

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 26, 2013

9:00 a.m. PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA (Approval recommended by the County Administrator)

3. **PUBLIC WORKS**

Request Board accept the offer of a variable width right-of-way dedication of Round Valley Road and approve Parcel Map No. 396.

4. Request approval of the Contract between the County of Inyo and Quincy Engineering, Inc. for engineering services for bridges over the Los Angeles Aqueduct at Carroll Creek and Walker Creek Roads, and over Oak Creek at Bell Access Road, for the period of February 12, 2013 through December 31, 2015, in an amount not to exceed \$108,600, contingent upon the Board's adoption of future budgets, and authorize the chairperson to execute the contract, contingent upon appropriate signatures being obtained.
5. Request Board A) approve the Acceptance of Terms from the Los Angeles Department of Water and Power to install an addition to the Lone Pine Sheriff's substation; and B) authorize the Chairperson to sign the acknowledgement.

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

6. **PUBLIC WORKS** – Request Board A) amend the FY 2012-13 State Funded Road Budget Unit 034601 by increasing estimated revenue in State Other (Revenue Code #4499) by \$985,000, and Other Agencies (Revenue Object Code #4599) by \$250,000 and increasing appropriations in Independence Town Rehabilitation (Object Code #5733) by \$1,235,000 (4/5's vote required); and B) award the bid and approve the Contract for the project as recommended by staff contingent upon the appropriate signatures being obtained. (Recommendation to be presented during the discussion.)
7. **PLANNING** – Request Board A) receive an update from staff about the progress on the Neighborhood Planning for Healthy Aging Project, and B) appoint a Board member to be on the stakeholder committee and participate in the community workshop.

8. **PLANNING** – Request Board approve a resolution titled “A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring Its Support and Directing Staff to Submit a Proposal to the Southern California Edison Company Under the Auspices of the California Public Utilities Commission.”
9. **PLANNING** – Request Board A) review the Memorandum of Understanding between the California Energy Commission and the County of Inyo Regarding Participation and Engagement in the Development of the Desert Renewable Energy Conservation Plan and authorize the Chairperson to sign; and B) direct staff regarding preparation of a proposal in response to the California Energy Commission’s Request for Proposals for Renewable Energy and Conservation Planning Grants for the Board’s consideration.
10. **COUNTY ADMINISTRATOR – Advertising County Resources** - Request approval of the Contract between the County of Inyo and Chris Langley for Film Commissioner Services for the period of April 1, 2013 through December 31, 2014, in an amount not to exceed \$71,975, contingent upon the Board’s adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
11. **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.
12. **COUNTY ADMINISTRATOR – Library** – Request Board review the Memorandum of Understanding Between the County of Inyo, the Inyo County Superintendent of Schools, and the Inyo County Board of Education Regarding Enhancements to the Inyo County Free Library System, and authorize the Chairperson to sign.
13. **CLERK OF THE BOARD** – Request approval the minutes of the Board of Supervisors Meeting of March 12, 2013.

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

- 11:00 a.m. 14. **PLANNING - U.S. Forest Service** – Request Board review the Memorandum of Agreement (MOA) with the Inyo National Forest for the Revision of the Inyo National Forest Land and Resource Management Plan and authorize the Chairperson to sign.
- 1:00 p.m. 15. **BOARD OF EQUALIZATION MEETING** – The Board will convene as the Board of Equalization to conduct a Pre-Hearing Conference on the Coso Applications for Changed Assessment. (See separate agenda.)

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

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

16. **PUBLIC COMMENT**

CLOSED SESSION

17. **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
18. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)].-** Sprint Telephony PCS, LP et.al., v. State Board of Equalization et al., San Francisco Superior Court Case No. CGC-11-511398.
19. **PERSONNEL [PURSUANT TO GOVERNMENT CODE § 54957]** - Public Employee Performance Evaluation Title: County Counsel

20. **PERSONNEL [Pursuant to Government Code § 54957].** Public Employee Appointment - Title: County Counsel.
21. **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.
22. **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: Information Services Director Brandon Shults, and Labor Relations Administrator Sue Dishion.
23. **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: Information Services Director Brandon Shults, and Labor Relations Administrator Sue Dishion.
24. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Information Services Director Brandon Shults, and Labor Relations Administrator Sue Dishion.
25. **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: Information Services Director Brandon Shults, Chief Probation Officer Jeff Thomson, and Labor Relations Administrator Sue Dishion.
26. **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: Information Services Director Brandon Shults, and Labor Relations Administrator Sue Dishion.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 3
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- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for
 Closed Session
 Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 26, 2013

SUBJECT: Approval of Parcel Map No.396

DEPARTMENTAL RECOMMENDATIONS:

Accept the offer of a variable width right-of-way dedication of Round Valley Road
 Approve Parcel Map No. 396

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Tentative Parcel Map No. 396 was conditionally approved at the February 23, 2011 meeting of the Inyo County Planning Commission for Tentative Parcel Map No. 396. The map is a request by Benjamin Arcularius to divide one large parcel into one 10.01 acre and a remainder. The property is located in the Round Valley area adjacent to Round Valley Road and approximately a quarter mile south of Round Valley School. The zoning for the parcels are as follows:

Supervisory District:	First District						
Applicants:	Ben Arcularius, 215 North Round Valley Road, Bishop						
Landowners:	Arcularius Holdings, LLC, 225 North Round Valley Road, Bishop						
Address of Parcel:	225 North Round Valley Road, Bishop						
A.P.N.:	009-120-22						
General Plan:	Residential Ranch (RR), 1 dwelling unit per 10 acres						
Zoning:	Rural Residential (RR), 10-acre minimum parcel size, mobile home allowed						
Size of Parcels:	<table border="0" style="margin-left: 20px;"> <tr> <td><u>Current</u></td> <td><u>Proposed</u></td> </tr> <tr> <td>155.56 acres</td> <td>Parcel #1: 10.01 acres</td> </tr> <tr> <td></td> <td>Remainder Parcel: 145.37 acres</td> </tr> </table>	<u>Current</u>	<u>Proposed</u>	155.56 acres	Parcel #1: 10.01 acres		Remainder Parcel: 145.37 acres
<u>Current</u>	<u>Proposed</u>						
155.56 acres	Parcel #1: 10.01 acres						
	Remainder Parcel: 145.37 acres						

The Offer of Dedication for a portion of Round Valley Road on the west side of Parcel 1, which is currently maintained by the County, and acceptance will not affect the current access/maintenance. Inyo County does not have defined nor clear right-of-way along Round Valley Road, and this will make it so that clear right-of-way along the stretch of Round Valley Road next to Parcel 1 of Parcel Map No. 396 is certain. If the County were not to accept this Offer the right-of-way uncertainties will remain. 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.

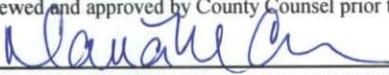
OTHER AGENCY INVOLVEMENT:

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>3/20/13</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>N/A</u> 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: <u>N/A</u> Date _____

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



Date: 3/21/13



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

AGENDA ITEM NO.: XX (Action Item – Public Hearing)

PLANNING COMMISSION
MEETING DATE: February 23, 2011

SUBJECT: Tentative Parcel Map #396/Arcularius

EXECUTIVE SUMMARY

This is a proposal to subdivide 10 acres from a 155.56-acre parcel located just to the southeast of the intersection of Pine Creek Road and North Round Valley Road. The entire 155.56-acre parcel is designated and zoned for 10-acre minimum parcel size, so the proposed 10-acre parcel could not be further subdivided in the future given the current zoning. The proposed 10-acre parcel fronts directly on North Round Valley Road and contains an already-existing home.

PROJECT INFORMATION

Supervisory District: First District

Applicants: Ben Arcularius, 215 North Round Valley Road, Bishop

Landowners: Arcularius Holdings, LLC, 225 North Round Valley Road, Bishop

Address of Parcel: 225 North Round Valley Road, Bishop

A.P.N.: 009-120-16

General Plan: Residential Ranch (RR), 1 dwelling unit per 10 acres

Zoning: Rural Residential (RR), 10-acre minimum parcel size, mobile home allowed

Size of Parcels:

Current

Proposed

155.56 acres

Parcel #1: 10.01 acres

Remainder Parcel: 145.37 acres

Surrounding Land Use:

Location	Use	General Plan Designation	Zone
Site	Pasture for cattle ranching, with two homes	Residential Ranch (RR), 1 dwelling unit per 10 acres	Rural Residential (RR), 10 acre minimum parcel size, mobile home allowed
North	LADWP	Agriculture (A)	Open Space, 40-acre minimum (OS-40)
East	LADWP	Agriculture (A)	Open Space, 40-acre minimum (OS-40)
South	LADWP	Agriculture (A)	Open Space, 40-acre minimum (OS-40)
West	LADWP	Agriculture (A)	Open Space, 40-acre minimum (OS-40)

Recommended Action:

Make certain Findings with respect to and approve Tentative Parcel Map #396/Arcularius, subject to the Conditions of Approval as recommended in this Staff Report.

Alternatives:

- 1.) Deny TPM #396/Arcularius, thereby prohibiting the applicant from creating the proposed 10-acre parcel.
- 2.) Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.

Project Planner:

Tanda Gretz

BACKGROUND

This 155.56-acre property has historically been used primarily as pasture land for cattle ranching. In addition to pasture land, there are two residences developed on the property: a ranch house with outbuildings located on the western edge of the property, along North Round Valley Road, and a manufactured home located at the far southwest corner of the parcel, also along North Round Valley Road.

The proposal is to subdivide a 10.01-acre parcel, which contains the manufactured home, located at the southwest corner of the overall 155-acre parcel. The resulting parcel would actually be just 10 acres in size, as the additional 0.01 acres would be dedicated to the County for right-of-way along North Round Valley Road adjacent to Parcel 1. The Remainder parcel, at 145.37 acres, would remain unchanged.

STAFF ANALYSIS

General Plan & Zoning Ordinance Consistency

The General Plan designation for the existing 155.56-acre parcel is Residential Ranch (RR), 1 dwelling unit per 10 acres. This is consistent with the Zoning for the parcel, which is Rural Residential (RR), 10-acre minimum lot size.

Both the proposed 10.01-acre Parcel 1 and the 145.37-acre Remainder parcel will keep their current General Plan designation and Zoning.

Compliance with Inyo County Code Title 16 (Subdivision) & California Subdivision Map Act

Proposed Parcel Map #396 conforms to all provisions of both the Inyo County Subdivision Code and the California Subdivision Map Act.

Existing Development

There are two areas of development on the existing 155.56-acre parcel: the first area of development is on the western edge of the property, along North Round Valley Road, which contains the main ranch house, barns, out-buildings, corrals, a well house, and miscellaneous equipment related to cattle ranching. The second area of development on the property is an area at the far southwest corner of the property, where a manufactured home is located. This southwest corner site, also along North Round Valley Road, is where the proposed 10.01-acre Parcel 1 is located. Both of the areas of development on the existing parcel front directly on, and have direct access to, North Round Valley Road. The rest of the existing parcel is used for pasture for cattle.

With the exception of Round Valley Elementary School, which is adjacent to the parcel on the northwest corner, the existing 155.56-acre parcel is surrounded by LADWP-owned property, which is for the most part undeveloped and leased by surrounding property owners as pasture for cattle.

Development Standards

The proposed 10.01-acre Parcel 1 is zoned Rural Residential (RR), with a 10-acre minimum parcel size, and is already developed with an existing manufactured home. As a result, there could be no further subdivision of the proposed parcel in the future unless the zoning is changed.

Development standards for the Rural Residential (RR) zone are as follow:

Parcel Width:	125 feet
Front Yard Setback:	50 feet
Rear Yard Setback:	30 feet
Side Yard Setbacks:	20 feet
Parking:	2 spaces

The existing home meets all the above development standards.

Existing Services

The existing home on proposed Parcel 1 is serviced with an individual water well and septic system. There is no need, and no known plans to, change/expand these services.

Access/Traffic/Right-of-Way Issues

Both the homes on the existing parcel front on North Round Valley Road. There are no plans to alter either one of these homes at this time, although the manufactured home on proposed Parcel 1 may be replaced by a single-family residence at some point in the future, according the project description submitted for the project. Access and traffic issues relating to North Round Valley Road, as a result, will remain unchanged by the proposed parcel map.

The (revised) project description for the project notes:

“The area of Parcel 1 was given an area of 10.01 acres. The purpose of the additional 0.01 acres is to accommodate any right-of-way dedication if requested by County agencies.”

It should be noted that North Round Valley Road and Pine Creek Road contain 40 feet of right-of-way at the Round Valley Elementary School location. However, Public Works staff

confirm that established, verifiable title to right-of-way beyond the school location is not readily documented. While it would be desirable to obtain right-of-way all along the northern and western boundary of the overall 155.56-acre parcel, it is not typical to make such a request; rather, right-of-way is requested only for the portion of a property actually undergoing development – in this case, Parcel 1.

Fire Protection

As noted above, proposed Parcel 1 contains an existing home. So, while a new parcel is proposed for creation, there will be no new/additional development resulting from the newly created parcel. As a result, the proposed new parcel does not increase the burden of fire protection services or change the existing situation with respect to fire protection, which is provided to the area by both the California Department of Forestry (CDF), acting as the primary provider, and Bishop Rural Fire Department, acting as the secondary provider.

ENVIRONMENTAL REVIEW

This project was deemed by Planning Department staff to be exempt from environmental review under CEQA Guidelines Section 15061.b.3:

“The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

Staff deemed that the proposed subdivision could have no possibility of causing significant environmental effects due to the fact that it is simply a parcelization of already-existing development, proposed at the minimum lot size allowed under existing zoning (i.e., 10 acres), so that no further subdivision of the proposed parcel could take place absent a change in zoning.

Further, while the act of creating the new parcel would then allow for the subsequent creation of second dwelling units on each of the resulting two parcels (i.e., the 10.01-acre Parcel 1 and the 145.37-acre Remainder parcel), CEQA Guidelines (Section 15303.a) exempt such second units from environmental review.

RECOMMENDATIONS

Recommended Findings

- 1.) Based on substantial evidence in the record, the Planning Commission finds that the Tentative Parcel Map 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 requirements of the 2001 General Plan land use designation of Residential Ranch (RR), 1 dwelling unit per 10 acres, and also the zone district of Rural Residential (RR), 10 acre minimum parcel size, mobile homes allowed. The subdivision also conforms to the provisions of the State Subdivision Map Act. The tentative parcel map will conform with all development standards applicable to the subject parcel.)

- 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: This project was deemed exempt under CEQA Guidelines Section 15061.b.3: staff determined that the proposed subdivision could have no possibility of causing significant environmental effects due to the fact that it is a parcelization of already-existing development [a manufactured home], proposed at the minimum lot size allowed [10 acres]. The only additional, subsequent development that could occur on the proposed 10-acre parcel would be the establishment of a second dwelling unit, which itself would be exempt from environmental review under CEQA Guidelines Section 15303.a)

- 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 proposed 10-acre lot contains an already-existing home, and is designated and zoned for the type of use and lot size proposed. The existing home has all needed facilities and services already in place.)

- 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 proposed 10-acre lot is already developed with an existing home and fronts on, and has direct access to, North Round Valley Road. The applicant has offered the County 0.01 acres of right-of-way along North Round Valley Road adjacent to Parcel 1. There are no easements of note onto or through the parcel, as the surrounding 145.37 Remainder parcel is used as pasture for cattle ranching.)

- 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 have determined that the proposed parcelization of an existing home has no potential for significant adverse environmental impacts that would exceed thresholds of significance, either individually or cumulatively, and have determined that the project is exempt from CEQA review under CEQA Guidelines Section 15061.b.3)

- 6.) Based on substantial evidence in the record, the Planning Commission finds that no significant impacts to native vegetation or wildlife will result from the proposed project, thus supporting a finding of "de minimus" as defined in Section 711.4 of the Fish and Game Code.

(Evidence: The proposed 10-acre parcel has an already-existing home established on it, with zoning in place that will not allow for further subdivision. Planning staff have determined that the project is exempt from CEQA review under CEQA Guidelines Section 15061.b.3 ("General Rule"). This exemption is consistent with a finding of "de minimus" under the Fish and Game Code.)

Recommended 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 #396/Arcularius 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.

3. 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.

4. Right-of-way: The applicant has offered, and the County shall accept, a right-of-way dedication of 0.01 acres, which is equal to 10,218 sq.ft. of right-of-way adjacent to Parcel 1 along North Round Valley Road (i.e., from the property line east into Parcel 1 up to the existing fence line).

ATTACHMENTS

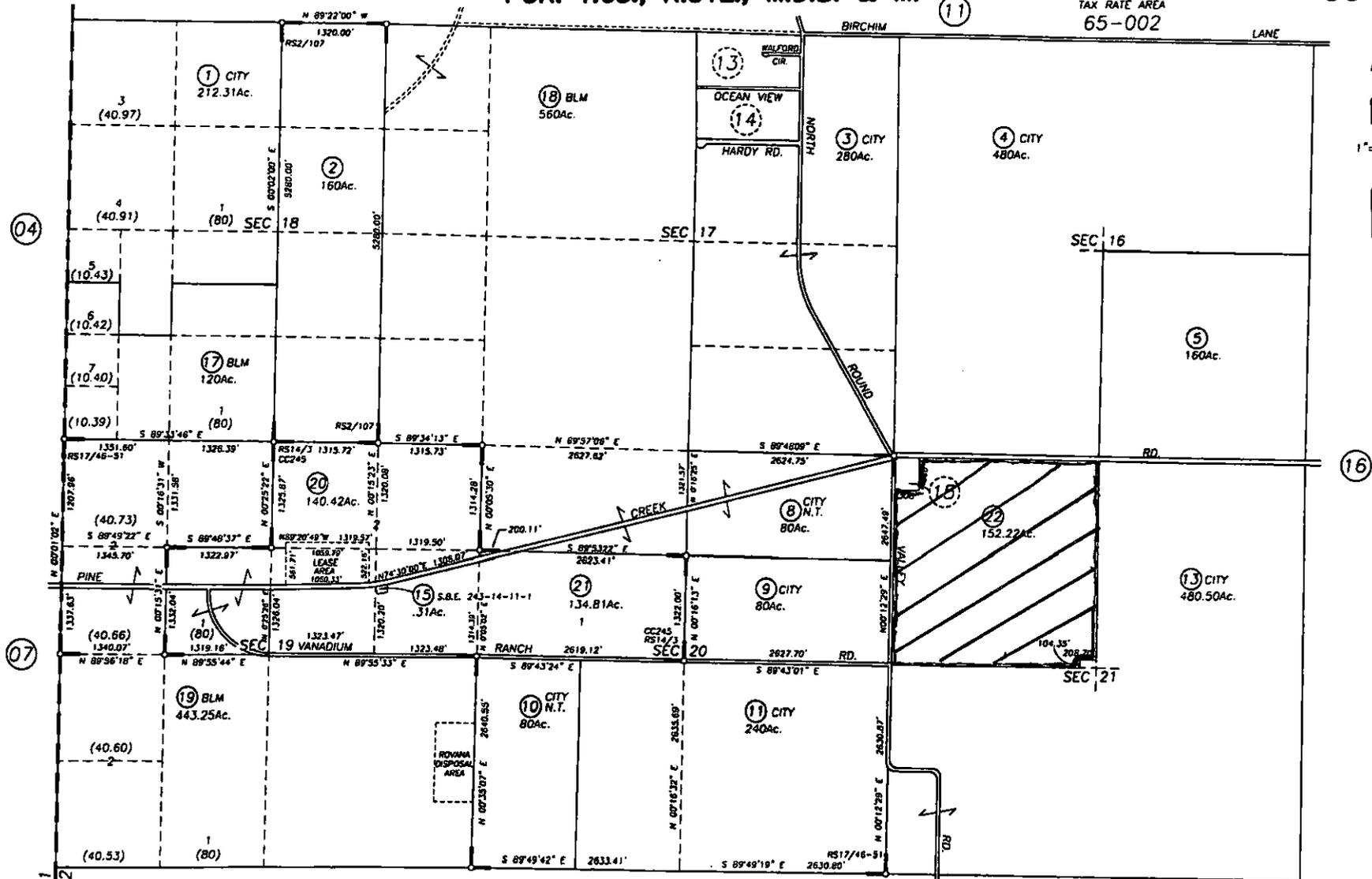
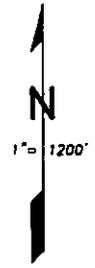
1. Tentative Parcel Map #396/Arcularius
2. Correspondence on Right-of-Way Issue

07-07-87
 05-12-97
 08-23-06
 04-02-08
 02-21-12

POR. T.6S., R.31E., M.D.B. & M.

TAX RATE AREA
 65-002

09-12



65-001
 65-002
 R.S. Bk. 2 Pg. 107
 R.S. 95-013 Bk. 14 Pg. 3
 C.C. 245 - 06/01876
 R.S. 04-005 Bk. 17 Pgs. 46-51

22

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

Assessor's Map Bk. 09 Pg. 12
 County of Inyo, Calif.

1950
 02-21-12
 04-02-08

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 North Round Valley Road as designated hereon.

As owner:
ARCULARIUS HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Howard C. Arcularius
HOWARD C. ARCULARIUS
MANAGER

State of California }
County of Inyo } ss

On 3/11/13 before me, Ronelle Keester Notary Public
personally appeared HOWARD C. ARCULARIUS who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and (optional) official seal:

Ronelle Keester Ronelle Keester
Notary Public (sign and print name)

My commission expires: 6/12/14
County of my principal place of business: Inyo

CLERK TO THE BOARD'S STATEMENT

On motion of Supervisor _____, duly seconded and carried, it is ordered that Parcel Map No. 396, be and the same, is hereby approved, that the variable width right-of-way along North Round Valley Road 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 _____ 2013.

Clerk of the Board of Supervisors:

Date: _____
Pat Gonsky

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.

Aisha Makturbie
Inyo County Tax Collector

3/13/13 Date
By: *Aisha Makturbie*
Aisha Makturbie
Inyo County Tax Collector

RECORDER'S CERTIFICATE

Instrument No. _____
Filed this ___ day of _____, 2013 at _____, M., in Book ___ of Parcel Maps of Pages ___ and ___ of the request of Benjamin Arcularius.

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 ordinances at the request of Benjamin Arcularius in January 2012. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any; and that all the monuments are of the character and occupy the positions indicated, or will be set in such positions on or before May 3, 2013, and that such monuments will be sufficient to enable the survey to be retraced.

08/05/13
Date



Andrew K. Holmes
ANDREW K. HOLMES L.S. 4428

COUNTY SURVEYOR'S STATEMENT

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

Inyo County Surveyor:

09/13/13
Date



Doug Josen
Doug Josen C.E. 20989

PARCEL MAP No. 396

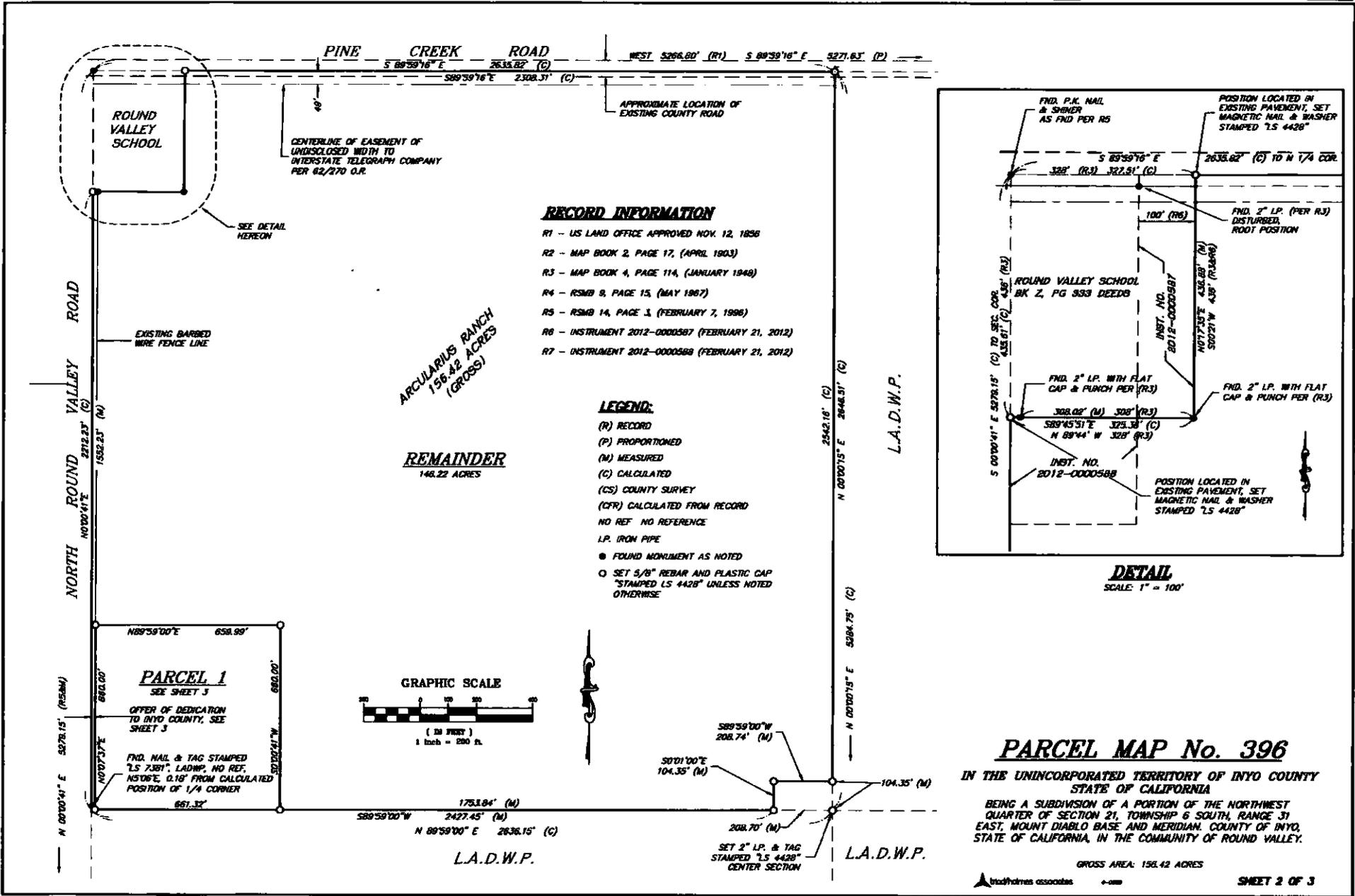
IN THE UNINCORPORATED TERRITORY OF INYO COUNTY
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 31 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF INYO, STATE OF CALIFORNIA, IN THE COMMUNITY OF ROUND VALLEY.

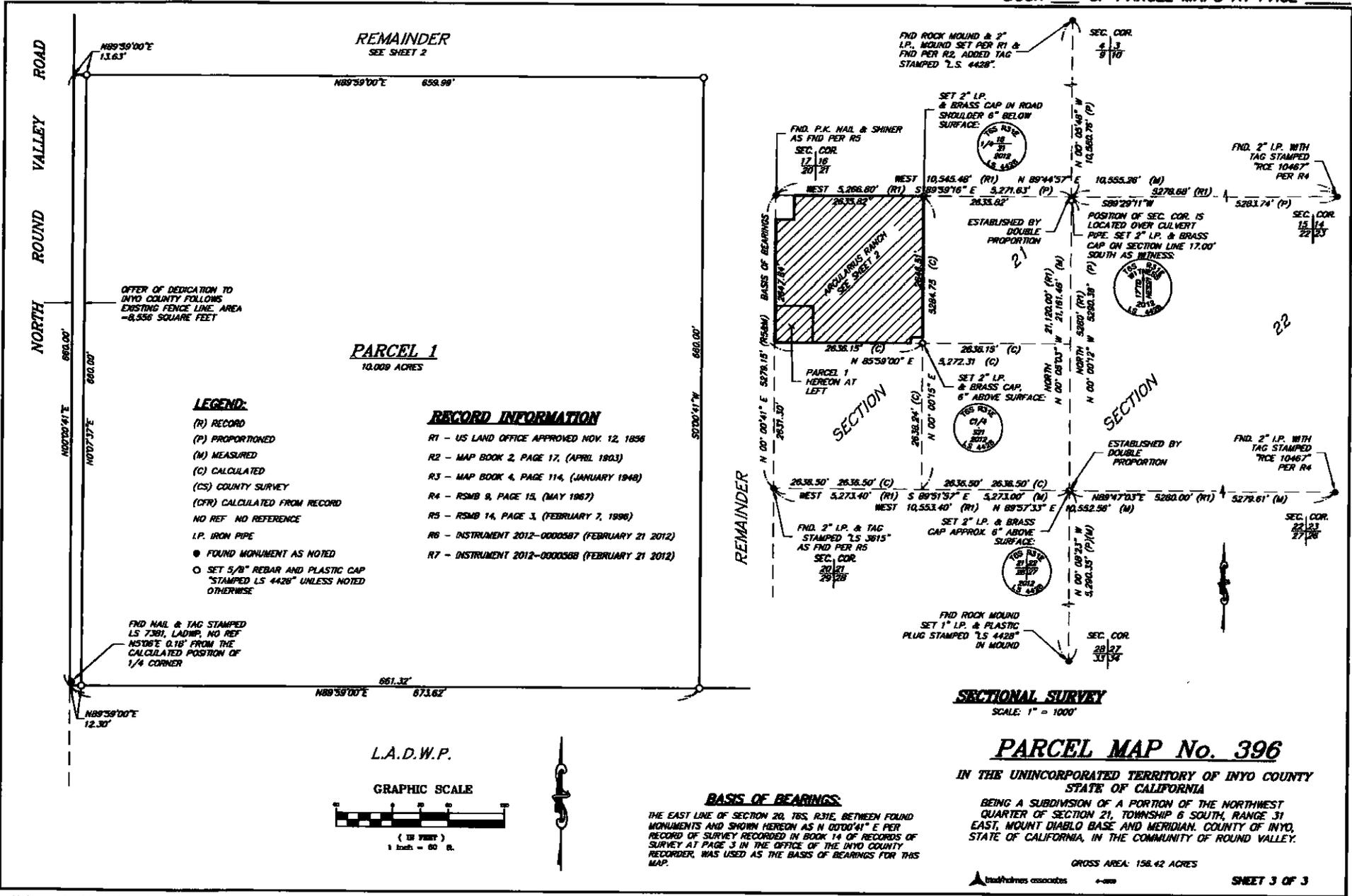
GROSS AREA: 156.42 ACRES

landtrac associates

SHEET 1 OF 3



in [L:\08\Map\1-020\arcularius\Parcel Map\1-020 Parcel map 396.dwg Plot 03/2012 - 2:27pm, jldh



REMAINDER
SEE SHEET 2

PARCEL 1
10.009 ACRES

OFFER OF DEDICATION TO
INYO COUNTY FOLLOWS
EXISTING FENCE LINE. AREA
= 8,556 SQUARE FEET

LEGEND:

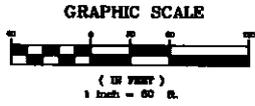
- (R) RECORD
- (P) PROPORTIONED
- (M) MEASURED
- (C) CALCULATED
- (CS) COUNTY SURVEY
- (CFR) CALCULATED FROM RECORD
- NO REF NO REFERENCE
- I.P. IRON PIPE
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR AND PLASTIC CAP "STAMPED L.S. 4428" UNLESS NOTED OTHERWISE

RECORD INFORMATION

- R1 - US LAND OFFICE APPROVED NOV. 12, 1856
- R2 - MAP BOOK 2, PAGE 17, (APRIL 1903)
- R3 - MAP BOOK 4, PAGE 114, (JANUARY 1948)
- R4 - RSMB 8, PAGE 15, (MAY 1967)
- R5 - RSMB 14, PAGE 3, (FEBRUARY 7, 1996)
- R6 - INSTRUMENT 2012-0000587 (FEBRUARY 21 2012)
- R7 - INSTRUMENT 2012-0000588 (FEBRUARY 21 2012)

FND NAIL & TAG STAMPED
L.S. 7381, LADING, NO REF
N50°16'01" E 0.18' FROM THE
CALCULATED POSITION OF
1/4 CORNER

L.A.D.W.P.



BASIS OF BEARINGS:

THE EAST LINE OF SECTION 20, T8S, R31E, BETWEEN FOUND MONUMENTS AND SHOWN HEREON AS N 00°00'41" E PER RECORD OF SURVEY RECORDED IN BOOK 14 OF RECORDS OF SURVEY AT PAGE 3 IN THE OFFICE OF THE INYO COUNTY RECORDER, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

SECTIONAL SURVEY

SCALE: 1" = 100'

PARCEL MAP No. 396

IN THE UNINCORPORATED TERRITORY OF INYO COUNTY
STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST
QUARTER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 31
EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF INYO,
STATE OF CALIFORNIA, IN THE COMMUNITY OF ROUND VALLEY.

GROSS AREA: 158.42 ACRES

© 2012 Inyo County Recorder (Parcel Map) 1-0-0000 Parcel map 2012.dwg Mr. C.J. BERRY - 2/2/12, jsh



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

4

FROM: Public Works Department

FOR THE BOARD MEETING OF: March ²⁶/₂, 2013

SUBJECT: Approval of the contract for engineering consultant services with Quincy Engineering, Inc.

DEPARTMENTAL RECOMMENDATIONS: Request Board approve County of Inyo Standard Contract No. 156 between the County of Inyo and Quincy Engineering, Inc. (Quincy Engineering) of Sacramento, California in the amount of \$108,600 for engineering services for bridges over the Los Angeles Aqueduct at Carroll Creek and Walker Creek Roads, and over Oak Creek at Bell Access Road, for a term from February 12, 2013 to December 31, 2015, and authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures, and contingent upon adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Each of these bridges qualifies for federal Highway Bridge Program (HBP) funding for rehabilitation or replacement. The purpose of the HBP is to replace or rehabilitate bridges over waterways, highways, or other topographical barriers when the state and the Federal Highway Administration determine that a bridge is significantly important and is unsafe because of structural deficiencies, physical deterioration, or functional obsolescence. Bridges rated as Structurally Deficient (SD) or Functionally Obsolete (FO) with a Sufficiently Rating (SR) of less than 50 (out of 100) are eligible for replacement. Bridges that are rated SD or FO and have an SR less than 80 may be eligible for rehabilitation or replacement.

The bridge at Carroll Creek is rated as Structurally Deficient and has an SR of 66. The bridge at Walker Creek is rated as Structurally Deficient and has an SR of 48.8. The bridge over Oak Creek is rated as Functionally Obsolete and has an SR of 63.6. Each of the bridges has deficient bridge rail and guardrail.

The Public Works Department recently advertised for Statements of Qualifications (SOQs) from consulting firms to provide engineering services for bridges over the Los Angeles Aqueduct at Carroll Creek and Walker Creek Roads, over Oak Creek at Bell Access Road, and other bridge and bridge-related projects anticipated in the future. Solicitations for consultants who will work on federally funded projects are required to use qualification-based methods of selection. Public Works Department staff prepared a request for Statements of Qualifications (SOQs), which was advertised in the Inyo Register, posted on the County website, and submitted to plan houses.

The request for SOQs was advertised for approximately four weeks. Quincy Engineering, Inc. of Sacramento, California; Drake Haglan and Associates of Sacramento, California; and MGE Engineering, Inc. of Sacramento, California submitted SOQs. A selection committee consisting of two Public Works Department engineering staff members, and one Caltrans District Local Assistance staff member evaluated these SOQs.

The criteria for selection were based on weighted rates for each specific area as indicated:

- A. Qualifications of key personnel and specialty consultants, and experience with projects of similar type and size.....30%
 - B. Demonstrated understanding of scope and objectives of project.....30%
 - C. Cohesiveness of project team (previous history of projects in common), including subconsultants.....20%
 - D. Familiarity with current AASHTO and Caltrans design and construction standards, and Caltrans requirements for Local Agency Procedures.....15%
 - E. Reference check.....5%
- Total = 100%

After the selection committee reviewed the SOQs, the committee made a final ranking of the the respondents. The County then commenced contract negotiations with the respondent receiving the highest final ranking. The rankings were:

Quincy Engineering, Inc.	89%
MGE Engineering, Inc.	80%
Drake Haglan and Associates	72%

Because Quincy Engineering was ranked as the most qualified firm to provide these services, they were asked to submit a scope of work and estimated cost for engineering services for the three bridges described above.

Quincy's first task will be to perform preliminary studies, which will be used to develop a Type Selection Report, a Basis of Design Report, and a Project Study Report (Phase I – Project Scoping as described in Attachment A to Quincy's contract). These reports will be used to justify either rehabilitation or replacement. Quincy will also develop an estimate of the costs of completing the environmental process, performing engineering, and construction and construction engineering for the projects. Currently, the HBP funding is limited to the costs for the preliminary studies, reports, and cost estimate. This estimate will be the basis and justification for requesting additional HBP funding for the projects. After additional HBP funding is in place, Quincy's contract will be amended to include the additional tasks described in Attachment A.

The projects are federally funded by the Highway Bridge Program (HBP), which will reimburse the county for 100 percent of all costs for the projects. The HBP will reimburse the county for 88.53 percent of the project costs, and Toll Credits will fund the 11.47 percent match.

ALTERNATIVES:

The Board could choose not to approve the contract for engineering services with Quincy Engineering for the project. This is not recommended because the Public Works Department does not have enough qualified staff to complete the preliminary studies and report, and would need to identify another consultant to provide engineering services. The preliminary studies and reports must be completed by March 31, 2014 to retain the HBP funding now in place.

OTHER AGENCY INVOLVEMENT:

County counsel, the auditor, and the risk manager must review and sign the contract.

FINANCING: The cost of the contract will be paid through budget unit 034601 State Funded Roads Projects, object codes 5734 (Oak Creek), 5735 (Carroll Creek), and 5736 (Walker Creek) which was included in the 2012-2013 budget. The costs for the projects will be reimbursed by HBP and Toll Credits. The HBP procedures require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, these funds will be loaned from the road fund and will be reimbursed with HBP and Toll Credit funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>2/11/13</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: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 3/20/13

AGREEMENT BETWEEN COUNTY OF INYO
AND Quincy Engineering, Inc.
FOR THE PROVISION OF Bridge Engineering Consultant **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the bridge engineering consultant services of Quincy Engineering, Inc. of Sacramento, CA (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from February 12, 2013 to December 31, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed One Hundred Eight Thousand, Six Hundred (\$108,600) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment D, upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Consultant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Consultant, or Consultant's agents, officers, or employees, or the failure of Consultant, or Consultant's agents, officers, or employees to comply with any of its obligations contained in this Agreement, and that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees or agents in the performance of services under this contract. Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any negligence, recklessness or willful misconduct of the Consultant, its agents, employees, suppliers, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by

County, County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. ATTORNEY'S FEES.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo:	
Public Works Department, Attn: Lynn Flanigan	Department
168 N. Edwards Street, P.O. Drawer Q	Address
Independence, CA 93526	City and State

Consultant:	
Quincy Engineering, Inc., Attn: Jim Foster	Name
3247 Ramos Circle	Address
Sacramento, California, 95827	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Quincy Engineering, Inc.
FOR THE PROVISION OF Bridge Engineering Consultant **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Quincy Engineering, Inc.
FOR THE PROVISION OF Bridge Engineering Consultant SERVICES

TERM:

FROM: February 13, 2013 **TO:** December 31, 2015

SCOPE OF WORK:

Quincy Engineering, Inc. shall provide bridge engineering consultant services for various bridge and bridge-related projects in Inyo County on an as-needed basis. The first projects undertaken under this contract will consist of providing project scoping services for three bridges: Los Angeles Aqueduct at Carroll Creek Road; Oak Creek at Bell Access Road; and Los Angeles Aqueduct at Walker Creek Road.

The hourly rates, other direct costs, and fees paid by the county for these services will be those shown in Attachment B to the contract. Travel and per diem costs will be reimbursed as described in Attachment C to the contract. The contractor may be required to modify its work as necessary to meet the project objectives. Modifications to the agreed on scope of work, or level of effort required to meet the project objectives will be incorporated into the contract by amendment, as described in Section 23, Amendment, of the contract.

The scope of work and cost for Phases 2, 3 and 4 (Preliminary Engineering, Final Engineering, and Construction Support) for the project will not be included in the contract at this time. These tasks will be performed after the project scoping phase is completed, more accurate costs have been developed, and additional funding for these phases is in place. Work for Phases 2, 3, and 4 will be incorporated into the contract by amendment.

The provisions contained in Attachment A, Scope of Work, augment the provisions of this Agreement and to the extent there exist any inconsistencies, the terms of this Attachment A, Scope of Work, control.

Scope Summary

Services

The following tasks will be performed in a phased approach by the Quincy Engineering Team for the design of three bridges and approach roadways:

- Preparation of Type Selection Report, Basis of Design and Project Report;
- Preparation of preliminary plans and cost estimates pursuant to Caltrans methods;
- Preparation of preliminary Geotechnical tests in accordance with Caltrans Local Assistance Procedures Manual (LAPM);
- Preparation of preliminary Hydraulic studies in accordance with Caltrans LAPM;
- Preparation of preliminary Environmental Documents, studies, and permit identification;
- Preparation of preliminary Utility Coordination;
- Preparation of preliminary Right-of-Way Engineering and Acquisition Estimates; and
- Coordination with Inyo County's Project Manager.

The products will be developed for each location as follows:

- Location 1 – LA Aqueduct at Carroll Creek Road
- Location 2 – LA Aqueduct at Walker Creek Road
- Location 3 – Oak Creek at Bell Access Road

Quincy Engineering personnel and its Project Team have provided plans, specifications, and estimates for a large number of Federal Highway Bridge Program (HBP) projects throughout California. Therefore, the Team recognizes the importance of maintaining close coordination and cooperation with the County throughout the Preliminary Engineering process. With this in mind, we have developed and use an efficient project approach that expedites this process. Tasks are defined and numbered in this discussion in accordance with a *Scope of Work* typical of HBP projects.

Quincy Engineering will be utilizing the information, standards, and details for this project as provided by the current Caltrans documents/manuals.

Quincy Engineering's Scope Summary for each project location is as follows:

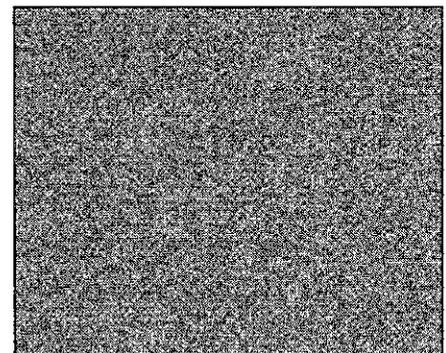
PHASE 1 – PROJECT SCOPING

TASK 1 – PROJECT STUDY REPORT & HBP PROGRAMMING

The project was programmed using the abbreviated programming method. As such, only enough HBP funding was initially approved to develop a Project Study Report (PSR). The purpose of a PSR report is to qualitatively assess the project and define an appropriate scope and cost to meet the project's purpose and need. The PSR will be the basis and backup for supplemental HBP programming. This task will include the following:

1.1– Kickoff meeting - A kick-off meeting will be held after the notice to proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the scope of work, and define the roles and responsibilities of the various Team members.

1.2– Summary Memorandum & Planning Study– Following the kickoff meeting, a summary memorandum will be developed by each sub-consultant. It will be a qualitative assessment of the project components specific to their area of specialty. This assessment will form the basis and provide backup information for the Project Study Report. QEI will



develop planning level studies for the entire scope of the project. The potential bridge Type, Size, and Location as well as the potential roadway alignments will be conceptually developed. The approximate construction costs and schedule will also be developed.

1.3– Project Study Report – With the readily available project information, the Summary Memorandums, and planning level information, a Project Study Report will be developed. The format of the Project Study Report will be similar to that contained within the Caltrans Project Development Procedures Manual. The PSR content and format will be tailored to fit the bridge site and pertinent issues associated with an off-system local agency bridge.

1.4–HBP Programming Documents – Following approval of the PSR by Caltrans, QEI, in conjunction with the County, will develop the HBP programming paperwork including the 6A, 6B, 6D, and 7B as needed for programming approval. It is expected that the County, in conjunction with Caltrans, will develop form 3A if needed.

PHASE 2 - PRELIMINARY ENGINEERING (Optional)

THE FOLLOWING TASKS WILL NOT BE COMPLETED UNTIL A NOTICE TO PROCEED HAS BEEN RECEIVED FROM THE COUNTY

TASK 2 - PROJECT MANAGEMENT

Task 2.1 - Project Management

Quincy Engineering, Inc. (QEI) will provide Project Management tasks which include coordination with the County, Team management, product development tracking, Team and stakeholder communication, and project progress and budget reporting. QEI will develop, track, and lead the following project management tasks:

- Critical Path Schedule;
- Quarterly in person PDT meetings;
- Monthly PDT teleconference meetings;
- Meeting Agendas, Minutes, and Action Item Summaries;
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries; and
- HBP paperwork assistance/facilitation as required.

Task 2.2 - Project Review Meetings

QEI will lead project meetings:

- Project meeting will be conducted to review project progress and next steps.
- Subconsultants will participate in Project Team meetings as needed, either by attending in person or by teleconference when appropriate.

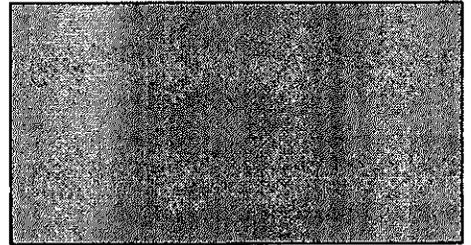
TASK 3 - TOPOGRAPHIC SURVEY, STREAM CROSS-SECTIONS & RIGHT-OF-WAY ENGINEERING

QEI in conjunction with Inyo County will be performing the survey services. QEI will:

- Perform the topographic survey, stream cross-sections, and preliminary right-of-way determination

with assistance from the U.S.

- Research of property records at the Inyo County Courthouse. A detailed topographic survey covering a strip 200 feet wide based on the recommended alternative will be conducted. A survey crew will perform the work with an electronic total station using digital terrain modeling methods. At least three semi-permanent horizontal and vertical control points will be placed during the course of the design survey.
- Surveyed a National Geodetic Survey benchmark with our GPS survey equipment. This will transfer a NAVD 88 elevation to the site within normal GPS accuracies and all mapping will be based on this elevation. Horizontal coordinates will be on the Caltrans coordinate system if possible or on an assumed basis.
- Deliver mapping as both an ink Vellum plot and an AutoCAD file which includes all point data obtained.
- Survey six cross-sections – three upstream and three downstream of the proposed bridge at approximately 50-100' intervals and defined by the Hydraulics Engineer.
- Utilize GPS to establish primary project control and conventional survey methods to establish project control.
- Determine preliminary right-of-way needs for each alternative alignment based on information developed by the Team and obtained from the County. The existing property boundary information will be obtained from the County and will be shown on the topographic mapping including parcel numbers and prescriptive easement boundaries if applicable.
- Develop preliminary R/W acquisition costs
- Develop Scope and Budget to prepare the necessary right-of-way documents



TASK 4 - PRELIMINARY ENGINEERING

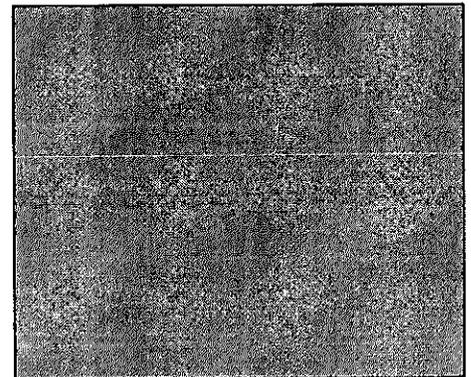
Task 4.1 - Basis of Design

QEI will develop the Basis of Design document to summarize project design criteria and standards.

Task 4.2 - Preliminary Roadway & Detour Plans

QEI will develop:

- Alignment options utilizing the site topographic survey information. Right-of-way, safety, utility, environmental, and other potential impacts may determine that one alignment is preferred over the other. Considerations shall include prior alignment studies, design, right-of-way, environmental, detour routes, construction staging, economic, and safety issues.
- Preliminary Plan and Profile (Geometric Approval) drawings will be prepared for each alignment alternative. Each alternative will be clearly defined (e.g., Alternative A, B, C, etc.) and all aspects of each alternative will be discussed separately for ease of reference in the environmental documents.
- An "Engineers Opinion of Probable Construction Cost" will be prepared and will include appropriate contingency factors for this level of design.



Task 4.3 - Advanced Planning Studies & Type Selection Report

QEI will develop three Adv... public information, preliminary geotechnical report, preliminary hydraulic analysis and the preliminary environmental findings.

The appropriate bridge structure type will be dictated by public safety, traffic handling, constructability, site constraints, environmental and hydraulic concerns, right-of-way, and economics. Different foundation types will also be evaluated at this time if appropriate. The purpose of the APS will be to evaluate the feasible structure alternatives and develop a recommendation for the County's review and type selection approval. The APS & Type Selection Report will include:

- Feasible alternative bridge types (plan, elevation, and section views), span arrangements, and construction methods.
- A description of the advantages and disadvantages of each alternative.
- An "Engineer's Opinion of Probable Construction Cost" for each alternative will be developed.
- Our Team's recommendation as to which of the alternatives is the most appropriate for the site.

TASK 5 – PRELIMINARY HYDROLOGY & HYDRAULICS

WRECO will:

Task 5.1 - Project Meetings

- Attend one (1) project kickoff/coordination meeting for all three (3) bridges.
- Participate in up to two (2) conference calls with the County of Inyo (County) and Project Team staff for each bridge.

Task 5.2 - Data Review

- WRECO will Review available data, including previous studies, provided by the County and the Project Team.

Task 5.3 - Field Reconnaissance

- Conduct field reconnaissance to assess the existing conditions in the vicinity of the Projects sites. The field reconnaissance will be conducted on the same day of the project kickoff/coordination meeting. WRECO expects up to two full days for travel and field work to cover all three (3) bridges.

Task 5.4 - Hydrologic Analyses

- Perform hydrologic analyses using at least two methods. Possible methods include the USGS Regional Regression Method, data from nearby gaging stations or the Unit Hydrograph Method.
- Research relevant references to determine the bulking factor to counter the mud flow (Oak Creek).

Task 5.5 - Preliminary Hydraulic Analyses

- Perform preliminary hydraulic analyses to determine the design flow characteristics for the existing condition and the proposed bridges.
- Coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic models.
- Work with the Project Team structural engineers on the bridge design alternatives.
- Study up to three (3) different alternatives, including channel restoration considerations (Oak Creek).
- Research the capacity of the existing bridges in passing the 100-year flood flows in addition to the hydraulics of the proposed bridges (Los Angeles Aqueduct Bridges).

Task 5.6 - Geomorphic Assessment

- Perform a geomorphic assessment to determine channel stability and the need for channel restoration beyond the proposed project limits.
- Work with the Project Team's geotechnical engineer to determine any potential needs for slope repair in the area. The sediment transport analysis will be an optional task depending on the results of our geomorphic assessment and discussion with the County and Project Team staff (Oak Creek).
- Perform a field reconnaissance-level geomorphic assessment (Los Angeles Aqueduct).

Task 5.7 - Preliminary H&H Technical Memoranda

- Prepare a preliminary hydrology and hydraulics (H&H) technical memorandum for each bridge. The memorandum will include a summary of the results from the hydrologic analysis, preliminary hydraulic analyses and the geomorphic assessment.

TASK 6 – PRELIMINARY GEOTECHNICAL INVESTIGATION

Kleinfelder will perform the Geotechnical Investigations.

- Perform a site reconnaissance/meeting by a licensed geotechnical engineer or engineering geologist.
- The site reconnaissance will be performed with the project team and will visually evaluate potential geotechnical issues which might impact the preliminary design.
- Review any available subsurface data for the site and in the general area.
- Following the site reconnaissance and review of the available data, the peak bedrock acceleration and recommended Caltrans Seismic Design Criteria Version 1.6 ARS curve will be developed.
- Estimation of the foundation type would be developed for preliminary engineering.
- A letter with a summary of our findings and recommendations will be issued.

TASK 7 - UTILITY COORDINATION

QEI will:

- Communicate and coordination with the utility companies by contacting them during the preliminary and final design phases.
- Maintain Utility Correspondence Diary
- Prepare a utility conflict map to show existing utility locations and locations where there are potential conflicts with construction.
- Prepare the A, B, C letters according to Caltrans and County procedures.
- Coordinate the relocation and protection of the existing utilities for the project based on information obtained from the various affected utility owners.
- Contact utility companies and arrange for them to attend PDT meetings as needed.
- Coordinate work with utilities and review facility relocation designs provided by the utility companies to ensure they are consistent with the project design and proposed ROW.
- Develop Caltrans Reports of Investigations and Notice to Owner.

TASK 8 – PRELIMINARY ENVIRONMENTAL

Panorama Environmental will coordinate with the County and obtaining regulatory agency permits for this project. Panorama will.

Task 8.1 – Environmental Coordination Meeting

- Attend a project Environmental Coordination and site review meeting with Quincy Engineering, Inyo County, Caltrans, and other Project Team members.

Task 8.2 - Completion of the Preliminary Environmental Studies (PES) Form & Development of the Area of Potential Effect (APE) Map

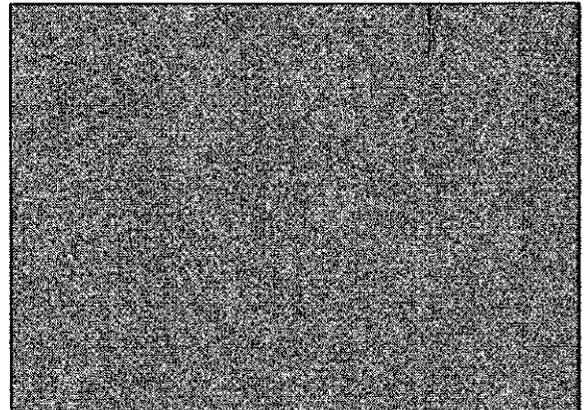
- Complete the Preliminary Environmental Studies (PES) Form
- Prepare the APE in coordination with Caltrans' archaeologist.

Task 8.3 - Coordinate with Caltrans to Define the Probable Level of Environmental Review

- Coordinate with Caltrans to define the level of environmental review required under NEPA.
- Coordinate with the County regarding the level of environmental review required under CEQA.

Task 8.4 - Perform Preliminary Biological & Archaeological Studies (or Other Studies As Required)

- Oversee the preparation of preliminary biological and archaeological studies, or other studies as needed to support development of adequate scope and cost estimates for the project.
- Biological studies would be conducted by Eremico Biological Services.
- Perform a short field check is also included.
- Conduct a review of the California Historic Resource Information Service (CHRIS) database to determine any known cultural resources in the area to develop the scope of work as well as a short site visit.
- Biological and archaeological evaluation would be documented in the form of a letter report or technical memorandum to be included with the scope of work.
- A field investigation may also be required by a historian to determine whether the bridges would be considered historic resources and/or by a bat biologist to determine the potential for bat habitat under the existing bridges.



Task 8.5 - Determine Permit Requirements

Panorama will:

- Identify environmental permits necessary for project compliance with state, federal, and/or local requirements.
- Expected that permits include California Department of Fish and Game (1600 agreement), California Regional Water Quality Control Board (401 Water Quality Certification), and U.S. Army Corps of Engineers (404 Permit) would be required for Oak Creek Bridge.
- Coordination with state and federal regulators will be conducted to determine whether state or federal jurisdiction would apply to the LA Aqueduct.
- Additional permits may be required based upon the findings of the biological and archaeological studies (Task 3). Due to federal funding, these could include Section 7 Consultation for federally threatened or endangered species and Section 106 Consultation with the State Historic Preservation Officer, if significant cultural resources exist within the APE.

Task 7.6 - Develop Scope, Schedule, and Cost Estimate, CEQA/NEPA Documents & Permit Application Packages

Panorama would prepare a scope of work, schedule, and cost estimate for environmental review of the project. The scope of work, schedule and cost estimate would include for each bridge location:

- Additional environmental studies required as determined through coordination with Caltrans and review of initial studies
- CEQA/NEPA documentation preparation
- Permit application package preparation
- Mitigation monitoring, if required

TASK 9 - PROJECT REPORT

Task 9.1 - Project Report

QEI will develop a Project Report to summarize the findings of the completed work-to-date. In summary, the report will include the following:

- Site visit (field investigation) notes
- Design Hydraulic Study
- Preliminary Geotechnical Report
- Preliminary right-of-way information
- Utility relocation/protection information
- Preliminary construction staging & detour requirements
- Preliminary alignment drawings Bridge APS drawings
- Bridge Type Selection Report
- APS discussion and evaluation
- Summary of environmental studies
- Construction cost estimate for each alternative
- Alignment and bridge type selection recommendation
- Schedule to complete final design & construction
- 35% Plans of the preferred alternative

This report will be presented to and discussed with the County in draft form. All comments will be addressed and incorporated into the final report. Final design will occur upon concurrence by the County and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project's final design.

PHASE 3 – FINAL DESIGN (Optional)

Per the Statement of Qualifications, the *Scope of Work* for this phase will be defined at the completion of Phase 2. The *Scope of Work Overview* provides a bulleted item list of the typical tasks/deliverables for this Phase.

PHASE 4 – CONSTRUCTION SUPPORT (Optional)

Per the Statement of Qualifications, the *Scope of Work* for this phase will be defined at the completion of Phase 3. The *Scope of Work Overview* provides a bulleted item list of the typical tasks/deliverables for this Phase.

ATTACHMENT B

AND **AGREEMENT BETWEEN COUNTY OF INYO**
Quincy Engineering, Inc.
FOR THE PROVISION OF Bridge Engineering Consultant **SERVICES**

TERM:

FROM: February 12, 2012 **TO:** December 31, 2015

SCHEDULE OF FEES:

The contractor shall be compensated at the rates shown in Quincy Engineering, Inc.'s Year 2012 Hourly Rates sheet (attached as page 10A) for the services described in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A, Scope of Work.

The costs shown in the Cost Proposals for each project (10B, 10C, and 10D) are estimates of probable costs, and are presented for information only. The actual costs billed may differ, depending on the actual number of hours and actual direct costs incurred by the contractor. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments.



Year 2013 Hourly Rates (Design and Construction Management)

Rates are effective January 1, 2013 through December 31, 2013

Labor by Classification	Hourly Rate
Principal Engineer	\$60 - \$75
Senior Engineer	\$45 - \$70
Associate Engineer	\$32 - \$55
Assistant Engineer*	\$25 - \$40
Senior Engineering Tech*	\$30 - \$45
Engineering Tech/Assistant*	\$18 - \$35
CAD Manager*	\$32 - \$50
CAD Tech*	\$20 - \$32
Administrative Assistant/Support Staff*	\$10 - \$35
Senior Project Manager/Proj Manager	\$50 - \$75
Project Engineer	\$35 - \$72
Resident Engineer/Bridge Rep	\$40 - \$68
Senior Inspector*	\$35 - \$58
Inspector*	\$20 - \$45
Overhead Rate	173.1%

Other Direct Costs

Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Color in office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate (\$.565/mi.)
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem	\$160 per day
Long Term Per Diem	\$2,100 per month
Field Vehicle	\$1,450 per month
Field Computer/Printer	\$210 per month
Field Cellular Phone	\$125 per month
Prevailing Wage Differential**	Cost Plus Payroll Taxes
Misc. Cost	Cost

Fee

Labor + Overhead	10% - 15%
Other Direct Costs	0% - 10%

Notes:

*Overtime rates apply to these classifications and will be charged at 1.5 times the hourly rate.

**Prevailing Wage Differentials may apply for Construction Inspection Services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

Quincy Engineering, Inc.

Year 2013 Hourly Rates (Surveying)

Rates are effective January 1, 2013 through December 31, 2013

Labor by Classification Hourly Rate

Field Classifications

Party Chief ^{1,2}	\$30-60
Instrumentman ^{1,2}	\$20-45
Chainman/Rodman ^{1,2}	\$20-55
One Man Crew ^{1,2}	\$30-55
Two Man Crew ^{1,2}	\$60-110

Office Classifications

Senior Surveyor/Survey Department Manager	\$40-60
Associate Surveyor/Project Surveyor	\$30-55
Survey Technician ¹	\$25-45
Drafting Technician ¹	\$20-32
Office Support Staff ¹	\$10-35

Overhead 173.1%

Other Direct Costs Rate

Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Color in office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate (\$.565/mi.)
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem	\$160 per day
Long Term Per Diem	\$2100 per month
Prevailing Wage Differential**	Cost Plus Payroll Taxes
Misc.	Cost

Fee

Labor + Overhead	10-15%
Other Direct Costs	0-10%

Notes:

¹ Overtime rates apply to these classifications and will be charged at 1.5 times the hourly rate.

² Prevailing Wage Differentials may apply for Surveying Services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

LOCATION 1 - Cost Summary PHASE 1

EXHIBIT B- Inyo County - PHASE 1 - LA Aqueduct on Carroll Road
Project Number: BRLD-5948(074)

Date: 1/25/2013

Quincy Engineering, Inc.

Direct Labor:	\$7,804.56
Escalation for Multi-Year Project (0.0%):	\$0.00
Overhead (173.1%):	<u>\$13,509.69</u>

A. Labor Subtotal \$21,314.25

Subconsultant Costs:

WRECO	UDBE	10%	\$3,600.00
Kleinfelder			\$3,600.00
Panorama	UDBE	10%	\$3,600.00
			\$0.00
Total UDBE		20%	<u>\$0.00</u>

B. Subconsultant Subtotal \$10,800.00

Other Direct Costs:

Travel	650 miles @	\$0.565	\$367.25
Pier Diem/ Hotel	2 people	2 days @	\$160.00
Phone/Fax			\$0.00
Delivery	3 @	\$31.50	\$94.50
Printing: Blue Line			\$0.00
Vellum			\$0.00
8 1/2 X 11 Reproduction			\$0.00
11 X 17 Reproduction			\$0.00
Mounting Boards for Presentations			\$0.00
Newsletters (Translation and printing)			\$0.00
Mallings (6x)			\$0.00

C. Direct Cost Subtotal: \$1,101.75

Labor Subtotal A. =	\$21,314.25
Fixed Fee (14.0%):	\$2,984.00
Subconsultant Subtotal B. =	\$10,800.00
Fixed Fee (0.0%):	\$0.00
Direct Cost Subtotal: C. =	\$1,101.75
Fixed Fee (0.0%):	<u>\$0.00</u>

TOTAL =

\$36,200.00

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 173.1% plus fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

LOCATION 2 - Cost Summary

Exhibit B

PHASE 1

EXHIBIT B- Inyo County - PHASE 1 - LA Aqueduct on Walker Creek Road

Project Number: *BRLO-5948(076)*

Date: *1/25/2013*

Quincy Engineering, Inc.

Direct Labor:	\$7,804.56
Escalation for Multi-Year Project (0.0%):	\$0.00
Overhead (1.731):	<u>\$13,509.69</u>

A. Labor Subtotal \$21,314.25

Subconsultant Costs:

WRECO	UDBE	10%	\$3,600.00
Kleinfelder			\$3,600.00
Panorama	UDBE	10%	\$3,600.00
			\$0.00
Total UDBE		20%	\$0.00

B. Subconsultant Subtotal \$10,800.00

Other Direct Costs:

Travel	650 miles @	\$0.565	\$367.25
Pier Diem/ Hotel	2 people	2 days @	\$160.00
Phone/Fax			
Delivery	3 @	\$31.50	\$94.50
Printing: Blue Line			
Vellum			
8 1/2 X 11 Reproduction			
11 X 17 Reproduction			
Mounting Boards for Presentations			
Newsletters (Translation and printing)			
Mailings (6x)			

C. Direct Cost Subtotal: \$1,101.75

Labor Subtotal A. =	\$21,314.25
Fixed Fee (14.0%):	\$2,984.00
Subconsultant Subtotal B. =	\$10,800.00
Fixed Fee (0.0%):	\$0.00
Direct Cost Subtotal: C. =	\$1,101.75
Fixed Fee (0.0%):	<u>\$0.00</u>

TOTAL = **\$36,200.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 173.1% plus fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

LOCATION 3 - Cost Summary PHASE 1

EXHIBIT B- Inyo County - PHASE 1 - Oak Creek Road

Project Number: BRLO-5948(075)

Date: 1/25/2013

Quincy Engineering, Inc.

Direct Labor:	\$7,804.56
Escalation for Multi-Year Project (0.0%):	\$0.00
Overhead (1.731):	\$13,509.69
A. Labor Subtotal	\$21,314.25

Subconsultant Costs:

WRECO	UDBE	10%	\$3,600.00
Kleinfelder			\$3,600.00
Panorama	UDBE	10%	\$3,600.00
			\$0.00
Total UDBE		20%	\$0.00

B. Subconsultant Subtotal **\$10,800.00**

Other Direct Costs:

Travel	650 miles @	\$0.565	\$367.25
Pier Diem/ Hotel	2 people	2 days @	\$640.00
Phone/Fax			
Delivery	3 @	\$31.50	\$94.50
Printing: Blue Line			
Vellum			
8 1/2 X 11 Reproduction			
11 X 17 Reproduction			
Mounting Boards for Presentations			
Newsletters (Translation and printing)			
Mallings (6x)			
C. Direct Cost Subtotal:			\$1,101.75

Labor Subtotal A. =	\$21,314.25
Fixed Fee (14.0%):	\$2,984.00
Subconsultant Subtotal B. =	\$10,800.00
Fixed Fee (0.0%):	\$0.00
Direct Cost Subtotal: C. =	\$1,101.75
Fixed Fee (0.0%):	\$0.00

TOTAL = **\$36,200.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 173.1% plus fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

ATTACHMENT C

AND **AGREEMENT BETWEEN COUNTY OF INYO**
Quincy Engineering, Inc.
FOR THE PROVISION OF Bridge Engineering Consultant **SERVICES**

TERM:

FROM: February 12, 2012 **TO:** December 31, 2015

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The consultant shall be compensated at the rates shown in Quincy Engineering, Inc.'s Year 2012 Hourly Rates sheet (Attachment B, page 10A) for Travel and Per Diem expenses.

ATTACHMENT D

AND **AGREEMENT BETWEEN COUNTY OF INYO**
Quincy Engineering, Inc.
FOR THE PROVISION OF Bridge Engineering Consultant **SERVICES**

TERM:

FROM: February 12, 2013 **TO:** December 31, 2015

FORM W-9

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

ATTACHMENT E

AND **AGREEMENT BETWEEN COUNTY OF INYO**
FOR THE PROVISION OF Quincy Engineering, Inc.
Bridge Engineering Consultant **SERVICES**

TERM:

FROM: February 12, 2013 **TO:** December 31, 2015

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

ATTACHMENT F

AGREEMENT BETWEEN COUNTY OF INYO
AND Quincy Engineering, Inc.
FOR THE PROVISION OF Bridge Engineering Consultant SERVICES

TERM:

FROM: February 12, 2013 TO: December 31, 2015

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read:

"Any authorized representative of the County, or of a *federal or state agency*, shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Contractor, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Contractor warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the contractor, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the contractor. The provisions of the section entitled "County Property" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

6. **Contractor's Endorsement on PS&E/Other Data.** The contractor's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Contractors must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The contractor shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **Safety.** The contractor shall comply with OSHA regulations applicable to the contractor regarding necessary safety equipment or procedures. The Contractor shall comply with safety instructions issued by the county's project manager and other county representatives. Contractor personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



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

5

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 26, 2013

SUBJECT: Lone Pine Sheriffs Office Addition Project

DEPARTMENTAL RECOMMENDATION:

1. Recommend the Board approve the Acceptance of Terms from LADWP to install an addition to the Lone Pine Sheriff's Substation; and
2. Authorize the Board Chairperson to sign the acknowledgement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board recently approved the plans and specifications for the Lone Pine Sheriff's Substation. The County has awarded a contract for the installation and the work is progressing. In 2010, the DWP provided written permission to install the modular addition to the Substation building and the County accepted the terms of the permission, but the original permission has lapsed. The original permission lapsed because the bids that were received during the two rounds of bidding for new construction were greater than the monies budgeted for the work.

The approval presented here is a formalization of the verbal permission provided by the DWP following from the previous permission granted in 2010 and will acknowledge the terms and conditions for the installation of the addition by the LADWP.

ALTERNATIVES:

Not approve the LADWP acceptance of terms and condition to install the modular building addition. This is not recommended because it may affect future similar projects in the future.

OTHER AGENCY INVOLVEMENT:

The Public Works Department for coordinating the installation of the modular building addition
Sheriffs Office, the lessee of the Sheriffs Substation
Los Angeles Department of Water and Power, owner of the property
County Counsel for review of the permission and this agenda item

FINANCING:

The funds for this project are provided by Budget Unit No. 022705 Lone Pine Substation, (Object Code 5700, Construction in progress)

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.) Riddle Approved: <u>—</u> Date <u>3.18.13</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>NA</u> Date <u> </u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>NA</u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are Received)



Date:

3-20-13



ANTONIO R. VILLARAIGOSA
Mayor

Commission
THOMAS S. SAYLES, *President*
ERIC HOLOMAN, *Vice-President*
RICHARD F. MOSS
CHRISTINA E. NOONAN
JONATHAN PARFREY
BARBARA E. MOSCHOS, *Secretary*

RONALD O. NICHOLS
General Manager

March 7, 2013

Mr. Paul Hancock
Inyo County Department of Public Works
P.O. Drawer Q
Independence, CA 93526

Dear Mr. Hancock:

Subject: Request to Install an Office Addition at the Lone Pine Sheriff's Substation

This is in response to your letter dated January 24, 2013, to Mr. Clarence Martin, requesting permission to install an office addition at the Lone Pine Sheriff's Substation on the City of Los Angeles (City)-owned property located at 726 N Main Street, Lone Pine, California (copy of map enclosed).

LA's the Place

Permission is contingent on the Los Angeles Department of Water and Power (LADWP) receiving a signed copy of this letter indicating your acceptance of the terms and conditions listed below. Please return the signed copy of this letter to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. If it has not been returned within 30 days, we will assume that you no longer plan to do this work and this permission shall be considered null and void.

This permission is subject to the following terms and conditions:

1. Construction of the office addition shall be completed by January 31, 2014. If additional time is needed, it will be necessary for you to telephone our Real Estate office at (760) 873-0370 and request an extension.
2. The improvements shall be constructed as shown on the plans provided. If you desire to make additional improvements at this site, the proposed work must be approved, in writing, prior to commencing any additional work.
3. It shall be your responsibility to obtain any necessary permits and to ensure compliance with all applicable requirements. A copy of all permits shall be submitted to our office prior to construction.
4. Two sets of as-built plans shall be submitted to our office upon completion of the work.

Water and Power Conservation . . . a way of life

□ Bishop, California mailing address: 300 Mandich Street • Bishop, CA 93514-3449 • Telephone: (760) 873-0208 • Fax (760) 873-0266
111 North Hope Street, Los Angeles, CA 90012-2607 • □ Mailing address: Box 51111 • Los Angeles, CA 90051-0100
Telephone: (213) 367-4211 • Cable address: DEWAPOLA

5. Please notify our office when this work has been completed so that we may perform an inspection and update our records.
6. Said improvements shall be and remain the property of the County of Inyo.
7. The acceptance and exercise of this permission shall be without liability or expense to the City and LADWP.
8. Indemnification – General: County of Inyo acknowledges that it has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-permittees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to County of Inyo employees, contractors, customers, invitees, and agents, or persons who enter onto the premises, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this permission or to the premises covered under this permission, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this permission that give rise to future claims, even if the actual claim comes against the Indemnitees after the permission has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this permission.
9. Indemnification – Environmental: County of Inyo on behalf of itself and its successors, assigns, and sub-permittees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of

Mr. Paul Hancock
Page 3
March 7, 2013

action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including County of Inyo employees, contractors, customers, invitees, and agents, or persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by County of Inyo of any term and/or condition of this agreement, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by County of Inyo or its personnel with respect to the subject area/property covered under this permission, on the part of the County of Inyo or its officers, agents, employees, or sub-permittees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

If you have any questions regarding this permission, please write to our office at the above-noted address, or you may telephone Ms. Karen Philbrook, Real Estate Officer, at (760) 873-0234. Again, this permission will not be valid unless a signed copy of this letter has been returned to this office.

Sincerely,

ORIGINAL SIGNED BY
JAMES G. YANNOTTA

James G. Yannotta
Manager of Aqueduct

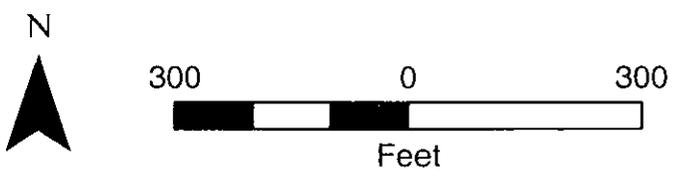
Enclosures (to be signed, dated, and returned)
c: Mr. Clarence E. Martin
Ms. Karen Philbrook
Real Estate

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT, AND ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS PERMISSION AS BINDING ON BEHALF OF THE ENTITY TO WHOM SAID PERMISSION IS GRANTED.	
DATED: _____	
BY: _____	SIGNATURE



T15S, R35E, S21

NOTES
 1. THIS MAP WAS PREPARED TO INDICATE AN APPROXIMATE LOCATION OF THE SUBJECT PREMISES
 2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN



Subject Premises
 0.73 Ac.
 BL 1499

05-031-01C



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 6
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- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 26, 2013

SUBJECT: Approval of a budget amendment to the Public Works Department's budget, and award of the construction contract for the Independence Town Roads Rehabilitation Project.

DEPARTMENTAL RECOMMENDATIONS: Request that the board:

1. Approve a budget amendment for fiscal year 2012/2013 increasing estimated revenue in the State Funded Road Budget #034601, object code State Other (4499) by \$985,000, and object code Other Agencies (4599) by \$250,000; increase appropriations in object code Independence Town Rehabilitation (5733) by \$1,235,000; and
2. Award the contract for the Independence Town Roads Rehabilitation Project as recommended by staff and contingent upon obtaining appropriate signatures. *(Recommendations to be presented at the meeting.)*

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the February 5, 2013 meeting of the Board of Supervisors, the board approved the plans and specification for the Independence Town Roads Rehabilitation Project, and authorized the public works director to advertise for bids for the project.

On Friday, March 8, 2013, bids were opened for the Independence Town Roads Rehabilitation Project. The Public Works Department staff is currently reviewing the bids and will provide a recommendation to the Board at the scheduled meeting. A summary of the bids will be presented to the Board with the recommendation.

County counsel's review of the bids determined that the low bidder for the project, Herback General Engineering (Herback), was non-responsive to the requirements of the bid documents. Attached to this agenda item is Herback's protest of that determination.

The objective of the project is to improve the pavement conditions on North Clay, Market, Washington, Payne, Park and Rosedale Streets in Independence. The streets exhibit moderate to severe transverse, longitudinal, and block cracking. The average Pavement Condition Index (PCI) for these roads is 55, which is a condition level of "fair". The county average PCI is 61. After resurfacing, these roads would have a PCI of 100. Therefore, resurfacing would increase the county's overall PCI.

The Bid Package for the project included a base bid and two additive bid item lists to ensure that the maximum amount of improvements could be included in the project. The base bid included items to pulverize the central 24-foot width of pavement on the streets, install a 2-inch-thick hot mix asphalt on the central 24-foot width, and install a chip seal on the entire width of the streets. Base bid items also included installation of curb ramps that are in compliance with the Americans with Disabilities Act, new signs, striping, and pavement markings. The first additive bid item list included an item to install a fog seal over the entire pavement width. The second additive bid item list included items to install drainage improvements on Payne Street.

The contract documents provide 60 working days (approximately 3 months) for completion of the project. The contractor will be required to provide one-lane traffic control and other measures to minimize impacts to traffic using the road, and maintain access to residences. Construction is anticipated to begin during May.

This project was originally identified in the 2006 State Transportation Improvement Programs (STIP). In 2008, the CTC approved a scope change and funded the construction component in the amount of \$885,000. Due to escalated construction costs over time and STIP suspensions, the construction component of the project was delayed and reprogrammed into the 2012 STIP in an amount of \$985,000. According to the timely use of funds requirement for STIP-funded projects, the contract for the project must be awarded before March 31, 2013 or the funds will be rescinded.

To ensure that both additive bid item lists, construction contract change orders, construction engineering, and materials testing costs for the project can be fully reimbursed, the county will request that the Local Transportation Commission (LTC) approve an additional \$250,000 of Transportation Enhancement Act (TEA) Exchange Funds. This request was agendized for the LTC meeting that will be held on March 20, 2013. The county will discuss the result of this request when the bid results and recommendations for contract award are presented to the Board.

ALTERNATIVES:

The board could reject all bids. This is not recommended because repairs to the streets are necessary to improve the PCI, ride quality and maintainability of the streets. Additionally, the STIP funding programmed for the project will be rescinded, and will not be available to the county for future projects.

OTHER AGENCY INVOLVEMENT:

The auditor's office
County counsel

FINANCING: The project is funded by the STIP, which will reimburse the county for up to \$985,000 of the construction and construction engineering costs of the project (the 11.47 percent match for STIP funds are provided by Toll Credits). If the LTC approves the request for an additional \$250,000 in TEA Exchange funds, up to \$1,235,000 of the construction and construction engineering costs of the project can be reimbursed.

The cost of construction will be paid through budget unit 034601, State Funded Roads, object code 5733, Independence Town Rehabilitation. STIP procedures require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, these funds will be loaned from the road fund and reimbursed with STIP funds. TEA Exchange funds will be advanced to the county if the LTC approves the request, and can used to directly fund the project.

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.) <i>Riddle</i> Approved: <input checked="" type="checkbox"/> Date <u>3-19-13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>Leslie L. Chapman</i> Approved: <input checked="" type="checkbox"/> Date <u>3/20/13</u>
PERSONNEL DIRECTOR <i>BUDGET</i>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <i>[Signature]</i> Approved: <input checked="" type="checkbox"/> Date <u>3-20-13</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) *Lyn M. Hays*
Date: 3/20/2013

ERIN K. McDONOUGH
SENIOR COUNSEL
DIRECT DIAL (916) 491-3021
DIRECT FAX (916) 491-3081
E-MAIL emcdonough@hansonbridgett.com



March 20, 2013

VIA FACSIMILE & EMAIL – rkeller@inyocounty.us

Randy Keller
County Counsel
Inyo County
PO Box M
Independence, CA 93526

**Re: Protest of Inyo County's Intent to Determine Herback General Engineering's Bid To Be Nonresponsive
Independence Town Roads Rehabilitation Project
Project No. RPL-5948(065)
Bid Opening: March 8, 2013
Our File No. 31023.1**

Dear Mr. Keller:

This firm represents Herback General Engineering ("Herback") regarding the award of the above-referenced contract. This letter is to put you on notice that Herback intends to challenge the County of Inyo's (the "County") incorrect conclusion that Herback's bid was nonresponsive and to, if necessary, file a petition for a writ of mandate and request a temporary stay order to preclude the County from contracting with any other entity to perform work on the above-referenced project.

On or about March 8, 2013, Herback, a sole proprietorship of Gregory Herback, submitted a bid to the County in the amount of \$927,847.41 for the public work of improvement project referred to as Independence Town Roads Rehabilitation Project, Project No. RPL-5948(065) (the "Project"). The bid was signed by Terri McGuigan Beauchamp, as the attorney-in-fact for Gregory Herback. At the time of bid opening, Herback's bid was the lowest monetary bidder.

On March 18, 2013, Herback was advised by the County that its bid was not responsive "because the bid must be signed by the someone who can contractually bind the company." Contrary to the County's contention, Ms. Beauchamp as Mr. Herback's attorney-in-fact can contractually bind Mr. Herback's sole proprietorship. Therefore, Herback's bid is responsive and must be accepted by the County.

As you are aware, a power of attorney is a written instrument, however denominated, that is executed by a natural person having the capacity to contract and that grants authority to an attorney in fact. (Prob. Code §§ 4120, 4022, 4026, 4123.) Moreover, a power of attorney is legally sufficient if all of the following requirements are met: (1) the power of attorney contains the date of execution; (2) the power of attorney is signed by either the principal or in the principal's name by some other adult in the principal's presence and at the principal's direction; and (3) the power of attorney is either acknowledged before a notary public or signed by at least

two qualified witnesses. (Prob. Code. § 4121). In a power of attorney, a "principal may grant authority to an attorney-in-fact to act on the principal's behalf with respect to all lawful subjects and purposes or with respect to one or more express subjects or purposes." (Prob. Code § 4123(a).)

Mr. Herback's Power of Attorney, a copy of which is attached, is legally sufficient in that it complies with Probate Code Section 4121. Specifically, it contains the date of execution (January 4, 2013), is signed by the principal, Gregory Herback, and is acknowledged before a notary public. Further, Mr. Herback's Power of Attorney grants to Ms. Beauchamp the authority to, among other things, "take any action [she] deems necessary with any business that [Mr. Herback] may own or have an interest in by doing any act which can be done through an attorney-in fact. This power includes, but is not limited to, the power to execute, seal and deliver any instrument . . ." Thus, the Power of Attorney is valid under California Law and gives Ms. Beauchamp the authority to enter into contracts on behalf of Mr. Herback and Herback General Engineering, which is Mr. Herback's sole proprietorship.

Probate Code section 4300 requires a third party to "accord an attorney-in fact acting pursuant to the provisions of a power of attorney the same rights and privileges that would be accorded the principal if the principal were personally present and seeking to act." Accordingly, the County must accord Ms. Beauchamp, as Mr. Herback's attorney in fact acting pursuant to the provisions of a power of attorney, the same rights and privileges that would be accorded Mr. Herback if he were personally present and seeking to act. Thus, Herback's bid must not be rejected solely on the basis that Ms. Beauchamp is acting as an attorney-in-fact for Mr. Herback because the County has no basis to reject Herback's bid had Mr. Herback personally signed it.

If the County doubts the authority of Ms. Beauchamp to act on behalf of Mr. Herback, the County's remedy is to require Ms. Beauchamp to provide identification, specimens of signatures of the principal and attorney-in-fact, or any other information reasonably necessary or appropriate to identify the principal and the attorney-in-fact pursuant to Probate Code section 4302. The County may also require Ms. Beauchamp to provide Mr. Herback's current and permanent residence address before agreeing to engage in any transaction. (Prob. Code § 4302). Herback and Ms. Beauchamp are prepared to comply with any of the above contingencies. The County, however, may not flatly reject Herback's bid.

California public policy strongly favors vigorous protection of the integrity of the public bidding process. Nearly 25 years ago, in *Konica Business Machines U.S.A., Inc. v. Regents of University of California*, 206 Cal.App.3rd 449, 456-57 (1988) the Court of Appeal commented on the importance of strictly following the rules of the competitive bidding process, in spite of missed cost advantages for the taxpayers, even where actual favoritism, fraud, or corruptions may not be present:

"Because of the potential for abuse arising from deviations from strict adherence to standards which promote these public benefits, the letting of public contracts universally receives close judicial scrutiny and contracts awarded without strict compliance with bidding requirements will be set aside. This preventative approach is applied even when it is certain there was in fact no corruption or adverse effect upon the bidding process, and the

Randy Keller
March 20, 2013
Page 3

deviations would save the entity money. [Citations omitted.] The importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements." [Citation omitted.]

The facts of this case plainly demonstrate that the failure of the County to award the project to Herback, the lowest responsive and responsible bidder, wildly deviates from the bidding requirements, and any contract awarded to the second lowest bidder should be set aside. In the event the County disregards well-established public bidding requirements and awards the contract to the second low bidder (or any other bidder) despite Herback being the lowest responsive and responsible bidder, Herback is prepared to file a petition for a writ of mandate and request a temporary stay order to preclude the County from contracting with any other entity to perform work on the above-referenced project.

If you have any questions or would like to discuss further, please feel free to give me a call.

Very truly yours,



Erin K. McDonough

EKM:EKM

cc: Terri Beauchamp
Michelle Taylor

Enclosure

POWER OF ATTORNEY

THIS Power of Attorney is given by me, Gregory Carl Herback, presently of 1133 Mt Canary Rd, South Lake Tahoe, in the State of California, on the 4th day of January, 2013.

1. **Previous Power of Attorney**

I **REVOKE** any previous power of attorney granted by me.

2. **Attorney-in-fact**

I **APPOINT** Terri McGuigan Beauchamp, of 1670 Crowne Way, Minden, Nevada, to act as my Attorney-in-fact.

3. **Governing Laws**

This instrument will be governed by the laws of the State of Nevada. Further, my Attorney-in-fact is directed to act in accordance with the laws of the State of Nevada at any time he or she may be acting on my behalf.

4. **Delegation of Authority**

My Attorney-in-fact may not delegate any authority granted under this document.

5. **Liability of Attorney-in-fact**

My Attorney-in-fact will not be liable to me, my estate, my heirs, successors or assigns for any action taken or not taken under this document, except for willful misconduct or gross negligence.

6. **Powers of Attorney-in-fact**

My Attorney-in-fact will have the following power(s):

Initials

a. X GH **Banking Transactions**

To do any act that I can do through an attorney-in-fact with a bank or other financial institution. This power includes, but is not limited to, the power to:

- i. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.
- ii. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.

GH **Carl**

- iii. Borrow money from any banking or financial institution if deemed necessary by my Attorney-in-fact, and to manage all aspects of the loan process, including the placement of security and the negotiation of terms.
- iv. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.
- v. Have access to any safe deposit box that I might own, including its contents.
- vi. Create and deliver any financial statements necessary to or from any bank or financial institution.

b. X GA **Business Operating Transactions**

To take any action my Attorney-in-fact deems necessary with any business that I may own or have an interest in by doing any act which can be done through an attorney-in-fact. This power includes, but is not limited to, the power to execute, seal and deliver any instrument; participate in any legal business of any kind; execute partnership agreements and amendments; to incorporate, reorganize, consolidate, merge, sell, or dissolve any business; to elect or employ officers, directors and agents; and to exercise voting rights with respect to any stock I may own, either in person or by proxy.

c. X GA **Insurance Transactions**

To do any act that I can do through an attorney-in-fact with any insurance policy. This power includes, but is not limited to, the power to pay premiums, start, modify or terminate policies, manage all cash payouts, borrow from insurers and third parties using insurance policies as collateral, and to change the beneficiaries on any insurance policies on my life. Unless my Attorney-in-fact was already a beneficiary of any policy before the signing of this document, my Attorney-in-fact cannot name himself or herself as a beneficiary of such policy.

d. X GA **Claims and Litigation Matters**

To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against me. This power includes, but is not limited to, the power to: appear on my behalf or retain an attorney and any other professional personnel necessary to defend or assert any claim before any court, board, or tribunal, and the power to settle any claim against me in whichever forum or manner my Attorney-in-fact deems prudent, and to receive or pay any resulting settlement.

e. X GA **Government Benefits**

To act on my behalf in all matters that affect my right to allowances, compensation and reimbursements properly payable to me by the Government of the United States or any agency or department thereof. This power includes,

[Handwritten signature] GA

but is not limited to, the power to prepare, file, claim, defend or settle any claim on my behalf and to receive and manage as my Attorney-in-fact sees fit any proceeds of any claim.

f. X GA **Family Care**

To make whatever expenditures are required for the maintenance, education, benefit, medical care and general advancement of me, my spouse and dependent children, and other persons that I have chosen or which I am legally required to support, any of which may include my Attorney-in-fact. This power includes, but is not limited to, the power to pay for housing, clothing, food, travel and other living costs.

g. X GA **Tax Matters**

To act for me in all matters that affect my local, state and federal taxes and to prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authority to:

- i. prepare, sign and file income and other tax returns with federal, state, local and other governmental bodies, and to receive any refund checks.
- ii. obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

7. **Attorney-in-fact Compensation**

My Attorney-in-fact will receive no compensation except for the reimbursement of all out of pocket expenses associated with the carrying out of my wishes.

8. **Co-owning of Assets and Mixing of Funds**

My Attorney-in-fact may not mix any funds owned by him or her in with my funds and all assets should remain separately owned if at all possible.

9. **Personal Gain from Managing My Affairs**

My Attorney-in-fact is not allowed to personally gain from any transaction he or she may complete on my behalf.

10. **Effective Date**

This power of attorney will start immediately upon signing. Under no circumstances will the powers granted in this power of attorney continue after my mental incapacity or death.

11. **Termination of Power of Attorney**

April 20, 2013.

12. **Attorney-in-fact Restrictions**

This Power of Attorney is not subject to any conditions or restrictions other than those noted

Handwritten signature/initials

above.

13. **Notice to Third Parties**

Any third party who receives a valid copy of this Power of Attorney can rely on and act under it. A third party who relies on the reasonable representations of my Attorney-in-fact as to a matter relating to a power granted by this Power of Attorney will not incur any liability to the principal or to the principal's heirs, assigns, or estate as a result of permitting the Attorney-in-fact to exercise the authority granted by the Power of Attorney up to the point of revocation of the Power of Attorney. Revocation of the Power of Attorney will not be effective as to a third party until the third party receives notice and has actual knowledge of the revocation.

14. **Severability**

If any part of any provision of this instrument is ruled invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this instrument.

15. **Acknowledgment**

I, **Gregory Carl Herback**, being the Principal named in this Power of Attorney hereby acknowledge:

- a. I have read and understand the nature and effect of this Power of Attorney.
- b. I am of legal age in the State of Nevada to grant a Power of Attorney.
- c. I am voluntarily giving this Power of Attorney.

IN WITNESS WHEREOF I hereunto set my hand and seal at the City of Minden, in the State of Nevada, this 4th day of January, 2013.

SIGNED, SEALED AND DELIVERED

in the presence of:

Don Marse Don Marse

WITNESS (Sign and Print)

2531 N. GARDEN ROAD MINDEN, NV
ADDRESS 89423

Gregory Carl Herback
Gregory Carl Herback

THH Carl

NOTARY ACKNOWLEDGEMENT

State of Nevada)
) ss.
County of Douglas)

This instrument was acknowledged before me on the 4th day of January, 2013, by Gregory Carl Herback.



Michelle Taylor
Notary Public

My commission expires: 8/6/16

GH

INSTRUCTIONS FOR EXECUTING YOUR POWER OF ATTORNEY

Before signing your Power of Attorney, ensure you have read it and understand your document.

To be valid, you must sign the document with your usual check signing signature. You should also initial each page of the document. The signing and the initialing of the pages must occur in the presence of your notary or witness(es). For every power that you have given to your Attorney-in-fact you must write your initials in the space provided. If this is not done it may affect the validity of your document.

After you have signed and initialled your document in front of your notary or witness(es), your notary or witness(es) must sign on the applicable page of the Power of Attorney and should initial each page. This must occur in the presence of you.

Most jurisdictions require that a Power of Attorney be signed before a Notary Public if it is durable or grants power over land or property. Some jurisdictions also require that witnesses be present. Even if they are not required for your state it is often recommended to have witnesses to make the document more acceptable to those that will have to deal with it. Those jurisdictions that do not require that the Power of Attorney be signed in front of a notary usually require that two witnesses are used. Even if a notary is not required it is still often recommended.

Remember that your witness(es) cannot be your spouse, partner, child, your attorney or alternate attorney, or the spouse of your attorney or alternate attorney. Some jurisdictions disallow witnesses that are mentioned in your will, either as beneficiary or executor/executrix. You should generally avoid having witnesses that have any financial relationship with you. The witness(es) must be of legal age in your jurisdiction, they must have capacity and be mentally capable of managing their property and making their own decisions.

If your Power of Attorney will be used to transfer real property (land) your Attorney-in-fact will likely need to have the document recorded in order for the Power of Attorney to be recognized. This takes place at the land registry office in the jurisdiction where the real property (land) is located.

A handwritten signature in black ink, appearing to be 'G. J. ...' followed by a stylized flourish.



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 XX a.m. Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: March 26, 2013

SUBJECT: Building Blocks for Sustainable Communities: Neighborhood Planning for Healthy Aging.

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors: Receive an update from staff about the progress on the Neighborhood Planning for Healthy Aging project and appoint a Board member to be on the stakeholder committee and participate in the community workshop.

SUMMARY DISCUSSION:

The County was chosen from approximately 20 applicants for the Building Blocks for Sustainable Communities Program, Tool for Neighborhood Planning for Healthy Aging. This program provides quick technical assistance (tools) to address issues that affect the lives of older populations. This tool can come in the form of several different things including: data and information that can be analyzed and used for policy development, a list of action items that the County can use to target issues and/or a package of agendas, presentations and exercises for the County to use to facilitate additional discussions around a series of data and issues that affect the senior population. The County's population demographics include 16.6% of the population is over 65-years and 32.6% are part of the baby boomer cohort (1946-1964), indicating the County's population will have an even higher percentage of people over the age of 65 in the years soon to come (2010 US Census). Many of the County's seniors are on fixed, low, incomes and have difficulty procuring goods and services, affordable housing, opportunities to socialize, exercise, as well as get medical attention due to the vast travel distances between services, and a limited public transportation system. This tool kit will help the County focus attention on the needs of its growing senior population and take steps to help address their issues.

The steps in this program are:

- Data gathering (6-8weeks), County staff is working with EPA staff to collect data;
- Two phone meetings with County and EPA staff will be held to refine data collection, review tool elements and develop the workshop goals and objective;
- One-two day workshop (the goal of the workshop is to define the next steps – ideas that can be put into place, by the community); and,
- Next steps memo (ideas and tools that can be put into place).

In preparation for the workshop planning staff has been working on 'homework' items. These include:

- Identifying a specific geographic area to use for the study and toolkit development;
- Determining focal issues such as, transportation and accessibility;
- Putting together a multi-disciplinary stakeholder committee;
- Coordinating a community workshop.

Planning and Health and Human Services staff has already met to discuss geographic areas and put together a list of people who they believe should be at the community workshop. Staff has preliminarily identified Lone Pine as the target community for this planning work due to a relatively high population of lower-income seniors. The Consultants working with the EPA will be in contact with County staff to refine the geographic area based on their analysis of the County and any tools developed based on Lone Pine can be used in any community or neighborhood in the County. The list of people for the workshop include representatives from: the Inyo County Planning Commission; the Eastern Sierra Transit Authority; Toiyabe Indian Health Project; Advisory Council for Eastern Sierra Area Agency on Aging; Southern Inyo Healthcare District; the Lone Pine Chamber; a Lone Pine senior resident who participates on the Eastern Sierra Area Agency on Aging; and, County staff from the public works, planning and Health and Human Services departments. Consultant staff from the EPA's Partnership for Sustainable Communities will be in Inyo County to conduct the workshop on May 30th and 31st. The workshop will include a discussion of the issues facing County seniors and issues specific to the geographic area defined for the project and potential strategies and actions will be provided by the EPA consultant team. The EPA team is made up of private sector experts including: Lawrence Frank an expert on the relationship between health and urban design and Susan Robinson from the International City/County Management Association (ICMA). They will be working with County staff and stakeholders. Staff is asking that the Board appoint a member to attend the community workshop to participate in the discussion.

ALTERNATIVES:

Do not appoint a Board member to be on the workshop committee. This will take away the Board's valuable input into the development of the Tool for Neighborhood Planning for Healthy Aging.

OTHER AGENCY INVOLVEMENT:

This program is a collaborative effort among the U.S. Department of Housing and Urban Development, the U.S. Department of Transportation, and the U.S. Environmental Protection Agency. Staff from these agencies, as well as, the Eastern Sierra Transit Authority, Toiyabe Indian Health Project, Advisory Council for Eastern Sierra Area Agency on Aging, Southern Inyo Healthcare District will be working with County staff on this project. County planning staff is coordinating with Health and Human Services, and Public Works staff on the project.

FINANCING:

This project is funded by the Partnership for Sustainable Communities, the County will provide minimal staff time in setting up community meetings, attending consultation meetings, and providing data. Staff can absorb this work with existing resources.

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

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

A handwritten signature in blue ink, appearing to read "John Hart", written over a horizontal line.

Date: 3-13-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

8

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: March 26, 2013

SUBJECT: Southern California Edison, under the auspices of the California Public Utilities Commission, Request for Proposal: Local Government Strategic Plan Strategies Solicitation Phase 3.

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors: Adopt a resolution supporting the County's proposal in response to the Southern California Edison Solicitation for Local Government Strategic Plan Strategies and direct staff to submit the proposal.

SUMMARY DISCUSSION:

Southern California Edison (SCE) designs, administers and implements a large portfolio of energy efficiency programs for its customers. SCE works in partnerships with a wide variety of entities to implement these programs, including local governments. Inyo County submitted and received funding from the last Request for Proposals (RFP) solicited by SCE in 2009. This funding enabled staff to complete a Cost, Energy and Service Efficiencies, Action Plan (CESEAP) that was approved by the Board on November 3, 2012. SCE has recently advertised a new solicitation to conduct additional planning activities for the energy efficiency strategies identified in the California Public Utilities Commission's (CPUC), California Long-Term Efficiency Strategic Plan.

Using the momentum from preparing the CESEAP, staff has prepared a proposal to submit for SCE's current RFP. If the County's proposal is chosen the funding would be used to develop policies and a plan for a Revolving Energy Efficiency Fund (REEF) as a means to implement, but not limited to, the projects identified in the Energy Action Plan and develop energy efficiency policies for cost savings and greenhouse gas reduction to include in the General Plan update, as well as, evaluate community-wide incentives and/or a recognition program to promote energy reduction at private properties. Both of these proposals meet specific goals required by the RFP to satisfy the local government partnership program's Strategic Plan Support Menu.

Strategic Plan Goal 3: Local governments lead by example with their own facilities and energy use practices – Task 3.2.3. Develop policy for a revolving EE fund for County facilities. A County REEF could provide the means to finance the energy reduction projects the County wishes to implement that will, in turn, help the County reach its energy reduction and cost savings goals. This work will require County staff time from key departments including: Planning, Public Works, Building and Maintenance, Auditor/Controller, Treasurer/Tax Collector, the County Financial Advisory Board and the County Administrative Officer (CAO). The services of financial consultants will also need to be procured for expertise in setting up an "in house" funding program. The development of the REEF would include:

- a. Researching REEF type programs other jurisdictions have created;
- b. Working with the CAO and elected officials to develop REEF goals and policies;
- c. Developing a REEF program plan that includes, but is not limited to:
 - i. Identifying opportunities for seed money to set up the program;

- ii. An organized method for tracking utility bills for usage and payment by department;
- iii. Expected payback timeframes;
- iv. Tracking system for cost savings;
- v. Tracking system for project loan balances;
- vi. Criteria for project selection; and,
- vii. How to incorporate other incentive programs into the funding mechanisms.

Strategic Plan Goal 4: Local governments lead their communities with innovative programs for EE, sustainability and climate change – Task 4.1.3. Update General Plan/Conservation Element with climate policies. Develop EE framework and data for other people doing planning.

As part of the General Plan update process, and working from the information gathered during the CESEAP, staff is proposing to update the General Plan with energy reduction policies for private development. This work would include:

- a. Reviewing the communitywide energy use data gathered during the CESEAP process, finding gaps, and filling in where necessary;
- b. Working in tandem with the General Plan update process to get ideas from elected and appointed officials and the general public to help formulate goals and policies for energy reduction;
- c. Researching and considering County incentive and/or recognition programs for private projects that focus on energy reduction products and practices;
- d. Developing General Plan policies for energy reduction;
- e. Presenting policies to the County's Planning Commission for comment and Board of Supervisors for consideration to approve; and,
- f. Sharing ideas, programs and policies with other jurisdictions and organizations.

The results of this work will help staff establish goals and direction for energy reduction throughout the County. This work will require County staff time from the Planning and Public Works departments. The services of a consulting firm with expertise in energy use reduction, greenhouse gas analysis and incentive/recognition programs will also need to be procured to identify and analyze the appropriate data and information to perform this task.

Although the County is the RFP applicant, staff intends to share the ideas, policies and products that are generated by these projects with other local jurisdictions and organizations, including the City of Bishop, the High Sierra Energy Foundation and local tribes.

ALTERNATIVES:

- Direct staff to not pursue the SCE grant.
- Direct staff to modify the proposal and the resolution to address additional and/or different topics.

OTHER AGENCY INVOLVEMENT:

Southern California Edison

FINANCING:

Staff time to work on these projects will be paid for through SCE/CPUC funding.

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

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



Date: 3-18-13

Attachments:

1. Resolution
2. Draft Proposal
3. Southern California Edison Request for Proposals for Local Government Strategic Plan Strategies Solicitation

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, DECLARING ITS SUPPORT AND DIRECTING STAFF TO SUBMIT A PROPOSAL TO THE SOUTHERN CALIFORNIA EDISON COMPANY UNDER THE AUSPICES OF THE CALIFORNIA PUBLIC UTILITIES COMMISSION

WHEREAS, the County through earlier work has developed a Cost, Energy, and Service Efficiencies, Action Plan and is working to implement the recommendations within it, including through its own funds and available incentives; and

WHEREAS, a Request for Proposal (RFP) has been issued by Southern California Edison (SCE) under the auspices of the California Public Utilities Commission (CPUC) dated February 12, 2013 entitled –Local Government Strategic Plan Strategies Solicitation Phase 3; and

WHEREAS, the RFP requires that proposals directly support one or more goals from the California Long-Term Energy Efficiency Strategic Plan (CEESP); and

WHEREAS, CEESP Strategic Plan Goal No. 3 (Local Governments Lead by Example with Their Own Facilities and Energy Use Practices) and Strategic Plan Goal No. 4 (Local Governments Lead their Communities with Innovative Programs for Energy Efficiency) are related to energy efficiency funding programs, and General Plan policy; and

WHEREAS, a proposal has been drafted in response to the RFP.

NOW, THEREFORE, BE IT HEREBY RESOLVED that this Board supports submittal of a proposal in response to the RFP.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, authorizes and directs staff to submit said proposal.

BE IT FURTHER RESOLVED, that should the proposal be approved either in whole or in part, that the Inyo County Planning Director is hereby authorized to accept the award on behalf of the County.

PASSED AND ADOPTED THIS 26th DAY OF MARCH, 2013:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda Arcularius
Chairperson, Inyo County Board of Supervisors

ATTEST:

KEVIN CARUNCHIO
Clerk of the Board

By _____
Pat Gunsolley, Assistant

**A Proposal to Develop Policies and a Plan for a
Revolving Energy Efficiency Fund for County
Facilities and Update the General Plan with
Countywide Energy Reduction Policies**

Prepared for

Southern California Edison Company

under the auspices of

California Public Utilities Commission

**Local Government Strategic Plan Strategies Solicitation Phase 3
RFP01-LGSP3: Solicitation 2013-2014 Period**



Submitted by

County of Inyo

April 2013

Table of Contents – Table 3-1 Proposal Checklist

SECTION 3	Included ? (Y/N)	Section/ Page Number
ITEM A – BIDDER'S INFORMATION	Y	Pg. 1
ITEM B – SCOPE OF WORK TO BE PERFORMED	Y	Pg. 2-4
1. INDICATE TASK TO BE PROPOSED	Y	Pg. 2&3
2. APPROACH TO SCOPE OF WORK FOR EACH TASK	Y	Pg. 2&3-4
3. PROVIDE OUTCOMES (PER TASK) & RESOURCES REQUIRED	Y	Pg. 2&4
4. IDENTIFY DELIVERABLES & MILESTONE DATES	Y	Pg. 3&4
ITEM C – RESPONDING TO TASK CRITERIA	Y	Pg. 4-9
1. SECTION 3.C: RESPONSE TO ITEMS 1 THROUGH 8 PER TASK	Y	Pg. 4-9
ITEM D – LONG TERM SUSTAINABILITY	Y	Pg. 9
ITEM E – TOTAL WORK COST	Y	Pg. 10-11
<i>Appendix 1-A</i>	Y	Pg. i-iii
<i>Table 3.2 – Budget Cost By Task</i>	Y	Pg. i
<i>Table 3.3 – Hourly Rates & Compliance checklist</i>	Y	Pg. ii-iii

Item A: Bidder's Information – County of Inyo, CA

This proposal has been written in response to the Request for Proposals (RFP) issued by Southern California Edison (SCE), under the auspices of the California Public Utilities Commission (CPUC), dated February 12, 2013, and entitled “Local Government Strategic Plan Strategies Solicitation Phase 3”: RFP01-LGSP3 Solicitation, 2013-2014 Period. Using the momentum from preparing an Energy Action Plan for County Facilities, as part of its Cost, Energy, and Service Efficiencies Action Plan (CESEAP), prepared through Flight No. 5.6: Local Government Strategic Plan Strategies Solicitation, Inyo County is proposing to develop policies and a plan for a Revolving Energy Efficiency Fund (REEF) as a means to implement the Energy Action Plan. Inyo County is the primary applicant, but intends share its ideas, policies and products with other local jurisdictions and organizations, including the City of Bishop, the High Sierra Energy Foundation and local tribes. The County also plans to capitalize on the lessons learned during the CESEAP process and use them to develop energy efficiency policies for cost savings and greenhouse gas reduction to include in the General Plan update, as well as evaluate community-wide incentives and/or a recognition program to promote energy reduction.

Inyo County is one of the largest jurisdictions, by land area, in the nation, covering more than 10,000 square miles and its geographic extremes range between the highest and lowest points in the contiguous United States, Mount Whitney and Death Valley respectively. Inyo County's population according to the 2010 census is 18,546. The County's median household income is less than 80-percent of the State's. Due to these rural and socio-economic characteristics, the County will have difficulty in financing the recommendations developed in the Energy Action Plan if it is not proactive in developing a REEF and actively pursuing incentives. The County would also like to be more proactive in promoting energy reduction in private development along with the efforts for its own facilities. Developing General Plan policies for private development, in tandem with policies for County facilities, will help meet countywide energy reduction goals.

The contact person for this RFP is:

Cathreen Richards
Associate Planner
168 North Edwards Street
PO Drawer L
Independence, CA 93526
(760) 878-0263 – voice
(760) 878-0382 – fax
crichards@inyocounty.us

ITEM B – SCOPE OF WORK TO BE PERFORMED:

Strategic Plan Goal 3: Local governments lead by example with their own facilities and energy use practices – Task 3.2.3. Develop policy for a revolving EE fund for County facilities.

1. The County will develop policies and a plan for a REEF to finance County energy efficiency projects. The County identified many projects that can reduce energy use at its facilities. It is now poised to find ways to implement these projects. A first step in implementation is finding financing for it.
2. County staff will approach this project by:
 - a. Researching REEF type programs other jurisdictions have created;
 - b. Working with the County Administrative Officer (CAO) and elected officials to develop REEF goals and policies;
 - c. Developing a REEF program plan that includes, but is not limited to:
 - i. Identifying opportunities for seed money to set up the program;
 - ii. An organized method for tracking utility bills for usage and payment by department;
 - iii. Expected payback timeframes;
 - iv. Tracking system for cost savings;
 - v. Tracking system for project loan balances;
 - vi. Criteria for project selection; and,
 - vii. How to incorporate other incentive programs into the funding mechanisms.
3. The REEF will provide the means to finance the energy reduction projects the County wishes to implement that will, in turn, help the County reach its energy reduction and cost savings goals. This work will require County staff time from key departments including: Planning, Public Works, Building and Maintenance, Auditor/Controller, Finance, the County Financial Advisory Board and the County CAO. The services of financial consultants will also need to be procured for expertise in setting up an “in house” funding program.

4.

Deliverables	Milestones (Due Dates)
1) Compilation of research on REEFs.	This deliverable should take approximately 6-months. Staff estimates a deliverable date of November 30, 2013.
2) The compilation of research on REEFs will be presented to the Board of Supervisors for comment.	This deliverable should take approximately 7-months. Staff estimates a deliverable date of December 3, 2013.
3) Draft goals and policies will be developed and presented to the Board of Supervisors for comment.	This deliverable should take approximately 9-months and will require the information collected in deliverable #1. Staff estimates a deliverable date of February 25, 2014.
4) A Draft REEF program plan that includes: <ul style="list-style-type: none"> • Opportunities for seed money to set up the program; • Utility bill tracking for usage and payment by department; • Methodology for estimating payback timeframes and estimating cost savings; • Tracking system for project loan balances and payback from savings; • Criteria for project selection; and, • Using other incentive programs for initial funding and paybacks. 	This deliverable should take approximately 18-months. Staff estimates a deliverable date of November 17, 2014.
5) Draft REEF program will be presented to the County’s Financial Advisory Committee and the Board of Supervisors for comment.	This deliverable should take approximately 18-months. Staff estimates a deliverable date of November 28, 2014.
6) The final REEF will be presented to the Board of Supervisors for consideration of approval.	This deliverable should take 19-months. Staff estimates a deliverable date of December 18, 2014

ITEM B – SCOPE OF WORK TO BE PERFORMED:

Strategic Plan Goal 4: Local governments lead their communities with innovative programs for EE, sustainability and climate change – Task 4.1.3. Update General Plan/Conservation Element with climate policies. Develop EE framework and data for other people doing planning.

1. Working from the information gathered and the lessons learned during the CESEAP process the County will update its General Plan with energy reduction policies for private development geared towards cost savings and greenhouse gas reduction.
2. County staff will approach this project by:
 - a. Reviewing the communitywide energy use data gathered during the CESEAP process, find gaps, and fill in where necessary;
 - b. Working in tandem with the General Plan update process to get ideas from elected and appointed officials and the general public to help formulate goals and policies for energy reduction;

- c. Researching and considering County incentive programs for private projects that focus on energy reduction products and practices;
 - d. Developing General Plan policies for energy reduction;
 - e. Presenting policies to the County’s Planning Commission for comment and Board of Supervisors for consideration to approve; and,
 - f. Sharing ideas, programs and policies with other jurisdictions and organizations.
3. Once draft policy is developed staff will present it to the Board of Supervisors for consideration of approval. This policy will provide goals and direction for energy reduction, and therefore, greenhouse gas reduction throughout the County. This work will require County staff time from the Planning and Public Works departments. The services of a consulting firm with expertise in energy use reduction, greenhouse gas analysis and incentive programs will also need to be procured to identify and analyze the appropriate data and information to perform this task.

4.

Deliverables	Milestones (Due Dates)
1) Evaluation of community-wide energy use data and information collected during the CESEAP program.	This deliverable should take approximately 3-months. Staff estimates a deliverable date of August 1, 2013.
2) Gap analysis, staff and consultant team will identify any additional data needs and collect it.	This deliverable should take approximately 6-months. Staff estimates a deliverable date of November 30, 2013.
3) Community-wide energy use data will be evaluated and ideas for energy reduction policies will be developed in response to it.	This deliverable should take approximately 9-months. Staff estimates a deliverable date of February 25, 2014.
4) Draft policy and incentive ideas will be developed through a series of public meetings during the General Plan Update process.	This deliverable should take approximately 12-months. Staff estimates a deliverable date of May 30, 2014.
5) Draft General Plan policy and incentive and/or recognition program ideas will be taken to the Board of Supervisors for consideration of approval.	This deliverable should take approximately 24-months. Staff estimates a deliverable date of December 18, 2014.

ITEM C – RESPONDING TO TASK CRITERIA:

Strategic Plan Goal 3: Local governments lead by example with their own facilities and energy use practices – Task 3.2.3. Develop policy for a revolving EE fund for County facilities.

- 1. The County’s Energy Action Plan identifies specific projects designed to provide energy reduction at County facilities. Funding the implementation of these projects will be difficult for the County unless a source and system of finance is put in place specifically for energy reduction projects. This particular utility program is a perfect opportunity for

the County to evaluate and identify the ways and means to set up a REEF for its energy reduction goals. Without the help of a utility program this important work would not likely be conducted.

2. This project meets Strategic Plan Goal #3: *local governments lead by example with their own facilities and energy use practices* by allowing the County the opportunity to find a source and system for financing its energy reduction goals. A REEF program will allow the County the opportunity to implement the projects identified in its Energy Action Plan, which will result in a reduction of energy consumption, and thereby, encourage other jurisdictions and organizations in the County to do the same. This, in turn, will help to lead market transformations by minimizing the County's energy use, and by setting an example for others to who operate and live in the Count to reduce their energy use as well. The County will also share its ideas, programs and policies with other jurisdictions and organizations who wish to use them.
3. Strategic Plan Goal #3, Goals, Objectives and End Points:
 - a. Goals: a REEF for energy reduction projects for County facilities that are identified in the County's Energy Action Plan and for additional future energy reduction projects.
 - b. Objectives: Hire a consultant as necessary to work with County staff to:
 - Find opportunities for seed money to set up the REEF;
 - Create a utility bill tracking system for usage and payment by department;
 - Develop methodologies for estimating payback timeframes and estimating cost savings provided by specific energy reduction projects;
 - Design a tracking system for project loan balances and payback from energy reduction savings;
 - Devise a criteria for project selection; and,
 - Find other incentive programs for initial funding and paybacks.
 - c. End Points:
 - July 30, 2013, consultants hired.
 - November 30, 2013, research completed on existing governmental agency REEFs.
 - February 25, 2014, a draft policy will be presented to the Board of Supervisors for consideration of a REEF program for the County.
 - June 3, 2014, a draft REEF program will be presented to the Board of Supervisors for comments.
 - December 18, 2014, a final REEF program will be presented to the Board of Supervisors for consideration of approval.
4. The County currently does not have a REEF program and has not explored the possibility of having one until now. This proposal details how to achieve this unique innovation for the County. Specific innovative designs and concepts are anticipated to be developed through the work program to develop a REEF, especially with regard to setting up and monitoring funding and tracking savings. Existing partnerships with other local jurisdictions and organizations such as the City of Bishop, the High Sierra Energy Initiative, and local Tribes will continue as the County develops the REEF. These and

other interested local entities that do not currently have REEF programs will be invited to use the County's model to develop their own programs.

5. A clear budget and timeframes for each work product can be seen on the following table.

Task 3.2.3 - Budget and Timeframe Table

Work Product	County Cost	Consultant Cost	Total Cost	Completion Date
Contract development and agreement - SCE	\$1,087	\$0	\$1,087	June 1, 2013
RFP and consultant search	\$939	\$0	\$939	June 30, 2013
Consultant selection: contract development and agreements	\$741	\$0	\$741	August 1, 2013
Project tracking, reporting, invoicing	\$3,600	\$0	\$3,600	Monthly, Quarterly
REEF research	\$2,042	\$800	\$2,842	December 3, 2013
Web search	\$360	\$0	\$360	December 3, 2013
Phone meetings with jurisdictions that have REEFs	\$958	\$0	\$958	December 3, 2013
REEF research compilation	\$1,484	\$0	\$1,484	December 3, 2013
Report on REEF research findings	\$1,644	\$3,200	\$4,844	December 3, 2013
Presentation on REEF research findings:	\$389	\$0	\$389	December 3, 2013
Public meetings with Board and Financial Advisory Committee at least 2 meetings	\$583	\$0	\$583	December 3, 2013
Draft goals and policies	\$1,569	\$0	\$1,569	February 25, 2014
Presentation of Draft Goals and Policies:	\$583	\$0	\$583	February 25, 2014
Public meetings with Board and Financial Advisory Committee at least 2 meetings	\$641	\$0	\$641	February 25, 2014
Draft REEF:	\$50	\$0	\$50	November 17, 2014
Goals and Policies	\$1,484	\$0	\$1,484	November 17, 2014
Opportunities for seed money	\$1,800	\$0	\$1,800	November 17, 2014
Utility bill tracking method - usage and payments by department	\$1,844	\$6,900	\$8,744	November 17, 2014
Methodologies for estimating payback timeframes and estimating cost savings	\$1,844	\$6,900	\$8,744	November 17, 2014
Tracking system for project loan balances and payback from savings	\$1,844	\$6,900	\$8,744	November 17, 2014
Criteria for project selection	\$1,933	\$6,900	\$8,833	November 17, 2014
Other incentives programs that can be incorporated into initial funding and paybacks	\$1,669	\$6,900	\$8,569	November 17, 2014
Presentation of Draft REEF	\$583	\$0	\$583	November 28, 2014
Public meetings with Board and Financial Advisory Committee at least 2 meetings	\$641	\$0	\$641	December 18, 2014
Update Draft REEF with comments from the meetings and reviews	\$992	\$0	\$992	December 18, 2014
Presentation of final REEF to Board of Supervisors for consideration of approval	\$583	\$0	\$583	December 18, 2014
Final REEF	\$50	\$0	\$50	December 30, 2014
TOTAL	\$31,937	\$38,500	\$70,437	

6. The proposal includes a plan to set up a REEF program to finance energy reduction projects and products. As a first step in setting up this program, a baseline of the estimated costs to implement the projects identified in the County's Energy Action Plan will be needed to understand how much money would be required to do all of the identified projects and the amount per project. This baseline may also serve as a fund balance starting point. Tracking systems to measure cost savings from energy reduction projects will also require a set of baseline measurements of energy use per specific facility before projects are conducted to ensure the appropriate amount of saved dollars goes back into the REEF.
7. The values and benefits of the proposed scope of work will be found in the County's ability to finance the implementation of its Energy Action Plan and include, but are limited to: more energy efficient facilities, a reduction in energy related costs to the County, a healthier environment for employees and citizens and the ability to set a good example for others operating and living in the County. These benefits will be measured in the short term by the Board of Supervisors approving a REEF program and in the long term by the number facilities that realize energy efficiency improvements, and the County meeting the goals it set in its Energy Action Plan.

8. Building on the relationships the County developed during the Energy Action Planning process, staff will continue to work and consult with other jurisdictions and organizations that operate in the County. Once the REEF program is completed and approved by the Board of Supervisors staff will share its ideas, policies and products with any of the other jurisdictions and organizations who are interested in developing their own REEFs.

ITEM C – RESPONDING TO TASK CRITERIA:

Strategic Plan Goal 4: Local governments lead their communities with innovative programs for EE, sustainability and climate change – Task 4.1.3. Update General Plan/Conservation Element with climate policies.

1. The County’s Energy Action Plan identifies specific policies designed to provide direction and encourage energy reduction at County facilities. Staff has been working on General Plan policies for reducing energy consumption at County facilities. Working from this prior effort, the County can include policies for energy reduction for private development countywide and evaluate the viability of County incentive and/or recognitions programs to encourage energy reduction by private property owners. Without the help of a utility program this important work would not likely be conducted.
2. This project meets Strategic Plan Goal #4: *Local governments lead their communities with innovative programs for EE, sustainability and climate change.* Allowing the County the opportunity to further its energy reduction goals will provide the means to work on General Plan policy that encourages energy reduction by private property owners. The County will also evaluate the potential of creating its own set of incentives and/or recognition program for energy reduction projects on private property. This will lead market transformations by minimizing energy use countywide. The County will also share its ideas, programs and policies with other jurisdictions and organizations who wish to use them.
3. Strategic Plan Goal #4, Goals, Objectives and End Points:
 - a. Goals: General Plan policy for energy reduction on private property that may include an incentive and/or recognition program
 - b. Objectives:
 - Hire a consultant to work with County staff to reevaluate the countywide energy use data collected during the CESEAP process, identify and fill in the data gaps as necessary;
 - Analyze the data and use it to begin formulating General Plan policy ideas for energy reduction;
 - As part of the current, ongoing, General Plan update, work with the Planning Commission, Board of Supervisors and the general public on policy development, as well as potential incentive and/or recognition programs for private property owners doing energy reduction projects;
 - Establish a method to track and monitor energy reduction projects conducted by private property owners;
 - c. End Points:

- July 30, 2013, consultants hired.
 - November 30, 2013, gap analysis for communitywide energy use data completed.
 - February 25, 2014, analysis of communitywide energy use and strategies for reduction will be completed.
 - May 30, 2014, draft General Plan policy will be presented to the Board of Supervisors for consideration and comments.
 - December 18, 2014, General Plan policy will be presented to the Board of Supervisors for consideration of approval.
4. The County currently does not have policies to encourage energy reduction projects on private property and only very recently, after the CESEAP work, has the County begun to develop General Plan policy for energy reduction at County facilities. Specific innovative designs and concepts are anticipated to be developed through the work program to develop General Plan policy and a potential County incentive and/or recognition program for energy reduction projects by private property owners. Existing partnerships with other local jurisdictions and organizations such as the City of Bishop, the High Sierra Energy Initiative, and local Tribes will continue as the County develops General Plan policies. These and other interested local entities that do not currently have specific energy reduction policies will be invited to use the County's as a model to develop their own.
5. A clear budget and timeframes for each work product can be seen on the following table.

Task 4.1.3 - Budget and Timeframe Table

Work Product	County Cost	Consultant Cost	Total Cost	Completion Date
Contract development and agreement - SCE	\$1,087	\$0	\$1,087	June 1, 2013
RFP and consultant search	\$939	\$0	\$939	June 30, 2013
Consultant selection: contract development and agreements	\$741	\$0	\$741	August 1, 2013
Project tracking, reporting, invoicing	\$3,828	\$0	\$3,828	Monthly/Quarterly
Evaluation of community-wide energy use collected during CESEAP	\$228	\$6,900	\$7,128	August 1, 2013
Gap analysis of community-wide energy use data	\$0	\$13,800	\$13,800	November 30, 2013
Data collection as necessary	\$1,350	\$6,900	\$8,250	February 25, 2014
Analysis of community-wide energy use	\$0	\$13,800	\$13,800	February 25, 2014
Draft General Plan policies based on energy use findings	\$2,585	\$0	\$2,585	May 30, 2014
Presentation of Draft Policies:	\$583	\$0	\$583	December 2, 2014
Public meetings with Board and Planning commission at least 2 meetings	\$583	\$0	\$583	December 2, 2014
Update policies from comments and suggestions from meetings and reviews	\$992	\$0	\$992	December 2, 2014
Presentation of Final General Plan policies	\$583	\$0	\$583	December 18, 2014
Presentation to Board of Supervisors for consideration of approval	\$583	\$0	\$583	December 18, 2014
Final General Plan policy	\$25	\$0	\$25	December 30, 2014
Total	\$14,107	\$41,400	\$55,507	

6. The proposal includes developing General Plan policies to encourage energy reduction by private property owners. A first step in setting up this policy is a baseline of countywide energy use. The community data the County currently has will be evaluated and data gaps will be identified and filled. This data will serve not only as the baseline, but also to evaluate ways in which energy savings can be achieved. In the long term this baseline can be used to track how much energy reduction occurs between General Plan updates. Future General Plan evaluations and updates can address energy reduction progress by checking it against this baseline and update policies as appropriate.

7. The values and benefits of the proposed scope of work can be measured in the advances the County is making towards energy reduction not only with its own facilities, but with private properties as well. This includes the ability in the future to measure against the baseline communitywide energy use data and the County facility data in the Energy Action Plan and compare it with future current use. This information can be used in the future to update policies and programs as appropriate. These values and benefits can also be measured by the level of goal attainment set out in the Energy Action Plan.
8. Building on the relationships the County developed during the Energy Action Planning process, staff will continue to work and consult with other jurisdictions and organizations that operate in the County. Once the county has completed the General Plan policy updates and the evaluations of County incentive and/or recognition programs, staff will share these policies with any of the other jurisdictions and organizations who are interested in developing their own policies and programs. Staff will also work with these jurisdictions and organizations as they develop the County's policies and programs, allowing them the opportunity to comment on the County's, as well as, develop their own.

ITEM D – LONG TERM SUSTAINABILITY

Strategic Plan Goal 3: Local governments lead by example with their own facilities and energy use practices – Task 3.2.3. Develop policy for a revolving EE fund for County facilities is being proposed primarily for its ability to provide a sustainable funding source for the County's energy reduction projects. The County will have difficulty funding energy reduction projects without setting aside a specific funding source and creating a REEF is creating a sustainable fund. As energy cost savings are put back into the REEF they can be used for additional projects. The continued availability of REEF funds would be based on the level of cost savings that are generated by specific projects. The level of these savings would directly affect how quickly the funds are put back into the REEF, and how soon the funds could be used for additional projects. Ultimately, the REEF can continue on a self-perpetuating cycle, in perpetuity, providing a sustainable funding source for energy reduction projects.

Strategic Plan Goal 4: Local governments lead their communities with innovative programs for EE, sustainability and climate change – Task 4.1.3. Update General Plan/Conservation Element with climate policies is also being designed with sustainability as a focus. Energy reduction at any level promotes sustainability. Reducing the level at which resources are used allows them to last longer and are therefore more sustainable. In the long term, General Plan policy, along with incentive and/or recognition programs, will encourage the people who live and work in Inyo County to reduce their energy consumption as well. Overall, these changes in behavior will create a more sustainable Inyo County.

ITEM E – TOTAL WORK COST: TASK 3.2.3

Total estimated costs to complete the scope of work outlined above are approximately \$70,437 as illustrated in Table 3-2. This estimate includes all costs, including consultants, administration, expenses, marketing, and consultation. The County anticipates that consultants will be required, which is estimated to cost approximately \$38,500. The County's costs are estimated at about \$31,937. Due to the County's geography and location, this estimate assumes that County staff

will undertake the greater share of the consultation and outreach efforts to reduce expenditures. The County's ongoing energy efficiency work that occurs after the 2013-2014 funding cycle will be funded by incentive programs and County funding. It is also the County's intention to fund efficiency projects that are identified in its Energy Action Plan with the REEF that is being proposed. The full two-year budget breakdown for Task 3.2.3 follows:

TOTAL TWO-YEAR BUDGET

	Task	Total Estimated Hours	Admin.	Mktg.	Direct Implementation	Total
Task 1 - Program Ramp-up	Task 1 (Not-to-Exceed Budget)					
Task 2 - Strategic Plan Goal 3						
Task 3.2.3 Develop policy for a revolving EE fund for County facilities						
A. Contract development and agreement - SCE	3.2.3-A	22	\$1,072	\$15		\$1,087
B. RFP and consultant search	3.2.3-B	20	\$914	\$25		\$939
C. Consultant selection, contract development and agreements	3.2.3-C	14	\$726	\$16		\$741
D. Project tracking, reporting, invoicing	3.2.3-D	66	\$3,600			\$3,600
E. REEF research	3.2.3-E	55			\$2,842	\$2,842
F. Web search	3.2.3-F	8			\$360	\$360
G. Phone meetings with jurisdictions that have REEFs	3.2.3-G	22			\$958	\$958
H. REEF research compilation	3.2.3-H	32			\$1,484	\$1,484
I. Report on REEF research findings	3.2.3-I	76		\$25	\$4,819	\$4,844
J. Presentation on REEF research findings	3.2.3-J	8		\$15	\$374	\$389
K. Public meetings with Board and Financial Advisory Committee at least 2 meetings	3.2.3-K	12		\$15	\$568	\$583
L. Draft goals and policies	3.2.3-L	34		\$25	\$1,544	\$1,569
M. Presentation of Draft Goals and Policies	3.2.3-M	12		\$15	\$568	\$583
N. Public meetings with Board and Financial Advisory Committee at least 2 meetings	3.2.3-N	13		\$15	\$628	\$641
Draft REEF:				\$50	\$0	\$50
O. Goals and Policies	3.2.3-O	32			\$1,484	\$1,484
P. Opportunities for seed money	3.2.3-P	26			\$1,800	\$1,800
Q. Utility bill tracking method - usage and payments by department	3.2.3-Q	109		\$15	\$8,729	\$8,744
R. Methodologies for estimating payback timeframes and estimating cost savings	3.2.3-R	109		\$15	\$8,729	\$8,744
S. Tracking system for project loan balances and payback from savings	3.2.3-S	109		\$15	\$8,729	\$8,744
T. Criteria for project selection	3.2.3-T	109			\$8,833	\$8,833
U. Other incentives programs that can be incorporated into initial funding and paybacks	3.2.3-U	109			\$8,569	\$8,569
V. Presentation of Draft REEF	3.2.3-V	12		\$15	\$568	\$583
W. Public meetings with Board and Financial Advisory Committee at least 2 meetings	3.2.3-W	13		\$15	\$626	\$641
X. Update Draft REEF with comments from the meetings and reviews	3.2.3-X	21		\$25	\$967	\$992
Y. Presentation of final REEF to Board of Supervisors for consideration of approval	3.2.3-Y	12		\$15	\$568	\$583
Final REEF				\$50	\$0	\$50
Task 2 (Not-to-Exceed Budget)		1,090	\$6,312	\$380	\$63,745	\$70,437
Task 5 - Invoicing and Reporting	Task 5 (Not-to-Exceed Budget)					
Task 6 - Ramp-Down and Shut-Down Program						
Task 6 (Not-to-Exceed Budget)						
Task 7 - Submit Final Program Report						
Task 7 (Not-to-Exceed Budget)						
Grand Total (All Tasks)	All	1,090	\$6,312	\$380	\$63,745	\$70,437

ITEM E – TOTAL WORK COST: TASK 4.1.3

Total estimated costs to complete the scope of work outlined above are approximately \$55,507 as illustrated in Table 3-2. This estimate includes all costs, including consultants, administration, expenses, marketing, and consultation. The County anticipates that consultants will be required, which is estimated to cost approximately \$41,400. The County's costs are estimated at about \$14,107. Due to the County's geography and location, this estimate assumes that County staff will undertake the greater share of the consultation effort to reduce expenditures. Future General

Plan updates, regarding energy efficiency, will be funded by the County as part of its regular General Plan update process. The full two-year budget breakdown for Task 4.1.3 follows:

TOTAL TWO-YEAR BUDGET

	Task	Total Estimated Hours	Admin.	Mktg.	Direct Implementation	Total
Task 1 - Program Ramp-up	Included in Task 2					
Task 1 (Not-to-Exceed Budget)	Included in Task 2					
Task 4.1.3 - Update General Plan/Conservation Element with climate						
A. Contract development and agreement - SCE	4.1.3 - A	22	\$1,072	\$15.00		\$1,087
B. RFP and consultant search	4.1.3 - B	20	\$814	\$25.00		\$839
C. Consultant selection; contract development and agreements	4.1.3 - C	14	\$726	\$15.00		\$741
D. Project tracking, reporting, invoicing	4.1.3 - D	100	\$3,600			\$3,600
E. Evaluation of community-wide energy use collected during CESEAP	4.1.3 - E	74			\$7,128	\$7,128
F. Gap analysis of community-wide energy use data	4.1.3 - F	140			\$14,028	\$14,028
G. Data collection as necessary	4.1.3 - G	100			\$8,250	\$8,250
H. Analysis of community-wide energy use	4.1.3 - H	140			\$13,800	\$13,800
I. Draft General Plan policies based on energy use findings	4.1.3 - I	55			\$2,585	\$2,585
J. Presentation of Draft Policies	4.1.3 - J	12		\$15.00	\$568	\$583
K. Public meetings with Board and Planning commission at least 2 meetings	4.1.3 - K	12		\$15.00	\$568	\$583
L. Update policies from comments and suggestions from meetings and review	4.1.3 - L	21		\$25.00	\$967	\$992
M. Presentation of Final General Plan policies	4.1.3 - M	12		\$15.00	\$568	\$583
N. Presentation to Board of Supervisors for consideration of approval	4.1.3 - N	12		\$15.00	\$568	\$583
O. Final General Plan policy	4.1.3 - O			\$26.00		\$25
Task 3 (Not-to-Exceed Budget)		734	\$6,312	\$165	\$48,030	\$55,507
Task 5 - Invoicing and Reporting	Included in Task 2					
Task 5 (Not-to-Exceed Budget)	Included in Task 2					
Task 6 - Ramp-Down and Shut-Down Program	Included in Task 2					
Task 6 (Not-to-Exceed Budget)	Included in Task 2					
Task 7 - Submit Final Program Report	Included in Task 2					
Task 7 (Not-to-Exceed Budget)	Included in Task 2					
Grand Total (All Tasks)	All	734	\$6,312	\$165	\$48,030	\$55,507

Appendix 1-A

Table 3-2 Budget Cost per Task – Task 3.2.3

Budget Item Cost	Task 3.2.3	
	(\$)	(%)
Administrative Costs	\$6,312	9%
Marketing and Outreach Costs	\$380	0.5%
Direct Implementation Costs	\$63,745	90.5%
Total	70,437	100%

Table 3-2 Budget Cost per Task – Task 4.1.3

Budget Item Cost	Task 4.1.3	
	(\$)	(%)
Administrative Costs	\$6,312	5%
Marketing and Outreach Costs	\$165	0.4%
Direct Implementation Costs	\$49,030	94.6%
Total	\$55,507	100%

Table 3-3: Hourly Rates – Task – 3.2.3

Staffing	Task Assigned	Responsibility	Hourly Rate (U.S. Dollars)
Direct Labor			
County			
CAO	3.2.3	Review materials, provide ideas.	\$100.00
Auditor	3.2.3	Review and approve contracts help develop REEF program elements.	\$58.00
County Counsel	3.2.3	Review and approve contracts.	\$100.00
Facilities Maintenance Supervisor	3.2.3	Review materials, provide ideas for project criteria and programing.	\$55.16
Planning Director	3.2.3	Project oversight, review materials, attend meetings help develop REEF program.	\$67.00
Associate Planner	3.2.3	Manage project, develop materials, schedule meetings, help develop REEF program.	\$45.00
Planning Coordinator	3.2.3	Manage contract payments, review materials, attend meetings	\$30.00
Public Works Director	3.2.3	Review materials, provide ideas for project criteria and programing.	\$75.00
Engineering Assistant	3.2.3	Review materials, provide ideas for project criteria and programing.	\$67.46
Account Tech	3.2.3	Provide data, review accounts, provide ideas for project criteria and programing.	\$46.76
Consultants			
Principal	3.2.3	Project oversight, review materials, attend meetings.	\$150
Project Manager	3.2.3	Manage project, provide methologies for tracking and analyzing.	\$110
Technician	3.2.3	Provide and analyze data.	\$80

Table 3-3: Hourly Rates – Task – 4.1.3

Staffing Direct Labor	Task Assigned	Responsibility	Hourly Rate (U.S.)
County			
Auditor	4.1.3	Review and approve contracts.	\$58.00
County Counsel	4.1.3	Review and approve contracts.	\$100.00
Planning Director	4.1.3	Project oversight, review materials, attend meetings help develop General Plan policy.	\$67.00
Associate Planner	4.1.3	Manage project, develop materials, schedule meetings, help develop General Plan policy.	\$45.00
Planning Coordinator	4.1.3	Manage contract payments, review materials, attend meetings	\$30.00
Engineering Assistant	4.1.3	Provide ideas for energy reduction incentives and recognition program.	\$67.46
Account Tech	4.1.3	Provide data and analysis.	\$46.76
Consultants			
Principal	4.1.3	Project oversight, review materials, attend meetings.	\$150
Project Manager	4.1.3	Manage project, analyze data provide a report on Countywide energy use.	\$110
Technician	4.1.3	Provide and analyze data, help with report on Countywide energy use.	\$80



Request for Proposal

Local Government Strategic Plan Strategies Solicitation Phase 3

Southern California Edison Company

RFP01-LGSP3: Solicitation

2013-2014 Period

**Southern California Edison Company is sponsoring this request for proposal
under the auspices of the California Public Utilities Commission**

February 12, 2013

TABLE OF CONTENTS

1. INTRODUCTION	3
A. Solicitation Background.....	3
B. Defined Terms	3
C. Solicitation Purpose and Objectives	4
D. Solicitation Eligibility.....	4
E. Disclosure of Affiliations.....	5
F. Contract Information.....	5
G. Solicitation Process Overview	5
H. Disclaimer	6
I. Key Dates.....	6
2. SCOPE OF WORK REQUIRED	8
A. DESCRIPTION OF THE ACTUAL WORK REQUIRED.....	8
B. ELIGIBLE ACTIVITIES	11
C. LOCATION VISITS.....	12
D. CONSIDERATIONS.....	12
3. BIDDER'S PROPOSAL FORMAT	13
4. PROPOSAL EVALUATION CRITERIA.....	18
5. SUBMISSION OF PROPOSAL	20
A. OPTIONAL PRE-BID CONFERENCE AND QUESTIONS/COMMUNICATIONS	20
B. PROPOSAL CLARIFICATIONS	20
C. RFP QUESTIONS, INQUIRIES AND CONCERNS.....	20
D. SUBMISSION OF PROPOSAL RESPONSES.....	20

APPENDICIES

APPENDIX A - DEFINITIONS	24
APPENDIX B - ADDITIONAL SUBMISSION DOCUMENT REQUIREMENTS	26
APPENDIX C - BUDGET BREAKDOWN.....	27

TABLES

TABLE 1-1: KEY DATES	7
TABLE 2-1A: STRATEGIC PLAN "SUPPORT MENU".....	9
TABLE 3-1: PROPOSAL CHECKLIST	13
TABLE 3-2: BUDGET COST PER TASK	16
TABLE 3-3: HOURLY RATES.....	16
TABLE 4-1: WEIGHTED SCORING	18
TABLE 4-2: SCORING CRITERIA SUMMARY.....	19

1. INTRODUCTION

A. Solicitation Background

Southern California Edison Company (“SCE”), designs, administers and implements a large portfolio of energy efficiency (EE) programs for its customers. SCE utilizes a variety of entities including local governments, and regional governments referred to in this request for proposal (RFP) to accomplish certain “tasks” related to the design, analysis, planning, and operation of these programs. These entities may submit bids in response to the RFP as “Bidders.”

SCE initiated phases 1 and 2 of the local government EE strategic plan support solicitation during 2010 and these phases are currently under implementation. The California Public Utilities Commission’s (“CPUC” or “Commission”) recent final decision in November 2012 approving EE programs and budgets for 2013 through 2014 as a result of SCE’s application for funding of EE programs, provides for the resources to fund this new “phase 3” solicitation for the years 2013 through 2014.

SCE is seeking qualified Bidders to submit proposals to conduct strategic plan activities centered on EE and addressing the strategies and related local government goals found in the Commission’s California Long-Term Energy Efficiency Strategic Plan¹ (CEESP).

SCE’s goal is to implement CEESP efforts. CEESP support activities should focus on long-term change that will result in permanent, sustainable energy savings, drawing on the unique capabilities of the individual city or county governments, regional governments representing one or more local jurisdictions that are currently participating in SCE’s Local Government or Institutional Partnerships.

The ultimate goal for Bidders in relationship to CEESP support is to embed and institutionalize EE in their policies, programs, and processes and to establish a culture within entities.

B. Defined Terms

Capitalized terms not otherwise defined in this RFP will have the meaning ascribed to them and established in **Appendix A** (*Definitions*) and **Appendix B** (*Additional Submission Documents Requirements*), including Item B.5 (SCE General Terms and Conditions) contained therein (Ts&Cs), all of which are attached hereto and incorporated herein by reference.

¹ For a copy of the CEESP, please go to <http://www.cpuc.ca.gov/PUC/energy/Energy+Efficiency/eesp/>

C. Solicitation Purpose and Objectives

The *purpose* of this RFP is for SCE to select multiple Bidders to accomplish certain Work based on written agreement(s) or contract(s) (Contract(s)).

The primary *objective* of this solicitation is to request Bidders that are currently participating in SCE's Local Government or Institutional Partnership Programs to provide innovative idea proposals for the items listed in **Table 2.1A** (*Strategic Plan "Support Menu"*) to develop and implement local government strategic plan support strategies during the years 2013 through 2014.

D. Solicitation Eligibility

SCE is seeking qualified Bidder proposals to provide support services as described in this RFP. Bidder(s) will be, at a minimum, individuals, and organizations with knowledge and experience in performing the work they are bidding (the Work). It is within SCE's sole judgment to determine whether a Bidder's qualifications meet the criteria for selection as set forth in this RFP. SCE may choose to reject, without review, any proposal not meeting such criteria.

SCE will accept proposals from individual city or county governments or from regional governments representing one or more local jurisdictions that are currently participating in SCE's Local Government or Institutional Partnership Programs.

SCE will consider Bidder proposals that involve public sector partnerships with private entities; however, the submission of the proposal must clearly come from a local government organization, as described above.

Following SCE's selection of proposals, the SCE-selected Bidders will be required to execute a Contract with SCE containing a statement of work and applicable terms and conditions. The Contract's terms and conditions will be more comprehensive than those contained in the applicable partnership agreement (if one exists) with SCE in order to define and govern the incremental role of the government jurisdiction as a consultant to the partnership for the Work proposed hereunder.

SCE reserves the right to reconsider the selection of any Bidder who objects or refuses to sign the offered Contract.

NOTE: Non-profit organizations implementing local government partnerships are NOT eligible to submit a proposal.

E. Disclosure of Affiliations

The Commission Decision (D).05-01-055 prohibited any transaction between a California investor owned utility (“IOU”) and, individually, Pacific Gas and Electric (“PG&E”), Southern California Gas Company (“SCG”), San Diego Gas and Electric (“SDG&E”), and SCE and any IOU Affiliate² program implementer for EE. All potential Bidders will disclose any and all affiliations with any IOU. Such disclosure will be included in the response hereto. Failure to accurately respond will result in immediate rejection and disqualification from this RFP.

F. Contract Information

The total amount of the combined Contracts planned in this solicitation is **\$3,500,000**³. The maximum funding awarded per city or county for this solicitation is **\$200,000**.

G. Solicitation Process Overview

The following is key information that applies to the RFP process:

1. SCE invites all Bidders to attend an optional Bidder’s conference (via Webcast) on **February 26, 2013**, in order to ask questions and review details of this RFP.
2. SCE will accept written questions from Bidders concerning this RFP until **March 5, 2013**, no later than **2:00 p.m.** Pacific Standard Time (PST).
3. SCE will provide written responses to Bidders’ questions and make the responses available on the Proposal Evaluation and Proposal Management Application (PEPMA) by **March 12, 2013**. See **Section 5(D)(3)** for more information.
4. Proposals are due to SCE **April 1, 2013**, no later than **5:00 p.m.** PST.
5. Proposals submitted for consideration must be:
 - Enclosed in a sealed envelope marked “*proposal*,” with the title of the Work and the *bid number* clearly written on the outermost envelope; and
 - Delivered to the address stated in the *Proposal Request Document* (see **Appendix B**, Item B.1) on or prior to the due date and time set forth above.
6. Evaluation Process Overview

² Refer to Appendix A. Definitions.

³ This amount may change depending on the final determination of awards for the Phase 3 strategic solicitation.

- SCE will evaluate a Bidder's proposal by first determining whether the information provided meets SCE's threshold requirements ("Threshold"). If a Bidder's proposal passes the Threshold assessment, the proposal will receive further consideration based upon a team review and scoring by qualified SCE and its consultant personnel.
- Refer to **Section 5**, (*Submission of Proposal*) for additional requirements of the RFP process.

H. Disclaimer

SCE reserves the right, at its sole and absolute discretion, to modify, suspend or withdraw any and all aspects of this RFP or the selection process; obtain additional information from any Bidder; waive any defects as to form or content of the RFP or any other document or procedure used in the selection process; negotiate with Bidders to resolve technical or contractual issues; reject any and all responses or proposals submitted; accept or reject any Bidder for entry into any Contract; and to terminate negotiations at any time. SCE will not have accepted any response or proposal, or be bound by any term thereof, until an authorized representative of SCE executes a definitive Contract.

Responding to this RFP does NOT commit or obligate SCE in any way to pay or reimburse any costs incurred by any Bidder in the preparation of any response to this RFP or proposal, or to procure or contract for any services whatsoever (including any Work or any portion thereof).

I. Key Dates

SCE reserves the right to amend the schedule and key dates of the RFP events/activities as it deems necessary. Should there be changes to the schedule timeline, SCE will notify Bidders in writing of the updates in a timely manner when and if SCE, in its sole and absolute discretion, requires such a change. In the event of a schedule change, SCE's procurement agent will notify by email all Bidders of such change. The following **Table 1-1 (Key Dates)** lists the key RFP events and their corresponding dates:

TABLE 1-1: KEY DATES

Key Event	Key Date
RFP Release	2/12/2013
*Pre-Bid Conference	2/26/2013 From 9:00 a.m. to 12:00 p.m. (PST).
Bidder Questions Due	3/5/2013, 2:00 p.m. (PST)
SCE's Answers to Bidder's Questions Due	3/12/2013
Bidder's Proposal Due	4/1/2013, 2:00 p.m. (PST)
Notification of Proposal Selection, Subject to Negotiations	4/26/2013
LGP Program Full Commencement	Full program commencement upon CPUC approval

2. SCOPE OF WORK REQUIRED

A. DESCRIPTION OF THE ACTUAL WORK REQUIRED

All Bidders' proposed Work must address the goals stated in the CEESP. Bidders must address EE consistent with the policy requirements as put forth by the Commission. SCE intends the solicitation process under this RFP to generate innovative ideas based upon the Strategic Plan "Support Menu" (see **Table 2.1A**). Therefore, SCE may select proposals that include activities and/or technologies that SCE has not specifically identified in this RFP document.

The actual final Scope of Work will be determined in consultation with an SCE representative prior to the issuance of a Contract.

Selected Bidder(s) will provide for the following:

CEESP Strategic Plan: Bidder's proposals will be for Work in **one (1) or more** of the following local government strategic support (**Strategy**) categories as listed in **Table 2.1A**. Each Strategy, as listed in **Table 2.1A**, has associated "Task(s)" representing types of Work that Bidders will perform in implementing CEESP efforts.

1. Bidders will develop proposals around one (1) or more of the Tasks listed in **Table 2.1A**, and are encouraged to include the following in their proposals:
 - Within Bidder's proposal, a Task will directly support one (1) or more of the CEESP goals and may consist of one (1) or more activities.
 - Bidders will detail the scope of Work such that the proposal contains a complete description of the Task(s) to be performed, the intended results or outcomes, the resources required to meet the Work requirements, and the Work budget;
 - Bidders may submit proposals outside of the Tasks identified in **Table 2.1A**, but the proposed Work must be strongly supported by the local government's expertise, experience, and rationale of how the activity supports the CEESP and how it will lead to long-term sustainable energy policies/savings that can be replicated by other local entities; and
 - Regional partnerships' (i.e., regional governments may submit proposals for multiple local government partners) proposals may include Tasks that apply to one or more (i.e., multiple) cities within the partnership. In these instances, proposals will reflect each city or county's costs in aggregate.

2. Bidders will address the development and implementation of policies, processes, templates, models or otherwise replicable activity for **one (1) or more** of the Tasks described in **Table 2.1A**.
3. Successful Bidders will implement and complete proposed activities within the two (2) year period of **2013 through December 2014** that directly support EE and will be sustainable beyond the year **2014** as a standard and permanent practice of the local government, and which will not be dependent upon continued funding derived from Public Purpose Program Charges.

TABLE 2-1A: STRATEGIC PLAN “SUPPORT MENU”

Strategic Plan Goal 1: Local governments lead adoption and implementation of “reach” codes stronger than Title 24 on both mandatory and voluntary bases		
STRATEGY	1.1	Adopt codes, ordinances, standards, guidelines or programs that encourage or require building performance exceeding state requirements. The focus should be on using existing models, or if there is something new and unique, that it be replicable.
TASKS	1.1.1	Adopt building energy codes more stringent than Title 24’s requirements, using cost-effectiveness studies by Climate Zone done by the utilities; adopt one or two additional tiers of increasing stringency.
	1.1.2	Adopt a Green Building policy for municipal development, commercial development and/or residential development.
	1.1.3	Develop/adopt point of sale programs such as a Residential or Commercial Energy Conservation Ordinance. Focus on whole building performance.
	1.1.4	Change local codes to allow and encourage integration of EE, demand response, and on-site generation.
	1.1.5	Develop and adopt programs to encourage energy efficiency such as one-stop permitting, on-line permitting, separate Zero Net Energy (ZNE) permit processes, density bonuses, or a recognition program.
	1.1.6	Develop educational programs for local elected officials, building officials, commissioners, and stakeholders to improve adoption of EE codes, ordinances, standards, guidelines and programs.
STRATEGY	1.2	Implement codes, ordinances, standards, guidelines or programs that

		encourage building performance exceeding state standards.
TASKS	1.2.1	Implement any of the Tasks under Strategy 1.1 above, through a process involving internal and external stakeholders, etc.
Strategic Plan Goal 2:		
Strong support from local governments for energy code compliance enforcement.		
STRATEGY	2.1	Improve processes resulting in increased code compliance through education, training, and enforcement practices.
TASKS	2.1.1	Local government staff and contract staff attend code compliance workshops offered by the California Energy Commission (“CEC”), utility codes & standards staff, or other local governments with strong compliance records.
	2.12	Redesign enforcement, compliance, plan review processes; introduce new forms and templates.
Strategic Plan Goal 3:		
Local governments lead by example with their own facilities and energy usage practices.		
STRATEGY	3.1	Develop a program to track municipal energy usage, such as through energy management software and benchmarking of municipal facilities.
TASKS	3.1.1	Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities.
	3.1.2	Set up a ‘utility manager’ computer program to track municipal usage. Identify need for sub-metering to plan, budget and manage bills.
STRATEGY	3.2	Adopt a Climate Action Plan (CAP), Energy Action Plan (EAP) for municipal operations. The plan could include setting energy efficiency standards for new and existing facilities, developing a revolving loan fund for EE projects, and so on.
TASKS	3.2.1	Develop/adopt an energy chapter for City/County climate or energy action plan.

	3.2.2	Adopt a policy to require Leadership in Energy and Environmental Design (LEED), Energy Star Ratings, or other program standard for municipal facilities.
	3.2.3	Develop policy for a revolving EE fund for City/County facilities.
	3.2.4	Develop commissioning/retro-commissioning policies for municipal facilities.
Strategic Plan Goal 4:		
Local governments lead their communities with innovative programs for EE, sustainability and climate change.		
STRATEGY	4.1	Adopt a CAP, EAP, or adopt EE language into another policy document, such as a General Plan, to reduce community greenhouse gas emissions with a focus on EE.
TASKS	4.1.1	Develop a regional template for CAP or EAP.
	4.1.2	Customize CAP with EE language and data.
	4.1.3	Update General Plan/Conservation Element with Climate policies. Provide EE framework and data for other people doing planning.
	4.1.4	Conduct the EE savings analysis for an annual Greenhouse Gas inventory for the City/ County.
Strategic Plan Goal 5:		
Local government EE expertise becomes widespread and typical.		
Local governments participating in activities under Goals 1 – 4 will be increasing their expertise.		
The activities under Goal 5 are more directly related to the programs operated by the statewide local government associations (ICLEI, ILG and LGC), by regional local government agencies such as the Association of Bay Area Governments and Great Valley Center, and by the Statewide Local Government EE Best Practices Coordinator.		

B. ELIGIBLE ACTIVITIES

This RFP seeks to fund activities that will lead to long-term, sustainable changes as opposed to support of staffing resources or short-term initiatives that would cease to exist once the funding has ended.

Ineligible activities for this RFP include but are not limited to the following areas:

- Funding for incentives;
- Installation of EE measures (e.g., lights, controls, motors);
- Generation;
- Greenhouse gas strategies unrelated to EE; and
- Initiatives replicating existing utility program offerings.

C. LOCATION VISITS

Bidder may be required to attend meetings at SCE's Customer Energy Efficiency and Solar Division ("CEES") headquarters located at 1515 Walnut Grove Avenue, Rosemead, CA 91770, SCE's General Office complex.

D. CONSIDERATIONS

1. Work will be performed and completed during the Commission approved **2013** through **2014** EE program funding cycle.
2. Proposed deliverables or outcomes will be completed no later than **December 31, 2014**.
3. SCE will accept proposals from individual city or county governments or from regional governments representing one or more local jurisdictions that are currently participating in an SCE Local Government or Institutional Partnership Program.

3. BIDDER'S PROPOSAL FORMAT

Table 3-1 (*Proposal Checklist*) consists of a list of items the Bidder must include in its proposal for SCE to consider such proposals to be “responsive” (i.e., receiving a passing score) in the Threshold assessment; see **Section 4** (*Proposal Evaluation Criteria*) for more information. In addition, Bidders will use **Table 3-1** (*Proposal Checklist*) as the “table of contents” for their proposals.

TABLE 3-1: PROPOSAL CHECKLIST

Bidder must include a copy of the completed checklist below into its proposal.

SECTION 3	Included ? (Y/N)	Section/ Page Number
ITEM A – BIDDER'S INFORMATION		
ITEM B – SCOPE OF WORK TO BE PERFORMED		
1. INDICATE TASK TO BE PROPOSED		
2. APPROACH TO SCOPE OF WORK FOR EACH TASK		
3. PROVIDE OUTCOMES (PER TASK) & RESOURCES REQUIRED		
4. IDENTIFY DELIVERABLES & MILESTONE DATES		
ITEM C – RESPONDING TO TASK CRITERIA		
1. SECTION 3.C: RESPONSE TO ITEMS 1 THROUGH 8 PER TASK		
ITEM D – LONG TERM SUSTAINABILITY		
ITEM E – TOTAL WORK COST		
<i>Appendix 1-A</i>		
<i>Table 3.2 – Budget Cost By Task</i>		
<i>Table 3.3 – Hourly Rates & Compliance checklist</i>		

Item A. Bidder's Information

Provide:

- Name of the primary local government or organization;
- Name of co-applicant local governments, if applicable;
- Main contact name, address, phone number, email; and
- Population of each jurisdiction by current census.

Item B. Scope of Work to be Performed

Bidder will discuss the approach to the Work for each Task being proposed as described in this RFP including, but not limited to:

- Discuss the approach to the Work described in each Task Bidder proposes to perform;
- Provide the intended results or outcomes per Task;
- Define the resources required to meet the Work requirements; and
- Identify deliverables and their milestone dates. Milestones are to be attached to deliverables in a table, such as the one provided as an example below. The final deliverables should also be evidence of the successful completion of CEESP activity.

For example, if the CEESP activity is "adoption of building energy codes that are above Title 24," the deliverables should consist of:

- I. Documentation of the new building codes, perhaps in the form of the newly published building codes; and
- II. Documentation that these new codes have been formally accepted by the local government through council meeting minutes or reports, for example.

Deliverables	Milestones (Due Dates)
1)	[Provide time required to implement here]
2)	
3) Etc...	

Item C. Responding to Task Criteria

For each Task a Bidder selects to propose from **Table 2.1A**, Bidders must address per individual Task the following Program "elements" one (1) through eight (8), as listed below.

All eight (8) elements are equally important and will require a per Task response as part of a complete proposal.

Program Elements 1 through 8 are to address:

1. A specific statement of the concern, gap, or problem that the proposed Work seeks to address, and the likelihood that the issue can be cost-effectively addressed through utility programs.
2. Whether and how the Work will address a CEESP goal or Strategy, and market transformation.

3. Specific goals, objectives, and end points for the proposed Work supporting the CEESP strategies.
4. New and innovative design partnerships, concepts, or Measure mixes that have not yet been tested or employed.
5. A clear budget and timeframe to complete the proposed strategic support, to obtain results before **December 2014**.
6. Information on relevant baseline metrics (Baseline) or a plan to develop Baseline data information against which the outcomes of the proposed Work can be measured;
7. Rationale for the value and benefits that will come as a result of the proposed Work, and an approach for qualitatively and/or quantitatively assessing whether or not that value/benefit was realized at the end of the proposed strategic support Work.
8. Use of the proposed Work with other local governments, a concrete strategy to identify and disseminate best practices (Best Practices) and any lessons learned from the proposed work to SCE, and a recommended approach for sharing such Best Practices with other local governments.

Item D. Long Term Sustainability

Proposed Work must address the strategic initiatives that will result in long-term sustainable changes in processes, behavior, operations, or future actions. Long-term sustainability will not be dependent on continued Public Purpose Program Charge funding beyond the current 2013-2014 EE program funding cycle.

Item E. Total Work Cost

Bidder must describe the costs to develop and implement the proposed Work as well as include levels of matching funds and origination of funds (i.e., general funds, grants, etc.), if any. The Bidder will also describe the funding requirements to support the EE work beyond the 2013-2014 funding cycle, and where those funds will originate from.

Provide Work budget information for:

- **Administrative Costs** - Typically, program overhead costs, such as staff labor/benefits, employee expenses, and miscellaneous general expenses that are not marketing and outreach (Marketing and Outreach), direct implementation, or incentive/rebate costs. These costs will usually be for labor incurred in preparing invoices and reporting (monthly, semi-annual and ad hoc).

- **Marketing and Outreach Costs** - Typically, marketing costs such as collateral material, outreach costs such as promotional events, and staff labor associated with incurring marketing costs and activities.
- **Direct Implementation Costs** - Costs related to activities directly tied to, and associated with, the development and the implementation of the proposed Work, including subcontractor costs.
- **Total Two-Year Budget** - Sum of the components listed above.

Refer to **Appendix C (Budget Breakdown)** for a sample budget breakdown worksheet for providing information as required by this Item E. Bidder must provide one complete budget breakdown worksheet per Task selected.

For each Task responded to, the Bidder is required to fill in the table provided in **Table 3-2 (Budget Cost per Task)** below, with information regarding proposed cost per Task budget item.

TABLE 3-2: BUDGET COST PER TASK

Budget Item Cost	Per Task Budget	
	(\$)	(%)
Administrative Costs		
Marketing and Outreach Costs		
Direct Implementation Costs		
Total		100%

Table 3-3 (Hourly Rates) below requires information regarding the proposed hourly rate, by staff category. For each Task responded to, the Bidder is required to fill in the information listed in **Table 3-3**, which includes a list of positions, responsibilities, and the fully burdened hourly rate for each position.

TABLE 3-3: HOURLY RATES

Staffing Direct Labor	Task Assigned	Responsibility	Hourly Rate (U.S. Dollars)
[Position Title #1]			
[Position Title #2]			
[Position Title ##]			

Item F. Supplier Responsibility

SCE's Environment, Health & Safety, Ethics and Compliance, and Supplier Diversity programs are essential to SCE's success and the success of SCE's suppliers and contractors. Per Commission General Order 156, Bidders must supply information on their diversified business enterprise (DBE) status and subcontracting plans. SCE will consider this information in evaluating bids. See Items B.1 (*Procurement Proposal Request Document*), B.2 (*Supplier Responsibility Program Checklist*), and B.3 (*Diverse Business Enterprise Subcontracting Commitment and Reporting Requirements Form*) in **Appendix B**.

Item G. SCE's General Terms and Conditions

1. **Substitution:** Bidder will **NOT** substitute, nor use a reference to Bidder's general terms and conditions, in lieu of SCE's Ts&Cs. SCE will consider any proposal received with such substitution as "non-responsive" and subject to disqualification.
2. **Exceptions and/or Revisions:** SCE will not accept any changes or modifications to SCE's Ts&Cs, unless there are exceptional circumstances and in those situations the Bidder proposing the change risks being marked down in the proposal scoring process or passed over as a result of any proposed changes. Any revisions and/or exceptions proposed by Bidder to SCE's Ts&Cs the Bidder must clearly state in a separate appendix section of Bidder's proposal submittal. Bidder will identify the title of such section as *Revisions/Exceptions to the Ts&Cs*. Submit all proposed revisions/exceptions in the form of a *redlined* markup of the existing provision(s) in SCE's Ts&Cs. In addition, Bidder must clearly identify the "exceptional" reason for the proposed change(s) and the cost impact of the change(s). SCE will not consider a proposed change the Bidder has not provided in redlined markup form with the reason for, and cost impact of, the requested change identified.
3. **Scoring:** SCE scores Bidders based upon all responses, and the nature and extent of exceptions taken to SCE's Ts&Cs are part of the Bidder evaluation criteria. Bidder-proposed changes to SCE's Ts&Cs are discouraged and will impact the Bidder's ultimate selection.

4. PROPOSAL EVALUATION CRITERIA

Bidder proposal evaluations will consist of two (2) parts: *Threshold* and *Weighted*.

- **Part 1 Threshold:** SCE will first evaluate the responsiveness criteria on a pass/fail basis. Proposals not including all items listed in **Section 3 (Bidder's Proposal Format)**, **Table 3-1 (Proposal Checklist)**, or any substitution of and/or, reference to a Bidder's own general terms and conditions in lieu of SCE's Ts&Cs will render the Bidders proposal to be considered "non-responsive" and subject to a disqualification or failing score.
- **Part 2 Weighted:** Proposals that receive a passing score on the Threshold evaluation will be further scored according to the criteria and weights listed in **Table 4-1 (Weighted Scoring)** below, and summarized in **Table 4-2 (Scoring Criteria Summary)**.

TABLE 4-1: WEIGHTED SCORING

A. Scope of Work to be Performed – 25% (Section 3, Item B)
SCE will evaluate Bidder's approach to the Work and Bidder will receive a higher score if the approach is reasonable and documented to achieve the results required. Bidder must provide specific detailed outcomes and SCE will evaluate the feasibility of achieving those outcomes. Score range: A through F (+/-)
B. Responding to Task Criteria – 35% (Section 3, Item C)
SCE will evaluate Bidder based upon comprehensiveness and relevancy of response to each Task. Score range: A through F (+/-)
C. Long Term Sustainability – 15% (Section 3, Item D)
SCE will evaluate Bidder based upon the degree to which the proposed Work will result in long-term sustainable change, addresses the CEESP, and is comprehensive, innovative, and integrated. Score range: A through F (+/-)
D. Total Work Cost – 15% (Section 3, Item E)
SCE will evaluate the Bidder's total proposed Work cost where applicable, and Bidder will receive a higher score if the rates (or total proposed Work cost) show reasonableness in relation to the corresponding Task(s). Score range: A through F (+/-)
E. Past Performance and Prior Funding – 10%
SCE will consider any prior Strategic Plan task funding the Bidder may have received and their performance on past Strategic Plan tasks. Bidder will receive a higher score when past performance shows reasonable progress towards task completion.. Score range: A through F (+/-)

TABLE 4-2: SCORING CRITERIA SUMMARY

Part 1: Threshold Assessment		
A.	Proposal Responsiveness	Pass/Fail
Part 2: Proposal Scoring (Weighted Assessment)		
A.	Scope of Work to be Performed	25%
B.	Responding to Task Criteria	35%
C.	Long Term Sustainability	15%
D.	Total Work Cost	15%
E.	Past Performance & Prior Funding	10%
TOTAL		100%

5. SUBMISSION OF PROPOSAL

A. OPTIONAL PRE-BID CONFERENCE AND QUESTIONS/COMMUNICATIONS

SCE will hold an optional Bidders' conference (via Webcast) on **February 26, 2013**, at 9:00 a.m. to 12:00 p.m. PST, to provide Bidders an opportunity to pose questions directly to SCE. Bidders will also have the opportunity to submit written questions.

Date: Tuesday, February, 26, 2013.

Time: From 9:00 a.m. to 12:00 p.m. PST

Webinar Information: Join us for an Online GoToMeeting Webinar.

Registration Web Link: Reserve your Webinar seat now at:

<https://www1.gotomeeting.com/register/148455585>

B. PROPOSAL CLARIFICATIONS

SCE reserves the right to contact a Bidder, at any time, for clarifications about any part of the Bidder's proposal, including, but not limited to, the proposal, technical documentation, etc.

C. RFP QUESTIONS, INQUIRIES AND CONCERNS

Bidder's RFP questions received by **2:00 p.m. (PST) on March 5, 2013**, will be responded to and posted by SCE on PEPMA by **March 12, 2013**.

Email or mail all RFP questions and communications such as inquiries and concerns in writing regarding this RFP to Jeffrey Rodriguez, Contracts Manager:

- Email: jeffrey.rodriguez@sce.com; or
- Mail questions and communications to the address as listed in **Section D (Submission of Proposal Responses)** below.

D. SUBMISSION OF PROPOSAL RESPONSES

Bidders must submit both hard copy and electronic versions of their proposals by the due date and times listed below. SCE will reject any proposals received after the due date and time.

1. **Time and Place for Submission:** Refer to SCE's Proposal Request Document (See **Appendix B**) for critical information and instructions on submittal of the hard copy of Bidder's proposal document. Below is some key information about the proposal due date, time, and place for submission:

Due Date: April 1, 2013

Time Due: 5:00 p.m. PST
To: Jeffery Rodriguez, Contracts Manager
Attention: Edison Material Supply
Address: Southern California Edison Company
2131 Walnut Grove Avenue, General Office 3, Third Floor
P.O. Box 800
Rosemead, CA 91770
Phone: (626) 302-3963

IMPORTANT: Additional SCE submittal requirements are included in **Appendix B**. Failure to follow the additional submittal requirements in **Appendix B** will result in rejection of the Bidder's proposal.

2. **Hardcopy Proposal Submission**—Bidders are required to:

- Submit four (4) hard copies double or single-sided, with a minimum font size of 11, with one (1) copy unbound and three (3) copies bound of their proposal, with signed cover sheets, including all submittals required by this RFP.
- Submit one (1) electronic copy of their entire proposal, including supporting documents on CD-ROM using Microsoft Office software (e.g., Word, PowerPoint, and Excel). Adobe Acrobat documents (i.e., PDF files) are NOT acceptable.
- Enclose the hard copies and the CD of the proposal in a sealed envelope marked "*proposal*," with the title of the work and the bid RFP number clearly written on the outermost envelope. The proposal must be delivered to the address stated in the Proposal Request Document on or prior to the due date and time.

3. **Electronic Copy Proposal Submission:** In addition to submitting a hard copy response to this RFP by **April 1, 2013 at 5:00 p.m. PST**, Bidders must also submit an electronic copy to: <https://www.pepma-ca.com/> by **April 1, 2013 at 5:00 p.m. PST**.

The electronic submission does NOT fulfill the hardcopy submission requirements as outlined in this section.

Note: The hard copy and electronic copy content must be the same. SCE will immediately disqualify the Bidder's proposal if SCE finds any difference between the electronically submitted proposal and the hardcopy of the proposal.

4. **Verification of Receipt of Proposal:** It is the Bidder's sole responsibility to ensure SCE receives its proposal at the address specified in this package by the deadline for submission.

5. **Errors or Omissions:** A Bidder discovering an error or omission in its proposal response package may withdraw its package and resubmit a new one, provided it does so before the deadline for submission of proposal responses.
6. **RFP Withdrawal:** SCE reserves the sole and absolute right to withdraw this RFP at any time before the duly authorized execution of the Contract with Bidders for any reason including, but not limited to, action by the CPUC modifying or withdrawing the Program. In its sole and absolute discretion, SCE may accept or reject any or all proposals, and may accept other than the most cost-effective proposal. SCE will not assume any liability, under any circumstances, to any Bidder submitting a proposal in response to this RFP.
7. **Proposal Preparation Costs:** Bidder accepts any and all costs and expenses incurred prior to the duly authorized execution to the Contract and will not seek reimbursement of any costs and expenses from SCE.
8. **Proposals Not Confidential:** After the deadline for receipt of proposals, SCE will not keep confidential either the proposal submitted in response to this RFP or any Contract arising from the RFP. In addition, SCE may submit Bidder proposals to the CPUC for review. Furthermore, SCE will not assume any liability to a Bidder or any other party as a result of any public disclosure of any proposal or Contract.
9. **Proposal Review – Clarifications:** SCE may, but will not be obligated to, perform clarification interviews or request clarifications in writing. SCE may perform clarification interviews via telephone and will focus on clarifying the information set forth in the proposals, rather than offering Bidders the opportunity to revise their proposals. SCE will not compensate Bidders for the time spent or the costs incurred for the interview(s) or for responding to a written request for clarification.
10. **Terms and Conditions of Submission:** All proposals, together with all other documentation, submitted in connection with this RFP will become and will remain the property of SCE. SCE will not return proposals or any other documentation submitted in connection with this RFP to the Bidder. By submitting a proposal pursuant to this RFP, Bidders acknowledge and agree (a) they will be fully bound by the terms and conditions of this RFP in submitting their proposals, (b) they have had the opportunity to seek independent legal and financial advice of their own choosing with respect to the RFP and their proposals, (c) they have obtained all necessary authorizations, approvals and waivers, if any, required by them as a condition of submitting their proposals, (d) they are submitting their proposals subject to all applicable laws, and (e) they have not engaged and will not engage in communications with any other Bidder in the RFP concerning the

price or other economic terms contained in their proposals and have not engaged in collusion or other unlawful or unfair business practices in connection with this RFP.

11. SCE has provided its standard proposal submission requirements and forms together with its General Conditions in **Appendix B**. Refer to **Appendix B** for SCE's additional submission requirements.
12. **Program Implementation:** SCE anticipates the Work in this RFP will begin no later than **June of 2013**.

APPENDIX A - DEFINITIONS

By submitting its Proposal, the Bidder acknowledges and agrees to the terms and their definitions contained within this **Appendix A**. These terms and definitions provide general background information only, as commonly used terms and definitions within the energy industry, and are not intended to be Contract terms.

These terms and definitions are also in addition to any terms and definitions that may appear in the RFP. If any conflict exists between a term or definition contained in this **Appendix A** and a term or definition contained in the RFP, the meaning given to the term or definition within the RFP will control.

Definitions of Terms:

- 1. Affiliate:** any person, corporation, utility, partnership, or other entity five percent (5%) or more of whose outstanding securities are owned, controlled, or held with power to vote, directly or indirectly either by an administrator or any of its subsidiaries, or by that administrator's controlling corporation and/or any of its subsidiaries as well as any company in which the administrator, its controlling corporation, or any of the administrator's affiliates exert substantial control over the operation of the company and/or indirectly have substantial financial interests in the company exercised through means other than ownership. For purposes of this definition for "Affiliate," "substantial control" includes, but is not limited to, the possession, directly and indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management of policies of a company. A direct or indirect voting interest of five percent (5%) or more by the administrator, its subsidiaries, or its affiliates in an entity's company creates a presumption of control.
- 2. Baseline:** The initial base metric for comparing the net result of programmatic changes versus what would have happened in the absence of the program services or installation of Measures.
- 3. Best Practices:** The business practices that, when compared to the other business practices used to address a similar business process, produces superior results. For more information regarding energy efficiency Best Practices please go to www.eebestpractices.com. SCE also welcomes Best Practices from other industries.
- 4. California Public Utilities Commission ("CPUC" or "Commission"):** Regulates privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
- 5. Contract(s):** Agreement entered into between SCE and the selected Bidder which authorizes the Work, states the commercial terms, incorporates by reference SCE's Ts&Cs (or a

different set of terms and conditions mutually agreed upon between SCE and the selected Bidder) and a statement of Work, and other referenced documents, all of which form the contract between SCE and the selected Bidder. The term Contract(s) will have the same definition and meaning ascribed to it as Purchase Order(s) under SCE's Ts&Cs.

6. **Energy Efficiency (EE):** An action, appliance or device that reduces the total electric consumption of a customer, while maintaining a level of service that is the same or better than before.
7. **Local Government or Institutional Partnership Programs:** A program that coordinates efforts of a utility and a local government or other entity to use the strengths of both parties to achieve energy savings goals.
8. **Marketing and Outreach:** Communications activities designed to identify, reach, and motivate potential customers to take actions to either learn more about or invest in EE opportunities.
9. **Measures:**
 - Specific customer actions that reduce or otherwise modify energy end use patterns.
 - A service or a product for which the installation and operation at a customer's premises results in a reduction in the customer's on-site energy use, compared to what would have occurred without the service or the installation of such product.
10. **Public Purpose Program (PPP) Charge:** A charge applied to utility customer bills to support the provision of public benefit programs such as energy efficiency programs, low-income services, renewables, and energy-related research and development.
11. **Work:** Any and all obligations the successful Bidder will perform for SCE and its customers pursuant to this RFP.

APPENDIX B - ADDITIONAL SUBMISSION DOCUMENT REQUIREMENTS

B.1: PROPOSAL REQUEST DOCUMENT

Bidder must review and complete the mandatory sections of the Proposal Request Document “Representation” or “Decline to Bid.”



RFP 104-011303-
LGSP3 - Proposal Req

B.2: SUPPLIER RESPONSIBILITY PROGRAM CHECKLIST

Bidder must review and complete all fields that indicate a response is required.



Supplier
Responsibility Program

B.3: DIVERSE BUSINESS ENTERPRISE (“DBE”) SUBCONTRACTING COMMITMENT AND REPORTING REQUIREMENTS FORM

Bidder must review and complete the estimations of DBE subcontracting expected. This is only an estimation of future subcontractor spend.



DBE Subcont Commit
Form 1-24-11.pdf

B.4: ENVIRONMENTAL, HEALTH, & SAFETY (EH&S) HANDBOOK

Bidder must review the EH&S handbook.



EH&S Handbook for
Contractors Rev 4 12

B.5: SCE GENERAL TERMS AND CONDITIONS

Bidder must review the SCE General Terms and Conditions.



MCSA 06 25 12 for
EE-.pdf

APPENDIX C - BUDGET BREAKDOWN

See embedded Excel sheet below for the actual Budget Breakdown Worksheet:

	Task #	Total Estimated Hrs.	Admin.	Mktg.	Direct Implementation	Total
Task 1 - Program Ramp-up	Included in Task 2 through Task 4					
Task 1 (Not-to-Exceed Budget)						
Task 2 - Strategic Plan Goal x						
Task 2 (Not-to-Exceed Budget)		0	\$0	\$0	\$0	\$0
Task 3 - Strategic Plan Goal x						
Task 3 (Not-to-Exceed Budget)		0	\$0	\$0	\$0	\$0
Task 4 - Strategic Plan Goal x						
Task 4 Not-to-Exceed Budget		0	\$0	\$0	\$0	\$0
Task 5 - Invoicing and Reporting	Included in Task 2 through Task 4					
Task 5 (Not-to-Exceed Budget)						
Task 6 - Ramp-Down and Shut-Down Program	Included in Task 2 through Task 4					
Task 6 (Not-to-Exceed Budget)						
Task 7 - Submit Final Program Report	Included in Task 2 through Task 4					
Task 7 (Not-to-Exceed Budget)						
Grand Total (All Tasks)	All	0	\$0	\$0	\$0	\$0
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Embedded file:



Appendix C Budget
Breakdown.xls



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: March 26, 2013

SUBJECT: Desert Renewable Energy Conservation Plan

DEPARTMENTAL RECOMMENDATION: (1) Review the Memorandum of Understanding between the California Energy Commission and the County of Inyo regarding Participation and Engagement in the Development of the Desert Renewable Energy Conservation Plan and Authorize the Chair to Sign and (2) Direct Staff to Prepare a Proposal in Response to the California Energy Commission's Request for Proposals for Renewable Energy and Conservation Planning Grants for the Board's Consideration.

SUMMARY DISCUSSION: Former Governor Schwarzenegger ordered the development of the Desert Renewable Energy Conservation Plan (DRECP) for the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. A Renewable Energy Action Team (REAT) was formed consisting of the California Natural Resources Agency, California Energy Commission (CEC), California Department of Fish and Game, Bureau of Land Management (BLM), and the U.S. Fish and Wildlife Service in part to coordinate the DRECP. Other involved State and federal agencies include the California Public Utilities Commission, California Independent System Operator, National Parks Service, and the Department of Defense.

Local governments, including the County of Inyo, were invited to participate on the DRECP Stakeholder Committee with the REAT agencies. In addition to the REAT and other agencies discussed previously, those participating on the Committee include the counties of Kern, San Bernardino, Los Angeles, Imperial, and Riverside, a variety of non-governmental organizations, utilities, renewable energy developers, Native American organizations, and off-highway vehicle associations.

The DRECP is to be a Habitat Conservation Plan under the Federal Endangered Species Act and a Natural Communities Conservation Plan (NCCP) under the California Natural Community Conservation Planning Act. The BLM, in compliance with the Federal Land Policy and Management Act, will consider the DRECP for possible amendments to the California Desert Conservation Area Plan. If the County chooses to participate in the DRECP, it may issue permits under the NCCP.

Assembly Bill 13 X1 (Perez, 2011) provided up to \$7,000,000 for specified counties, including Inyo County, to update their General Plans and zoning ordinances to address renewable energy. Within the DRECP, the Counties would have had to have participated in the DRECP. AB 1255 modifies the requirements to also allow counties that enter into a memorandum of understanding (MOU) with the Energy Commission consistent with the DRECP Planning Agreement.

Staff has briefed the Board previously regarding the DRECP,¹ most recently regarding the DRECP draft alternatives. In November of last year, the Board reviewed an MOU consistent with AB 1255 for counties' participation in the development of the DRECP. Based on the Board's direction, staff proposed enhancements to the MOU to CEC staff, and particularly its introductory sections, to reflect the County unique land use situation, the County's support for appropriate renewable energy development based on the General Plan, and to broaden the discussion the State's renewable energy goals. CEC staff generally accepted these enhancements, and the updated MOU is being presented to the Board for its review and approval (attached – underlined text illustrates text that was modified).

Staff believes that the MOU obligates the County to take part in development of the DRECP consistent with the County's previous participation. The MOU provides for the opportunity for the County to apply for planning funds for renewable energy planning, and does not commit the County to more than it already has been doing. The MOU requires the County to participate in the development of the DRECP for the purpose of ensuring that the DRECP can achieve the goals set forth in the DRECP Planning Agreement in a manner that is consistent with the applicable policies of the County, and can be terminated with 30-days notice.

The County previously submitted correspondence to the CEC (attached) requesting that preparation of environmental documents be eligible for renewable energy planning grants being solicited per AB 1255 to provide the County the opportunity to prepare an environmental impact report (EIR) and related technical documents for the County's rescinded Renewable Energy General Plan Amendment (REGPA).² The CEC recently issued a Program Opportunity Notice for Renewable Energy and Conservation Planning Grants,³ pursuant to AB 1255. Applications are due April 10, 2013. Staff recommends that the County pursue such grant funding to proceed with an EIR for the rescinded REGPA, and seeks the Board's direction before preparing the proposal. If the Board authorizes staff to proceed with proposal preparation, staff will return with a draft proposal for Board approval prior to submitting it to the CEC. The Sierra Business Council (SBC) has also expressed interest in teaming with the County for the grant funds; staff seeks the Board's direction in this regards as well.

OTHER AGENCY INVOLVEMENT: Governor Brown, CEC, USFWS, CDFG, BLM, counties of Kern, Los Angeles, Imperial, Riverside, San Diego, and San Bernardino, and other affected agencies and stakeholders.

ALTERNATIVES: The Board may consider not entering into the MOU, or requesting additional modifications to the MOU. The Board could also direct staff not to prepare a proposal.

¹ Refer to <http://www.drecp.org/> for more information regarding the Plan and <http://inyoplanning.org/RenewableNewPage.htm> for previous correspondence and other materials published by the County regarding the DRECP.

² The County approved the REGPA in 2011 that identified a General Plan Land Use Designation Overlay in which renewable energy projects, specifically solar and wind, might be developed, based on site specific studies, environmental review, and permitting pursuant to the County's Renewable Energy Ordinance and other applicable State, federal, and local laws. Other updates proposed included the following: identifying appropriate means to develop renewable wind and solar energy resources, provided that social, economic, and environmental impacts are minimized; offsetting costs to the County and lost economic development potential, and mitigation of economic effects; working to protect military readiness, and; considering conversions of lands utilized for agriculture, mining, and recreation. Due to litigation related to the California Environmental Quality Act from the Sierra Club and the Center for Biological Diversity alleging that an EIR should have been prepared, the County rescinded the REGPA. Refer to <http://inyoplanning.org/RenewableNewPage.htm> for more information regarding the REGPA.

³ Refer to http://www.energy.ca.gov/renewables/planning_grants/ for more information regarding the planning grants.

FINANCING: General funds are utilized to monitor State and federal planning efforts. By entering into the MOU, the County may be able to receive significant funding for renewable energy planning.

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.) <i>Riddle YES 3.15.13</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

Joshua Hart

Date: 3-17-13

Attachments:

1. MOU
2. Correspondence Regarding Renewable Energy Planning Grants

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA ENERGY COMMISSION,
AND
THE COUNTY OF INYO
REGARDING
PARTICIPATION AND ENGAGEMENT IN
THE DEVELOPMENT OF
THE DESERT RENEWABLE ENERGY CONSERVATION PLAN
MARCH 2013**

I. INTRODUCTION AND BACKGROUND

California has a history of establishing energy policies that promote renewable electricity generation. In 2008, the California Air Resources Board (CARB) adopted the Assembly Bill 32 (AB 32) Scoping Plan, which contains the main strategies California will use to reduce the greenhouse gas (GHG) emissions that cause climate change. The measures in the Scoping Plan will reduce California's GHG emissions to 1990 levels by 2020 and 80 percent of 1990 emissions levels by 2050. As indicated in the Scoping Plan, increasing electricity generation from renewable energy resources will yield significant GHG reductions and contribute to the 2020 and 2050 GHG reduction goals.

To implement the renewable energy strategies in the AB 32 Scoping Plan, then Governor of the State of California, Arnold Schwarzenegger, issued Executive Order S-14-08 (November 17, 2008) establishing a state policy goal of producing 33 percent of California's electrical needs with renewable energy resources by 2020 and directed state agencies to streamline regulatory processes and minimize environmental impacts associated with this development. The Governor and Legislature subsequently enacted Senate Bill 2 (1x) to establish the 33 percent renewable energy standard in statute, effective December 10, 2011. The Renewables Portfolio Standards (RPS) energy projects, including wind, solar, and geothermal, also contribute to achieving the state's climate change goals of reducing greenhouse gases to 1990 levels by 2020 and to 80 percent of 1990 emissions levels by 2050, making the success and expansion of RPS energy generation a key priority for California's economic and environmental future.

Concurrent with the Governor's Executive Order S-14-08, several state and federal agencies created an inter-agency cooperative effort known as the Renewable Energy Action Team (REAT) through the "Memorandum of Understanding Between the California Energy Commission and the California Department of Fish and Game Regarding the Establishment of the Renewable Energy Action Team" (November 17, 2008). In the Memorandum of Understanding, the California Department of Fish and Game (CDFG), the California Energy Commission (CEC), the Bureau of Land Management (BLM), and the United States Fish and Wildlife Service (USFWS) (REAT Agencies) committed to a cooperative relationship to achieve shared energy policy goals. The REAT has a primary mission to streamline and accelerate the permitting processes for renewable energy projects, while contributing to the conservation of special-status species and natural communities at the ecosystem scale.

The REAT agencies subsequently entered into the "Planning Agreement by and among California Department of Fish and Game, California Energy Commission, United States Bureau of Land Management, and United States Fish and Wildlife Service for the Desert Renewable Energy Conservation Plan" (May 2010). In the Planning Agreement, the REAT agencies committed to work together to develop the Desert Renewable Energy Conservation Plan (DRECP), a multispecies desert energy conservation plan in the Mojave and Colorado Desert Regions. The DRECP will guide solar and other qualified RPS energy project siting in the DRECP Planning Area and ensure the

conservation of California's natural resources in the Planning Area. The goals of the DRECP, as provided in Section 2.3 of the Planning Agreement, include the following:

- A. Provide for the long-term conservation and management of Covered Species within the Planning Area;
- B. Preserve, restore, and enhance natural communities and ecosystems that support Covered Species within the Planning Area;
- C. Build on the Competitive Renewable Energy Zones identified by the Renewable Energy Transmission Initiative;
- D. Further identify the most appropriate locations within the Planning Area for the development of utility-scale renewable energy projects, taking into account potential impacts to threatened and endangered species and sensitive natural communities;
- E. Provide a means to implement Covered Activities in a manner that complies with the Natural Community Conservation Planning Act (NCCPA), Federal Endangered Species Act (FESA), National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and other relevant laws;
- F. Provide a basis for the issuance of Take Authorizations allowing the lawful Take of Covered Species incidental to Covered Activities;
- G. Provide for issuance of Take permits for other species that are not currently listed but which may be listed in the future;
- H. Provide a comprehensive means to coordinate and standardize mitigation and compensation requirements for Covered Activities within the Planning Area;
- I. Provide a framework for a more efficient process by which proposed renewable energy projects within the Planning Area may obtain regulatory authorizations and which results in greater conservation values than a project-by-project, species-by-species review would have;
- J. Provide durable and reliable regulatory assurances, as appropriate, under the NCCPA and the FESA for Covered Activities that occur within the Planning Area; and
- K. Identify and incorporate climate change adaptation research, management objectives, and/or policies into the final plan document.

Under section 25619 of the Public Resources Code, the Energy Commission may provide up to seven million dollars (\$7,000,000) in grants to qualified counties for the development or revision of rules and policies, including, but not limited to, general plan elements, zoning ordinances, and a natural community conservation plan as a plan participant, that facilitate the development of eligible renewable energy resources, and

their associated electric transmission facilities, and the processing of permits for eligible renewable energy resources. For counties within the DRECP Planning Area, the Energy Commission may award a grant to a county only if the county has signed the Planning Agreement as a "plan participant" as defined by California Fish and Game code section 2805(j)(1) or the county enters into a memorandum of understanding with the Energy Commission in which the county agrees to participate in the development of the DRECP for the purpose of ensuring that the DRECP can achieve the goals set forth in the Planning Agreement in a manner that is consistent with the applicable policies of the county.

Inyo County (County) historically has provided renewable energy production facilities for the benefit of California, and continues to do so to the present day. Under the County's General Plan, the County encourages the development of energy resources on both public and private lands within the bounds of economic reason and sound environmental health. The County's goals and policies include the following concepts.

- a. Encourage the sound development of any and all energy resources, including, but not limited to geothermal, wind, biomass, and solar.
- b. Encourage the use of peer-reviewed science in the assessment of impacts related to energy resource development.
- c. Encourage the development of adequate utility corridors necessary for the transmission of newly generated energy.
- d. Encourage maintaining energy opportunities on state and federal lands. Encourage treating renewable energy sources as natural resources. For projects subject to County planning and environmental jurisdiction, consider, account for, and mitigate ecological, cultural, economic, and social impacts, as well as benefits, from development of renewable energy resources. Consider developing County environmental and zoning permitting processes to ensure efficient permitting of renewable energy projects while mitigating negative impacts to County services and citizens, with a goal to ensuring that citizens of the County benefit from renewable energy development in the County.
- e. Recognize that, with more than 98 percent of the land area of Inyo County owned by the federal, state, and city governments, the economic viability of the County is inextricably tied to operational decisions made on public lands. Support federal and state land dispositions and acquisitions, including land adjustments and exchanges, that benefit the citizens of the County.
- f. Support continued and improved access to state and federal lands within the County, continued provision of public recreational facilities on state and federal lands, and multi-use management of state and federal lands where applicable.

The DRECP Planning Area contains lands within the County and under the County's jurisdiction. The construction across the state of RPS generation projects and the electric transmission projects needed to deliver RPS energy to load centers may affect these lands; and in many cases, the lands may provide appropriate sites for such projects. The County supports responsible renewable energy development on lands in the County under its jurisdiction and by this MOU seeks to engage more formally in the development of the DRECP in a way that is consistent with County goals and policies. The County may also develop or revise County rules and policies that will facilitate the development and permitting of renewable energy resources and associated transmission facilities and, for that reason, may apply for a grant under section 25619 of the Public Resources Code.

II. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Energy Commission and the County of Inyo.

III. PURPOSE

The purpose of this MOU is to form a cooperative relationship between the Parties to effectively plan for and promote renewable energy development in California in a way that advances California's renewable energy development initiatives and the renewable energy policies of the Parties and to develop and implement the DRECP in a manner that is consistent with the planning goals set forth in the Planning Agreement and with the applicable policies of the County. The County's participation in the DRECP planning effort will enhance the development and implementation of the DRECP through the sharing of comprehensive environmental baseline data, environmental analyses, impact assessments, and potentially through the identification of renewable energy development and conservation and mitigation opportunities in the County. The Energy Commission and the County expect that the County's participation in the DRECP planning effort will also inform its development or revision of County rules and policies pertaining to renewable energy and lead to rules and policies that complement the DRECP.

IV. AUTHORITY TO ENTER INTO THIS MEMORANDUM OF UNDERSTANDING

California Energy Commission Authority: Public Resources Code Sections 25218, subds. (d)-(e), 25219, 25302, 25324, and 25500 et seq.

County Authority: Government Code Section 65000 et seq. (Planning and Zoning).

V. PRINCIPLES OF AGREEMENT

The Parties mutually agree to:

- A. Participate in DRECP meetings, review draft DRECP documents and information, and provide advice and input about accomplishing DRECP planning goals in a manner that is consistent with the County's rules and policies regarding lands within its jurisdiction.
- B. Coordinate, share, and/or combine resources and data in conducting environmental and resource analyses to assist in the development of the DRECP, to the extent appropriate and allowed by law.
- C. Apprise each other, as far in advance as practicable, of any significant actions or issues that pertain to the development of the DRECP or the implementation of the DRECP on lands within the jurisdiction of the County.
- D. Share documents and information related to the preparation of the DRECP, to the extent appropriate and allowed by law.
- E. Provide Geographical Information Systems (GIS) staff, technical expertise, data and products where appropriate to assist in the development or implementation of the DRECP.
- F. Work together on the development of additional renewable energy resources in California's Mojave and Colorado Desert Regions, including identifying, as far in advance as practicable, those geographic areas and technical and environmental features that merit heightened consideration so that renewable energy project and transmission line development is consistent with both the DRECP's planning goals and the County's rules and policies for lands under its jurisdiction in the DRECP Planning Area.

VI. GENERAL PROVISIONS

- A. Nothing in this MOU is intended to or shall be construed to limit or affect in any way the authority or legal responsibilities of the Energy Commission or the County, including those related to land use decisions.
- B. Nothing in this MOU binds the Energy Commission or the County to perform any action that is beyond its legal authority.
- C. Nothing in this MOU requires the Energy Commission or the County to assume any financial obligation, or to expend any funds, in excess of available appropriations authorized by law. This MOU does not constitute or imply approval by the Energy Commission of any grant funds under section 25619 of the Public Resources Code or any other law, nor does it constitute or imply application by the County for a grant. Any activities that involve the transfer of

money, services, or property between or among the Parties will require execution of separate agreements or contracts.

- D. Nothing in this MOU is intended to or shall be construed to restrict any Party from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- E. Any information furnished between the Parties under this MOU is potentially subject to the California Public Records Act, Gov. Code § 6250, et seq. (CPRA). The Parties agree to consult one another prior to transferring potentially privileged or exempt documents and to cooperate in good faith to assert all such privileges and exemptions permitted by the CPRA.
- F. All cooperative work under the provisions of this MOU will be accomplished without discrimination against any employee because of race, sex, creed, color, or national origin.
- G. If any legal issue arises under this MOU, California law shall apply.
- H. Any loss, damage or injury suffered by any Party in connection with the performance of this MOU will be borne exclusively by it.
- I. Amendments or supplements to this MOU may be proposed by the Energy Commission or the County and shall become effective upon written approval of both Parties.
- J. Either the Energy Commission or the County may terminate this MOU thirty (30) days after providing written notification of termination to the other Party.
- K. This MOU shall become effective as of the later date shown below on the signatures page. This MOU may be executed in one or more counterparts, each of which will be considered an original document.
- L. This MOU shall remain in effect for three (3) years after the effective date of this MOU.
- M. This MOU is intended only to reflect the mutual understanding of the Parties. It is not a contract for acquisition of supplies or services; it is not legally enforceable; and it does not create any legal obligation of either of the Parties or create any private right or cause of action for or by any person or entity.

VII. CONTACTS

The primary points of contact for carrying out the provisions of this Memorandum of Understanding are:

- California Energy Commission: Roger Johnson, Deputy Director of the Siting, Transmission, Environmental Protection Division
- County: Joshua Hart, Planning Director

VIII. APPROVALS

COUNTY OF INYO

By: _____
Linda Arcularius
Chairperson of the Board of Supervisors

Date: _____

CALIFORNIA ENERGY COMMISSION

By: _____
Robert P. Oglesby
Executive Director

Date: _____



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

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Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

December 18, 2012

California Energy Commission
Dockets Office, MS-4
Re: Docket No. 12-GREP-1
1516 Ninth Street
Sacramento, CA 95814-5512

Re: Request for Comments – Renewable Energy Planning Grants (12-GREP-1)

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, thank you for inviting our input into development of the grant solicitation for renewable energy planning grants. As you may be aware, Inyo County developed a Renewable Energy Ordinance and Renewable Energy General Plan Amendment (REGPA), informed through our participation in the Renewable Energy Transmission Initiative. We strongly believe that appropriate renewable energy development is compatible with our environmental goals and can provide a benefit to local communities, and we look forward to continuing to work with the Energy Commission on the Desert Renewable Energy Conservation Plan and other planning initiatives in California and Nevada to meet State and national renewable energy goals.

Inyo County has a relatively small tax base, a large land base, and limited resources to allocate towards planning. Our County encompasses over 10,000 square miles, yet less than 200 square miles are privately held, and our population is only a little more than 18,000. We feel that this type of need should be taken into account in any grant solicitation.

As you may be aware, we were unable to implement our REGPA due to a lawsuit under the California Environmental Quality Act that we could not afford to litigate. Therefore, we suggest that the grant include as eligible planning tasks preparation of environmental documents, including environmental impact reports and related technical reports. We are considering applying for grant funds to complete work on our REGPA, and this support would be tremendously helpful.

Thank you again for continuing to include us in the Commission's renewable energy planning. We worked with many local, regional, State, and federal partners in development of our REGPA, and we plan to continue to do so if we proceed again. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or at kcarunchio@inyocounty.us.

Sincerely,

Supervisor Marty Fortney, Chairperson
Inyo County Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

10

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

FROM: Kevin D. Carunchio, County Administrative Officer

FOR THE BOARD MEETING OF: March 26, 2013

SUBJECT: Inyo County Film Commissioner Services

DEPARTMENTAL RECOMMENDATION:

Request Board approve a contract for Film Commissioner Services between Chris Langley and the County of Inyo, for the contract term of April 1, 2013 through December 31, 2014, for a total contract amount not to exceed \$71,975.00, contingent on approval of future County Budgets, and authorize the Chair to sign contingent upon appropriate signatures being obtained.

SUMMARY DISCUSSION:

On January 15, 2013, your Board reviewed a draft Request for Proposals (RFP) for the provision of Film Commissioner Services (Attachment A) and directed staff to issue the RFP, for the period April 1, 2013 through December 31, 2014, without modification.

The RFP was published on January 15, 2013, and the deadline for submitting proposals was February 15, 2013. The County only received one (1) response to the RFP, from current Inyo County Film Commissioner Christopher Langley (Attachment B).

Staff determined that Mr. Langley's proposal was complete, and commenced negotiations with him regarding the scope, timing and cost of providing Film Commissioner Services. The results of those negotiations are embodied in the Agreement for Film Commissioner Services today. As proposed, the Agreement provides for an enhancement of the Film Commission web-site (which will now be registered to the County and hosted on a server specified by Inyo County Information Services) for a one-time cost of \$3,000 in next fiscal year (July 1, 2013 through June 30, 2014). Otherwise, the total contract amount is in keeping with the amount of funds the County has budgeted annually for Film Commissioner Services, (\$40,000 per year), since Fiscal Year 2009-2010.

Web-site enhancements and most out-of-county marketing activities had been eliminated from recent Film Commissioner contracts in order to reduce costs to the County. In addition to the one-time web site upgrade costs, the proposed Agreement also restores some funding for out-of-county marketing activities, while recognizing increased travel expense. The slight increase in contract costs, above the historically budgeted amounts, are not expected to impact Net County Cost if a new County Film Permit Ordinance and related fee schedule are adopted later this year.

ALTERNATIVES:

Your Board can elect to not approve the agreement, or request modifications to the agreement. Your Board could also provide new direction to staff regarding means of providing Film Commissioner Services as described in the January 15, 2013, Agenda Request Form.

AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Film Commissioner services of Chris Langley of Lone Pine, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from April 1, 2013 to December 31, 2014 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Kevin D. Carunchio whose title is: County Administrative Officer. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$71,975.00***** 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 travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will

coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or

operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

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

18. CONFIDENTIALITY.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Administration	Department
P.O. Drawer N	Street
Independence, CA 93526	City and State

Contractor:	
Chris Langley	Name
P.O. Box 99	Street
Lone Pine, CA 93545	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner SERVICES**

TERM:

FROM: April 1, 2013

TO: December 31, 2014

SCOPE OF WORK:

Section I. General Duties & Responsibilities

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for County to maintain a formal relationship with the California Film Commission, and ensure the County's continued participation in the California Film Commission's *Film Liaisons In California, Statewide* (FLICS) Program. These duties include, but are not limited to:

- A. Actively working to attract film production into all areas of the County;
- B. Responding to production requests in a timely manner, not to exceed one week from the date of initial inquiry; and,
- C. Serving as a liaison between the film industry and the County and the community, including public and private landowners and other public agencies in the region.

In carrying out these duties, the Contractor shall regularly and routinely publicize contact information for the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services. At a minimum, this information shall be included in the local crew lists, production guide, and resources database that the Contractor is required to develop, maintain, and distribute (in paper and electronic form acceptable to the County), and on any web site the Contractor develops, maintains, or operates in conjunction with these services.

In performance of these duties, the Contractor shall:

- Maintain a working knowledge of the County and local business and government practices;
- Stay informed on production issues in Inyo County communities and convey this information to producers;
- Serve as an experienced trouble shooter for producers and the communities in which they work;
- Know how to secure permission to film on a variety of properties within the County;
- Be familiar with potential filming locations within the County;
- Remain sensitive to the needs of the communities within the County;

- Never solicit or accept fees, payments, donations, or other contributions for the provision of Film Commissioner services or on behalf of any entity or organization unless so authorized pursuant to and in conjunction with the County's film permit requirements;
- Adhere to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests, as well as the provision of:
 - ✓ location scouting assistance;
 - ✓ referral and liaison services with industry facilities and services;
 - ✓ liaison services to and among communities, production companies, and government agencies;
 - ✓ augmented outreach; and,
 - ✓ timely and accurate information to production companies, the local community, governmental entities, and the California Film Commission;
- Provide film liaison and location services, including photography of locations;
- Provide service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters;
- Act as a liaison between production companies and all levels of government, including the facilitation of permitting;
- Network with regional and state organizations related to filming;
- Only use the title of Inyo County Film Commissioner when acting in an official capacity pursuant to this agreement, and never for personal gain; and,
- Refrain from taking positions or engaging in activities, in an official capacity, contrary to the established policies of the County of Inyo or which might otherwise bring discredit to the County.

In addition, the Contractor shall:

1. Develop, maintain, and distribute local available crew lists in written and electronic form;
2. Develop, maintain, and distribute a local resources database, including photography of locations throughout all regions of the County, in written and electronic form;
3. Develop, maintain and distribute a current local production guide in written and electronic form; and,
4. Create and have published at least four (4) articles for the local and/or national and/or international media.

With regard to the crew lists, resources database, and production guide noted above, the Contractor will be required to provide it in an electronic format acceptable to the County. In addition, if the material is to be hosted on a web site, the web site must be developed using software approved by the Inyo County Information Services Director.

Section II. Administrative Services

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and answering machine or service, and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing:
 - a. a physical mailing address or Post Office Box;
 - b. a cellular telephone;
 - c. an e-mail account; and,
 - d. an internet-based photo hosting service
3. Arranging for clerical support, and any other personal contract services that may be necessary to support the duties and responsibilities of the Film Commissioner
4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. Attendance may be in person or via teleconference. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, as directed during the course of this contract, the Contractor may be required to research and work with County staff to evaluate and make a recommendation to the Inyo County Board of Supervisors regarding the feasibility of modifying the County's film permit requirements, including the levying of fees to support the Inyo County Film Commission.

If the County's film permit requirements are modified, the Contractor will be expected to implement and administer the County film permit process for non-County facilities and properties, as directed. If adopted, implementation and administration of the modified film permit may include but not be limited to:

- Publicizing the need for a County film permit;
- Determining the applicability of the County film permit requirements and associated fee schedule to specific filming activities;
- Ensuring all filming activities subject to the film permit requirements apply for a County film permit;
- Working with film permit applicants to ascertain the information necessary for the Film Commissioner to prepare a film permit, including the appropriate(s) fee for the filming activity in question, for submission to the County;
- Promptly notifying the County office responsible for finalizing film permits when a film permit has been prepared for submission; and,
- Preparing a monthly compilation of all film permits prepared by the Film Commissioner, to be submitted to the County with the Contractor's monthly invoice for payment of services.

Section III. Reporting

The Contractor shall keep the County Administrator or his designee, and the Inyo County Board of Supervisors apprised of its activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Within 30-days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall prepare all notifications and paperwork required by the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner. These documents shall be transmitted to the Office of the County Administrator for review and approval in advance of their submittal to the California Film Commission and, if necessary, for submittal to the California Film Commission by the County. Any subsequent modifications that may be required to this documentation will be processed in the same manner.
2. As soon as practicable, but no later than seven (7) days of receipt, the Contractor shall transmit to the Office of the County Administrator any notices or other communications the Contractor receives from the California Film Commission.
3. Within 60-days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall submit to the Office of the County Administrator, in paper and electronic form, the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, that the Contractor is required to develop, maintain and distribute under the terms of this agreement. These products will become property of the County, and must be submitted in an electronic format acceptable to the County for viewing, reproduction and posting to a County web site. As part of their submittal, the Contractor must identify all physical and electronic locations where these resources are available.
4. As needed, and at least once every 12 months and one (1) month prior to the expiration of the Agreement for the provision of Film Commissioner Services, the Contractor shall update the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, and transmit this information to the County as required in item 3 above.
5. Copies of all articles generated by the Contractor and published by local and/or national and/or international media will be transmitted to the Office of the County Administrator with the Contractor's next monthly invoice for services;
6. Make at least two (2) Verbal Reports a year, once in April and once in October, to the Board of Supervisors during the course of this contract. The Contractor is encouraged to make additional Verbal Reports to the Board of Supervisors as may be warranted based on filming activity in the County. The Contractor will be responsible for contacting the Assistant Board Clerk to make arrangements to be placed on the Board of Supervisors' agenda.
7. In addition to the two (2) Verbal Reports required in item 6 above, the Contractor shall prepare and present, in person, two (2) Written Reports a year to the Board of Supervisors. The Written Reports shall be submitted to the County Administrator, to be agendized for an upcoming Board of Supervisors' meeting, no later than June 1st and December 1st of each year during the term of the Agreement for the provision of Film Commissioner Services.

8. During the last year of the Agreement, a Final Written Report shall be prepared and submitted no later than November 1st in lieu of the December 1st deadline. At a minimum, the Written Reports must include:

- a. A summary of the Contractor's activities and accomplishments relative to carrying-out the duties and responsibilities of Inyo County Film Commissioner;
- b. A tally, by type of production (e.g., major motion picture, minor film, commercial, still photography or other categories deemed meaningful by the Film Commissioner) since execution of the Agreement or since submittal of the last Written Report of:
 - i. production requests received by the Contractor;
 - ii. production contacts initiated by the Contractor; and,
 - iii. (if applicable) County Film Permits prepared by the Contractor;
- c. Identification and itemization, by category, of all productions filmed in Inyo County since execution of the Agreement or since submittal of the last Written Report. For each production identified, the Contractor shall provide their best estimate as to:
 - i. The number of out-of-county personnel involved in the production;
 - ii. The number of hotel/motel room nights encumbered by the production, and the estimated value;
 - iii. The number of local residents directly employed by the production, and the estimated aggregate compensation of those employed; and,
 - iv. The number and types of local businesses providing goods or services to the production, and the estimated aggregate value of the goods or services;
- d. Discussion of specific marketing efforts including copies of tear sheets, copies of web-pages, identification of events attended, and, photos of any Contractor exhibits or displays at attended events;
- e. Copies of the current local crew list, current local production guide, and current local resources database, including photography of locations throughout all regions of the County; and,
- f. Copies of all Contractor-generated articles published since the last written report.

The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of these reporting requirements. Therefore, the parties agree that, in the event that Contractor fails to comply with these reporting requirements and associated deadlines, Contractor shall pay County, as liquidated damages, the amount of Contractor's monthly fee, as established in the Fee Schedule of the Agreement for the provision of Film Commissioner Services, for each failure to comply, which amount will be deducted from amounts due the Contractor.

Section IV. Additional Marketing Activities

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and/or international media, the Contractor may perform, and be compensated separately for, additional marketing activities identified in the Contractor's proposal and associated budget, and agreed to in the Fee Schedule included in the Agreement for the provision of Film Commissioner Services. Separately compensated marketing activities may include but are not limited to:

1. Develop and maintain an interactive Inyo County Film Commission web-site. In developing and maintaining any web-site, the Contractor must:
 - a. Register Inyo County as the owner of the domain name for the web site, and provide the County's Information Services Director with the information necessary to maintain the registration;
 - b. Develop the web site using software specified by the County's Information Services Director;
 - c. Host the web site on a server specified or approved by the County's Information Services Director and to which the County's Information Services staff has access; and,
 - d. Provide back-up electronic copies of all web site content to the Information Services Director. Electronic copies of all subsequent updates to the web site must be transmitted to the County's Information Services Director within 14-days of implementation.

Payment for website services performed by the Contractor is dependent on the Contractor's adherence to these requirements.

2. Attend appropriate industry events, and maintain a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show.

All resource materials and promotional materials developed in conjunction with this Scope of Work, including but not limited to the Inyo County Film Commission web-site, domain name, artwork and hand-outs distributed at industry events, local crew lists, local production guide, and local resources database (including photography of locations throughout all regions of the County), in written and electronic form, shall:

- A. Identify the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services, and provide the telephone number and e-mail address for the Office of the County Administrator for this purpose.
- B. Become the property of the County of Inyo.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND Chris Langley FOR THE PROVISION OF Film Commissioner SERVICES

TERM:

FROM: April 1, 2013

TO: December 31, 2014

SCHEDULE OF FEES:

Section I. General Duties & Responsibilities, Administrative Services, Reporting

In consideration for the services and work identified in Section I. General Duties & Responsibilities, Section II. Administrative Services, and Section III. Reporting of Attachment A: Scope of Work, the contractor shall be paid a flat fee of:

- \$2,575.00 per month for the period April 1, 2013, through June 30, 2014; and,
- \$2,775 per month for the period July 1, 2014 through the December 31, 2014.

Section II. Marketing Activities

For the specific marketing activities the Contractor is required to perform, and identified in Section IV. Marketing Activities of Attachment A: Scope of Work, the contractor shall be paid the actual cost of the specific activity, documented by paid receipts, in an amount not to exceed the amount identified below for each activity:

1. Enhance, and maintain an interactive Inyo County Film Commission web-site:
 - \$3,000.00 for the period July 1, 2013 through June 30, 2014.
2. Attend appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show:
 - \$1,000.00 for the period April 1, 2013 through June 30, 2013; and
 - \$3,000.00 for the period July 1, 2013 through June 30, 2014;
 - \$1,500.00 for the period July 1, 2014 through December 31, 2014.

Section III. Travel & Per Diem

The Contractor's travel and per diem expense shall be paid in accordance with Section 3. Paragraph B. of this Agreement. These costs include all mileage, lodging and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities requested by the County in this Agreement.

The Contractor's travel and per diem expense reimbursement shall not exceed:

- \$1,000.00 (\$333.33 per month) for the period April 1, 2013 through June 30, 2013; and
- \$4,800.00 (\$400.00 per month) for the period July 1, 2013 through June 30, 2014;
- \$2,400.00 (\$400.00 per month) for the period July 1, 2014 through December 31, 2014.

The provisions of Section 3. Paragraph B. of this Agreement notwithstanding, due to the often times spontaneous nature of the services and work being performed, the Contractor is pre-approved to incur travel and per diem expenses in an amount not to exceed:

- \$1,000.00 (\$333.33 per month) for the period April 1, 2013 through June 30, 2013; and
- \$4,800.00 (\$400.00 per month) for the period July 1, 2013 through June 30, 2014;
- \$2,400.00 (\$400.00 per month) for the period July 1, 2014 through December 31, 2014.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner SERVICES**

TERM:

FROM: April 1, 2013 **TO:** December 31, 2014

Form W-9

Request for Taxpayer
Identification Number and Certification
(See attached)

ATTACHMENT A

COUNTY OF INYO
REQUEST FOR PROPOSALS



For

Film Commissioner Services

Deadline for Submission: February 15, 2013

County of Inyo
Office of the County Administrator
P.O. Box N / 224 N. Edwards Street
Independence, California 93526

REQUEST FOR PROPOSALS

The County of Inyo, through the Office of the County Administrator, seeks to obtain the services of an individual, organization, or firm with demonstrated experience to effectively serve as the County's Film Commissioner.

I. PROJECT DESCRIPTION/BACKGROUND

Encompassing more than 10,000 square miles, Inyo County features an unparalleled variety of natural wonders and stunning vistas, recreational opportunities, cultural amenities, and rich native, pioneer, mining, water, and movie making histories.

Located less than three-hours from Los Angeles, Inyo County has provided the ideal locations for hundreds of motion pictures, television shows, commercials, and print advertisements, as well as countless amateur endeavors similar in nature. The County's rich film history is celebrated daily at the acclaimed Beverly and Jim Rogers Lone Pine Film History Museum, and annually during the Lone Pine Film Festival, entering its 24th year. Synonymous with the westerns, Inyo County has been the home away from home for some of the genre's biggest names, including Gene Autry, Hopalong Cassidy, John Ford, Budd Boetticher, Randolph Scott, Sam Peckinpah, and John Wayne. However, the county has also served as the setting for non-western blockbusters including Gunga Din, High Sierra, Tremors, Star Trek V and Star Trek Generations, Gladiator, Iron Man and, most recently, Django Unchained, as well as stars such as Brad Pitt, Kevin Bacon, Robert Downey Jr., and Russell Crowe . . . to name a few.

Since at least the 1990s, the County of Inyo has formally relied on individuals and organizations to promote the county as a location for commercial filming. Beginning in 2000, the Lone Pine Chamber of Commerce was designated as the County's Film Commission Liaison Office, and in 2002, the County began paying the Lone Pine Chamber of Commerce \$10,000 per year to perform this function. In 2007, the County rescinded its designation of the Lone Pine Chamber of Commerce as the Film Commission Liaison Office and began relying on an independent contractor to provide Film Commissioner services on behalf of the County. In 2011, the Board of Supervisors determined that these services should be procured through a formal solicitation of proposals instead of awarding a sole source contract.

As part of its annual budget process, and as its fiscal circumstances permit, the County endeavors to provide funding to market specific attributes of Inyo County and the County as a whole and, in doing so, supplement the on-going marketing activities of individual business enterprises, the chambers of commerce (working independently and in concert), other public agencies, non-profit organizations, and regional collaborations. **In recent County Budgets, including the Fiscal Year 2012-2013 County Budget, the Board of Supervisors has appropriated up to \$40,000 per year for film commissioner services.**

In soliciting proposals for the provision of Film Commissioner services, the County seeks to get the highest level of professional service possible for the lowest possible cost. The County recognizes that the amount of funding it has available for the project may govern the scope and nature of the Film Commissioner services and additional marketing activities that are proposed. However, while the Minimum Scope of Work required by this RFP is significant, prospective respondents are informed that the Minimum Scope of Work identified below is representative of the Scope of Work for which the County has successfully entered into professional services contracts during the past four (4) years.

It is the intent of the County to evaluate all proposals received in response to this RFP from responsible applicants. To be considered, one (1) Printed Original and three (3) Printed Copies of the Proposal must be received prior to the close of business on February 15, 2013, at the

County of Inyo
Office of the County Administrator – Film Commissioner RFP
P.O. Drawer N / 224 N. Edwards Street
Independence, CA 93526

Note: The U.S. Post Office will only deliver mail addressed to the P.O. Drawer, not the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

All proposals received by the submittal deadline will be reviewed by a committee of County staff to evaluate each respondent's proposal relative to completeness, experience, scope of work, budget, value, and ability to contract.

Inyo County reserves the right to reject all proposals received in response to this RFP. The County is also reserving the right to negotiate with multiple respondents and, possibly, recommend the Board of Supervisors award multiple contracts for Film Commissioner services. All contracts over \$10,000 are subject to approval by the Inyo County Board of Supervisors.

The term of the contract will be for a minimum of 22-months (March 1, 2013 through December 31, 2014), contingent on the approval of future County Budgets. The term may, subsequently, be extended in two-year increments, at the sole discretion of the Board of Supervisors.

II. MINIMUM SCOPE OF WORK

In requesting and evaluating proposals for Film Commissioner services, the County of Inyo intends to rely on the expertise of the respondents, as experienced professionals, to recommend and demonstrate the most advantageous and cost-effective means of attracting and supporting commercial filming in the county, including all of its many sub-regions. In preparing their proposals, respondents are encouraged to recognize the financial resources the County has

appropriated for the project, and demonstrate how these resources will be leveraged for maximum results.

At a minimum, the Contractor selected to provide Film Commissioner services will be expected to agree to, and successfully implement the following Scope of Work. In preparing proposals, respondents are encouraged to identify efforts and activities they will agree to undertake in addition to this minimum Scope of Work:

General Duties & Responsibilities

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for County to maintain a formal relationship with the California Film Commission, and ensure the County's continued participation in the California Film Commission's *Film Liaisons In California, Statewide* (FLICS) Program. These duties include, but are not limited to:

- A. Actively working to attract film production into all areas of the County;
- B. Responding to production requests in a timely manner, not to exceed one week from the date of initial inquiry; and,
- C. Serving as a liaison between the film industry and the County and the community, including public and private landowners and other public agencies in the region.

In carrying out these duties, the Contractor shall regularly and routinely publicize contact information for the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services. At a minimum, this information shall be included in the local crew lists, production guide, and resources database that the Contractor is required to develop, maintain, and distribute (in paper and electronic form acceptable to the County), and on any web site the Contractor develops, maintains, or operates in conjunction.

In performance of these duties, the Contractor shall:

- Maintain a working knowledge of the County and local business and government practices;
- Stay informed on production issues in Inyo County communities and convey this information to producers;
- Serve as an experienced trouble shooter for producers and the communities in which they work;
- Know how to secure permission to film on a variety of properties within the County;
- Be familiar with potential filming locations within the County;
- Remain sensitive to the needs of the communities within the County;

- Never solicit or accept fees, payments, donations, or other contributions for the provision of Film Commissioner services or on behalf of any entity or organization unless so authorized pursuant to and in conjunction with the County's film permit requirements;
- Adhere to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests, as well as the provision of:
 - ✓ location scouting assistance;
 - ✓ referral and liaison services with industry facilities and services;
 - ✓ liaison services to and among communities, production companies, and government agencies;
 - ✓ augmented outreach; and,
 - ✓ timely and accurate information to production companies, the local community, governmental entities, and the California Film Commission;
- Provide film liaison and location services, including photography of locations;
- Provide service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters;
- Act as a liaison between production companies and all levels of government, including the facilitation of permitting;
- Network with regional and state organizations related to filming;
- Only use the title of Inyo County Film Commissioner when acting in an official capacity pursuant to this agreement, and never for personal gain; and,
- Refrain from taking positions or engaging in activities, in an official capacity, contrary to the established policies of the County of Inyo or which might otherwise bring discredit to the County.

In addition, the Contractor shall:

1. Develop, maintain, and distribute local available crew lists in written and electronic form;
2. Develop, maintain, and distribute a local resources database, including photography of locations throughout all regions of the County, in written and electronic form;
3. Develop, maintain and distribute a current local production guide in written and electronic form; and,
4. Create and have published at least four (4) articles for the local and/or national and/or international media.

With regard to the crew lists, resources database, and production guide noted above, the Contractor will be required to provide it in an electronic format acceptable to the County. In addition, if the material is to be hosted on a web site, the web site must be developed using software approved by the Inyo County Information Services Director.

Administrative Services

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and answering machine or service, and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing:
 - a. a physical mailing address or Post Office Box;
 - b. a cellular telephone;
 - c. an e-mail account; and,
 - d. an internet-based photo hosting service
3. Arranging for clerical support, and any other personal contract services that may be necessary to support the duties and responsibilities of the Film Commissioner
4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, as directed during the course of this contract, the Contractor may be required to research and work with County staff to evaluate and make a recommendation to the Inyo County Board of Supervisors regarding the feasibility of modifying the County's film permit requirements, including the levying of fees to support the Inyo County Film Commission.

If the County's film permit requirements are modified, the Contractor will be expected to implement and administer the County film permit process for non-County facilities and properties, as directed. If adopted, implementation and administration of the modified film permit may include but not be limited to:

- Publicizing the need for a County film permit;
- Determining the applicability of the County film permit requirements and associated fee schedule to specific filming activities;
- Ensuring all filming activities subject to the film permit requirements apply for a County film permit;

- Working with film permit applicants to ascertain the information necessary for the Film Commissioner to prepare a film permit, including the appropriate(s) fee for the filming activity in question, for submission to the County;
- Promptly notifying the County office responsible for finalizing film permits when a film permit has been prepared for submission; and,
- Preparing a monthly compilation of all film permits prepared by the Film Commissioner, to be submitted to the County with the Contractor's monthly invoice for payment of services.

Reporting

The Contractor shall keep the County Administrator or his designee, and the Inyo County Board of Supervisors apprised of its activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Within 30-days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall prepare all notifications and paperwork required by the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner. These documents shall be transmitted to the Office of the County Administrator for review and approval in advance of their submittal to the California Film Commission and, if necessary, for submittal to the California Film Commission by the County. Any subsequent modifications that may be required to this documentation will be processed in the same manner.
2. As soon as practicable, but no later than seven (7) days of receipt, the Contractor shall transmit to the Office of the County Administrator any notices or other communications the Contractor receives from the California Film Commission.
3. Within 60-days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall submit to the Office of the County Administrator, in paper and electronic form, the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, that the Contractor is required to develop, maintain and distribute under the terms of this agreement. These products will become property of the County, and must be submitted in an electronic format acceptable to the County for viewing, reproduction and posting to a County web site. As part of their submittal, the Contractor must identify all physical and electronic locations where these resources are available.
4. As needed, and at least once every 12 months and one (1) month prior to the expiration of the Agreement for the provision of Film Commissioner Services, the Contractor shall update the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, and transmit this information to the County as required in item 3 above.

5. Copies of all articles generated by the Contractor and published by local and/or national and/or international media will be transmitted to the Office of the County Administrator with the Contractor's next monthly invoice for services;
6. Make at least two (2) Verbal Reports a year, once in April and once in October, to the Board of Supervisors during the course of this contract. The Contractor is encouraged to make additional Verbal Reports to the Board of Supervisors as may be warranted based on filming activity in the County. The Contractor will be responsible for contacting the Assistant Board Clerk to make arrangements to be placed on the Board of Supervisors' agenda.
7. In addition to the two (2) Verbal Reports required in item 5 above, the Contractor shall prepare and present, in person, two (2) Written Reports a year to the Board of Supervisors. The Written Reports shall be submitted to the County Administrator, to be agendaized for an upcoming Board of Supervisors' meeting, no later than June 1st and December 1st of each year during the term of the Agreement for the provision of Film Commissioner Services. During the last year of the Agreement, a Final Written Report shall be prepared and submitted no later than November 1st in lieu of the December 1st deadline. At a minimum, the Written Reports must include:
 - a. A summary of the Contractor's activities and accomplishments relative to carrying-out the duties and responsibilities of Inyo County Film Commissioner;
 - b. A tally, by type of production (e.g., major motion picture, minor film, commercial, still photography or other categories deemed meaningful by the Film Commissioner) since execution of the Agreement or since submittal of the last Written Report of:
 - i. production requests received by the Contractor;
 - ii. production contacts initiated by the Contractor; and,
 - iii. (if applicable) County Film Permits prepared by the Contractor;
 - c. Identification and itemization, by category, of all productions filmed in Inyo County since execution of the Agreement or since submittal of the last Written Report. For each production identified, the Contractor shall provide their best estimate as to:
 - i. The number of out-of-county personnel involved in the production;
 - ii. The number of hotel/motel room nights encumbered by the production, and the estimated value;
 - iii. The number of local residents directly employed by the production, and the estimated aggregate compensation of those employed; and,
 - iv. The number and types of local businesses providing goods or services to the production, and the estimated aggregate value of the goods or services;

- d. Discussion of specific marketing efforts including copies of tear sheets, copies of web-pages, identification of events attended, and, photos of any Contractor exhibits or displays at attended events;
- e. Copies of the current local crew list, current local production guide, and current local resources database, including photography of locations throughout all regions of the County; and,
- f. Copies of all Contractor-generated articles published since the last written report.

The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of these reporting requirements. Therefore, the parties agree that, in the event that Contractor fails to comply with these reporting requirements and associated deadlines, Contractor shall pay County, as liquidated damages, the amount of Contractor's monthly fee, as established in the Fee Schedule of the Agreement for the provision of Film Commissioner Services, for each failure to comply, which amount will be deducted from amounts due the Contractor.

Additional Marketing Activities

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and/or international media, the Contractor may perform, and be compensated separately for, additional marketing activities. Any specific, supplemental marketing activities, must be identified in the Contractor's proposal and associated budget, and agreed to in the Fee Schedule included in the Agreement for the provision of Film Commissioner Services. Separately compensated marketing activities may include but are not limited to:

1. Develop and maintain an interactive Inyo County Film Commission web-site. In developing and maintaining any web-site, the Contractor must:
 - a. Register Inyo County as the owner of the domain name for the web site, and provide the County's Information Services Director with the information necessary to maintain the registration;
 - b. Develop the web site using software specified by the County's Information Services Director;
 - c. Host the web site on a server to specified or approved by the County's Information Services Director and to which the County's Information Services staff has access; and,
 - d. Provide back-up electronic copies of all web site content to the Information Services Director. Electronic copies of all subsequent updates to the web site must be transmitted to the County's Information Services Director within 14-days of implementation.

Payment for website services performed by the Contractor is dependent on the Contractor's adherence to these requirements.

2. Attend appropriate industry events, and maintain a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show.

All resource materials and promotional materials developed in conjunction with this Scope of Work, including but not limited to the Inyo County Film Commission web-site, domain name, artwork and hand-outs distributed at industry events, local crew lists, local production guide, and local resources database (including photography of locations throughout all regions of the County), in written and electronic form, shall:

- A. Identify the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services, and provide the telephone number and e-mail address for the Office of the County Administrator for this purpose.
- B. Become the property of the County of Inyo.

III. PROPOSAL REQUIREMENTS

The response to this RFP must contain the following sections:

- I. **Introduction.** The Introduction should be a description, not to exceed three (3) single-sided pages that introduces the respondent and:
 - i. Demonstrates the respondent's overall experience providing Film Commissioner-related, or film liaison-related services to the commercial filming industry; and
 - ii. Indicates the respondent's likely ability to successfully perform the Scope of Work described in Section II of this RFP.
- II. **Respondent's Scope of Work.** The Scope of Work section of the proposal should describe the specific approaches and mechanics of how the respondent intends to fulfill the Scope of Work described in Section II of this RFP. The Scope of Work is not to exceed seven (7) pages and, at a minimum, the respondent's Scope of Work should be organized to address each of the sub-sections identified in the Scope of Work (Section II) described below: General Duties & Responsibilities; Administrative Services; Reporting; and, Additional Marketing Activities (if any).
 - i. *General Duties & Responsibilities.* Describe how the respondent will provide the General Duties & Responsibilities described in the Scope of Work (Section II). Note any exceptions to the General Duties & Responsibilities described in the Scope of Work (Section II). Additionally, note any additional services the respondent proposes to perform as General Duties & Responsibilities.
 - ii. *Administrative Services.* Acknowledge and describe, generally, how the respondent intends to provide the Administrative Services (office space, clerical support, etc.) described in the Scope of Work (Section II).

- iii. *Reporting.* Acknowledge the Reporting requirements in the Scope of Work (Section II) and note any exceptions.
- iv. *Additional Marketing Activities.* Describe any additional marketing activities the respondent proposes to provide besides, or in addition to those services already identified and required in the General Duties & Responsibilities, Administrative Services, and Reporting sections of the Scope of Work (Section II). Additional marketing activities may include, but are not limited to the development and maintenance of a Film Commission web-site and/or participation in industry trade shows described in the Additional Marketing Activities section of the Scope of Work (Section II).

III. **Budget.** The Budget section of the proposal, not to exceed one (1) page, should clearly and simply identify how much the respondent proposes to charge the County for performing the Scope of Work. The Budget section of the proposal should identify:

- i. *Monthly Fee.* The flat monthly fee the respondent expects to be compensated for providing and performing the General Duties & Responsibilities, Administrative Services, and Reporting requirements specified in the Scope of Work (Section II).
- ii. *Travel Expense.* The annual, not-to-exceed amount the respondent expects to be compensated for routine travel associated with the performing the Scope of Work (Section II), including specific travel costs incurred in association with Additional Marketing Activities described in the respondent's Scope of Work.

Note: The Contractor's travel and per diem expense will be paid in accordance with Section 3. Paragraph B. of the Agreement for the provision of Film Commissioner Services (sample attached). These costs include all mileage, lodging and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities that may be undertaken by this agreement. The Contractor's travel and per diem expense reimbursement for performing the agreed upon Scope of Work shall not exceed the amount proposed here by the respondent if agreed to by the County. The provisions of Section 3. Paragraph B. of the Agreement for the provision of Film Commissioner Services notwithstanding, due to the often times spontaneous nature of the services and work being performed, the Contractor is pre-approved to incur travel and per diem expenses in an amount not to exceed the agreed upon amount during the term of this contract.

- iii. *Additional Marketing Activities.* The amount, if any, the respondent expects to be compensated for the provision of any Additional Marketing Services identified in the respondent's Scope of Work. As applicable, each additional marketing activity should be assigned a flat cost.

IV. **Production Experience.** The respondent must identify at least three (3) major motion pictures for which the respondent has performed a role or roles similar to those services

being requested through this RFP during the past 10-years. For each of the three (3) motion pictures, provide a description not to exceed one page per movie, identifying the film; the person or persons (including title and current contact information) with whom the respondent worked most closely; and a description of the services provided by the respondent.

In addition, respondents are encouraged to provide a list, not to exceed two (2) pages identifying the film-related projects in which they've been involved. For each project: identify the project, the year, the location, and a primary contact person.

- V. **Personnel & Volunteers.** If the respondent is an entity or organization, it must identify, by name, the individual who is proposed to serve as Film Commissioner. All respondents, including individuals, must identify all subordinate employees or sub-contractors, if any, and their specific roles in supporting the Film Commissioner in carrying out the respondent's Scope of Work. Resumes for each identified individual may be submitted but are not required.

Similarly, if the respondent intends to utilize volunteers in carrying-out any portion of the respondents proposed Scope of Work, the specific services and activities relying on volunteer services should be identified.

- VI. **Ability to Contract & Exceptions.** The respondent must provide a statement as to the respondent's ability to enter into County of Inyo Standard Contract #117, and note any exceptions. A sample of Standard Contract #117 is attached, which may be modified to incorporate provisions described in this RFP or the resulting negotiation of proposals. This section should also be used for the respondent to summarize any exception to the Scope of Work (Section II).

Note: Proposals will not be returned to the respondents, and any information a respondent desires to be kept confidential should be excluded from any proposal.

IV. EVALUATION CRITERIA/SELECTION PROCESS

A review committee comprised of County staff will evaluate all submitted proposals. The evaluation will be based solely on the information conveyed in the proposal and the County's previous experience, if any, in working with the respondent under contract.

In evaluating each proposal, each member of the review committee will assign a score of 1 to 25 points (with 25 points being the highest score possible) for each of the following criteria. Each criteria will be weighted as indicated:

1. **Completeness of Proposal.** Does the proposal clearly and completely include the components and provide all of the information requested in Section III Proposal Requirements?

Weighted 10%.

2. **Experience.** Does the respondent demonstrate the experience necessary to successfully implement the scope of work?

Weighted 20%.

3. **Respondent's Scope of Work.** Does the respondent's proposal demonstrate a reasonable approach and willingness to implement the Minimum Scope of Work (Section II)? Does the respondent's proposal include the provision of services – excluding additional marketing services for which the respondent seeks additional compensation – in addition to those required by the Minimum Scope of Work? Does the respondent identify exceptions to the Minimum Scope of Work?

Weighted 20%.

4. **Budget.** The respondent's proposed budget will be compared to other proposals in terms of the absolute total *Monthly Fee* and total annual not-to-exceed *Travel Expense*. Proposed budgets for *Additional Marketing Activities* will only be included in this evaluation if an additional marketing activity is common to all proposals.

Weighted 25%.

5. **Value.** What is the perceived value of the proposal when the respondent's experience and proposed scope of work is considered relative to the proposed budget?

Weighted 20%.

6. **Ability to enter into and adhere to Standard Contract No. 117.** Has the respondent clearly indicated their ability and willingness to enter into Standard contract No. 117 without deviation? What is the significance of the exceptions, if any, the respondent requests to Standard Contract No. 117? If a respondent has previously worked for the County under contract, how well has the contractor complied with contract provisions.

Weighted 5%.

For each proposal, the individual scores that each member of the review committee assigns to each evaluation criteria will be weighted and totaled. In this manner, the highest possible score any proposal can receive from any member of the review committee is 25 points. For purposes of ranking proposals, the total score that each proposal receives from each member of the review committee will be totaled to arrive at an aggregate score for each proposal. If the review committee is comprised of five (5) or more reviewers, the highest and lowest score assigned to each proposal will be excluded from the aggregate score.

Following the review and ranking of proposals, Inyo County may invite, at its discretion, up to five (5) respondents submitting the highest ranked proposals to in-person interviews to clarify aspects of their proposals. The interview process may result in additional rankings being developed.

Inyo County reserves the right to reject all proposals received in response to this RFP. The County is also reserving the right to negotiate with multiple respondents and, possibly, award multiple contracts for Film Commissioner services.

Once proposals are ranked, the County's past experience in contracting with respondents considered, and the results of interviews (if any) considered, Inyo County will commence contract negotiations, including finalizing the Scope of Work and associated Fee Schedule, with the respondent(s) receiving the highest total ranking(s). If the County and a respondent are unable to consummate an agreement, the County may reject that respondent, and begin negotiations with the respondent receiving the next highest ranking. This process may continue until the County reaches an agreement with a contractor or contractors. Once an agreement is reached, the successful contractor shall execute County of Inyo Standard Contract No. 117, which will then be forwarded to the Board of Supervisors for approval. The execution of the contract by the authorized representative of the County of Inyo will constitute notice to the contractor to proceed with the work.

The term of the contract will be for a minimum of 22-months (March 1, 2013 through December 31, 2014), contingent on the approval of future County Budgets. The term may, subsequently, be extended in two-year increments, at the sole discretion of the Board of Supervisors.

V. INQUIRIES

Any inquiries regarding this solicitation, must be made in writing in the form of an e-mail, addressed to Kelley Williams, Assistant to the County Administrator, at kwilliams@inyocounty.us. At its sole discretion, the County will respond to inquiries made in this manner and received no later than 5 p.m. on February 8, 2013, via e-mail.

Any County responses to inquiries regarding this RFP will be simultaneously emailed to all potential respondents who, as of the time of the County's specific response, have been included on a Notification List. To be placed on the Notification List and receive responses to inquiries the County may issue, or be notified of changes to this RFP, interested parties must notify Ms. Williams, via email, no later than 5 p.m. on Friday, February 1, 2013. Receipt of the request will be confirmed via e-mail as soon as possible. Interested parties not receiving e-mail confirmation of their request to be placed on the Notification List should contact Ms. Williams at (760) 878-0292 to ensure their request has been received.

VI. SUBMITTAL INFORMATION

Those parties wishing to submit proposals should send them to:

County of Inyo
Office of the County Administrator – Film Commissioner RFP
P.O. Drawer N / 224 N. Edwards Street
Independence, CA 93526

Note: The U.S. Post Office will only deliver mail addressed to the P.O. Drawer, not the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

DEADLINE: To be considered, one (1) Printed Original and three (3) Printed Copies of the Proposal must be received at the above address prior to the close of business on Friday, February 15, 2013. Postmarks are not acceptable.

VII. CONFIDENTIAL AND PROPRIETARY INFORMATION

Inyo County recommends applicants not submit materials it considers to be confidential or proprietary. Inyo County follows the intent of the California Public Records Act (PRA). If a respondent's Proposal contains material noted or marked as confidential and/or proprietary that, in Inyo County's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If Inyo County does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a respondent is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

VIII. EXECUTION OF COUNTY CONTRACT

The selected contractor will be required to enter into County of Inyo Standard Contract No. 117, a draft copy of which is attached as Exhibit A. The contract may be modified to reflect specific conditions of this RFP or in response to proposals received. Please note the requirements in the Contract for worker's compensation, general liability, and vehicle liability insurance.

Kevin D. Carunchio
County Administrative Officer

Date: January 15, 2013

ATTACHMENT B

RFP; THE INYO COUNTY FILM COMMISSION

Christopher Langley
Drawer 99
141 S Lakeview Street
Lone Pine, California 93545

4. INTRODUCTION

OVERALL EXPERIENCE

LIKELY ABILITY TO SUCCESSFULLY PERFORM SCOPE OF WORK

Being the Film Commissioner of any county in California requires flexibility, creativity and experience. As the Film Commissioner in Ridgecrest with many years experience mentored me when I began the work: "You know it isn't rocket science."

It does, however, require several skills and a certain patient temperament, when working with the creative people of the film community. They are known for changing their minds, constantly, and expecting instant answers. They live by at least two dictums: "I needed it yesterday," and "Time is money; money is time." Although people see the industry as big money spread around, in fact, the bottom line always matters. It is the movie *business* not movie *philanthropy*. Occasionally, they may throw money at a problem, but it is only because to not solve the problem will be more costly. Thus they hire a helicopter to fly the work permits to Los Angeles, because then the tutor will allow the kids to be in the scenes scheduled for the next day. Otherwise the scene won't happen and it will have to be rescheduled and 200 people will be waiting around with nothing to do accept being paid for idle time. (*The Lone Ranger 2012*)

You don't go to school to become a film commissioner (FC). I have worked for more than six years, first learning the job and then practicing it and constantly learning new skills and better yet, new easy solutions to seemingly difficult challenges. Typically, the scout, location manager or producer arrive with a certain set of images of what they are looking to find and use. The FC must try to get inside their brains because you always begin with exactly what they are looking to find. Sometimes they bring storyboards, sometimes they have a synopsis, sometimes they merely have a concept. Each starting place is different and how you begin the scouting process is different.

It's not uncommon for the client to have looked at pictures on a website, or even Google Earth and be coming to look for that thing. *Iron Man* arrived with the idea of using the steep short hill on Movie Road to stage the convoy attack. I don't believe they had a script, or at least one that had been locked down. They were also looking for an oil refinery site in the steppes of Russia. That never appeared in the final film so I have to assume it was a concept that was rejected along the process of pre-production development. When I realized they needed to stage an attack with Humvees, terrorists and simulated bombs, I knew they couldn't permit that area

because that location on Movie Road had no banks, disturbed areas or staging areas a long the road at that point.

I led them to "Mother Hill" which was beyond this area. It had disturbed areas, staging areas perfect for this action. We were months from filming and I had the time to work with the scout who would actually be assistant location manager of this very large shoot. She returned with several new needs, and we began to firm up some ideas. For the cave sequence in Afghanistan I first suggested the Reward Mine, but the road there was problematic and the director Jon Favreau vetoed it. He had the money to actually build the cave from scratch. When the scouts car was giving her trouble, she returned to Los Angeles but asked if I could photograph the areas I had in mind. I did so and that was where they placed the cave. It took several weeks to construct the set and they used local workers as well as craftsmen from the studio.

It is not unusual to do several visits particularly with a large feature film. Each time the concepts and visual needs become more established. With *Iron Man* we did four, and the final tech scout did not involve me because there were already 40 people on it. I was on stand by to answer questions. With *Django Unchained*, I did seven scouts total, a record for me, three with the Director Quentin Tarantino. One was on Sunday morning at 8 although luckily the director was hungry and we got to have breakfast together before we set out. There were two SUVs and at least 12 people: director, producers, art director, and project designer on it. It was great because when we were in Lone Ranger Canyon, I was able to share with Quentin some of the film history of the exact area. He enjoyed that very much because he calls himself a film history "geek." I think that guaranteed our success with this project. Michael Riva, a famous designer, was on several scouts. I knew him from *Iron Man* and I liked and respected him a lot. He was a brilliant craftsman and shared some memories. Tragically he died on the set of that film in Louisiana. He left a wife and four kids. It was a great loss for Hollywood.

I am lucky as I know the film history of Inyo County, having written about my research prolifically. Several books are forthcoming based on my columns in *The Inyo Register*. I have written more than 250. My experience with movies, my work with the Lone Pine Film Festival, the Southern Inyo Community Theater for 12 years and my experiences as a middle school teacher have taught (yes taught) me aspects of being creative. I have learned how to allow, nurture and support creativity in others through these experiences.

I find when many locals get frustrated by the seemingly constantly changing ideas, needs and locations of film projects, I simply pick up and move on. Middle school adolescents were a great training experience for me. In some ways creative filmmakers are just like adolescents, and I mean that as a complement. Most of the creative film people I have worked with and observed (Mel Gibson, Kevin Bacon, Robert Downey Jr. , Michael Bay, Quentin Tarantino, Jamie Foxx, to name drop a few) have been kind, hardworking, and fully professional. That does not mean they don't suffer from time to time from emotional frustrations encountered in their daily work. They set a high standard of professionalism, that I have always strove to match in my work with them.

Actively listening is one of the first priorities. You must listen to their descriptions of what they are looking for, what elements *cannot* be missing, but what details can be compromised. Because filmmaking is a process from start to the finished product, things change. Occasionally the FC can offer suggestions of other possibilities. You must know who you are speaking with, sense their temperaments and openness to others' ideas. The best thing is to allow them to think they suggested the idea, recognized the location and devised the strategy of working on the location in a certain. You can often predict what questions they will have, what services they would like to find locally and what problems will crop up. It is a business so the bottom line is always important whether it is low budget or a major feature. I have worked on all variety of projects. Although there are similarities between productions of a certain size of filming on location, each production must be treated as a unique one of kind. That is because it is. Each company's organization is both collaborative and dictatorial top down. Even when a location is used again and again, there will be a new perspective, attitude use of light and other variables that make the filming event unique.

I have probably worked on more than 400 projects and with several thousand filmmaking professionals, famous and just beginning. I know how to make them successful and at the same time protect our filming locations for future visitors.

2. RESPONDENT'S SCOPE OF WORK

SPECIFIC APPROACHES AND MECHANICS

a. General Duties and Responsibilities

The Film Commission and the FC must work constantly to attract film production to all areas of the county. The number one best way is to always be available and flexible. The job is a 24/7 responsibility and always be available. Occasionally, even when on vacation, or absent from the county for other business, the job can be completed. Compared to funding for other county film commissioners, the limited financial resources of Inyo County often require creativity to maximize the effects of the resources. Being able to respond the phone, text and email inquiries with knowledgeable answers immediately is most important.

Film companies almost always operate on the edge of crisis. Usually their inquiries have the quality of needing the answer "yesterday." Commercials particularly have a fast turn around, usually in period less than the minimum time required by various agencies to turn a permit. The least is ten days at this time, and often more depending on the complexity of the request or uniqueness of the area requested. All the federal, state and local agencies are faced with reduced man-power which requires them to do more with less. Below I suggest some possible avenues of exploration that will require more administrative infrastructure on the

part of the Film Commission, but make for a more satisfactory working environment in the processes of permits, at least involving some of the federal agencies.

I have found simply making the primary phone number for the Commission a cell phone number the best way to spread the dollars. I have purchased an iPhone 5, with my own money which has allowed me to be moving about the county, working with one company on the ground while helping serve as a liaison for a prospective project in the future. This in effect makes the Film Commission Office distributed across the county. That also allows me to address emails immediately, texts, and take location pictures that actually match the inquiry and send them in a matter of moments.

Most film projects involve the County in one way or another. Frequently a County road is involved and Paul Hancock or Paul Valdon are involved in determining the availability of the road, the feasibility and safety measures needed to make the shoot successful for all concerned while minimizing inconveniency local citizens, businesses and the day-to-day activities that go on in the County. Should a County road need to be closed to accommodate a project, the procedure is in place but extra time must be allowed for it to appear before the Board of Supervisors (BOD).

Because of my long history (40 years) of working in various capacities with all areas of the County, I both know whom to call, or whom to ask about whom I should call for an answer. I recently learned how widespread and significant is the support for my work in filming and for the many benefits of filming in our county. Having contacts, informants and a good relationship with many people, when difficulties, inconveniences or frustration surface involving film companies and local individual and agencies, develop, I have many resources. I have long-standing respect and trust with the communities that allow me to solve problems at a low level of authority. Having taught Middle school for most of my thirty years in education, I have a toolkit for dealing with movie personnel and local citizens that is effective.

I personally know Donna McMullen, Dion Perkins and Becca Brook from BLM, Rosalie Herrera from USFS, Robin Moxley and Don McGhie from LADWP, and the ever changing rangers from the NPS (Lauren Newman at this time.) Personal relationships make our county run. Or not. The various chambers, civic organizations and retired BLM employees are always available to assist me in making sure I know every possibility for each location request.

Having worked with several hundred varied projects, I know which solutions-to-challenges work and which do not. However, it is never a sure thing and again those words flexibility and creativity come into play in every situation. I now have personal relationships with many location scouts including the very finest professionals and my nature and temperament works well with these individuals. I in a few cases I have become good friends with these film people. I have worked with producers and directors including Quentin Tarantino, Michael Bay, Jon Favreau, Ron Underwood and even observed closely the working strategies of people before I was formally appointed commissioner including Mel Gibson and Richard Donner.

One challenge is determining who owns private land in the County. The Recorder's Office and local realtors are very helpful in this regard. I have a good

friend in the Coldwell Banker Office in Bishop as well as realtors in other areas. Occasionally contacting the owner can be challenging to accomplish in a timely manner. When I am talking to Chantal in Paris or working with a producer in South Korea through location manager Norm Diaz, days disappear in the process. But we get the job done as international film companies are a very important component of our revenue stream generated by filming. My two years living in the Middle East in the Peace Corps and traveling in many areas of this world have allowed me to speak with authority to directors like Jessie Dylan about the appropriateness of these settings here that stand-in. I have often pointed out, "We are no longer the Old West, but the new Afghanistan."

I bought a digital high-end camera that allows me to always be taking pictures of location across the County, maintaining an extensive archive. I have found however that although these photographs may attract a location scout, they are never quite the view they are looking for. I believe this is more than simple job security. I frequently go out with scouts as they work, always benefitting from their expertise. Frequently they generously share their photographs with me as they trust me. I keep these to use for reference, but I do not feel comfortable putting them on the website. Should I be appointed FC, I would like to address the ICFC website. I think the structure and organization is fine, but several new and upgraded websites like the Virginia Film Office point the way to improvements. It is time for me to take new photos and think analytically about what to show on the website that will bring inquiries.

I am familiar with the FLICS Code of Responsibilities and I believe I adhere to them rigorously in my work I am friends with many of the California county film commissioners who are very generous with their ideas and pointers to allow me to constantly become a better FC. They provide a great sounding board for questions about practices and experiences as we are all on an email loop. At the same time, FLICS meetings almost always have an in-service component that are very helpful keeping up with recent challenges (like the solar projects impact on view scape, new laws and liabilities that develop, and new formats as well.)

If appointed, it is time to upgrade my catering, crew lists and identify new services that have become available. This is obviously an on-going process. The Filming in Inyo County Film Guide that I wrote with the help of a USFS grant in 2004 is still very useful and the Film Commission still has many copies available. They are stored at the Lone Pine Chamber. It is through these varied lists that the address for the County Administrators Office is made available for compliments, and, god forbid!, complaints. By the way, the present website is located at locations.org but I will meet with the County IT person to evaluate the best way to go forward.

I have initiated and been active as president of the Alabama Hills Stewardship group to work to keep this filming economic engine in its semi-primitive state. The AHSG is now a non-profit 501 c3 allowing it to pursue a National Scenic Designation, which will guarantee full legal access for filming to this area. Working with the BLM so closely for six years has made my working relationship with them a very positive one. When they do not have personnel to monitor thus interfering with the permitting process we have discussed training local volunteers to facilitate the monitoring of the project. However, I would not be a monitor as I see

a specific conflict of interest. By the way, the AHSG has one both a national Conservation Cooperation Award from the Department of the Interior and a 2020 Vision award from the Sierra Nevada Business Council for its work.

As a writer I have written 250 *Inyo Film Journal* columns for the Inyo Register over the years. About a third of these have recounted my experiences as FC and I believe foster a view that Inyo County is film friendly with a long history of filming projects having successfully been completed. I have published two Arcadia books that have film chapters, and written several articles for various publications entitled *Lone Pine in the Movies*. I am probably the most accomplished film commissioner and historian in the California concerning film services over the years. I can and will provide all these materials and lists of crew, etc. to the County in acceptable digital form if I am appointed for a new term.

b. Administrative Services

The RFP has several components listed under Administrative Services. Already established and published is the cell phone number as the best way to contact the Film Commission. It works best the filmmakers and for me and I will continue this. The same goes for an email contact. I maintain two offices, one at the Museum, and one at the Chamber in Lone Pine. I take all my meetings at the Museum or meet the professional where they wish to meet: motel, restaurant; out on location. Flexibility.

Clerical support is another question. If the County finally approves a general film permit ordinance (which I am fully in support of after four years) that is implemented, clerical support will be necessary. The County Administrator and I have had a discussion about this and he has suggested his office might be of service here. I have always been concerned about enforcement because not every project comes through the FC now, but that can be addressed. The new position requires significantly more "reporting" (see below) and this could also necessitate clerical help. The County appears to be satisfied it is worth the extra expense.

I have spoken with both Bernadette Lovato of the BLM, and Margaret Woods of the USFS and it appears they both would be interested in the ICFC being more actively involved in the issuance of their film permits. I know the BLM Office in Ridgecrest has a very successful MOU with the Ridgecrest Film Commission and that certainly would provide a model. Doug Lueck, the FC there, is a friend and is willing to help advise me in the process should the County decided to proceed. I am excited to help address the manpower shortage in these agencies. The challenge slows down the turn around and the actual feasibility of film permitting in our area.

Having a County Ordinance will make data collection much easier for the commission. I have written a draft ordinance but it was simply based on the structure of successful ordinances in other areas, and does not in anyway suggest I know how to write a legal document.

The FLICS organization has become stronger and more effective and if the County feels it would be good and is willing to afford the extra expense I will gladly attend these meetings. They are now also running them as conference calls and when not attending in person, I will "attend" on the call. Attending the AFCI Locations Show is fun but has grown in expense. Last year I attended as part of the

FLICS representatives team, and I found it interesting. I got to talk to lots of people and got to know the FCs from other counties pretty well. Instead of a fee of several thousand dollars, it cost the ICFC only \$400 plus room and mileage etc. I have never been able to trace a direct connection between the show attendance and a specific film project working in Inyo County, but I certainly am glad to attend. The COLA event (California On Location Awards) is a similar professional opportunity, which I could attend. I am now the official Film Commissioner for Inyo County and know the director and staff of the California Film Commission personally (Amy Lemisch and Lisa Mosher, among others). Continuing in this role would not require any action should I be appointed.

c. Reporting

The Inyo County RFP has instituted several reporting strategies. I always enjoy reporting my activities as Film Commissioner and look forward to the additional reporting required as the County indicates it would love hearing in more detail about the commission's work. I review these procedures:

- If appointed, my designation as Film Commissioner will simply continue. I will reassure them after all the confusion of the last year that I am continuing in that role. They were never notified of any other situation.
- I will transmit to Office of County Administrator any communications from the CFC. I do receive various emails, notifications of locations being sought and information on such other activities of the CFC including the incentive program.
- Within sixty days I will submit to the Office of County Administrator in paper and electronic form: local crew lists, local production guide and local resources database and photographic locations archive as described.
- Since I am constantly updating the lists, I will submit these lists (see item above) on a regular six month basis.
- I shall regularly submit published articles with monthly invoices.
- I shall make two verbal reports (April, October) and coordinate with County Administrator and set up with Clerk of the Board. I shall also submit two written reports by June 1, and December 1 and have them gendized.
- The reports hopefully will be aided by the County adopting a County Ordinance Reporting procedure as frequently it is difficult to extract permit information from all the permitting state, federal and local entities. Surprisingly, these agencies all keep their records in different ways, and with the additional workload often do not have time to gather the data and submit it to the Film Commission in a useable form for analysis.
- I acknowledge I will forfeit my pay for any months I cannot satisfactorily meet these deadlines.

d. Additional Marketing Activities

The website will migrate to the County server under the guidance of the IT department. If this cannot be accomplished then, a new website will have to be

designed using specified County approved applications. (This has been addressed in areas above)

Many of the California Film Commissions have developed a brochure or card outlining various recourses, locations, contact information and other marketing Tools. I think this would benefit our area. If the money if provided by the County to do so, I will develop this marketing tool and get 2000 copies printed locally.

3. BUDGET

Below I have broken down the expenses I require to successfully complete all aspects of the RFP response.

I. Monthly Fee	\$1200
ii Office, phone, utilities other clerical expenses (Not including extra clerical help needed to implement County Ordinance; MOUs with any Federal, state or local agencies as described above)	\$2775*
ii. Travel Expense	
Monthly travel allowance, not to exceed	\$400
iii. Additional Marketing Activities	
Website development, migration, etc. as dictated by RFP	\$3000
Brochure/ information card	\$600 (Alex Printing est.)
AFCI	\$1000
California Only Show	\$1000
COLA event	\$1000
Two meetings for FLICS	\$1500 (total)
TOTAL ANNUAL COST FIRST YEAR	\$45,900

*includes \$1200 monthly stipend

4. PRODUCTION EXPERIENCE

THREE MAJOR MOTION PICTURES

During my tenure as Inyo County Film Commissioner, I have worked on several major motion pictures. I have selected Iron Man, Django Unchained and Disney's The Lone Ranger to describe my experiences in more detail.

IRON MAN (2007)

Growing up I never got to read comic books. My mother saw them as the start of the decline of the West, or worse still, a nefarious plan to undo the morals of the children of America. At least buying them was a waste of money.

So when the location scout contacted me to say she was working on a Marvel film called *Iron Man*, I was pretty clueless about who the main character actually might be. We spoke a few times on the phone and then she came up to spend time looking for locations.

I liked her from the second I met her. She was personable, young and energetic, and focused on her work. Basically, we were going to be looking for Middle Eastern and Mongolian locations. I assured her that I was familiar with Afghanistan and Iran and Siberia, having lived in Iran for two years in the Peace Corps, traveling extensively in Afghanistan. The Motorola cell phone commercial had already filmed with four camels and twenty-five Iraqi and Afghani extras. I knew dressed with some props and costumes, the landscape, particular at the north end of the Alabama Hills was indistinguishable from the Asian countryside.

We looked at several locations in the Alabama Hills, and the Reward Mine to play the villain's lair, which was a cave. There was talk at that point about an oil refinery in Mongolia and I thought, as did the scout, that the Crowley Lake area presented possibilities. She also wanted to look at the Gorge area, and the Buttermilks. I had also pushed her to look at Cerro Gordo because this area really reminded me of those remote areas between Iran and Afghanistan, where Osama Bin Laden once hid out.

She was ready to photograph the area when she began to have car trouble and wanted to get back to L.A. I went up and shot the whole area of Cerro Gordo, particularly where the canyon narrows about half way up. I prepared a CD and sent them to her.

During the first week of filming, the County and the BLM cooperated to close Movie Road for several days. First of all, with over one hundred trucks and vehicles, congestion was an issue. They had their own transportation system of buses and vans to get some of the five hundred people to where they needed to be. The second issue was security.

Two more specific locations were identified for the April shoot. The Olancho sand dunes would be where Tony Stark was rescued, and where the terrorists captured the original Iron Man suit. Olancho School was turned into a Terrorist camp. The company was looking for a "cover set" where they could film inside so that weather couldn't interfere should it turn bad. I suggested Olancho School Multi-purpose Room since the operations at the school were suspended. That was

finalized for the three months and a nice fee was paid to the school district that allowed it to purchase attendance software. Movie production can benefit many different people and organizations.

The film became a giant blockbuster and the basis of a franchise that is still going strong as *Iron Man 3* is soon to open.

MANDY DILLAN (immediate contact unknown)

DJANGO UNCHAINED (2012)

As film Commissioner I got a call from a scout who had some specific location needs, but wondered if I could accompany him looking at the Alabama Hills, Independence and sites further north. We hit it off and had fun looking. I pointed him towards Bishop Creek, and Mammoth as well because these areas also offered possibilities. He did mention when we met that it was a Tarantino film, and he wondered how much I knew about his work. I said I had seen a few of his films. Then we set to talking about any number of things as we sought matching shots to his list.

He left, showed what he had to Tarantin and then came back with some additional ideas. They liked the Fort Road pictures; they liked the long sloping areas to the north of Alabama Hills beyond "Mother Hill." Again he returned to the studio, and then soon called me to say he was going to bring several people up including Art Director Mike Riva. I had met Mike Riva on the "Iron Man" set. He had a very impressive filmography and was one of the best in the business. I found him a charming and professional person, immediately likeable.

We again looked at the different locations, and favored sites were being locked down. It was time to bring the director up.

Scouting had been going on for several months by the time; Quentin decided to come back and spend more time in Lone Pine with more of his creative team, including the location manager. It was now November. They asked if I could meet them Sunday morning. But instead of immediately going out to scout, Quentin was hungry and we all went to the Mt. Whitney Restaurant for breakfast.

Quentin Tarantino was stimulated and he began to race around making a square "window" with his two thumbs and forefingers finding one shot after another. "Here and here and here," he exclaimed showing his team where he wanted to get a great shot. There were so many possibilities. Then he wanted a crane as well in some very tight spots. They all debated how to get it in there.

When I said that this was where Bill Witney had shot the ambush scene for the 1938 serial *The Lone Ranger*, I sensed he was already aware of it. Then as we walked along I pointed out, this is where Randolph Scott worked in *Man in the Saddle* shot, this is where *Kim* with Errol Flynn worked, this is where Gene Autry and Smiley Burnette were on horseback in *Boots and Saddles*. He just loved being in such diverse movie locations all in a few hundred feet of each other.

Tarantino's Production Company came to film twice in the area, in early December and in late January. He became fascinated by the Lone Pine Film History Museum and borrowed an artifact to use in his film. He had several on-location challenges to contend with and used the Museum itself with his cast and crew twice. It was a great experience for all of us to get to know Quentin Tarantino in Lone Pine.

JOHN MINOR (323) 304-6157

THE LONE RANGER (Not yet released)

The Disney-Silver Bullet production of "The Lone Ranger" starring Johnny Depp and Armie Hammer completed filming in Lone Pine because of happenstance. The young actor playing Tonto as a boy had broken his arm during early production.

Scouts had come to the Inyo Film Commission with determination and when nothing could be found to match the images they brought with them, they kept coming back. There was a site that we finally found that matched what they were looking for. It turned out to be on the Owens Dry Lake which isn't so dry these days because of the immense dust mitigation.

The dry lake isn't so dry, but isn't so wet either. We had looked at several locations along the Lower Owens River Project (LORP), but the river is generally mired in tules. The director wanted a very stark, flat, open expanse with slow moving water. The scenes as described had Tonto on a horse, walking in shallow water with his family/tribe settlement behind him.

When the company thought the lake might work, two or three significant challenges had to be addressed. First they had chosen an area to the south end of the lake. When the horse tried to walk there, the sand gave way under its feet and it was as if there wasn't any solid base to make the horse feel secure. In fact, there are areas of quick sand in places on the lake. Seeing the challenge the local Department of Water and Power employee suggested an area to the north, not far from highway 136 which goes out to Death Valley.

The area was a very close match to the target location. There was one lane road that wound its way out there. The roads on the lake are built raised because of changing water levels. They are built out of the salt crystals that cover the lake and so are prone to being dissolved by wind created waves. Trucks serving the cast and crew would have to be carefully orchestrated to not create a massive traffic jam.

The film company location people felt confident they could organize that. They needed a base camp as well, as near as possible to the shoot without creating a distraction in the line of sight. The first area was going to be nearly five acres and needed grading. Too many permits and too little time made that impossible.. Then a piece of private land was located much nearer to the set, and arrangements were completed.

Because the Indian settlement would be torched, the State Fire Marshal wanted a county fire safety official on site. Not that there was anything there to burn but safety is always an issue. Since the county has no official with that description, the local volunteer fire department would supply a trained person.

The DWP has large environmental responsibilities on the lake and many environmentalists keeping a close eye on what's happening there. Because it is a construction site, various safety challenges created by the work being done were also a factor.

Quick sand, fluctuating water levels, one lane salt crystal roads, fire, and intermittent traffic control on a nearby highway all challenged the shoot, but it went off very well. PAULINA SALAZAR 505 221 1149

5. PERSONNEL AND VOLUNTEERS

I, Chris Langley, will serve as Inyo County Film Commissioner during the period of this contract.

At this time I will need to subcontract with a webmaster to accomplish the changes dictated by the details of this RFP concerning locations.org. I have not identified that person yet.

I will also need to subcontract with graphic artist to design the proposed brochure. I would like to use Judyth Greenburgh from Darwin who does a lot of graphic work designer exhibits for the Film Museum. Presently she is in Europe and will be back. I work with her frequently and I feel she would be ideal for this project. She is familiar with the work of the Film Commission.

I also rely on people at the various County Chambers for advice on locations, ownership and other particulars. They work as volunteers.

I have a film intern named Manuel Ruiz who I worked with through the Workability Program at Lone Pine HS a year ago. He shadowed me and served as a scout on several occasions over the last two years. He volunteers his time as he wants to build his resume to pursue a career in film.

6. ABILITY TO CONTRACT AND EXCEPTIONS

I am able and willing to enter into County of Inyo Contract #117, as modified to fit this RFP. At this time I am unaware of any exceptions to the Scope of Work.

SUBMITTED



Christopher Langley
2/15/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF March 26, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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



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: Inyo County Free Library

FOR THE BOARD MEETING OF: March 26, 2013

SUBJECT: Library Renaissance Project Memorandum of Understanding

DEPARTMENTAL RECOMMENDATION:

Request Board review the Memorandum of Understanding Between the County of Inyo, the Inyo County Superintendent of Schools, and the Inyo County Board of Education Regarding Enhancements to the Inyo County Free Library System, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Inyo County Superintendent of Schools Terry McAteer and Inyo County Office of Education are collaborating with the Inyo County Free Library to create improvements in the libraries ranging from paint and floorcoverings to acquisition of new technology. As a precursor to this project, on February 5, 2013 your Board approved an adjustment in library hours to extend access on Saturdays to facilitate access by children, families and other library patrons. At that time a draft Memorandum of Understanding was provided to you that indicated that part of the proposal was to utilize a consultant. Subsequently, it was determined that a consultant is not needed, and a new MOU is attached reflecting that change.

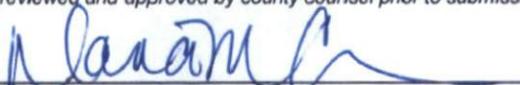
The Library Renaissance Project has been honed in multiple meetings at the library sites, and this proposed MOU reflects the general improvements identified in these meetings. The improvements will proceed in phases. Phase One, with an anticipated completion date of June 30, 2013, includes physical improvements to the Bishop and Lone Pine Branch Libraries, and acquisition of some fixtures for Big Pine and Central libraries. Phase One also includes the purchase of library materials, computers, printers and software for the libraries, and the development of a marketing program to encourage attendance at the refreshed facilities. Phase Two will include the expansion of the Lone Pine Branch Library into the remainder of the building, and will be more fully defined subsequent to the completion of Phase One.

All of the Library Renaissance Project improvements will be funded by the Inyo County Board of Education, and the project is a unique opportunity for the Inyo County Free Library to make physical and technological changes that enhance library service and support education in Inyo County.

ALTERNATIVES: Not approve this Memorandum of Understanding, which would impact the ability of the Project to proceed.

OTHER AGENCY INVOLVEMENT: Inyo County Superintendent of Schools, Inyo County Board of Education.

FINANCING: Inyo County Office of Education will fund the Library Renaissance Project. The County of Inyo will provide staff support for the Project.

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>3/21/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) N/A 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.) N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  _____ Date: 3/21/13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF INYO,
INYO COUNTY SUPERINTENDENT OF SCHOOLS, AND THE INYO COUNTY
BOARD OF EDUCATION REGARDING ENHANCEMENTS TO THE INYO
COUNTY FREE LIBRARY SYSTEM**

This Memorandum of Understanding (the "MOU") is entered into as of the 26th day of March, 2013, by and between the Inyo County Superintendent of Schools and Inyo County Board of Education, a political subdivision of the State of California ("Superintendent" and "Board" respectively) and the County of Inyo, a political subdivision of the State of California ("County"), collectively referred to from time to time as the ("Parties").

RECITALS

Whereas, the Inyo County Superintendent of Schools and the Inyo County Board of Education have expressed interest in joining the County of Inyo in enhancing County Free Library services for the betterment of students and their families and the community as a whole; and,

Whereas, the Inyo County Superintendent of Schools and the Inyo County Free Library have collaboratively defined improvements, which include:

- a. Adjusting library hours to be open six hours on Saturday and in the evening at least two nights each week;
- b. Physical improvements to the libraries, including paint, floor coverings, window coverings, lighting fixtures, lighting repair, door replacement, window repair, signage and plantings;
- c. Purchasing new computers, software, and printers for the libraries;
- d. Purchasing internet and wireless control software for the public access computers;
- e. Purchasing a security system for the Bishop Branch Library;
- f. Purchasing furnishings and shelving to improve the appearance of the libraries;
- g. Purchasing juvenile library materials to refresh and replace existing materials;
- h. Organizing children's programming and training sessions in computer skills; and,

- i. Developing a marketing campaign to invigorate community interest in the enhanced library system;

Whereas, the proposed establishment of these improvements is accompanied by an offer by the Board of Education to perform or fund priorities b. through i. above; and,

Whereas, the Parties desire to further define their respective roles and the processes that will be used to achieve these priorities.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Library Improvements

- A. The Inyo County Free Library will select all library materials, furnishings, and fixtures, and will coordinate with Public Works for all physical changes to the library buildings. The Library Director will work collaboratively with the Superintendent of Schools for the selection of furnishings and fittings, and to improve space utilization.
- B. Any library materials, equipment, software, fixtures and furnishings purchased for use at the libraries become the property of the County.
- C. Purchase of information technology, including hardware, software and connectivity, will meet with the prior approval of the County Information Services Director and the Library Director.
- D. Projects involving County facilities will be approved by the County.
- E. In its sole discretion, the Board of Education will fund the implementation of these improvements.
- F. The Superintendent of Schools and the Library Director will consider definition and implementation of a phase two project, to include the expansion of the Lone Pine Branch Library into the remainder of the building, subsequent to the completion of the project outlined in this MOU.

3. Library Hours

- A. The County will modify Library branch hours within the County's budgetary constraints. The Bishop Branch Library will be open six hours on Saturday and until 8 p.m. at least two nights each week; Lone Pine Branch Library will be open six hours on Saturday and until 7 p.m. two nights each week; and the Big Pine Branch Library will be open six hours on Saturday and until 7 p.m. one night each week.

B. The Parties agree that Library hours will be evaluated periodically to ensure that the needs of Library users continue to be met, within the County's budgetary constraints.

4. Modification. This agreement is not subject to modification except in writing signed by both parties.

6. Notice

All notices from one party to another shall be in writing and may be personally delivered or sent by mail, postage prepaid, to the addresses stated in this section, and shall be deemed to have been given at the time of personal delivery or at the end of the second full day following the date of mailing.

All notices between the Parties shall be given at the following addresses respectively:

Inyo County Superintendent of Schools
P.O. Drawer G
Independence, CA 93526

Inyo County Free Library
P.O. Drawer K
Independence, CA 93526

Inyo County Board of Education
P.O. Drawer G
Independence, CA 93526

Each Party shall have the right, from time to time, to designate a different address by notice given in conformity with this section.

7. Miscellaneous Terms

A. This document constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties, and supersedes all prior and contemporaneous understandings or agreements of the Parties on the subjects addressed herein.

B. This MOU may be executed in counterparts.

C. The Parties agree that they shall execute any and all documents reasonably necessary to effectuate the acts or agreements contained herein.

D. This MOU shall be governed by the laws of the State of California.



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: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: March 26, 2013

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meeting of March 12, 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

14

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: March 26, 2013

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: Review and authorize the Chair to sign a Memorandum of Agreement with the Inyo National Forest for the Revision of the Inyo National Forest Land and Resource Management Plan

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating the INF Plan.¹ County staff has been working with INF staff to develop an agreement to participate in the Plan, resulting in the attached Memorandum of Agreement (MOA). Staff has briefed the Board previously on numerous occasions regarding specific issues related to the agreement and has worked with INF staff to incorporate the Board's input. Staff believes that the MOA provides the County with a productive framework to work with the Forest Service in the Plan Update and recommends approval.

Agreement Highlights

The draft agreement is an MOA based on the Board's previous direction. The following presents highlights of the agreement:

1. The objective is to develop a Forest Plan to provide for ecosystem services and multiple uses, including outdoor recreation, range, timber, watershed, wildlife, and fish within Forest Service authority and the inherent capability of the plan area, and to attempt to harmonize the Forest Plan with the County's plans and policies to the extent practicable.
2. Designates the County as a Cooperating Agency with special expertise.
3. Provides a framework for cooperation and coordination, including the County's coordination definition.
4. Provides for County recommendations on the scope, scale, timing, methods, and forums for public involvement.
5. Specifies frequent meetings between INF staff and the Board of Supervisors and County staff.
6. Includes a specific scope of work and schedule.
7. Details information exchange, incorporation of the County's input, and resolving disagreements.
8. Addresses confidential information and public records requests.
9. Protects the County's rights to participate in Plan development outside of the MOA, including the right to object to the Plan decision.

¹ Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision.

Regional Memorandum of Agreement

The draft MOA for the Plan Update incorporates the concepts of the regional MOA between the Bureau of Land Management, US Forest Service, California State Association of Counties, and Regional Council of Rural Counties (Attachment 2). In summary, the proposed MOA addresses the following, which are also included in the regional MOA:

1. Facilitating early and frequent communication between the agencies to foster a more productive partnership that results in positive land management decisions.
2. Including the County in the Plan Update process.
3. Working to ensure that the INF and other Forest Service staff understand the County's General Plan and its other adopted policies.
4. Incorporates frequent meetings between INF staff and the Board of Supervisors and County staff throughout the Update process.
5. Requires the INF's evaluation and incorporation of the County's input, including presenting the County's point of view in the Plan and/or Environmental Impact Statement if it disagrees as well as why it disagrees.

Staff is working with INF staff to implement the regional MOA for overall coordination activities with the Forest.

ALTERNATIVES: The Board may consider the following alternatives:

1. The Board could direct staff to work with INF staff to investigate modifying the MOA. This is not recommended since the MOA incorporates the County's input. The Plan Revision process is proceeding and staff resources would be better spent working on the substance of the Plan.
2. The Board could reject the MOA. This is not recommended since the MOA provides the County assurances for the INF's coordination with the County in the Plan Revision as well as the benefits afforded to cooperating agencies.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

APPROVALS

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

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



Date: 3-20-13

- Attachments:
- 1. Draft MOA
 - 2. Regional MOA

**DRAFT Memorandum of Agreement between
US Forest Service, Inyo National Forest,
and the County of Inyo
for the
Revision of the Inyo National Forest
Land and Resource Management Plan**

Purpose

The US Forest Service, Inyo National Forest (FS) and the County of Inyo (the County) share a long partnership in the management of National Forest System lands in Inyo County. The purpose of this Memorandum of Agreement (MOA) is to provide procedures and guidance concerning the cooperative relationship between the Forest Service and the County in the revision of the Inyo National Forest Land and Resource Management Plan (LRMP or Forest Plan).

The FS is the lead agency for the revision of the Forest Plan and, as lead agency, will supervise the preparation of the Revised Plan in accordance with the 2012 National Forest System Land Management Planning Rule (36 CFR 219; 2012 Rule). In cooperation with the County, the objective is to develop a Forest Plan to provide for ecosystem services and multiple uses, including outdoor recreation, range, timber, watershed, wildlife, and fish, within Forest Service authority and the inherent capability of the plan area, and to attempt to harmonize the Forest Plan with the County's plans and policies to the extent practicable.

This MOA:

- Confirms the formal designation of the County of Inyo as a cooperating agency with special expertise relevant to the revision of the Forest Plan for the Inyo National Forest, with the rights and duties of a cooperating agency as set forth in this MOA and the CEQ regulations at 40 CFR.
- Provides a framework for cooperation and coordination in completion of the revised Forest Plan.

For the purposes of this MOA, the term "Revised Plan" refers to the three phases of the planning framework specified in the 2012 Rule: 1) assessment, 2) revising the Forest Plan (including the environmental impact statement), and 3) monitoring. During the revision process, the Forest Service will be identifying the need for change in current land management direction, including the 1988 Inyo National Forest Land and Resource Management Plan and all subsequent amendments to that plan.

Coordination in Forest Planning and Environmental Analysis

The 2012 National Forest System Land Management Planning Rule (36 Code of Federal Regulations, Part 219) requires the responsible official for the development, amendment, or revision of a forest plan to:

- Encourage States, counties, and other local governments to seek cooperating agency status in the NEPA process where appropriate. 36 CFR 219.4(a)(1)(iv)

- Where relevant to the plan area, review the planning and land use policies of federally recognized Indian Tribes (43 U.S.C. 1712(b)), Alaska Native Corporations, other Federal agencies, and State and local governments when developing or revising a forest plan. The results of this review shall be displayed in the environmental impact statement and shall include consideration of:
 - The objectives of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments, as expressed in their plans and policies;
 - The compatibility and interrelated impacts of these plans and policies;
 - Opportunities for the plan to address the impacts identified or contribute to joint objectives; and
 - Opportunities to resolve or reduce conflicts, within the context of developing the plan's desired conditions or objectives. (36 CFR 219.4(b)(2))

The National Environmental Policy Act (40 CFR Parts 1500-1508) requires federal agencies to cooperate with State and local agencies to the fullest extent possible to reduce duplication. To better integrate environmental impact statements into State or local planning processes, federal agencies shall discuss any inconsistency of a proposed action with any approved State or local plan and laws (whether or not federally sanctioned) in the environmental impact statement. Where an inconsistency exists, the statement should describe the extent to which the agency would reconcile its proposed action with the plan or law (40 CFR 1506.2(d)).

Coordination in County Planning

The 2001 Inyo County General Plan, Government Element (updated 2/16/2010), defines collaboration and coordination with public agencies as:

- **Collaborative Planning Process** – A system where all parties involved come together to gain a better understanding of the environment in which they make and implement plans, to gain a full understanding of each other's concerns, and to work together as equals to solve issue of common concern.
- **Coordination** – A planning process by which the County and another public agency seek to harmonize the proposed public agency's action with County land use plans, especially the County's General Plan, with the goal of identifying conflicts between the County's and the public agency's land use plans and developing alternatives that are consistent with plans of both the County and the other public agency. The County has sole jurisdiction to interpret consistency and/or inconsistency between the other public agency's plans and the County's General Plan or other County plans. Representatives of the County and the other public agency meet to obtain and exchange information and to obtain consistency between the land use plans of the County and the other public agency to the extent practical.

Responsibilities of the Parties

1. The supervisor of the Inyo National Forest is the responsible official for development and approval of the Revised Plan, and has full authority to manage the preparation of the Revised Plan in accordance with the 2012 Rule and other applicable laws and regulations.

2. The primary contact for each party shall be the individuals designated in this paragraph. All notices, documents, information, and communications required by this MOA shall be directed to the primary contact person. Any official communications concerning responsibilities under this MOA shall be directed to the primary points of contact.
 - FS primary point-of-contact: Susan Joyce, Forest Planner, Inyo National Forest; (760) 873-2516, sejoyce@fs.fed.us.
 - County primary point-of-contact: Josh Hart, Inyo County Planning Director, PO Drawer L, 168 North Edwards, Independence, CA 93526; (760) 878-0268; jhart@inyocounty.us.
3. For the purposes of this MOA, the County's scope of special expertise is defined in Appendix 2. In the event of changed circumstances or new information, it may be desirable to revise the County's areas of special expertise without amending this MOA. If agreeable to both parties, the following protocol shall be utilized to revise the County's areas of expertise:
 - The primary contact person of the party that becomes aware of the need to expand the County's areas of special expertise shall notify the other party's primary contact person in writing as soon as possible. The notification shall include the specific areas of special expertise to be revised and the justification.
 - Within two weeks of notification, the other party's primary contact person shall notify the first party's primary contact person in writing whether or not it is agreeable to revise the County's areas of special expertise.
 - If the parties agree to revise the County's areas of special expertise, such revision shall be documented in a memorandum within two weeks of the notification of agreement describing the specific revision of the areas of special expertise and signed and dated by both parties' primary contact persons. The memorandum shall be prepared by the County in consultation with the FS. The memorandum shall be kept with and appended to this agreement.
 - If the parties are not agreeable to revising the County's areas of special expertise, the parties shall meet within two weeks of the notification of the failure to agree to work in good faith to resolve any points of disagreement. If the parties are able to agree through this subsection to revise the County's areas of expertise, then the process described above shall be utilized to document the revision.
4. The FS and the County will cooperate in good faith and shall attempt to resolve any disagreements under this MOA by negotiation. The FS and the County will endeavor to work together to produce the work per the schedule identified in Appendix 1.
5. The FS will determine the scope, scale, methods, forums, and timing for public participation in the assessment process; developing a plan proposal, including the monitoring program; commenting on the proposal and the disclosure of its environmental impacts in accompanying NEPA documents; and reviewing the results of monitoring information. The County may provide recommendations on the scope, scale, timing, methods, and forums for public involvement. In cooperation with the FS, the County may offer opportunities to co-sponsor public meetings and other public participation forums. The County may circulate public documents to solicit feedback from County commissions including the Natural Resource Advisory Committee, Water Commission, Agricultural Resource Advisory Board, etc. within timeframes established by the FS.

6. The FS will coordinate with the designated County point-of-contact to schedule meetings between County staff and the FS interdisciplinary team (IDT) members assigned to resource issues or topics related to the County's area of special expertise. The purpose of the meetings is to share information, provide a forum for FS IDT members and County staff to discuss resource issues or topics, and to involve the County in the development of assessment content, plan components, and environmental analysis related to their areas of special expertise. The IDT / County meeting schedule will vary according to the project timeline or resource topic or issue, but is generally expected to coincide with milestones identified in the schedule in Appendix 1.
7. The FS and the County shall endeavor to complete the work per the schedule described in Attachment 1. As indicated in Attachment 1, to the extent practicable within FS-established timeframes, the FS shall give the County the opportunity to review and provide input on plan elements specific to the County's area of special expertise prior to public release of said documents, including:
 - Best available scientific information as related to the County's areas of special expertise.
 - Responsible official's review of Inyo County's planning and land use policies (36 CFR 219.4(b)(2)).
 - Assessment of social and economic conditions and trends, including scope, scale, and timing.
 - Identification of species of conservation concern.
 - Identification of the preliminary need to change the existing plan.
 - Development of required and optional plan components (36 CFR 219.7(e)(1) and (2)).
 - Development of the plan monitoring program.
 - Other work products as identified in Appendix 1.

The length of the County's review period will vary based on FS timing constraints, but is generally expected to be a minimum of two weeks. The County may request additional review time, such as to accommodate review and input by the Inyo County Board of Supervisors. If FS timelines do not accommodate a longer review period, the County will attempt to respond within the FS timeframe.

8. The FS will promptly inform the County of schedule changes that may affect the time afforded the County to perform its responsibilities as cooperating agency. The FS will consider requests from the County for additional time to perform its cooperating agency responsibilities.
9. As specified by the 2012 Rule, the FS responsible official shall review the planning and land use policies of the County and present the results of the review in the environmental impact statement (36 CFR 219.4(b)(2)). To inform that review, the County will provide a consistency analysis of the Revised Plan with the County's General Plan and its other plans, programs, and policies pursuant to its areas of special expertise. The FS will consider the County's analysis and incorporate it into the Revised Plan and/or environmental impact statement. If the FS disagrees with the County's analysis, the FS will meet and confer with the County to understand its position. If the FS still disagrees with the County's analysis, the FS shall present both the County's analysis and its own in the environmental impact statement and the reasons it disagrees with the County's analysis.

10. To the maximum extent possible, consistent with its responsibility as lead agency, the Forest Service will incorporate in the Revised Plan the suggested changes, analysis, recommendations, and data submitted by Inyo County in its role as cooperating agency. Inyo County will fully review all information supplied by the FS within the limits of the County's special expertise and provide any written comments and analysis within the timeframe specified by the FS as indicated in Appendix 1. The FS will evaluate the County's input and incorporate it to extent possible consistent with its responsibility as lead agency. While the FS is not obligated by this MOA to provide a written response to the County's input, the FS and County primary points-of-contact will make reasonable efforts to jointly review and discuss the County's input before evaluation and incorporation by the FS.
11. The FS will work cooperatively with Inyo County to ensure full access to non-privileged FS expertise and factual data, information, and analysis related to the special expertise of the County so that the County may carry forth its responsibilities as cooperating agency. The County will provide the FS full access to non-privileged factual data, information, and analysis related to its areas of special expertise and relevant to the assessment, revised plan, and plan monitoring program.
12. Information will be freely shared with either party except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. This exchange will allow for useful comments related to the information to be exchanged amongst the parties. Any information that is exchanged may be subject to disclosure under the California Public Records Act and the Freedom of Information Act.
 - The primary contact person for each party shall act as a liaison for the information exchange. This person will be responsible to disseminate the information amongst staff and consultants. Copies of the data are to be made and distributed only to those staff and consultants directly involved with the Revised Plan, unless otherwise agreed to by the parties. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the development of the Revised Plan.
 - Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either entity shall be accompanied by a summary of the information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.
13. Inyo County and FS will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of this MOA prior to a determination by both parties of the releasability of the documents subject to the Freedom of Information Act, 5 U.S.C. §552, and the California Public Records Act, California Government Code §6250 *et seq.* If the parties disagree regarding the requirements of public disclosure, neither party will disclose documents exchanged or developed as a part of this MOA without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this paragraph upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.
14. By this MOA, the FS does not relinquish its primary responsibility for NEPA (National Environmental Policy Act) and NFMA (National Forest Management Act) compliance as lead agency. The FS will retain ultimate responsibility for the content of the Revised Plan. This includes, but is not limited to, the conditions, trends, and sustainability of forest resources as described in the assessment; the

determination of the need for change in plan direction; the purpose and need for action; the range of alternatives analyzed; the preferred alternative; the environmental consequences of the alternatives; the plan monitoring program; and the selected alternative. The County assumes no responsibility for the adequacy of the Revised Plan or for compliance with NEPA, NFMA, or any other applicable laws and regulations.

15. Outside the scope of this MOA, the County reserves the right to participate in the public involvement process for the Revised Plan and to submit comments on all aspects of the Revised Plan during the public comment periods to the same extent as any member of the public. The County's participation as cooperating agency is not an endorsement of the Revised Plan. The County reserves its rights to pursue any remedies whatsoever to challenge the adequacy of the Revised Plan and its compliance with applicable laws and regulations in any administrative or judicial forum.
16. This MOA is effective upon signature of all parties and will terminate when the FS publishes the Record of Decision for the Plan. The parties may agree to extend this MOA and/or participate in further coordination during implementation of the Revised Plan, including monitoring.
17. This MOA may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this MOA, and attached to the original MOA to maintain continuity.

Signatures and Dates

Appendix 1

Draft Conceptual Work Plan and Schedule for Memorandum of Agreement Inyo National Forest Plan Revision

The FS and County shall work to meet the deadlines in this conceptual schedule as they may be applicable throughout the process and as described in the Responsibilities of the Parties section of the *Memorandum of Agreement between the US Forest Service, Inyo National Forest, and the County of Inyo for the Revision of the Inyo National Forest Land and Resource Management Plan (MOA)*.

Coordination of the sub-tasks identified in the conceptual schedule will be primarily accomplished through regularly scheduled standing meetings between the primary points-of-contact identified in the MOA and other FS and County staff involved in the revision process. The standing meetings are currently being held on the first and third Wednesdays of the month; the timing and frequency of the meetings may be adjusted as needed throughout the process.

Milestone	Subtask - INF	Subtask – Inyo Co.	Schedule
Assessment Notice			Winter 2013
	BOS briefings	BOS briefings	FS to brief BOS as needed
	Coordinate with County regarding public notification of meetings	Provide assistance for public outreach	As needed
Assessment Topic Papers (15 resource areas)			February – August 2013
	Coordinate with County regarding public notification of meetings	Provide assistance for public outreach	As needed
	Public Meetings		March-April 2013
	Request information related to resource condition and trend	BOS Brief re: information related to resource condition and trends	Ongoing, County to provide memo w/i one month of request from FS
		Provide information related to resource condition and trends	w/i 6 weeks of request from FS
	Schedule meetings/workshops between FS IDT and County	Participate in IDT mtgs./workshops	Upon execution of Agreement, schedule variable

**Appendix 1 – Draft Conceptual Work Plan and Schedule for MOA
Inyo National Forest Plan Update/Revision**

Milestone	Subtask - INF	Subtask – Inyo Co.	Schedule
	Share and / or discuss draft documents and analysis concepts with County	Provide feedback iteratively. To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	Ongoing, INF to provide memo at least 6 weeks prior to public mtgs.
		BOS briefing re: concepts	2 weeks after INF provides, or as soon thereafter as Board meets
		Provide feedback to INF	4 weeks after INF provides
	Public Mtgs.		May – June 2013
		Provide summary of comments from Board, Commissions, and Committees	Two weeks after meeting
	Provide overview of comments		Depends on the number of comments received, but goal is to discuss and/or review comments within two weeks after final public input received
		BOS briefing	Two weeks after INF provides overview, or as soon thereafter as Board meets
		Provide final feedback (i.e., memorandum on FS consideration of public comments)	Two weeks after BOS meeting
Draft and Final Assessment Report			September – December 2013
	Coordinate review of draft Assessment Report prior to public release	Coordinate review of draft Assessment Report prior to public release	September 2013
	Publish draft Assessment Report		October 2013
	Coordinate with County regarding public notification of public meetings	Provide assistance for public outreach	As needed

**Appendix 1 – Draft Conceptual Work Plan and Schedule for MOA
Inyo National Forest Plan Update/Revision**

Milestone	Subtask - INF	Subtask – Inyo Co.	Schedule
	BOS briefings	BOS briefings	FS to brief BOS as needed
	Public Mtgs.		Fall 2013
		Board, Commissions, Committees Updates	As soon as possible once assessment report is available for public review
		Provide summary of comments from Board, Commissions, and Committees to INF	Two weeks after meeting
	Provide overview of comments to IC		Depends on the number of comments received, but goal is to discuss and/or review comments within two weeks after final public input received
		BOS briefing	2 weeks after INF provides overview, or as soon thereafter as Board meets
		Provide final feedback to INF	Two weeks after BOS meeting
	Publish Final Assessment Report		December 2013
Draft Revised Plan/DEIS			Winter-Spring 2015
	Schedule meetings/workshops between FS IDT and County	Participate in IDT mtgs./workshops	Variable, as needed
	BOS briefings	BOS briefings	FS to brief BOS as needed
	Coordinate with County regarding public notification of meetings	Provide assistance for public outreach	As needed
Sub-milestone – Identify Draft Plan and DEIS Sections to be cooperatively developed	Meet w/ County staff to identify sections to be prepared in cooperation with County and/or specific information needs (e.g., County Plan consistency review)	Meet w/ INF staff to identify sections	As soon as possible, ongoing

**Appendix 1 – Draft Conceptual Work Plan and Schedule for MOA
Inyo National Forest Plan Update/Revision**

Milestone	Subtask - INF	Subtask – Inyo Co.	Schedule
		Provide INF w/ draft sections	W/i 4 weeks of identification, or as soon as possible
Sub-milestone – Preliminary Draft Plan	Share and / or discuss draft documents and analysis concepts with County.	Provide feedback iteratively. To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	As soon as available; ongoing – meet timeframes as possible
		Provide staff comments re: plan sections	W/i 2 weeks of receipt
	Provide Second Screen Draft Preliminary Plan Sections		As soon as available
		To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	W/i 2 weeks of receipt of second screen draft
	Provide comments regarding draft Agenda Request to County staff		W/i 2 weeks of receipt
		BOS meeting	2 weeks after INF provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to INF	W/i 2 weeks of BOS meeting
Sub-milestone – Preliminary DEIS	Share and / or discuss draft documents, DEIS sections, and analysis concepts with County.	Provide feedback on draft documents and concepts iteratively.	As soon as available
		Provide staff comments re: screen Preliminary DEIS sections	W/i 2 weeks of receipt

**Appendix 1 – Draft Conceptual Work Plan and Schedule for MOA
Inyo National Forest Plan Update/Revision**

Milestone	Subtask - INF	Subtask – Inyo Co.	Schedule
		To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	W/i 2 weeks of receipt
	Provide comments regarding draft Agenda Request to IC		W/i 2 weeks of receipt
		BOS meeting	2 weeks after INF provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to INF	W/i 2 weeks of BOS meeting
Sub-milestone – Final Screen Draft Plan and DEIS	Provide Draft Plan and DEIS		As soon as available
		Provide staff comments re: Final Screen Draft Plan and DEIS	W/i 2 weeks of receipt
		To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	
	Provide comments regarding draft Agenda Request to IC		W/i 2 weeks of receipt of Agenda Request
		BOS meeting	2 weeks after INF provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to INF	W/i 2 weeks of BOS meeting
	Publish Draft Plan/DEIS		February 2015
			Winter-Spring 2015
DEIS Public Review Period/Meetings	Coordinate with County regarding public notification of public meetings	Provide assistance for public outreach	As needed

**Appendix 1 – Draft Conceptual Work Plan and Schedule for MOA
Inyo National Forest Plan Update/Revision**

Milestone	Subtask - INF	Subtask – Inyo Co.	Schedule
		Board, Commissions, Committees Updates	As soon as possible once Draft Plan/DEIS are available for public review
	Public Mtgs.		Winter-Spring 2015
		Provide summary of comments from Board, Commissions, and Committees to INF	Two weeks after meeting
	Provide overview of comments to County		Depends on the number of comments received, but goal is to discuss and/or review comments within eight weeks after final public input received
		BOS briefing	2 weeks after INF provides, or as soon thereafter as Board meets
		Provide final feedback to INF	Two weeks after BOS meeting
FEIS/Proposed Plan	Coordinate with County regarding public notification of meetings	Provide assistance for public outreach	As needed
	BOS briefings	BOS briefings	Once per month for County staff; FS to brief BOS as needed
	Provide draft versions of Responses to Comments/FEIS		As soon as available
		Provide staff comments re: first screen responses to comments/FEIS	W/i 2 weeks of receipt
	Consider County staff's comments on responses to public comments. Incorporate as appropriate.		

**Appendix 1 – Draft Conceptual Work Plan and Schedule for MOA
Inyo National Forest Plan Update/Revision**

Milestone	Subtask - INF	Subtask – Inyo Co.	Schedule
		To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	
	Provide comments regarding draft Agenda Request to County		W/i 2 weeks of receipt
		BOS meeting	2 weeks after INF provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to INF	W/i 2 weeks of BOS meeting
	Submit FEIS for publishing		To be determined
Notice of Objection	Issue Notice of Objection and FEIS		September 2016
	Coordinate with County regarding public notification of meetings	Provide assistance for public outreach	As needed
	Public Meetings		September 2016
	Provide copies of objections to County		W/i 2 weeks of end of Objection Filing Period
		Provide draft BOS Agenda Request to INF	W/i 2 weeks of receipt
	Provide comments re: Draft Agenda Request to County		W/i 2 weeks of receipt
		BOS Mtg.	2 weeks after INF provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to INF	W/i 2 weeks of BOS meeting
	Coordinate Objector Meetings (requested by Reviewing Officer or Objector)	Participate in Objector Meetings	As needed
Record of Decision	Publish ROD / Notice of Plan Approval		December 2016

**Appendix 1 – Draft Conceptual Work Plan and Schedule for MOA
Inyo National Forest Plan Update/Revision**

Milestone	Subtask - INF	Subtask – Inyo Co.	Schedule
	Present ROD to BOS		December 2016
	Public Meetings		December 2016

Appendix 2

Inyo County Areas of Special Expertise for Memorandum of Agreement Inyo National Forest Plan Revision

Constitutional Powers – The California Constitution divides the State into counties which are legal subdivisions of the State. The Legislature provides for county powers, an elected county sheriff, an elected district attorney, an elected assessor, and an elected governing body in each county. A county may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.

Inyo County Code – Pursuant to California Government Code 50022.1 et seq., the County has adopted the Inyo County Code, which enforces a variety of regulations throughout the County, including regarding the following topics: County departments (such as Sheriff, Emergency Services, Animal Control, Law Enforcement, Probation, Public Works, Planning, Agricultural Commissioner, Surveyor, and Industrial Development Authority); outdoor festivals, peddlers, junk dealers, bingo, and dancing; weights and measures; public works, roads and bridges; groundwater extraction; solid waste collection and disposal, disposal sites, and dumping areas; pollution of highways and water; mosquito abatement; environmental health; refuse and weed abatement; surface mining and reclamation; animals; public peace, morals, and safety; vehicles and traffic; roads, parks, and underground utilities; building and safety; flooding; environmental review; subdivisions; zoning, including open space as well as regulation of wireless telecommunications facilities and water transfers; geothermal resource development, and; renewable energy development.

Planning and Land Use – Pursuant to the Planning and Zoning law of the State of California (Government Code Section 65000 et seq.), the County is responsible for preparing, reviewing, revising, adopting, and implementing a General Plan addressing its physical development, including land outside its boundaries that bear relation to its planning, consisting of the following seven required elements (and optional elements at its discretion): land use, circulation, housing, conservation, safety, open space, and noise. Inyo County's General Plan includes the following chapters: Government; Land Use; Public Services and Utilities; Economic Development; Housing; Roads and Highways; Scenic Highways; Public Transportation; Bicycles and Trails; Railroads; Aviation; Canals, Pipelines, and Transmission Cables; Other Circulation Topics; Soils; Agricultural Resources; Mineral and Energy Resources; Water Resources; Biological Resources; Cultural Resources; Visual Resources; Recreation; Air Quality; Flood Hazards; Avalanche Hazard; Wildfire Hazard; Geologic and Seismic Hazards, and; Noise.

According to State law, the General Plan is to include the following topics: land uses for housing, business, industry, open space (including agriculture), natural resources, recreation, enjoyment of scenic beauty, education, public buildings and grounds, solid and liquid waste disposal, and other categories of public and private uses of the land; regional housing need; circulation facilities for thoroughfares, transportation routes, terminals, airports and ports, and other local public utilities and facilities; conservation, development, and utilization of natural resources including water and its hydraulic force, forests, soils and rivers and other waters, harbors, fisheries, wildlife, minerals, and other natural resources; protection of watersheds, prevention and control of the pollution of streams and other waters, and regulation of use of land in stream channels; protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, seiche, and dam failure; slope instability leading to mudslides and landslides, subsidence, liquefaction, and other geologic hazards; flooding and wildland fires; and open space for the

**Appendix 2 – Inyo County Areas of Special Expertise for Memorandum of Agreement
Inyo National Forest Plan Revision**

preservation of natural resources, managed production of resources, outdoor recreation, public health and safety, support of military missions, protection of historic and cultural resources.

In addition to the required seven General Plan elements, the Inyo County General Plan includes two optional elements: Government and Economic Development. The Government Element addresses governance issues, such as coordination, multiple uses, collaborative planning, expansion of private lands within the County, federal and State land dispositions, economic development, water management, agricultural resources, recreation, wildlife and fisheries, mineral resources, energy resources, and access and transportation. The Economic Development Element addresses issues such as promoting tourism, expanding visitor capacity on public lands, destination spending, and encouraging resource-based land uses.

Public Services – The County provides numerous public services, including but not limited to law enforcement, search and rescue, avalanche control, public health, environmental health, social services, building and safety (including erosion, pollution control, and flood plain management), public works, planning, sanitation, solid waste disposal, oversight of water transfers, vector and weed control, curation, recreation, economic development, and marketing. In addition, the County undertakes a variety of regulatory responsibilities in the City of Bishop and special districts, including but not limited to law enforcement, emergency services, fire, water, wastewater, sanitation, resource conservation, health care, judicial, and other community services.

Infrastructure – The County provides for and regulates a variety of local infrastructure, including streets and roads, lighting, park and recreational facilities, airports, solid waste disposal facilities, flood control, and water and wastewater treatment and distribution systems.

Transportation/Circulation – In addition to the County's planning and infrastructure responsibilities regarding transportation and circulation, the County staffs the Inyo County Local Transportation Commission (ICLTC), the State mandated Regional Transportation Planning Agency (RTPA) for Inyo County. The ICLTC prepares an annual Overall Work Program and a Regional Transportation Plan every four years, as well as programming projects into transportation improvement programs. The ICLTC also funds and prioritizes grant funding endorsements from a variety of programs for transportation planning, pedestrian and bicycle facilities, transit, mass transportation, and street and road projects.

Water – The Inyo County Water Department (ICWD) has extensive expertise in water issues, including related water quality and biological issues. Through the ICWD, the County monitors the vegetation, soil water, and hydrology of the Owens Valley following ground-water exportation by the City of Los Angeles, and implements extensive policy on extraction and use of water, and implements agreements with the City of Los Angeles and related environmental documents, ordinances, resolutions, and other instruments. Inyo County and the Los Angeles Department of Water and Power use this information to jointly manage the Owens Valley's water resources under the Inyo/Los Angeles Water Agreement. In addition, ICWD conducts research and carries out salt cedar control and arid lands revegetation programs, and participates in other water planning throughout the County.

Constituency Representation – as the County represents all of the people who live in the area influenced by the Forest, it provides unique access to the various interests that utilize forest resources and may be directly impacted by activities in the Forest, including miners, ranchers, packers, recreational merchants, scientists, etc. The Board of Supervisors and County boards and commissions

**Appendix 2 – Inyo County Areas of Special Expertise for Memorandum of Agreement
Inyo National Forest Plan Revision**

include experts in these and other fields, and the County can expeditiously form working groups with specific local expertise in Forest issues.

DRAFT

MEMORANDUM OF AGREEMENT (MOA)
AMONG
CALIFORNIA, USDI BUREAU OF LAND MANAGEMENT,
US FOREST SERVICE, PACIFIC SOUTHWEST REGION
AND THE
CALIFORNIA STATE ASSOCIATION OF COUNTIES and
REGIONAL COUNCIL OF RURAL COUNTIES,
REPRESENTING CALIFORNIA COUNTY GOVERNING BODIES

Definitions: As used in this MOA, the following terms shall be defined as stated below:

"CSAC" means California State Association of Counties.

"RCRC" means Regional Council of Rural Counties.

"County" means a county in California that has a national forest or public land administered by the USDA Forest Service or the Bureau of Land Management within its boundary, and that elects to participate in this MOA.

"USFS" means Region Five, USDA Forest Service, and that part of Region Four including its National Forests in California.

"BLM" means California, USDI Bureau of Land Management, including its Districts and Field Offices in California.

Preface:

1. The USFS and BLM, under the laws of Congress, executive orders, and federal regulations are responsible for the management of the federal public lands, national forests and their resources. The USFS and BLM have a responsibility to sustain the health, diversity, and productivity of these federal public lands and national forests for the use and enjoyment of present and future generations.

2. CSAC and RCRC represent all of California's 58 counties, which encompass large amounts of federally held land. CSAC and RCRC work with federal and state governments and other stakeholders to improve the ability of county governments to serve California's citizens efficiently and effectively.

Statement of Purpose:

The USFS, BLM, and counties share a long partnership in the management of federal public lands and national forests in California. The purpose of this MOA is to help improve interagency relationships by facilitating early and frequent communication between the defined federal agencies and counties to foster a more

productive partnership that results in positive land management decisions for all parties.

Specifically, this MOA is intended to establish enhanced mutual communication between the USFS, BLM, and county governing bodies to assure consistency in process and outcomes among all parties. This regular, consistent communication is intended to build positive working relationships; maximize trust; minimize misunderstanding and potential conflicts; and produce actions that result in better conclusions for California, thereby enhancing community support for those actions.

It is agreed that with the implementation of this MOA;

- A. The governing body of each county that chooses to participate in this MOA shall designate a county contact for the USFS and BLM. This contact can be a "position" such as "County Planner," rather than a specific individual. This agreement is only in effect for counties that choose to participate by officially designating a county contact.
- B. For each participating county, the USFS Regional Forester shall designate a USFS contact from each forest that contains land within that county. This contact can be a "position" rather than a specific individual.
- C. For each participating county, the BLM State Director shall designate a BLM contact from each field office that contains land within that county. This contact can be a "position" rather than a specific individual.
- D. After these designations have been finalized, within each county the designees from each entity shall convene a meeting at the request of either entity to discuss the MOA, and the process by which it will be implemented in that county.
- E. This MOA is a beginning point and individual counties and federal agencies may agree to additional processes and norms that will enhance their communications and understanding of each other's work and be effective in their particular area.
- F. The USFS Regional Forester or BLM State Director and county governing bodies shall convene to discuss and resolve issues related to overall land management in California as needed.

I. THE USFS and BLM SHALL:

- A. Include the County in any planning processes to assure that the County's plans and policies are considered throughout the process.
- B. Request the participation of the County in any planning process before public scoping. The federal managers will mail an updated list of potential projects to the county designated contact. County participation at this stage provides the opportunity for county concerns and ideas to be accommodated in the development of the project description prior to public scoping. Such notification

shall be to the designated key county contact, who will advise the key federal contact regarding desired County participation in such planning activities.

- C. Understand that the County General Plans and other adopted policies reflect the objectives of the Board of Supervisors on behalf of the residents of the county.
- D. Meet with the County Board of Supervisors at its request on an agreed upon time frame to update and confer with the County on upcoming programs, projects and other matters of interest.
- E. Evaluate written comments from the County regarding how project proposals affect county plans and other adopted policies, and where consistent with federal laws, regulations, policies and agencies objectives, make every effort to work with County officials to achieve mutually agreeable results, consistent with the identified county plans and other adopted policies. If the federal manager's decision is not consistent with identified county plans and other adopted policies, then the manager will notify the county and document in writing how county plans, other adopted policies, and input were considered, and why consistency could not be achieved.

II. THE COUNTY SHALL:

- A. Participate in requests for involvement at the earliest possible time, preferably before public scoping and identify concerns, needs and relevant county plans and other adopted policies in writing.
- B. Within the County's constraints, make available staff support at the federal managers' request to enhance the agencies' interdisciplinary capability as a partner.
- C. Provide written interpretations of germane sections of county plans and other adopted policies when the County thinks a proposed project is inconsistent.
- D. Endeavor to provide written feedback with sufficient specificity that the federal managers are able to respond with particularity. Additionally, the County will attempt to provide alternative approaches to proposed projects.
- E. Meet with the federal agencies at their request on an agreed upon time frame.
- F. Request the participation of the federal managers in any county planning process relevant to the federal agencies, and consider written information received from the BLM or USFS during County land-use and project planning decisions.
- G. Make every effort, consistent with state and county plans, policies, laws, regulations, and agency goals, to harmonize county land-use planning decisions with current USFS and BLM plans and regulations regarding lands managed by USFS and BLM within the county boundaries.

Limitations:

The USFS, BLM, and county governing bodies recognize that this MOA is not intended to replace presently existing lines of communications or alter existing required communications, such as communications made pursuant to state or federal statutes or regulations, Resource Advisory Committees, federal or county

workgroups, and informal or formal policy meetings between the USFS or BLM, and CSAC, RCRC, or an individual county.

Nothing in this MOA shall require the USFS, BLM, CSAC, RCRC or an individual county to violate or ignore any laws, rules, directives, or other legal requirements imposed by state or federal law.

This MOA is adopted to enhance communication and working relationships between the USFS, BLM, and counties.

Participation in Similar Activities:

This instrument in no way restricts the agencies or the counties from participating in similar activities with other public or private agencies, organizations, and individuals.

Establishment of Responsibilities:

This MOA is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate and mutually beneficial manner to meet the purposes of this MOA. Nothing in the MOA authorizes any of the parties to obligate or transfer anything of value.

Effective Date:

This MOA becomes effective upon signature of all parties.

Term of Agreement:

This MOA is expected to continue for five years from the date of the last signature, after which it will be reviewed. If all parties concur, it will automatically be renewed for an additional five year term.

This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

Termination:

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Freedom of Information Act (FOIA):

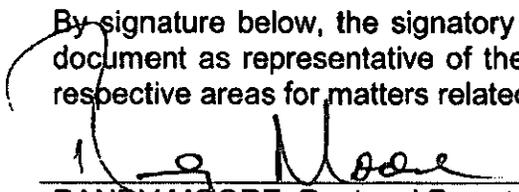
Any information furnished to the agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

Modification:

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

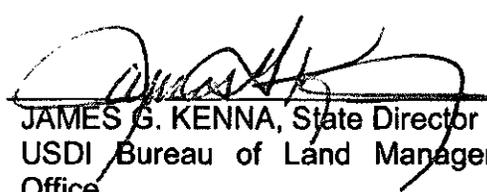
Authorized Representatives:

By signature below, the signatory officially certifies that the individual listed in this document as representative of the signatory is authorized to act in the signatory's respective areas for matters related to the development of this agreement.



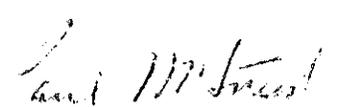
RANDY MOORE, Regional Forester
U.S. Forest Service, Pacific Southwest Region

7/23/12
Date



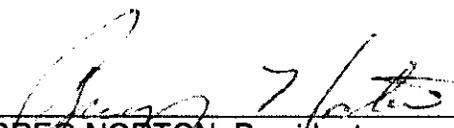
JAMES G. KENNA, State Director
USDI Bureau of Land Management, California State Office

7/23/2012
Date



PAUL McINTOSH, Executive Director
California State Association of Counties

7/23/12
Date



GREG NORTON, President
Regional Council of Rural Counties

7/23/12
Date