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.

November 5, 2013

8:30 a.m. 1. ***PUBLIC COMMENT***

CLOSED SESSION

2. ***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.

3. ***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.

4. ***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.

5. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW.***

OPEN SESSION

10:00 a.m. ***PLEDGE OF ALLEGIANCE***

6. ***PUBLIC COMMENT***

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

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

8. ***Board of Supervisors – Supervisor Griffiths*** – Request approval of a Resolution amending Resolution 2008-34 and the amended By-Laws of the Northern Inyo Airport Advisory Committee.

9. ***Information Services – Sheriff*** - Request Board approve a proclamation declaring November 20, 2013 as National GIS Day.

10. ***Information Services*** – Request Board accept an arrangement with Verizon for landline telephone service and related services (such as voice mail) resulting in an operating cost to the County of approximately $132,000 for the period of one year from the "effective date" (when both the County and authorized Verizon representative have signed) contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.

11. ***Library*** – Request Board authorize that library branches may close on Saturday, November 30, 2013 because of the Thanksgiving holiday.

12. ***Motor Pool*** – Request Board award the bid for and approve the purchase of one 2014 Ford Expedition from Eastern Sierra Motors as the low bidder, in the amount of $38,109.91.

13. ***Museum Services*** – Request Board accept a donation of funds totaling $20,000, from the Robert A. Hudson 2004 Trust, on behalf of Inyo County and the Eastern California Museum.

14. ***General*** – Request approval of Amendment No. 9 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to November 30, 2013; and authorize the County Administrator to sign, contingent upon the appropriate signatures being obtained.

15. ***General*** – Request approval of Amendment No. 8 to the Contract between the County of Inyo and Gruen Gruen + Associates reducing the Contract amount by $61,250 for a total amount not to exceed $360,000 and amending Attachment B, the Schedule of Fees to include the new hourly rates; and authorize the County Administrator to sign, contingent upon the appropriate signatures being obtained.

ENVIRONMENTAL HEALTH

16. Request approval of the Local Primary Delegation Agreement, the Grant Funding Agreement and the Fiscal Agent Agreement between the County of Inyo and California Health and Human Services Agency, Public Health Department to allow the Inyo County Department of Environmental Health Services to continue as the Local Primacy Agency (LPA) for the regulation of Small Public Water Systems Program; designate the Inyo County Auditor as the Fiscal Agent; and authorize the Chairperson and/or Auditor Controller and/or Environmental Health Director to sign the documents as appropriate.

PLANNING

17. Request approval of the Contract between the County of Inyo and PCM for consulting services for the update of the County's General Plan Housing Element and accompanying CEQA documentation, for the period of November 3, 2013 through December 27, 2014, in an amount not to exceed $26,831; and authorize the Chairperson to sign.

18. Request approval of the Contract between the County of Inyo and SCE to do work for the Local Government Strategic Plan Strategies Solicitation Phase 3; in an amount not to exceed $57,452, and authorize the Chairperson to sign.

19. Request Board A) approve the Contract between the County of Inyo and CAJA Environmental Services, LLC, for the provision of environmental review and processing services for an Environmental Impact Report for the Northland Solar Project, in an amount not to exceed $471,572 for the period of November 6, 2013 through April 30, 2015, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign; and B) approve the Contract between the County of Inyo and Northland Power Independence, LLC, to provide environmental review and processing services related to the EIR for the Northland Solar Project, with the terms and payment provisions specified in the County; and authorize the Chairperson to sign.

PUBLIC WORKS

20. Request approval of the Interim Exhibit 9-B Local Agency DBE Annual Submittal form for the 2013/2014 Federal fiscal year; and authorize the Chairperson to sign.

21. Request approval of Amendment No. 1 to the Contract between the County of Inyo and Bishop Heating and Air Conditioning, Inc., for the HVAC Upgrade Project at the Inyo County Water Department building, increasing the total amount of the Contract from $182,696.48 to $187,744.28; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

22. ***HEALTH AND HUMAN SERVICES – EMT*** – Request Board approve a resolution adopting the maximum rates for ambulance services and rescinding Resolution 2010-21.

23. ***HEALTH AND HUMAN SERVICES – Social Services*** – Request Board approve a resolution approving and ratifying the actions of the CMSP Governing Board specific to the reallocation of 1991 Health Realignment funds using the approach set forth in Welfare and Institutions Code Section 17600.50, beginning January, 2014.

24. ***HEALTH AND HUMAN SERVICES – Social Services*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Integrated Case Worker exists as certified by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the positions could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Integrated Case Worker I at Range 60 ($3,336 - $4,052), or II at Range 64 ($3,662 - $4,450).

25. ***PUBLIC WORKS*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Engineering Assistant comes from the Public Works Budget as certified by the Public Works Director, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the positions could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Engineering Assistant I at Range 71 ($4,319 - $5,250)

26. ***PUBLIC WORKS*** – Request Board

    A) reject the single bid received for the Replacement of Dryvit System Expansion Joints Project;

    B) approve a resolution declaring that, in the Board's opinion, a contract to perform the project can be negotiated with the original bidder at a lower price than that in any of the bids received *(4/5's vote required)*;

    C) approve the Public Works negotiated Contract between the County of Inyo and Troy Cauldwell Painting for the replacement of Dryvit Expansion Joint material at the Inyo County Jail Building, in an amount not to exceed $26,500; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and

    D) authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

27. ***PUBLIC WORKS*** – Request Board ratify and approve the Contract between the County of Inyo and Granite Construction for the purchase of plant mixed asphalt surface material for the period of September 1, 2013 through November 30, 2013, in an amount not to exceed $63,579; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

28. ***PUBLIC WORKS*** – Request Board ratify and approve Amendment No. 5 to the Contract between the County of Inyo and ESE for engineering services as follows: $4,500 for the Sabrina Bridge Replacement Project; $4,750 for the Bishop-Sunland Landfill Truck Scale Project; and $45,216 for the Ed Powers Bicycle Lanes Project, increasing the total amount not to exceed from $233,474 to $287,940; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

29. ***PUBLIC WORKS*** – Request Board

A) approve the Project Agreement with the California Department of State Parks Off-Highway Motor Vehicle Recreation Division for a two phase grant and authorize the Public Works Director to sign the Agreement and other documents required to implement the grant;

B) approve the Contract between the County of Inyo and Meridian Consultants for the provisions of the environmental consulting services and evaluation of the proposed Adventure Trails System, for the period of November 5, 2013 through December 31, 2014 in an amount not to exceed $299,960, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign; and

C) amend the Transportation and Planning Trust Budget Unit #504605 by increasing estimated revenue in State Other *(Revenue Code #4499)* by $266,518 (to reflect the receipt of grant funds), and increasing appropriations in Professional and Special Services *(Object Code #5265)* by $206,304 and External Charges *(Object Code #5124)* by $60,214 (to reflect expenditure of the funds as recommended by staff). *(4/5's vote required.)*

30. ***WATER DEPARTMENT*** – Request approval of an Amendment to the LORP 2012-13 LORP Work Plan to fund a creel census.

31. ***WATER DEPARTMENT*** – Request 1) approval of the 2012-13 LORP Annual Accounting Report without any further amendment (Accounting Report A) ***or*** 2) approval of the 2013-13 Annual Accounting Report with revised language and accounting to reflect the Board's approval of an amendment to the 2012-13 LORP Work Plan to fund a Creel Census performed by LADWP (Accounting Report B).

32. ***PLANNING*** – Request Board receive a presentation from staff about coordination with the Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input, including potentially regarding dates for future public meetings and review a draft Focus Paper regarding multiple uses and provide input.

33. ***COUNTY ADMINISTRATOR – Homeland Security*** – Request Board

A) amend the FY 2013-2014 County Budget as follows: create the 2013 Homeland Security Grant Budget Unit #623713 by increasing revenue in State Grants *(Revenue Code #4498)* by $67,245 and increasing appropriations in Professional Services *(Object Code #5265)* by $10,000, Equipment *(Object Code #5650) by* $28,000; Maintenance of Computer Equipment *(Object Code #5177)* by $19,000, Travel *(Object Code #5331)* by $6,883, and Internal Charges *(Object Code #5121)* by $3,362, *(4/5's vote required)*; and

B) declare RoboteX, Inc., a sole source provider of a manipulator arm, authorize the Chairperson to sign the Sole-Source Justification Form, and approve the purchase of an Avatar II Extended Reach Manipulator Arm from RoboteX, Inc., in the amount of $26,460, including tax and shipping.

34. ***COUNTY ADMINISTRATOR - Personnel*** – Request A) approval of Amendment No. 1 to the Contract between the County of Inyo and Josh Hart for personal services as a County Officer, at a salary of $9,200 per month, effective November 7, 2013; and authorize the Chairperson to sign; and B) approve a resolution titled "A Resolution of the Board of supervisors of the County of Inyo, State of California, Amending Resolution 2006-06 Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the several Offices or Institutions of the County of Inyo."

35. ***COUNTY ADMINISTRATOR – AUDITOR-CONTROLLER*** – Request Board recognize $3,674 in additional revenue from the State Board of Equalization to pay MuniServices invoice for quarterly Sales and Use Tax Audit services by amending the FY 2013-14 County Budget by increasing revenue in the General Revenue and Expenditures Budget Unit #011900 Sales Tax *(Revenue Code #4062)* by $3,674 and increasing appropriations in Professional and Special Services *(Object Code #5265)* by $3,674. *(4/5's vote required)*

36. ***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.

37. ***COUNTY ADMINISTRATOR – Emergency Services*** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

38. ***COUNTY ADMINISTRATOR – Emergency Services*** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in portions of Inyo County during the month of August, 2013.

39. ***CLERK OF THE BOARD*** Request approval the minutes of the Board of Supervisors meetings as follows: A) September 9, 2013 Budget Hearings; B) September 23, 2013 Special Meeting; C) October 1, 2013 Regular Meeting; D) October 2, 2013 Special Meeting; E) October 8, 2013 Regular Meeting; F) October 9, 2013 Special Meeting; and G) October 15, 2013 Regular Meeting.

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

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

40. ***PUBLIC COMMENT***

CORRESPONDENCE - INFORMATIONAL

41. ***TREASURER-TAX COLLECTOR*** – Treasury Status Report for the Quarter Ending September 30, 2013.

42. ***SHERIFF'S DEPARTMENT*** – Sheriff and Jail Overtime Report for the Month of September, 2013.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
2-3-4

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session 8:30 ☐ Informational

FROM: **COUNTY COUNSEL**

TO: **THE BOARD MEETING OF: November 5, 2013**

SUBJECT: **ISSUES TO BE DISCUSSED IN CLOSED SESSION**

DEPARTMENTAL RECOMMENDATION:

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

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.

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.

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.)*
	Margaret Kemp-Williams Approved: ✓ Date 10-31-13

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

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
8

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: SUPERVISOR JEFF GRIFFITHS

FOR THE BOARD MEETING OF: **November 5, 2012**

SUBJECT: Approval of Amended Resolution and By-Laws for the Northern Inyo Airport Advisory Committee

DEPARTMENTAL RECOMMENDATION:

That your Board approve the amended Resolution and By-Laws of the Northern Inyo Airport Advisory Committee (attached) and authorize the Chair to sign.

SUMMARY DISCUSSION:

The Northern Inyo Airport Advisory Committee requested that it be able to appoint non-voting members to the advisory committee, which members would be permitted limited participation in matters considered by the Committee. Recently a local student expressed interest in participating as a non-voting member of the committee. The advisory committee believes it would be beneficial to allow non-voting members to participate, particularly students who have expressed an interest in aviation. The Committee has approved the changes and is requesting that your Board accept and approve to amended by-laws.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

Northern Inyo Airport Advisory Committee
County Counsel – drafted the amended by-laws

FINANCING:

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.)* Margaret Kemp-Williams Approved: ✓ Date 10-31-13
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:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

RESOLUTION NO. 2013 - ____

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2008-34

WHEREAS, the Board of Supervisors of Inyo County (County) created the Northern Inyo Airport Advisory Committee (Committee) on February 18, 1975 (Resolution 75-20), and recreated it on December 7, 1993 (Resolution 93-72) and on August 19, 2008 (Resolution 2008-34); and

WHEREAS, the Board of Supervisors finds that it is in the interest of the County and the Committee for the Committee to have Bylaws defining how it will operate both pursuant to Resolution 2008-34 and this Resolution; and

WHEREAS, the Bylaws, attached hereto and incorporated herein by this reference, provide definition regarding Committee operations; and

WHEREAS, the Board of Supervisors finds that having Committee appointed non-voting members as discussed in the attached Bylaws at Article III C will benefit the County by providing input from citizens who may not have the ability or qualifications to fully participate as members and thus encourage the free exchange of ideas;

NOW, THEREFORE, BE IT RESOLVED, that the Inyo County Board of Supervisors amends Resolution 2008-34 to provide that the Northern Inyo Airport Advisory Committee's operations will be governed by the attached Bylaws; and

BE IT FURTHER RESOLVED, that the Inyo County Board of Supervisors amends Resolution 2008-34 to provide the Northern Inyo Airport Advisory Committee may appoint two (2) "non-voting" members for a term of two (2) year as allowed in the Bylaws; and

BE IT FURTHER RESOLVED, Resolution 2008-34 in all other respects remains unchanged.

PASSED AND ADOPTED on this_____ day of _____, 2013, by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Linda Arcularius, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By _____
Patricia Gunsolley
Assistant Clerk of the Board

BY-LAWS OF THE NORTHERN INYO AIRPORT ADVISORY COMMITTEE BISHOP, CALIFORNIA

ARTICLE I
ESTABLISHMENT OF NORTHERN INYO AIRPORT ADVISORY COMMITTEE

The Inyo County Board of Supervisors (Board) concluded that obtaining input from an advisory committee has been and will be in the best interests of Inyo County (County) with regard to airport planning and other general aspects of aviation impacting the Bishop Airport and the County.

The Northern Inyo Airport Advisory Committee (Committee) was created by Resolution No. 75-20 of the Inyo County Board of Supervisors on February 18, 1975, Resolution No. 93-72 of the Inyo County Board of Supervisors on December 7, 1993 and Resolution No. 2008-34 of the Inyo County Board of Supervisors on August 19, 2008 and is known as Northern Inyo Airport Advisory Committee (Committee).

ARTICLE II
PURPOSE

The Committee shall review and evaluate matters affecting aviation and planning at the Bishop Airport and make recommendations thereon to the Board with particular attention to the following:

A. Act as an advisory Committee for the Board providing advice and information of primary concern to Bishop Airport;

B. Advice and recommendations to the Board regarding promoting, aiding, and encouraging the public use and development of the Bishop Airport and its ancillary facilities;

C. Study and make recommendations to the Board on the improvement and development of the Bishop Airport facilities;

D. Identify and make recommendations to the Board regarding additional sources of funding for the Bishop Airport facilities;

E. Advice and recommendations to the Board with respect to steps which can be taken locally for the enhancement and development of Bishop Airport;

F. Advice and recommendations to the Board on all other issues brought before the Committee; and

G. Adopt subject to Board ratification such bylaws, rules, and regulations as in the Committee's opinion may be required for the Committee's operations.

ARTICLE III
COMMITTEE, TERM, VACANCY, VOTING

A. **COMMITTEE COMPOSITION.** The Committee shall be composed of five (5) "regular voting" members, one (1) "alternate voting" member, see Article V section C., (collectively referred to herein as "voting members") and two (2) non-voting members, see Article III section C.

B. **BOARD APPOINTMENT VOTING MEMBERS.** Following publication and review of written applications from Inyo County residents, the voting members shall be appointed by majority vote of the Board.

C. **APPOINTMENT NON-VOTING MEMBERS.** Following written application from an Inyo County resident, the regular voting members of the Committee may consider and appoint by a majority vote an applicant to serve as a non-voting member of the Committee. Vacancies shall be filled in like manner.

1. A nonvoting member need not have reached the age of majority.

2. Following the appointment of a non-voting member(s), all applications for appointment for non-voting members and the name of the appointee shall be promptly directed to the Board Clerk, for handling in accordance with state law and the Inyo County Administrative Manual.

3. Non-voting members shall be provided copies of all agenda packets and minutes in the same manner as voting Committee members.

4. Non-voting members shall **not** be included when determining quorum requirements for the Committee.

5. The non-voting members will provide input and discussion on agenda items and matters impacting the airport.

D. **COMPENSATION.** All members will serve without compensation.

E. **LENGTH OF TERM.** All voting members serve a four (4) year term. All non-voting members serve a two (2) year term. All members voting and non-voting serve at the pleasure of the Board.

F. **REAPPOINTMENT.** Voting members may be recommended by the Committee for re-appointment. Any Committee recommendation for reappointment will be forwarded to the Board Clerk with a completed application (available from the Board Clerk) for submission to the Board for consideration.

G. **VACANCIES.** Vacancies on seats occupied by voting members shall be filled in accordance with Inyo County's Appointment Policy found in the Inyo County Administrative Manual.

The Board Clerk shall be advised of any actual or anticipated unscheduled vacancy on the Committee immediately upon learning of such. Following advertisement and receipt of applications, the Board will review applications and fill the vacancy for the remainder of a former incumbent's term.

H. **VOTING.** Each regular voting member and alternate member sitting specially for a regular voting member shall have one vote to be exercised. No votes may be exercised by proxy.

ARTICLE IV
OFFICERS: TERMS, POWERS AND DUTIES

A. **OFFICERS.** The officers of the Committee shall consist of a Chairman, Vice-Chairman, and Secretary.

B. **ELECTIONS & TERMS.** The Chairman, Vice-Chairman, and Secretary shall be annually elected by a majority vote of the Committee at the January meeting, , and serve for a term of one (1) year or until replaced. If for any reason such election cannot occur at the January meeting, it shall take place as soon thereafter as is practicable.

C. The elected Officers shall take office immediately after election.

D. **DUTIES.** The officers shall carry out those duties and functions normally associated with their respective offices, as follows:

1. Chairman –

   a. The Chairman shall preside at all meetings.

   b. The Chairman shall be responsible for observing and applying the rules and procedures for meeting.

   c. The Chairman shall develop the agenda for meetings and ensure its posting according to County policy and State law.

   d. The Chairman shall develop the Report of Committee Actions.

2. Vice-Chairman –

   a. The Vice-Chairman shall act as Chairman in the absence of the Chairman.

3. Secretary –

   a. The Secretary shall commit the specific language of motions being considered to writing before votes are taken.

   b. The Secretary shall take and maintain minutes of all meetings.

   c. The Secretary shall be responsible for preparing all correspondence of the Committee.

ARTICLE V
MEETINGS

A. **REGULAR MEETINGS:** The Committee shall meet at least four (4) times per year: on the first Monday of each calendar quarter at a time and place designated by the Committee. The meetings will comply with the Ralph M. Brown Act (Government Code 54950, et seq.) including notice of special meetings, as required.

B. **SPECIAL MEETINGS:** Meetings other than regular meetings may be called by the Chairperson, the Board of Supervisors, or upon request of three (3) members of the Committee, the location of a special Committee meeting shall be determined and designated by the Committee at least twenty-four hours prior to such meeting.

C. **QUORUM:** Three (3) members of the Committee in attendance shall constitute a quorum for the purposes of transacting business of the Committee. Actions of the Committee shall be by a majority vote of all regular voting members present after a quorum has been established. All voted actions of the Committee shall be recorded by the secretary and kept as a permanent record of the Commission.

In the event a regular voting member is absent, and the alternate member is present, the alternate member will sit in the absent regular voting member's place and count toward the creation of a quorum. The alternate member may exercise all power and authority held by the absent regular member, except authority conferred on that member as an officer. A non-voting member in physical attendance does not count toward the creation of a quorum.

D. REPORT OF COMMITTEE ACTIONS Committee Actions will be reported as follows:

1. Within two (2) weeks of a committee meeting the Chairman shall develop a Report of Committee Action. The report shall include the date of the meeting, the specific language of actions taken, a tally of the votes taken, and such background and discussion information the Chairman deems appropriate. The report shall be forwarded to

    a. the office of Inyo County Public Works for distribution to the Public Works Director;
    b. the Clerk of the Board of Supervisors for distribution to members of the Board of Supervisors; and
    c. the Airport Manager for posting at the Airport bulletin board.

2. By a majority vote, the committee may authorize the Public Works Director, Chairman, or his designee, and up to one additional committee member, to present a report of committee action at a Board of Supervisors meeting.

E. ATTENDANCE. Regular attendance at meetings is expected of all Committee members. Any Committee member who fails to attend three (3) consecutive meetings, unless excused by the Committee, may be subject to dismissal. In that event, the Committee shall consider whether to recommend that the Board of Supervisors remove the member. If the Committee votes to make such a recommendation, the Secretary shall convey that decision and recommendation, and the reason therefor, to the Board of Supervisors for consideration and action.

F. ADOPTION OF BYLAWS. Following adoption of these amended Bylaws by Committee, these bylaws may be repealed or amended by a vote of at least three members at any meeting of the Committee subject to ratification by the Board.

PASSED AND ADOPTED by the Northern Inyo County Airport Advisory Committee, this ____ day of _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
CHAIRPERSON,
NORTHERN INYO AIRPORT ADVISORY COMMITTEE

Attest:

By: _____
DAVE PATTERSON
SECRETARY

s/Depts/PublicWks/Airport/AirportAdvBy-laws 101113

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: Bill Lutze, Sheriff / Kevin Carunchio, County Administrator

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Request that your Board approve a Proclamation designating November 20, 2013 as National GIS Day.

DEPARTMENTAL RECOMMENDATION:

Request the Board:

1) Declare November 20, 2013 as National GIS Day, and;
2) Authorize the Chairperson to sign the official Proclamation.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The first formal GIS Day took place in 1999, as a mechanism for people to learn about geography and the use of geographic information systems (GIS). As GIS Day evolved, it became a good initiative for schools, businesses, and the general public to showcase real-world applications of GIS. GIS Day is now a global event and usually takes place the third week in November on a Wednesday during Geography Awareness Week.

GIS is being used in Inyo County by various departments including Assessor, Road, Public Works, Information Systems, Water Department, Health and Human Services, County Clerk Recorder, Disaster Services and Law Enforcement as well as Ambulance and Fire services. Each respective department has their own individual uses and applications. One of the overarching goals for a GIS day forum is to incorporate all of the different uses under one roof so we can showcase the various applications of GIS and build and mature the GIS community.

ALTERNATIVES:

None

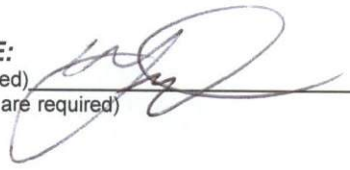
OTHER AGENCY INVOLVEMENT:

Various County and City of Bishop Departments

FINANCING: None

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.)* ✓ Margaret Kemp-Williams Approved: ✓ Date 09/25/13
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:
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



Date: 10-2-13

PROCLAMATION BY THE INYO COUNTY BOARD OF SUPERVISORS DESIGNATING THE TWENTIETH OF NOVEMBER, 2013 AS GIS DAY

WHEREAS, geography has played a defining role in settlement, history, and cultural heritage of Inyo County, our Nation, and humanity; and

WHEREAS, the management, use, and exchange of geographic information is essential for effective decision making; and

WHEREAS, Geographic Information Systems (GIS) technologies are a powerful tool for supporting emergency services, homeland security, economic development, environmental protection, crime mapping, healthcare, long-range planning, and much more; and

WHEREAS, there is a need to promote GIS awareness, education, and technical training among various groups to appropriately and effectively utilize this rapidly developing technology; and

WHERAS, having a day of GIS activities open to students, citizens, and government leaders will help achieve greater awareness of the benefits of GIS.

NOW, THEREFORE, I Linda Arcularius, Chairperson, Inyo County Board of Supervisors, by virtue of the authority vested in me by the laws of Inyo County do hereby proclaim November 20, 2013 as GIS Day.

_____

Signature

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: County Administrator – Information Services

FOR THE BOARD MEETING OF: **November 5, 2013**

SUBJECT: Verizon Customer Specific Arrangement

DEPARTMENTAL RECOMMENDATION:

Request your Board accept an Arrangement with Verizon for landline telephone service and related services (such as voice mail) resulting in an operating cost to the County of approximately $132,000 for a period of one year from the "Effective Date" (when both the County of Inyo and an authorized Verizon representative have executed the document) contingent on adoption of future budgets for fiscal years covered by term of Arrangement; and B) Authorize the Chairperson to sign.

SUMMARY DISCUSSION:

The County of Inyo contracts landline telephone services with Verizon. Historically, the County has entered into services agreements with Verizon which affords the County the lower cost Intrastate Detariffed Services rates rather than the higher cost tariffed services rates. Approximately 600 Verizon Centranet communication lines are presently charged to the County.

Verizon has proposed a one-year term with a monthly base line cost increase from $13.37 to $14.01, programming services increased from $2.75 to 2.95 and voicemail services remaining $4.00 resulting in increased cost of approximately $500 annually. Due to the dynamic nature of phone line installations, relocations and terminations, an annual cost estimate of $132,000 is provided rather than a not to exceed amount.

ALTERNATIVES:

Information Services is not able to recommend any viable alternative providers at this time. Alternatives to the recommended one year Arrangement term include no agreement/arrangement in which case the monthly base charge would increase to approximately $28.00 per-line.

OTHER AGENCY INVOLVEMENT:

All County agencies/departments are affected.

FINANCING:

The cost of the lines and services paid for by Information Services through June 30, 2014 are included in the requested Information Services budget [011801-5351] for FY2013-14. Funding for the portion of the Arrangement that falls within future years budgets will be requested in that Information Services budget proposal. All non-General Fund budget units that use telephone lines are responsible for securing an appropriate budget amount for the cost of the lines and services they use. Some General Fund budgets pay their phone bills directly and are responsible for securing an appropriate budget amount for the cost of the lines and services they use.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 10/30/2013
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 10/30/2013
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 10/30/2013

verizon

CUSTOMER SPECIFIC ARRANGEMENT
(Intrastate Detariffed Services – California)

Routing Code: 5V

Customer Name:	County of Inyo ("Customer")	Main Billing Tel. No:	(760) 878-0200
Address:	168 N Edwards St., Independence, CA 93526	Agreement No.	CM2013

Services. Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services, at the Customer locations identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, (the "Services") pursuant to this Agreement and Verizon's applicable ILEC Product Guide, for the service period stated herein (the "Service Period"). This Agreement and any Exhibit hereto shall become effective when executed by an authorized Verizon representative and an authorized representative of Customer (the "Effective Date"). Under no circumstances may Customer resell the Services being provided under the rates, terms and conditions of this Agreement. Each Verizon entity contracting under this Agreement is responsible only for the performance of the Services it is providing as set out in each Exhibit hereto and is not responsible for the performance of any other entity's obligations under this Agreement.

Customer Consent to Use of Customer Proprietary Network Information (CPNI). Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at **cpni-notices@verizonwireless.com** and **cpni-notices@verizonbusiness.com** of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

ILEC Product Guide. Verizon's provision of the Services hereunder shall be governed by Verizon's Incumbent Local Exchange Carrier Product Guide (located at http://www.verizon.com/tariffs) ("ILEC Product Guide") and this Agreement. The ILEC Product Guide is incorporated into the Agreement by this reference. In the event of a conflict between the terms and conditions of the ILEC Product Guide and this Agreement, the terms and conditions of this Agreement shall prevail. With respect to the documents of the Agreement, the terms and conditions of the Service Exhibit shall have the highest order of precedence. Verizon may modify the ILEC Product Guide at any time and such modifications will become binding on Customer as further described below. To the extent such changes are material (and other than changes related to governmental charges or any applicable taxes), Verizon shall notify Customer of such changes via a bill insert, as a message on Customer's bill, in a separate mailing, by email or by any other reasonable method at Verizon's discretion. Such changes will become effective no sooner than thirty (30) days after such notice is provided. In the event such changes materially and adversely affect Customer, Customer may terminate the affected Service without the application of termination liability by providing Verizon immediate written notice of Customer's request to terminate, unless within (30) thirty days after receipt of Customer's termination notice Verizon agrees to revise the change in such a manner as to remove the material adverse effect on Customer. Customer shall remain responsible for the payment for Services rendered until the effective date of the termination. Customer's continued use of the Service after the material change becomes effective constitutes Customer's acceptance of the change.

Customer Responsibilities. Customer agrees to provide Verizon with any access and support necessary for the implementation, maintenance and provision of the Services requested hereunder. Customer is responsible for taking all steps necessary to interconnect the Services at Customer's location(s) including ensuring proper interconnection with the facilities and equipment provided by Verizon, paying all costs associated with interconnection, securing any necessary licenses, right of ways and permits and providing proper space, electrical power, heating, ventilation and cooling. Verizon shall not be liable for any damages or losses caused by the failure

of equipment, inside wire or other facilities provided by Customer or a third party, and Customer shall be liable if such facilities cause damage to Verizon, its network, customers, equipment and/or Verizon's providers. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Service(s) and Verizon shall have no liability therefore.

Service or Term Period. Customer shall purchase such Services for a period of twelve (12) consecutive months from the in-service date. The in-service date shall be the date, after the Effective Date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

Charges and Payment. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, which shall be fixed during the Service Period, and shall also pay all applicable taxes, fees, and other applicable charges, including Federal End User Common Line Charges, charged pursuant to applicable law or regulations in connection with the Services. Taxes, fees and/or surcharges are subject to change without notice to Customer, except as may be required by law. Except as otherwise provided in the Agreement, if Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a).

Verizon shall invoice Customer monthly and payment will be due Net 30 days from the invoice date. Undisputed charges paid after the due date may be subject to late payment charges as set out in the ILEC Product Guide until Customer's account is current. Any back billing limitations otherwise applicable to the Services pursuant to the ILEC Product Guide shall not apply to the Services under this Agreement.

Unauthorized Use. Verizon shall not be liable for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services by Customer, Customer's employees, third parties or other members of the public. Customer shall remain responsible for such charges.

Indemnification. Customer agrees to defend, indemnify and hold Verizon, its employees, affiliates and agents, harmless from any and all losses, claims, demands, expenses (including reasonable attorney's fees), or any liability whatsoever, arising from any use of the Services by Customer or by person or entity permitted by Customer to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, or any combination of the Services with other products or services not provided by Verizon, any modification of the Services or any infringement of intellectual property.

Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE ILEC PRODUCT GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VERIZON KNEW OR SHOULD HAVE KNOW SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREES THAT THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED OR ILLEGAL USE OF THE SERVICE BY CUSTOMER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER THIRD PARTIES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

(A) FOR DAMAGES DUE TO FAILURES OR DISRUPTION IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;

(B) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;

(C) FOR INDEMNITY, THE REMEDIES SET FORTH IN THE SECTION ABOVE TITLED INDEMNIFICATION;
(D) FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;
(E) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

NOTHING IN THIS SECTION SHALL LIMIT CUSTOMER'S LIABILITY TO VERIZON FOR ANY AND ALL CHARGES INCURRED FOR SERVICES.

Termination of Services. Verizon may discontinue or limit use of the Services by Customer for non-payment, non-compliance with Verizon's rules of use, fraudulent use, and other conditions as provided in the Verizon California Inc. General Exchange Tariff, Schedule D&R, Rule No. 11, as incorporated herein.
Termination of the Services, for any cause, shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

Performance Excused. No liability, including but not limited to refund of Service charges, shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130, Email: notice@verizonbusiness.com with a copy to Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President Legal. Notices shall be deemed effective five business days after such mailing.

Additional Provisions

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.
b. Service Continuation. If, at the time of expiration of the Service Period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services as installed and configured at the time of expiration of the Service Period will continue to be provided under the rates, terms and conditions of this Agreement on a month-to-month basis (the "Extended Service Period"). During the Extended Service Period, the Customer may add such Service components as are available solely on a month-to-month basis at the agreed-upon rates as set out in this Agreement, but no other Service additions, changes or moves may be made under this Agreement during the Extended Service Period. During the Extended Service Period, this Agreement shall be deemed terminated without the assessment of termination liability charges under either of the following circumstance: (i) upon the in-service date of a new agreement with Verizon for the Services, this Agreement shall be deemed superseded and terminated, or (ii) either party may terminate the Agreement by providing at least 30 days written notice.
c. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities and provide such Services only upon mutual written agreement of the parties to such additional facility charges. If Customer does not agree to pay such additional charges, then Verizon will be excused from providing the affected Service. If no Service can be provided, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.
d. Non-Appropriation of Funds. Notwithstanding any provision of the Agreement to the contrary, Customer and Verizon agree that in the event that Customer reasonably anticipates that it will not be able to budget funds for any fiscal year(s) subsequent to the Customer's initial fiscal year during the term of this agreement to continue payments due under the Agreement and Customer further reasonably anticipates that it will have no legally

available funds for the purchase of services to perform functions similar to those performed by this Agreement, Customer may terminate the Agreement effective at the end of Customer's then fiscal year by giving thirty (30) days written notice to Verizon and enclosing therewith a statement signed by the Chairperson of the County's Board of Supervisors or his designee that the foregoing conditions exist. In this event of non-appropriation of funds, Customer shall not be obligated make payments beyond the end of the then current fiscal year.

Miscellaneous

(a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) Either party's failure to enforce any of the provisions of the ILEC Product Guide or the Agreement or to exercise any right or option is not a waiver of any such provision, right or option, and shall not affect the validity of the ILEC Product Guide or the Agreement. If any provision of the ILEC Product Guide or this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then the ILEC Product Guide and this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction, and the remaining terms and conditions of the ILEC Product Guide and the Agreement shall continue to apply as necessary to reflect the original intention of the parties.

(d) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(e) Services are offered in locations where made available by Verizon in its sole discretion.

(f) The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.

The ILEC Product Guide, and this Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) constitute the entire agreement between the parties with respect to the Services and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

Customer must sign and date this Agreement on or before June 30, 2014, or the proposed Service arrangement and pricing will no longer be available.

AGREED AND ACCEPTED:

COUNTY OF INYO (Customer)	VERIZON BUSINESS NETWORK SERVICES INC., on behalf of VERIZON CALIFORNIA INC.
By _____	By _____
Name/title_____	Name/title_____
Date _____	Date _____

Exhibit A

Verizon Company Name: Verizon California Inc. (referred to in this Exhibit as "Verizon")
State: California
Customer name: County of Inyo
CSO Case No.: CM2013

Verizon shall provide CentraNet® and CentraNet® Voicemail Box Service(s) to Customer pursuant to this Agreement at the following rates, terms and conditions:

Description of CentraNet® and CentraNet® Voicemail Box Service(s):
CentraNet® Service is an arrangement whereby certain basic and optional features are provided from central office switching equipment located on Verizon's property. A CentraNet® station line cannot be used in lieu of a DID-DOD trunk or PBX trunk. CentraNet® Voicemail Box Service is a communication system located in a Verizon central office allowing users to have calls answered when their line is busy or not answered. Customer can then retrieve messages from anywhere and process by saving, forward to another Verizon voicemail user, or erasing.

Description of Business Line – Measured Rate Service:
Business Line – Measured Rate Service is a telephone service providing a single analog communication circuit between the local end office (Class 5 switch) and the customer's telephone, key system, fax machine, or modem.

Location of Business Line – Measured Rate, CentraNet® and CentraNet® Voicemail Box Service(s):
Business Line – Measured Rate, CentraNet® and CentraNet® Voicemail Box Services shall be provided at the Billing Telephone Numbers (BTNs) and locations identified in Attachment 1 to Exhibit A. Upon written request, Customer may subscribe to additional lines of Service or features at the Locations identified herein or at additional locations. Provided Verizon has suitable facilities available to provide such additional Service at costs substantially similar to the cost to provide the Service initially requested herein, Verizon will provide such Service at the same Monthly Rate per Line or feature hereunder, plus applicable ILEC Product Guide installation charges, and no written amendment to the Agreement will be necessary. If a different Monthly Rate per Line or feature is required by Verizon, then Verizon will determine the applicable rate and present it to Customer for its consideration. Verizon shall not be required to provide any such additional Services until and unless both parties mutually agree to any such different Monthly Rate per Line or feature via an amendment to the Agreement. The Service Period for all such additional lines of Service, or additional services or features, shall be coterminous with the Service Period set forth herein unless otherwise agreed in writing.

1. Charges:

A. Monthly Recurring Charges (MRC).

For Customer Locations in the fGTE Local Exchange Service Areas (Company Code: GTCA)

Initial Order Quantity	Monthly Recurring Charge Items	Per Line Charge
0	CENTRANET® LINE	$11.27
0	FEATURE PAK 1000	$2.00
0	FEATURE PAK 2000	$2.95
0	FEATURE PAK 3000	$3.75
0	CENTRANET® VOICEMAIL BOX	$4.00

For Customer Locations in the fContel Local Exchange Service Areas (Company Code: CTCA)

Initial Order Quantity	Monthly Recurring Charge Items	Per Line Charge
600	CENTRANET® LINE	$14.01
22	FEATURE PAK 1000	$2.00
578	FEATURE PAK 2000	$2.95
0	FEATURE PAK 3000	$3.75
164	CENTRANET® VOICEMAIL BOX	$4.00

See Appendix 1 for a listing of the exchanges located in the fGTE and fContel Local Exchange Service Areas.

The above charges do not include Federally mandated end user common line charges (EUCL), any applicable local, state, or federal governmental or regulatory charges, fees, taxes, surcharges, or other ILEC Product Guide charges. For Service in the fGTE Local Exchange Service Areas, the EUCL in the Verizon Telephone Companies Tariff FCC No. 14, Section 13 will be applied. For Service in the fContel Local Exchange Service Areas, the EUCL in the Verizon Telephone Companies Tariff FCC No. 16, Section 4 will be applied.

Charges for any other additional CentraNet® and/or CentraNet® Voicemail features ordered by Customer are taken from Verizon's ILEC Product Guide, and are subject to change.

B. **Non-Recurring Charges (NRC)**. NRC installation charges do not apply for existing installed service. NRCs for initial installation, moves, and changes, including line additions will be assessed from the applicable ILEC Product Guide.

2. **Minimum Commitment and Shortfall.** Customer is required to subscribe to a monthly minimum of 151 CentraNet® Lines during the Service Period (the Minimum Line Commitment). Verizon will review Customer's account periodically; for each month in the preceding year that the actual number of Lines in service is less than the Minimum Line Commitment, a shortfall charge will apply ("Shortfall Charge"). The Shortfall Charge will be equal to the Line rate times the difference between the Minimum Line Commitment minus the number of Lines in service for the relevant month(s). Any such Shortfall Charge shall be due and payable in one lump sum as set out in the invoice issued to Customer. Lines may be canceled and disconnected during the Service Period without any Shortfall Charge provided in any given month Customer does not fall below the Minimum Line Commitment. Shortfall Charges shall not be assessed during the Extended Service Period as defined above.

3. **Termination Liability.** Termination Liability applies to all Service installed under this contract. If for any reason Customer terminates or discontinues the Service prior to the expiration of the Term Period, at the time of discontinuance or termination, Customer shall pay a Termination Charge equal to twenty-five percent (25%) of the monthly rates and charges set forth above, times the quantity of Services terminated, times the number of months remaining in the Term Period. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Customer shall not be assessed Termination Charges if an exception to Termination Liability in the ILEC Product Guide applies. Any Termination Liability is due and payable in one lump sum as set out in the invoice issued to Customer.

Attachment 1 to Exhibit A

BTN	Service Address
(760) 872-0900	163 MAY ST BISHOP CA 93514 2709
(760) 872-0917	2672 IRENE WAY BISHOP CA 93514 3030
(760) 872-1169	163 MAY ST BISHOP CA 93514 2709
(760) 872-1394	920 N. MAIN ST BISHOP CA 93514 2406
(760) 872-1623	568 W. LINE ST BISHOP CA 93514 3313
(760) 872-1727	162 GROVE ST STE J BISHOP CA 93514 2652
(760) 872-1885	568 W. LINE ST BISHOP CA 93514 3313
(760) 872-2596	301 W. LINE ST BISHOP CA 93514 3440
(760) 872-2632	568 W. LINE ST BISHOP CA 93514 3313
(760) 872-2900	163 MAY ST BISHOP CA 93514 2709
(760) 872-2908	163 MAY ST BISHOP CA 93514 2709
(760) 872-2971	703 AIRPORT RD BISHOP CA 93514 3609
(760) 872-2974	163 MAY ST BISHOP CA 93514 2709
(760) 872-3125	703 AIRPORT RD BISHOP CA 93514 3603
(760) 872-4005	912 N. MAIN ST BISHOP CA 93514
(760) 872-4052	873 N. MAIN ST STE 219 BISHOP CA 93514 2433
(760) 872-4111	912 N. MAIN ST BISHOP CA 93514
(760) 872-4126	110 SUNLAND RES RD BISHOP CA 93514
(760) 872-4568	350 LAGOON ST BISHOP CA 93514 3406
(760) 872-4950	912 N. MAIN ST BISHOP CA 93514 2406
(760) 872-5591	162 GROVE ST SUITE J BISHOP CA 93514 2640
(760) 872-6046	162 GROVE ST STE J BISHOP CA 93514 2652
(760) 873-3253	163 MAY ST BISHOP CA 93514 2709
(760) 873-3258	163 MAY ST BISHOP CA 93514 2709
(760) 873-3262	166 GRANDVIEW LN BISHOP CA 93514 2984
(760) 873-3659	230 W. LINE ST BISHOP CA 93514 3411
(760) 873-4733	3236 W. LINE ST BISHOP CA 93514 2150
(760) 873-4937	3236 W. LINE ST BISHOP CA 93514 2150
(760) 873-5115	210 ACADEMY AV BISHOP CA 93514 2602
(760) 873-5123	164 GRANDVIEW LN BISHOP CA 93514 2984
(760) 873-5240	506 PARK AVE BISHOP CA 93514 2440
(760) 873-5535	703 AIRPORT RD BLDG 14 BISHOP CA 93514 3609
(760) 873-5577	163 MAY ST BISHOP CA 93514 2709
(760) 873-5587	701 S. MAIN ST BISHOP CA 93514 3426
(760) 873-5888	162 GROVE ST STE J BISHOP CA 93514 2652
(760) 873-5894	162 GROVE ST BISHOP CA 93514 2651
(760) 873-6364	162 GROVE ST STE J BISHOP CA 93514 2652
(760) 873-6453	568 W. LINE ST BISHOP CA 93514 3313
(760) 873-6533	162 GROVE ST SUITE J BISHOP CA 93514 2640
(760) 873-6657	230 W. LINE ST BISHOP CA 93514 3411
(760) 873-7209	230 W. LINE ST BISHOP CA 93514 3411
(760) 873-7456	162 GROVE ST STE J BISHOP CA 93514 2652
(760) 873-7850	207 W. SOUTH ST BISHOP CA 93514 3407
(760) 873-7852	207 W. SOUTH ST BISHOP CA 93514 3407
(760) 873-7853	207 W. SOUTH ST BISHOP CA 93514 3407
(760) 873-7854	207 W. SOUTH ST BISHOP CA 93514 3407
(760) 873-7858	207 W. SOUTH ST BISHOP CA 93514 3407
(760) 873-7860	207 W. SOUTH ST BISHOP CA 93514 3407
(760) 873-7863	207 W. SOUTH ST BISHOP CA 93514 3492

BTN	Service Address
(760) 873-7866	207 W. SOUTH ST BISHOP CA 93514 3407
(760) 873-7868	207 W. SOUTH ST BISHOP CA 93514 3407
(760) 873-7879	207 W. SOUTH ST BISHOP CA 93514 3407
(760) 873-7887	301 W. LINE ST BISHOP CA 93514 3440
(760) 873-8039	130 SHORT ST BISHOP CA 93514 3538
(760) 873-8045	536 N. SECOND ST BISHOP CA 93514 2810
(760) 873-8481	350 LAGOON ST BISHOP CA 93514 3406
(760) 876-1136	210 WASHINGTON ST LONE PINE CA 93522
(760) 876-1147	380 N. MT WHITNEY DR LONE PINE CA 93545
(760) 876-4154	325 S. MAIN ST LONE PINE CA 93545
(760) 876-4205	210 N. WASHINGTON ST LONE PINE CA 93545
(760) 876-4574	126 N. WASHINGTON ST LONE PINE CA 93545
(760) 876-4664	160 N. LONE PINE AV LONE PINE CA 93545
(760) 876-5031	WASHINGTON ST S. LONE PINE CA 93545
(760) 876-5545	380 N. MT WHITNEY DR LONE PINE CA 93545
(760) 876-5559	210 W. SOUTH ST LONE PINE CA 93545
(760) 876-5606	726 N. MAIN ST LONE PINE CA 93545
(760) 876-5710	380 N. MT WHITNEY DR LONE PINE CA 93545
(760) 876-8508	138 N. JACKSON ST LONE PINE CA 93545
(760) 878-0001	135 S. JACKSON ST INDEPENDENCE CA 93526
(760) 878-0200	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0202	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0213	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0216	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0222	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0229	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0230	136 S. JACKSON ST INDEPENDENCE CA 93526
(760) 878-0238	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0241	155 E. MARKET ST INDEPENDENCE CA 93526
(760) 878-0251	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0258	155 S. GRANT ST INDEPENDENCE CA 93526
(760) 878-0263	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0270	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0274	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0278	750 S. CLAY ST INDEPENDENCE CA 93526
(760) 878-0280	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0286	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0291	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0295	224 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0300	155 E. MARKET ST INDEPENDENCE CA 93526
(760) 878-0302	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0310	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0350	201 MAZOURKA CNYN RD INDEPENDENCE CA 93526
(760) 878-0360	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0366	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0370	550 S. CLAY ST INDEPENDENCE CA 93526
(760) 878-0375	224 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0379	550 S. CLAY ST INDEPENDENCE CA 93526
(760) 878-0383	550 S. CLAY ST INDEPENDENCE CA 93526
(760) 878-0390	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0396	205 S. EDWARDS ST INDEPENDENCE CA 93526

BTN	Service Address
(760) 878-0415	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0436	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0492	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-0497	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-1867	134 N. WASHINGTON ST INDEPENDENCE CA 93526
(760) 878-2333	550 S. CLAY ST INDEPENDENCE CA 93526
(760) 878-2383	168 N. EDWARDS ST INDEPENDENCE CA 93526
(760) 878-2426	555 S. CLAY ST INDEPENDENCE CA 93526
(760) 938-2024	215 N. SCHOOL ST BIG PINE CA 93513
(760) 938-2307	150 DEWEY ST BIG PINE CA 93513
(760) 938-2420	500 S. MAIN ST BIG PINE CA 93513
(760) 938-2715	COUNTY RD BIG PINE CA 93513
(760) 938-2996	SUGARLOAF RD BIG PINE CA 93513
(760) 938-3071	500 S. MAIN ST BIG PINE CA 93513
(760) 938-3118	121 DEWEY ST BIG PINE CA 93513

Appendix 1 – fGTE and fContel Exchange List

Exchanges within the fGTE Local Serving Areas

Alamitos	Grant Grove	Marshall	San Bernardino
Anza D.A.	Guadalupe	Mentone	San Fernando -
Arrowhead	Hemet -	Miramonte - Pinehurst	San Fernando D.A.
Azusa-Glendora	Hemet D.A.	Monrovia	San Gabriel Canyon
Badger	Hi Vista	Moreno	San Jacinto D.A.
Banning-Beaumont	Homeland D.A.	Morgan Hill	Santa Barbara
Calimesa	Homestead Valley	Morongo Valley	Santa Maria
Camarillo	Huntington Beach	Murrieta	Santa Monica-
Carpinteria	Idyllwild	Newbury Park	Santa Monica D.A.
Chino	Indio	Norwalk	Santa Paula
Claremont-San San Dimas	Joshua Tree	Novato	Santa Ynez
Conejo	Kenwood	Ontario	Sepulveda D.A.
Covina-Baldwin Baldwin Park	La Habra	Oxnard	Sierra Madre
Crestline	La Puente	Pacoima D.A.	Somis
Desert Center	Laguna Beach	Palm Desert	Squaw Valley
Desert Hot Springs	Lake Hughes	Palm Springs	Sun City
Diamond Bar	Lakeview - Nuevo	Perris	Sunland - Tujunga
Downey	Lakewood	Pico Rivera	Temecula
Dunlap	Lancaster	Pinyon	Thousand Oaks
Eagle Mountain	Lindsay	Point Mugu	Twentynine Palms
El Rio	Lompoc	Pomona	Upland
Elsinore	Long Beach	Redlands	West Los Angeles
Etiwanda	Los Alamos	Redondo	Westminster
Fowler	Los Gatos	Reedley	Whittier
Gaviota	Malibu	Sage D.A.	Yucca Valley
Granada Hills D.A.	Mar Vista D.A.	Salton City	

Exchanges within the fContel Local Serving Areas

Adelanto D.A.	Crowley Lake	Lemon Cove	Running Springs
Alpaugh	Cuyama	Lenwood	San Joaquin
Apple Valley D.A.	Dos Palos	Linden	San Miguel
Barstow -	El Mirage	Lone Pine	Sanger
Barstow D.A.	Exeter	Lost Hills	Sea Ranch D.A.
Benton Station	Farmington	Lucerne Valley	Sherwood Ranch D.A.
Berrenda Mesa	Fort Irwin	Mad River	Snelling
Big Bear City	Garberville	Mammoth Lakes	Summit Valley
Big Bear Lake	Gilroy	Manteca	Taft
Big Pine	Glennville	McFarland	Timbercove -
Bishop	Hayfork	McKittrick	Tivy Valley
Boron	Hesperia D.A.	Newberry	Trona
Bridgeport	Hoopa	Olancha	Victorville -
Buttonwillow	Independence	Orleans	Victorville D.A.
California City	Inyokern	Parkfield	Weaverville
California Hot Springs	June Lake	Phelan D.A.	Weimar D.A.
Cazadero	Kernville	Piercy	Weldon
Clements	Knights Landing	Pine Creek	Whitethorn
Colfax -	Lake Isabella	Randsburg	Willow Creek
Colfax D.A.	Laytonville -	Ridgecrest	Wrightwood -
Corcoran	Lee Vining	Ripon	Yermo D.A.
Covelo	Leggett	Robbins	

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: Inyo County Free Library

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Holiday Library Closure

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize that library branches may close on Saturday, November 30, 2013 because of the Thanksgiving holiday.

SUMMARY DISCUSSION:

This request is made to allow library staff to spend Thanksgiving weekend with their families. Library branches will be open on Wednesday, November 27, 2013. All library branches will continue to be closed on all regular Inyo County holidays.

ALTERNATIVES:

If your Board does not authorize the requested closure, library branches will be open for the regularly scheduled Saturday hours after Thanksgiving.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

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.)* N/A Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* 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: Nancy Masters
(Not to be signed until all approvals are received) _____ Date: 10/29/13
(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
12

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

FROM: Motor Pool

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Purchase of FY 2013/2014 Motor Pool Vehicles

DEPARTMENTAL RECOMMENDATION: Request your Board, A) award a bid to Eastern Sierra Motors of Bishop as the low bidder for the purchase of the following vehicle: One (1) 2014 Ford Expedition in the amount of $38,109.91. Raceway Ford did have the lowest bid, but Eastern Sierra Motors gains the bid when given the 8% credit for local business.

SUMMARY DISCUSSION: Motor Pool sought bids for the purchase of this vehicle from several vendors: Eastern Sierra Motors of Bishop, Perry Motors of Bishop, Raceway Ford of Riverside, Downtown Ford of Sacramento, Jim Charlon Ford of Ridgecrest, Penske Chevrolet of Cerritos, Hunter Dodge of Lancaster and David Wilson's Ford of Orange. All of these vehicles will replace vehicles that have met the Motor Pool Replacement Criteria, that being age, high mileage, excessive costs from repairs or dependability.

Bid Summary:

Eastern Sierra Motors	$38,109.91	All other bidders: No response
Perry Motors	$46,765.27	
Raceway Ford	$36,945.83	

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

ALTERNATIVES: Your Board approved the expenditure of $450,800 for the purchase of vehicles for fiscal year 2013/2014. Your Board could choose not to award the bids and not purchase the vehicles at this time. It is not Staff's recommendation due to the fact that the vehicles are intended to replace aging, high mileage vehicles. Motor Pool personnel have evaluated each vehicle and have determined that the vehicles to be replaced meet or exceed the Motor Pool Replacement Policy criteria, that being high mileage, age and/or excessive repairs.

FINANCING: The vehicles recommended for purchase have been included in the 2013/2014 Motor Pool Budget 200100, Object Code 5655.

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.)* Margaret Kemp-Williams Approved: ✓ Date 10/22/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: ✓ Date 10/23/2013
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 10/28/13

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Accept a donation of $20,000 to the Eastern California Museum from the Robert A. Hudson 2004 Trust.

DEPARTMENTAL RECOMMENDATION: Request your Board accept a donation of funds totalling $20,000 on behalf of Inyo County and the Eastern California Museum.

SUMMARY DISCUSSION: Chapter 6.26.020 of the Inyo County Code outlines the policy for "Acceptance of Personal Property, Including Money, Donated to the County," and states any donation that exceeds $10,000 in value must be accepted by the Board of Supervisors.

In November of 2012, the Eastern California Museum was notified it was one of the Beneficiaries of the Robert A. Hudson 2004 Trust. County Counsel's Office requested and obtained pertinent portions of the Trust documents. In July of 2013, the Eastern California Museum received a check in the amount of $15,000 as "the first distribution to beneficiaries." Michael Nelligan, the Trustee, noted that "there will be more distributions, although not necessarily in the same amount."

In October of 2013, the Eastern California Museum received a check for $20,000 as the "second distribution" from the Trust. Again, the donation had no restrictions placed on the use of the funds. The $20,000 was deposited in the Museum Trust Account for the Eastern California Museum (Budget #507001, Object #4951) on Oct. 21, 2013. The Trust Account is separate from the Museum's General Fund Operating Account.

Mr. Hudson retired to Independence and lived on East Market Street for more than three decades. Distributions from his Trust were made to six other nonprofit organizations and one individual.

ALTERNATIVES: The Board could not accept the donation. This is not recommended.

OTHER AGENCY INVOLVEMENT: County Administrator, County Counsel, Treasurer, Auditor/Controller.

FINANCING: There is no cost to the county.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 10-24-13

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
14

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator
BY: Kelley Williams

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Approval of Amendment #9 to the Exclusive Negotiation Agreement (ENA) for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to November 30, 2013

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize the County Administrator to execute Amendment #9 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to November 30, 2013 contingent upon appropriate signatures being obtained.

SUMMARY DISCUSSION:

On October 1, 2013, your Board approved Amendment #8 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises, extending the Phase I Expiration date to November 5, 2013. In addition, staff gave a presentation to your Board to review the proposed Consolidated Office Building space/plan for a 45,365 or 43,600 sq.ft. building. During the presentation, your Board discussed a variety of sq.ft. changes and ultimately directed staff to update the space/plan fit for a building in the range of 41,000 to 43,000 sq.ft. range. It was anticipated that the final space plan would be presented to your Board for non-binding consideration on November 5, 2013.

Staff now anticipates presenting the new space/plan test fit documents to your Board for non-binding approval of the Design Review Phase identified in the Exclusive Negotiating Agreement on November 12th, or at the latest, November 26, 2013.

Therefore, staff recommends an additional extension to the Exclusive Negotiating Agreement to complete the Design Review process described above.

ALTERNATIVES:

Your Board could choose to take no action and/or not execute the amendment to the Exclusive Negotiation Agreement with Joseph Enterprises, however, this will terminate the ENA and essentially eliminate the current framework for proceeding with the consolidated building project development process.

OTHER AGENCY INVOLVEMENT:

Primary assistance in this process has been, and will be provided by the Inyo County Office of the County Counsel, and the Inyo County Public Works Department.

FINANCING:

Outside of additional staff time and associated consulting expense, there is no cost or binding obligation to the County associated with amending the Exclusive Negotiation Agreement with Joseph Enterprises.

As indicated above, there will be additional public discussion and actions required of your Board in advance of making any decision that is financially binding upon the County.

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.)* Margaret Lemp Williams ✓ Approved: _____ Date 10/25/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

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

AMENDMENT NUMBER 9 TO

THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN

THE COUNTY OF INYO AND JOSEPH ENTERPRISES

FOR CONSTRUCTION AND LEASING OF

INYO COUNTY CONSOLIDATED OFFICE BUILDING

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Joseph Enterprises (hereinafter referred to as "Developer"), have entered into an Exclusive Negotiation Agreement for the construction and leasing of an Inyo County Consolidated Office Building in Bishop dated September 6, 2011 (Extended to November 5, 2013 by Amendment #8)

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

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

County and Developer hereby amend such Agreement as follows:

Section 3.1.1 (TERM OF AGREEMENT) of the Agreement is amended to read in its entirety as follows:

> Phase 1 will continue until November 30, 2013 which is the Phase I Expiration Date. If by the Phase 1 Expiration Date, Developer has not signed and submitted a Proposed Term Sheet and Concept Plan approved by the Board (in the Board's sole determination), this Agreement shall automatically terminate, and the County and Developer agree that they shall have no further rights or obligations under this Agreement.

AMENDMENT NUMBER 9 TO

THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN

THE COUNTY OF INYO AND JOSEPH ENTERPRISES

FOR CONSTRUCTION AND LEASING OF

INYO COUNTY CONSOLIDATED OFFICE BUILDING

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

COUNTY OF INYO

By:_____

Dated:_____

DEVELOPER

By:_____
Signature

_____
Type or Print

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

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

FROM: County Administrator
BY: Kelley Williams

FOR THE BOARD MEETING OF: November 5, 3013

SUBJECT: Approval of Amendment #8 to the Contract Between the County of Inyo and Gruen Gruen + Associates

DEPARTMENTAL RECOMMENDATION

Request your Board Approve Amendment #8 to the Contract between the County of Inyo and Gruen Gruen + Associates reducing the contract amount by $61,250 for a total amount not to exceed of $360,000 and amending Attachment B – Schedule of Fees to include the new hourly rates as indicated and authorize the County Administrator to sign, contingent upon appropriate signatures being obtained.

SUMMARY DISCUSSION

The County entered into a contract with Gruen Gruen + Associates (GGA) in 2010 to provide for socioeconomic impact analysis services. GGA has provided valuable services to the County in analyzing the cost of impacts to County services and programs from the Hidden Hills Solar Energy Generating System (HHSEGS) project in Charleston View and now, the City of Los Angeles' Solar Ranch project in the southern Owens Valley. On August 7, 2012, your Board approved Amendment #5 increasing the contract amount by $161,250 – of which $111,250 of the total increase belonged to the Planning Budget #023800 for GGA's role in reviewing, analyzing and preparing comments regarding the California Energy Commission's Preliminary Staff Assessment for the HHSEGS project. When the HHSEGS project was pulled, the additional $111,250 that was added to the GGA contract from the Planning budget became unnecessary and was therefore disencumbered at the end of the 2012-2013 fiscal-year.

On June 25, 2013 your Board amended the GGA contract again to extend the contract term and augment the scope of work to secure GGA services to analyze the socioeconomic impacts of the proposed listing and critical habitat for three amphibian species in the Sierra Nevada. The augmented scope falls under the fiscal responsibility of the Natural Resources Budget #010204. Therefore, to keep the GGA contract fiscally clean, it is necessary to inform your Board that we would like to reduce the GGA contract by the $111,250 which was the Planning Budget obligation, and at the same time increase the GGA contract by $50,000 which is the Natural Resources Budget obligation. The $111,250 reduction and the $50,000 addition results in the overall reduction of $61,250 from the total contract amount not to exceed.

ALTERNATIVES

Your Board could choose not to amend the contract with GGA, however, this is not recommended. GGA's work is critical in ensuring the County's interests are fully represented.

OTHER AGENCY INVOLVEMENT

US Fish and Wildlife Service, Inyo National Forest, and other impacted agencies.

FINANCING

The additional $50,000 funds for this work is included in the Board approved FY 2013-2014 Natural Resource (Budget 010204), Professional Services (Object Code #5265). The contract amount reduction will have no impact on the FY 2013-2014 Board approved budget because the $111,250 from the Planning budget was disencumbered in FY 2012-2013.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp Williams Approved: V Date 10/31/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 10/30/2013
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 10-29-2013

AMENDMENT NUMBER 8 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gruen Gruen + Associates
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gruen Gruen + Associates, of San Francisco, California, (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of Independent Contractor Services dated October 26, 2010, on County of Inyo Standard Contract No. 123, for the term from October 26, 2010 to June 30, 2014.

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

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

County and Contractor hereby amend such Agreement as follows:

3. CONSIDERATION.

E. 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 Three hundred sixty thousand dollars ($360,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services of work performed, including travel or per diem, which is in excess of the contract limit.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND
GRUEN GRUEN + ASSOCIATES

SCHEDULE OF FEES

1. COMPENSATION

A) County shall pay Contractor for hours expended by personnel employed or retained by Contractor to complete tasks outlined in Attachment A – Scope of Work at the rate specified below for each person. County shall pay Contractor for all expenses incurred by the Contractor incident to completing any task specified in the Scope of Work.

BILLING RATES
(through December 31, 2014)

Staff	Standard Hourly $
Dr. Claude Gruen, Principal Economist	350.00*
Nina Gruen, Principal Sociologist	350.00*
Aaron Gruen, Principal	225.00
Debra Jeans, Principal	225.00
Andrew Ratchford, Senior Associate	125.00
Research Assistants	80.00- 100.00
Support	
Judy Lofton, Administrative Assistant	100.00
Interviewers and Coders	Twice hourly rates
Testimony and Deposition Rate	25% over standard rate for deposition or court testimony with no split days

* The firm's two principals ,Nina Gruen and Dr. Claude Gruen, discount their standard rate of $400 by $50 to $350 per hour for public sector or nonprofit clients.

B) Contractor will be paid for travel time at the rate of Fifty Dollars ($50) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

The effective date of this Amendment to the Agreement is _____.
All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 8 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gruen Gruen + Associates
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By:_____

Dated:_____

CONTRACTOR

By: Claude Gruen
Signature

Claude Gruen, President
Gruen Gruen + Associates
A California Corporation

_____
Type or Print

Dated: October 25, 2013

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
14

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

FROM: Marvin Moskowitz, Director, Environmental Health Services

FOR THE BOARD MEETING OF: **November 5, 2013**

SUBJECT: Request Approval of Local Primacy Delegation Agreement, the Grant Funding Agreement and the Fiscal Agent Agreement Between the County of Inyo and the California Health and Human Services Agency, Department of Public Health ; and Request Approval of the Fiscal Agent Agreement and designate the Inyo County Auditor as the Fiscal Agent.

DEPARTMENTAL RECOMMENDATION:

Approve the Local Primacy Delegation Agreement, the Grant Funding Agreement and the Fiscal Agent Agreement between Inyo County and California Health and Human Services Agency, Public Health Department, in order to allow the Inyo County Department of Environmental Health Services Department to continue as the Local Primacy Agency (LPA) for the regulation of the Small Public Water System program, and to designate the Inyo County Auditor as the Fiscal Agent.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Department of Environmental Health Services has been the LPA for more than two decades, and has regulated the small water system program in Inyo County for many decades before official LPA designation. A new delegation agreement has been offered by the State for those counties wishing to continue as LPA. As part of the new agreement, a grant funding agreement has been offered to those counties wishing to continue as LPA. This one time grant will be in the amount of approximately $228,000 and is contingent upon meeting milestones designated in the agreement.

ALTERNATIVES:

An alternative would be to not enter into the agreements, to give the small public water system program (LPA) back to the State and decline the $228,000 grant.

OTHER AGENCY INVOLVEMENT:

California Health and Human Services Agency, Department of Public Health.

FINANCING:

Approval of this request would provide grant funding of $228,000 to the drinking water program. There is no cost to the County.

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.)* Margaret Kemp-Williams Approved: ✓ Date 10-24-2013
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 10-24-2013
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) Mary Mahood Date: 10/24/13

FISCAL AGENT AGREEMENT

This FISCAL AGENT AGREEMENT (this "Agreement") is entered into as of _____, 20___ (the "Effective Date") between the Inyo County Auditor ("Fiscal Agent") and the State of California Department of Public Health ("State"), who each hereby agrees as follows.

RECITALS

A. State has entered a Grant Funding Agreement with The County of INYO (the "County") under the Safe Drinking Water State Revolving Fund Law of 1997 (the "Funding Agreement"), whereby State has made or will make a one-time lump sum Grant payment to Fiscal Agent in the Grant Amount of $_____.__ (the "Grant").

B. The Funding Agreement requires or will require, among other things, that State engage the services of a fiscal agent to assist in holding and managing the Grant Amount in trust, and disbursing Grant funds to County upon instruction by State.

C. Fiscal Agent will establish and manage a deposit account number(s) _____ maintained by Fiscal Agent consisting of all funds now or hereafter deposited into such account(s) (collectively, the "Account").

D. In connection with the foregoing, State is requesting that Fiscal Agent enter into this Agreement in order to perform services as State's fiscal agent and manage the disbursement of Grant Amount in the Account pursuant to the terms of that certain Grant Funding Agreement between the parties of even date herewith (the "Grant Funding Agreement").

E. For valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "Business Day" means a day, other than a Saturday, Sunday or holiday on which the applicable party is open for business at the location to which the communication is sent.

b. "Disposition Instruction" means an instruction to Fiscal Agent directing the disposition of the funds in the Account.

c. "UCC" means the Uniform Commercial Code of the jurisdiction whose law governs this Agreement or, if relevant to any matter other than the meaning of a defined term, the Uniform Commercial Code of the jurisdiction whose law applies to the matter under the choice of law rules of the jurisdiction whose law governs this Agreement. All capitalized terms defined in the UCC (as hereinafter defined) and not otherwise defined in this Agreement shall have the same meaning in this Agreement as in the UCC, and the rules of interpretation in Article 1 of the UCC shall apply to the interpretation of this Agreement.

d. Any defined term used herein, which term is not defined by the UCC, shall have the meaning set forth in the Grant Funding Agreement.

2. Fiscal Agent's Responsibility.

a. Fiscal Agent shall perform the following services:

(i) Establish a separate deposit Account, to which State shall disburse a one-time lump sum Grant Amount. The Account shall be used solely for holding and managing the Grant funds. Funds in the Account must not bear or earn interest.

(ii) Receive, accept and hold the Grant Amount from State pursuant to the terms of the Grant Funding Agreement and deposit it to the Account.

(iii) Upon receipt of Disposition Instructions from State, the Fiscal Agent shall disburse Grant funds to County pursuant to the terms of such Disposition Instruction.

(iv) County shall account for the Grant funds disbursed pursuant to this Agreement separately from all other County's funds. Fiscal Agent shall maintain accounting procedures that are in accordance with Generally Accepted Accounting Principles. Fiscal Agent shall keep complete and accurate records of all receipts and disbursements of such funds.

b. Fiscal Agent shall have no responsibility or liability to State for complying with any Disposition Instruction, order or other instruction, whether oral or written, concerning the Account. Fiscal Agent shall not have any liability to State for losses or damages resulting from any failure to comply with Disposition Instructions relating to the Account or delay in complying with any Disposition Instruction or any other instruction if (i) compliance with any Disposition Instruction or any other instruction would require Fiscal Agent to violate any then-existing injunction or order of any court of competent jurisdiction, including without limitation in any bankruptcy case under Title 11 of the United States Code, or (ii) the failure or delay is due to circumstances beyond Fiscal Agent's reasonable control. Without limiting the foregoing, in no event shall Fiscal Agent have any liability, directly or indirectly, for any special, indirect, punitive, exemplary or consequential losses or damages, including without limitation lost profits, whether or not any claim for such losses or damages is based on tort or contract or Fiscal Agent knew or should have known the likelihood of such losses or damages in any circumstances.

c. Fiscal Agent may rely on notices and communications it believes in good faith to be genuine and given by the appropriate party. Without limiting the foregoing, Fiscal Agent may (but shall not be obligated to) require that State from time to time deliver to Fiscal Agent such documentation as Fiscal Agent may reasonably request to evidence the authority of those entities or individuals purporting to give Disposition Instructions or any other instructions on behalf of State to Fiscal Agent hereunder.

3. Control of Account.

a. Statements. Fiscal Agent shall provide the original Account statement for the Account to State for its records.

b. Sole Disposition. Fiscal Agent represents and warrants to State that Fiscal Agent has not entered into, and covenants with State that it will not enter into, any agreement with any other person or entity by which Fiscal Agent is obligated to comply with instructions from such other person or entity as to the disposition of funds from the Account or other dealings with the Account. Fiscal Agent will promptly notify State if any other person or entity claims that it has a property interest in the Account.

c. Recordkeeping. Fiscal Agent further represents and warrants to State that Fiscal Agent has marked its books and records to indicate that State has the right to control the Account as set forth herein.

4. Indemnity. State will indemnify Fiscal Agent and its officers, directors, employees and agents against any and all losses, claims, liabilities and expenses arising out of this Agreement (including without limitation all fees and costs incurred by Fiscal Agent in complying with Disposition Instructions or any other instructions or requests given by State hereunder and reasonable attorneys' fees and disbursements and the reasonable estimate of the allocated costs and expenses of in-house legal counsel and staff), except to the extent the losses, claims, liabilities or expenses are determined by a court of competent jurisdiction to be caused by Fiscal Agent's gross negligence or willful misconduct. The obligations of State under this Section 4 shall survive the termination of this Agreement and the resignation or removal of Fiscal Agent.

5. Termination; Survival.

a. State may terminate this Agreement by written notice to Fiscal Agent.

b. This Agreement may be terminated by Fiscal Agent only as follows: (i) immediately upon notice to the other parties if Fiscal Agent becomes obligated to terminate this Agreement or to close the Account under any statute, rule or regulation or any order, judgment, decree or injunction, or a garnishment, restraining notice or other legal process, directing, or prohibiting or otherwise restricting, the disposition of the funds in the Account, binding upon Fiscal Agent; (ii) without limiting the foregoing, with written consent of State which may not be unreasonably withheld but may be conditioned on State's ability to transfer the Account to a financial institution that agrees to substantially undertake Fiscal Agent's obligations under this Agreement.

6. Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

7. Entire Agreement. This Agreement is the entire agreement among the parties regarding the subject matter hereof and supersedes any prior agreements and contemporaneous oral agreements of the parties concerning its subject matter. To the extent that any provision in this Agreement conflicts with any provision in any other agreement between Fiscal Agent and State, the provision in this Agreement shall control.

8. Amendments. No amendment of this Agreement will be binding unless it is in writing and signed by State and Fiscal Agent, and no waiver of any right under this Agreement will be binding unless it is in writing and signed by the party to be charged.

9. Severability. To the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted.

10. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of Fiscal Agent and State and their respective successors and assigns. Notwithstanding the foregoing, Fiscal Agent shall not assign, transfer or delegate any of its rights or obligations under this Agreement without prior written consent of State, which may be withheld at its sole discretion. Any banking association or corporation into which Fiscal Agent may be merged, converted or with which Fiscal Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which Fiscal Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of Fiscal Agent shall be sold or otherwise transferred, shall succeed to all Fiscal Agent's rights, obligations and immunities hereunder without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding

11. Notices. All notices, instructions or other communications to a party under this Agreement shall be in writing and shall be sent to the party's address for notices set forth below or to such other address as shall be designated by such party by notice given to the other parties, and, except as otherwise expressly provided for herein, will be effective on receipt.

12. No Agency, Etc. Nothing contained in this Agreement shall create any agency, fiduciary, joint venture or partnership relationship between State and Fiscal Agent.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

The foregoing is hereby acknowledged and agreed to, effective as of the Effective Date.

STATE:

State of California
Department of Public Health

By: _____
Name: _____
Title: _____

Address for notices:

State of California
Department of Public Health,
Division of Drinking Water and Environmental Management,
Attention: Small Water Systems Unit
1616 Capitol Avenue, MS 7408
P.O. Box 997377, MS 7418
Sacramento, California 95899-7377
Telephone: _____
Facsimile: _____

[Signatures continue on following page.]

FISCAL AGENT:

By: _____
Name: Amy Shepherd
Title: Inyo County Auditor

Address for notices:

P.O. Drawer R
Independence, CA 93526
Attention: Amy Shepherd
Telephone: 760-878-0253
Facsimile: 760-878-0391

LOCAL PRIMACY DELEGATION AGREEMENT

This PRIMACY DELEGATION AGREEMENT (this "Agreement") is entered into as of _____, 2013, (the "Effective Date") by and between the California State Department of Public Health (the "Department") and the County of Inyo (the "County").

BACKGROUND

A. The Department may delegate enforcement of the California Safe Drinking Water Act for small public water systems to local health officers under the terms and conditions of this Agreement.

B. The Department has adopted regulations specifying the requirements for a small public water system regulatory program by a local health officer under authority delegated by the Department.

C. The County has submitted a complete primacy delegation application (the "Application") to the Department requesting delegation of primacy for the small public water system regulatory program within the County.

D. The Department has reviewed the Application submitted by the County and determined that the County is capable of conducting a small public water system regulatory program.

E. The Department hereby wishes to delegate to the County the authority to enforce state laws and regulations applicable to the delivery of drinking water to consumers by small public water systems pursuant to the terms of this Agreement, and the County hereby accepts such delegation.

F. All statutory references in this Agreement are to the California Health and Safety Code ("HSC") as the same may be amended from time to time, unless otherwise noted.

G. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree as follows:

AGREEMENT

ARTICLE I. DELEGATION; DESIGNATION OF LOCAL PRIMACY AGENCY

Section 1.01 Termination of Prior Agreement. This Agreement supersedes, in its entirety, the prior Delegation Agreement between the parties, which Delegation Agreement is hereby agreed to be of no further force or effect.

Section 1.02 Delegation and Reservation of Rights. The Department hereby delegates to the County all authority granted to it under the California Safe Drinking Water Act (HSC §116270 et. seq.) for regulation of small public water systems. This delegation does not include regulation of community water systems serving 200 or more service

connections. Notwithstanding the foregoing, the Department retains concurrent authority to regulate, and take enforcement action against, small public water systems within the County's jurisdiction to the extent determined necessary by the Department.

Section 1.03 Designation. The designated local primacy agency for the County of Inyo shall be its local health officer (the "LPA").

Section 1.04 Small Public Water Systems Not Subject to Delegation. The following small public water systems shall be regulated directly by the Department and are not subject to the delegation granted by this Agreement:

(a) All small public water systems owned and operated by agencies of the State of California; including the Department of Parks and Recreation, Department of Transportation, Department of Forestry, Department of Mental Health, Department of Corrections, Department of Veterans Affairs, and the Department of Water Resources;

(b) All small public water systems operated by the Chancellor of the University of California System or the Chancellor of the California State Universities and Colleges;

(c) All small public water systems owned or operated by the federal government except those that are: (1) operated by, or under the authority of, the U.S. Forest Service; or (2) campgrounds that are operated by, or under the authority of, the Bureau of Land Management or the Army Corps of Engineers.

ARTICLE II. TERMS OF DELEGATION

Section 2.01 Permitting of Small Public Water Systems.

(a) Issuance. The County shall cause the LPA to issue and maintain a valid drinking water permit ("Permit") for all small public water systems within the County's jurisdiction. The Permit must be issued in conformity with and include all terms and conditions set forth in HSC §116525 through §116550.

(b) TMF Capacity. The County shall cause the LPA to deny a Permit to any small public water system that lacks adequate technical, managerial, and financial capacity, consistent with HSC § 116540(a).

(c) 10 Year Review. All Permits must be reviewed and updated as determined by the LPA at least once in every ten (10) year period, starting from the date of issuance.

(d) Department Review. The County shall cause the LPA to deliver to the Department all Permit applications submitted to it for proposed new community water systems that are designed to serve 200 or more service connections. The LPA may only issue a Permit for such a system upon the Department's written approval.

Section 2.02 Annual Work Plan. The work plan submitted and approved by the Department will be the LPA's program guide for the fiscal year 2013. Annually thereafter the County will submit an annual work plan, in form and substance as required by 22 CCR §64260, by May 1st of each year (the "Annual Work Plan"). Upon the Department's approval, the Annual Work Plan shall be considered a part of this Agreement. The Annual Work Plan may be used by the Department, in its sole discretion, as part of the ongoing evaluation of the conduct of the small public water system program by the County.

Section 2.03 Surveillance. The County shall cause the LPA to:

(a) Inventory. Establish and maintain an inventory of all small public water systems under its jurisdiction. The inventory must be updated annually and shall include the information specified in 22 CCR §64255(a).

(b) Routine Inspections. Conduct routine on-site inspections of each small public water system as required by 22 CCR §64255(b). This includes inspection of system operations, operation and maintenance records, system facilities and equipment.

(c) Sanitary Surveys. Conduct an on-site sanitary survey of each small public water system at least every three (3) years for community water systems and every five (5) years for non-community water systems. Such sanitary survey may be conducted in lieu of any routine inspection. Such a survey is intended to evaluate the adequacy and condition of the water source, facilities, equipment, and operation and maintenance procedures and records for producing and distributing safe drinking water. A sanitary survey must review the following components of a water system: (1) sources, (2) treatment, (3) distribution system, (4) finished water storage, (5) pumps, pump facilities, and controls, (6) monitoring and reporting and data verification, (7) system management and operation, and (8) operator certification compliance with State requirements.

(d) Follow-up. Identify deficiencies found during routine inspections and sanitary surveys, and, within 60 days of the date of completion of such routine physical inspection or sanitary survey, deliver a written follow-up notice to such small public water system describing the deficiencies and prescribing a schedule for corrective action.

(e) Reporting. Complete a written routine inspection or sanitary survey report for each such inspection or survey within 90 days of such routine physical inspection or sanitary survey's completion.

(f) Surface Water. Determine the small public water systems under its jurisdiction that utilize surface water or groundwater under the direct influence of surface water and are therefore subject to surface water treatment requirements.

Performance Evaluation. The Department will evaluate the LPA's surveillance performance based upon the requirements of this Section 2.03(a), and 2.03 (c)-(f).

Section 2.04 Sampling and Monitoring. The County shall cause the LPA to:

(a) Notice. Notify each small public water system under its jurisdiction in writing of the monitoring requirements for that system. Such notification shall be provided at least once every three (3) years for each community water systems and every five (5) years for each non-community water systems. The notice shall identify the specific contaminants to be monitored, the type of laboratory analyses required for each contaminant, the frequency of sampling, and any other sampling and reporting requirements applicable to that system. To assist with compliance with this Section 2.04, the Department shall provide guidance or related documents upon the LPA's request.

(b) Sample Siting Plan. Ensure that each small public water system under its jurisdiction complies with the sample siting plan requirements of 22 CCR §64422.

(c) Tracking System. Use a tracking system to assure that all required sampling and laboratory analyses are completed and reported by the small public water systems. The tracking system shall include the date the sample was collected, the type or purpose of the sample, the laboratory result, and the date the next sample is required to be collected.

(d) Compliance Records. Maintain an ongoing record of the status of compliance with monitoring and reporting requirements for each small public water system.

(e) Monitoring. Establish a system to assure that the water quality monitoring data submitted by each small public water system is reviewed each month for compliance.

Section 2.05 Data Management and Reporting.

The County shall cause the LPA to establish and maintain a database of record and report data elements electronically to the Department in the format designated by the then current electronic submission specifications as follows:

(a) On a monthly basis, no later than 30 days following the month being reported:

(i) A list of all small public water systems that failed during the previous month to comply with drinking water monitoring and reporting requirements of California or federal law.

(ii) A compliance report containing the following information for each small public water system that is in violation of California or federal law: (1) the name and water system identification number of the system; (2) a description of the type of violation and the standard violated; and (3) a description of any enforcement action taken by the LPA with respect to the violation.

(iii) An electronic copy of each enforcement action in a PDF format (citations, compliance orders, and any court filings) issued by the LPA that was submitted to the Department as listed in Section 2.05(a)(ii)(3).

(b) On a quarterly basis, no later than 30 days following the quarter being reported:

(i) A list of domestic water supply permits for small public water systems that have been issued, amended, or renewed during the reporting period. The list shall include the name and the identification number of the water system.

(ii) A list of the small public water systems for which an inspection or sanitary survey was conducted during the reporting period. The list shall indicate the name and identification number of the small public water system and the type of routine inspection or sanitary survey performed.

(iii) A list of small public water systems that are required to comply with the Lead and Copper Rule (LCR) requirements of 22 CCR Chapter 17.5 and the LPA's LCR data, including the name and identification number of the small public water system, LCR monitoring period frequency, water sample collection date, number of water samples collected, number of water samples required, the lead 90th percentile result, and the copper 90th percentile result. The LPA may request a copy of the Department's LCR database for tracking and reporting LCR data in order to clarify the information the LPA is required to track and report and to provide a template for the LPA's report of LCR data.

(c) On an annual basis, no later than August 15th of each year, the LPA shall submit an updated inventory of small public water systems under the LPA's jurisdiction.

(d) The LPA agrees to submit electronic data files as requested by the Department, but in no case greater than monthly.

(e) The LPA agrees to submit their entire water system database electronically within 30 days of the Department's request for same.

Section 2.06 Additional Data Reporting to the Department. The County shall cause the LPA to (i) send written notice to all small public water systems under their jurisdiction directing them to electronically submit, to the Department's designated location, an electronic annual report in the format specified by the Department, submitted no later than July 1st of each year (the "EAR"), and (ii) review and, if adequate, accept such EAR. If the EAR is deficient in any manner, the LPA shall notify the small public water system of the specific defects in the EAR and the system shall then resubmit a corrected EAR for further review.

Section 2.07 Enforcement. The County shall cause the LPA to take enforcement action against small public water systems in accordance with 22 CCR § 64258 and consistent with the Department's enforcement manual. As used in this Section, "enforcement

action" shall be limited to the actions set forth in Division 104, Part 12, Chapter 4, Articles 9 (*Remedies*), 10 (*Judicial Review*) and 11 (*Crimes and Penalties*) of the HSC (commencing with HSC §116650).

Section 2.08 Compliance with Current Laws and Regulations. The County agrees to cause the LPA to comply with and enforce all applicable state laws and regulations and as each may be created or amended from time to time, including but not limited to HSC §116330, and 22 CCR, §§ 64253 - 64260. Each LPA will notify each small public water system under their jurisdiction of any new state or federal drinking water requirement applicable to those systems.

ARTICLE III. LPA PROGRAM REQUIREMENTS

Section 3.01 Dedicated Staff Time. The LPA will dedicate adequate staffing for the implementation of the small public water system regulatory program during the 2013 fiscal year and in subsequent years. The "adequate" level of staff workload dedicated and performed for the 2013 fiscal year shall be as set forth in the special conditions attached hereto in Exhibit A and in subsequent years shall be negotiated and incorporated into the Annual Work Plan.

Section 3.02 Adequate Staffing and Expertise. The County certifies that all LPA staff necessary to administer and fulfill the obligations delegated by this Agreement, including all technical and professional staff, have been hired or retained, and are adequately trained as of the Effective Date. The LPA may consult with the Department's staff and local district engineers for purposes of technical assistance at no cost to the LPA.

Section 3.03 Training. The Department shall provide appropriate training and technical consultation to the staff of the LPA regarding the implementation and enforcement of state and federal drinking water regulations.

Section 3.04 Program Management and Costs. Each LPA will establish and maintain a time accounting system to determine the amount of reimbursement to be billed to each small public water system consistent with the terms of HSC §116595. The hourly cost rate of the LPA must be determined using the criteria set forth in HSC §116590(b).

Section 3.05 Local Ordinances. The County certifies that any applicable local ordinances as proposed in the County's Application have been adopted and are in effect as of the Effective Date.

Section 3.06 Program Management. The County shall cause the LPA to manage the LPA program in accordance with 22 CCR § 64259.

Section 3.07 Special Conditions. The County shall cause the LPA to satisfy the special terms and conditions set forth in Exhibit A. Failure by the LPA to satisfy the special terms and conditions may, at the option of the Department, result in breach of this Agreement.

Section 3.08 Confidentiality Agreement. The County shall cause the LPA to execute a Confidentiality Agreement with the Department, as more specifically provided in Exhibit B attached hereto.

Section 3.09 Incorporation of Other Documents. This Agreement incorporates by this reference: Exhibit A "Special Conditions", Exhibit B "Confidentiality Agreement", the Annual Work Plan, and the Application as submitted to and approved by Department, and any attachments to said documents. County agrees to comply with all terms, provisions, and conditions of this Agreement, including all incorporated documents and exhibits thereto, and to fulfill all assurances, representations, and statements made by County in the same.

ARTICLE IV. GENERAL PROVISIONS.

Section 4.01 Amendments; Waiver. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the Department. Any waiver of any provision of this Agreement, and any consent to any departure by the County from the terms of any provision of this Agreement, shall be effective only if in writing and only in the specific instance and for the specific purpose for which given.

Section 4.02 Notices. Any notice to be provided to a party to this Agreement shall be delivered to the following addresses:

CDPH-Division of Drinking Water and Environmental Management
Small Water Systems Unit
1616 Capitol Avenue, MS 7418
P.O. Box 997377
Sacramento, CA 95899-7377

Inyo County Environmental Health Services Department
P.O. Box 427
Independence, CA 93546

Section 4.03 Term; Termination of Agreement. This Agreement shall remain in effect unless terminated pursuant to HSC §116330(c). No later than ninety (90) days after termination of this Agreement, the County shall cause the LPA to deliver all records pertaining to small public water systems in either Microsoft Word and/or PDF format.

Section 4.04 Successors and Assigns. This Agreement shall be binding upon the County, its successors and assigns, and shall inure to the benefit of, and be enforceable

by, the Department and its successors, transferees, and assigns. The County shall not assign its rights or duties hereunder without the consent of the Department.

Section 4.05 Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision. Should any provision of this Agreement be determined to be in conflict with the provisions of the Health and Safety Code or the California Code of Regulations, the provisions of those codes shall prevail.

Section 4.06 Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

Section 4.07 Entire Agreement. This Agreement, and the other documents specifically referred to herein, embody the entire agreement and understanding between the County and the Department with respect to the subject matter hereof and thereof. This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof.

Section 4.08 Governing Law; Counterparts. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

Section 4.09 No Agency. Nothing in this Agreement is intended to or does establish the County as the agent for the Department, or grants to the County any powers, rights, or privileges other than those contained in this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DEPARTMENT:	**COUNTY:**
STATE OF CALIFORNIA **DEPARTMENT OF PUBLIC HEALTH**	**COUNTY OF INYO** **ENVIRONMENTAL HEALTH** **SERVICES DEPARTMENT**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT "A"

SPECIAL CONDITIONS

Article A-1. Supremacy of Special Conditions. Notwithstanding any other term or condition in this Agreement or any document attached hereto or incorporated by reference, the special conditions set forth in this Exhibit A shall control in the event of any conflict or discrepancy with any other term.

Article A-2. Adequate Staffing. The "adequate" level of dedicated staff time referred to Section 3.01 of this Agreement means 1.0 fulltime equivalent per year.

Article A-3. Confidentiality Agreement. Notwithstanding anything to the contrary in this Agreement or any document attached hereto or incorporated by reference, Inyo County may make such disclosures as may be required by court orders or by applicable state or federal law, including, but not limited to, the California Public Records Act.

Article A-4. Designation. The designated local primacy agency for the County of Inyo shall be its Environmental Health Director (the "LPA").

Article A-5. Sampling & Monitoring. The notice referred to in Section 2.04(a) shall identify the specific contaminants to be monitored, the storet number for each contaminant in place of the type of laboratory analysis required for each contaminant, the frequency of sampling, and any other sampling and reporting requirements applicable to that system.

Article A-6. Program Management & Costs. In lieu of fees as stipulated in sections 116595 and 116590 of the HSC, Inyo County will continue to charge the public water systems in its' jurisdiction as per Inyo County Ordinance 1173, entitled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Inyo County Ordinance Number 1132, Repealing Chapter 7.52 of the Inyo County Code and Enacting a New Chapter 7.52 of That Code Relating to Service and Permit Fees of the Inyo County Department of Environmental Health Services" (adopted on December 18, 2012).

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EXHIBIT "B"

CONFIDENTIALITY AGREEMENT

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH
DIVISION OF DRINKING WATER AND ENVIRONMENTAL MANAGEMENT

CONFIDENTIALITY AGREEMENT

WHEREAS the California Department of Public Health, Division of Drinking Water and Environmental Management (hereafter "CDPH") and the County of INYO (hereafter "County") have entered into that certain Local Primacy Delegation Agreement of even date herewith (hereafter "LPDA"); and

WHEREAS in the performance of the LPDA, CDPH will disclose to County records and information, or portions thereof, that are confidential and exempt from disclosure to the public.

THEREFORE, CDPH and County hereby agree that County will use such records and information subject to the following terms and conditions effective as of _____, 20__, (the "Effective Date").

1. Confidential Information: The following shall be deemed "Confidential Information":

    a. Documents and records provided by CDPH, including electronically stored and/or transmitted information, concerning the precise geographical location of public water systems' drinking water sources, treatment facilities, pumping stations, distribution systems, and storage facilities for all public water systems in the County. These records may include maps, project plans or specifications, water supply permits/engineering reports, facilities lists; source water assessments, well driller's logs, and schematic diagrams.

    b. Documents, records, memoranda, policy and guidance documents and all other materials provided by CDPH to County by means of CDPH's SharePoint system, any internal non-public websites or any other related or successor databases or sources that are managed by CDPH and accessed by County.

    c. Information or records provided by CDPH that are marked "Confidential" or which are understood to be or intended to be treated as "Confidential".

2. Non-Disclosure: County agrees to treat the "Confidential Information" as confidential and exempt from disclosure to the public, allowing access to the records only to those persons who are employed, retained, or otherwise under the control of the County and are subject to confidentiality obligations substantially similar to those contained herein (collectively "Permitted

Recipients"). County agrees to protect Confidential Information from disclosure to others to the greatest degree allowed by law.

3. Treatment of Non-Confidential Information: Information derived from sources other than CDPH is not subject to this Agreement.

4. Use: County agrees to use Confidential Information only for official business purposes directly related to performance of the LPDA. To the extent that Confidential Information is used to create public reports, publications, maps, or other representations of the data contained in the records, physical addresses of public drinking water systems' sources, treatment facilities, pumping stations, distribution systems, and storage facilities will not be included, and any geographical locations of public drinking water systems' sources, treatment facilities, pumping stations, distribution systems, and storage facilities will be displayed or represented in a manner that is randomized within a one-mile radius.

    a. Protective Order: To the extent that Confidential Information comprises part of an administrative record for, or are otherwise to be used in, administrative or judicial litigation, physical addresses and/or a higher resolution may be provided to the court under seal or subject to the court's protective order(s). County may request CDPH provide a template for such a protective order.

5. Approval of Third Parties: County agrees that reports, publications, maps, or other representations or information contained in the Confidential Information will be released only to Permitted Recipients unless County has obtained the prior written approval of an authorized representative of CDPH or a court order.

6. Notice: County agrees to notify CDPH promptly of any requests or demands for disclosure of any Confidential Information, and to coordinate with CDPH in its response to those requests. In addition, County agrees to immediately notify and coordinate with CDPH regarding the initiation of any judicial proceeding to compel the County to disclose Confidential Information and/or any representation based thereon. County further agrees to seek direction from CDPH regarding further judicial review or appeal of any such order and shall act in accordance with such direction from CDPH.

7. Amendments: CDPH and County agree that this Agreement may not be amended, except in writing signed by authorized representatives of CDPH and County.

8. Continuity of Obligations: County agrees that its obligations under this Agreement shall continue indefinitely until the parties agree in writing to the contrary.

9. Destruction: County agrees to destroy any Confidential Information disclosed by CDPH as soon as County is finished using it and to notify CDPH when it has been destroyed.

10. Governing Law: CDPH and County agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California.

By their signatures below, CDPH and County represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

County

Signature: _____ Date: _____

Name:_____

Title:_____

CDPH

Signature: _____ Date: _____

Name:_____

Title:_____

STATE OF CALIFORNIA

HEALTH AND HUMAN SERVICES AGENCY
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

GRANT FUNDING AGREEMENT
BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
AND
THE COUNTY OF INYO

TABLE OF CONTENTS

Section		Page
1.	Purpose of Funding	1
2.	Incorporation of Other Documents	2
3.	Grant Funding	2
4.	Special Terms and Conditions	2
5.	Project Officials and Notices	2
6.	Miscellaneous Provisions	3

EXHIBIT A
STANDARD CONDITIONS

Article		Page
A-1.	Definitions	6
A-2.	Term of Agreement	6
A-3.	Basic Conditions Precedent	6
	(a) Minimum LPA Requirements..	6
	(b) Water System Inventory	7
	(c) Execution of the LPDA	7
	(d) County Authorization	7
A-4.	Compliance with Laws, Regulations, and Permit Requirements	7
A-5.	Project Milestones	7
	(a) Data Elements..	7
	(b) Full Database Submission	8
	(c) Correction of Data Errors	8
	(d) EAR Submission	8
	(e) LPA Work Plan	8
	(f) Provision of Source Class Codes	8
A-6.	Disbursements by State	8
	(a) Claims	8
	(b) Disbursement	9
	(c) Rejection of Claims	9

(d) Correction of Claims 9
(e) Adjustments to Claims 10
(f) Final Claim and Disbursement 10

A-7. Withholding of Grant Disbursements by State and Cancellation of Agreement 10
(a) Conditions for Withholding 10
(b) Withholding Entire Grant Amount 11
(c) Withholding Balance of Grant Amount 11

A-8. Fiscal Agent Agreement 11

A-9. Timing of Project 11

A-10. County's Contracts 12

A-11. Audit and Inspection of Books and Records 12

A-12. Accounting and Deposit of Grant Disbursements 12
(a) Separate Accounting of Grant Disbursements 12
(b) Disposition of Funds Disbursed 13
(c) Interim and Final Audits 13

A-13. Single Audit Act 13

A-14. [Intentionally Reserved] 13

A-15. Nondiscrimination Clause 13

A-16. Workers' Compensation Clause 14

A-17. Successors and Assigns 15

A-18. [Intentionally Reserved] 15

A-19. Remedies Not Exclusive 15

A-20. Amendments 15

A-21. Waiver of Rights 15

A-22. Dispute Clause 15

A-23. Performance and Assurances 16

A-24. Default Provisions 16

TABLE OF CONTENTS (continued)

Article		Page
A-25.	Drug-Free Workplace Certification	17
A-26.	Conflict of Interest--Current and Former State Employees	17
	(a) Current State Officers and Employees	17
	(b) Former State Officers and Employees	18
A-27.	Prohibited Use of State Funds	19
	(a) Software	19
	(b) Unrelated County Purposes	19

EXHIBIT B
SPECIAL TERMS AND CONDITIONS

Article		Page
B-1.	Final Grant Amount Awarded	20
B-2.	Other Terms and Conditions	20

ATTACHMENTS

1. County Authorization (Article A-3(d))
2. Claim Form (Article A-6(a))
3. Fiscal Agent Agreement (Article A-8)

STATE OF CALIFORNIA

HEALTH AND HUMAN SERVICES AGENCY
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

GRANT FUNDING AGREEMENT
BETWEEN
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
AND
THE COUNTY OF INYO

THIS AGREEMENT, is entered into between the State of California Department of Public Health, herein referred to as "State," and **The County of INYO**, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as "County," which parties do hereby agree as follows (the "Agreement"):

SECTION 1. PURPOSE OF FUNDING

This Agreement provides funding in the form of a grant made by State to the County under the provisions of the Federal Safe Drinking Water Act, 42 U.S.C. 300 j-12 et seq., (the "Act"), and the Safe Drinking Water State Revolving Fund Law of 1997, Health and Safety Code, section 116760.10 et seq., (the "State Act"), and in conformance with the Local Primacy Agency Program (the "LPA Program"), as detailed in the Local Primacy Delegation Agreement (the "LPDA") entered into on [DATE OF EXECUTION]. Grant funds may be used only for the operation of the LPA Program as required by this Agreement and the LPDA, which action is herein referred to as the "Project."

County is solely responsible for the designated local primacy agency (the "LPA") in the regulation, operation, monitoring, reporting, and maintenance of the Project; and for all persons or entities engaged in such work, including but not limited to contractors, subcontractors, suppliers, and providers of services.

SECTION 2. INCORPORATION OF OTHER DOCUMENTS

This Agreement incorporates by this reference the LPDA, the Fiscal Agent Agreement, Exhibit A: "Standard Conditions," and Exhibit B: "Special Terms and Conditions."

The County accepts and agrees to comply with all terms, provisions, and conditions of this Agreement, including all incorporated documents and exhibits thereto, and to fulfill all assurances, declarations, representations, and statements made by County in receiving its grant for funding.

SECTION 3. GRANT FUNDING

Subject to the availability of funds and in accordance with the terms of this Agreement, State will provide grant funding to County in accordance with County's water system inventory, submitted pursuant to Article A-3(b). State shall utilize the following guidelines in calculating the Grant Amount to be awarded to County:

(a) $4000 for each community water systems;
(b) $3000 for each non-transient non-community water systems;
(c) $1500 for each transient non-community water systems.

The different categories of water systems set forth above are as defined by Health and Safety Code, section 116275. The total Grant Amount is set forth in Exhibit B.

SECTION 4. SPECIAL TERMS AND CONDITIONS

County shall satisfy the special terms and conditions set forth in Exhibit B. Failure by County to satisfy the special terms and conditions may, at the option of State, result in cancellation of this Agreement under Article A-7 of the Standard Conditions, and/or declaration that County is in default pursuant to Article A-24 of the Standard Conditions.

SECTION 5. PROJECT OFFICIALS AND NOTICES

State's Grant Administrator shall be the Chief, Drinking Water Technical Programs Branch, Division of Drinking Water and Environmental Management, California Department of Public Health. All communications given to State's Grant Administrator shall be deemed given to State.

State's Grant Administrator shall be State's representative for administration of this Agreement, and shall have authority to make recommendations and findings with respect to each controversy arising under or in connection with this Agreement. All such recommendations and findings shall be communicated to the Chief, Division of Drinking Water

and Environmental Management of the California Department of Public Health, and disputes shall be resolved in accordance with Article A-22 of the Standard Conditions.

County's Grant Administrator shall be its **Environmental Health Director**. County's Grant Administrator shall be County's representative for administration of this Agreement. All communications given to County's Grant Administrator shall be deemed given to County.

Either party may change its Grant Administrator upon written notice to the other party.

Notices required to be given in writing by County under this Agreement shall be sent to:

State of California
California Department of Public Health
Division of Drinking Water and
Environmental Management
Attention: Small Water Systems Unit
1616 Capitol Avenue, MS 7408
Post Office Box 997377
Sacramento, California 95899-7377

Notices required to be given in writing by State under this Agreement shall be sent to:

The County of INYO
Attn: Environmental Health Director
P.O. Box 427
Independence, CA 93526

A change of address for delivery of notice may be given by written notice to the other party.

All written notices that are required either expressly or by implication to be given by one party to the other under this Agreement shall be signed for State by its Grant Administrator and for County by its Grant Administrator. Except as otherwise expressly required by this Agreement, all such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed postage-prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

SECTION 6. MISCELLANEOUS PROVISIONS

SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

GOVERNING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

LEGAL CAPACITY

County hereby warrants and represents that it has the authority to enter into this Agreement.

VENUE

The parties agree that venue of any action between the parties arising out of this Agreement, including disputes that may arise following termination of the Agreement, shall be County of Sacramento, State of California.

[Signature Page to Follow]

DATE OF EXECUTION

Date of Execution of this Agreement is the date of the latest in time execution by a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Approved as to Legal Form
and Sufficiency:

By_____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

By_____
Signature

_____
Print Name

_____
Title

_____
Date

Approved as to Legal Form
and Sufficiency:

By_____
Signature

_____
Print Name

_____
Title

_____
Date

THE COUNTY OF INYO

By_____
Signature

_____
Print Name

_____
Title

_____
Date

EXHIBIT A

STANDARD CONDITIONS

ARTICLE A-1. DEFINITIONS

Whenever in this Agreement the following terms are used, their meaning shall be as follows unless the context clearly requires otherwise:

Eligible Project Costs -- Those Project costs which are eligible for funding under the Act and applicable State law and implementing guidelines, and this Agreement.

Grant Amount -- The total amount to be disbursed to County under this Agreement and the Fiscal Agent Agreement, as specified in Exhibit B.

Fiscal Agent -- A person identified by the Fiscal Agent Agreement who shall perform various obligations as set forth in such Fiscal Agent Agreement.

Public Water System or Public Water Supply System -- A system for the provision to the public of water for human consumption, as defined in Part 12, Chapter 4 (commencing with Section 116270), of Division 104 of the Health and Safety Code, as it may be amended.

ARTICLE A-2. TERM OF AGREEMENT

Subject to the provisions of Article A-7, this Agreement shall become effective on the Date of Execution and shall remain in effect for one year from the Date of Execution or until the Fiscal Agent has disbursed the entire Grant Amount, whichever occurs first.

ARTICLE A-3. BASIC CONDITIONS PRECEDENT

Notwithstanding any other term of this Agreement, State shall have no obligation to cause funds to be disbursed under this Agreement unless and until:

(a) Minimum LPA Requirements. County shall meet the following minimum requirements:

1. LPA must ensure that all small public water systems within the LPA's jurisdiction (i) perform the required water quality monitoring, (ii) review the water quality monitoring results when they are submitted, and (iii) act in accordance with the requirements of the LPDA and applicable law.

2. LPA must ensure that all small public water systems are issued enforcement actions for any failure of a primary drinking water standard or any monitoring and reporting violation.
3. LPA must ensure that all current water supply permits are approved and on file, including those for new treatment processes or new sources.
4. LPA must ensure that all required data reporting elements are reported to CDPH-SWS Unit in a timely and accurate manner consistent with the requirements of 22 CCR §64257.

State has the sole discretion to determine that Minimum LPA Requirements are met by County .

(b) Water System Inventory. County shall ensure that its water system inventory is fully updated and accurate. County shall submit its inventory to State, and this inventory will be used by State to determine the Grant Amount to be awarded to County. Small Water Systems (SWS) Unit staff will work with the LPA to verify that the submitted data is of acceptable quality and that the water systems are properly classified to meet SDWIS data migration rules.

(c) Execution of the LPDA. County executes the LPDA and agrees to meet all applicable Project milestones as specified under Article A-5.

(d) County Authorization. County has provided satisfactory documentation of the action taken by its governing body authorizing it to enter into this Agreement and the LPDA, and designating a representative to execute this Agreement and the LPDA and to sign claim(s) for disbursement of funds (**Attachment 1** of this Agreement).

ARTICLE A-4. COMPLIANCE WITH LAWS, REGULATIONS, AND PERMIT REQUIREMENTS

County shall at all times comply with, and require its employees, contractors and subcontractors, if any, to comply with, all applicable federal and state laws, rules and regulations, permits, and all applicable local ordinances, including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations, permits, and ordinances.

ARTICLE A-5. PROJECT MILESTONES

County shall complete the following Project milestones:

(a) Data Elements. Within 30 days after the Date of Execution, the County shall submit all required data elements through the electronic data transmission (EDT)

process in the then current format (.FTM files) for the SDWIS Unit to migrate data into SDWIS.

(b) Full Database Submission. Within 30 days after the Date of Execution, the County shall submit all records residing in its database for all required elements as specified in 22 CCR §64257.

(c) Correction of Data Errors. Within 30 days after the Date of Execution, the County shall begin work with the SWS Unit staff to correct any data errors generated and shall re-submit the corrected data when it becomes reasonably available via the EDT process to the State.

(d) EAR Submission. Within 60 days after the Date of Execution, the County shall ensure that: (i) all community and non-transient non-community water systems under their jurisdiction have received written notice of the EAR reporting requirements; and (ii) all 2012 electronic annual reports (EARs) submitted by active community and non-transient, non-community water systems have been reviewed and accepted by the LPA. County shall use reasonable efforts to follow up with any delinquent water systems to secure the submission of the EAR.

(e) LPA Work Plan. Within 60 days after the Date of Execution, the County shall submit the FY 2013-2014 LPA Annual Work Plan to its designated District Engineer.

(f) Provision of Source Class Codes. By 120 days after the Date of Execution, the County shall begin to submit new or updated source class codes for all active ground water, surface water, GWUDI water sources, and treatment plants to SWS Unit staff who shall manually enter same into PICME/SDWIS.

ARTICLE A-6. DISBURSEMENTS BY STATE

Subject to the availability of funds and in accordance with the terms of this Agreement, Fiscal Agent will provide the Grant Amount to County pursuant Article A-8 in three separate disbursements as set forth below.

(a) Claims

Upon completion of the conditions precedent or relevant Project milestones County shall request a disbursement by submitting to State a claim documenting the completion of the applicable conditions precedent or Project milestones

necessary to initiate each disbursement. A claim for disbursement of funds shall be provided in the form of **Attachment 2** to this Agreement.

(b) Disbursements

Following the review and approval of a claim by State, State will provide instructions to and authorize the Fiscal Agent to disburse grant funds to County in an approved amount, subject to the availability of funds (each a "Disbursement"). Any and all funds disbursed to County under this Agreement shall be used solely to pay Eligible Project Costs.

State shall utilize the following Disbursement schedule to award the Grant Amount to County:

1. Disbursement 1: State shall award the first Disbursement, 34% of Grant Amount under this Agreement, upon the execution of this Agreement.

2. Disbursement 2: State shall award the second Disbursement, 33% of Grant Amount under this Agreement, upon satisfactory completion of Project milestones specified in Article A-5 (a), (b) and (c).

3. Disbursement 3: State shall award the third and final Disbursement, 33% of Grant Amount under this Agreement, upon satisfactory completion of Project milestones specified in Article A-5 (d) and (e).

(c) Rejection of Claims

A claim may be rejected by State if:

(1) it is submitted without signature or it is submitted under signature of a person other than County's duly authorized representative.

(2) State determines, in its sole discretion, that the claim is inaccurate or otherwise does not comply with the terms of this Agreement.

State will notify County of any claim so rejected, and the reasons therefore.

(d) Correction of Claims

A claim containing documentation error will be corrected by State, after telephone notification to County, and will thereafter be treated as if submitted in corrected form. State will confirm correction of the error, to County, in writing.

(e) Adjustments to Claims

If upon review of a claim, State determines that the claim is incorrect or incomplete under the Act, State law, implementing criteria, or the terms of this Agreement, State will notify County, by certified or registered mail, of its determination concerning County's failure to adequately provide documentation of milestone fulfillment or completion. County may, within thirty (30) days of the date of receipt of such notice, submit additional documentation or evidence to cure such deficiency(ies). If County does not submit additional information, or if State determines such additional information to be inadequate, State will act in accordance with Article A-7.

County may submit additional documentation or evidence, and resubmit any such rejected costs on a subsequent claim.

(f) Final Claim and Disbursement

With the submission of the final claim, County shall provide:

(1) A certification by County's Grant Administrator that the data and information disclosed to State is true and correct.

Should County fail to make the full disclosure and certification required by part 1 of this paragraph (f), or should State become aware through any means that County did not use funds for the completion of Project milestones or improperly used grant money for purposes other than those designated in this Agreement or the LPDA; the Project may be referred to the California Department of Finance for a full Project audit.

ARTICLE A-7. WITHHOLDING OF GRANT DISBURSEMENTS BY STATE AND CANCELLATION OF AGREEMENT

(a) Conditions for Withholding

If State determines that the Project is not being carried out substantially in accordance with the provisions of this Agreement and the LPDA, or that County has failed in any other respect to comply with the terms and conditions of this Agreement and the LPDA, State may give written notice of such failure to comply. If County does not cure any such failure to State's satisfaction within ten (10) calendar days of receipt of such notice, State may withhold from the County all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests, including but not limited to declaring County in default as set forth in Article A-24, or canceling this Agreement pursuant to Subpart (b) of this Article A-7.

(b) Withholding Entire Grant Amount

If State determines to withhold the entire Grant Amount from County pursuant to Subpart (a) of this Article A-7, notice of such a determination shall constitute a notice of cancellation of this Agreement and the LPDA, and this Agreement and the LPDA shall no longer be binding on any party hereto. Said Notice of Cancellation shall be sent to County by certified or registered mail, and shall be effective upon receipt.

(c) Withholding Balance of Grant Amount

When a portion of the Grant Amount has been disbursed to County and State determines to withhold funding, State will notify County in writing, via certified or registered mail, that State is withholding the balance of the funding from County, pursuant to Subpart (a) of this Article A-7. In such event, County will be deemed to be in default and subject to the provisions of Article A-24.

ARTICLE A-8 FISCAL AGENT AGREEMENT

County shall enter into a fiscal agent agreement for a Fiscal Agent substantially in the form of **Attachment 3** to this Agreement (the "Fiscal Agent Agreement"). A Fiscal Agent shall be retained until the Grant Amount has been disbursed in full to County.

County shall open a separate account (the "Account") with the Fiscal Agent, into which State shall disburse the Grant Amount in a single lump sum payment. The Account shall be used only for holding, disbursing and maintaining the grant funds. Funds in the Account shall not be invested in interest bearing obligations. Upon instruction from State, the Fiscal Agent shall release funds to County as specified by State.

Once State approves the Fiscal Agent Agreement, County shall not do any of the following without first obtaining written approval by State: amend the Fiscal Agent Agreement; close the Account; or retain a new Fiscal Agent.

State shall have no obligation to make Disbursements until the Fiscal Agent has been engaged and the Fiscal Agent Agreement Agent has been approved by State.

ARTICLE A-9. TIMING OF PROJECT

County shall execute this Agreement by November 30, 2013. County shall proceed expeditiously with the Project.

ARTICLE A-10. COUNTY'S CONTRACTS

County shall be solely responsible for resolution of any and all disputes arising out of or related to County's performance of the Project, including but not limited to employment and payment disputes with County's employees, contractors and subcontractors and shall provide appropriate releases (as set forth in California Civil Code Title 15) as may be requested by State.

ARTICLE A-11. AUDIT AND INSPECTION OF BOOKS AND RECORDS

(a) Upon execution of this Agreement and until 3 years following final Disbursement under this Agreement, pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit by State or any agent thereof, and the State Auditor, with respect to all matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement. If any litigation, claim, negotiation, audit or other action is commenced before the expiration of said three (3) year period, all records must be retained until such action is resolved, or until the end of said three (3) year period whichever shall later occur. All records of County relating in any way to funding received pursuant to this Agreement shall be preserved for this purpose.

(b) During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, Disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by County to comply with this provision shall be considered a substantial failure to comply with this Agreement. State may declare County in default as set forth in Article A-24, withhold Disbursements to County, or take any other action it deems necessary to protect its interests. The provisions of this Subpart (b) shall be effective until expiration of the time period provided in Subpart (a) of this Article A-11.

ARTICLE A-12. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENTS

(a) Separate Accounting of Grant Disbursements

County shall account for the funds disbursed pursuant to this Agreement separately from all other County's funds. County shall maintain accounting procedures that are in accordance with Generally Accepted Accounting Principles. County shall keep complete and accurate records of all receipts and Disbursements of such funds.

(b) Disposition of Funds Disbursed

In addition to specific requirements set forth in this Agreement, all funds disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to all provisions of law applicable to County.

(c) Interim and Final Audits

In addition to the provisions of Article A-11, at any time following execution of this Agreement and until completion of the Project, or final Disbursement whichever shall occur last, State reserves the right to conduct an audit of County's disposition of all funds disbursed under this Agreement.

Failure or refusal by County to comply with these provisions shall be considered a substantial breach of this Agreement.

ARTICLE A-13. SINGLE AUDIT ACT

If County receives $500,000 or more in federal awards in a year from any source, including federal funds disbursed under this Agreement, County agrees to comply with all requirements of the Office of Management and Budget Circular A-133 issued pursuant to the Single Audit Act, as the same may be amended from time to time.

ARTICLE A-14. [INTENTIONALLY RESERVED]

ARTICLE A-15. NONDISCRIMINATION CLAUSE

During the performance of this Agreement, County, its contractors and subcontractors, shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. County, its contractors and subcontractors, shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

County, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the

Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State Agency to implement such article.

By signing this Agreement, County assures State that it shall comply with the requirements of the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA; the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d (1988) et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 (1989); Federal Water Pollution Control Act Amendments of 1972, Pub.L. No. 92-500, 86 Stat 816; and the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102 (1994); together with all applicable regulations and guidelines adopted to implement same. Said group of laws and requirements are collectively referred to in this Agreement as the "anti-discrimination laws".

County agrees to collect and maintain information to show compliance with the "anti-discrimination laws" including a list of discrimination complaints, reports of any compliance reviews conducted by other agencies descriptions of any pending discrimination-based lawsuits and data on the racial, ethnic, national origin, sex and handicap characteristics of the population it serves.

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

County's signature on this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California that County has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

County shall include the nondiscrimination and compliance provisions of this Article A-15 in all contracts and subcontracts to perform work on the Project.

ARTICLE A-16. WORKERS' COMPENSATION CLAUSE

County affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and County affirms that it will comply with such provisions before commencing performance of work under this Agreement and will make its contractors and subcontractors aware of this provision.

ARTICLE A-17. SUCCESSORS AND ASSIGNS

This Agreement and all of its provisions shall inure to the benefit of, apply to, and bind the heirs, successors and assigns of the parties hereto. No assignment or transfer of this Agreement or any part hereof by County shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

ARTICLE A-18. [INTENTIONALLY RESERVED]

ARTICLE A-19. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive, and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE A-20. AMENDMENTS

This Agreement may be amended only by mutual written agreement signed by the parties hereto. Requests by County for amendments must be in writing stating the amendment request and the reason for the request.

ARTICLE A-21. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Agreement unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other rights or matters.

ARTICLE A-22. DISPUTE CLAUSE

Any dispute that County may have regarding the performance of this Agreement including, but not limited to, claims for additional Disbursements of funds or extension of time, shall be submitted to State's Grant Administrator identified in Section 5 of this Agreement. State's Grant Administrator may make findings and recommendations and transmit a copy of the claim and any such findings and recommendations to the California Department of Public Health, Chief, Division of Drinking Water and Environmental Management, who shall make a decision on such dispute which decision shall be in writing and transmitted to County by certified or registered mail. Said decision shall be final and conclusive.

ARTICLE A-23. PERFORMANCE AND ASSURANCES

County agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Article A-5, and to apply funds received only to Eligible Project Costs and to operate and maintain the Project in accordance with applicable provisions of the law.

ARTICLE A-24. DEFAULT PROVISIONS

(a) County will be in default under this Agreement if any of the following occur:

(1) County's substantial breach of this Agreement, or any supplement or amendment to it;

(2) County's making of any false warranty, representation, or statement with respect to this Agreement or the Project; and/or

(b) When an event of default occurs, State may give County notice of default. County shall have ten (10) calendar days from the date of such notice to cure the default. If County fails to timely cure the default to the satisfaction of State, then State may do any or all of the following:

(1) Declare that any and all amounts disbursed to County under the terms of this Agreement shall be deemed an obligation of County and due and payable to State;

(2) Declare County's obligations immediately due and payable, with or without demand or notice to County, which County expressly waives;

(3) Terminate any obligation of State to make further Disbursements to County under this Agreement; and/or

(4) Take any other action it deems necessary to protect its interests.

(c) County agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to State as a result of a breach of agreement by County, whether such breach occurs before or after completion of the Project.

(d) No waiver by State of any breach or default will be a waiver of any other breach or default.

ARTICLE A-25. DRUG-FREE WORKPLACE CERTIFICATION

By signing this Agreement, County hereby certifies under penalty of perjury under the laws of the State of California that County will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(b) Establish a Drug-Free Awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;

(2) The person's or organization's policy of maintaining a drug-free workplace;

(3) Any available counseling, rehabilitation and employee assistance programs;

(4) Penalties that may be imposed upon employees for drug abuse violations.

(c) Every employee who works on the Project:

(1) Shall be issued a copy of County's drug-free policy statement;

(2) Shall agree to abide by terms of County's statement as a condition of employment on the Project.

This Agreement may be subject to suspension of payments or termination, or both, and County may be subject to debarment if State determines that: (1) County has made a false certification, or (2) County has violated the certification by failing to carry out the requirements of this Article A-25.

ARTICLE A-26. CONFLICT OF INTEREST--CURRENT AND FORMER STATE EMPLOYEES

(a) Current State Officers and Employees:

(1) County shall not utilize in the performance of this Agreement any state officer or employee in the state civil service or other appointed state official unless the employment, activity, or enterprise is required as a

condition of the officer or employee's regular state employment. Employee in the state civil service is defined to be any person legally holding a permanent or intermittent position in the state civil service.

(2) If any state officer or employee is utilized or employed in the performance of this Agreement, County shall first obtain written verification from State that the employment, activity, or enterprise is required as a condition of the officer's, employee's, or official's regular state employment and shall keep said verification on file for three (3) years after the termination of this Agreement.

(3) County may not accept occasional work from any currently employed state officer, employee, or official.

(4) If County accepts volunteer work from any currently employed state officer, employee, or official, County may not reimburse, or otherwise pay or compensate, such person for expenses incurred, including, without limitation, travel expenses, per diem, or the like, in connection with volunteer work on behalf of County.

(5) County shall not employ any state officers, employees, or officials who are on paid or unpaid leave of absence from their regular state employment.

(6) County or anyone having a financial interest in the Agreement may not become a state officer, employee, or official during the term of this Agreement. County shall notify each of its employees, and any other person having a financial interest in this Agreement that it is unlawful under the Public Contract Code for such person to become a state officer, employee, or official during the term of this Agreement unless any relationship with the County giving rise to a financial interest, as an employee or otherwise, is first terminated.

(7) Occasional or one-time reimbursement of a state employee's travel expenses is not acceptable.

(b) Former State Officers and Employees:

(1) County shall not utilize in the performance of this Agreement any formerly employed person of any state agency or department that was employed under the state civil service, or otherwise appointed to serve in the State Government, if that person was engaged in any negotiations, transactions, planning, arrangement, or any part of the decision making process relevant to the Agreement while employed in any capacity by any state agency or department. This prohibition shall apply for a two (2) year period beginning on the date the person left state employment.

(2) County shall not utilize within twelve (12) months from the date of separation from services, a former employee of the contracting state agency or department if that former employee was employed in a policy making position in the same general subject area as the proposed Agreement within the twelve (12) month period prior to the employee leaving state service.

ARTICLE A-27. PROHIBITED USE OF STATE FUNDS

County certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the following:

(a) Software. County shall not use grant funds pursuant to this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(b) Unrelated County Purposes. County shall not use grants funds pursuant to this Agreement for purposes not related to the Project and performance of the LPDA. Prohibited use of the funds include, but are not limited to, the implementation of county administrative purposes, operations, and programs not associated with the fulfillment of Project and the LPDA.

Any suspected occurrences of fraud, negligence, forgery, embezzlement, theft, or any other misuse of public funds shall be considered a substantial breach of this Agreement. State may immediately suspend Disbursements of grant funds and/or terminate the LPDA and this Agreement in whole or in part pursuant to Article A-7 or Article A-24.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

ARTICLE B-1. FINAL GRANT AMOUNT AWARDED

The Final Grant Amount shall be $228,000.00.

ARTICLE B-2. OTHER TERMS AND CONDITIONS

'Not withstanding Article A-2 of Exhibit A, Term of Agreement, nothing in this Agreement shall preclude the county from depositing funds received from the fiscal agent into a local drinking water fund or other account. Such account, if established, may be used exclusively to fund authorized program expenses in subsequent fiscal years in accordance with the county's standard annual budgeting practices.'

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Contract with PMC for consulting services to help planning staff update the County's General Plan Housing Element and the accompanying California Environmental Quality Act (CEQA) documentation.

DEPARTMENTAL RECOMMENDATION:

Approve the contract between the County of Inyo and PMC in an amount not to exceed $26,831 for the period between November 3, 2013 and December 27, 2014, for the provision of consulting services to help planning staff update the County's General Plan Housing Element and prepare the necessary CEQA documentation; and, authorize the Chairperson to sign.

DISCUSSION: In California, State law mandates that every City and County adopt a comprehensive, long-term General Plan. The General Plan is a set of policies and programs that form the blueprint for development throughout a community. California law also requires that each General Plan provide for seven mandatory elements, they are: Land Use, Circulation, Housing, Conservation, Open Space, Noise and Safety. A Housing Element is required, pursuant to California Government Code Section 65580 et seq., and is also required to be updated every five-years. Inyo County's Housing Element was last updated in 2009, making it due for its Fifth Revision by June, 2014.

The California Department of Housing and Community Development (HCD) provided the Fifth Cycle Regional Housing Need Allocation (RHNA) to go with the Housing Element Update. This projected regional housing need must be addressed in the Housing Element Update. The RHNA for Inyo County, for the period extending from January 2014 to June 30, 2019, is 225 housing units. These units are further allocated into the following income categories: 50-Very Low, 35-Low, 40-Moderate, and 100-Above Moderate. The Housing Element update will need to incorporate the RHNA in the income categories, as well as other pertinent updated demographic and land use information; new HCD regulations, requirements, and practices; and any other relevant County, State, and federal regulations that have changed since the last update in 2009.

Staff sent Requests for Proposals (RFP) to three consulting firms that currently had statements of qualifications (SOQs) on file, to provide services for the Housing Element Update. Staff received a proposal from one consulting firm, PMC. Since PMC's proposal met the RFP requirements and they provided the services for the 2009 update, staff began negotiating terms with them that meet the County's contract requirements. Both parties have agreed to the language included in the attached contract and agree that the Statement of Work, as agreed to by the County and PMC, can be completed within the budgetary and scheduling requirements.

ALTERNATIVES:

- Do not approve the contract and direct staff to update the Housing Element without the help of PMC. This could cause a delay in getting the Housing Element completed on time.
- Direct staff to renegotiate the contract. Staff has worked with PMC to arrive at mutually agreeable contract provisions. Additional negotiations could be time consuming and may not be productive.
- Direct staff to reissue an RFP for consultant services. Such an action would take several months, could pose logistical and financial challenges, and may not produce acceptable results.

OTHER AGENCY INVOLVEMENT:

- The California Department of Housing and Community Development.

FINANCING: PMC will be paid by Planning (023800), Professional & Special Services (5265). Expenses and revenues were included in the FY 2013-2014 Requested Planning Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 10/10/2013
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 10/15/2013
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 10/21/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 10-22-13

Attachments:

- Contract

AGREEMENT BETWEEN COUNTY OF INYO

AND PMC

FOR THE PROVISION OF General Plan Housing Element update SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, 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 Inyo County Planning Director, Joshua Hart. 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 **E**, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from November 3, 2013 to December 27, 2014 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 Inyo County Planning Director. 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 $26,831 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 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.sam.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 **D** 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.**

For design professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of design professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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

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. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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 County, 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:
Inyo County Planning Department — Department
PO Drawer L — Address
Independence, CA 93526 — City and State

Consultant:
PMC — Name
2729 Prospect Park Drive, Suite 220 — Address
Rancho Cordova, CA 95670 — 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 PMC

FOR THE PROVISION OF General Plan Housing Element update **SERVICES**

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

COUNTY OF INYO

By:_____

Dated: _____

CONSULTANT

By:_____
Signature

Philip O. Carter
Print or Type Name

Dated: October 8, 2013

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____ 10/15/2013
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 PMC

FOR THE PROVISION OF PROFESSIONAL **SERVICES**

TERM:

FROM: November 3, 2013 **TO:** December 27, 2014

SCOPE OF WORK:

Please see following for Attachment A: Housing Element - Scope of Work

HOUSING ELEMENT SCOPE OF WORK

TASK 1: PROJECT INITIATION AND MANAGEMENT

PMC will conduct a conference call with County staff to review the scope of work, collect information sources, finalize the project schedule and work plan, and discuss the best methods for ensuring regular communication.

Deliverable: *PMC will provide the County with a list of data and information needed from the County to kick off the project.*

TASK 2: REVIEW OF EXISTING HOUSING ELEMENT

State law requires review of the effectiveness of the current Housing Element and analysis of what programs should be continued, modified, or deleted in the updated Housing Element.

Deliverable: *PMC will provide County staff with an HCD-approved template to assist in this process and will review this section to ensure it meets all of HCD's requirements.*

TASK 3: HOUSING NEEDS ASSESSMENT

PMC will update the Housing Needs Assessment, including demographics, household characteristics, housing stock characteristics, special housing needs (including addressing persons with developmental disabilities), and assessing the inventory of at-risk units.

Deliverable: *Consistent with state law, the Housing Needs Assessment will include updated 2013 Department of Finance numbers and 2010 US Census information.*

TASK 4: HOUSING RESOURCES AND ADEQUATE SITES INVENTORY

PMC will work with County staff to complete an inventory of vacant land and other sites suitable for residential development. Because PMC completed the County's previous inventory and the RHNA numbers for the unincorporated county have decreased for this planning period, it is assumed that the majority of the sites from the 4th round are still available and therefore this will be a minimal work effort. Inyo County is currently updating its General Plan and Zoning Code and anticipates those processes will be finalized prior to Housing Element adoption and that the updated zones/land uses will be used in Housing Element analysis.

Deliverable: *PMC will provide County staff with a complete land inventory analysis for review and revision.*

TASK 5: POTENTIAL HOUSING CONSTRAINTS

PMC will analyze potential and actual governmental and non-governmental constraints to meeting the identified housing needs. Additionally, in response to Senate Bill 375 and Assembly Bill 32, we will identify opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

Deliverable: *A complete analysis of possible constraints will be included as part of the Housing Needs Assessment.*

TASK 6: GOALS, POLICIES, AND PROGRAMS

PMC will work with County staff to craft goals, policies, and quantified objectives to address identified housing needs and constraints. Implementation programs will address all new state law requirements, including Senate Bill 812, in addition to other actions to address Housing Element law, and will describe the specific steps, time frame, and County departments responsible for implementation.

Deliverable: *A complete implementation program that addresses all state law requirements will be included as part of the Housing Element.*

TASK 7: DRAFT AND FINAL HOUSING ELEMENT

Task 7.1 Administrative Draft Housing Element: PMC will provide an administrative draft of the Housing Element for County staff to review. PMC requests that we receive one consolidated set of County comments on the draft. PMC will then produce a revised administrative draft Housing Element.

Deliverable: *PMC will provide one (1) electronic copy of the draft for County staff review.*

Task 7.2 Draft Housing Element: Based on County review and comments, PMC will update the administrative draft Housing Element to prepare the public review draft. The refined draft will be presented as a draft Housing Element to the Planning Commission and the general public for review and comment prior to submitting to HCD.

Deliverable: *PMC will provide one (1) electronic copy to County staff and one (1) black-and-white hard copy to HCD for review.*

Task 7.3 Final Housing Element: After receiving HCD comments, PMC will incorporate the comments and refine the revised public draft Housing Element to prepare a final Housing Element for approval and adoption. As described below, the adopted Housing Element will then be sent to HCD for the 90-day certification review period.

Deliverable: *PMC will provide one (1) CD of the final Housing Element to County staff and one (1) color final version of the adopted Housing Element to HCD for certification.*

TASK 8: HCD CERTIFICATION

PMC has established strong working relationships with HCD reviewers, and because PMC is located in close proximity to the HCD office, staff is able and willing to meet with HCD staff as needed. PMC staff is very familiar with HCD's processes, HCD staff, and what steps need to be taken to assure Housing Element certification.

Deliverable: *Upon submitting the draft Housing Element to HCD for a 60-day review, PMC will respond to one set of written questions and comments received from HCD in its findings letter with one follow-up response to clarify any additional comments through an additional 60-day review period if necessary.*

TASK 9: MEETINGS AND HEARINGS

PMC will prepare for and facilitate one community meeting during the preparation of the Housing Needs Assessment to gather feedback, ideas, and information from the community regarding housing needs and conditions. PMC staff will serve as the primary meeting facilitators, with support from County staff. County staff will be responsible for scheduling the community meetings, booking the meeting facility, providing supplies, and setting up the meeting space. PMC will also attend two public hearings: one before the Planning Commission prior to submitting the draft to HCD and then one before the Board of Supervisors to present the final Housing Element for final comments and adoption.

Deliverable: *PMC will prepare a notice to publish and distribute to the stakeholder list, a presentation, and any other appropriate materials for the community meeting. PMC will prepare and publish a notice and a presentation for the Planning Commission hearing.*

TASK 10: ENVIRONMENTAL REVIEW

Task 10.1 Environmental Review: PMC will work with the County to determine the best approach to environmental review for the Housing Element.

Deliverable: *PMC will complete the appropriate environmental review for the Housing Element, as determined through discussions with County staff.*

WORK PRODUCTS

PMC will prepare the work products and associated deliverables shown in the following table.

Work Product	Deliverable
	Housing Element Work Products
Administrative Draft Housing Element	PMC will provide one (1) electronic copy of the draft for County staff review.
Draft Housing Element	PMC will provide one (1) electronic copy to County staff and one (1) black-and-white hard copy to HCD for review.
Final Housing Element	PMC will provide one (1) CD of the final Housing Element to County staff and one (1) color final version of the adopted Housing Element to HCD for certification.
	Environmental Work Products
Environmental Review	PMC will prepare the Housing Element CEQA document. The appropriate document will be determined through discussions with County staff.
	Meeting and Hearing Work Products
Community Meeting	PMC will prepare a notice to publish/distribute to the stakeholder list, a presentation, and other appropriate materials for the community meeting.
Planning Commission Hearing	PMC will prepare and publish a notice and a presentation.
Board of Supervisors Adoption Hearing	PMC will be available to answer questions at the hearing.

SCHEDULE

PMC has an excellent track record of receiving compliance with just one round of review. While two rounds of review are not expected, should two be necessary, PMC can still meet the HCD deadline of having an adopted element by June 30, 2014. The schedule below is based on two rounds of review with HCD.

Time Frame	Task
Late September/October 2013	Project kickoff meeting
October–November 2013	Prepare administrative draft Housing Element
November 2013	County staff review administrative draft
Late November 2013	Prepare draft Housing Element
December 2013	Planning Commission hearing to submit draft
January–March 2014	Submit draft to HCD (first 60-day review)
March 2014	Conference call with HCD, prior to receiving a letter to address any last-minute issues
Late March 2014	Receive HCD comments
April 2014	Address HCD comments
April–May 2014	Prepare environmental documentation
April–May 2014	Submit revised draft to HCD (second 60-day review)
Late May 2014	County receives a "conditional compliance" letter from HCD

Time Frame	Task
Early June 2014	Public hearings to adopt Housing Element (PMC to attend Board of Supervisors adoption hearing)
June 2014	Submit final Housing Element to HCD (90-day review)
September 2014	HCD certification

BUDGET

PMC assumes a total cost of $26,831 to complete the tasks listed previously without optional tasks. The tables below also detail bill rates for the project team as well as project tasks by hour and cost and hours responsibilities by task for each project team. The scope and budget assume that the County will assist with Tasks 2 and 4. The scope of work assumes PMC will attend one public workshop, one Planning Commission hearing, and one Board of Supervisors hearing. Should the County wish to take on a larger role in completing portions of the scope of work including the optional tasks, PMC will work with the County to revise the scope and budget, and to provide guidance and examples for County work.

BILL RATES

Staff	Hourly Rate
Jennifer Gastelum, Project Director	$140
Cynthia Deane-Alviso, Project Manager	$115
Mark Teague, CEQA Project Manager	$140
Amy Sinsheimer, Senior Planner	$100
Chris Read, Associate Planner	$90
Yvette Noir, Environmental Planner	$90
Jonathan Faoro, GIS Analyst	$85
Administrative Assistance	$70

Staff Member	Total Hours	Total Cost	Jennifer Gastelum, Project Director	Mark Teague, CEQA Project Manager	Cynthia Deane-Alviso, Project Manager	Amy Sinsheimer, Senior Planner	Chris Read, Associate Planner	Yvette Noir, Environmental Planner	Jonathan Faoro, GIS Analyst	Administrative Staff
Primary Role			Oversee Project Team	Oversee CEQA Document	Day-to-Day Project Management	Document Preparation and Review	Preparation of Document Sections	CEQA Document Preparation	GIS Analysis	Formatting, Graphics, Editing
Task			Hours							
Task 1: Project Initiation and Management	6	$790	4	0	2	0	0	0	0	0
Task 2: Review of Existing Housing Element	16	$1,490	0	0	2	4	8	0	0	2
Task 3: Housing Needs Assessment	33	$3,035	0	0	1	4	28	0	0	0
Task 4: Housing Resources and Adequate Sites Inventory	34	$3,230	2	0	2	6	16	0	8	0
Task 5: Potential Housing Constraints	26	$2,430	0	0	2	4	20	0	0	0
Task 6: Goals, Policies, and Programs	15	$1,570	1	0	2	12	0	0	0	0
Task 7: Draft and Final Housing Element										
7.1 Administrative Draft Housing Element	19	$1,730	1	0	2	8	0	0	0	8
7.2 Draft Housing Element	12	$1,130	0	0	2	4	4	0	0	2
7.3 Final Housing Element	4	$385	0	0	1	2	0	0	0	1
Task 8: HCD Certification	22	$2,460	2	0	12	8	0	0	0	0
Task 9: Meetings and Hearings[1]	36	$4,240	4	0	32	0	0	0	0	0
Task 10: Environmental Review	36	$3,990	0	10	10	0	0	16	0	0
Direct Costs[2]		$351								
Total Hours	259	$26,831	14	10	70	52	76	16	8	13

Notes: *1. PMC is available to attend additional meetings at a per-meeting cost of $1,400.*
2. This line item includes costs for hardcopy black and white printing. If color copies are needed, printing is estimated at $1.00 per page.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND PMC

FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: November 3, 2013 TO: December 27, 2014

SCHEDULE OF FEES:

Inyo County will pay PMC to complete the tasks, at the rates specified, as identified in Attachment A Housing Element - Scope of Work (SOW); Work Products; Schedule; and, budget and not to exceed $26,831. The County will pay PMC as the tasks specified in the SOW are completed in accordance with this Agreement. Invoicing from PMC will be submitted to Inyo County based on the percent complete per task. All costs including personnel costs will be billed at rates indicated under Budget, Bill Rates in Attachment A. The percentage of total payment shall not exceed the percentage of completed project at any time during the project duration. Final payment will be made when all work agreed to by PMC, as identified in the SOW, is completed in accordance with this Agreement.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND PMC

FOR THE PROVISION OF PROFESSIONAL **SERVICES**

TERM:

FROM: November 3, 2013 **TO:** December 27, 2014

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

PMC will be compensated only for expenses incurred while performing tasks specified in the Scope of Work (Please see Attachment A). Travel and Per Diem expenses will be paid out of the $26,831 total cost of the contracted work and only tasks included in the SOW, will be reimbursed.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND PMC

FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: November 3, 2013 TO: December 27, 2014

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

If the Consultant maintains higher limits than the minimums shown above, the County 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

1. **The County, 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 38 04 13).

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County 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 County 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 County. The County 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 County.

Claims Made Policies

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

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

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

pw

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND PMC
FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: November 3, 2013 TO: December 27, 2014

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 Consultant, 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 Consultant. 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 Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, 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 consultant. 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 consultant 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.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO

AND PMC

FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: November 3, 2013 TO: December 27, 2014

FEDERAL FUNDS ADDENDUM

6. **Contractor's Endorsement on PS&E/Other Data.** The consultant'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.** Consultants 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 consultant shall comply with OSHA regulations applicable to the contractor regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant 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 Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant 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

For Clerk's Use Only:
AGENDA NUMBER
18

☒ 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: November 5, 2013

SUBJECT: Contract with Southern California Edison (SCE) to do work on Local Government Strategic Plan Strategies Solicitation Phase 3, for an amount not to exceed $57,452.

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors: approve the contract between the County and SCE to do work for the Local Government Strategic Plan Strategies Solicitation Phase 3, and authorize the Chairperson to sign. The work will include researching funding for seed money and preparing a plan for an Energy Efficiency Revolving Loan Fund (EERLF) for energy efficiency projects on County facilities. The EERLF will not be set up or funded in the future with County money. If staff cannot identify funding opportunities from outside sources the EERLF will not be implemented.

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, inlcuding local governments. Inyo County submitted and received funding in 2009 from SCE for Local Government Strategic Plan Strategies Solicitation Phase 2. 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. On March 26, 2013 the Board authorized planning staff to respond to a Request for Proposals from SCE for the Phase 3 solicitation.

Using the momentum from preparing the CESEAP, staff will research funding opportunities for seed money to set up a fund and develop policies and a plan for an EERLF as a means to implement, but not be limited to, the projects identified in the Energy Action Plan. This fund will be used to finance energy efficiency projects on county facilities, the savings realized from the energy savings will then be put back into the fund for additional energy efficiency projects. This work meets the meet *Strategic Plan Goal 3* as set forth by SCE in 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 EERLF 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, Treausuer/Tax Collector, the County Financial Advisory Board and the County Administrative Officer (CAO). The services of consultants will also be needed for expertise in setting up an "in house" funding program. The development of the REEF would include:

a. Researching EERLF type programs other jurisdictions have created;
b. Working with the CAO and elected officials to develop EERLF goals and policies;

c. Developing a EERLF 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.

Although the County is the contract implementer, 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:

- Do not approve the contract between the County and SCE to do work for a Local Government Strategic Plan Strategies Solicitation Phase 3, and authorize the Chairperson to sign. This option will remove the opportunity for the County to pursue a funding mechanism for energy efficiency projects.
- Direct staff to modify the contract. This option would likely take longer than the SCE deadline for the final contract allows.

OTHER AGENCY INVOLVEMENT:

Southern California Edison

FINANCING:

Staff time to work on these projects will be paid for through SCE/California Public Utilities Commission funding. No County funding will be used to for an EERLF.

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.)* 10/9/2013
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* 10/15/2013
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

Date: 10-16-13

Attachments:

1. Contract
2. Statement of Work

Attachment

Contract

SOUTHERN CALIFORNIA EDISON

CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN
IMPLEMENTATION CONTRACT

County of Inyo Strategic Plan Strategies Phase 3

THIS CONTRACT FOR SERVICES ("Contract") is by and between SOUTHERN CALIFORNIA EDISON ("SCE") and the County of Inyo ("Implementer"), which Contract shall be effective as of November 5, 2013 ("Effective Date"). SCE and Implementer may be referred to herein individually as a "Party" and collectively as the "Parties.

WHEREAS, on November 8, 2012 in Decision 12-11-015, the California Public Utilities Commission ("Commission") authorized certain energy efficiency programs, including the Energy Leader Partnership Program for the 2013-2014 program cycle

WHEREAS, in Decision 12-11-015, the Commission further authorized SCE to conduct a solicitation for certain energy efficiency strategic planning activities in connection with, and to support, its approved Energy Leader Partnership Programs and local governments generally;

WHEREAS, SCE has selected the Implementer to implement the County of Inyo Strategic Plan Strategies Phase 3 (referred to hereinafter as the "Program"), promoting long-term energy efficiency and climate action activities;

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

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

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

1.0 DEFINITIONS:

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

1.1. Business Day: The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.

1.2. Calendar Day: The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Contract are Calendar Days.

1.3. Contract: This document issued by SCE to Implementer, as may be amended in writing as provided herein, which authorizes the Work, states the terms and conditions, and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between the Parties, with the following priority in the event of conflicting provisions: Amendments, from the most recent to the earliest; the Statement of Work; this Contract; and any other referenced documents.

1.4. Energy Efficiency Measure (or Measure): As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008.

1.5. EM&V: Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.

1.6. Implementer Budget: The approved maximum budget for funding the performance by Implementer of the Program, as set forth in the Statement of Work attached hereto as Exhibit A.

1.7. Incentive: As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008.

1.8. Jobsite: An SCE facility or designated third party property at or for which the Work is performed.

1.9. Participating Municipality: Those jurisdictions or member cities that: (i) are located in SCE's service territory; and (ii) have been selected by SCE and Implementer to participate in the County of Inyo Strategic Plan Strategies Phase 3 as set forth in the Statement of Work.

1.10. Program: The County of Inyo Strategic Plan Strategies Phase 3 program.

1.11. Procurement Energy Efficiency Funds: The funds which make up the Implementer Budget and which are collected from electric utility ratepayers for public purposes programs, including energy efficiency programs approved by the Commission.

1.12. Statement of Work (SOW): A statement of the tasks to be performed by the Implementer, commercial terms including the Implementer Budget, reporting requirements and other necessary information, as set forth in Exhibit A and

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

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

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

2. PURPOSE

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

The Program was designed in furtherance of California's Long-Term Energy Efficiency Strategic Plan adopted by the Commission in 2008 ("Strategic Plan"). The Strategic Plan was formulated and developed through a collaborative effort among key stakeholders, including local governments, SCE and other California investor-owned utilities, and the Commission's Energy Division, and provides a strategic menu list of options that local governments can address during the 2013-2014 program cycle. The goal of the strategic plan menu is to present activities centered on energy efficiency and to address the "Big, Bold" strategies found in the Strategic Plan. The strategies are designed to embed and institutionalize energy efficiency in policies, programs, and processes within local governments.

3. AUTHORIZED WORK

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

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

4. OBLIGATIONS OF PARTIES

4.1. General Obligations of Implementer.

4.1.1. Implementer will appoint a Program representative ("Implementer Representative") who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of Implementer in carrying out its obligations under this Contract. Such

appointment shall be communicated in writing to SCE's designated Contract Program Manager within ten (10) Business Days following execution of this Contract.

4.1.2. Implementer shall be responsible for achieving the goals and objectives and producing the deliverables as set forth in the Statement of Work.

4.1.3. Implementer shall perform its Work obligations within the Implementer Budget and in conformance with the schedule associated with such Work as set forth in the Statement of Work, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.

4.1.4. Implementer shall be primarily responsible for coordinating the preparation of all Program-related documents, including all required reporting of Implementer pursuant to Section 9, and any such other reporting as may be requested by SCE. Implementer shall obtain the approval of SCE prior to usage of any SCE Program documents or other energy efficiency program documents or materials offered by SCE.

4.1.5. Upon reasonable request, Implementer shall submit to SCE all contracts, agreements or other requested documents with Implementer's Subcontractors performing Work for the Program.

4.2. General Obligations of SCE.

4.2.1. SCE will appoint a Program representative ("SCE Representative" or "Contract Program Manager" ("CPM")) who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of SCE in carrying out SCE's obligations under this Contract.

4.2.2. SCE shall administer the Procurement Energy Efficiency funds authorized by the Commission for the Program in accordance with this Contract.

5. MARKETING

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

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

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

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

6. CONTROL OF WORK

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

6.2 Changes to Work:

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

6.2.2 SCE Authority To Shift Funds Or Modify: Notwithstanding Section 6.2.1, SCE, in its sole discretion, may reallocate funds among the programs in its energy efficiency portfolio, or modify in anyway the program, funding or Work. In the event that SCE elects to change or modify the funding, program or Work, Implementer shall be notified in writing and if applicable by a Change Order to this Contract. Such Change Order will specify any changes to the Implementer's Scope of Work and may increase, decrease, or terminate overall program funding, as reasonable under the circumstances, including provision that Implementer shall in all cases be paid for Work performed and expenses incurred or committed in accordance with the Statement of Work through the effective date of the Change Order.

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

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

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

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

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

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

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

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

7. FITNESS FOR DUTY/JOBSITE ACCESS REQUIREMENTS

7.1 Fitness for Duty:

7.1.1 Implementer and its Subcontractor personnel on a Jobsite:

(i) Shall report for work in a manner fit to do their job;

(ii) Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician for such person so long as the performance or safety of the Work is not affected thereby); and

(iii) Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of SCE.

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

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

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

7.2. JOBSITE ACCESS REQUIREMENTS

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

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

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

8. DOUBLE DIPPING PROHIBITED

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

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

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

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

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

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

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

9. REPORTING/EM&V

9.1. Reporting. The Parties shall implement all reporting requirements set forth in the Statement of Work, including Appendix A and D of the Statement of Work. The reporting requirements set forth in such Appendix D will be amended when issued by the Commission for the 2013-2014 Program cycle, and may be amended from time to time thereafter at the discretion of the Commission. Upon issuance by the Commission of revised reporting requirements for 2013-2014 related to the Program, such Commission-approved reporting requirements shall replace the reporting requirements set forth in Appendix D of the Statement of Work in their entirety upon written notice to the Implementer, which notice shall include a copy of the revised Appendix D. Should the revised reporting requirements anticipated by this section unduly impose additional burdens on Implementer, Implementer may terminate its obligations under the terms of this Contract, unless SCE and Implementer mutually agree to revise the Statement of Work or Implementer Budget to account for the burden placed on Implementer due to the newly imposed reporting requirements.

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

10. PAYMENTS/COMMERCIAL TERMS

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

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

10.2.1. General Provisions.

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

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

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

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

10.2.3.1 Status

a. SCE's Contract number.

b. Task Description.

c. Cost incurred to date.

d. Current monthly amount invoiced.

e. Cumulative amount invoiced to date.

f. Current monthly and cumulative amounts authorized, and justification for all variances between amounts authorized and incurred or invoiced.

g. Statement of deliverables for the period.

10.2.3.2 Labor

a. Dates worked.

b. Personnel name, work hours and classification.

c. Personnel Fixed rate.

d. Description of Work performed by task.

e. Completion of Appendix "C" of the Statement of Work.

10.2.3.3 Reimbursable expenses (pre-approved by SCE)

a. Material costs.

b. Subcontract costs.

c. Out-of-Pocket expenses.

d. Travel costs.

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

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

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

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

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

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

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

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

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

11. COMPLIANCE WITH LAW; PERMITS, STATUTES AND CODES

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

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

11.3 Implementer Policy for Web Accessibility.

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

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

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

11.3.2 Attachments that are posted on a web page for download must also be made web accessible. Attachments include, and are not limited to, Adobe Acrobat PDF files, Microsoft Office files, or any other type of file intended for a customer to download and review offline. An exception may be allowed only if the content contained within the download is already offered on the web site in a web accessible format, and the downloadable attachment is duplicative to the content or transaction displayed on web pages. Such exceptions must be documented and requested by the Implementer, agreed upon by both Implementer and SCE, and granted by SCE prior to declaring any attachment exempt from web accessibility compliance.

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

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

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

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

11.3.4.3 SCE requires an annual web accessibility audit of SCE's web properties by an independent auditor. Any part or all pages of a third-party hosted web site may be included in the annual audit. If the independent auditor identifies any web page, content or transaction that was previously communicated as being compliant but is subsequently found to

be in violation, 1) Auditor will identify, in writing, the specific web page content or transaction form where the violation is found, the specific WCAG 2.0, Level AA guideline that has been violated, and what the specific violation is determined to be; 2) SCE shall provide Implementer with audit report, 3) Implementer agrees to correct the item(s) in violation on its own accord, with no cost impact to SCE, in a timeframe that both SCE and Implementer agree to, not to exceed 30 calendar days.

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

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

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

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

11.3.6.1 If the Implementer is unable to locate a product that meets both business functionality requirements and web accessibility compliance requirements, the Implementer must communicate such limitations, in writing, and justify the software selection choice. Implementer shall also request the software manufacturer of desired product to produce such limitations in writing (i.e. in the form of product specifications, formal response from software manufacturer's technical support) and subsequently provide such documentation to SCE. SCE shall reserve final decision-making authority to approve the usage of

such software to deliver desired business functionality.]

12. INDEMNITY/CONSEQUENTIAL DAMAGES

12.1. Indemnity. Implementer shall indemnify, defend and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) any act or omission of Implementer, its Subcontractors, or any of their respective employees, officers and agents, relating to this Contract, or (b) Implementer's breach of this Contract or of any representation or warranty of Implementer contained in this Contract. Notwithstanding the foregoing, any such expense, claim, loss, damage, liability or action resulting from SCE's active negligence or willful misconduct is excluded from Implementer's obligation to indemnify and hold harmless SCE under this Contract.

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

13. DEVELOPMENTS/PROPRIETARY RIGHTS

13.1. Ownership. The Parties acknowledge and agree that SCE, on behalf of its customers, shall own all deliverables, data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, intellectual property, inventions and trade secrets and all deliverables produced in the performance of this Contract, whether proprietary or non-proprietary; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although Implementer shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this Contract, it will have a permanent, royalty free, non-exclusive license to use such Developments.

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

13.3. Infringement.

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

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

14. INSURANCE

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

14.1.1. Workers' Compensation: statutory minimum.
14.1.2. Employer's Liability coverage: $1 million minimum.
14.1.3. Commercial General Liability: $2 million minimum per occurrence/$4 million minimum aggregate.

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

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

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

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

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

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

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

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

15. CUSTOMER CONFIDENTIALITY REQUIREMENTS

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

15.2. Confidential Customer Information. "Confidential Customer Information" includes, but is not limited to, an SCE customer's name, address, telephone number, account number and all billing and usage information, as well as any SCE customer's information that is marked "confidential". If Implementer is uncertain whether any information should be considered Confidential Customer Information, Implementer shall contact SCE prior to disclosing the customer information.

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

15.4. Commission Proceedings. This provision does not prohibit Implementer from disclosing non-confidential information concerning the Work to the Commission in

any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

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

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

16. SECURITY INCIDENT PROVISIONS

16.1. SCE Personal Information.

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

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

16.2.1. Notwithstanding any other provision in the Contract or Contract, Implementer's nondisclosure obligations with respect to SCE Personal Information shall survive any expiration or termination of the Contract in perpetuity. Upon the expiration or termination of the Contract, or at any time upon request of SCE, all SCE Personal

Information in any medium, including all copies or parts thereof, shall be returned to SCE or destroyed, except that Implementer may retain one copy of any materials prepared by Implementer containing or reflecting SCE Personal Information if necessary for compliance with its internal record-keeping or quality assurance requirements only. If destroyed, such destruction shall be certified in writing by Implementer.

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

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

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

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

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

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

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

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

16.3.3.2. At SCE's or its affiliates', as the case may be, request, Implementer will meet with SCE or its affiliates, as the case may be, to discuss the cause of the Security Incident, Implementer's response, lessons learned and potential improvements to Implementer's system security processes and procedures.

16.3.4. Compromise of SCE Personal Information.

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

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

(b) Develop, implement and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of the Implementer's business and the nature and scope of Implementer's activities to

protect SCE Personal Information from unauthorized access, destruction, use, modification, or disclosure.

16.3.4.2. Notice Requirements for Personal Information. In the event of a Security Incident where SCE Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person, Implementer shall immediately provide the SIR required by Section 16.3.3. Such SIR shall state that SCE Personal Information may be involved, and shall describe the suspected nature of such SCE Personal Information.

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

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

16.3.7. Indemnification for Security Incidents. Implementer shall, at its own cost, defend, indemnify and hold harmless SCE, its affiliates, officers, agents, employees, assigns and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expense, fines or penalties, or any of them, resulting from any Security Incident. Any limitation of liability that may be in the Contract or Contract shall not apply to this Section 16.3.7.

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

17. CONFLICT OF INTEREST

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

affirmations to SCE during performance of the Work within thirty (30) days following any change thereto.

18. TIME IS OF THE ESSENCE

Implementer hereby acknowledges that time is of the essence in performing their obligations under this Contract. Failure to comply with milestones and goals stated in this Contract, including but not limited to those set forth in Exhibit A of this Contract, unless caused by SCE, may constitute a material breach of this Contract, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted, funding redirected by SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work, other than as specifically set forth in the Statement of Work, must be performed and completed by December 31, 2014.

19. IMPLEMENTER DISPUTES

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

20. RIGHT TO AUDIT

SCE and the Commission shall have the right to audit Implementer at any time during the term of this Contract and for five (5) years thereafter. An audit may include, but is not limited to, a review of Implementer's financial records relating to the Work, program implementation procedures, program marketing material, program implementation documents, field audits of Implementer employees or Subcontractors, energy efficiency savings provided by the program, funds spent to date, information relating to the substantiation of program expenditures, incentives paid to date, customers given incentives to date, lists of employees and respective duties, lists of Subcontractors and their respective responsibilities or service provided.

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

Any request made pursuant to this section shall be at the sole cost and expense of SCE. SCE further agrees to reimburse Implementer for reasonable out-of-pocket expenses incurred by it as a result of any such request.

21. MODIFICATIONS

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

22. TERM

This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below, this Contract shall terminate at midnight December 31, 2014; provided however, that all Work and services shall be completed by the dates specified in the Statement of Work.

23. TERMINATION OR CANCELLATION

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

23.2. Termination for Convenience: Notwithstanding any other provisions of the Contract, SCE shall have the unilateral right to terminate the Work, or any portion thereof, or the Contract by the issuance of a Change Order, which shall not require Implementer's acceptance.

Subject to the provisions of Section 23.3 and 23.4 hereof, SCE shall complete the payments for all Work accepted by SCE and for any expenses, incurred or committed (and for which Implementer cannot cancel) by Implementer in connection with the Work through the effective date of termination. SCE, at its option, may take possession of any Material paid for by SCE. The provisions of this Section 23.2 shall be Implementer's sole remedy resulting from such termination.

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

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

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

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

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

24. WRITTEN NOTICES

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

Implementer:
Inyo County Planning Department
ATTN: Joshua Hart
PO Drawer L
Independence, CA 93526

SCE:
Southern California Edison
Michael DeSousa
1515 Walnut Grove Ave
Rosemead, CA 91770

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

25. INDEPENDENT CONTRACTOR

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

written authorization from SCE. SCE and Implementer shall each maintain sole and exclusive control over its respective personnel and operations.

26. BENEFIT TO SCE CUSTOMERS

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

27. ENVIRONMENTAL, HEALTH & SAFETY REQUIREMENTS

The "Southern California Edison ENVIRONMENTAL, HEALTH & SAFETY HANDBOOK FOR CONTRACTORS", dated January 10, 2010, is hereby incorporated by reference into this Contract. Implementer shall immediately notify the SCE Representative if Implementer is unable to meet ANY of the requirements set forth therein. SCE may cancel this Contract if Implementer fails to meet the requirements set forth in this Handbook. Such cancellation shall not be deemed a termination under the termination provisions of this Contract.

28. NON-DISCRIMINATION CLAUSE

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

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

29. NO WAIVER

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

30. ASSIGNMENT

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

31. SEVERABILITY

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

32. GOVERNING LAW; VENUE

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

33. SECTION HEADINGS

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

34. SURVIVAL

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

35. ATTORNEYS' FEES

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

36. PRIOR WORK.

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

37. ENTIRE AGREEMENT

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

38. COUNTERPARTS.

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

[SIGNATURE PAGE FOLLOWS]:

SIGNATURE PAGE

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

IMPLEMENTER:

County of Inyo
Board of Supervisors

_____

By: Linda Arcularius
Title: Chairperson

SCE:

SOUTHERN CALIFORNIA EDISON COMPANY

_____

By: Erwin Furukawa
Title: Senior Vice President,
Customer Service

EXHIBIT A

STATEMENT OF WORK (with Appendices A-E)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time: ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Contracts for Environmental Services for the Northland Power Independence, LLC (Northland) Solar Project

DEPARTMENTAL RECOMMENDATION:

1. Approve the Contract between the County of Inyo and CAJA Environmental Services, LLC (CAJA) for the provision of environmental review and processing services for an Environmental Impact Report (EIR) for the Northland Solar Project, in an amount not to exceed $471,572 for the period of November 6, 2013 through April 30, 2015, and authorize the Chairperson to sign, contingent upon adoption of future budgets.

2. Approve the Contract between the County of Inyo and Northland with the terms and payment provisions specified in the contract for the County to provide environmental review and processing services related to the EIR for the Northland Solar Project, and authorize the Chairperson to sign, contingent upon adoption of future budgets.

SUMMARY DISCUSSION:

Northland has submitted an application to construct a 200 megawatt photovoltaic (PV) power plant on a 1,280-acre site located about five miles east of Independence, CA.

Project Proposal: Northland proposes to construct and operate a PV power plant generating about 200 megawatts of power. The site is located approximately five miles east of Independence off of Mazourka Canyon Road. The plant will consist primarily of PV panels, such as fixed racking, single axis (Horizontal) tilt, and/or single axis (Azimuth) tracker. Access will be via Mazourka Canyon Road, and two alternative intertie connections are being considered, one directly to the transmission facilities from the southwest side of the site, and the second via Mazourka Canton Road. In addition to the solar panels, the applicant is proposing to construct a 10,000 square foot operations and maintenance building and a parking lot for 10-15 vehicles. It is anticipated to employ approximately seven full-time employees. The useful life of the plant is 35 years when it will either be "repowered" with improved modules or decommissioned. The applicant has requested a General Plan Amendment (GPA), Zone Reclassification (ZR), and a Renewable Energy Development Agreement (REDA)

History: The project site was the subject of a BLM land exchange in 1999, known as the Independence/ Conway Land Exchange. The exchange resulted in the public acquisition of private lands near Mono Lake and the disposition of the project site into private ownership. Several development concepts have been proposed for the site since, but no applications have been carried forward. The project site is vacant and relatively undisturbed.

Required Environmental Clearance: The County has determined that in order to consider the proposed Northland solar project, an EIR must be prepared in order to comply with the California Environmental Quality Act (CEQA).

Request for Proposals: The County issued a Request for Proposals (RFP) in February of 2013 to the firms noted in the table below. A committee of County staff reviewed and scored the submitted EIR proposals in April of 2013. The top two firms, Helix and CAJA were invited to an interview and CAJA was subsequently selected as the firm to prepare the EIR for the project. The applicant elected to postpone entering into a contract until they felt confident that they would enter into a Power Purchase Agreement (PPA) with Los Angeles Department of Water & Power (LADWP).

The results of scoring for the proposals, as well as the proposed EIR fees, are shown in the table below.

Proposal Scores and Fees
(out of 100 possible)

Lead Firm	Score	Fee
Helix Environmental Planning, Inc.	85	$196,000
CAJA Environmental Services, LLC	85	$323,367
Impact Sciences	69	$170,820
Kleinfelder	64	$498,450
Tetra Tech	(No proposal ultimately submitted)	(No proposal ultimately submitted)

CAJA was selected, despite it being more expensive because of their performance in the interview and their experience with solar projects of similar scope and size. CAJA's approach to identifying and mitigating any socio-economic impacts from the project as well as their proposed methodology for evaluation of the biological impacts was much stronger than that of the other firms. CAJA also noted Title 21's reclamation requirement in their proposal and how it would be incorporated into the EIR.

CAJA, formerly Christopher A. Joseph and Associates, is an environmental consulting firm that provides environmental planning services for both public and private sector clients. The company specializes in the management and preparation of environmental documents as required by State and federal laws. The company recently teamed up with Environmental Management Associates (EMA) on another local project and is proposing to do the same on this project. They also are proposing as an optional task to use the firm of Onaka Planning & Economics (OP/E) as a sub-consultant to complete a socioeconomic impacts study as recommended by Title 21 of the Inyo County Code (ICC).

The EIR will be managed by CAJA's Chris Joseph acting as principal, and Rob Carnachan acting as project manager. Terry Thomas of EMA will also be assisting in the management of the project. Mr. Joseph, Mr. Carnachan, and Mr. Thomas all have over 20 years of professional experience in environmental consulting and planning work.

EIR Scope: CAJA's scope of work for the project includes preparation of the Project Description, Draft EIR, Mitigation, Monitoring, and Reporting Program (MMRP), Final EIR, and related work, as well as

attending meetings with staff, interested parties, the public, and hearings. The team will make use wherever possible of existing information and technical studies done from the previous entitlement work, to avoid duplication of effort and minimize costs. CAJA is proposing as an optional task to utilize the firm of Onaka Planning & Economics to complete a socioeconomics impacts study.

Contracts: Northland and CAJA have agreed to the attached contracts. CAJA did not request any changes to Standard Contract No. 156. Northland has requested to reimburse the County for the environmental services in installments, which is included in the proposed contract. Northland will provide $80,000 to begin the EIR process. During the initial 90 days, once the trust fund has diminished to $20,000, Northland will deposit sufficient funds to bring the total amount on deposit with the County to $80,000. After the initial 90 days, the threshold for replenishment will be $40,000. To ensure that adequate funds are available in the County trust fund to pay for the services as they are rendered, CAJA has agreed to notify the County upon expending $40,000 increments.

Next Steps: Staff recommends that the Board approve the attached contracts so that the EIR process for the Northland Solar Project can commence. If contracts are approved, the consultant would begin working on the EIR, with a subsequent draft EIR ready for public comment in late 2014.

ALTERNATIVES:

To **NOT** approve the recommended consultant and to **NOT** approve the attached contracts. This option is not recommended because the required level of CEQA expertise and technical environmental information (i.e., biology, cultural, socioeconomics, etc.) for the project is not readily available amongst County staff. Of the proposals submitted for the project, that from CAJA best meet the County's criteria for the project.

OTHER AGENCY INVOLVEMENT:

Inyo County Counsel, Auditor, Public Works Department, Administrator, and numerous other State and local agencies (e.g., California Department of Fish and Game, Caltrans, etc.).

FINANCING:

The contract with Northland will provide for reimbursement of costs incurred by the County for the contract with CAJA and other County-provided services necessary to process the application. The contract with Northland includes the required 20-percent overhead. The Planning Department budget for fiscal year 2013-14 includes $60,000 in Object Code 5265 (Professional Services) for the EIR consultant and $65,000 in revenue to offset this cost, as well as staff time and overhead for the subject 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: yes Date 8/9/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 8/12/2013
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: J Date 9/20/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 10-23-13

Attachments:

Inyo County Standard Contract No. 156 with CAJA Environmental Services, LLC (CAJA)
Inyo County Modified Contract No. 165 with Northland Power Independence, LLC (Northland)

AGREEMENT BETWEEN COUNTY OF INYO
AND CAJA ENVIRONMENTAL SERVICES, LLC
FOR THE PROVISION OF ENVIRONMENTAL **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the environmental services of CAJA Environmental Services, LLC (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 Planning Director or designee. 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 November 6, 2013 to April 30, 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 Planning Director. 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 471,572 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.

For design professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims,demands,costs,or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of design professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Notwithstanding the above, Consultant shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of non-design professional services under the terms of this agreement caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

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 agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the Entity.

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:
Planning Department — Department
168 North Edwards, PO Drawer L — Address
Independence, CA 93526 — City and State

Consultant:
CAJA Environmental Services, LLC — Name
11990 West San Vicente Blvd., Ste. 200 — Address
Los Angeles, CA 90049 — 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 CAJA ENVIRONMENTAL SERVICES, LLC
FOR THE PROVISION OF ENVIRONMENTAL **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: _____
Signature

Chris Joseph
Print or Type Name

Dated: 5-2-13

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____ 9/17/2013
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 CAJA ENVIRONMENTAL SERVICES, LLC
FOR THE PROVISION OF ENVIRONMENTAL **SERVICES**

TERM:

FROM: NOVEMBER 6, 2013 **TO:** APRIL 30, 2015

SCOPE OF WORK:

Refer to attached. Consultant shall not work on any optional task or contingency without prior authorization from County.

SCOPE OF WORK

The team of CAJA Environmental Services, LLC and Environmental Management Associates, Inc. (CAJA/EMA) will perform the following anticipated tasks to meet the overall objectives of the Project.

Task 1 – Project Administration Tasks: The proposed Scope of Work is expected to be completed over a relatively short time frame highlighting the need for good planning at the outset of the consulting services and seamless coordination with the County and the Applicant to meet the overall objectives of the Project in a timely manner without compromising the defensibility of the CEQA document. The CAJA/EMA team understands the critical importance of schedule to this Project. The CAJA/EMA team will perform the following administrative tasks.

Project Initiation and Planning: CAJA/EMA is familiar with both the type of solar power generation facility being proposed and the vicinity of the proposed site. CAJA/EMA will request copies of any County or Applicant documents, requirements or other information not currently in our library. Unless a face-to-face Project initiation meeting is requested by the County, the team is prepared to initiate the Project via telephone and email correspondence.

Kickoff Meeting/Site Visit: An in-person kickoff meeting is proposed as the venue for the initial transfer of information, instructions and scheduling of the proposed Scope of Work. At a minimum, CAJA/EMA recommends that representatives from the Inyo County Planning Department, the Applicant and CAJA/EMA representatives be in attendance. The purpose of the meeting is to: 1) introduce the project team; 2) collect all relevant documents; 3) discuss the desired format of the EIR; 4) resolve issues regarding overall assumptions; 5) identify key contacts; and 6) discuss communication protocols. At the same time, CAJA/EMA will again visit the site to: 1) document in photographs the existing condition of the site and the surrounding area; 2) conduct a land use survey of surrounding uses; 3) conduct a general field survey; 4) observe and document hydrologic conditions on the site; and 5) identify key observation points for visual resource analysis.

Project Management and Quality Control: CAJA/EMA will assign a single Project Manager to the Project who will be responsible for all agency correspondence, Project coordination and work products. The Project Manager will be the primary source of contact with County representatives and the Applicant. The Project Manager will review all work products before their release. CAJA/EMA principals will provide oversight management.

Review and Technical Editing of Documents: CAJA/EMA will prepare preliminary drafts of all work products for internal peer review prior to releasing the peer-reviewed draft documents to the County for agency review. Informational copies of the draft work products will also be made available to the Applicant with the concurrence of the County. CAJA/EMA will integrate suggested changes and comments into final draft documents that will again be provided to the County for review prior to release.

Coordination with Lead Agency and Applicant: Because of the short duration of the Project, CAJA/EMA recommends that brief weekly telephone conference calls be conducted among key CAJA/EMA, County and Applicant representatives to transfer information, provide status updates and coordinate Project activities. CAJA/EMA will encourage frequent communications by telephone and email as the simplest and most cost-effective means for transferring information and keeping all parties current on the status of the project.

Task 2 – Prepare Preliminary Project Description, Identify Alternatives, and Review Proposed Reclamation Plan: For purposes of this Proposal, it has been assumed that no relevant technical studies have been completed prior to commencement of the EIR process. Qualified members of the CAJA/EMA team will be assigned responsibility for evaluating the effects of the project on specific environmental resources (i.e., biological resources, air quality, visual resources, etc.) in conformance with CEQA guidelines and the Inyo County CEQA Procedures. These team members will be responsible for preparing/reviewing the technical studies completed for the Project and independently determining the accuracy and adequacy of the respective studies as the core of the baseline information needed to prepare the EIR. CAJA/EMA will work with County staff and the Applicant (if requested) to develop and refine up to four preliminary project alternatives (including the required No Project Alternative) sufficient for use in the alternatives section of the EIR. These alternatives would be refined during the EIR drafting process as warranted by the results of the EIR analyses in order to arrive at a reasonable range of alternatives that is crafted to avoid or significantly lessen any significant environmental impacts of the proposed project while still meeting most of the basic project objectives. In addition, CAJA/EMA will work with the County to develop a list of cumulative projects for use in the cumulative impacts analysis. CAJA/EMA will also review the draft project reclamation plan required under Title 21 of the County Code. The project site reclamation plan is expected to

address how the site would be decommissioned and will be provided to the County by the Applicant for inclusion in the CEQA review.

Task 3 – Prepare the Initial Study/Conduct EIR Scoping: The draft scope of the EIR as outlined in the Initial Study will be finalized at the conclusion of the NOP circulation period and may be modified as necessary to account for the input received in response to the NOP and at the public EIR scoping meeting.

Task 4 – Prepare the Administrative Draft EIR and Supporting Technical Studies: CAJA/EMA will prepare an Administrative Draft EIR in conformance with CEQA guidelines and Inyo County requirements. The major sections of the EIR would consist of: (1) Title Page, (2) Table of Contents, Tables, and Figures, (3) Introduction (including the environmental review process, focus of the Draft and Final EIR, and intended uses of the EIR), (4) Executive Summary, (5) Project Description (including project objectives, project location, project characteristics, scope of the project, required approvals, and list of cumulative projects), (6) Major Analysis Sections (including for each section the relevant environmental setting, regulatory framework, project design features/environmental protection measures, thresholds of significance, environmental impacts, mitigation measures, and the level of impact significance following application of mitigation), (7) Project Alternatives, (8) Required CEQA Sections (including growth inducement, cumulative impacts, significant unavoidable or irreversible environmental impacts, and impacts found to be less than significant), (9) Organizations and Persons Consulted/List of EIR Preparers, (10) References, and (11) Technical Appendices (including all technical studies, detailed data, NOP, and NOP comments). CAJA/EMA will provide the Draft EIR to the County for review and comment cycles prior to being finalized for the start of the required public and agency review period.

This proposal assumes that comments received during NOP circulation will not expand the anticipated scope of resource categories analyzed in the EIR as potentially significant or significant. For purposes of this proposal, it is expected that the resource categories which the project may significantly impact will consist of: Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology/Soils (optional), Hazards/Hazardous Materials, Hydrology/Water Quality, Land Use/Planning, Population/Housing, Public Services, Recreation, Transportation/Traffic, and Utilities/Service Systems.

The following outlines CAJA/EMA's proposed approach to each of the technical chapters that is expected to be included in the EIR:

Aesthetics/Visual Resources

The aesthetics assessment for the project will primarily consist of an analysis of the visual impacts of the project facilities from representative public viewpoints. The project site would be most visible from Mazourka Canyon Road and elevated positions within the Inyo Mountains immediately east of the site. The project facilities would also be intermittently visible to travelers at a distance of five miles or more along an approximately 25-mile stretch of U.S. Highway 395 extending north and south of Independence. Distant views of the project would also be available from local trailheads and hiking trails in the eastern Sierra. Key observation points (KOPs) for the visual impact analysis will be selected with the concurrence of the County, and photographic simulations of the project facilities from the selected KOPs will be developed to facilitate the analysis.

A standardized visual rating methodology would be utilized to provide a measure of the visual quality of the existing landscape. The BLM's *Scenic Quality Rating Criteria*, or a similar variant of that methodology, is proposed for visual impact analysis. This assessment methodology is preferred because it allows the various landscape elements that comprise visual quality to be easily quantified and rated with a minimum of ambiguity or subjectivity. The existing baseline conditions would then be compared to the post-project conditions for the purpose of objectively evaluating the relative significance of the differences in numerical visual quality attributed to the project.

Available project-specific information about glare and glint from the proposed solar panels will also be utilized to evaluate potential impacts from glare and dazzle due to reflection from the proposed facilities. The assessment will also consider the potential for adverse impact from glare on military aircraft that periodically utilize the Owens Valley for flight training exercises. The project's visibility will be evaluated for consistency with goals and policies of the Inyo County General Plan in general, and specifically the Visual Resources section of the Conservation/Open Space Element and the Scenic Highways section of the Circulation Element.

Attachment A – Scope of Work

Air Quality

The air quality assessment will focus on fugitive emissions that would occur as a result of project construction activities and the longer-term fugitive emissions from the disturbed project site during operations. Project-specific information will be used in the air pollution emissions assessment (such as the proposed construction schedule and duration, the acreage to be graded, the mix and emissions ratings of the construction equipment expected to be used, any mitigation measures to be implemented, etc.). The air quality assessment would also integrate any proposed project design measures intended to reduce air emissions during site construction and operations.

Air pollutant emissions for most of the project construction and operations would be estimated using the current version of the California Emission Estimator Model (CalEEMod). Air pollutant emissions from other project construction and operation activities would be calculated using the U.S. Environmental Protection Agency's (EPA) *AP-42, Compilation of Air Pollutant Emission Factors* and the California Air Resources Board's (CARB) *Area-Wide Source Methodologies*, as appropriate. Construction and operations emission estimates for coarse particulate matter (PM_{10}), fine particulate matter ($PM_{2.5}$), carbon monoxide (CO), nitrogen oxides (NO_X), sulfur dioxide (SO_2), reactive organic compounds (ROCs), and greenhouse gases (GHGs, CO_2e) would be prepared. An air quality report would be prepared documenting the methodology and results of the assessment to be used as an appendix to the EIR. The air quality section of the EIR would document the methodology and findings of emissions modeling assessment and compare the calculated emissions to applicable Great Basin Unified Air Pollution Control District CEQA air pollutant emission significance thresholds or other potentially useful emission significance thresholds, as appropriate. The project will also be evaluated for consistency with goals and policies of the Inyo County General Plan in general, and specifically the Air Quality section of the Public Safety Element.

As part of the Air Quality section, a brief discussion of the Project's anticipated greenhouse gas emissions (GHG) will be included. This analysis will contain a quantitative estimation of the GHGs produced during Project construction as well as a discussion of the Project's anticipated beneficial contribution to the statewide reduction of GHGs once operational.

Biological Resources

The biological resources assessment will require botanical and wildlife surveys of the project site and vicinity. A preliminary search of relevant literature, including California Natural Diversity Database (CNDDB) occurrences of rare plants and animals known to occur in the vicinity of the project area, will be conducted. Representatives of the California Department of Fish and Wildlife (CDFW) and other agencies will be contacted to identify any specific concerns that they may have. The background biological information will be used to develop appropriate site-specific search parameters and methods for the field surveys. Survey timing, limits, and protocol details will be based, in part, upon the outcome of the literature search and contact with knowledgeable local agency personnel.

Fieldwork will ultimately cover the entire 1,280-acre project site as well as the proposed project access from Mazourka Canyon Road and the Alternative A and B transmission line corridors. The biological surveys will be undertaken during the appropriate floristic period for potentially occurring special status plant species and the optimum window for wildlife species survey, but with the intent of completing them during spring 2013. The survey strategy will include relatively intensive surveys within habitats that have been or could be viewed as suitable for the target species identified.

A written biological resources survey report will be prepared documenting the survey methodology and will include field notes and site or specimen photographs. The report will also include a detailed map of habitat types occurring in the project area. If any individuals or populations of special status species are located during the investigation, the location of the finding will be mapped. The biological resources surveys will be conducted under the direction of Jim Paulus, Ph.D. (see attached qualifications profile), and the final Biological Assessment (BA) style report will include the inventory, habitat descriptions, vegetation community boundaries, and results of the literature review. The report will also provide general life history and habitat restriction information.

The findings of the biological surveys will be summarized in the text of the EIR, and the biological resources survey report will be appended to the EIR. The biological resources section of the EIR will evaluate the potential for adverse impacts on the biological resources in the project vicinity from project construction, facilities and operations. Determinations will be made on the potential significance of the impacts identified, as required by CEQA, and appropriate mitigation measures will be developed as determined necessary. The project will also be

evaluated for consistency with the goals and policies of the Inyo County General Plan in general, and specifically the Biological Resources section of the Conservation/Open Space Element.

Optional Biological Tasks:

A series of potential optional tasks relating to biological resources has been identified by CAJA/EMA. Depending on the resources observed during preparation of the BA report for the project site, as well as on agency consultation and review/comment, the following additional tasks may be necessary for the EIR and are as follows:

Jurisdictional Waters Delineation (Optional): Four blue-line streamcourses and their branches have been identified on the topographic map of the project site. Delineation of these streamcourses may be required by one or more agencies to establish the boundaries of the jurisdictional waters of the U.S./State on the project site. It is possible that the proposed, intensive habitat survey of the project site will be adequate, or could be modified to be adequate, for this purpose; but direct communications with the Army Corps of Engineers and CDFW may be required to confirm this approach. If necessary, CAJA/EMA is prepared to conduct the more formal jurisdictional waters delineations of the blue-line streamcourses on the site as an optional add-on assessment. The scope and projected budget for providing this optional jurisdictional delineation is provided as Attachment 1.

Optional Bio Task 1 would be needed if the DEIR process results in highly technical questions from reviewers or public commenters regarding biological or wetland resources. Under this task, Dr. Paulus would be available to attend meetings, author or advise on the utility of DEIR mitigation measure wording, and author or aid in the development of responses to DEIR comments.

Optional Bio Task 2 would be needed in the unlikely event that a listed species is found during contracted 2013 surveys for plant and wildlife resource inventory tasks. Late season 2013 detection would necessitate this task to be performed in 2014. Protocol timing and intensity would vary by species, with details agreed upon during a series of agency meetings. For example, detection of Panamint Alligator Lizard on site would likely trigger supplemental surveys for adults during June and surveys for juveniles in August. The protocol may include as many as 20 survey days for adults and 20 more days for juveniles, as well as reporting. Nest surveys would be triggered only in the event that ground disturbing activities must be conducted prior to the start of project construction.

Optional Bio Task 3 would cover any additional survey needs that may arise from DEIR review or publication. Directed surveys would be conducted to efficiently answer presence/absence questions (for example, it may be difficult to defensibly document rare annual plant absence during the abnormally dry 2013 growing season). A separate report would be prepared for any supplemental surveys that are needed.

Optional Bio Task 4 may be needed if the project proponent requests that additional lands (off site) be surveyed to determine their suitability as mitigation lands that would be added to the project to offset potential impacts. Off site mitigation is a strategy that may be tried when sensitive or potentially unmitigable on site resource conflicts are detected during the EIR process. Mitigation lands surveys would parallel on site surveys in scope. They would result in agency negotiations with a technical quality, and a stand alone report of findings.

Optional Bio Task 5 would be similar to Optional Bio Task 4, in the sense that the project proponent could request additional survey work in support of proffered mitigation. In the case of potentially jurisdictional Waters that may be impacted by the project, mitigation would necessarily be based upon the precise determination of the jurisdictional area, functions, and values that the project will impact. This optional task may be needed if the project description, when finalized, depicts an array configuration that does not avoid jurisdictional area as delineated during the 2013 DEIR fieldwork under the optional jurisdictional delineation task above.

Cultural Resources

Archaeological

As part of the CAJA/EMA team, ASM Affiliates, Inc. (ASM) will conduct a Phase I cultural resources survey for CEQA compliance for the project. ASM will conduct a records search of the project area and a one-mile radius surrounding it at the Eastern Information Center (EIC) at the University of California, Riverside in order to identify any previously recorded sites and previous cultural resource studies documented within the study area. In addition, a search of the Sacred Lands File (SLF) will be requested from the Native American Heritage Commission (NAHC)

in order to identify any documented areas of Native American heritage significance that may be impacted by project development. However, any required Government-to-Government consultation that may be required for the project will need to be conducted directly between the County and Native Americans; as such, no formal Native American consultation is included in this scope of work.

Once background information has been obtained, ASM will conduct an intensive pedestrian survey of the 1,280-acre project site, access road and alternative transmission line corridors in order to identify and document any new sites and to relocate and update site documentation for those sites that have been previously recorded. For the purposes of this proposal, it is assumed that up to 20 sites will require primary or updated documentation. Please note that if potentially significant sites are identified, evaluation of their eligibility for the California Register of Historical Resources (CRHR) may be required for CEQA compliance; if site evaluation is necessary, a budget augmentation would be required to cover the cost.

Once fieldwork is completed, ASM will prepare draft and final reports to summarize the background, methods, and results of the study and the reports will be summarized in the EIR section.

Historical

Additionally, ASM would undertake a reconnaissance-level survey of potential historic resources within the immediate Project site vicinity. Although full evaluation of each potentially historic building/structure within the project area will not be required, ASM will make recommendations as to which buildings may require further evaluation to ensure that the EIR complies with CEQA.

During the pre-field phase of this project, the records search obtained by ASM prior to the Phase I archeological survey will be reviewed to identify previously recorded sites and previous cultural resource studies that have been conducted within the project area. Previously written historic contexts that pertain to the project area will be identified and historic maps and photographs will be consulted to provide a general sense of the periods of development in the project area, and identify possible resources within the project area that are more than 45 years of age. Limited Inyo County Assessors information for all buildings in the survey area will be obtained through Realquest for all buildings/structures that appear to be at least 45 years old.

ASM's Senior Architectural Historian will conduct the reconnaissance survey after the Phase I archeological survey has been completed. The survey will be conducted in conformance with National Register Bulletin 24, *Guidelines for Local Surveys: A Basis for Preservation Planning,* as well as the *Secretary of the Interior's Standards for Archaeology and Historic Preservation.* As a result of both visual observation and limited archival research, ASM will identify potential historic resources within the project area—those resources that may qualify for local, state, or national designation and therefore require further evaluation. Each resource that appears to be at least 45 years old will be documented on a DPR 523-A Primary Record forms in accordance with the California Office of Historic Preservation publication "*Instructions for Recording Historical Resources.*" As it is anticipated that very few resources will be identified, ASM will provide no more than five DPR 523-A forms.

ASM will prepare a draft and final Technical Report with the findings of the reconnaissance survey. In addition to identifying potential historic resources, ASM will also make a recommendation of an Area of Potential Effect (APE) for indirect impacts for the project. ASM will not conduct a reconnaissance survey within that APE of indirect impacts at this time. However, if potential historic resources are observed within that APE of indirect impacts during the reconnaissance survey of the Project area, ASM will note the locations of those properties in the report (no DPR523-A form will be provided). The reports will be summarized in the EIR section.

Paleontological

ASM will review the status of knowledge pertaining to the paleontological resources located within the study area. This portion of the project work will entail a review of published and unpublished paleontological and geological reports dealing with the project area will be conducted._In addition, the San Diego Natural History Museum, working with ASM, will review paleontological collecting records at institutions maintaining information on the Owens Valley region to determine the extent of known fossil sites within and immediately adjacent to the project area. A pedestrian survey of the project site will then be conducted to field check the results of the document and records reviews and to directly evaluate the site's paleontological resource potential. Finally, a technical report will be prepared that will summarize the results of the literature and records reviews, as well as the pedestrian survey. The report will also include an evaluation of the paleontological resource significance/sensitivity of individual

geologic formations exposed in the project area and a review of specific construction activities and their possible impacts to paleontological resources. The report will also include a discussion of mitigation measures. The report will be summarized in the EIR section.

Geology/Soils (Optional)

If it is determined by the County to be a necessary part of the Draft EIR, as part of the CAJA/EMA team, Sierra Geotechnical Services (SGSI) will, as ***Optional Geo Task 1***, evaluate the potential geology and soils impacts related to the project. SGSI will review published, unpublished, and readily available information regarding regional and local geology, hydrology, and hydrogeology, as well as any similar studies and reports prepared for nearby properties. Readily available aerial photographs of the site and surrounding vicinity will also be reviewed for evidence of surface rupture or other significant geologic and hydrologic features. SGSI will also conduct site reconnaissance, which will include a visual review and digital photo documentation of site conditions, as well as limited geologic mapping. The reconnaissance will be used to ground truth any geologic features observed in the aerial photographs, such as fault lineations, scarps, springs, or other ground surface fault or landslide related features. Based upon this, a preliminary geologic analysis will be prepared that will include an assessment of local and regional geology, local and regional seismicity, earthquakes effects, landslides, volcanic hazards, groundwater conditions, and flooding hazard. This study will be summarized by CAJA/EMA in the Geology and Soils section of the EIR.

Hazards/Hazardous Materials

The evaluation of potential hazards that could result from construction and operation of the project at the subject site will require information exchange with the Applicant in order to ensure that all hazardous materials to be stored and utilized at the site (including batteries) are accounted for in the analysis. The EIR will include a description of such materials and their typical usage and will evaluate the potential for unauthorized releases and possible impacts to off-site resources and receptors. The EIR will also describe the spill prevention and response protocols to be implemented at the project site.

Hydrology/Water Quality

Evaluation of the project's potential impacts to local drainage patterns and surface waters will require information exchange with the Applicant in order to determine the degree of modification that may result to existing drainage patterns as a result of project development. As noted previously, four blue-line watercourses have been identified as crossing the site. Stormwater runoff during both the construction and operation of the project must be managed so as to minimize the impact to these watercourses and, ultimately, to receiving waters off-site. This section of the EIR will address each of the hydrology and water quality sub-issues based on information provided by the Applicant and field reconnaissance. An EIR-level hydrology analysis, including the identification of general runoff management measures and pollution control practices, will be prepared and included in the EIR. The EIR will address hydrology and water quality issues including (but not limited to) drainage patterns, runoff, water quality, and flooding and will address the need for any drainage management facilities.

Two optional tasks have been identified relating to hydrologic issues at the site and are as follows:

Optional Hydro Task 1 would involve detailed review of the Applicant's proposed grading and drainage plan with an emphasis on the potential for debris flow to occur in the vicinity of the drainages crossing the site. This task would include a check of flow calculations and identification of any necessary mitigation to reduce debris flow hazards.

Optional Hydro Task 2 would consist of an analysis of the Applicant's proposed utilization of the existing wells on the project site for domestic and/or project maintenance/dust control during project operation. This analysis would focus on the potential for proposed groundwater use to impact local and regional groundwater levels and baseflow in the Owens River to the west.

Land Use/Planning

The purpose of this section of the EIR is to identify and evaluate potential conflicts between the proposed project and local land use plans, policies and regulations. This section of the EIR section will also include: 1) a discussion

of existing land uses and features of the project site and a description of existing land uses in the vicinity; 2) a discussion and exhibits showing existing General Plan Land Use Diagram designations and Zoning Ordinance Map districts for the site and vicinity; 3) a discussion of anticipated cumulative development in the vicinity; 4) an evaluation of the proposed project's consistency with relevant plans, policies, and regulations (including the County Renewable Energy Ordinance and the Desert Renewable Energy Conservation Plan); and 5) a discussion of potential impacts relating to policy inconsistency and land use compatibility. Ultimately, the County will determine the project's consistency or inconsistency with General Plan policies.

Population/Housing

This section of the EIR will address the possible need for new housing during project construction as well as the project's potential to induce growth. Information generated during preparation of the socioeconomic impact analysis will be utilized in the preparation of this section.

Public Services

CAJA/EMA will coordinate with the County and affected public service purveyors to assess potential impacts of the proposed project. The following services will be analyzed: Fire Protection, Police Protection, Schools, and Parks. Letters describing the proposed project will be sent to all relevant service providers. Responses will be requested, as appropriate, to document the services' and facilities' current and planned capacity and use as well as the ability to serve the project. The EIR will describe any additional capacity, services, or personnel that may be required to meet projected needs at the site.

Recreation

CAJA/EMA will assess the potential for the project to impact access routes to entry points in the Inyo National Forest east of the site as well as its potential to result in increased demand for recreation facilities (this may be combined with the Public Services/Parks section).

Transportation/Traffic

The potential may exist for project construction activities to adversely impact traffic circulation within the immediate and regional vicinity of the site. As part of the CAJA/EMA team, Linscott Law & Greenspan (LLG) transportation engineers will provide assistance in assessing the likely impact of project construction activities as it relates to the existing local, county, and state roadway network. This analysis will focus on potential improvements that may be needed to Mazourka Canyon Road, as well as emergency access and response. The EIR section will summarize this assessment.

Utilities

CAJA/EMA will coordinate with the County and affected utility purveyors to assess potential impacts of the proposed project. The following utilities will be analyzed: Water Supply, Solid Waste Disposal, and Energy (interconnection with LADWP's transmission lines). Letters describing the proposed project will be sent to all relevant utilities. Responses will be requested, as appropriate, to document the services' and facilities' current and planned capacity and use as well as the ability to serve the project. Although the project is a power generation facility, on-site water service, solid waste generation, and energy consumption/interconnection represent potential impacts requiring analysis in the EIR. The EIR will describe any additional capacity, services, or personnel that may be required to meet projected needs at the site.

Socioeconomic Impacts (Optional)

Although not formally a part of the EIR, the County may require that the socioeconomic impact of the project be evaluated under Title 21 of the County Code. As part of the CAJA/EMA team, Onaka Planning & Economics (OP/E) will provide, as an optional task, an analysis of the project's (i) socioeconomic impacts on population, housing, employment and the economy of Inyo County; (ii) environmental justice, or the fair treatment of population groups with respect to potential impacts; and (iii) fiscal impact on the operating revenues and expenditures of the County. The analysis will be prepared in accordance with the Inyo County Code, in particular, Title 15 ("CEQA Procedures") and Title 21 ("Renewable Energy Development").

OP/E will use standard economic, fiscal, and industry data, along with project-specific information, as basis for impact analysis. In addition to data provided by the project applicant and the County, other sources of information include the U.S. Bureau of the Census, U.S. Bureau of Economic Analysis, U.S. Department of Energy, California Energy Commission, California Department of Finance, Employment Development Department, Solar Energy Industries Association, Solar Electric Power Association, and others. Potential impacts to population and housing (including temporary housing for construction workers) will be examined, with recommended mitigation measures identified, if appropriate. Economic and employment impact of the project will be analyzed using regional output multipliers from the U.S. Bureau of Economic Analysis's (BEA) RIMS II input-output model of Inyo County. Regional output multipliers estimate the total impact of project expenditures, including direct, indirect, and induced impacts. Direct impacts result from Project expenditures for initial construction and for on-going operation and maintenance. Indirect impacts reflect inter-industry demand for intermediate goods and services associated with the direct impacts, and induced impacts account for expenditures by households whose incomes are affected by the project. Similarly, employment impact multipliers will be used to estimate indirect and induced impacts of employment associated with construction and operation of the project.

The analysis of environmental justice, or the fair treatment of people of all races, ethnicity, and income with respect to potential impacts from the Project, will be based in part on population data collected for socioeconomic analysis and in part on the geographic distribution of impacts identified by the CEQA environmental analysis. Any substantial difference in impact among population groups will be noted and mitigation measures identified, if appropriate. Analysis of potential fiscal impact to the County will be conducted consistent with Title 21 of the County Code, which states, among other conditions, that the County Planning Commission must find that the County's "...financial well-being, [has] been adequately safeguarded." Construction and operation of the project will generate tax revenues for the County and require public services such as police protection, infrastructure maintenance, and general government. Public service costs will be estimated through discussions with County staff. Other fiscal parameters will be developed from an analysis of the County budget. Collected data will be incorporated into a multi-year cash flow model of the project. The model will specify assumptions and calculation methods to estimate ongoing costs and revenues.

The fiscal analysis will include projection of project-related General Fund revenues, with emphasis on property and sales taxes and other general revenues from the project. Other sources, such as revenue from the use of money, will be examined as applicable. Expenditure projections will focus on public services required by the project, such as police protection, public works, and general government functions in support of those services.

Task 5 – Prepare and Circulate the Draft EIR, Post and Submit the Notice of Availability: CAJA/EMA will prepare the Notice of Availability (NOA) and Notice of Compliance (NOC). CAJA/EMA will distribute the NOA and Draft EIR for public review pursuant to CEQA requirements, including posting the Notice with the County Clerk and submitting a copy of the Notice to a local newspaper for a one-time publishing. CAJA/EMA will prepare the required number of electronic/hard copies of the EIR package for County distribution to the State Clearinghouse, appropriate agencies and County-designated members of the public and other interested parties. CAJA/EMA will provide the County with an electronic copy of the Draft EIR for posting on the County website.

Task 6 – Draft EIR Public Comment Meeting: CAJA/EMA will attend and assist in managing a public comment meeting during the public review period for the Draft EIR. It is assumed that the County will either formally record verbal testimony or request that all public comments are also submitted in writing. After the close of the public comment period for the Draft EIR, CAJA/EMA will review the comments and identify any requiring special attention or potential additional study.

Task 7 – Prepare a Mitigation, Monitoring and Reporting Program and Final EIR: CAJA/EMA will prepare a draft Mitigation, Monitoring and Reporting Program (MMRP) which integrates the Reclamation Plan requirements, and will provide the MMRP to the County and Applicant for review. A final MMRP will be prepared prior to the Planning Commission hearing on the Project. At the conclusion of the Draft EIR review period, the County will collect and deliver all public and/or agency comments received on the document to CAJA/EMA. CAJA/EMA will then prepare the Final EIR consisting of responses to all comments on the Draft EIR, any necessary corrections or additions to the Draft EIR, and other sections as determined necessary by the County. The Final EIR will be provided to the County for review and comment cycles prior to being finalized and distributed to all public agencies that provided comments on the Draft EIR at least 10 days prior to the Planning Commission hearing on the Project. An electronic copy of the Final EIR will be provided for posting on the County website.

Task 8 – Provide Support to County at Planning Commission and Board of Supervisors Hearings and File Notice of Determination: CAJA/EMA will assist the County in preparing staff reports with respect to the project and EIR,

including assistance with the CEQA Findings and any Statement of Overriding Considerations. CAJA/EMA will attend Planning Commission and Board of Supervisors hearings (two are assumed) on the project and will present a summary of the Project, the EIR, and the MMRP at each hearing. The County, in conformance with Section 115094 of the CEQA Guidelines, will file the Notice of Determination with the California Office of Planning and Research (OPR) within five working days after certification of the Final EIR with assistance from CAJA/EMA as necessary.

PROJECT SCHEDULE

CAJA/EMA understands the critical importance of completing the CEQA review of the Project within a short period of time and will employ every measure at its disposal to expedite preparation of the EIR and supporting studies. CAJA/EMA anticipates that EIR certification can be completed within 47 weeks of receiving the Notice to Proceed, with allowances for the seasonal timing of fieldwork and the County's public hearing schedule.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND CAJA ENVIRONMENTAL SERVICES, LLC
FOR THE PROVISION OF ENVIRONMENTAL **SERVICES**

TERM:

FROM: NOVEMBER 6, 2013 **TO:** APRIL 30, 2015

SCHEDULE OF FEES:

Total fee - $471,572. Invoices to be submitted monthly, based on percent complete per task.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND CAJA ENVIRONMENTAL SERVICES, LLC
FOR THE PROVISION OF ENVIRONMENTAL **SERVICES**

TERM:

FROM: NOVEMBER 6, 2013 **TO:** APRIL 30, 2015

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND CAJA ENVIONMENTAL SERVICES LLC
FOR THE PROVISION OF ENVIRONMENTAL **SERVICES**

TERM:

FROM: NOVEMBER 6, 2013 **TO:** APRIL 30, 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

AGREEMENT BETWEEN COUNTY OF INYO
AND CAJA ENVIRONMENTAL SERVICES, LLC
FOR THE PROVISION OF ENVIRONMENTAL **SERVICES**

TERM:

FROM: NOVEMBER 6, 2013 **TO:** APRIL 30, 2015

SEE ATTACHED INSURANCE PROVISIONS

AUTOMATIC ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement, effective 08/23/2013 attaches to and forms a part of Policy Number FEIECC1700400. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

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 CAJA ENVIRONMENTAL SERVICES, LLC
FOR THE PROVISION OF ENVIRONMENTAL **SERVICES**

TERM:

FROM: NOVEMBER 6, 2013 **TO:** APRIL 30, 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.

AGREEMENT BETWEEN COUNTY OF INYO AND
NORTHLAND POWER INDEPENDENCE, LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

INTRODUCTION

WHEREAS, NORTHLAND POWER, INDEPENDENCE, LLC of DOVER, DELEWARE (hereinafter referred to as "Applicant") has the need for the Environmental Review and Processing services of the County of Inyo (hereinafter referred to as "County"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

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

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

2. TERM.

The term of this Agreement shall commence on the date of the latter of the parties signatures hereto. This Agreement shall terminate on one of the following dates, whichever is appropriate under the then existing circumstances: (1) if proposed Project is approved (or disapproved) by the County, this Agreement shall terminate on the 60th day following the filing of a "Notice of Determination" (if applicable) pursuant to CEQA; (2) if during the 60th day period following the filing of a Notice of Determination, County becomes a party to any litigation arising out of the approval of the permit, contractors, completion of conditions of approval, mitigation, monitoring or reporting program or out of the associated CEQA process, the term of this Agreement shall be extended until such time as the litigation is finally concluded; however, nothing in this Agreement shall be construed as extending any applicable statute of limitations;

(3) if no "Notice of Determination" is filed pursuant to CEQA this Agreement shall terminate 180 days from the date of decision to approve or deny the Project or from the date a Project is undertaken without a formal decision; and (4) this Agreement may be sooner cancelled or terminated as provided below.

3. COUNTY COSTS, CONTRACTOR COSTS AND CONSIDERATION.

A. Obligation for Payment of County Costs.

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

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

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

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

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

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

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

D. Deposit/Payments to County and Contractors. Prior to the effective date of this Agreement, Applicant shall deposit with the County a total sum of $80,000.00 to pay the estimated cost of services and work to be performed pursuant to this Agreement outlined in Attachment A. (This amount shall be based on the work plan and budget described in Paragraph 4 below.) County shall immediately deposit the funds into the Project Fund. Thereafter, between the first (1st) and fifteenth (15th) day of each succeeding month, County shall transfer to itself from the Project Fund an amount equal to any costs (plus overhead) incurred by the County from the first day of the preceding month through and including the last day of the preceding month for work or services performed by the County, for special costs incurred by the County, and for the costs of Contractors retained by the County pursuant to Inyo County Code Paragraph 15.48.090. During the first 90 days from the date this Contract is executed, once the deposit is reduced to an amount which equals $20,000, or less, Applicant shall deposit sufficient funds to bring the total amount on deposit with the County to $80,000.00. From the 91st day through completion, once the deposit is reduced to an amount which equals $40,000, or less, Applicant shall deposit sufficient funds to bring the total amount on deposit with the County to $80,000.00.

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

F. Revision to Cost Estimate/Additional Funds. Concurrent with sending the itemized statement of costs every 30 days, the County shall advise the Applicant of any potential revision in the Project cost estimate and/or the need for additional funds including but not limited to the requirements of Applicant to maintain the deposit account set forth in section 3. D. above. Within fifteen (15) days from the date a revised cost statement is mailed (date of postage), the Applicant shall advise the County in writing by sending notice as provided in Paragraph 17 of this Agreement whether the Project is to proceed, whether the Applicant intends to withdraw the application, or whether the Applicant will appeal the amount of the County's revision in the Project cost estimate. If such advice is not forthcoming in the fifteenth (15th) day time limit, the application shall be deemed withdrawn and all work on the Project will immediately terminate. Payment for any outstanding costs shall be taken from the Project Fund to the satisfaction of the County and contractors. If the Applicant advises the County to proceed, but the Project Fund is depleted to an amount equal to or less than minimum deposit provided for in section 3.D., the application shall be deemed withdrawn unless the parties execute an appropriate amendment to this Agreement if necessary, and the deposit requirements set forth in section 3.D. are met.

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

4. WORK PLAN AND SCHEDULE.

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

5. ADDITIONAL PROCEDURES AND OBLIGATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

6. STATUS OF PARTIES.

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

7. WARRANTY OF ELIGIBILITY.

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

8. DEFENSE AND INDEMNIFICATION.

A. Applicant shall defend, indemnify, and hold harmless County, its agents, officers and employees, but not its independent Contractors, from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Agreement by Applicant. Applicant's obligations to defend,

indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Applicant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused, or alleged to be caused, in whole or in part by any act or omission of Applicant, its agents, employees, suppliers, consultants, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

B. Applicant shall defend, indemnify, and hold harmless County, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the County's acts or omissions with regard to its compliance with CEQA, with regard to the preparation and processing of the environmental document and with regard to the decision based thereon concerning the Project. Specifically, Applicant's obligation to defend, indemnify, and hold the County harmless specifically extends to any suit or challenge by any party to this Agreement, or any third party, against the County which contests the legality or adequacy of the environmental document or the County's compliance with the requirements of CEQA. The County will have and maintain sole discretion to determine how to respond, defend, or settle any such suit or challenge. Should Applicant fail to defend, indemnify, and hold harmless County, County may discontinue the defense of any such litigation. Nothing in this Agreement shall be construed to waive or diminish either Party's right, or the right of a non-Party, to challenge any decision, or defend any challenge, arising out of the CEQA process.

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

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

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

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

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

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

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

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

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

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

10. ASSIGNMENT.

Applicant may not assign its rights or delegate its duties or any part thereof under this Agreement without prior consent of County, which consent shall not be unreasonably withheld, conditioned or delayed provided that the proposed assignee agrees to enter into an agreement with the County in form and substance substantially similar to this Agreement.

11. DEFAULT.

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

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

12. WAIVER OF DEFAULT.

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

13. CONFIDENTIALITY.

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

14. SEVERABILITY.

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

15. ATTORNEY'S FEES.

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

16. AMENDMENT.

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

17. NOTICE.

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

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

Applicant:
Northland Power Independence, LLC Name
1679 S. Dupont Hwy., Suite 100 Street
Dover, DE 19901 City and State
Attn: Tom Hockin

17. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO AND
NORTHLAND POWER INDEPENDENCE, LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS _____ DAY OF_____.

COUNTY OF INYO

By:_____

Dated:_____

APPLICANT

By:_____
Signature

S. MANTENUTO
Type or Print Name

Dated: Aug 28, 2013

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____ 9/17/2013
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

dg/Contract/Modified/NorthlandPower.165

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND
NORTHLAND POWER INDEPENDENCE, LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

SCHEDULE / BUDGET/ AND WORK PLAN

SEE ATTACHED

WORK PLAN

The team of CAJA Environmental Services, LLC and Environmental Management Associates, Inc. (CAJA/EMA) will perform the following anticipated tasks to meet the overall objectives of the Project. The County will not authorize work on those tasks identified as optional or contingency without prior authorization from the Applicant.

***Task 1 – Project Administration Tasks*:** The proposed Scope of Work is expected to be completed over a relatively short time frame highlighting the need for good planning at the outset of the consulting services and seamless coordination with the County and the Applicant to meet the overall objectives of the Project in a timely manner without compromising the defensibility of the CEQA document. The CAJA/EMA team understands the critical importance of schedule to this Project. The CAJA/EMA team will perform the following administrative tasks.

Project Initiation and Planning: CAJA/EMA is familiar with both the type of solar power generation facility being proposed and the vicinity of the proposed site. CAJA/EMA will request copies of any County or Applicant documents, requirements or other information not currently in our library. Unless a face-to-face Project initiation meeting is requested by the County, the team is prepared to initiate the Project via telephone and email correspondence.

Kickoff Meeting/Site Visit: An in-person kickoff meeting is proposed as the venue for the initial transfer of information, instructions and scheduling of the proposed Scope of Work. At a minimum, CAJA/EMA recommends that representatives from the Inyo County Planning Department, the Applicant and CAJA/EMA representatives be in attendance. The purpose of the meeting is to: 1) introduce the project team; 2) collect all relevant documents; 3) discuss the desired format of the EIR; 4) resolve issues regarding overall assumptions; 5) identify key contacts; and 6) discuss communication protocols. At the same time, CAJA/EMA will again visit the site to: 1) document in photographs the existing condition of the site and the surrounding area; 2) conduct a land use survey of surrounding uses; 3) conduct a general field survey; 4) observe and document hydrologic conditions on the site; and 5) identify key observation points for visual resource analysis.

Project Management and Quality Control: CAJA/EMA will assign a single Project Manager to the Project who will be responsible for all agency correspondence, Project coordination and work products. The Project Manager will be the primary source of contact with County representatives and the Applicant. The Project Manager will review all work products before their release. CAJA/EMA principals will provide oversight management.

Review and Technical Editing of Documents: CAJA/EMA will prepare preliminary drafts of all work products for internal peer review prior to releasing the peer-reviewed draft documents to the County for agency review. Informational copies of the draft work products will also be made available to the Applicant with the concurrence of the County. CAJA/EMA will integrate suggested changes and comments into final draft documents that will again be provided to the County for review prior to release.

Coordination with Lead Agency and Applicant: Because of the short duration of the Project, CAJA/EMA recommends that brief weekly telephone conference calls be conducted among key CAJA/EMA, County and Applicant representatives to transfer information, provide status updates and coordinate Project activities. CAJA/EMA will encourage frequent communications by telephone and email as the simplest and most cost-effective means for transferring information and keeping all parties current on the status of the project.

***Task 2 – Prepare Preliminary Project Description, Identify Alternatives, and Review Proposed Reclamation Plan*:** For purposes of this Proposal, it has been assumed that no relevant technical studies have been completed prior to commencement of the EIR process. Qualified members of the CAJA/EMA team will be assigned responsibility for evaluating the effects of the project on specific environmental resources (i.e., biological resources, air quality, visual resources, etc.) in conformance with CEQA guidelines and the Inyo County CEQA Procedures. These team members will be responsible for preparing/reviewing the technical studies completed for the Project and independently determining the accuracy and adequacy of the respective studies as the core of the baseline information needed to prepare the EIR. CAJA/EMA will work with County staff and the Applicant (if requested) to develop and refine up to four preliminary project alternatives (including the required No Project Alternative) sufficient for use in the alternatives section of the EIR. These alternatives would be refined during the EIR drafting process as warranted by the results of the EIR analyses in order to arrive at a reasonable range of alternatives that is crafted to avoid or significantly lessen any significant environmental impacts of the proposed project while still meeting most of the basic project objectives. In addition, CAJA/EMA will work with the County to develop a list of cumulative projects for use in the cumulative impacts analysis. CAJA/EMA will also review the draft project

reclamation plan required under Title 21 of the County Code. The project site reclamation plan is expected to address how the site would be decommissioned and will be provided to the County by the Applicant for inclusion in the CEQA review.

***Task 3 – Prepare the Initial Study/Conduct EIR Scoping*:** The draft scope of the EIR as outlined in the Initial Study will be finalized at the conclusion of the NOP circulation period and may be modified as necessary to account for the input received in response to the NOP and at the public EIR scoping meeting.

***Task 4 – Prepare the Administrative Draft EIR and Supporting Technical Studies*:** CAJA/EMA will prepare an Administrative Draft EIR in conformance with CEQA guidelines and Inyo County requirements. The major sections of the EIR would consist of: (1) Title Page, (2) Table of Contents, Tables, and Figures, (3) Introduction (including the environmental review process, focus of the Draft and Final EIR, and intended uses of the EIR), (4) Executive Summary, (5) Project Description (including project objectives, project location, project characteristics, scope of the project, required approvals, and list of cumulative projects), (6) Major Analysis Sections (including for each section the relevant environmental setting, regulatory framework, project design features/environmental protection measures, thresholds of significance, environmental impacts, mitigation measures, and the level of impact significance following application of mitigation), (7) Project Alternatives, (8) Required CEQA Sections (including growth inducement, cumulative impacts, significant unavoidable or irreversible environmental impacts, and impacts found to be less than significant), (9) Organizations and Persons Consulted/List of EIR Preparers, (10) References, and (11) Technical Appendices (including all technical studies, detailed data, NOP, and NOP comments). CAJA/EMA will provide the Draft EIR to the County for review and comment cycles prior to being finalized for the start of the required public and agency review period.

This proposal assumes that comments received during NOP circulation will not expand the anticipated scope of resource categories analyzed in the EIR as potentially significant or significant. For purposes of this proposal, it is expected that the resource categories which the project may significantly impact will consist of: Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology/Soils (optional), Hazards/Hazardous Materials, Hydrology/Water Quality, Land Use/Planning, Population/Housing, Public Services, Recreation, Transportation/Traffic, and Utilities/Service Systems.

The following outlines CAJA/EMA's proposed approach to each of the technical chapters that is expected to be included in the EIR:

Aesthetics/Visual Resources

The aesthetics assessment for the project will primarily consist of an analysis of the visual impacts of the project facilities from representative public viewpoints. The project site would be most visible from Mazourka Canyon Road and elevated positions within the Inyo Mountains immediately east of the site. The project facilities would also be intermittently visible to travelers at a distance of five miles or more along an approximately 25-mile stretch of U.S. Highway 395 extending north and south of Independence. Distant views of the project would also be available from local trailheads and hiking trails in the eastern Sierra. Key observation points (KOPs) for the visual impact analysis will be selected with the concurrence of the County, and photographic simulations of the project facilities from the selected KOPs will be developed to facilitate the analysis.

A standardized visual rating methodology would be utilized to provide a measure of the visual quality of the existing landscape. The BLM's *Scenic Quality Rating Criteria*, or a similar variant of that methodology, is proposed for visual impact analysis. This assessment methodology is preferred because it allows the various landscape elements that comprise visual quality to be easily quantified and rated with a minimum of ambiguity or subjectivity. The existing baseline conditions would then be compared to the post-project conditions for the purpose of objectively evaluating the relative significance of the differences in numerical visual quality attributed to the project.

Available project-specific information about glare and glint from the proposed solar panels will also be utilized to evaluate potential impacts from glare and dazzle due to reflection from the proposed facilities. The assessment will also consider the potential for adverse impact from glare on military aircraft that periodically utilize the Owens Valley for flight training exercises. The project's visibility will be evaluated for consistency with goals and policies of the Inyo County General Plan in general, and specifically the Visual Resources section of the Conservation/Open Space Element and the Scenic Highways section of the Circulation Element.

Attachment A – Schedule, Budget, and Work Plan

Air Quality

The air quality assessment will focus on fugitive emissions that would occur as a result of project construction activities and the longer-term fugitive emissions from the disturbed project site during operations. Project-specific information will be used in the air pollution emissions assessment (such as the proposed construction schedule and duration, the acreage to be graded, the mix and emissions ratings of the construction equipment expected to be used, any mitigation measures to be implemented, etc.). The air quality assessment would also integrate any proposed project design measures intended to reduce air emissions during site construction and operations.

Air pollutant emissions for most of the project construction and operations would be estimated using the current version of the California Emission Estimator Model (CalEEMod). Air pollutant emissions from other project construction and operation activities would be calculated using the U.S. Environmental Protection Agency's (EPA) *AP-42, Compilation of Air Pollutant Emission Factors* and the California Air Resources Board's (CARB) *Area-Wide Source Methodologies*, as appropriate. Construction and operations emission estimates for coarse particulate matter (PM_{10}), fine particulate matter ($PM_{2.5}$), carbon monoxide (CO), nitrogen oxides (NO_X), sulfur dioxide (SO_2), reactive organic compounds (ROCs), and greenhouse gases (GHGs, CO_2e) would be prepared. An air quality report would be prepared documenting the methodology and results of the assessment to be used as an appendix to the EIR. The air quality section of the EIR would document the methodology and findings of emissions modeling assessment and compare the calculated emissions to applicable Great Basin Unified Air Pollution Control District CEQA air pollutant emission significance thresholds or other potentially useful emission significance thresholds, as appropriate. The project will also be evaluated for consistency with goals and policies of the Inyo County General Plan in general, and specifically the Air Quality section of the Public Safety Element.

As part of the Air Quality section, a brief discussion of the Project's anticipated greenhouse gas emissions (GHG) will be included. This analysis will contain a quantitative estimation of the GHGs produced during Project construction as well as a discussion of the Project's anticipated beneficial contribution to the statewide reduction of GHGs once operational.

Biological Resources

The biological resources assessment will require botanical and wildlife surveys of the project site and vicinity. A preliminary search of relevant literature, including California Natural Diversity Database (CNDDB) occurrences of rare plants and animals known to occur in the vicinity of the project area, will be conducted. Representatives of the California Department of Fish and Wildlife (CDFW) and other agencies will be contacted to identify any specific concerns that they may have. The background biological information will be used to develop appropriate site-specific search parameters and methods for the field surveys. Survey timing, limits, and protocol details will be based, in part, upon the outcome of the literature search and contact with knowledgeable local agency personnel.

Fieldwork will ultimately cover the entire 1,280-acre project site as well as the proposed project access from Mazourka Canyon Road and the Alternative A and B transmission line corridors. The biological surveys will be undertaken during the appropriate floristic period for potentially occurring special status plant species and the optimum window for wildlife species survey, but with the intent of completing them during spring 2013. The survey strategy will include relatively intensive surveys within habitats that have been or could be viewed as suitable for the target species identified.

A written biological resources survey report will be prepared documenting the survey methodology and will include field notes and site or specimen photographs. The report will also include a detailed map of habitat types occurring in the project area. If any individuals or populations of special status species are located during the investigation, the location of the finding will be mapped. The biological resources surveys will be conducted under the direction of Jim Paulus, Ph.D. (see attached qualifications profile), and the final Biological Assessment (BA) style report will include the inventory, habitat descriptions, vegetation community boundaries, and results of the literature review. The report will also provide general life history and habitat restriction information.

The findings of the biological surveys will be summarized in the text of the EIR, and the biological resources survey report will be appended to the EIR. The biological resources section of the EIR will evaluate the potential for adverse impacts on the biological resources in the project vicinity from project construction, facilities and operations. Determinations will be made on the potential significance of the impacts identified, as required by CEQA, and appropriate mitigation measures will be developed as determined necessary. The project will also be

evaluated for consistency with the goals and policies of the Inyo County General Plan in general, and specifically the Biological Resources section of the Conservation/Open Space Element.

Optional Biological Tasks:

A series of potential optional tasks relating to biological resources has been identified by CAJA/EMA. Depending on the resources observed during preparation of the BA report for the project site, as well as on agency consultation and review/comment, the following additional tasks may be necessary for the EIR and are as follows:

Jurisdictional Waters Delineation (Optional): Four blue-line streamcourses and their branches have been identified on the topographic map of the project site. Delineation of these streamcourses may be required by one or more agencies to establish the boundaries of the jurisdictional waters of the U.S./State on the project site. It is possible that the proposed, intensive habitat survey of the project site will be adequate, or could be modified to be adequate, for this purpose; but direct communications with the Army Corps of Engineers and CDFW may be required to confirm this approach. If necessary, CAJA/EMA is prepared to conduct the more formal jurisdictional waters delineations of the blue-line streamcourses on the site as an optional add-on assessment. The scope and projected budget for providing this optional jurisdictional delineation is provided as Attachment 1.

Optional Bio Task 1 (see Attachment 7) would be needed if the DEIR process results in highly technical questions from reviewers or public commenters regarding biological or wetland resources. Under this task, Dr. Paulus would be available to attend meetings, author or advise on the utility of DEIR mitigation measure wording, and author or aid in the development of responses to DEIR comments.

Optional Bio Task 2 (see Attachment 7) would be needed in the unlikely event that a listed species is found during contracted 2013 surveys for plant and wildlife resource inventory tasks. Late season 2013 detection would necessitate this task to be performed in 2014. Protocol timing and intensity would vary by species, with details agreed upon during a series of agency meetings. For example, detection of Panamint Alligator Lizard on-site would likely trigger supplemental surveys for adults during June and surveys for juveniles in August. The protocol may include as many as 20 survey days for adults and 20 more days for juveniles, as well as reporting. Nest surveys would be triggered only in the event that ground-disturbing activities must be conducted prior to the start of project construction.

Optional Bio Task 3 (see Attachment 7) would cover any additional survey needs that may arise from DEIR review or publication. Directed surveys would be conducted to efficiently answer presence/absence questions (for example, it may be difficult to defensibly document rare annual plant absence during the abnormally dry 2013 growing season). A separate report would be prepared for any supplemental surveys that are needed.

Optional Bio Task 4 (see Attachment 7) may be needed if the project proponent requests that additional lands (off-site) be surveyed to determine their suitability as mitigation lands that would be added to the project to offset potential impacts. Off-site mitigation is a strategy that may be tried when sensitive or potentially unmitigable on-site resource conflicts are detected during the EIR process. Mitigation lands surveys would parallel on-site surveys in scope. They would result in agency negotiations with a technical quality, and a stand-alone report of findings.

Optional Bio Task 5 (see Attachment 7) would be similar to Optional Bio Task 4, in the sense that the project proponent could request additional survey work in support of proffered mitigation. In the case of potentially jurisdictional Waters that may be impacted by the project, mitigation would necessarily be based upon the precise determination of the jurisdictional area, functions, and values that the project will impact. This optional task may be needed if the project description, when finalized, depicts an array configuration that does not avoid jurisdictional area as delineated during the 2013 DEIR fieldwork under the optional jurisdictional delineation task above.

Cultural Resources

Archaeological

As part of the CAJA/EMA team, ASM Affiliates, Inc. (ASM) will conduct a Phase I cultural resources survey for CEQA compliance for the project. ASM will conduct a records search of the project area and a one-mile radius surrounding it at the Eastern Information Center (EIC) at the University of California, Riverside in order to identify any previously recorded sites and previous cultural resource studies documented within the study area. In addition, a

search of the Sacred Lands File (SLF) will be requested from the Native American Heritage Commission (NAHC) in order to identify any documented areas of Native American heritage significance that may be impacted by project development. However, any required Government-to-Government consultation that may be required for the project will need to be conducted directly between the County and Native Americans; as such, no formal Native American consultation is included in this scope of work.

Once background information has been obtained, ASM will conduct an intensive pedestrian survey of the 1,280-acre project site, access road and alternative transmission line corridors in order to identify and document any new sites and to relocate and update site documentation for those sites that have been previously recorded. For the purposes of this proposal, it is assumed that up to 20 sites will require primary or updated documentation. Please note that if potentially significant sites are identified, evaluation of their eligibility for the California Register of Historical Resources (CRHR) may be required for CEQA compliance; if site evaluation is necessary, a budget augmentation would be required to cover the cost.

Once fieldwork is completed, ASM will prepare draft and final reports to summarize the background, methods, and results of the study and the reports will be summarized in the EIR section.

Historical

Additionally, ASM would undertake a reconnaissance-level survey of potential historic resources within the immediate Project site vicinity. Although full evaluation of each potentially historic building/structure within the project area will not be required, ASM will make recommendations as to which buildings may require further evaluation to ensure that the EIR complies with CEQA.

During the pre-field phase of this project, the records search obtained by ASM prior to the Phase I archeological survey will be reviewed to identify previously recorded sites and previous cultural resource studies that have been conducted within the project area. Previously written historic contexts that pertain to the project area will be identified and historic maps and photographs will be consulted to provide a general sense of the periods of development in the project area, and identify possible resources within the project area that are more than 45 years of age. Limited Inyo County Assessors information for all buildings in the survey area will be obtained through Realquest for all buildings/structures that appear to be at least 45 years old.

ASM's Senior Architectural Historian will conduct the reconnaissance survey after the Phase I archeological survey has been completed. The survey will be conducted in conformance with National Register Bulletin 24, *Guidelines for Local Surveys: A Basis for Preservation Planning,* as well as the *Secretary of the Interior's Standards for Archaeology and Historic Preservation.* As a result of both visual observation and limited archival research, ASM will identify potential historic resources within the project area—those resources that may qualify for local, state, or national designation and therefore require further evaluation. Each resource that appears to be at least 45 years old will be documented on a DPR 523-A Primary Record forms in accordance with the California Office of Historic Preservation publication "*Instructions for Recording Historical Resources.*" As it is anticipated that very few resources will be identified, ASM will provide no more than five DPR 523-A forms.

ASM will prepare a draft and final Technical Report with the findings of the reconnaissance survey. In addition to identifying potential historic resources, ASM will also make a recommendation of an Area of Potential Effect (APE) for indirect impacts for the project. ASM will not conduct a reconnaissance survey within that APE of indirect impacts at this time. However, if potential historic resources are observed within that APE of indirect impacts during the reconnaissance survey of the Project area, ASM will note the locations of those properties in the report (no DPR523-A form will be provided). The reports will be summarized in the EIR section.

Paleontological

ASM will review the status of knowledge pertaining to the paleontological resources located within the study area. This portion of the project work will entail a review of published and unpublished paleontological and geological reports dealing with the project area will be conducted._In addition, the San Diego Natural History Museum, working with ASM, will review paleontological collecting records at institutions maintaining information on the Owens Valley region to determine the extent of known fossil sites within and immediately adjacent to the project area. A pedestrian survey of the project site will then be conducted to field check the results of the document and records reviews and to directly evaluate the site's paleontological resource potential. Finally, a technical report will be prepared that will summarize the results of the literature and records reviews, as well as the pedestrian survey.

The report will also include an evaluation of the paleontological resource significance/sensitivity of individual geologic formations exposed in the project area and a review of specific construction activities and their possible impacts to paleontological resources. The report will also include a discussion of mitigation measures. The report will be summarized in the EIR section.

Geology/Soils (Optional)

If it is determined by the County to be a necessary part of the Draft EIR, as part of the CAJA/EMA team, Sierra Geotechnical Services (SGSI) will, as ***Optional Geo Task 1***, evaluate the potential geology and soils impacts related to the project. SGSI will review published, unpublished, and readily available information regarding regional and local geology, hydrology, and hydrogeology, as well as any similar studies and reports prepared for nearby properties. Readily available aerial photographs of the site and surrounding vicinity will also be reviewed for evidence of surface rupture or other significant geologic and hydrologic features. SGSI will also conduct site reconnaissance, which will include a visual review and digital photo documentation of site conditions, as well as limited geologic mapping. The reconnaissance will be used to ground truth any geologic features observed in the aerial photographs, such as fault lineations, scarps, springs, or other ground surface fault or landslide related features. Based upon this, a preliminary geologic analysis will be prepared that will include an assessment of local and regional geology, local and regional seismicity, earthquakes effects, landslides, volcanic hazards, groundwater conditions, and flooding hazard. This study will be summarized by CAJA/EMA in the Geology and Soils section of the EIR.

Hazards/Hazardous Materials

The evaluation of potential hazards that could result from construction and operation of the project at the subject site will require information exchange with the Applicant in order to ensure that all hazardous materials to be stored and utilized at the site (including batteries) are accounted for in the analysis. The EIR will include a description of such materials and their typical usage and will evaluate the potential for unauthorized releases and possible impacts to off-site resources and receptors. The EIR will also describe the spill prevention and response protocols to be implemented at the project site.

Hydrology/Water Quality

Evaluation of the project's potential impacts to local drainage patterns and surface waters will require information exchange with the Applicant in order to determine the degree of modification that may result to existing drainage patterns as a result of project development. As noted previously, four blue-line watercourses have been identified as crossing the site. Stormwater runoff during both the construction and operation of the project must be managed so as to minimize the impact to these watercourses and, ultimately, to receiving waters off-site. This section of the EIR will address each of the hydrology and water quality sub-issues based on information provided by the Applicant and field reconnaissance. An EIR-level hydrology analysis, including the identification of general runoff management measures and pollution control practices, will be prepared and included in the EIR. The EIR will address hydrology and water quality issues including (but not limited to) drainage patterns, runoff, water quality, and flooding and will address the need for any drainage management facilities.

Two optional tasks have been identified relating to hydrologic issues at the site and are as follows:

Optional Hydro Task 1 would involve detailed review of the Applicant's proposed grading and drainage plan with an emphasis on the potential for debris flow to occur in the vicinity of the drainages crossing the site. This task would include a check of flow calculations and identification of any necessary mitigation to reduce debris flow hazards.

Optional Hydro Task 2 would consist of an analysis of the Applicant's proposed utilization of the existing wells on the project site for domestic and/or project maintenance/dust control during project operation. This analysis would focus on the potential for proposed groundwater use to impact local and regional groundwater levels and baseflow in the Owens River to the west.

Attachment A – Schedule, Budget, and Work Plan

Land Use/Planning

The purpose of this section of the EIR is to identify and evaluate potential conflicts between the proposed project and local land use plans, policies and regulations. This section of the EIR section will also include: 1) a discussion of existing land uses and features of the project site and a description of existing land uses in the vicinity; 2) a discussion and exhibits showing existing General Plan Land Use Diagram designations and Zoning Ordinance Map districts for the site and vicinity; 3) a discussion of anticipated cumulative development in the vicinity; 4) an evaluation of the proposed project's consistency with relevant plans, policies, and regulations (including the County Renewable Energy Ordinance and the Desert Renewable Energy Conservation Plan); and 5) a discussion of potential impacts relating to policy inconsistency and land use compatibility. Ultimately, the County will determine the project's consistency or inconsistency with General Plan policies.

Population/Housing

This section of the EIR will address the possible need for new housing during project construction as well as the project's potential to induce growth. Information generated during preparation of the socioeconomic impact analysis will be utilized in the preparation of this section.

Public Services

CAJA/EMA will coordinate with the County and affected public service purveyors to assess potential impacts of the proposed project. The following services will be analyzed: Fire Protection, Police Protection, Schools, and Parks. Letters describing the proposed project will be sent to all relevant service providers. Responses will be requested, as appropriate, to document the services' and facilities' current and planned capacity and use as well as the ability to serve the project. The EIR will describe any additional capacity, services, or personnel that may be required to meet projected needs at the site.

Recreation

CAJA/EMA will assess the potential for the project to impact access routes to entry points in the Inyo National Forest east of the site as well as its potential to result in increased demand for recreation facilities (this may be combined with the Public Services/Parks section).

Transportation/Traffic

The potential may exist for project construction activities to adversely impact traffic circulation within the immediate and regional vicinity of the site. As part of the CAJA/EMA team, Linscott Law & Greenspan (LLG) transportation engineers will provide assistance in assessing the likely impact of project construction activities as it relates to the existing local, county, and state roadway network. This analysis will focus on potential improvements that may be needed to Mazourka Canyon Road, as well as emergency access and response. The EIR section will summarize this assessment.

Utilities

CAJA/EMA will coordinate with the County and affected utility purveyors to assess potential impacts of the proposed project. The following utilities will be analyzed: Water Supply, Solid Waste Disposal, and Energy (interconnection with LADWP's transmission lines). Letters describing the proposed project will be sent to all relevant utilities. Responses will be requested, as appropriate, to document the services' and facilities' current and planned capacity and use as well as the ability to serve the project. Although the project is a power generation facility, on-site water service, solid waste generation, and energy consumption/interconnection represent potential impacts requiring analysis in the EIR. The EIR will describe any additional capacity, services, or personnel that may be required to meet projected needs at the site.

Socioeconomic Impacts (Optional)

Although not formally a part of the EIR, the County may require that the socioeconomic impact of the project be evaluated under Title 21 of the County Code. As part of the CAJA/EMA team, Onaka Planning & Economics (OP/E) will provide, as an optional task, an analysis of the project's (i) socioeconomic impacts on population,

housing, employment and the economy of Inyo County; (ii) environmental justice, or the fair treatment of population groups with respect to potential impacts; and (iii) fiscal impact on the operating revenues and expenditures of the County. The analysis will be prepared in accordance with the Inyo County Code, in particular, Title 15 ("CEQA Procedures") and Title 21 ("Renewable Energy Development").

OP/E will use standard economic, fiscal, and industry data, along with project-specific information, as basis for impact analysis. In addition to data provided by the project applicant and the County, other sources of information include the U.S. Bureau of the Census, U.S. Bureau of Economic Analysis, U.S. Department of Energy, California Energy Commission, California Department of Finance, Employment Development Department, Solar Energy Industries Association, Solar Electric Power Association, and others. Potential impacts to population and housing (including temporary housing for construction workers) will be examined, with recommended mitigation measures identified, if appropriate. Economic and employment impact of the project will be analyzed using regional output multipliers from the U.S. Bureau of Economic Analysis's (BEA) RIMS II input-output model of Inyo County. Regional output multipliers estimate the total impact of project expenditures, including direct, indirect, and induced impacts. Direct impacts result from Project expenditures for initial construction and for on-going operation and maintenance. Indirect impacts reflect inter-industry demand for intermediate goods and services associated with the direct impacts, and induced impacts account for expenditures by households whose incomes are affected by the project. Similarly, employment impact multipliers will be used to estimate indirect and induced impacts of employment associated with construction and operation of the project.

The analysis of environmental justice, or the fair treatment of people of all races, ethnicity, and income with respect to potential impacts from the Project, will be based in part on population data collected for socioeconomic analysis and in part on the geographic distribution of impacts identified by the CEQA environmental analysis. Any substantial difference in impact among population groups will be noted and mitigation measures identified, if appropriate. Analysis of potential fiscal impact to the County will be conducted consistent with Title 21 of the County Code, which states, among other conditions, that the County Planning Commission must find that the County's "...financial well-being, [has] been adequately safeguarded." Construction and operation of the project will generate tax revenues for the County and require public services such as police protection, infrastructure maintenance, and general government. Public service costs will be estimated through discussions with County staff. Other fiscal parameters will be developed from an analysis of the County budget. Collected data will be incorporated into a multi-year cash flow model of the project. The model will specify assumptions and calculation methods to estimate ongoing costs and revenues.

The fiscal analysis will include projection of project-related General Fund revenues, with emphasis on property and sales taxes and other general revenues from the project. Other sources, such as revenue from the use of money, will be examined as applicable. Expenditure projections will focus on public services required by the project, such as police protection, public works, and general government functions in support of those services. A more detailed scope for this study is provided in Attachment 2.

Task 5 – Prepare and Circulate the Draft EIR, Post and Submit the Notice of Availability: CAJA/EMA will prepare the Notice of Availability (NOA) and Notice of Compliance (NOC). CAJA/EMA will distribute the NOA and Draft EIR for public review pursuant to CEQA requirements, including posting the Notice with the County Clerk and submitting a copy of the Notice to a local newspaper for a one-time publishing. CAJA/EMA will prepare the required number of electronic/hard copies of the EIR package for County distribution to the State Clearinghouse, appropriate agencies and County-designated members of the public and other interested parties. CAJA/EMA will provide the County with an electronic copy of the Draft EIR for posting on the County website.

Task 6 – Draft EIR Public Comment Meeting: CAJA/EMA will attend and assist in managing a public comment meeting during the public review period for the Draft EIR. It is assumed that the County will either formally record verbal testimony or request that all public comments are also submitted in writing. After the close of the public comment period for the Draft EIR, CAJA/EMA will review the comments and identify any requiring special attention or potential additional study.

Task 7 – Prepare a Mitigation, Monitoring and Reporting Program and Final EIR: CAJA/EMA will prepare a draft Mitigation, Monitoring and Reporting Program (MMRP) which integrates the Reclamation Plan requirements, and will provide the MMRP to the County and Applicant for review. A final MMRP will be prepared prior to the Planning Commission hearing on the Project. At the conclusion of the Draft EIR review period, the County will collect and deliver all public and/or agency comments received on the document to CAJA/EMA. CAJA/EMA will then prepare the Final EIR consisting of responses to all comments on the Draft EIR, any necessary corrections or additions to the Draft EIR, and other sections as determined necessary by the County. The Final EIR will be

provided to the County for review and comment cycles prior to being finalized and distributed to all public agencies that provided comments on the Draft EIR at least 10 days prior to the Planning Commission hearing on the Project. An electronic copy of the Final EIR will be provided for posting on the County website.

Task 8 – Provide Support to County at Planning Commission and Board of Supervisors Hearings and File Notice of Determination: CAJA/EMA will assist the County in preparing staff reports with respect to the project and EIR, including assistance with the CEQA Findings and any Statement of Overriding Considerations. CAJA/EMA will attend Planning Commission and Board of Supervisors hearings (two are assumed) on the project and will present a summary of the Project, the EIR, and the MMRP at each hearing. The County, in conformance with Section 115094 of the CEQA Guidelines, will file the Notice of Determination with the California Office of Planning and Research (OPR) within five working days after certification of the Final EIR with assistance from CAJA/EMA as necessary.

PROJECT SCHEDULE

CAJA/EMA understands the critical importance of completing the CEQA review of the Project within a short period of time and will employ every measure at its disposal to expedite preparation of the EIR and supporting studies. A detailed schedule illustrating the milestones outlined in the above scope is included as Attachment 4. CAJA/EMA anticipates that EIR certification can be completed within 47 weeks of receiving the Notice to Proceed, with allowances for the seasonal timing of fieldwork and the County's public hearing schedule.

COST PROPOSAL

CAJA/EMA proposes to undertake the proposed Scope of Work on a time and materials basis for an estimated not to exceed $471,572, as identified in the last page of this Attachment A. No optional tasks or contingency will be utilized without prior authorization of the Applicant. The estimated budget is subject to the following assumptions:

- The Applicant will timely provide Consultant with all project information required for completion of the Initial Study and EIR.
- The Applicant will timely provide Consultant with a completed Reclamation Plan that meets all County requirements.
- The Applicant will provide Consultant with all document quality project and site plan graphics needed to prepare the Initial Study and EIR.
- Comments received during the NOP circulation period do not expand the resources categories identified as potentially significantly impacted by the project in the EIR beyond those sections listed in the proposal.
- No more than four project alternatives will be evaluated in the EIR.
- Up to 25 hard copies of the EIR will be submitted to the County for distribution.

	Tasks	CAJA/EMA Staff									TOTAL HOURS	COST PER TASK	Total Cost
		Rob Camachan	Terry Thomas	Chris Joseph	Dwight Carey	Heather Altman	Erin Wielenga	Seth Wulkan	Kerrie Nicholson	Admin Support			
		$170	$170	$170	$170	$105	$75	$105	$105	$75			
	1: Project Administration												$16,360
Task 1a	Attend Kick-Off Meeting and Conduct Site Visit	8	8								16	$2,720	
Task 1b	Project Management, Team Meetings/Calls, General Coordination, Progress Reports to County	50	32	5	5						92	$15,640	
	2: Obtain/Review Existing Project Materials and Reclamation Plan												$16,150
Task 2a	Compile Background Data and Prepare Preliminary Project Description	20	20								40	$6,800	
Task 2b	Identify Preliminary EIR Alternatives and List of Cumulative Projects	20	20	5							45	$7,650	
Task 2c	Review Reclamation Plan		10								10	$1,700	
	3: EIR Scoping												
	4: Prepare Administrative Draft EIR and Technical Studies												$160,143
Task 4a	Prepare Administrative Draft EIR	15	15					20		30	80	$9,450	
Task 4b	Technical Analysis												
	Aesthetics/Visual Resources		80		8					40	128	$17,960	
	Photosimulations Contractor											$9,890	
	Air Quality		68		5		40				113	$15,410	
	Biological Resources		60		5					16	81	$12,250	
	Biological Survey Contractor											$51,808	
	Cultural Resources	5							20		25	$2,950	
	Hazards and Hazardous Materials	30										$5,100	
	Hydrology and Water Quality	40									40	$6,800	
	Land Use and Planning	5						30			35	$4,000	
	Population/Housing	5							10		15	$1,900	
	Public Services	5						20			25	$2,950	
	Recreation	5						10			15	$1,900	
	Transportation/Traffic	5							10		15	$1,900	
	Utilities	5						20			25	$2,950	
Task 4c	Prepare Other CEQA Sections												
	Executive Summary	4						10		5	19	$2,105	
	General Impact Categories	4									4	$680	
	Impacts Determined Not to be Significant	2						5			7	$865	
	Alternatives	20	20					20		5	65	$9,275	
	5: Prepare and Circulate Draft EIR												$8,640
Task 5a	Prepare and Circulate Draft EIR (Includes Addressing Comments from County)	20	20							20	60	$8,300	
Task 5b	Prepare and File Notice of Completion/Public Hearing and NOA	2									2	$340	
	6: Draft EIR Public Comment Meeting												$2,720
Task 6a	DEIR Public Comment Meeting	8	8								16	$2,720	
	7: Prepare Final EIR and Mitigation Monitoring and Reporting Program												$29,400
Task 7a	Response to Comments	50	50	5	5			20		20	150	$22,300	
Task 7b	Prepare Mitigation Monitoring and Reporting Program	5						20			25	$2,950	
Task 7c	Prepare/Distribute Final EIR	10	10							10	30	$4,150	
	8: Provide Support to County at Public Hearings												$9,180
Task 8a	Prepare Findings of Fact & Statement of Overriding Considerations	10	10								20	$3,400	
Task 8b	Attend/Provide Support for Public Hearings	16	16								32	$5,440	
Task 8c	Assist County with Notice of Determination	2									2	$340	
	TOTAL CAJA/EMA LABOR	371	447	15	28	0	40	175	40	146	1,232	$244,593	$244,593
	DIRECT EXPENSES (printing, document production, communications, mailing, travel, etc.)												
	Reproduction											$3,000	
	Travel for Site Visits, Meetings, etc.											$6,000	
	Mailing/Distribution											$1,000	
	TOTAL DIRECT EXPENSES											$10,000	$10,000
	Subconsultants												
	ASM Affiliates (Archaeological Resources Phase I Study)											$39,934	
	ASM Affiliates (Historic Resources Study)											$10,935	
	ASM Affiliates (Paleontological Resources Phase I Study)											$15,475	
	LLG Traffic Engineers (Project Traffic Analysis)											$7,500	
	TOTAL SUBCONSULTANT COST											$73,844	$73,844
	GRAND TOTAL												***$328,437***
	Optional Tasks:												
	Optional Task: Jurisdictional Waters Delineation (CAJA/EMA)											$7,960	
	Optional Bio Task 1											$7,525	
	Optional Bio Task 2											$14,280	
	Optional Bio Task 3											$16,230	
	Optional Bio Task 4											$14,530	
	Optional Bio Task 5											$14,660	
	Optional Task: Geology and Soils EIR Section (CAJA/EMA)	5						20			25	$2,950	
	Optional Geo Task 1: EIR Level Geologic Study (SGSI)											$5,500	
	Optional Hydro Task 1: Debris Flow Study (SGSI)											$3,500	
	Optional HydroTask 2: Groundwater/Well Study (SGSI)											$4,000	
	Optional Task: Socioeconomic Impact Study (Onaka Planning & Economics)											$32,000	
	TOTAL OPTIONAL TASKS											$123,135	$123,135
	TOTAL COSTS INCLUDING OPTIONAL TASKS												***$451,572***
	PLUS OPTIONAL CONTINGENCY											$20,000	$20,000
	TOTAL COSTS INCLUDING OPTIONAL TASKS & CONTINGENCY												***$471,572***

ATTACHMENT A1

AGREEMENT BETWEEN COUNTY OF INYO AND NORTHLAND POWER INDEPENDENCE, LLC FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND NORTHLAND POWER INDEPENDENCE, LLC FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

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

POSITION	HOURLY RATE WITH FRINGE BENEFITS	
County Administrative Offices:		
County Administrator	$ 95.20	
Administrative Analyst	$ 40.64	
Office of County Counsel:	$98.00 (Flat Rate)	
Planning Department:		
Planning Director	$ 66.23	
Senior Planner	$ 49.06	
Associate Planner	$ 44.63	
Planning Coordinator	$ 36.94	
Special Planning Commission Meeting	$ 750.00	per meeting
Special Water Commission Meeting	$ 750.00	per meeting
County Auditor:	$ 68.00	

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
20

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 5, 2013

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

DEPARTMENTAL RECOMMENDATIONS: The Public Works Department recommends that the Board approve the Interim Exhibit 9-B Local Agency DBE Annual Submittal Form for the 2013/2014 federal fiscal year, and authorize the chairperson to sign.

CAO RECOMMENDATION:

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

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

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

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

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

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

FINANCING:
The cost of preparing Exhibit 9-B is eligible for reimbursement with State Transportation Improvement Project Planning, Programming, and Monitoring funds. Expenditures will be paid out of Budget Unit 504605 (Transportation & Planning) Object Code 5124 (External Charges), which will reimburse Budget Unit 011500 (Public Works) Object Code 4824 (Intergovernment Charges) for the cost of staff time to prepare Exhibit 9-B. The cost of developing the contract-specific DBE goals will be reimbursed with funds allocated to the appropriate federally funded 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: yls Date 10/29/2013
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: Date: 10/30/13
(Not to be signed until all approvals are received)
10/30/13

INTERIM EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

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

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

The County of Inyo submits our annual 9-B information for the Federal Fiscal Year 2013/2014, beginning on October 1, 2013 and ending on September 30, 2014.

Disadvantaged Business Enterprise Liaison Officer (DBELO)
Lynn M. Flanigan
P.O. Drawer Q
168 N. Edwards St.
Independence, CA 93526
Telephone: 760-878-0347
Fax: 760-878-2001
lflanigan@inyocounty.us

Planned Race Neutral Measures

Race-neutral measures include the following:

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

Prompt Pay

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

Prompt Pay Enforcement Mechanism

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

- The county's contract document requires that each subcontract contain the same provisions as the contract between the county and the contractor.

- The county's contract documents contains a "Prompt Progress Payment to Subcontractors" clause:

  "A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

- Prompt Payment Provision No. 3 in included in its entirety in the county's contract documents.

_____ _____
(Signature) Date

_____ 760-878-0373
Linda Arcularius, Chairperson Phone Number
County of Inyo Board of Supervisors

_____ _____
(Signature of Caltrans District Local Assistance Engineer [DLAE]) Date

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

DBE Annual Submittal Form (07/ 1/10)

Prompt Payment of Withheld Funds to Subcontractors

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

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

☐ No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors

☐ No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☒ The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER

21

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Approve Amendment No. 1 to the Contract for the construction of the HVAC Upgrade Project at the Inyo County Water Department Building, Independence, CA.

DEPARTMENTAL RECOMMENDATIONS:

1. Request the Board approve Amendment No. 1 to the Contract with Bishop Heating and Air Conditioning, Inc. of Bishop, California in the amount not to exceed $5,047.80 for the HVAC Upgrade Project at the Inyo County Water Department Building, increasing the total current Contract amount from $182,696.48 to $187,744.28; and,
2. Authorize the chairperson to execute Amendment No. 1 to the Contract, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On June 18, 2013, the Board awarded the construction contract for the HVAC Upgrade Project at the Inyo County Water Department Building to Bishop Heating and Air Conditioning, Inc. of Bishop, California, in the amount of $167,596.48. After construction began, a Change Order in the amount of $15,100 was approved in order to correct the existing substandard electrical service to the Water Dept. Building. This resulted in the current contract amount of $182,696.48.

This Amendment No. 1, to provide an additional $5,047.80 to increase the contract dollar amount to $187,744.28, is to cover the County's portion of costs associated with installing an additional heat pump HVAC system branch controller (BC) for the building's new HVAC system. This additional BC controller device will provide flexibility for the new HVAC system in the event future building space modifications are desired. The original project bid documents did not address certain specific BC controller information in order to obtain lower bid amounts. This was done intentionally and Public Works believes that this approach resulted in lower overall bid prices.

ALTERNATIVES:

The Board could choose not to approve this Contract Amendment No. 1 for the HVAC Upgrade Project. This is not recommended as this Amendment provides for increased Water Department Building HVAC system flexibility.

OTHER DEPARTMENT/AGENCY INVOLVEMENT:

Auditor's Office for Project progress payments; and, County Counsel to review and approve the Agenda Request Form and Contract Amendment No. 1 document.

FINANCING:

The funds for this project are in the current Public Works Deferred Maintenance Budget 011501, Object Code 5640 – Structures and Improvements.

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.) Margaret Kemp-Williams Approved: ✓ Date 10/25/13
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: Date 10/28/2013
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 10/28/2013

AMENDMENT No. 1
TO
CONTRACT BETWEEN THE COUNTY OF INYO AND
Bishop Heating and Air Conditioning, Inc.
FOR THE PROVISION OF CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Bishop Heating and Air Conditioning, Inc. of Bishop, CA (hereinafter referred to as "Contractor"), have entered into a contract for the HVAC Upgrade Project at Inyo County Water Department Building, dated June 18, 2013, a standard Inyo County Public Works Contract.

WHEREAS, County and Contractor do desire and consent to amend such Contract as set forth below.

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

County and Contractor hereby amend such Contract as follows:

1. Increase the amount of the contract by $5,047.80 for a total contract value of $187,744.28

The effective date of this amendment to the Contract is November 12, 2013.

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

AMENDMENT No. 1
TO
CONTRACT BETWEEN THE COUNTY OF INYO AND
Bishop Heating and Air Conditioning, Inc.
FOR THE PROVISION OF CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 12th DAY OF November, 2013.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Dated: 10-28-13

Taxpayer's Identification Number:

77-0273770

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

10/28/2013
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

N/A
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

N/A
County Risk Manager

For Clerk's Use Only:
AGENDA NUMBER

22

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Emergency Medical Services

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Adoption of Resolution Setting Ambulance Rates

DEPARTMENTAL RECOMMENDATION:
Recommend Board (1) pass and adopt Resolution Number _____ which adopts maximum rates for ambulance services; and (2) authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Since the most recent adoption of an ambulance rate-setting Resolution in 2010, local emergency medical services have progressed to now include Advanced Emergency Medical Technician (AEMT) services. Those ambulance providers who have Advanced EMT personnel providing services can be allowed to claim reimbursement at a higher rate than their current Basic Life Support (BLS) rate which is used for EMTs. This would provide an immediately positive reimbursement impact for Southern Inyo Fire Protection District, and may positively impact other local providers as more EMTs complete the Advanced EMT certification. This change to our Resolution is supported by our Inland Counties Emergency Medical Authority (ICEMA), through which we participate in a Joint Powers Agreement (JPA). Individual counties within the JPA set their own ambulance rates.

ALTERNATIVES:
Board could choose not to pass and adopt this Resolution, leaving our volunteer ambulance providers to remain at their current lower billing rates.

OTHER AGENCY INVOLVEMENT:
ICEMA, local ambulance providers

FINANCING:
There is no funding involved in adoption of this Resolution.

APPROVALS

COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes Date: 10-16-13
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 10/18/2013
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Joan Turner Date: 10-22-13

RESOLUTION NO._____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, ADOPTING MAXIMUM RATES FOR AMBULANCE SERVICES

WHEREAS, the County of Inyo regulates the provision of emergency medical services pursuant to Health & Safety Code § 1797 *et seq.* and Inyo County Code Chapter 7.56; and

WHEREAS, the Inyo County Code § 7.56.220 states that the Board of Supervisors, by resolution, shall set maximum rates to be charged for ambulance service in Inyo County; and

WHEREAS, maximum allowable rates were last established by the Board of Supervisors in 2010, using the Consumer Price Index (CPI) to annually adjust the rate and a new rate setting methodology is being established, based on policy set by the Inland Counties Emergency Medical Authority (ICEMA), and such annual rate adjustment process shall continue.

WHEREAS, the Board of Supervisors has considered the interest of the public in reasonable ambulance service rates and has considered the right of the ambulance service providers to a fair return on their investments and has determined the following rates are appropriate.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, does hereby establish the schedule of maximum rates that may be charged in Inyo County for ambulance services as follows:

A. GROUND AMBULANCE SERVICE RATE DEFINITIONS

BASIC LIFE SUPPORT (BLS) BASE RATE:

1. When an EMT-1 staffed ambulance responds to a call; or
2. When a paramedic staffed ambulance responds to a scheduled call when not requested and/or paramedic intervention is not provided.

LIMITED ADVANCED LIFE SUPPORT RATE (LALS):

Any response of an ICEMA-approved service provider that utilizes Advanced EMT and/or EMT II personnel practicing within their Scope of Practice.

ADVANCED LIFE SUPPORT (ALS) ALL-INCLUSIVE RATE:

Any response of an approved advanced life support (paramedic) transport provider to a request for service. This charge will include, but not necessarily be limited to, the provision of the following:

1. An authorized paramedic staffed and equipped ambulance response.
2. Care modalities including cardiac monitoring, telemetry, IV administration, drug administration, defibrillation, blood draw, wound dressing, splinting and disposable first aid and medical supplies related to such care and treatment.

EMERGENCY:
Applies when a BLS scheduled response is upgraded to emergency status either in response or during transport. *This charge is included in the ALS All Inclusive Rate and cannot be charged in addition to the ALS All Inclusive Rate.*

ECG MONITORING:
Applies when ECG Monitoring is performed as per protocol or base hospital order. *This charge is included in ALS All Inclusive Rate and cannot be charged in addition to the ALS All Inclusive Rate.* In most cases, this charge is broken out as a line item for Medi-Cal which does not recognize the charge in the ALS Base Rate.

MILEAGE:
Applies for each patient mile or fraction thereof from point of pick-up to destination.

NIGHT:
Applies for services provided between the hours 1900 and 0659, military time.

OXYGEN:
Applies for services provided whenever oxygen is administered. This charge is inclusive of material such as tubing, masks, etc., which may be used for the administration of the oxygen.

WAIT TIME:
Applies to scheduled calls and is charged per fifteen (15) minutes of waiting time or portion thereof, after the first fifteen minute period lapse occurs when an ambulance must wait for a patient at the request of the person/organization hiring the service. This rate is not contractual "stand-by" charge rate for special events.

B. ONE PATIENT:

1. Transport Base Rate (effective July 1, 2013):

AMBULANCE SERVICE	**BASIC LIFE SUPPORT (BLS)**	**LIMITED ADVANCED LIFE SUPPORT (LALS)**	**ADVANCED LIFE SUPPORT (ALS)**
Non-emergency	$590.83	$771.50	$952.17
Emergency	$636.87	$842.13	$1,047.39
ALS II (emergency, major medical/trauma)			$1,135.28
Wait time	$ 69.07	$ 82.14	$ 95.22

2. Ground mileage rate is *$25.65* per mile or fraction thereof from the point of pick-up to the point of delivery.

3. When an ambulance is required to wait, or stand-by for or during transfer of a patient, *Wait time rates in above table* apply for each 15 minute period or fraction thereof waiting or standing time at the request of the person or entity hiring the ambulance. Each 15-minute period beyond the first 30 minutes will be revalidated.

4. Request for services after 7:00 PM and before 7:00 AM is *$80.57*

5. Patient oxygen use - $65.93

6. Patient requiring a disposable oxygen adjunct - *$14.66*

7. Patient requiring use of ECG/Cardiac monitor or defibrillator - *$73.24*

C. RATES FOR MULTIPLE LOADS:

Each additional patient transported at the same time may be charged the full base rate charge and half the mileage rate.

D. NO CHARGE TRANSPORTS:

No charge shall be made for uninjured or well persons who accompany a patient.

E. COMPUTATION OF RATES:

All rates are to be computed from the time the ambulance arrives for hire until the ambulance delivers the patient to appropriate destination, and is discharged by the patient or his/her representative, appropriate health car professional, attending physician, or emergency receiving facility.

F. RATE ADJUSTMENT:

The current rates shall be adjusted by the County in an amount necessary to properly compensate ambulance providers for changes in their direct and indirect costs. The process for doing so shall be the following. Inyo County will apply the annual rate adjustment formula as developed by ICEMA for that year. The annual rate adjustment shall be no less than zero per cent (0%) and no more than ten per cent (10%). The adjustments shall be made on July 1 of each year based upon the ICEMA rate adjustment formula.

G. COLLECTION OF FEES PRIOR TO DELIVERY OF SERVICES:

Under no circumstances shall ambulance personnel dispatched Code 3 call attempt to collect for services provided prior to the delivery of the patient to an appropriate health care professional or medical facility. In situations where the patient is not transported, the ambulance provider may not charge the patient for services rendered.

BE IT FURTHER RESOLVED THAT Resolution Number 2010-21 of the Inyo County Board of Supervisors, adopted on May 11, 2010, is hereby rescinded.

PASSED AND ADOPTED on this _____ day of November 2013 by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
LINDA ARCULARIUS
Chairperson of the Board of Supervisors
County of Inyo
State of California

ATTEST: Kevin Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley
Assistant Clerk of the Board

For Clerk's Use Only:
AGENDA NUMBER

23

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – County Medical Services Program

FOR THE BOARD MEETING OF: **November 5, 2013**

SUBJECT: Adoption of Resolution to Ratify the CMSP Governing Board's Resolution Addressing the Reallocation of 1991 Health Realignment Funds

DEPARTMENTAL RECOMMENDATION:
Request Board adopt Resolution 2013-____, approving and ratifying the actions of the CMSP Governing Board specific to the reallocation of 1991 Health Realignment funds using the approach set forth in Welfare and Institutions Code Section 17600.50, beginning January 2014.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The County Medical Services Program (CMSP) Governing Board oversees the consortium of thirty-five (35) counties, including Inyo, for the provision, of indigent medical care as required by Welfare and Institutions Code Section 17000. At their September meeting, the CMSP Governing Board adopted the attached resolution accepting and approving the provisions set forth in the new 2013 law which redirects 1991 Health Realignment to offset the cost of Medi-Cal expansion in California. The CMSP Board is requesting that all CMSP participating counties, by December 4, adopt county-specific resolutions ratifying the CMSP Resolution and that we provide that County resolution to CMSP. The resolutions comply with the state requirement for all counties to choose the funding option, within the designated time frame, to be used for the re-direction of the 1991 Health Realignment funds. As a participating CMSP county, we must ratify the option already adopted by CMSP for this re-direction of funds.

ALTERNATIVES:
Failure to adopt this County Resolution would jeopardize our participation as a CMSP member county.

OTHER AGENCY INVOLVEMENT:
State of California, 34 other California counties

FINANCING:
There is no financing involved in this specific action.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes Date: 10/9/13
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 10/15/2013
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 10-16-13

RESOLUTION 2013-____
APPROVING AND RATIFYING THE CMSP GOVERNING BOARD'S RESOLUTION ADDRESSING THE REALLOCATION OF 1991 HEALTH REALIGNMENT FUNDS

WHEREAS, **Inyo County** participates in the County Medical Services Program ("CMSP") which provides health care coverage to low-income adults in 35 rural and semi-rural counties; and

WHEREAS, Welfare and Institutions Code Section 17600.50(a) was enacted as part of the Realignment Trailer Bills to the FY 2013-14 State Budget which will reduce overall funding for CMSP beginning January 2014 resulting from the loss of State Health Realignment funding (composed of State Sales Tax and Vehicle License Fee revenues) for CMSP; and

WHEREAS, Section 17600.50(a) effectively protects County Health Realignment funding for local purposes and limits each CMSP County's Health Realignment contribution to the State to the amount the County would otherwise pay to participate in CMSP, and provides funding to CMSP to assist in providing services for the remaining uninsured; and

WHEREAS, the County Medical Services Program Governing Board ("Governing Board") adopted a resolution confirming acceptance for the approach set forth in Section 17600.50(a) in determining payments to the Family Support Services Subaccount attached as Exhibit A ("CMSP Resolution"); and

WHEREAS, the County believes it is in the best interest of the County, CMSP and the other counties participating in CMSP to confirm acceptance for the approach set forth in Section 17600.50(a) in determining payments to the Family Support Services Subaccount, and ratify the actions taken by the Governing Board in the CMSP Resolution; and

NOW, THEREFORE, that the Board of Supervisors of Inyo County does hereby resolve that:

1. Approves of the approach set forth in Section 17600.50(a) in determining payments to the Family Support Services Subaccount;

2. Approves and ratifies the actions of the Governing Board in the CMSP Resolution;

3. Authorizes the Clerk of the Board of Inyo County to provide a copy of this Resolution to the Governing Board and the Director of the California Department of Finance.

PASSED AND ADOPTED on this _____ day of _____, 2013 by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
LINDA ARCULARIUS
Chairperson of the Board of Supervisors
County of Inyo
State of California

ATTEST: Kevin Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley
Assistant Clerk of the Board

COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD

RESOLUTION 2013-1

WHEREAS, the County Medical Services Program ("CMSP" or the "Program") provides health care coverage to low-income adults in 35 rural and semi-rural counties; and

WHEREAS, the County Medical Services Program Governing Board ("Governing Board") provides policy direction for the Program and, as part of its responsibility, the Governing Board sets beneficiary eligibility requirements, determines the scope of covered health care benefits, establishes the payment rates paid to health care providers participating in the Program, and approves the establishment of Pilot Projects such as Path2Health, a Low Income Health Program; and

WHEREAS, the Governing Board has received funding from counties participating in CMSP, funds allocated to CMSP from State Health Realignment revenues, and, with regard to Path2Health, federal Medicaid matching funds, but the authority for Path2Health and the associated federal Medicaid matching funds expire December 31, 2013; and

WHEREAS, the State legislature adopted the Realignment Trailer Bills to the FY 2013-14 State Budget which will reduce overall funding for CMSP beginning January 2014 resulting from the loss of State Health Realignment funding (composed of State Sales Tax and Vehicle License Fee revenues) for CMSP; and

WHEREAS, as part of the Realignment Trailer Bills, Welfare and Institutions Code Section 17600.50(a) was enacted as follows:

> (a) A county that participated in the County Medical Services Program in the 2011–12 fiscal year, including the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, and Yuba and the Governing Board of the County Medical Services Program, shall adopt resolutions by December 4, 2013, that confirm acceptance for the following approach to determining payments to the Family Support Services Subaccount:
>
> (1) The amount of payments to the Family Support Services Subaccount shall be equal to 60 percent of the sum of the following:
>
> (A) The 1991 health realignment funds that would have otherwise been allocated to the counties listed above pursuant to Sections 17603, 17604, 17606.10, and 17606.20 and the maintenance of effort in subdivision (a) of Section 17608.10 for these counties, as those sections read on January 1, 2012.

(B) The 1991 health realignment funds that would have otherwise been allocated to the County Medical Services Program pursuant to Sections 17603, 17604, 17605.07, and 17606.20, as those sections read on January 1, 2012.

(2) The payment computed in paragraph (1) shall be achieved through the following:

(A) Each county listed in subdivision (a) shall pay the amounts otherwise payable to the County Medical Services Program pursuant to subparagraph (B) of paragraph (2) of subdivision (j) of Section 16809 to the Family Support Services Subaccount.

(B) The County Medical Services Program shall pay the difference between the total computed in paragraph (1) and the amount calculated in subparagraph (A) from funds provided pursuant to the Welfare and Institutions Code.

WHEREAS, Section 17600.50(a) effectively protects County Health Realignment funding for local purposes and limits each CMSP County's Health Realignment contribution to the State to the amount the County would otherwise pay to participate in CMSP, and provides funding to CMSP to assist in providing services for the remaining uninsured; and

WHEREAS, Section 17600.50(a) requires the Governing Board to adopt a resolution confirming acceptance for the approach set forth in Section 17600.50(a) in determining payments to the Family Support Services Subaccount; and

WHEREAS, the Governing Board believes it is in the best interest of the Program and counties participating in CMSP to confirm acceptance for the approach set forth in Section 17600.50(a) in determining payments to the Family Support Services Subaccount; and

NOW, THEREFORE, the County Medical Services Program Governing Board does hereby resolve that:

1. The Governing Board approves of the approach set forth in Section 17600.50(a) in determining payments to the Family Support Services Subaccount;

2. The Governing Board approves and ratifies the actions of the Director of Policy & Planning and the Director of Finance & Administration and the staff of the Governing Board heretofore taken which are in conformity with the intent and purposes of these resolutions;

3. The Governing Board authorizes the Director of Policy & Planning and the Director of Finance & Administration of the Governing Board to implement and take such action on behalf of the Governing Board as such individuals may determine to be necessary or desirable, with advice of legal counsel, to carry out all actions authorized by the Governing Board in this Resolution; and

4. The Governing Board requests that all counties that participated in CMSP in FY 2011-12 adopt resolutions ratifying this Resolution of the Governing Board and the provisions set forth in Section 17600.50(a) and provide a copy of the county's resolution to the Governing Board and the Director of the California Department of Finance.

The foregoing resolution was approved this 26th day of September, 2013, by the following vote:

AYES: 8

NAYS: 0

ABSENT: 2

COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

By:

Elliott Smart, Chair

Date: September 26, 2013

For Clerk's Use Only:
AGENDA NUMBER

24

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Employment and Eligibility

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Request to hire one full time Integrated Case Worker I or II in the HHS Social Services Eligibility and Employment division.

DEPARTMENTAL RECOMMENDATION:

Request the Board

1. find that consistent with the adopted Authorized Position Review Policy:
    a. the availability of funding for the positions of Integrated Case Worker I or II exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; and
    b. where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and
    c. approve the hiring of one Integrated Case Worker I (Range 60, $3,271 - $3,973), or Integrated Case Worker II (Range 64, $3,590 - $4,363), dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting to fill one Integrated Case Worker (ICW) position to fill a recent vacancy resulting from the resignation of an employee who is relocating to help care for a parent. This position is critical as HHS moves forward in meeting the many changes related to the Affordable Care Act (ACA). Employment and Eligibility staff are providing consultation and eligibility determinations for residents who may be eligible for other forms of health insurance provided by the California Health Exchange and are assisting those consumers impacted by changes in Medi-Cal. In addition, Employment and Eligibility employees throughout the state will be required to perform double entry into two different automated systems for at least the first 4-6 months of implementation of the California Health Exchange. Maintaining our current staffing level will help the entire division maintain accurate and timely client records within both systems. Therefore, the Department is requesting permission to fill the vacancy that is already budgeted in FY 13/14 and is included in our Authorized Strength, in order to meet the higher caseload demands under ACA.

ICWs are responsible for determining clients' initial and continued eligibility for MediCal benefits, Cal Fresh benefits, County Medical Services Program (CMSP) coverage, General Assistance, CalWORKs and Workforce Investment Act (WIA) programs. The many and varied duties of ICWs also include: operating the life skills and job skills classes, writing employment plans, working with employers on job development and work experience slots throughout the County from Bishop to Tecopa, conducting home visits, connecting and linking clients with educational opportunities, contacting clients who are non-compliant with program requirements to try and identify and eliminate barriers, as well as processing applications and establishing and maintaining highly technical eligibility case records. The Department is respectfully requesting permission to fill this vacancy with an ICW I/II.

ALTERNATIVES:

The Board could choose to not allow HHS to fill this vacancy, which would likely result in overtime requirements for current ICWs and the possibility of increased error rates and audit exceptions, especially as major changes and caseload increases due to health care reform continue to impact staff this fall and during the coming new year.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal, State and Social Services Realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes. No County General funds.

APPROVALS	
COUNTY COUNSEL: N/A	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: Yes 10/8/13 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: ✓ 10/7/13 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 10-11-13

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
25

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Filling Vacant Engineering Assistant I

DEPARTMENTAL RECOMMENDATIONS:

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

A) The avilability of funding for the requested position comes from the Public Works Budget, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controler,
B) And where if the County was facing layoffs, the postion could be filled by internal candidated meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and
C) Approve the hiring of one Engineering Assistant I at Range 71 ($4,319 - $5,250).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Engineering Assistant position was recently vacated. It is important to fill this position as soon as possible to relieve some of the workload and to improve the continuity of the department. This position will help the Public Works Department get projects out the door in a more timely manner.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

CAO
Personnel Department for recruitment
Auditor

FINANCING:

This position is fully funded by the Public Works budget, 011500 and is currently included in the FY2013-2014.

APPROVALS	
COUNTY ADMINISTRATIVE OFFICER:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by CAO prior to submission to the board clerk.) Approved:_____ Date_____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: CPM Date 10/24/2013
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 10/24/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 10/24/13

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
26

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Public Works

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Inyo County Jail Building – Replacement of Dryvit System Expansion Joints Project

DEPARTMENTAL RECOMMENDATION:

1. Recommend the Board reject the single bid received for the Replacement of Dryvit System Expansion Joints Project;
2. Recommend the Board adopt the attached resolution declaring that, in its opinion, a contract to perform the project can be negotiated with the original bidder at a lower price than that in any of the bids received (4/5's vote required);
3. Recommend the Board approve the Public Works negotiated construction Contract with Troy Cauldwell Painting, in a not to exceed amount of $26,500 for the replacement of Dryvit Expansion Joint material at the Inyo County Jail Building; and,
4. Authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law, but not to exceed $26,500.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On April 17, 2013, and again on May 29, 2013, the Assistant Board Clerk has opened bids for the Inyo County Jail Building – Replacement of Dryvit System Expansion Joints Project. The April 17, 2013 bid opening contained two (2) bids that exceeded both the engineer's estimate and the project budget and, the low bid was deemed to be non-responsive by County Counsel. Based on this information and a recommendation from Public Works, on May 7, 2013, your Board rejected these bids and authorized the Interim Public Works Director to re-advertise the project for bids. The May 29, 2013 bid opening contained a single bid received that was again above the engineers estimate as well as the amount budgeted for the project. The May 29, 2013 bid tabulation is included in your Board package for reference. Public Works is therefore once again recommending your Board reject the single bid received for the proposed work.

California State Public Contract Code Section 20150.10 provides an option for counties of 500,000 or less population that, if after rejection of all bids received, and the project is under $75,000, for permitting the work to be contracted outside the State required bidding procedures. This provision requires that the Board of Supervisors to pass a resolution, by four-fifths vote, declaring that, in its opinion a contract to perform the project at a lower price than that received in the original bids can be negotiated with the original bidder. That negotiation has resulted in the requested contract approval before your Board.

ALTERNATIVES:

To not reject bids for the project and not authorize the Public Works Director to negotiate a fixed fee, not to exceed contract for the improvements. This is not recommended because there is sufficient funds available in the Deferred Maintenance Budget for the project.

OTHER AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans, specifications and bid package.
County Counsel for review of the contracts and this agenda item
Auditor for the payment of all invoices.

FINANCING:

The funds for this project will be provided through the Deferred Maintenance Budget 011501, Object Codes 5191 "Maintenance of Structures," and 5124 "External Charges."

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 10/23/2013
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 10/24/2013
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 10/24/13

Resolution No. _____

Board of Supervisors, County of Inyo, State of California

Resolution Rejecting Bids and Authorizing the Director of Public Works to contract for the Construction of the Inyo County Jail Building – Replacement of Dryvit System Expansions Improvement Project

---

RESOLVED, by the Board of Supervisors of the County of Inyo, State of California, that

WHEREAS, this Board of Supervisors did, on March 19, 2013, approve the revised Plans and Specifications and called for sealed bids for the Inyo County Jail Building - Replacement of Dryvit System Expansion Joints Project (Project); and

WHEREAS, on April 17, 2013, the Clerk of the Board of Supervisors did receive two (2) sealed bids for doing of the work referred to in said bid package; and

WHEREAS, on May 7, 2013, the Board of Supervisors did reject both of these bids based upon a recommendation from Public Works that the bids were above the engineer's estimate and project budget; and

WHEREAS, on May 29, 2013, the Clerk of the Board of Supervisors did receive one sealed bid for doing of the work referred to in said bid package; and

WHEREAS, the only bid received for the Project is substantially more than the Engineer's estimate; and

WHEREAS, Sections 20150.9 and 20150.10 of the California Public Contract Code provide that a public agency may, at its discretion, reject all bids as presented and authorize contracting the project at a negotiated price lower than the bid amount; and

WHEREAS, the Director of Public Works has recommended that the May 29, 2013 bid be rejected and, that the project cost estimate was reevaluated by Public Works staff; and

WHEREAS, this Board has considered and concurs in the recommendation of the Director of Public Works.

THEREFORE, NOW BE IT ALSO RESOLVED that the INYO COUNTY BOARD OF SUPERVISORS

1. Rejects the bid received on May 29, 2013; and

2. Declares that a contract to perform the project can be negotiated with the original bidders at a lower price than that in any of the bids submitted on May 29, 2013, as provided by Section 20150.10 of the California Public Contract Code.

PASSED AND ADOPTED this _____ day of July 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Linda Arcularius, Board Chairperson
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio
CLERK OF THE BOARD

By: _____
Assistant

CONTRACT
for
REPLACEMENT OF DRYVIT SYSTEM EXPANSION JOINTS
INYO COUNTY JAIL BUILDING

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective _____, 2013, by and between the COUNTY OF INYO, a political subdivision of the State of California, (herein "Owner"), and Troy Cauldwell Painting (herein "CONTRACTOR"), for the construction of the **REPLACEMENT OF DRYVIT SYSTEM EXPANSION JOINTS, INYO COUNTY JAIL BUILDING** (herein also "Project"), which parties agree, for and in consideration of the mutual promises, as follows:

1. CONTRACTOR shall furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Contract Documents within the Time for Completion set forth in the Contract Documents, for:

Title: **REPLACEMENT OF DRYVIT SYSTEM EXPANSION JOINTS – INYO COUNTY JAIL BUILDING**

2. For the performance of all such work, COUNTY shall pay to CONTRACTOR the total amount negotiated with CONTRACTOR for said work, in an amount of _____ Twenty Six Thousand Five Hundred dollars ($26,500.00), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

3. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (a) all of the provisions set forth expressly herein; ~~(b) the Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference;~~ and (b) all of the other Contract Documents, as described in **Section 1070.04, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated March, 1997, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated March, 1997, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

4. The definition and meaning of the words used in this Contract are the same as set forth in Section **1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated March, 1997.

5. This Contract, including the Contract Documents and all other documents, which are incorporated herein by reference, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof.

6. Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates", in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

CONTRACT

REPLACEMENT OF DRYVIT SYSTEM EXPANSION JOINTS
INYO COUNTY JAIL BUILDING

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

COUNTY

COUNTY OF INYO

By: _____

Name: _____

Title: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

CONTRACTOR

_____

By: _____

Name: _____

Title: _____

Dated: _____

Taxpayer's Identification or Social Security Number:

_____

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Replacement of Drywit System Expansion Joints

Bid Opening Date: 5/29/13 *Location:* Asst. Clerk's Office (Board)

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	Troy Caldwell Paint & Stucco	$ 28,270.00			
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: Patricia Kennelly

Present: Jeff Ahlstrom

COUNTY OF INYO CALIFORNIA

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
21

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Contract for Plant Mixed Asphalt

DEPARTMENTAL RECOMMENDATIONS:

1. Request Board approve the contract for the purchase of Plant Mixed Asphalt Surfacing Material to Granite Construction Company of Bakersfield, CA in an amount not to exceed $63,579.00 (sales tax included) for the period from September 1, 2013 through November 30, 2013; and
2. Authorize the Chairperson to sign the contract contingent upon obtaining the appropriate signatures.
3. Ratify the purchase of 588.7 tons of plant mix asphalt at a total cost of $63,579.00.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In May of 2013 the Public Works/Road Department solicited bids for the provision of plant mixed asphalt products and received one responsive bid. Subsequently, your Board approved a contract with Granite Construction Company for such products with a not to exceed amount of $299,540.00. The term of this contract was May 15, 2013 through August 30, 2013. The relatively short duration of this contract is a product of the high volatility associated with petroleum based materials.

The thunder storms experienced in late July and August of 2013 required extensive time commitments from the Road crews significantly reducing the ability to transport "cold mix" to the respective Districts for winter time repair projects. Consequently, the materials were mistakenly hauled by County forces after the expiration of the contract, resulting in the need to request your Board approve a new contract with Granite Construction Company and ratify the purchase of 588.7 tons of plant mixed asphalt with a total cost of $63,579.00.

ALTERNATIVES:

The Board could reject the request for a new contract and ratification of the asphalt purchase which would result in the Department being required to return the materials and potential litigation. This is not recommended as Granite Construction Company was the only bidder and is currently the sole source for cold mix asphalt.

OTHER AGENCY INVOLVEMENT:

County Counsel for approval of the contract
Inyo County Auditor's office for approval of the contract and payment of invoices
Risk Manager for approval of the contract

FINANCING:

Purchases will be paid from the Road budget 034600, object code 5309 Road Materials and is included in the 2013/2014 Board approved budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: yes Date 10/29/2013
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 10/28/2013
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 10/28/13

AGREEMENT BETWEEN COUNTY OF INYO
AND Granite Construction Company
FOR THE PROVISION OF Plant Mixed Asphalt **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Plant Mixed Asphalt services of Granite Construction Company of Bakersfield, 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 Bob Brown, whose title is: Road Superintendent. 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 September 1, 2013 to November 30, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Sixty Three Thousand, Five Hundred Seventy Nine Dollars & 60/100 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, 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
Road Department — Department
P.O. Drawer Q — Street
Independence, CA 93526 — City and State

Contractor:
Granite Construction — Name
P.O. Box 5127 — Street
Bakersfield, CA 93388 — 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 Granite Construction Company
FOR THE PROVISION OF Plant Mixed Asphalt **SERVICES**

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

COUNTY OF INYO

By:_____

Dated: _____

CONTRACTOR

By:_____
Signature

_____
Print or Type Name

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Granite Construction Company
FOR THE PROVISION OF Plant Mixed Asphalt **SERVICES**

TERM:

FROM: Sept. 1, 2013 **TO:** November 30, 2013A

SCOPE OF WORK:

As set forth in Attachment A to County of Inyo Road Department Bid Proposal form for the provision of Plant-Mixed SC3000 or PG 64-24 Asphalt Surfacing Material, entitled "Scope of Work/Specifications" and incorporated herein by reference.

ATTACHMENT A

SCOPE OF WORK/SPECIFICATIONS

Contractor shall furnish to the County, materials, equipment, labor and related services set forth on Attachment B, Schedule of Fees, in accordance with the terms and conditions of this Agreement.

1. MATERIAL

Aggregate shall conform to the 2006 Standard Specifications, State of California, Department of Transportation, for type B Medium Asphalt Concrete 3/8" maximum. The choice of maximum aggregate size will be at the discretion of the County.

Liquid asphalt binder will be SC3000 or PG 64-24 and shall conform to the requirements of the 2006, State of California, Department of Transportation, Standard Specifications. The choice of liquid asphalt binder will be at the discretion of the County.

On delivery, the Contractor shall furnish a certified analysis test report, in duplicate, showing that the material in each shipment conforms will all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. asphalt plant.

GRANITE CONSTRUCTION COMPANY

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Granite Construction Company
FOR THE PROVISION OF Plant Mixed Asphalt **SERVICES**

TERM:

FROM: Sept. 1, 2013 **TO:** November 30, 2013

SCHEDULE OF FEES:

Not applicable

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Granite Construction Company
FOR THE PROVISION OF Plant Mixed Asphalt SERVICES

TERM:

FROM: Sept. 1, 2013 TO: November 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
28

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Ratify and approve Amendment No. 5 to the contract for engineering services with Eastern Sierra Engineering of Reno, Nevada (ESE).

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board ratify and approve Amendment No. 5 to County of Inyo Standard Contract No. 156 between the County of Inyo and ESE for engineering services in an amount not to exceed $4,500.00 for the Sabrina Bridge Replacement Project; $4,750.00 for the Bishop-Sunland Landfill Truck Scale Project; and $45,216.00 for the Ed Powers Bicycle Lanes Project increasing the total Contract amount from $233,474.00 to $287,940.00;

2. Authorize the chairperson to execute Amendment No. 5, contingent upon obtaining appropriate signatures, and upon adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Public Works Department recently awarded a contract to ESE to provide engineering and environmental services for various Public Works projects on an as-needed basis. ESE provided services under this contract for materials testing services for the Sabrina Bridge Replacement Project, the South Bishop Resurfacing Project, Independence Town Roads Rehabilitation Project, and the See Vee Lane Extension Project. Amendment No. 5 to ESE's contract is for:

1. Additional level-of-effort services caused by material issues, equipment breakdowns, and the construction contractor's scheduling of the work for the Sabrina Bridge Replacement Project;

2. A geotechnical investigation to determine subsurface conditions for the Bishop-Sunland Landfill Truck Scale Project;

3. Environmental studies for the Ed Powers Bicycle Lanes Project.

Sabrina Bridge Replacement Project (Internal Project Number 05-019)

Construction of the Sabrina Bridge Replacement Project was completed on September 25, 2013. This bridge replaces the previously-existing County Bridge 48C-0025, and spans the Middle Fork of Bishop Creek at Sabrina Road. The previously-existing bridge was scour-critical and structurally deficient, therefore, replacement of the bridge was essential. The new bridge consists of a 3.5-foot deep cast-in-place, prestressed concrete box girder bridge with a width of 32.5 feet and a span of 88 feet founded on cast-in-place concrete abutments. This is now the longest single-span bridge in the county. The approach roadway on both sides of the bridge was realigned to improve sight distance and safety. The project was funded by the federal Highway Bridge Program.

The Public Works Department requested that ESE provide materials testing for the project. As with all state and federally funded projects, materials testing and inspection is required to control the quality of the materials incorporated into the work and ensure compliance with the project specifications. Materials testing for the Sabrina Bridge Project included concrete slump and cylinder testing; verification of Portland cement concrete mix design; compaction testing of Class 2 aggregate base, subgrade, and other soil materials; and hot mix asphalt testing and mix design verification.

During the project, concrete was delivered to the site for use in a pile where cement was not added to the mix. Subsequent to that, the Inyo County Resident Engineer (RE) requested significantly more testing to ensure that substandard concrete was not incorporated into the bridge. At least four loads of concrete were rejected during this time period. If the RE had not requested the additional testing justifying the loads to be rejected, the County could potentially be in a claim situation. The loads that were rejected after initial tests showed the concrete was not acceptable. In addition, early testing indicated an issue of low-strength cylinder breaks, which gave the RE the information required to have the contractor adjust the mix design to lower the water-cement ratio and ultimately increase strengths. If the mix design had not been adjusted, there may have been low-strength concrete in the bridge superstructure. This could have been a major problem during post-tensioning.

The other issue is that on multiple occasions ESE was called out to the project site by the RE at the last minute only to find the contactor was not ready for testing or the contractor's equipment had broken down. Therefore, ESE is requesting an additional $4,500.00 for these services.

The project is federally funded by the HBP and the Toll Credits Program, which will reimburse the county for 100 percent of the construction costs, including construction engineering, for the Sabrina Bridge Replacement Project. All county staff time for project management, engineering, surveying, and construction management is fully reimbursable.

Bishop-Sunland Landfill Truck Scale Project (Internal Project Number 13-025)

The truck scale foundation design requires an evaluation of soil conditions in the area where the truck scale will be constructed. This investigation is needed to ensure that the scale's foundations are capable of withstanding large truck loads. ESE will be logging and collecting soil samples from ten- to twelve-foot-deep test pits that will be excavated by Inyo County. The soil samples will be analyzed for Atterburg limits, moisture content, gradation, and compaction curves. These data will be used to develop conclusions and recommendations for re-use of excavated material for structural fill, specifications for structural fill materials, engineered fill placement, lateral earth pressures, and allowable foundation pressures. The conclusions and recommendations will be submitted to the county in a letter report prepared by ESE. ESE is requesting $4,750.00 for these services.

This project is funded through the Inyo Recycling and Waste Management (formerly Integrated Waste Management) budget.

Ed Powers Bicycle Lanes Project (Internal Project Number 12-032)

Ed Powers Road is a high-speed rural road that is popular with bicyclists. The speed creates a possibility of dangerous vehicle vs. bicycle collisions. Ed Powers Road is part of a group of roads that link several outlying rural neighborhoods with the downtown core of Bishop. The roads additionally connect to roads in the Round Valley area that provide excellent loop recreational ride possibilities. The installation of bicycle lanes will provide increased safety and also make the roadway more appealing to beginner to intermediate bicyclists.

The project will install 4-foot wide bicycle lanes on both sides of the road on what are now dirt shoulders. The dirt shoulders will be overexcavated by 8 inches to accommodate 2 inches of hot-mix asphalt on 6 inches of Class 2 aggregate base. New shoulder backing will be installed, and bicycle lane striping, pavement markings, and signs will be installed.

The project is federally funded; therefore compliance with the National Environmental Policy Act (NEPA) is required. Caltrans District Nine, who is the lead agency for NEPA compliance, is requiring cultural resources studies and a biological evaluation of the project site. The cultural resource studies will consist of a Class III pedestrian archaeological survey, preparation of an Archaeological Survey Report, and preparation of a Historic Property Survey Report. The biological evaluation will consist of, at a minimum, a biological resource evaluation, and preparation of a Natural Environment Study Minimal Impact Report. ESE is requesting $45,216.00 for these services.
This project is funded by the State Transportation Improvement Program Transportation Enhancement (STIP TE) Program, with the match funded by Toll Credits. These funding sources will reimburse the county for 100 percent of the project, including project management, surveying, environmental studies, engineering, construction, and construction engineering.

ALTERNATIVES:

The Board could choose not to ratify and approve ESE's Amendment No. 5. This is not recommended because:

1. ESE has already performed the work for the Sabrina Bridge Replacement Project; because the services were necessary to ensure the quality of the work; and keep the project on schedule.

2. A geotechnical investigation is necessary to ensure that the Bishop-Sunland Landfill truck scale is constructed properly. The Public Works Department does not have staff or equipment necessary to perform this investigation.

3. Environmental studies for the Ed Powers Bicycle Lanes Project are required for NEPA compliance. If these studies are not performed, federal funding for engineering and construction could not be accessed. The Public Works Department does not have staff who are qualified to conduct environmental studies.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to ESE
County counsel to review Amendment No. 5 and this agenda item
Caltrans to reimburse the county for project costs as described below

FINANCING:

For the Sabrina Bridge Replacement Project, ESE's costs will be paid through Budget Unit 034601 State Funded Roads Projects, Object Code 5711, Sabrina Bridge. The costs for this project will be reimbursed by HBP and Toll Credits. The HBP and Toll Credit 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 HBP funds.

For the Bishop Sunland Landfill Project, ESE's costs will be paid through Budget Unit 045700, Inyo Recycling and Waste Management, Object Code 5265, Professional and Special Services.

For the Ed Powers Bicycle Lanes Project, ESE's costs will be paid through Budget Unit 034601 State Funded Roads Projects, Object Code 5738, Ed Powers Road. The costs for this project will be reimbursed by STIP TE and Toll Credits. The STIP TE and Toll Credit 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 TE and Toll Credits funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: yes 10/28/2013 Date
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: 10/28/2013 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: 10/28/13 Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 10/28/13

AMENDMENT NUMBER 5 TO AGREEMENT BETWEEN THE COUNTY OF INYO AND Eastern Sierra Engineering FOR THE PROVISION OF ENGINEERING SERVICES FOR THE SABRINA BRIDGE, BISHOP-SUNLAND LANDFILL TRUCK SCALE, AND ED POWERS ROAD BICYCLE LANES PROJECTS

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Eastern Sierra Engineering of Reno, Nevada (hereinafter referred to as "Consultant"), have entered into an Agreement for the Provision of engineering services dated June 15, 2012, on County of Inyo Standard Contract No. 156, for the term from June 15, 2012 to June 15, 2015.

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

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

County and Consultant hereby amend such Agreement as follows:

2. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

   "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed Two Hundred Eighty-Seven Thousand, Nine Hundred Forty Dollars and No Cents ($287,940.00) (hereinafter referred to as "Contract limit").

3. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for engineering and environmental services for the Sabrina Bridge Replacement Project, the Bishop-Sunland Landfill Truck Scale Project, and the Ed Powers Road Bicycle Lanes Project as described in Eastern Sierra Engineering's proposals entitled *Material Testing Services – Request for Contract Amendment,* dated September 11, 2013; *Limited Geotechnical Investigation, Bishop-Sunland Landfill - Truck Scale Project,* dated October 11, 2013; and *Environmental Studies, Ed Powers Road Bike Lane Project,* dated May 17, 2013; which are included in Attachment A-5 to the Contract.

4. Eastern Sierra Engineering's rates for the scopes of work described in Attachment A-5 to the Contract shall be the rates described in Eastern Sierra Engineering's *Estimated Cost Summary – Materials Testing, Sabrina Road Bridge Replacement Project,* for that project; and Eastern Sierra Engineering's *2013 Standard Rates for Technical Services* for the Bishop-Sunland Landfill Truck Scale Project and the Ed Powers Road Bicycle Lanes Project, which are included as Attachment B-5 to the Contract.

The effective date of this amendment to the Agreement is November 5, 2013.

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

AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE SABRINA BRIDGE, BISHOP-SUNLAND LANDFILL TRUCK SCALE, AND ED POWERS ROAD BICYCLE LANES PROJECTS

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2013.

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: _____

Dated: 10/28/13

Taxpayer's Identification Number:

20-0986439

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

ATTACHMENT A-5

AGREEMENT BETWEEN THE COUNTY OF INYO AND Eastern Sierra Engineering FOR THE PROVISION OF ENGINEERING SERVICES FOR THE SABRINA BRIDGE, BISHOP-SUNLAND LANDFILL TRUCK SCALE, AND ED POWERS ROAD BICYCLE LANES PROJECTS

TERM:

FROM: June 15, 2012 **TO:** June 15, 2015

SCOPE OF WORK:

The scope of work described in the original Contract, dated June 15, 2012, is revised to include additional tasks required for engineering and environmental services for the Sabrina Bridge Replacement Project, the Bishop-Sunland Landfill Truck Scale Project, and the Ed Powers Road Bicycle Lanes Project as described in Eastern Sierra Engineering's proposals entitled *Material Testing Services – Request for Contract Amendment,* dated September 11, 2013; *Limited Geotechnical Investigation, Bishop-Sunland Landfill - Truck Scale Project,* dated October 11, 2013; and *Environmental Studies, Ed Powers Road Bike Lane Project,* dated May 11, 2013; which are included in this Attachment A-5 to the Contract.

EASTERN
SIERRA
ENGINEERING

CIVIL ENGINEERING & CONSTRUCTION SERVICES

September 11, 2013

12.1.22

Lynn Flanigan, P.E.
Senior Engineer
Inyo County Public Works Department
P.O. Box Q
Independence, CA 93526

Material Testing Services - Request for Contract Amendment
Sabrina Road Bridge Replacement Project

Dear Lynn,

Please consider this email our request and justification for a contract amendment to our Sabrina Road Bridge Replacement contract dated June 26, 2012 for $31,780.

The biggest issue on the project was the concrete supplier and the concrete delivered to the project site. Concrete was delivered to the site for use in a pile where cement was not added to the mix. Subsequent to that, the Inyo County Resident Engineer (RE) requested significantly more testing to insure substandard concrete was not incorporated into the bridge. At least four loads of concrete were rejected during this time period. If the RE had not requested the additional testing justifying the loads to be rejected, the County could potentially be in a claim situation. The loads that were rejected were done so after initial tests showed the concrete was not acceptable. In addition, early testing indicated an issue of low strength breaks, this gave the RE the information required to have the contractor adjust the mix design to lower the water cement ratio and ultimately increase strengths. If the mix design had not been adjusted, there may have been low strength concrete in the super structure. This could be a major problem when post tensioning occurred.

The other issue out of our control (both the counties and ours) was the contractors inefficient scheduling of the work. On multiple occasions we were called out to the project site by the RE at the last minute only to find the contactor was not ready for testing or the contractors equipment had broken down.

I believe the only remaining work that needs to be completed is compaction testing on the base and a (1) cold feed and (1) HMA sample, for grading and asphalt content, from paving this Saturday. Since the work will be on Saturday we will have to pay our technician overtime. If there is a major issue with the HMA quality maybe another test. I anticipate the cost to complete the project to be $4,500. We request that our contact be amended to $36,280.

We trust this is the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 if you have any questions or require additional information.

Sincerely,
Eastern Sierra Engineering, P.C.

Shawn W. Jenkins, P.E.
Principal Engineer

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

October 11, 2013

13.1.37

Jeff Ahlstrom
Senior Engineer
Inyo County Public Works Department
P.O. Box Q
Independence, CA 93526

Limited Geotechnical Investigation
Bishop-Sunland Landfill - Truck Scale Project

Dear Mr. Ahlstrom,

Eastern Sierra Engineering (ESE) is pleased to provide this proposal for a Limited Geotechnical Investigation for the Truck Scale Project at the Bishop- Sunland Landfill in Bishop California. This proposal is based on our site meeting on 10/2/13 and the preliminary site plan and construction details provided by Inyo County. ESE proposes the following scope of work to support the design efforts provided by others:

- Locate two (2) test pits and contact Underground Service Alert (USA) to notify them of intent to excavate. We assume Inyo County will provide a backhoe and operator to excavate and backfill the test pits.
- Excavate, log, and sample exploration test pits to a depth of 10-12 feet below existing grade or refusal.
- Perform in place density testing of the in-situ material at depths of up to 4 feet below existing grade.
- Conduct laboratory testing on representative soil samples obtained from test pits to verify soil classifications and soil engineering properties. The laboratory tests may include Atterberg limits, moisture content, gradation of soils and compaction curves.
- Perform engineering analysis to develop conclusions and recommendations for re-use of excavated material for structural fill, specifications for structural fill materials, engineered fill placement, and lateral earth pressures and allowable foundation pressures.
- Prepare a typed report summarizing field observations, surface and subsurface soil conditions, laboratory testing, and presenting a site plan showing the approximate test pit locations, and the above conclusions and recommendations.

Fees for ESE's services would be provided on a time and expense basis utilizing the 2013 Standard Rates for Technical Services enclosed. With the scope outlined above we estimate the fees for our services to be $4,750. The actual costs could be higher or lower than presented as they are directly influenced by project scheduling, weather and other factors out of our direct control. It is however our best estimate based upon our past experience and information available to us at this time.

ESE appreciates the opportunity to provide this proposal and we look forward to working with you on this project. If you have any questions, or require additional information, please contact me at (775) 828-7220 extension 201.

Sincerely,
Eastern Sierra Engineering, P.C.

Shawn W. Jenkins, P.E.
Principal Engineer

Attachments: 2013 Standard Rates for Technical Services

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

May 17, 2013

13.1.18

Lynn Flanigan, P.E.
Senior Engineer
Inyo County Public Works Department
P.O. Box Q
Independence, CA 93526

Environmental Studies
Ed Powers Road Bike Lane Project

Dear Lynn,

Eastern Sierra Engineering (ESE) is pleased to provide this proposal for Environmental Studies Services for work associated with the Ed Powers Road Bike Lane Extension Project located in Bishop, California. This proposal is based on input from Inyo County (County) and Caltrans. Panorama Environmental. Inc. (Panorama) will provide the environmental studies for this project as a sub-consultant to ESE. The design will include adding four foot wide bike lanes on both sides of the roadway from U.S. 395 south the S.R. 168. We anticipate the Environmental Studies scope of work to include:

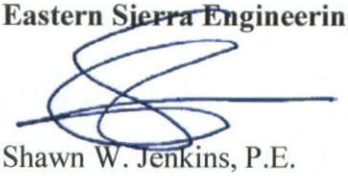
Environmental Studies
It is assumed that the project will qualify for a Categorical Exclusion (CE) with appropriate Technical Studies under NEPA and a Categorical Exemption (CatEx) under CEQA. Panorama's scope of work includes the following tasks:

- Review the Preliminary Environmental Study (PES) Form
- Conduct cultural resource studies and associated reports (ASR and HPSR)
- Preparation of a Natural Environmental Study Minimal Impact
- Preparation of a CEQA CatEx

Fees for ESE's services would be provided on a time and expense basis utilizing the rates shown in the attached Standard Rate Schedule. With the scope outlined above we estimate the fees for our services to be $45,216. The attached Estimated Cost Summary presents a breakdown of our estimate. The actual costs could be higher or lower than presented as they are directly influenced by project scheduling, workmanship and material quality, weather and other factors out of our direct control.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 201 if you have any questions or require additional information.

Sincerely,
Eastern Sierra Engineering, P.C.



Shawn W. Jenkins, P.E.
Principal Engineer

Attachments: Estimated Cost Summary
Eastern Sierra Engineering's Standard Rate Schedule
Panorama Environmental, Inc. Proposal

Estimated Cost Summary
Environmental Studies
Ed Powers Road Bikelane Project

	ESE Labor			Subconsultant		
Item	Principal Engineer	Senior Engineer	Travel	Panorama	10% mark-up	Total Price
	$ 135/hr	$ 120/hr	$ 70/hr			
Preliminary Engineering Support	8	20				
Environmental Studies	4	8		$ 36,578	$ 3,658	$ 40,236
Total Hours	12	28	0			
Total Cost	**$ 1,620**	**$ 3,360**	$ -			**$ 40,236**

Total ESE Labor Cost	$ 4,980
Total Environmental Studies	$ 40,236
Total Estimated Project Cost	**$ 45,216**

EASTERN SIERRA ENGINEERING

PANORAMA
ENVIRONMENTAL, INC.

May 15, 2013

Shawn Jenkins
Eastern Sierra Engineering
415 Towne Drive
Reno, Nevada 89521

Subject: Proposal for Ed Powers Bikelane Expansion Project

Dear Shawn:

Panorama Environmental, Inc. (Panorama) is pleased to provide this proposal for environmental services on the Ed Powers Bikelane Expansion Project. This proposal reflects our conversations with Inyo County Department of Public Works and Caltrans to clarify the scope of this effort.

If you have any questions regarding this proposal, please contact me at (650)340-4803.

Sincerely,

Susanne Heim
Project Manager

Enclosures:
Appendix A Scope of Work and Budget
Appendix B Panorama Rate Sheet

APPENDIX A – SCOPE OF WORK AND BUDGET

PANORAMA
ENVIRONMENTAL, INC.

SCOPE OF WORK FOR THE ED POWERS ROAD BIKELANE EXTENSION PROJECT

This scope of work has been prepared for the Ed Powers Road Bike Lane Extension Project (project). This scope of work reflects Panorama's discussions about the proposed project with both Caltrans and Inyo County Public Works. Caltrans has not received a Preliminary Environmental Study (PES) form at this time and declined to comment on the studies that would be required. Based on our previous experience and knowledge of the area, Panorama has therefore assumed that cultural resource studies would be required and that a Natural Environment Study Minimal Impact (NESMI) may be required.

It is assumed that the project will qualify for a Categorical Exclusion (CE) with appropriate Technical Studies under NEPA and a Categorical Exemption (CatEx) under CEQA. Panorama's scope of work includes the following tasks:

- Review of the Preliminary Environmental Study (PES) Form (Task 1)
- Conduct cultural resource studies and associated reports (ASR and HPSR) (Task 2)
- Preparation of a Natural Environment Study Minimal Impact (Task 3)
- Preparation of a CEQA CatEx (Task 4)

TASK 1: REVIEW OF PES FORM

Inyo County will draft the PES form for the project. Panorama will conduct an initial review of the resources in the project area and vicinity using GIS. Panorama will review the Draft PES form, and revise the form as necessary to reflect the resources that will need to be studied based on the GIS analysis. Panorama will coordinate with Caltrans during review of the PES form. Panorama will submit the Draft form to Caltrans, and make changes necessary to obtain a finalized form (changes assumed to be minor).

If additional studies beyond an archaeological survey and NESMI are required, additional scope and budget may be required.

TASK 2: ARCHAEOLOGICAL SURVEY

ASM Affiliates (ASM), will perform the cultural studies and prepare the HPSR and ASR according to Caltrans requirements. The documents will be prepared to support the Section 106 process and Caltrans requirements for a CE determination. Draft documents will be submitted to the County for review and comment. Revised documents will be prepared following receipt

of County comments and provided to Caltrans for review and comment. Final documents will be prepared upon receipt of Caltrans comments.

APE Map
ASM will prepare an APE map for the proposed project. It is assumed that the APE will include an area extending 10 feet on either side of the existing pavement for Ed Powers Road.

ASR
ASM will perform a Class I records search, including a review of site records, survey reports, National and California register listings, and other relevant documents at the California Historical Resources Information System. The record search will be conducted for a ½-mile radius from the centerline of the road. A Class III cultural resources inventory (pedestrian survey) will be conducted within the project APE for the bicycle lands as defined by Caltrans. It is assumed that a field survey is not required for the pavement improvements within the existing paved roadway. Caltrans has indicated that the area is highly sensitive for cultural resources. The scope and budget include the recordation of 10 sites. The results of the records search and field work will be summarized and examined in a formal ASR.

HPSR
ASM will prepare an HPSR to document completion of the survey phase, completion of National Register eligibility evaluation of the resources within the project APE, and, if relevant, a Finding of No Historic Properties Affected or No Adverse Effect with Standard Conditions. The APE Map and ASR will be attached to the HPSR as supporting documentation.

TASK 3: NATURAL ENVIRONMENT STUDY MINIMAL IMPACT

Panorama will coordinate with Caltrans to determine the appropriate level of biological evaluation for the project. Based on preliminary review of the project and resources in the area, it is assumed that the project would qualify for a NESMI or NESMI-No Effect. If a NES is required for the project, this could be prepared under a separate scope and budget augment.

Eremico Biological Services (Eremico) will conduct the biological resource investigation necessary for the NESMI under contract to Panorama. The biological resources study will involve review existing data to generate a list of potential special-status species that could occur in the project area and reconnaissance survey of the project area. Review of existing data will include:

- Conducting a database query with the California Natural Diversity Database
- Review of other available literature
- Consultation with agency personnel

Eremico will conduct a reconnaissance level survey along each side of Ed Powers Road to assess habitat suitability for special-status species and to document wildlife and plant species present on-site during the time of the site visit.

An NESMI, in Caltrans format that incorporates the results of the literature review and reconnaissance survey, will be prepared. The report will include:

- Project Summary
- Introduction
- Study Methods
- Environmental setting
- Project Impacts
- Mitigation Measures
- Permits Required
- References

Panorama will submit the Draft NESMI to Inyo County and Caltrans for review. Panorama would incorporate Inyo County and Caltrans comments and prepare a Final NESMI.

No protocol surveys for plants or animals are included. If protocol surveys are required, additional scope and budget may be necessary.

TASK 4: CEQA

Panorama will prepare a CEQA CatEx Form for the project. The project is expected to qualify for a CatEx under Article 19 of CEQA Guidelines §15302. Panorama will coordinate with the County regarding CEQA compliance. The CatEx Form will be submitted to the County for review and approval.

BUDGET

ESTIMATED COSTS

Budgets for each task are presented below.

Project Budget	
Task	**Estimated Costs**
Task 1: PES Form	$1,025
Task 2: Cultural Resources	$21,172*
Task 3: NESMI	$12,086
Task 4: CEQA	$2,295
TOTAL	**$36,578**
Notes: Caltrans has indicated that the area is highly sensitive for cultural resources. The scope and budget include the recordation of 10 sites.	

ASSUMPTIONS

- Only an ASR and HPSR would be prepared.
- Up to 10 cultural resource sites will be identified and recorded. A scope and budget augment will be required if additional cultural resource sites are encountered.
- No in-person meetings are included. Limited phone calls between Panorama, Eastern Sierra Engineering, the County and Caltrans are included as budget allows
- If the technical memorandums cannot be performed by Caltrans in-house, Panorama can prepare them with a scope and budget amendment
- It is assumed that the project would qualify for a NESMI or NESMI-No Effect. Preparation of a NES would require a scope and budget augment.
- No permits will be required from biological resource agencies. Preparation of permit applications would require a scope and budget amendment
- A CatEx from CEQA and a CE with Studies will be the appropriate documents to comply with CEQA and NEPA. If an Initial Study and/or Environmental Assessment is required a scope and budget amendment may be required
- If other studies, not identified here, are required, additional scope and budget may be required.
- No protocol plant or animal surveys or focused plant or animal surveys would be required. If required additional scope and budget may be necessary.

SCHEDULE

A schedule for completion of work is presented below.

Project Schedule	
Task	**Completion from Notice to Proceed**
Task 1: PES Form	2 weeks
Task 2: Cultural Resources	8 weeks
Task 3: NESMI	6 weeks
Task 4: CEQA	10 weeks

ATTACHMENT B-5

AGREEMENT BETWEEN THE COUNTY OF INYO AND Eastern Sierra Engineering FOR THE PROVISION OF ENGINEERING SERVICES FOR THE SABRINA BRIDGE, BISHOP-SUNLAND LANDFILL TRUCK SCALE, AND ED POWERS ROAD BICYCLE LANES PROJECTS

TERM:

FROM: June 15, 2012 **TO:** June 15, 2015

SCHEDULE OF FEES:

Eastern Sierra Engineering's rates for the scopes of work described in Attachment A-5 to the Contract shall be the rates described in Eastern Sierra Engineering's *Estimated Cost Summary – Materials Testing, Sabrina Road Bridge Replacement Project,* for that project; and Eastern Sierra Engineering's *2013 Standard Rates for Technical Services* for the Bishop-Sunland Landfill Truck Scale Project and the Ed Powers Road Bicycle Lanes Project, which are included in this Attachment A-5 to the Contract.

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-5, *Scope of Work.*

The fee and hours summary shown in Attachment B-5 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 consultant. 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.

Estimated Cost Summary – Materials Testing
Sabrina Road Bridge Replacement Project

Item	Description	Units	Estimated Quantity	Rate	Total
1	Supervision	Hours	20	$ 130.00	$ 2,600.00
2	Field Technician	Hours	280	$ 95.00	$ 26,600.00
3	Max. Density	Each	4	$ 165.00	$ 660.00
4	Sieve Analysis	Each	2	$ 80.00	$ 160.00
5	Sand Equivalent	Each	2	$ 75.00	$ 150.00
6	Asphalt binder content	Each	1	$ 100.00	$ 100.00
7	HMA Moisture Content	Each	1	$20.00	$ 20.00
8	Theoretical Specific Gravity	Each	2	$ 90.00	$ 180.00
9	AC Stability	Each	1	$ 225.00	$ 225.00
10	Crushed Particles – Coarse	Each	1	$ 80.00	$ 80.00
11	Crushed Particles- Fine	Each	1	$ 80.00	$ 80.00
12	LA Rattler	Each	2	$ 130.00	$ 260.00
13	Fine Aggregate Angularity	Each	1	$ 50.00	$ 50.00
14	Flat and Elongated Particles	Each	1	$ 100.00	$ 100.00
15	Unit Weight/Density of Cores	Each	3	$25.00	$ 75.00
16	Cleanness Value	Each	1	$140.00	$ 140.00
17	Concrete Cylinders	Each	12	$25.00	$ 300.00
	Estimated Total				**$ 31,780.00**

Technician over-time shall be charged at a rate of $142.50 per hour

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

2013 STANDARD RATES FOR TECHNICAL SERVICES

I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

A. Professional Services

President	$170.00/hour
Principal Engineer	$135.00/hour
Project Manager	$120.00/hour
Senior Engineer	$120.00/hour
Project Engineer/Designer	$105.00/hour
Staff Engineer/Designer	$100.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	$100.00/hour
Technician/Inspector (Prevailing Wage)	$95.00/hour
Senior Technician/Inspector (Regular Wage)	$85.00/hour
Technician/Inspector (Regular Wage)	$80.00/hour

II. Expenses

A. Expenses

Supplies & Shipping	Cost plus 15%

B. Equipment

Coring per core	$20.00/each
Pachometer	$7.50/hr
Torque Wrench	$25.00/day
Skidmore	$25.00/day

III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

IV. Laboratory Testing

Tests	Unit Price/Test
Index Tests	
Moisture Content (ASTM D2216)	$20.00
Moisture Content and Dry Density	$35.00
Atterberg Limits (ASTM 4318)	$85.00
Particle Size Analysis	
Sieve	$90.00
Minus #200 (ASTM D 1140)	$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	$200.00
Specific Gravity	
Soils (ASTM D 854)	$80.00
Fine Aggregate w/ Absorption (ASTM C128)	$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	$75.00
Moisture-Density Relations	
Standard Proctor (ASTM D 698)	$165.00
Modified Proctor (ASTM 1557)	$165.00
Compaction Check Point	$55.00
Rock Correction per Test	$75.00
Aggregate Testing	
Clay Lumps and Friable Particles (ASTM C 142)	$75.00
Flat and Elongated	$100.00
Fractured Faces (Nev T 230)	$80.00
Sand Equivalent (ASTM D 2419)	$75.00
Organic Impurities (ASTM C40)	$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	$60.00
Sodium Soundness of Aggregates (ASTM C88)	$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	$130.00
Durability Index, coarse and fine	$160.00
Cleanness	$140.00
Other Testing	
R-Value Untreated Field Sample (ASTM D2844)	$250.00
Concrete Testing	
Compression of Concrete Cylinder (ASTM C39)	$25.00
Compression of Grout Cylinder (UBC 24-28)	$20.00
Compression of Mortar Cylinder (UBC 24-22)	$20.00
Hold Cylinder (cured not tested)	$12.00
Flexural Strength of Concrete Beams (ASTM C78, C293)	$50.00
Concrete Trial Batch	$550.00

Asphalt Concrete Testing

Bitumen Content by Ignition	$100.00
Bitumen Content by Extraction	$140.00
Aggregate Gradation	$80.00
Hveem Stability and Compaction (ASTM D1560/1561) each	$75.00
Marshall Stability and Flow (ASTM D1559)	$220.00
Maximum Theoretical Specific Gravity (Rice ASTM D2041)	$90.00
Unit Weight of Asphalt Core (ASTM D2726)	$25.00
Hot Mix Asphalt Mix Design	upon request
Swell of Bituminous Mixtures	$150.00
Moisture Content of Asphalt Mixture	$40.00
Effects of Moisture on AC Mixtures (ASTM D4867)	$500.00
Moisture Vapor Susceptibility	$150.00

Miscellaneous

Saw Cutting per hour (PCC, AC, and Masonry)	$55.00
H20 Analysis, Chloride, and Sulfate Content	$145.00

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

29

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Schedule Time For ☐ Closed Session ☐ Informational

FROM: Public Works

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Approval of: 1) a California Department of State Parks Grant Agreement for the Adventure Trails project, 2) Inyo County Standard Contract No. 156 with Meridian Consults for the environmental review of the Adventure Trails system, 3) budget amendments to reflect the receipt and distribution of the State Parks grant funding.

DEPARTMENTAL RECOMMENDATION:

Request Board approve:

1. A Project Agreement with the California Department of State Parks Off-Highway Motor Vehicle Recreation Division for a two phase grant and authorize the Public Works Director to sign the Project Agreement and other documents required to implement the grant;
2. Standard Contract No. 156 between the County of Inyo and Meridian Consultants, for the provisions of the environmental consulting services and the evaluation of the proposed Adventure Trails System in an amount not to exceed $299,960 for the period of 11/5/13 to 12/31/14, and authorize the Chair to sign contingent upon the adoption of future budgets; and
3. An amendment to the public Works Department FY 2013-2014 Transportation and Planning Trust Budget No. 504605 as follows:

    a. Increase estimated revenue in the State Other Object Code No. 4499 by $266,518 to reflect the receipt of grant funds, and
    b. Increase appropriation in the Professional and Special Services Object Code No. 5265 by $206,304 to reflect the dispersal of grant revenues and matching funds to Meridian Consultants, and
    c. Increase appropriation in the External Charges Object Code 5124 in the amount of $60,214 to reflect the dispersal of grant revenues and matching funds to the Planning Department and County Counsel.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

State Parks Grant

The County was successful in receiving an Off-Highway Vehicle (OHV) grant to fund

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

The grant requires a twenty-six percent (26%) contribution as an in-kind match. The match for Phase 1 of the grant will be provided by the Inyo County Local Transportation Commission and the match for Phase 2 of the grant will be provided by the Inyo County Road Department.

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

The project proponenets have since submitted multiple applications for a system of combined-use routes to the County that can be viewed at http://www.inyoltc.org/ab628impl.html. Per the Implementing Procedures and AB 628, the County has sent formal notice requesting specific determinations specified in State law to the California Highway Patrol and the California Department of Transportation. The County has also sent correspondence to land management agencies notifying those agencies of the proposed action, requesting specific information, and asking for related comments.

The County has up to one-year to complete the grant. To initiate the process, the Planning Department has released a Notice of Preparation of an Environmental Impact Report for the preparation of an environmental impact report and scoping meetings were held on:

- October 24 at 6:00 p.m. at the Board of Supervisors chambers in Independence and on
- October 30 at 6:00 p.m. at the City of Bishop Council Chambers.

Phase 1
The total estimated cost for the environment review of combined-use routes in Inyo County is estimated to be $360,214 due to the complexity of the environment evaluation. This includes $300,000 for a consulting firm to complete the environmental document and an added $60,214 to account for Planning Department and County Counsel staff time during the State Parks grant period. Of the $60,214, $48,552 is slated go to the Planning Department and $11,662 is slated to go to County Counsel's office. The LTC has already budgeted to fund the $93,656 match for this portion of the grant.

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

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

The total estimated cost of this equipment is $755,000. The County currently maintains these roadways and will need to continue doing so in the future. The motor grader, front loader, and water truck will be used to

maintain dirt roads within the existing footprint of the current road right of way. The Road Department will be required to contribute $196,300 for this phase of the project.

Meridian Consultants Contract

The Planning Department released a Request for Qualifications for an environmental consulting form. The County created a list of the five most highly qualified firms. The Planning Department then mailed out a Request for Proposals to the list. Meridian Consultants was the only one of those firms that proposed for this project. County staff negotiated with the consultants to make revisions to the scope of work and a scope of work is attached to this contract. The total contract amount is for $299,960 and the contract period is from November 5, 2013 to December 31, 2014.

ALTERNATIVES:

The Board could elect to delay the approval of the Project Agreement and Contract with Meridian Consultants to a future meeting and provide specific direction to staff. The County is under a time constraint to initiate the State Parks grant for the environmental review of the Adventure Trails project proposal. Additionally, the amended scope submitted by the consultant is adequate to complete the project. Due to these factors, County staff did not release a second Request for Proposals.

OTHER AGENCY INVOLVEMENT:

- Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division (grant funding and route requirements)
- Inyo County Local Transportation Commission (funding the grant match and Public Works Department staff time)
- Caltrans (crossing of the State Highway System and combined-use system signage)
- California Highway Patrol (safety determination for each proposed combined-use route)
- Bureau of Land Management (confirmation that routes being connected to are open for use by OHVs)
- Inyo National Forest (confirmation that routes being connected to are open for use by OHVs)
- City of Los Angeles Department of Water and Power (consultation during the environmental review process)
- County Counsel (review of environmental document)
- Planning Department (lead agency for environmental document)

FINANCING:

The Public Works Department will be a conduit for Phase 1 of the project. It will receive invoices from Meridian Consultants, Planning Department, and County Counsel's office and then consolidate those billings into a monthly payment request that will be sent to the State Parks Off-Highway Motor Vehicle Recreation Division. Once it receives the reimbursement, it will disperse the funds to the three parties.

Budget Amendment

The budget of the Public Works Department is being amended to reflect the receipt of the State Grant funds. The Public Works Department budget is also being amended to reflect the dispersal of the State grant funds to Meridian Consultants, the Planning Department, and to County Counsel. There is currently $93,656 in LTC funds budgeted in Professional and Special Services Object Code 5265 to cover the required match for this grant. The State Parks grant funds of $266,518.36 combined with the matching funds are adequate to offset the expense of the Meridian Consultants contract and the dispersal of grant funds to the Planning Department and County Counsel.

Public Works Department budget amendment
Contract payment will be made from Transportation and Planning Budget No. 504605, Professional Services object code 5265 for matching funds for Phase 1 of this project. Budget Unit 504605 will be amended to add $266,518 in State Parks grant revenues under Object Code 4499 (State Other). These funds will be dispersed to 1) Meridian Consultants under Object Code 5265 (Professional and Special Services) and 2) to the Planning Department ($48,552) and County Counsel Office ($11,662) via Object Code 5124 (External charges).

Planning Department and County Counsel
The Planning Department budget will receive payment for up to $48,552 in grant funds for staff time and County Counsel will receive up to $11,662 in grant funds for staff time. Both departments will be able to revise their budgets at midyear to reflect the receipt of non-general fund related revenue.

Phase 2
Phase 2 of the project will not be initiated until October 2014. The Road Department will be required to include the match of $196,300 in their part of the FY 2014-2015 budget. The financing for Phase 2 is contingent upon the approval of the FY 2014-2015 budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Lemp-Williams Approved: ✓ Date 10/25/2013
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Yes Date 10/25/2013
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 10/30/13

DEPARTMENT HEAD SIGNATURE: Date: 10/30/13
(Not to be signed until all approvals are received)
Budget Officer: Approved: Date: 10-30-13
Attachments:

- October 10, 2013 letter from State Parks to County of Inyo
- State Parks Off-Highway Motor Vehicle Division Project Agreement, General Provisions, and Payment Request
- October 15, 2013 e-mail from State Parks to County regarding hourly work by County of Inyo
- Standard Contract No. 156 between Inyo County and Meridian Consultants
    - Exhibit A – State Parks Project Agreement
    - Exhibit B – Project Agreement General Provisions

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G12-03-74-G01 PROJECT TYPE: Ground Operations

GRANTEE: Inyo County Public Works Department

PROJECT TITLE: Ground Operations

PROJECT PERFORMANCE PERIOD: FROM **11/05/2013** THROUGH **11/04/2014**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **$825,258.00** (Eight Hundred Twenty Five Thousand Two Hundred Fifty Eight and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE
ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME:	AUTHORIZED NAME: Sixto J. Fernandez
TITLE:	TITLE: Grants Manager
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:		VENDOR NUMBER:		FUND:
C32-20-025		4000045857-00		Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62669	CONTRACT AMOUNT: 825,258.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 20/13	STATUTE: 2013	FISCAL YEAR: 2013/2014

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER: DATE:

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
Application: Ground Operations

APPLICANT NAME :	Inyo County Public Works Department		
PROJECT TITLE :	Ground Operations	**PROJECT NUMBER (Division use only) :**	G12-03-74-G01
PROJECT TYPE :	☐ Acquisition ☐ Development ☐ Education & Safety ☑ Ground Operations ☐ Law Enforcement ☐ Planning ☐ Restoration		
PROJECT DESCRIPTION :	This is a two-phased ground operation project that is meant to evaluate and, if approved, implement, a combined-use network of County maintained roads pursuant to Assembly Bill 628. **Phase 1** Is the completion of a CEQA document evaluating the potential impacts created by the designation of combined-use routes. **Phase 2** This phase of the project is completely dependent on the completion of Phase 1, the future approval of combined-use routes by the Board of Supervisors, and upon approval of the OHMVR Division. The activities of this phase is, but is not limited to, the purchase of equipment, materials and supplies necessary to complete maintenance on the approved county roads that will allow combined used. Grantee can not start Phase 2 until they receive written approval from the OHMVR Division to proceed with Phase 2. Grantee is required to provide a minimum of 26 percent of the total project cost in matching funds.		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	**Staff**						
	Planning Coordinator Notes : Rate $ 30 Initial Study 8 hours Environmental Studies 48 hours Project Description 40 hours	468.000	30.000	HRS	10,389.60	3,650.40	14,040.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
Application: Ground Operations

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Environmental Setting 16 hours Impacts 24 hours Mitigation 48 hours Alternatives 48 hours Insignificant Effects 12 hours Cumulative 80 hours Economic/Social 24 hours FEIR 40 hours Hrgs./Mtgs/Staff Reports 80 hours Total (Hours) 468 hours Total (Cost) $ 14,040						
Associate Planner Notes : Rate $45 Initial Study 4 hours Environmental Studies 24 hours Project Description 20 hours Environmental Setting 8 hours Impacts 12 hours Mitigation 24 hours Alternatives 24 hours Insignificant Effects 6 hours Cumulative 40 hours Economic/Social	252.000	45.000	HRS	8,391.60	2,948.40	11,340.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	10 hours FEIR 20 hours Hrgs./Mtgs/Staff Reports 60 hours Total (Hours) 252 hours Total (Cost) $11,340						
	Senior Planner Notes : Rate $49 Initial Study 4 hours Environmental Studies 24 hours Project Description 20 hours Environmental Setting 8 hours Impacts 12 hours Mitigation 24 hours Alternatives 24 hours Insignificant Effects 6 hours Cumulative 40 hours Economic/Social 10 hours FEIR 20 hours Hrgs./Mtgs/Staff Reports 60 hours Total (Hours) 252 hours Total (Cost) $12,348	252.000	49.000	HRS	9,137.52	3,210.48	12,348.00
	Planning Director Notes : Rate $66 Initial Study	164.000	66.000	HRS	8,009.76	2,814.24	10,824.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	4 hours Environmental Studies 12 hours Project Description 12 hours Environmental Setting 4 hours Impacts 4 hours Mitigation 6 hours Alternatives 12 hours Insignificant Effects 2 hours Cumulative 20 hours Economic/Social 8 hours FEIR 20 hours Hrgs./Mtgs/Staff Reports 60 hours Total (Hours) 164 hours Total (Cost) $10,824 This is a direct cost. The Planning Director is responsible for the development and review of the environmental document proposed as a part of this project. Given the complexity of the environmental document, the Planning Director's direct participation in the completion of the environmental document is essential. Phas 1 of this project is for CEQA						

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Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
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	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	review.						
	County Counsel Notes : Rate $98 Initial Study 2 hours Environmental Studies 8 hours Project Description 8 hours Environmental Setting 2 hours Impacts 8 hours Mitigation 12 hours Alternatives 10 hours Insignificant Effects 1 hours Cumulative 10 hours Economic/Social 6 hours FEIR 12 hours Hrgs./Mtgs/Staff Reports 40 hours Total 119 hours Total (Cost) $11,662 This is a direct cost. County Counsel is involved in the development and review of the environmental document proposed as a part of this project. Given the complexity of the environmental document, County Counsel's direct participation in the	119.000	98.000	HRS	8,629.88	3,032.12	11,662.00

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Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	completion of the environmental document is essential.						
Total for Staff					44,558.36	15,655.64	60,214.00
2	**Contracts**						
	CEQA Review of Proposed Adventure Notes : Percentage Cost Environmental Checklist 10% $30,000 Required Environmental Studies 20% $60,000 Project Description 5% $15,000 Environmental Setting 5% $15,000 Significant Environmental Impacts 10% $30,000 Mitigation Measures Analysis 10% $30,000 Alternatives Analysis 10% $30,000 Effects not found to be significant 5% $15,000 Cumulative Impacts Analysis 10% $30,000 Economic and Social Effects 5% $15,000 Final EIR 10% $30,000 Total 100% $300,000	1.000	300000.000	MISC	222,000.00	78,000.00	300,000.00
3	**Materials / Supplies**						
4	**Equipment Use Expenses**						
5	**Equipment Purchases**						
	Motor grader Notes : Motor grader	1.000	350000.000	MISC	259,000.00	91,000.00	350,000.00
	Front loader Notes : Front loader	1.000	275000.000	MISC	203,500.00	71,500.00	275,000.00

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Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Water truck	1.000	130000.000	MISC	96,200.00	33,800.00	130,000.00
Total for Equipment Purchases					558,700.00	196,300.00	755,000.00
6	**Others**						
Total Program Expenses					825,258.36	289,955.64	1,115,214.00
TOTAL DIRECT EXPENSES					825,258.36	289,955.64	1,115,214.00
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
	Adjustments (Rounded)	0.000	0.000		-0.36	0.00	-0.36
Total Indirect Costs					-0.36	0.00	-0.36
TOTAL INDIRECT EXPENSES					-0.36	0.00	-0.36
TOTAL EXPENDITURES					**825,258.00**	**289,955.64**	**1,115,213.64**

TOTAL PROJECT AWARD	**825,258.00**	

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Application: Ground Operations

APPLICANT NAME :	Inyo County Public Works Department		
PROJECT TITLE :	Ground Operations	**PROJECT NUMBER (Division use only) :**	G12-03-74-G01
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Program Expenses							
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Project Cost Estimate for
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Project Cost Estimate for
Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
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3	**Materials / Supplies**						
4	**Equipment Use Expenses**						
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TOTAL DIRECT EXPENSES					825,258.36	289,955.64	1,115,214.00
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
Total Indirect Costs					0.00	0.00	0.00
TOTAL INDIRECT EXPENSES					0.00	0.00	0.00
TOTAL EXPENDITURES					**825,258.36**	**289,955.64**	**1,115,214.00**

TOTAL PROJECT AWARD	**825,258.00**	

ATTACHMENT 2

Project Agreement General Provisions
(Local Agencies Only)

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
4. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project agreement and the terms and conditions set forth in this agreement.

   The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.

3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

   The Grantee, shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State approved development plans, specifications and estimates or Force Account Schedule. The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

4. If the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this agreement.

5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

   Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.

C. Project Costs

   The Grant moneys to be provided to the Grantee under this agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this agreement whichever is less:

1. If the Project includes acquisition of real property, the State shall disburse to Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this agreement.

   State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this agreement, or any remaining portion of such Grant amount to the extent of such statement. Grantee, upon a showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

   The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred twenty (120) days after completion of Project.

2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.

3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.

4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

   Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

5. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

E. Project Termination

1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

F. Hold Harmless

1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.

2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise

under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.

4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.

2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

H. Use of Facilities

1. The property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.

2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.

3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this agreement as though set forth in full in this agreement.

K. Severability

1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the Project funded by this agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PAYMENT REQUEST

Complete the following with the information from the Project Agreement:

PROJECT AGREEMENT NUMBER: _____ **CONTRACT NUMBER:** _____ **PCA:** _____ **STATUTES:** _____

GRANTEE: _____

PROJECT TITLE: _____ **VENDOR NUMBER:** _____

PROJECT PERFORMANCE PERIOD: **FROM:** _____ **TO:** _____

1. **PAYMENT REQUEST NUMBER:** _____ ☐ **FINAL** *(Check box if FINAL) Final payment requests must be submitted within **120 days** after the completion of the project or end of the project performance period, whichever comes first.*

2. **INVOICE NUMBER / BILL FOR COLLECTION NUMBER** *(For Grantee use)*: _____

3. **PAYMENT REQUEST PERIOD:** **FROM:** _____ **TO:** _____

4. **PAYMENT REQUEST TYPE** *(Check one)*:

☐ **ADVANCE** *All advance requests except Law Enforcement projects **must** include a written justification explaining the need for the advance and a list of planned expenditures. Subsequent advance requests **must** include supporting documentation for the prior advance. **Note: Advance requests may not exceed half the total grant amount.***

☐ **REIMBURSEMENT** *All supporting documents for reimbursement costs claimed **must** be attached.*

5. **PROJECT EXPENDITURE AND MATCH DOCUMENTATION SUBMITTED FOR THIS REQUEST:**

a. **Amount to be REIMBURSED / ADVANCED:**

CATEGORY	AMOUNT
Staff	$
Contracts	$
Materials / Supplies	$
Equipment Use Expenses	$
Equipment Purchases	$
Other	$
Indirect Costs	$
TOTAL REIMBURSEMENT / ADVANCE	$ 0.00

b. **Amount applied to MATCH requirement:**

CATEGORY	AMOUNT
Staff	$
Contracts	$
Materials / Supplies	$
Equipment Use Expenses	$
Equipment Purchases	$
Other	$
Indirect Costs	$
TOTAL MATCH	$ 0.00

6. **PAYMENT INFORMATION:**

a.	TOTAL GRANT AMOUNT	$
b.	REIMBURSEMENT / ADVANCE REQUESTED TO DATE . . .	$
c.	CURRENT AMOUNT AVAILABLE *(6a minus 6b)*	$ 0.00
d.	**REIMBURSEMENT / ADVANCE AMOUNT** *(From step 5a)* . .	$ **0.00**
e.	REMAINING GRANT FUNDS AVAILABLE *(6c minus 6d)* . . .	$ 0.00
f.	TOTAL AMOUNT APPLIED TO MATCH TO DATE	$

7. **SEND WARRANT TO:**
AGENCY NAME . . . . . _____
STREET ADDRESS / P.O. BOX _____
CITY . . . . . _____ **STATE:** ____ **ZIP CODE:** _____
ATTENTION . . . . . _____

8. **CERTIFICATION:** *I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury that the information provided on this form and any accompany documents are true and correct to the best of my knowledge and that all funds received have or will be expended in accordance with the conditions set forth by the State.*

GRANTEE: ➤ _____ **DATE:** _____
SIGNATURE *(Authorized Representative)*

9. **STATE APPROVAL:** ➤ _____ **DATE:** _____

10. **SUBMIT REQUEST TO:**
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
ATTENTION: *(NAME OF GRANT ADMINISTRATOR)*
1725 23rd STREET, SUITE 200
SACRAMENTO, CA 95816-7100

Courtney Smith

From: Fernandez, Sixto@Parks <Sixto.Fernandez@parks.ca.gov>
Sent: Tuesday, October 15, 2013 6:16 PM
To: Joshua Hart
Cc: Courtney Smith; Elaine Kabala
Subject: RE: Agreement

Hello Josh,

Your request to make changes to the cost estimate, as long as it does not exceed the total grant amount is approved. Please keep this email in your project file for audit purposes.

Sixto

From: Joshua Hart [mailto:jhart@inyocounty.us]
Sent: Tuesday, October 15, 2013 9:08 AM
To: Fernandez, Sixto@Parks
Cc: csmith@inyocounty.us; Elaine Kabala
Subject: RE: Agreement

Good morning Sixto. Per our discussion yesterday, would it be possible to amend the Table in Attachment 1 to just include totals for staff and the contract? The reason for this request is that CEQA work often is unpredictable, and we typically need to shift resources to accommodate the unexpected. For example, our contractor's scope of work does not match the task totals in the Table. Also, we have prepared the Initial Study utilizing our own resources, so it no longer is a task to be completed under the contract. Another example is that I believe our Associate Planner and I will be undertaking the greatest share of the work, and we will probably not be utilizing a Senior Planner at all.

Thank you.

Josh Hart
Inyo County Planning Director
(760) 878-0268

From: Fernandez, Sixto@Parks [mailto:Sixto.Fernandez@parks.ca.gov]
Sent: Thursday, October 10, 2013 10:30 AM
To: Courtney Smith
Subject: Agreement

Hello Courtney,

Attached is a copy of your agreement that needs to be signed by your authorized representative. Please follow the directions in the cover letter. Once I get the agreements back, we will process through our end and return a fully executed agreement back for your files.

Please let me know if you have any questions.

Thanks!

Sixto J. Fernandez, Grants Manager
California State Parks
Off-Highway Motor Vehicle Recreation Division
1725 23rd Street, Suite 220
Sacramento, CA 95816

Wrk# 916.324.1572
Fax# 916.324.1610

ATTACHMENT: Inyo County Standard Contract #156

AGREEMENT BETWEEN COUNTY OF INYO
AND Meridian Consultants
FOR THE PROVISION OF Environmental Review and Processing Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Environmental Review and Processing Services services of Meridian Consultants (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 Planning Director or his designee. 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 **E**, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from November 5th, 2013 to December 31st, 2014 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 Planning Director. 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 $ 299,960 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 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.sam.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 **D** 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.

For design professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of design professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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

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. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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 County, 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:
Inyo County Planning Department — Department
168 N. Edwards Street — Address
Independence, CA 93526 — City and State

Consultant:
Meridian Consultants — Name
860 Hampshire Road, Suite P — Address
Westlake Village, California 91631 — 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 Meridian Consultants
FOR THE PROVISION OF Environmental Review and Processing Services **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: _____
Signature

Joe Gibson
Print or Type Name

Dated: 10/15/2013

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

10/25/2013
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M. Baker
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Meridian Consultants
FOR THE PROVISION OF Environmental Review and Processing Services **SERVICES**

TERM:

FROM: November 5th, 2013 **TO:** December 31st, 2014

SCOPE OF WORK:

Refer to attached. Consultant shall not work on any optional task or contingency without prior authorization from County.

Contractor shall comply with all requirements of the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division contract with Inyo County as described in Exhibit A: Project Agreement and Exhibit B: Project Agreement General Provisions.

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND
MERIDIAN CONSULTANTS
FOR THE PROVISION OF ENVIRONMENTAL SERVICES

TERM:

FROM: November 5th, 2013 TO: December 31st, 2014

SCOPE OF WORK
Preparation of an Environmental Impact Report for the Designation of Combined-Use Roads to Establish the Inyo County Adventure Trails Program (Implementation of Assembly Bill 628)

Task 1: Project Kickoff Meeting

Upon project award and authorization to proceed, Meridian Consultants will meet with the County staff and hold a project kickoff meeting to finalize the scope of work and collect project information. Meridian Consultants will provide a final project work plan and a schedule to the County.

Deliverables

- Project kick-off meeting minutes
- Final Work Plan

Task 2: Scoping

The County will prepare and circulate the NOP and Initial Study through the State Clearinghouse and potential responsible and trustee agencies. If necessary, Meridian Consultants will work with the County to develop a distribution list that will include members of the stakeholder groups and other agencies and organizations, including the City of Bishop, the Los Angeles Department of Water and Power, the U.S. Bureau of Land Management and the U.S. Forest Service.

As the project is of regional or area-wide significance pursuant to §15206, a scoping meeting will be held early in the process after the release of the NOP. Pursuant to California Public Resources Code section 21083.9, a CEQA Scoping Meeting will be held during the 30-day public comment period to receive comments on the appropriate scope and content of the EIR. Information garnered from this process will be considered during development of the draft EIR and, where applicable, may be incorporated into the final document.

Prior to preparing the draft program EIR, Meridian Consultants will consult in concert with County staff with any person or organization, including the City of Bishop, the Los Angeles Department of Water and Power, the U.S. Bureau of Land Management and the U.S. Forest Service, who the County believes will be concerned with the environmental effects of the proposed project.

Upon completion to the 30-day review and comment period, Meridian Consultants will assemble the comments received on the NOP. This will include identifying any new potentially significant environmental issues and reasonable alternatives and mitigation measures that the responsible or trustee agency, or the Office of Planning and Research, will need to have explored in the draft program EIR; and whether the agency will be a responsible agency or trustee agency for the project.

Deliverables

- Scoping meeting notes
- List of comments and issues

Task 3: Prepare Administrative Draft EIR

Project Description

Meridian Consultants will prepare a project description that will articulate the features and recommendations of the Adventure Trails Program at a program level.

Administrative Draft EIR Technical Analysis

Meridian Consultants will complete the administrative Draft EIR pursuant to the requirements of State *CEQA Guidelines* and the issues identified in the State CEQA regulations, 23 CCR §§3720-3782, Environmental Checklist Form. The administrative Draft EIR will be prepared in accordance with the County's format (if any) and requirements.

For this scope of work, the following issues will most likely be identified as having the potential for impacts and require further analysis in the EIR:

- Aesthetics
- Agriculture & Forestry
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use
- Noise
- Population and Housing
- Public Services
- Recreation

- Transportation/Traffic

The scope of the analysis for each issue will be outlined in the final work plan; as necessary, the scope will be adjusted based on comments received during the NOP process.

Aesthetics

Meridian Consultants will evaluate the potential impacts to aesthetics related to the proposed project. The aesthetics analysis will include a discussion of the regulatory framework that guides the decision making process, existing conditions, significance thresholds, impact analysis and cumulative impacts in accordance with Appendix G of the State *CEQA Guidelines*. The assessment of aesthetics will focus on the visual character and scenic quality of visual resources in the immediate vicinity of the proposed project and the surrounding region.

According to the Initial Study prepared for the proposed project, the County provides quality scenic resources throughout, including in areas where routes are proposed to be designated. The designation of combined-use routes as part of the Adventure Trails network will not directly impact any scenic vista. The designation of combined-use routes only involves changing the types of vehicles that are permitted to use existing roadways and the installation of appropriate signage. This will involve the installation of directional, safety, and regulatory signs inside of existing County and City of Bishop rights of way. These changes, as well as the potential for the increase in dispersed camping, installation of signs and increase in OHVs may result in impacts to scenic vistas, visual character, and visual quality.

The assessment of aesthetics will discuss whether the proposed project would adversely affect a scenic vista, substantially damage scenic resources, substantially degrade the existing visual quality of the site and its surroundings, or create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area. Any potentially significant aesthetic impacts from the proposed project will be assessed in accordance with the significance thresholds described in the County of Inyo General Plan and other relevant references.

Agriculture and Forest Resources

While the project seeks to improve recreation throughout the County's trail by allowing an increase of OHV use, an increase of visitors may potentially impact surrounding County agricultural grazing lands. Specifically, the Los Angeles Department of Water and Power (LADWP), has seen impacts from increased trail use on their aqueduct and ranching as a result of recent closures on adjacent federal lands.

Meridian Consultants will analyze whether or not the proposed project would result in any impacts to local agriculture and forest resources. While no agricultural activities take place on the roadways, and no forestlands will be directly impacted by the proposed project; the potential for the project to indirectly impact agricultural and/or forest lands may exist and will be evaluated in the EIR.

The scope of work for the agriculture and forest resources analysis will include:

- Provide a description of the existing agriculture and forest resources.
- Identify the regulatory framework for agriculture and forest resources, including any applicable federal, state, and/or local regulations and/or standards.

- Appendix G Initial Study checklist questions, direction provided in CEQA and applicable CEQA case law, and the County's Thresholds Manual.
- Identify and discuss all project impacts on agriculture and forest resources, including the significance of the project's contribution to cumulative mineral resources impacts.
- Identify appropriate mitigation measures.
- Provide residual impact statement.

Air Quality

Dust from the Owens Dry lake places Inyo County within a non-attainment areas for Federal and State PM10 (particulate matter 10 microns or less in diameter) ambient air quality standards. Ozone transport from the San Joaquin Valley and southern California also occasionally degrades air quality. Operation of OHVs results in emissions of criteria pollutants. Specifically, the increase in OHVs may result in an increase in fugitive dust, including PM10, which is considered a health hazard. In addition, OHV exhaust may result in unusual odors. Although the project is not expected to contribute substantially to these air quality issues, potential impacts to air quality will be examined. The project is not expected to substantially conflict with the Air Quality Management Plan.

Meridian Consultants will include an air quality analysis to analyze OHV related emissions associated with the proposed project. Meridian Consultants will use the most recent version of the California Emissions Estimator Model (CalEEMod) air quality modeling software for identifying operational impacts for the pounds/day unmitigated condition. Meridian Consultants will work with the County to outline assumptions for the air quality modeling program. An evaluation for the potential for any micro-scale air pollution "hotspot" formations at the around the project area using a screen procedure based upon the CALINE4 line source dispersion model is not deemed necessary at this time due to the relatively low amount of traffic within the project area.

The scope of work will include the following tasks:
- Provide a description of existing air quality conditions utilizing data from the Great Basin Unified Air
- Pollution Control District (GBUAPCD).
- Identify the regulatory framework for air quality, including any applicable federal, State, and/or local regulations and/or standards.
- Describe the criteria for determining project air quality impacts, including but not limited to, CEQA Appendix G Initial Study checklist questions, direction provided in CEQA and applicable CEQA case law, and the County's Thresholds Manual (if one is provided).
- Discuss project consistency with the GBUAPCD Clean Air Plan or any other applicable plans in terms of land use planning consistency and growth projections assumed in the CAP.
- Provide short-term construction emissions calculations for criteria pollutants using the most recent CalEEMod air quality modeling software, or other appropriate model.
- Provide long-term operational emissions calculations for criteria pollutants using the most recent CalEEMod air quality modeling software, or other appropriate model.
- Identify and discuss the project's contribution to cumulative air quality impacts, both for short term construction and long-term operations.
- Provide an analysis of the existing data and research from regulator government agencies and reputable research organizations or industry groups, to assess any potential risk of toxic airborne hazards. Site-specific modeling will not be included, but the available information and government approaches will be applied to the project site.

- Identify known sources and amounts of hazardous materials stored within the vicinity of the project site and determine if any such materials are a potential hazard in terms of toxicity or quantity that could be released.
- Identify appropriate mitigation measures.
- Provide a residual impact statement.

Biology

The project does not involve the construction or disturbance of land; however, certain proposed combined-use routes cross creeks or other waterways. These crossings are an existing condition, and the terrain generally limits the ability of the OHVs to leave the road. Sensitive biological resources may exist in the vicinity of the combined use routes that could be disturbed by operation of vehicles, potential increased use of the roads, or potential trespass.

Wildlife exposed to OHV noise may have the potential to suffer high levels of physiological stress. The increase in noise can also cause a species to be displaced into marginal or even unsuitable habitat which can have lasting effects on survival and productivity. For some species, the noise of OHV's may have the potential to interfere with critical life history such as foraging or breeding.

Unarmored crossings of waterways may cause water quality impacts downstream. Driving across an unprotected streambed may mobilize sediment that is already present but would not otherwise be transported during low flows. Increased downstream sedimentation may have the potential to impact sensitive aquatic and riparian species and habitat. In addition, OHVs may cross streams using adjacent areas when flows are high. Wildlife species utilizing habitat within the stream crossing, such as small fish and amphibians, may have the potential to be displaced by OHVs.

To analyze the potential impacts to biological resources associated with the Project, information regarding habitat type, drainage features, and sensitive species must be acquired. BRC will conduct the following surveys to collect data regarding biological resources within the Project area. The results of the surveys and associated mapping will be documented in a biological technical report for incorporation into the EIR.

To identify and map habitat communities within the Project area, BRC biologists will conduct a habitat assessment along the proposed OHV trail system. Vegetation communities will be mapped in the field, using aerial photographs, and available databases to delineate the extent of each vegetation community within the Project area and to provide quantifiable data. Vegetation communities will be classified generally following the nomenclature from A Manual of California Vegetation, Second Edition (2009).

During the habitat assessment, BRC biologists will also map points at those areas where the Project road alignment crosses streams and other prominent drainage features. This data will be used to provide a quantifiable analysis of the Project impacts on riparian habitat and water quality. Drainages will be identified in accordance with A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the U.S., A Delineation Manual (August 2008).

Surveys for specific sensitive plant and animal species are outside of the scope for this Programmatic EIR, although incidental observations of sensitive species during the habitat assessment will be recorded. However, sensitive species which may potentially occur within the Project area will be mapped using the California Natural Diversity Database (CNDDB). Using CNDDB occurrences in combination with

vegetation community mapping and the natural history of individual species, BRC will conduct analysis of potential impacts to sensitive species.

BRC will prepare the Biological Resources section of the EIR which will analyze Project impacts to biological resources per the CEQA thresholds. The analysis will focus on the following topics:

- Wildlife exposed to noise can suffer high levels of physiological stress. Noise can also cause a species to be displaced into marginal or even unsuitable habitat which can have lasting effects on survival and productivity. For some species, the noise of OHVs can directly interfere with critical life history behaviors such as foraging or breeding. When evaluating the potential impacts of OHV on biological resources, the effects of noise must be considered. The EIR will evaluate the potential Project impacts associated with OHV noise on sensitive wildlife species which may potentially occur within the Project area, by drawing on the large body of scientific studies devoted to the topic.

- Unarmored crossings of waterways may cause water quality impacts downstream. Driving across an unprotected streambed also mobilizes sediment that is already present but would not otherwise be transported during low flows. Increased downstream sedimentation can impact sensitive aquatic and riparian species and habitat. In addition, OHVs may cross streams using adjacent areas when flows are high. Wildlife species utilizing habitat within the stream crossing, such as small fish and amphibians, may be injured or killed by OHVs. Using data regarding habitat type and drainage crossings from Project surveys, the EIR will evaluate the potential Project impacts on water quality and aquatic resources associated with increased OHV usage.

- Uncontrolled proliferation of trails arising from repeated cross-country forays by OHV traffic is a well-documented occurrence in OHV areas. The magnitude of effects varies depending on local characteristics of the landscape including slope, aspect, soil susceptibility to erosion, and vegetation type. Some habitat types are more susceptible to OHVs leaving the right of way due to low vegetation density allowing for unimpeded access. This is particularly true in desert habitats where vegetation density is low (<30% coverage). Using Project habitat mapping, and existing scientific literature on the topic, the EIR will evaluate potential Project impacts resulting from unauthorized vehicle usage with respect to habitat type and potential occurrence of sensitive species.

Cultural Resources

Lands within the County accommodate rich cultural resources. Applied EarthWorks (Æ) will conduct an archaeological literature and records search, at the Eastern Information Center (EIC), at the University of California, Riverside, to determine if any historical or archaeological resources have previously been reported within or near selected portions of the Project.

The literature and records search will include areas where potential impacts to historic roads are anticipated within the project area. This search will encompass a buffer along the proposed roadways (up to a 500-foot radius) where potentially significant resources are determined likely to exist. This customized records search will include areas where potential impacts to historic roads are anticipated within the Project areas. This search will encompass up to a one eighth-mile radius of areas to be disturbed where potentially significant archaeological resources are determined likely to exist. Historical structures that may be impacted by Project activities will also be identified and assessed. Copies of all previously recorded cultural resources records and relevant cultural resources reports within the search area will be obtained.

Archaeological and historical background information will be culled from literary sources to prepare a Prehistoric and Historic Context for the report for the purpose of evaluating documented historical resources for the California Register of Historical Resources (CRHR). Æ will inspect historical documents, Government Land Office (GLO) survey plans, Sanborn maps and U.S. Geological Survey maps that depict the Project areas.

Æ will contact the Native American Heritage Commission (NAHC) for a search of the Sacred Lands file. All Native American groups or individuals identified by the NAHC will be contacted in writing to explain the Project, its boundaries, location, and potential to contain traditional cultural properties or archaeological deposits. Following a period of review, further communication through a round of telephone calls and/or e-mails will be made.

Following completion of the desktop analysis, Æ will compile a report of our findings, to CEQA standards. This report will include a Project description, cultural setting, methods; records search results, and recommendations/mitigation measures for further cultural resources management. The report would also incorporate the results of the customized records search from the EIC, as well as the Sacred Lands File search from the NAHC.

Based on the archaeological resources records search results, historic and geologic map review, and Native American consultation, Æ will describe previously recorded cultural resource sites, Native American ethnographic information, and the historic setting of the Project areas for the EIR. Potential effects of the proposed Project will be assessed and compared to potential effects of Project alternatives (if applicable). Appropriate measures to avoid or reduce adverse effects of the proposed Project on cultural resources (if any) will be identified, including procedures to be followed if cultural resources are discovered during subsequent field surveys or Project development. The mitigation measures will also provide specific unanticipated discovery plans for cultural resources and human remains.

Æ's Senior Paleontologist will conduct a cursory geologic map and paleontologic literature review of the Project area to assess its overall paleontological resource potential. Upon completion of the map and literature review, a brief technical memorandum will be drafted to document the findings and to provide Project-specific recommendations. All paleontological work will be conducted in accordance to Society of Vertebrate Paleontology guidelines and will meet the requirements of CEQA.

Geology and Soils

This project does not involve the construction of any new roadways or habitable structures, and does not require any septic or sewage disposal facilities. Use of existing roadways is not expected to alter seismic or other geological hazards, such as fault rupture, landslides, spreading, subsidence, liquefaction, and expansive soils. The project only involves the designations of County and City of Bishop roadways as combined-use roadways, where OHVs may travel on the roadway.

Meridian Consultants will analyze whether or not the proposed project would result in any impacts to geology and soils. Uncontrolled proliferation of trails arising from repeated cross-country forways by OHV traffic is a well-documented occurrence in OHV areas.

However, use of the roads by OHVs may increase the amount of erosion bordering existing roads and creek crossings. Uncontrolled proliferation of trails arising from repeated cross-country forways by OHV traffic is a well-documented occurrence in OHV areas. The magnitude of effects varies depending on

local characteristics of the landscape including scope, aspect, soil susceptibility to erosion, and vegetation type. Some habitat types are more susceptible to OHVs leaving the right of way due to low vegetation density allowing for unimpeded access. These potential impacts will be addressed in the EIR.

Specifically, the scope of work for geology and soils analysis will include:

- Provide a description of the existing geological conditions surrounding the project area.
- Identify the regulatory framework for geology and soils, including any applicable federal, state, and/or local regulations and/or standards.
- Appendix G Initial Study checklist questions, direction provided in CEQA and applicable CEQA case law, and the County's Thresholds Manual.
- Identify and discuss all project impacts on geology and soils, including the significance of the project's contribution to cumulative geology and soils impacts.
- Identify appropriate mitigation measures.
- Provide residual impact statement.

Greenhouse Gas

The project involves the designation of County highways as combined-use routes, which would allow for off-highway vehicles to travel in the existing County road right of way. Project long-term operational GHG emissions would be generated directly from sources such as project generated traffic, consumption of fossil fuels from OHVs.

As no single project alone would measurably contribute to a noticeable incremental change in the global average temperature, or to global, local, or micro-climate; from the standpoint of CEQA, GHG impacts are inherently cumulative and will be discussed in that context regarding this project. The analysis will be divided into short-term (construction) and long-term (operational) impacts. Project short-term Construction GHG Emissions would generally be associated with earthwork, and the transportation of workers and materials (if any).

Project long-term operational GHG emissions would be generated directly from such sources as project generated traffic, consumption of fossil fuels from OHV's. Indirect long-term emissions are typically associated with the project would include energy consumed at off-site facilities to provide for the project's energy and water demands (such as at utility providers). For this particular project, these indirect emissions are expected to be non-existent or minor and incremental, as it would not require the construction of any new utility facility, and would not conflict with programs that utility providers have adopted in order to reduce GHG contributions.

Meridian Consultants will include a discussion of global climate change and background information, the current status regarding significance thresholds, and an emissions estimate based on current air quality models.

Our scope of work includes the following tasks:

- Provide a description of the existing greenhouse gas emissions conditions.
- Identify the regulatory framework for greenhouse gas emissions, including any applicable federal, state, and/or local regulations and/or standards.
- Describe the criteria for determining project greenhouse gas emissions significance, including CEQA

- Appendix G Initial study checklist questions, direction provided in CEQA and applicable CEQA case law, and the County's Thresholds Manual.
- Utilize CalEEMod to quantify GHG emissions.
- Provide project short-term construction emissions calculations for greenhouse gases using the most appropriate and up-to-date greenhouse gas emissions modeling software.
- Provide project long-term operational emissions estimates (energy consumption, transportation, waste) for greenhouse gases using the most appropriate and up-to-date greenhouse gas emissions modeling software.
- Determine the significance level of project generated greenhouse gas emission contributions to cumulative GHG emissions/climate change.
- Presuming that GBUAPCD thresholds of significance for ozone precursor emissions will likely be exceeded, identify any potentially applicable mitigation measures identified in Scope and Content of Air Quality Sections in Environmental Documents (Updated June 2010), including construction activity impacts and reasonably available transportation control measures.
- Identify project design features that, in conjunction with in-place statewide GHG reduction, will meet the 28.9 percent GHG reduction goal in AB-32.
- Identify appropriate mitigation measures.
- Provide residual impact statement.

Hazards and Hazardous Materials

The proposed project is not known to have any hazard or hazardous materials within the vicinity of the project site. Based on a preliminary review, the proposed project area is not known to have any structures that house hazardous materials. Furthermore, OHV's are not suitable for the transport or disposal of hazardous materials.

Several combined-use segments are adjacent to the Bishop Airport. Potential impacts related to emergency response as a result of increased activities in remote areas and along public roadways. The EIR will determine whether past and current uses of the project area involved any historical use of hazardous materials. The EIR analysis will include a records review of on-file data with the County, County's Fire Department, Regional Water Quality Control (RWCB), and any applicable Environmental Data Resources databases.

Our scope of work will include the following tasks:

- Conduct research of hazardous materials records and aerial photos to assess the hazards and hazardous materials existing conditions.
- Identify the regulatory framework for hazards/hazardous materials, including any applicable federal, state, and/or local regulations and/or standards.
- Describe the criteria for determining project hazards/hazardous materials significance, including CEQA Appendix G Initial Study checklist questions, direction provided in CEQA and applicable CEQA case law, and the County's Thresholds Manual.
- Describe the impact (if any) to the project based on information presented for review (and supplemental analysis, if necessary).
- Identify and discuss the significance of all project contributions to cumulative hazards and hazardous materials risks and impacts.
- Identify appropriate mitigation measures.
- Provide residual impact statement.

Hydrology and Water Quality

OHVs utilize fluids (gasoline, motor oil, etc.) in their operation which could impact water quality if not properly handled. Vehicular operations can also result in erosion. The project may have the potential to cause changes to road shoulders and subsequent changes in water flow across shoulders, which could have significant impacts on adjacent soils and down gradient waters. The EIR will determine whether water quality may be impacted across unarmored streams within the project area.

The scope of work for the Hydrology and Water Quality analysis will include:

- Provide a description of existing hydrology and water quality conditions through peer review of the submitted Hydrology and Hydraulics Study and grading plans, review of all pertinent FEMA and Inyo County Flood Control District maps, Regional Water Quality Control Board data on the water quality of any existing surface water bodies for which the proposed project lies within their watershed, consultation with the County's Services Department;
- Identify the regulatory framework for hydrology/water quality, including any applicable federal, state, and/or local regulations and/or standards;
- Describe the criteria for determining the significance of any hydrology/water quality impacts, including but not limited to, CEQA Appendix G Initial Study checklist questions, direction provided in CEQA and applicable CEQA case law, and the County's Thresholds Manual;
- Identify and discuss the significance of project impacts on hydrology/water quality;
- Identify and discuss the significance of the project's contribution to cumulative hydrology/water quality impacts in the area;
- Identify appropriate mitigation measures; and
- Provide residual impact statement

Land Use

The potential designation of County and City of Bishop roads as combined-use routes does not involve the construction of any new roads and will not physically divide any communities. The project proposes to connect County-maintained roads to roads on U.S. Forest Service and BLM lands.

Meridian Consultants will address the consistency of the project with applicable land use plans and planning policies, and the compatibility of the proposed trails with surrounding land uses. Applicable land use designations and policies will be identified, including the County's General Plan. The consistency of this project with the County's planning objectives will be discussed.

The land use compatibility analysis will consider short-term construction impacts and long-term operational impacts. The physical and functional compatibility of the trails in relation to the County's surrounding uses will be addressed and will be based on the analysis of air quality, noise, aesthetics, and other relevant topics in the EIR. Analysis of physical compatibility with surrounding land uses will address how the proposed project will relate to surrounding development. Cumulative long-term land use changes and impacts also will be evaluated.

The Land Use and Planning analysis will:

- Provide a description of the existing land use/planning conditions.

- Identify the regulatory framework for land use/planning, including any applicable federal, State, and/or local regulations and/or standards.
- Describe the criteria for determining project land use/planning impacts, including but not limited to, CEQA Appendix G Initial Study checklist questions, direction provided in CEQA and applicable CEQA case law, and the County's Thresholds Manual.
- Prepared consistency analysis of all applicable policies.
- Identify appropriate mitigation measures.
- Provide residual impact statement.

Noise

The proposed project may result in noise impacts. OHV use has the potential to change the noise environment in the vicinity of the County roadways since OHVs have different noise characteristics than other vehicles. The proliferation of OHV use have a potential to increase in ambient noise levels. Noises emitted from the OHVs may exceed the legally allowable noise limit of 85 dbA, as noted in the Noise Element of the County's General Plan.

The proposed project would result in a proliferation of OHV use, increased use with dirt bikes, ATVs and other vehicles that were not intended for use in residential areas; thus resulting in an increase in ambient noise levels. Noise emitted from these vehicles is likely to exceed the legally allowable noise= limit of 82 db. Meridian Consultants will prepare the noise analysis to address OHV uses on the project site. In addition, wildlife exposed to OHV noise may have the potential to suffer high levels of physiological stress. The increase in noise can also cause a species to be displaced into marginal or even unsuitable habitat which can have lasting effects on survival and productivity. For some species, the noise of OHV's may have the potential to interfere with critical life history such as foraging or breeding.

Potential noise impacts associated with the operational phase, from use of the project will be identified and addressed in this section of the EIR. Noise levels generated by construction activities is unlikely, but will nevertheless be analyzed.

Specifically, the scope of work for the noise analysis will include:

- Provide a description of the existing noise conditions. Establish an updated baseline noise exposure profile in terms of the CNEL noise metric, and project future noise loading on sensitive receptors in the area using assumed growth factors for the area.
- Identify the regulatory framework for noise, including any applicable federal, State, and/or local regulations and/or standards.
- Describe the criteria for determining project noise impacts, including but not limited to, CEQA Appendix G Initial Study checklist questions, direction provided in CEQA and applicable CEQA case law, and the County's Thresholds Manual.
- Evaluate the impact of project operation on sensitive receptors within 1,600 feet of the project site.
- Noise impact analysis will consider the effects of noise that may be generated by OHVs that will use the trails.
- Conduct off-site noise measurements near sensitive receptors that could be subject to project noise and compare measured noise levels at 5 feet above the ground with levels at 15 feet above the ground.
- Evaluate the project's contribution to cumulative noise impacts within the County.
- Identify noise mitigation measures, if any, that may be needed to meet County standards.
- Provide residual impact statement.

Population and Housing

While the proposed project would not construct any facilities that would induce population growth, the proposed project may attract increased tourism, which may cause short term and intermittent growth to population. The EIR will include a Population and Housing section to assess the consistency of the project and new visitor growth with the applicable planning policies and adopted growth projections.

The project has the potential to increase the economic diversity through an increase of tourism of the County, thus indirectly inducing growth in the County. Potential impacts to population resulting from increased tourism.

The number of new visitors will be estimated using the latest suitable demographic factors for the proposed project. Meridian Consultants will discuss the County's current population, households, and housing stock, and how recent trends compare to projections.

Specifically, the scope of work for the population and housing analysis will include:

- Provide a description of the existing population and housing stock of Inyo County.
- Identify the regulatory framework for population and housing, including any applicable federal, State, and/or local regulations and/or standards.
- Appendix G Initial Study checklist questions, direction provided in CEQA and applicable CEQA case law, and the County's Thresholds Manual.
- Identify and discuss all project impacts on population and housing, including the significance of the project's contribution to cumulative population impacts.
- Identify appropriate mitigation measures.
- Provide residual impact statement.

Public Services

The proposed project would need additional police protection by the County's Sheriff Department and California Highway Patrol due to the increase in visitors. Currently, the Sheriff's Department has difficulty with the enforcement of OHV regulations on the trail lands. While the Sheriff's Department is increasing their OHV Patrol vehicles, additional staff or ordinances needed for effective patrol may be required and manpower and the legal jurisdiction must be supplied for successful enforcement of OHV policies on County-maintained roads as well as adjacent lands.

With respect to fire protection services, the designation of a combined use route will not result in the construction of any flammable structures and will not require the expansion of fire protective services. The proposed project may result in additional emergency situations due an increase in accidents from OHV uses. Additional manpower may be required to respond to these emergencies. In addition, potential impacts to emergency access roads may occur.

Meridian Consultants will analyze potential impacts on fire and police services. As a first step in the preparation of this analysis, Meridian Consultants will work with County staff, local law enforcement agencies and fire departments to identify all security and life safety features proposed as part of the project. Meridian Consultants will coordinate with representatives of the County's fire and police

departments to discuss the project and collect information on potential impacts and appropriate mitigation strategies.

Specifically, the scope of work for the public services analysis will include the following:

- Provide a description of the existing public services/facilities conditions.
- Identify the regulatory framework for public services/facilities, including any applicable federal, State, and/or local regulations and/or standards.
- Describe the criteria for determining project public service/facility impacts, including but not limited to, CEQA Appendix G Initial Study checklist questions, direction provided in CEQA and applicable CEQA case law, and the County's Thresholds Manual.
- Identify and discuss all project impacts on public services/facilities as well as the project's contribution to cumulative demand on public services/facilities.
- Identify appropriate mitigation measures.
- Prepare residual impact statement.

Recreation

The proposed project may have the potential of indirectly causing impacts to recreation.

This project will have a minimal effect on existing facilities and will increase recreation opportunities in Inyo County. The designation of combined-use routes will expand OHV recreation opportunities in Inyo County by providing connectivity for long loop rides and enabling off-highway vehicle recreationists to access public services within area communities. A potential impact to park facilities would be the possible use of parks as staging areas for the parking of vehicles carrying off-highway vehicles. In addition, some of the routes go through parks. There is a possibility that increased OHV use will increase the use of area campgrounds. Potential impacts to campgrounds will be discussed in the EIR. It is likely that OHV vehicle users will use local campgrounds to access the trail system.

While the project seeks to improve recreation throughout the County's trail by allowing an increase of OHV use, an increase of visitors may potentially impact surrounding County recreational facilities. The LADWP has seen impacts from increased trail use on their aqueduct and ranching as a result of recent closures on adjacent federal lands. Although the proposed project targets County roads to be changed a multi-use designation, a simultaneous increase of OHV use on adjacent non-County roads may result, and could potentially lead to trail proliferation and significant resource damage as well as conflict with LADWP aqueduct and ranching operations.

Meridian Consultants will coordinate with representatives of the local and federal land and recreational departments to discuss the project and collect information on potential impacts and appropriate mitigation strategies.

Specifically, the scope of work for the recreation analysis will include:

- Provide a description of the existing recreation conditions.
- Identify the regulatory framework for recreation, including any applicable federal, State, and/or local regulations and/or standards.
- Appendix G Initial Study checklist questions, direction provided in CEQA and applicable CEQA case law, and the County's Thresholds Manual.

- Identify and discuss all project impacts on recreation, including the significance of the project's contribution to cumulative recreational impacts.
- Identify appropriate mitigation measures.
- Provide residual impact statement.

Transportation/Traffic

The proposed project would potentially increase the amount of traffic on County trail roads with the increase of OHV vehicles. The addition of OHVs on to county roadways has some potential to conflict with other transportation types. Per the existing Vehicle Code, the County and the California Highway Patrol are required to make a determination that the additions of OHVs to the roadway will not create a safety hazard. The project could potentially increase the amount of traffic on County roads with the increase of OHV vehicles.

Adjacent cities may experience a slight traffic increase on local roadways and highways due to the increase of visitors. Meridian Consultants will summarize information on traffic, transportation, circulation, based on existing traffic and circulation information provided by the County and surrounding cities. The section will address existing conditions and impacts on traffic conditions at the study intersections, localized circulation patterns, and pedestrian circulation and safety.

Specifically, the scope of work for the traffic analysis will include:

- Provide a description of the existing traffic conditions.
- Identify the regulatory framework for traffic, including any applicable federal, State, and/or local regulations and/or standards.
- Appendix G Initial Study checklist questions, direction provided in CEQA and applicable CEQA case law, and the County's Thresholds Manual.
- Identify and discuss all project impacts on traffic, including the significance of the project's contribution to cumulative traffic impacts.
- Identify appropriate mitigation measures.
- Provide residual impact statement.

Effects Found Not to Be Significant

Section 15128 of the State *CEQA Guidelines* requires an EIR to describe any possible significant effects that were determined not to be significant and were, therefore, not discussed in detail in the EIR. This section will address the potential environmental effects that have been found not to be significant as a result of a review of all of the components associated with the Adventure Trails Program. This section will include the environmental questions contained in the State Water Board's Environmental Checklist Form and a discussion as to why the issues were found not to be significant.

Alternatives

The State *CEQA Guidelines* (Section 15126.6(c)) recommend that an EIR should briefly describe the rationale for selecting the alternatives to be discussed, identify any alternatives that were considered by the Lead Agency (but were rejected as infeasible), and briefly explain the reasons underlying the County's (as Lead Agency) determination.

Alternatives will be determined through discussion with County staff, the stakeholders groups and based on potential impacts identified during the technical analysis of the issues examined.

Meridian Consultants will provide an Alternatives section that analyzes the four discrete alternatives, including the No Project Alternative. As noted, the alternatives considered (except for No Project) will be defined in coordination with the County staff when the significance of project impacts is known and alternatives can be devised that will reduce impacts. The alternative analysis will describe feasible alternatives to the project that would reduce the severity of any significant, unavoidable impacts. While the alternative(s) should substantially meet the project objectives, the main focus will be on reducing potentially significant impacts. Each alternative will be described and comparatively analyzed on a topic-by-topic basis with the proposed project. A matrix comparing the impacts of the alternatives to the proposed project will be prepared to provide a summary of this topical analysis.

A written summary will also be provided that identifies the environmentally superior alternative, as required by the State *CEQA Guidelines*, and discusses the reason for preferring the proposed project to the alternatives. The alternatives analysis, while mostly a qualified effort, shall make all efforts to use or cite existing applicable detailed information to make for as meaningful a comparison as possible to the proposed project.

Other CEQA Considerations

This section will include the other sections as required by State *CEQA Guidelines* Section 15126.2, including a discussion of growth inducement, unavoidable significant adverse effects, and significant irreversible environmental changes due to project implementation.

Deliverables

- 5 copies of the Administrative Draft EIR
- one copy (PDF version) on CD

Task 4: Prepare Revised Administrative Draft EIR

Upon completion of the County's review, the initial Administrative Draft EIR will be revised to respond to comments. A revised administrative Draft EIR will be provided to the County for review prior to the release of the Public Draft EIR.

Deliverables

- 5 copies of the Revised Administrative Draft EIR
- one copy (PDF version) on CD

Task 5: Prepare Public Draft EIR

Upon receipt of final comments on the revised administrative Draft EIR from the County, Meridian Consultants will revise the document and produce a Public Draft EIR for release for a 45-day public review.

Meridian Consultants will prepare a Notice of Completion (NOC)/Notice of Availability (NOA) for the

County, and will be responsible for mailing via certified mail and distribution of the Public Draft EIR including submittal to the State Clearinghouse.

Deliverables

- 25 copies of the Public Administrative Draft EIR
- 100 copies (PDF version) on CD
- 15 Copies of Executive Summary of EIR
- Notice of Completion/Notice of Availability (NOC/NOA)
- Mailing via certified mail of up to 100 CDs and notices.

Task 6: Prepare Response to Comments & Final EIR

Upon receipt of comments from the 45-day public review period, Meridian Consultants will catalog the comments received. Meridian Consultants will provide to the County preliminary bracketed comment letters for review and concurrence.

It is anticipated that there will be comments on its technical and regulatory aspects, and that the County will take the lead in responding to the regulatory comments, while Meridian Consultants will be the lead for responding to technical comments. Any revisions necessary in response to public comments will be the purview of the County staff.

Meridian Consultants will work with County staff to draft responses and determine the ultimate level of effort; for budgeting purposes this proposes 100 hours of senior level time. As necessary, agencies and individuals submitting comments may be contacted for clarification.

The Draft EIR will be revised to incorporate new or substantial information received and any necessary corrections. The Final EIR will incorporate the Draft EIR by reference and provide information required by the State CEQA Guidelines for a Final EIR. The Final EIR will provide necessary information to the Draft EIR where warranted, as well as the comments received and their responses. Meridian Consultants will incorporate comments received from the County on the administrative Final EIR and prepare a Final EIR.

Deliverables

- 5 copies of the Revised Administrative Draft EIR
- one copy (PDF version) on CD

Task 7: Prepare Findings

Meridian Consultants will prepare findings as described in the State *CEQA Guidelines* Section 15091, and, if applicable, a statement as described in Section 15093.

CEQA requires public agencies that approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project to make one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

Deliverables

- 5 copies of the CEQA findings
- one copy (PDF version) on CD

Task 8: Project Management, Project Meetings and Agency Coordination

The EIR will be considered by the County Board of Supervisors as part of the Adventure Trails Program application approval.

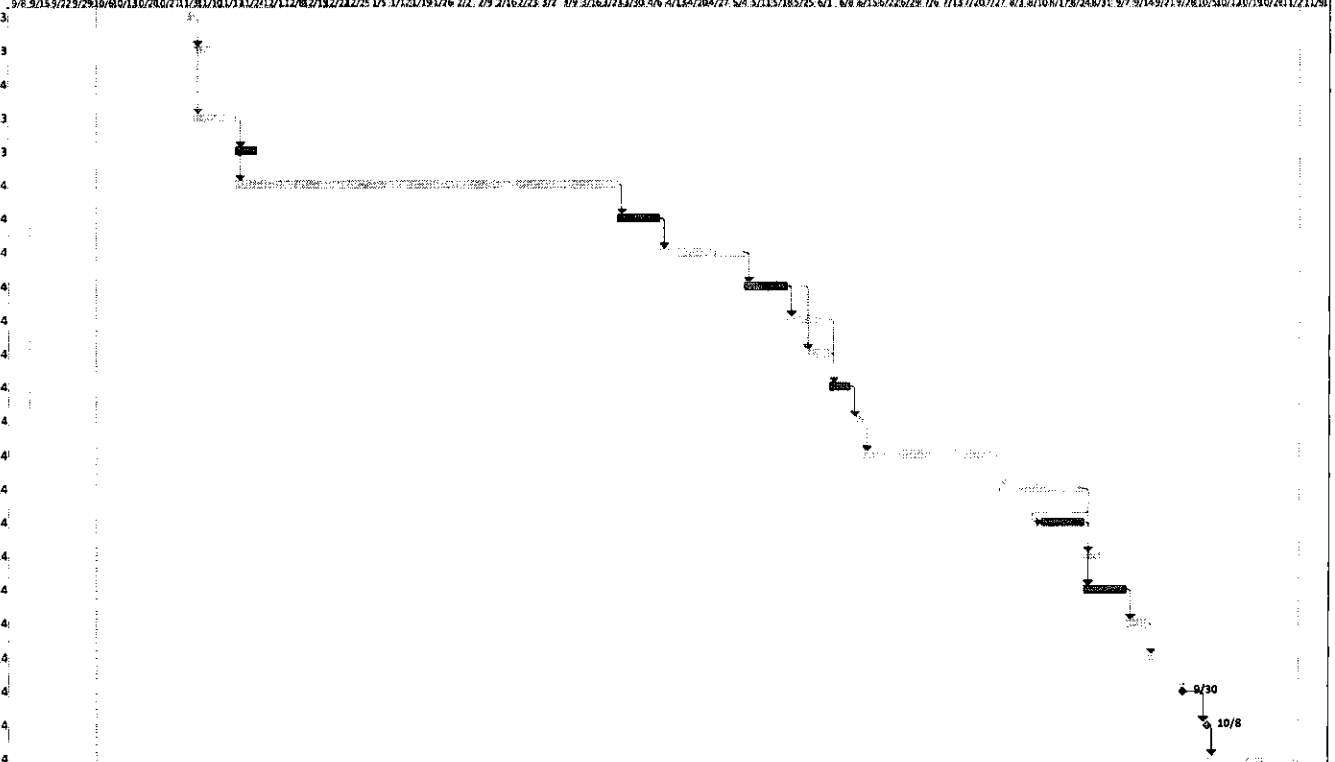
Certification of the EIR is separate from approval of a specific project alternative or a component of an alternative. Certification EIR refers to the process of: (1) addressing comments, (2) confirming that the Board considered the information in the EIR, and (3) affirming that the EIR reflects independent judgment and analysis by the County – State *CEQA Guidelines* Sections 10590 and 15090 (Title 14 of CCR).

Meridian Consultants will provide project management and coordination during the EIR preparation process. This will include meetings with the County as needed, coordination of mailings and notices, and other support efforts, as well as time for general project management.

It is anticipated that periodic project meetings will be held for the project; time has been included for participation in up to six (6) project meetings with County staff. Additionally, Meridian Consultants will attend up to two public hearings on the certification of the Final EIR.

Schedule to Prepare EIR for the
Designation of Combined-Use Roads to Establish the Inyo County Adventure Trails Program

ID	Task Name	Duration	Start	Finish
1	**Task 1 - Project Kickoff Meeting & Field Visit**	2 days	Wed 11/6/13	Thu 11/7/13
2	**Task 2 - Scoping**	5 days	Fri 11/8/13	Thu 11/14/13
3	**Task 3 – Prepare Administrative Draft EIR**	110 days	Fri 11/8/13	Thu 4/10/14
4	Prepare Project Description	10 days	Fri 11/8/13	Thu 11/21/13
5	County Review	5 days	Fri 11/22/13	Thu 11/28/13
6	Prepare Technical Analyses	90 days	Fri 11/22/13	Thu 3/27/14
7	County Review Admin Draft EIR	10 days	Fri 3/28/14	Thu 4/10/14
8	**Task 4 - Prepare Revised Admin Draft EIR**	20 days	Fri 4/11/14	Thu 5/8/14
9	County Review Revised Draft EIR	10 days	Fri 5/9/14	Thu 5/22/14
10	**Task - 5 Prepare Public Review Draft EIR**	10 days	Fri 5/23/14	Thu 6/5/14
11	Prepare NOA	5 days	Fri 5/30/14	Thu 6/5/14
12	County Review and Approval	5 days	Fri 6/6/14	Thu 6/12/14
13	Mailing Preparation	2 days	Fri 6/13/14	Mon 6/16/14
14	**45-day Public Review**	45 edays	Mon 6/16/14	Thu 7/31/14
15	**Task 6 - Prepare Response to Comments & Final EIR**	20 days	Fri 8/1/14	Thu 8/28/14
16	County Review	10 days	Fri 8/15/14	Thu 8/28/14
17	**Task 7 - Prepare Findings**	5 days	Fri 8/29/14	Thu 9/4/14
18	County Review Response to Comments & Final EIR	10 days	Fri 8/29/14	Thu 9/11/14
19	Revise per County Comments	5 days	Fri 9/12/14	Thu 9/18/14
20	**10 day Agency Review of Final EIR**	10 edays	Thu 9/18/14	Sun 9/28/14
21	Planning Commission Hearing	1 day	Tue 9/30/14	Tue 9/30/14
22	**Board of Supervisors Hearing to Certify EIR**	1 day	Wed 10/8/14	Wed 10/8/14
23	30 Day Notice of Determination Appeal period	30 edays	Wed 10/8/14	Fri 11/7/14
24				
25				
26				
27				
28				
29				
30				
31				



ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Meridian Consultants

FOR THE PROVISION OF Environmental Review and Processing Services SERVICES

TERM:

FROM: November 5th, 2013 TO: December 31st, 2014

SCHEDULE OF FEES:

Inyo County will pay Meridian Consultants, through a grant from the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division, to complete the tasks as identified in the Statement of Work and not to exceed $299,960. The County will pay Meridian Consultants as the tasks specified in the Scope of Work (SOW) are completed to the satisfaction of Inyo County.

Invoices to be submitted monthly, based on percent complete per task. The percentage of total payment shall not exceed the percentage of completed project at any time during the project duration. Final payment will be made when all work agreed to by Meridian Consultants, as identified in the SOW, is completed to the satisfaction of Inyo County. Costs incurred for materials necessary to complete the tasks as stated in the Scope of Work will be paid out of the $299,960 total cost of the contracted work.

Consultant shall not work on any optional task or contingency without prior authorization from Inyo County.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Meridian Consultants
FOR THE PROVISION OF Environmental Review and Processing Services **SERVICES**

TERM:

FROM: November 5th, 2013 **TO:** December 31st, 2014

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Meridian Consultants will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the $299,960 total cost of the contracted work and only tasks included in the Scope of Work will be reimbursed.

Contractor shall receive per diem at the following rates: If staying in Inyo County, the standard rate is $46.00 per day for per diem (meals and incidentals). Hotel costs are reimbursed at actual cost, not to exceed $150.00 per night. Travel will be reimbursed at the standard IRS rate. All reimbursable expense require dated receipt.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Meridian Consultants
FOR THE PROVISION OF Environmental Review and Processing Services **SERVICES**

TERM:

FROM: November 5th, 2013 **TO:** December 31st, 2014

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

If the Consultant maintains higher limits than the minimums shown above, the County 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

1. **The County, 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 38 04 13).

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County 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 County 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 County. The County 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 County.

Claims Made Policies

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

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

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

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Meridian Consultants
FOR THE PROVISION OF Environmental Review and Processing Services **SERVICES**

TERM:

FROM: November 5th, 2013 **TO:** December 31st, 2014

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 Consultant, 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 Consultant. 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 Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, 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 consultant. 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 consultant 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.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Meridian Consultants
FOR THE PROVISION OF Environmental Review and Processing Services **SERVICES**

TERM:

FROM: November 5th, 2013 **TO:** December 31st, 2014

FEDERAL FUNDS ADDENDUM

6. **Contractor's Endorsement on PS&E/Other Data.** The consultant'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.** Consultants 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 consultant shall comply with OSHA regulations applicable to the contractor regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant 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 Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant 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.

EXHIBIT A

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G12-03-74-G01 PROJECT TYPE: Ground Operations

GRANTEE: Inyo County Public Works Department

PROJECT TITLE: Ground Operations

PROJECT PERFORMANCE PERIOD: FROM **10/01/2013** THROUGH **09/30/2014**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **$825,258.00** (Eight Hundred Twenty Five Thousand Two Hundred Fifty Eight and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE
ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME:	AUTHORIZED NAME: Sixto J. Fernandez
TITLE:	TITLE: Grants Manager
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:		VENDOR NUMBER:		FUND:
C32-20-025		4000045857-00		Off-Highway Vehicle Trust Fund
INDEX:	OBJECT CODE:	PCA:	CONTRACT AMOUNT:	APPROPRIATION:
1550	702	62669	825,258.00	Local Assistance
ITEM:		CHAPTER:	STATUTE:	FISCAL YEAR:
3790-101-0263		20/13	2013	2013/2014

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER: DATE:

EXHIBIT A

ATTACHMENT 1

Project Cost Estimate for
Agency: Inyo County Public Works Department
Application: Ground Operations

APPLICANT NAME :	Inyo County Public Works Department		
PROJECT TITLE :	Ground Operations	**PROJECT NUMBER (Division use only) :**	G12-03-74-G01
PROJECT TYPE :	☐ Acquisition ☐ Development ☐ Education & Safety ☑ Ground Operations ☐ Law Enforcement ☐ Planning ☐ Restoration		
PROJECT DESCRIPTION :	This is a two-phased ground operation project that is meant to evaluate and, if approved, implement, a combined-use network of County maintained roads pursuant to Assembly Bill 628. **Phase 1** Is the completion of a CEQA document evaluating the potential impacts created by the designation of combined-use routes. **Phase 2** This phase of the project is completely dependent on the completion of Phase 1, the future approval of combined-use routes by the Board of Supervisors, and upon approval of the OHMVR Division. The activities of this phase is, but is not limited to, the purchase of equipment, materials and supplies necessary to complete maintenance on the approved county roads that will allow combined used. Grantee can not start Phase 2 until they receive written approval from the OHMVR Division to proceed with Phase 2. Grantee is required to provide a minimum of 26 percent of the total project cost in matching funds.		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	**Staff**						
	Planning Coordinator Notes : Rate $ 30 Initial Study 8 hours Environmental Studies 48 hours Project Description 40 hours	468.000	30.000	HRS	10,389.60	3,650.40	14,040.00

EXHIBIT A

ATTACHMENT 1

Project Cost Estimate for
Agency: Inyo County Public Works Department
Application: Ground Operations

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Environmental Setting 16 hours Impacts 24 hours Mitigation 48 hours Alternatives 48 hours Insignificant Effects 12 hours Cumulative 80 hours Economic/Social 24 hours FEIR 40 hours Hrgs./Mtgs/Staff Reports 80 hours Total (Hours) 468 hours Total (Cost) $ 14,040						
Associate Planner Notes : Rate $45 Initial Study 4 hours Environmental Studies 24 hours Project Description 20 hours Environmental Setting 8 hours Impacts 12 hours Mitigation 24 hours Alternatives 24 hours Insignificant Effects 6 hours Cumulative 40 hours Economic/Social	252.000	45.000	HRS	8,391.60	2,948.40	11,340.00

EXHIBIT A

ATTACHMENT 1

Project Cost Estimate for
Agency: Inyo County Public Works Department
Application: Ground Operations

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
10 hours FEIR 20 hours Hrgs./Mtgs/Staff Reports 60 hours Total (Hours) 252 hours Total (Cost) $11,340						
Senior Planner Notes : Rate $49 Initial Study 4 hours Environmental Studies 24 hours Project Description 20 hours Environmental Setting 8 hours Impacts 12 hours Mitigation 24 hours Alternatives 24 hours Insignificant Effects 6 hours Cumulative 40 hours Economic/Social 10 hours FEIR 20 hours Hrgs./Mtgs/Staff Reports 60 hours Total (Hours) 252 hours Total (Cost) $12,348	252.000	49.000	HRS	9,137.52	3,210.48	12,348.00
Planning Director Notes : Rate $66 Initial Study	164.000	66.000	HRS	8,009.76	2,814.24	10,824.00

EXHIBIT A

ATTACHMENT 1

Project Cost Estimate for
Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	4 hours Environmental Studies 12 hours Project Description 12 hours Environmental Setting 4 hours Impacts 4 hours Mitigation 6 hours Alternatives 12 hours Insignificant Effects 2 hours Cumulative 20 hours Economic/Social 8 hours FEIR 20 hours Hrgs./Mtgs/Staff Reports 60 hours Total (Hours) 164 hours Total (Cost) $10,824 This is a direct cost. The Planning Director is responsible for the development and review of the environmental document proposed as a part of this project. Given the complexity of the environmental document, the Planning Director's direct participation in the completion of the environmental document is essential. Phas 1 of this project is for CEQA						

EXHIBIT A

ATTACHMENT 1

Project Cost Estimate for
Agency: Inyo County Public Works Department
Application: Ground Operations

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
review.						
County Counsel Notes : Rate $98 Initial Study 2 hours Environmental Studies 8 hours Project Description 8 hours Environmental Setting 2 hours Impacts 8 hours Mitigation 12 hours Alternatives 10 hours Insignificant Effects 1 hours Cumulative 10 hours Economic/Social 6 hours FEIR 12 hours Hrgs./Mtgs/Staff Reports 40 hours Total 119 hours Total (Cost) $11,662 This is a direct cost. County Counsel is involved in the development and review of the environmental document proposed as a part of this project. Given the complexity of the environmental document, County Counsel's direct participation in the	119.000	98.000	HRS	8,629.88	3,032.12	11,662.00

EXHIBIT A

ATTACHMENT 1

Project Cost Estimate for
Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	completion of the environmental document is essential.						
Total for Staff					44,558.36	15,655.64	60,214.00
2	**Contracts**						
	CEQA Review of Proposed Adventure Notes : Percentage Cost Environmental Checklist 10% $30,000 Required Environmental Studies 20% $60,000 Project Description 5% $15,000 Environmental Setting 5% $15,000 Significant Environmental Impacts 10% $30,000 Mitigation Measures Analysis 10% $30,000 Alternatives Analysis 10% $30,000 Effects not found to be significant 5% $15,000 Cumulative Impacts Analysis 10% $30,000 Economic and Social Effects 5% $15,000 Final EIR 10% $30,000 Total 100% $300,000	1.000	300000.000	MISC	222,000.00	78,000.00	300,000.00
3	**Materials / Supplies**						
4	**Equipment Use Expenses**						
5	**Equipment Purchases**						
	Motor grader Notes : Motor grader	1.000	350000.000	MISC	259,000.00	91,000.00	350,000.00
	Front loader Notes : Front loader	1.000	275000.000	MISC	203,500.00	71,500.00	275,000.00

EXHIBIT A

ATTACHMENT 1

Project Cost Estimate for
Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Water truck	1.000	130000.000	MISC	96,200.00	33,800.00	130,000.00
Total for Equipment Purchases					558,700.00	196,300.00	755,000.00
6	**Others**						
Total Program Expenses					825,258.36	289,955.64	1,115,214.00
TOTAL DIRECT EXPENSES					825,258.36	289,955.64	1,115,214.00
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
Total Indirect Costs					0.00	0.00	0.00
TOTAL INDIRECT EXPENSES					0.00	0.00	0.00
TOTAL EXPENDITURES					**825,258.36**	**289,955.64**	**1,115,214.00**

TOTAL PROJECT AWARD	**825,258.00**	

EXHIBIT B

Project Agreement General Provisions (Local Agencies Only)

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.

2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.

3. The term "Project" as used herein means the Project which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.

4. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this agreement by reference.

5. The term "Project Agreement" as used herein means the Application and the Project Agreement General Provisions.

6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project agreement and the terms and conditions set forth in this agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.

3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and

estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee, shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State approved development plans, specifications and estimates or Force Account Schedule. The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

4. If the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this agreement.

5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.

C. Project Costs

The Grant moneys to be provided to the Grantee under this agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this agreement whichever is less:

EXHIBIT B

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State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this agreement, or any remaining portion of such Grant amount to the extent of such statement. Grantee, upon a showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred twenty (120) days after completion of Project.

2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.

3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.

4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such

account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

5. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

E. Project Termination

1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to

prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

F. Hold Harmless

1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.

2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.

4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.

2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

H. Use of Facilities

EXHIBIT B

1. The property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.

2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.

3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

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1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

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EXHIBIT B

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the Project funded by this agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.

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3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.

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EXHIBIT B

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3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

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1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

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EXHIBIT B

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the Project funded by this agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: NOVEMBER 5, 2013

SUBJECT: CREEL CENSUS AMENDMENT TO THE 2012-2013 LORP ANNUAL WORK PLAN

DEPARTMENTAL RECOMMENDATION:

Request approval of an amendment to the LORP 2012-2013 LORP Work Plan to fund a creel census.

SUMMARY DISCUSSION:

The Inyo County/Los Angeles Technical Group adopted the 2012-2013 Fiscal Year Lower Owens River Project Work plan on March 29, 2012. At that time, an activity that was scheduled to be conducted during the fiscal year, the LORP Creel Census, was omitted from the work plan budget. This amendment to the 2012-2013 LORP Work Plan addresses that omission.

A LORP Creel Census, described in the "LORP Monitoring, Adaptive Management and Reporting Plan (MAMP)", is used as a tool to track the development and health of the fishery in the LORP. The MAMP prescribes the conduct of a Creel Census in LORP monitoring years 2, 5, 7, 10, 15. The census is made by a group of volunteer fishermen who spend two, 3.5 hour sessions, fishing at assigned areas within the LORP. They record a range of observations about their catch. Within a month, a summary report is to be produced by the party conducting the survey which, in 2012 was LADWP. The MOU consultants review the creel census report and use the results to make adaptive management recommendations that are included in the LORP Annual Report.

In the previous creel census conducted in 2010, volunteers were provided a $50.00 honorarium each to offset some of the costs associated with their efforts. That honorarium was paid by the MOU consultants per the 2010-2011 Work Plan. The creel census was omitted from the 2012-2013 Fiscal Year Lower Owens River Project Work Plan, but performed by LADWP.

The Board is not obligated to approve this amendment and authorize payment for this work. The creel census was performed without the County's knowledge by LADWP watershed staff, outside of the approved LORP work plan, and out of compliance with the "Agreement between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River project" (Section II.F.7.):

"Once an annual work plan and budget have been approved, the County and LADWP shall each have the right to monitor and review the work and activities performed by the other Party to ensure compliance with the work plan and budget. Also, neither Party shall approve a change order or a modification of any contract that provides for work and services that are identified in the work plan as being jointly funded by the Parties unless the change order or modification has been approved by the Parties."

Further, the procedures and reporting plan for the creel census, found in the LORP Monitoring, Adaptive Management and Reporting Plan, were not followed: The study requires input from the LORP Scientific Team, and a report on the results of the census is to be generated within a month of the survey. Neither of these requirements were met.

In this "Creel Census Amendment to the LORP 2012-2013 Work Plan to fund a creel census," written cooperatively by the County and LADWP, it is made clear that by approving this amendment a precedent will not be set which obligates either party to retroactively fund LORP-related activities undertaken by either party outside of the approved LORP work plan. Neither party may conduct work outside of an approved work plan and expect their expenses to be treated as a

shared expense. This amendment is an exception, which provides funding solely for reimbursing citizen volunteers who participated in the creel census.

Based on the actual amount paid to the fishermen, this amendment will provide up to $1,200.00 for fiscal year 2012-2013 Fiscal Year Monitoring and Adaptive Management Budget, so that Inyo County and LADWP can pay the volunteer fishermen an honorarium of $50.00 each or $100.00 for those who fished more than one section of river. The fishermen will be paid by LADWP resulting in up to an additional $600.00 reduction in Inyo County's LORP credit.

ALTERNATIVES: Not approved the proposed amendment.

OTHER AGENCY INVOLVEMENT: LADWP

FINANCING: As of July 23, 2012, $1,339,087 is available in the LORP Post-Implementation Credit and $3,607,362 is in the LORP Trust Account (as of July 1, 2013), The Post-Implementation Credit is held by LADWP, and the County of Inyo Treasury holds the Trust Account. The sum of accounts, $4,946,449, with interest and indexing, is available to fund the County's LORP costs, escrow account costs, funding for the MOU Consultants, and adaptive management measures, through the term of the Funding Agreement ending July 21, 2021. The cost will be paid by LADWP resulting in an additional $600.00 reduction in the credit to Inyo County.

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.)* Margaret Kemp-Williams Approved: ✓ Date 10/11/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: eyes Date 10/15/2013
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 10/16/13
(The Original plus 20 copies of this document are required)

Creel Census Amendment to the Lower Owens River Project 2012-2013 FY Work Plan and Budget

Prepared by Inyo County Water Department
And
Los Angeles Department of Water and Power

October 7, 2013

The Inyo County/Los Angeles Technical Group adopted the 2012-2013 Fiscal Year Lower Owens River Project Work plan on March 29, 2012. At that time an activity that was scheduled to be conducted during the fiscal year, the LORP Creel Census, was omitted from the work plan budget. This amendment to the 2012-2013 LORP Work Plan addresses that omission.

The LORP Creel Census is conducted by a group of volunteers who spend two, 3.5 hour sessions, fishing at assigned areas within the LORP between May 1 and May 15, 2013. In the previous creel census conducted in 2010, volunteers were provided a $50.00 honorarium each to offset some of the costs associated with their efforts. That honorarium was paid by the MOU consultants per the 2010-2011 work plan. The creel census was omitted from the 2012-2013 Fiscal Year Lower Owens River Project Work plan, but performed by LADWP.

This amendment does not set any precedent obligating either party to retroactively fund LORP-related activities undertaken by either party outside of LORP work plans.

The parties are to be reminded that according to the *Agreement Between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River project* (Section II.F.7), work outside of the work plan requires approval of both parties and their Boards:

> *Once an annual work plan and budget have been approved, the County and LADWP shall each have the right to monitor and review the work and activities performed by the other Party to ensure compliance with the work plan and budget. Also, neither Party shall approve a change order or a modification of any contract that provides for work and services that are identified in the work plan as being jointly funded by the Parties unless the change order or modification has been approved by the Parties.*

This amendment will provide $1,200.00 for fiscal year 2012-2013 Fiscal Year Monitoring and Adaptive Management Budget so that Inyo County and LADWP can pay the volunteer fishermen an honorarium of $50.00 each or $100.00 for those who fished more than one section of river. This cost will be paid by LADWP resulting in the following amended summary budget which reflects a $600 reduction in the credit to Inyo County:

Table 1. Amended 2012-2013 Fiscal Year Monitoring and Adaptive Management Budget

Inyo County	**Staff Work Days**	**Value of Additional Staff Time, Materials, and Equipment**	**Payments/Credits***
Hydrologic Monitoring	–	$ -	
Biologic and Water Quality	121	$ -	
Operations and Maintenance	–	$ -	
Mosquito Abatement		$ 30,000	
MOU Consultant	–	$ 205,232	
Adaptive Management	–	$ -	
Creel Census		$	
Noxious Species Control		$ 50,000	
Inyo County Totals	121	$ 285,232	$ 14,084 credit
LADWP	**Staff Work Days**	**Value of Additional Staff Time, Materials, and Equipment**	**Payments/Credits**
Hydrologic Monitoring	–	$ 117,000	
Biologic and Water Quality	121	$ -	
Operations and Maintenance	–	$ 98,765	

Mosquito Abatement	--	$ 30,000	
Rodent Control		$ 10,100	
MOU Consultant	--	$ -	
Creel Census		$ 1200	
Adaptive Management	--	$ -	
Noxious Species Control		$ -	
LADWP Totals	121	$ 257,065	$
Combined Total	242	$ 542,297	

*(Inyo costs – LADWP costs)/2 = Amount LADWP credits Inyo ($285,232-$257,065)/2 = $14,084 credit

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: NOVEMBER 5, 2013

SUBJECT: APPROVAL OF 2012-13 LORP ANNUAL ACCOUNTING REPORT

DEPARTMENTAL RECOMMENDATION:

Request approval of the 2012-13 LORP Annual Accounting Report without any further amendment (Accounting Report A); or approve the 2012-13 Annual Accounting Report with revised language and accounting to reflect your Board's approval of an amendment to the 2012-13 LORP Work Plan to fund a Creel Census performed by LADWP (Accounting Report B).

SUMMARY DISCUSSION:

The Agreement Between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project (Post-Imp Agreement) requires an annual accounting report that describes the work performed pursuant to the previous year's approved LORP workplan. The costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee for their approval by October 31.

The 2012-2013 Fiscal Year Lower Owens River Project Work Plan (Work Plan) contained a total of 41 tasks that were identified for completion. These included seven tasks to be completed by Ecosystem Sciences, (the MOU Consultant, 11 tasks related to Hydrologic Monitoring, seven tasks related to Biological and Water Quality Monitoring, 11 tasks related to Operations and Maintenance, and 5 tasks related to Range Monitoring. All tasks identified in the 2012-13 Fiscal Year Lower Owens River Project Work Plan and Budget were satisfactorily completed. Both Inyo County and LADWP fully performed their share of the work allocated. Further, according to the Post-Imp Agreement, there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that a Party expended more time in performing the work than was estimated.

The primary purpose of the LORP Annual Accounting Report is to provide a basis for which to estimate time and expenses for the next fiscal year work plan and accounting.

ALTERNATIVES: Approve the 2012-13 LORP Annual Accounting Report without any further amendment; or approve the 2012-13 Annual Accounting Report to reflect approval of an amendment to conduct a creel census.

OTHER AGENCY INVOLVEMENT: LADWP

FINANCING: No direct affect, but this report influences preparation of the next LORP Annual Workplan.

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____

AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____Date_____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____Date: 10/8/13
(The Original plus 20 copies of this document are required)

Lower Owens River Project
2012-2013 Work Plan

Annual Accounting Report
Including Noxious Weed Amendment

Prepared by Inyo County Water Department
and
Los Angeles Department of Water and Power
October 7, 2013

Executive Summary

The Agreement Between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project (Post-Imp Agreement) requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work be submitted to the governing board of each Party or the Party's designee by October 31. The amended, *2012-13 Fiscal Year Lower Owens River Project Work Plan* (Work Plan) contained a total of 41 tasks that were identified for completion. These included seven tasks to be completed by Ecosystem Sciences, (the MOU Consultant, 11 tasks related to Hydrologic Monitoring, seven tasks related to Biological and Water Quality Monitoring, 11 tasks related to Operations and Maintenance, and 5 tasks related to Range Monitoring. All tasks identified in the 2012-13 Fiscal Year Lower Owens River Project Work Plan and Budget were satisfactorily completed.

Background

The Post-Imp Agreement, which was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010, by Resolution 010-323, and approved by the Inyo County Board of Supervisors, on June 8, 2010, requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved Work Plan and budget (Section II.J.3.a).

Under the Post-Imp Agreement, the County of Inyo (County) and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in Section II.J.3.b. If a Party fully performs the share of the work allocated to it in the annual Work Plan budget that party is in compliance with this agreement. Further, there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that the Party expended more time in performing the work than was estimated.

The fourth Lower Owens River Project Work Plan was adopted by the Inyo/LA Technical Group on March 29, 2012, and amended to include noxious species control on June 21, 2012.

The total financial budget for the amended LORP work in FY 2012-13 was $541,097. Inyo County's budgeted contribution was $285,232; LADWP's was $255,865. The difference in expenditures between Inyo County and LADWP, divided by the two parties is $14,683. This amount will be added to the LORP credit.

For reference purposes, actual expenditures were $743,492, with Inyo County expending $259,732, and LADWP $483,760 (Table 1).

Table 1. Amended LORP 2012-13 FY Work Plan, Actual vs. Budget

Inyo County	Budgeted Staff Work Days	Actual Staff Work Days	Budgeted Value of Additional Staff Time, Materials, and Equipment	Actual Value of Additional Staff Time, Materials, and Equipment
Hydrologic Monitoring	0	0	$ -	$ -
Bio and Water Quality	121	121	$ -	$ -
Operations and Maintenance	0	0	$ -	$ -
Noxious Weed Control			$ 50,000	$ 50,000
Mosquito Abatement			$ 30,000	$ 30,000
MOU Consultant			$ 205,232	$ 179,732
Adaptive Management	0	0	$ -	$ -
Inyo County Totals	**121**	**121**	$ 285,232	$ 259,732

LADWP	Budgeted Staff Work Days	Actual Staff Work Days	Budgeted Value of Additional Staff Time, Materials, and Equipment	Actual Value of Additional Staff Time, Materials, and Equipment
Hydrologic Monitoring			$ 117,000	$ 149,527
Biologic and Water Quality	121	121	$ -	$ -
Operations and Maintenance			$ 98,765	$ 294,133
Rodent Control (beavers)			$ 10,100	$ 10,100
Mosquito Abatement			$ 30,000	$ 30,000
LADWP Totals	**121**	**120**	**$ 255,865**	**$ 483,760**
Combined Total	**242**	**241**	**$ 541,097**	**$ 743,492**
Difference in expenditures between Inyo County and LADWP			**$ 14,683 credit**	

Inyo County Credit Adjustment: *½ of the difference LADWP and Inyo County totals

Budget Summary by Individual Work Group

Ecosystem Sciences, Inyo County

Involvement of the MOU Consultants occurs through each stage of the project. A total of seven tasks were budgeted for Ecosystem Sciences during the 2012-13 fiscal year (Table 2). The charges for these services totaled $179,732, which is 12.4% less than the $205,232 budgeted.

Hydrologic Monitoring, LADWP

A total of 11 hydrologic monitoring tasks were budgeted for completion during the 2012-13 fiscal year (Table 3). The total cost estimate was $117,000. The total amount spent was $149,527, which was $32,527 (28%) more than anticipated. The increase in spending for this year was a result of increased vegetative growth around the measuring stations that had to be clean repeatedly in order to get accurate flow data.

Biologic and Water Quality, Inyo County and LADWP

A total of seven biological and water quality monitoring tasks were budgeted for completion during the 2012-13 fiscal year (Table 4). All tasks identified in the Work Plan were completed within the estimated amount of days. The monitoring for the flooded extent at the Blackrock Waterfowl Area is now a shared activity with Inyo County.

Operations and Maintenance, LADWP

A total of 11 maintenance tasks were budgeted for completion during the 2012-13 fiscal year (Table 5). All tasks identified in the Work Plan were completed. The total non-CPI adjusted estimated budget was $231,734. The 2011-12 CPI adjustment to the Pre-LORP Baseline O and M Costs reduces this figure by $132,969, resulting in a total CPI adjusted budget of $98,765.

The actual cost of maintenance work conducted in the LORP was $294,133 which was $62,399 more than anticipated. The CPI adjusted actual cost of maintenance work conducted in the LORP was $161,164. An additional $47,467 was spent on road maintenance in the LORP that was necessary because of the increased usage of those roads as a result of implementation of the project. This figure is not included in this accounting.

Range Monitoring, LADWP

A total of four range monitoring tasks were budgeted for completion during the 2012-13 fiscal year (Table 6). All tasks identified in the Work Plan were completed. Field Evaluations and Annual Field Inspections were conducted while work for other tasks was being completed. The total estimated number of people days was 108 and the work was completed within the time estimated.

Table 2. Ecosystem Sciences, Budget vs. Actual

	Budget	Actual
Task 1: Monitoring of Seasonal Habitat Flow	$ 26,456	$ 26,298
Task 2: Flood Extent Evaluation	$ 14,664	$ 7,476
Task 3: Rapid Assessment	$ 6,312	$ 6,040
Task 4: Delta/BWMA Assessment	$ 11,160	$ 11,093
Task 5: Annual Report	$ 64,248	$ 64,248
Task 6: Adaptive Management Recommendations	$ 21,776	$ 21,711
Task 7: Project Management and Meetings	$ 45,616	$ 38,651
Total Labor	$ 190,232	$ 175,517
Expenses	$ 15,000	$ 4,215
Annual Total	**$ 205,232**	**$ 179,732**

Table 3. Hydrologic Monitoring, Budget vs. Actual

	2012-2013 Predicted Person days	Predicted Labor Cost from July 1, 2012 through June 30, 2013	Predicted Equipment Cost July 1, 2011 through June 30, 2012	Total Predicted Cost July 1, 2012 through June 30, 2013	Total Actual Costs
HYDRO OPERATIONS					
River Stations	70	$ 25,200	$ 2,800	$ 28,000	$ 32,565
Off River Lakes & Ponds	5	$ 1,800	$ 200	$ 2,000	$ 5,909
Flow to Delta	1	$ 360	$ 40	$ 400	
Blackrock Waterfowl	34	$ 12,240	$ 1,360	$ 13,600	$ 12,674
Reporting Compliance	48	$ 17,280	$ 1,920	$ 19,200	$ 22,521
HYDRO MAINTENANCE					
River Stations	5	$ 1,800	$ 200	$ 2,000	$ 14,599
Off River Lakes & Ponds	1	$ 360	$ 40	$ 400	$ 24,313
Flow to Delta	3	$ 1,080	$ 120	$ 1,200	
Blackrock Waterfowl	4	$ 1,440	$ 160	$ 1,600	$ 2,358
ENGINEERING HYDRO SUPPORT					
Reporting Compliance	108	$ 48,600	$ -	$ 48,600	$34,588
LORP Vegetation Mapping	0	$ -	$ -	$ -	$ -
			Total Hydro Budget	**$117,000**	**$149,527**

Table 4. Biologic and Water Quality Monitoring, Budget vs. Actual

		Budget			Actual	
Biologic and Water Quality	**Organization/Class**	**Days**	**Inyo Days**	**LA Days**	**Inyo Days**	**LA Days**
River						
Rapid Assessment Survey	LA/WRS	10		10		10
	IC/RESASST	52	52		42	
Seasonal Flow Water Quality	IC	3	3		7	
Flooded Extent	LA/WRS	15		15		7
Seasonal Habitat Flow	LA/WRS	25		25		10
Analysis and Reporting	LA/WRS-B	21		21		20
	IC/LORP	31	31		20	
Total Person Days on Task		**157**	**86**	**71**	**69**	47
Blackrock						
Waterfowl Area Acreage	LA/WRS-B	16		16		16
	IC/RESASST	16	16		4	
Rapid Assessment Survey	LA/WRS	4		4		4
Indicator Species Surveys	LA/WRS	4		4		4
	IC/RESASST	4	4		1	
Data Analysis and Reporting	LA/WRS-B	6		6		6
Total Person Days on Task		**50**	**20**	**30**	**5**	30
Delta						
Rapid Assessment Survey	LA/WRS	1		1		1
Analysis and Reporting	LA/WRS	2		2		2
Total Person Days on Task		**3**	**0**	**3**	**0**	**3**
Off-River Lakes and Ponds						
Rapid Assessment Survey	LA/WRS	1		1		1
Analysis and Reporting	LA/WRS	1		1		1
Total Person Days on Task		**2**	**0**	**2**	**0**	**2**
Annual Report Preparation						
Report preparation	LA/WRS-B	15		15		15
	IC/LORP	15	15		5	
Total Person Days on Task		**30**	**15**	**15**	**5**	**15**
	B&WQ Totals	**242**	**121**	**121**	**79**	**97**
	Predicted	**242**			**Actual**	

Table 5. LORP Operations and Maintenance, Budget vs. Actual

	Projected Labor	Projected Equipment	Totals Projected	Actual
River				
River O&M	$20,300.80	$11,075.40	$31,376.20	
Spillgates and Ditches	$14,807.52	$2,145.00	$16,952.52	
Independence Spillgate and Ditch	$5,689.84	$995.00	$6,684.84	
Locust Spillgate and Ditch	$614.64	$5,536.00	$6,150.64	
Alabama Spillgate	$18,060.64	$6,652.00	$24,712.64	
Delta	$153.92		$153.92	
River Sub-Total	**$59,627.36**	**$26,403.40**	**$86,030.76**	**$124,358.00**
Blackrock Waterfowl Management Area				
Blackrock Ditch	$54,299.44	$13,301.40	$67,600.84	
Goose Lake to River Ditch	$13,071.76	$6,230.70	$19,302.46	
Burning	$45,299.44	$13,500.50	$58,799.94	
BWMA Sub-Total	**$112,670.64**	**$33,032.60**	**$145,703.24**	**$169,775.00**
Total O & M	**$172,298.00**	**$59,436.00**	**$231,734.00**	**$294,133.00**

		River	BWMA
CPI adjustment		$56,683.00$*	$62,798.00*
2006-2007	4.5%	$59,233.74	$65,623.91
2007-2008	3.1%	$61,069.98	$67,658.25
2008-2009	-1.3%	$60,276.07	$66,778.69
2009-2010	0.9%	$60,818.56	$67,379.70
2010-2011	0.7%	$61,244.73	$67,851.66
2011-2012	3.0%	$63,082.07	$69,887.21

* Pre-LORP Baseline Costs (PIA Section II.D.2)

Table 6. Range Monitoring, Budget vs. Actual

Task	People Days	Actual Days
Utilization	45	45
Irrigated Pasture Condition	1	1
Range Trend	110	110
Woody Recruitment	32	32
Analysis and Reporting	30	30
Total	**218**	**218**

Lower Owens River Project
2012-2013 Work Plan

Annual Accounting Report

Including Noxious Weed and Creel Census Amendments

Prepared by Inyo County Water Department
and
Los Angeles Department of Water and Power
October 7, 2013

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The fourth Lower Owens River Project Work Plan was adopted by the Inyo/LA Technical Group on March 29, 2012, and amended to include noxious species control on June 21, 2012, and again amended on November 5, 2013 to include a creel census.

The total financial budget for the amended LORP work in FY 2012-13 was $541,097. Inyo County's contribution was $285,232; LADWP's was $257,065. The difference in expenditures between Inyo County and LADWP, divided by the two parties is $14,084. This amount will be added to the LORP credit.

For reference purposes, actual expenditures were $744,692, with Inyo County expending $259,732, and LADWP $484,960 (Table 1).

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Inyo County	Budgeted Staff Work Days	Actual Staff Work Days	Budgeted Value of Additional Staff Time, Materials, and Equipment	Actual Value of Additional Staff Time, Materials, and Equipment
Hydrologic Monitoring	0	0	$ -	$ -
Bio and Water Quality	121	121	$ -	$ -
Operations and Maintenance	0	0	$ -	$ -
Noxious Weed Control			$ 50,000	$ 50,000
Mosquito Abatement			$ 30,000	$ 30,000
MOU Consultant			$ 205,232	$ 179,732
Adaptive Management	0	0	$ -	$ -
Inyo County Totals	**121**	**121**	$ 285,232	$ 259,732

LADWP	Budgeted Staff Work Days	Actual Staff Work Days	Budgeted Value of Additional Staff Time, Materials, and Equipment	Actual Value of Additional Staff Time, Materials, and Equipment
Hydrologic Monitoring			$ 117,000	$ 149,527
Biologic and Water Quality	121	121	$ -	$ -
Operations and Maintenance			$ 98,765	$ 294,133
Rodent Control (beavers)			$ 10,100	$ 10,100
Creel Census			$ 1,200	$ 1,200
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Combined Total	**242**	**241**	**$ 542,297**	**$ 744,692**
Difference in expenditures between Inyo County and LADWP			**$ 14,084 credit**	

Inyo County Credit Adjustment: *½ of the difference LADWP and Inyo County totals

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Hydrologic Monitoring, LADWP

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Total Labor	$ 190,232	$ 175,517
Expenses	$ 15,000	$ 4,215
Annual Total	**$ 205,232**	**$ 179,732**

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Reporting Compliance	48	$ 17,280	$ 1,920	$ 19,200	$ 22,521
HYDRO MAINTENANCE					
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Blackrock Waterfowl	4	$ 1,440	$ 160	$ 1,600	$ 2,358
ENGINEERING HYDRO SUPPORT					
Reporting Compliance	108	$ 48,600	$ -	$ 48,600	$34,588
LORP Vegetation Mapping	0	$ -	$ -	$ -	$ -
			Total Hydro Budget	**$117,000**	**$149,527**

Table 4. Biologic and Water Quality Monitoring, Budget vs. Actual

		Budget			Actual	
Biologic and Water Quality	**Organization/Class**	**Days**	**Inyo Days**	**LA Days**	**Inyo Days**	**LA Days**
River						
Rapid Assessment Survey	LA/WRS	10		10		10
	IC/RESASST	52	52		42	
Seasonal Flow Water Quality	IC	3	3		7	
Flooded Extent	LA/WRS	15		15		7
Seasonal Habitat Flow	LA/WRS	25		25		10
Analysis and Reporting	LA/WRS-B	21		21		20
	IC/LORP	31	31		20	
Total Person Days on Task		**157**	**86**	**71**	**69**	47
Blackrock						
Waterfowl Area Acreage	LA/WRS-B	16		16		16
	IC/RESASST	16	16		4	
Rapid Assessment Survey	LA/WRS	4		4		4
Indicator Species Surveys	LA/WRS	4		4		4
	IC/RESASST	4	4		1	
Data Analysis and Reporting	LA/WRS-B	6		6		6
Total Person Days on Task		**50**	**20**	**30**	**5**	30
Delta						
Rapid Assessment Survey	LA/WRS	1		1		1
Analysis and Reporting	LA/WRS	2		2		2
Total Person Days on Task		**3**	**0**	**3**	**0**	**3**
Off-River Lakes and Ponds						
Rapid Assessment Survey	LA/WRS	1		1		1
Analysis and Reporting	LA/WRS	1		1		1
Total Person Days on Task		**2**	**0**	**2**	**0**	**2**
Annual Report Preparation						
Report preparation	LA/WRS-B	15		15		15
	IC/LORP	15	15		5	
Total Person Days on Task		**30**	**15**	**15**	**5**	**15**
	B&WQ Totals	**242**	**121**	**121**	**79**	**97**
	Predicted	**242**			**Actual**	

Table 5. LORP Operations and Maintenance, Budget vs. Actual

	Projected Labor	Projected Equipment	Totals Projected	Actual
River				
River O&M	$20,300.80	$11,075.40	$31,376.20	
Spillgates and Ditches	$14,807.52	$2,145.00	$16,952.52	
Independence Spillgate and Ditch	$5,689.84	$995.00	$6,684.84	
Locust Spillgate and Ditch	$614.64	$5,536.00	$6,150.64	
Alabama Spillgate	$18,060.64	$6,652.00	$24,712.64	
Delta	$153.92		$153.92	
River Sub-Total	**$59,627.36**	**$26,403.40**	**$86,030.76**	**$124,358.00**
Blackrock Waterfowl Management Area				
Blackrock Ditch	$54,299.44	$13,301.40	$67,600.84	
Goose Lake to River Ditch	$13,071.76	$6,230.70	$19,302.46	
Burning	$45,299.44	$13,500.50	$58,799.94	
BWMA Sub-Total	**$112,670.64**	**$33,032.60**	**$145,703.24**	**$169,775.00**
Total O & M	**$172,298.00**	**$59,436.00**	**$231,734.00**	**$294,133.00**

		River	BWMA
CPI adjustment		$56,683.00$*	$62,798.00*
2006-2007	4.5%	$59,233.74	$65,623.91
2007-2008	3.1%	$61,069.98	$67,658.25
2008-2009	-1.3%	$60,276.07	$66,778.69
2009-2010	0.9%	$60,818.56	$67,379.70
2010-2011	0.7%	$61,244.73	$67,851.66
2011-2012	3.0%	$63,082.07	$69,887.21

* Pre-LORP Baseline Costs (PIA Section II.D.2)

Table 6. Range Monitoring, Budget vs. Actual

Task	People Days	Actual Days
Utilization	45	45
Irrigated Pasture Condition	1	1
Range Trend	110	110
Woody Recruitment	32	32
Analysis and Reporting	30	30
Total	**218**	**218**

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
32

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input, including potentially regarding dates for future public meetings, and review a draft Focus Paper regarding multiple uses and provide input.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating its Forest Plan.[1] Staff will report on recent activities relevant to coordination for the Plan Update.

Per the Board's previous direction, staff has been working to prepare focus papers to direct the County's participation in the Plan Update on the most relevant topics. The five focus papers are Multiple Use, Biology, Socioeconomics, Infrastructure/Public Services, and Access.

- A draft of the Multiple Use Focus Paper will be distributed under separate cover for the Board's review and input. Staff intends to share the Focus Paper with the Planning Commission and Natural Resource Advisory Committee (NRAC) for input before returning to the Board with a final draft.

- Staff is working with the consultant who prepared the draft Biology Focus Paper to incorporate previous preliminary input from staff and the Board, Planning Commission, and NRAC. Staff anticipates sharing the draft Focus Paper with the Planning Commission and NRAC before returning to the Board with a final draft.

- The consultant working on the Socioeconomic Focus Paper has recommended waiting until more data is available to proceed. The consultant has indicated that the paper will lack enough detail to be particularly meaningful without more specific data. Since earlier in the summer, staff has been working with the Forest Service to obtain data the Forest Service collects regarding activities in the Forest. Staff recommends that the Board authorize a delay in this task until more information from the Forest Service becomes available. If the data is not forthcoming, staff anticipates proceeding eventually with whatever limited information is available.

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 the consutlants' assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

---

[1] Refer to http://inyoplanning.org/InyoNationalForest.htm for more information about the County's participation in the Plan Update/Revision.

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

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

Joshua Hunt Date: 10-29-13

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
33

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator- Homeland Security
BY: Kelley Williams

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Establish New Budget for 2013 Homeland Security Grant, Amend FY 2013-2014 Inyo County Budget, Declare RoboteX, Inc. as a Sole Source and Authorize Purchase of Equipment

DEPARTMENTAL RECOMMENDATION:

Request Board:

1. Amend the FY 2013-2014 County Budget as follows:

   Authorize the creation of the 2013 Homeland Security Grant Budget (Budget Unit #623713) by increasing revenue in State Grants (Object Code 4498) by $67,245 and increasing appropriations in Professional Services (Object Code 5265) by $10,000; Equipment (Object Code 5650) by $28,000; Maintenance of Computer Equipment (Object Code 5177) by $19,000; Travel (Object Code 5331) by $6,883; and Internal Charges (Object Code 5121) by $3,362 (4/5's vote required)

2. Declare RoboteX, Inc.as a Sole Source, and authorize chairperson to sign the Sole Source Justification Form.

3. Approve the purchase order and payment to RoboteX, Inc. for an Avatar II Extended Reach Manipulator Arm in the amount of $26,460, which includes tax of $1,960 and shipping.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On August 6, 2013, your Board approved the submission of the 2013 Homeland Security Grant (HSGP) application and you were advised at that time that once the grant had been approved by the State, it would be brought back to your Board to establish a budget. Inyo County received notice from the State on September 20, 2013, that the 2013 HSGP application had been approved and the County will be receiving $67,245 in grant funds.

On April 16, 2013, your Board authorized the purchase of a mechanized entry device. This device is a portable, micro-sized robot designed for use by police and military personnel to remotely collect situational information and communicate with potentially hostile individuals in physically hazardous environments. It helps Deputies avoid major hazards by clearing spaces before they enter, and by communicating with potentially violent suspects. RoboteX also provides a manipulator arm which mounts to our unit, turning it into an "Explosive Ordinance Detail" (EOD) remote device. This articulating arm enables enhanced visibility of dangerous objects with the robot's built in cameras. It allows the user (bomb tech) to safely look at and engage an "Improvised Explosive Devise" (IED) or suspicious package. This arm has a laser sight and a Carbon projectile system which will open suspicious packages or open/disrupt an IED rendering it approachable for further investigation. RoboteX, Inc. is the sole provider of the AVATR CarbonFire10 Manipulator Arm. The purchase of the RoboteX Extended Reach Manipulator Arm was written into the 2013 HSGP and has been approved by the State as an authorized equipment purchase from the 2013 HSGP funds.

ALTERNATIVES:

Not approve the purchase order and payment. This alternative is not recommended.

OTHER AGENCY INVOLVEMENT:

CalEMA

FINANCING:

$26,460 is appropriated in FY 2013-2014 in the proposed new 2013 Homeland Security Grant (Budget Unit #623713), Equipment (Object Code 5650).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: _____ Date 10/30/20
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 10-30-2013
(The Original plus 20 copies of this document are required)

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

☒ There is only one known source because:

- ☐ This is a sole provider of a licensed, copyrighted; or patented good or service.
- ☒ This is a sole provider of items compatible with existing equipment or systems.
- ☐ This is a sole provider of factory-authorized warranty service.
- ☐ This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).

☐ One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.

This accessory is an extended reach manipulator arm to be used with the robot we purchased last year. Total cost including shipping & taxes is $26,460.00. This will be paid from the 2013 Homeland Security Grant.

DEPARTMENT CONTACT PERSON & TITLE Keith Hardcastle, Undersheriff	
DEPARTMENT NAME Sheriff	PHONE 878.0327
REQUESTED SUPPLIER/CONSULTANT NAME RoboteX, Inc. (PEID# V003725)	SUPPLIER CONTACT PERSON Iman Frans
SUPPLIER ADDRESS 1400 Page Mill Road Suite 100 Palo Alto, CA 94304	SUPPLIER CONTACT'S PHONE NUMBER Office: 650-319-7835

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.

_____ _____

Signature of Requestor *Date*

_____ _____

President/CEO Approval *Date*

ROBOTEX
robot technology solutions

1400 Page Mill Road, Suite 100
Palo Alto, CA 94304

t: 650.838.9191
f: 650.323.1044

The information enclosed is privileged and confidential. It is intended for use exclusively by the following party for their internal purposes:

Inyo County Sheriff's Office, California

If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED.

Inyo County Sheriff's Office, California

The RoboteX Avatar® II is a product developed, manufactured and sold exclusively by RoboteX, Inc.

The RoboteX Avatar® II features a number of patent-pending technologies, and is unique in its functionality set at its price-point.

The RoboteX Avatar® II is a portable, micro-sized robot designed for use by police and military personnel to remotely collect situational information and communicate with potentially hostile individuals in physically hazardous environments.

The RoboteX Avatar® II is a unique platform because it was specifically designed to fill a major gap in the current robotics marketplace. On one end of the spectrum are sophisticated, highly featured robots that sell for well over $100,000. These are contrasted with low-feature robots which sell for around $13,000. RoboteX's mission was to develop a robotic platform that met all of the critical needs of SWAT teams while also being within the financial reach of state and local police departments. The RoboteX Avatar® II represents a fulfillment of this mission – it is a durable, easily operable robot, which can help SWAT teams avoid major hazards by clearing spaces before police enter, and by communicating with potentially violent suspects. Equally impressive as the RoboteX Avatar® II functionality is its cost – the robot base price is several thousand dollars less than other robots that have far fewer features.

Some key functionalities/features of the RoboteX Avatar® II include:

1. The RoboteX Avatar® II chassis is constructed from durable composite materials and can withstand severe physical abuse.
2. The robot features a unique quad-flipper design that allows it to easily negotiate a variety of difficult terrains. The RoboteX Avatar® II can climb and descend stairs unassisted and move at up to a 60 degree incline.

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3. The robot can self-right if flipped upside down and is extremely difficult to immobilize.
4. The robot's tracks are also specially designed to eject debris, which prevents it from becoming stuck in sand, mud, gravel or leaves. Additionally, the "closed track/self-cleaning" design makes it difficult to be thwarted by thrown or loose clothing etc.
5. The RoboteX Avatar® II has a standard two-way voice capability, allowing the operator to communicate with a suspect from a safe-distance.
6. In addition to a standard in-board wide angle IR camera, the RoboteX Avatar® II also supports an attachable IR capable PTZ camera, giving the operator a 360 degree view (with 100x digital zoom) of the environment. This functionality is perfect for SWAT teams seeking to use the robot to clear spaces before sending in human personnel. When purchased with the PTZ option it effectively provides the team with a redundant visual system.
7. The RoboteX Avatar® II is highly water resistant and can function in heavy rain with ease.
8. The RoboteX Avatar® II can achieve a top speed of over 3 mph, and can operate for up to 1 hour at continuous maximum power, or up to 4 hours at intermittent usage. The robot has a range of up to approximately 300 yards.
9. The RoboteX Avatar® II is intentionally designed as a modular platform, meaning that it is easy to attach additional payloads to the robot, including (but not limited to) the PTZ camera and a robotic extender arm. RoboteX also develops custom payloads for customer-specific needs including a remote release trailer and a gas/radiological detection mount.

On a technical level, the RoboteX Avatar® II features a host of proprietary technologies that were developed in-house by RoboteX and are either patented or patent-pending, making them *unavailable on any other robotic platform*. These include:

1. **Toe-in Track Design:** A toe-in track design enhances stability and allows for easy turning. With patent pending toe-in main tracks, the RoboteX Avatar® II drives straighter and turns easier at high speeds. With the RoboteX Avatar® II, robot operators no longer have problems such as drifting or over steer. Depending on customer requirements, non-parallel main tracks are adjustable with between 1 and 5 degrees of toe-in.
2. **Debris Removal:** Patent pending debris removal technology allows the RoboteX Avatar® II to operate in all environments, including sand, grass, rocks, gravel and mud. No matter the terrain, the track system will perform by either passing debris through the wheel and track, or ejecting it. Even in the worst of conditions, the RoboteX Avatar® II will maintain mobility.

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3. **Track Retention:** A patent pending track retention systems provide precise track guidance and secure holding. The main and flipper tracks are kept in place by the combination of an internal guide and external guides. The RoboteX Avatar® II NEVER loses a track during operation.
4. **300 Degree Rotation:** With 300 degree flipper rotation the RoboteX Avatar® II is able to navigate varying terrain more efficiently. It also provides improved obstacle climbing and the capability to self-right if upside down.
5. **Spherical End-Caps:** Even if the robot is placed on its side, the spherical end-caps ensure that the RoboteX Avatar® II will not become stuck.
6. **Advanced Operator Control Unit (OCU):** A touch screen display with split screen controller is available for the Avatar® II. This controller integrates with RoboteX proprietary software and allows multiple robots to be controlled simultaneously. Currently the only Wi-Fi robot available fully compliant with FCC Regulations Part 15 Class A and ICES – 003 Class A.

The RoboteX Avatar® II is a proprietary and technologically unique platform available to SWAT teams in their daily operations. SWAT team members need never to enter a room unless it has been cleared by the RoboteX Avatar® II first.

RoboteX, Inc. is the sole provider of the RoboteX Avatar® II platform to the market. We look forward to working with your agency or department in order to ensure that your officers have the best tools available to conduct their duties in as safe and effective a manner as possible.

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The RoboteX Avatar® II is covered by the following U.S. patents:

Product Name	Product Code	Patents covering the product
Avatar II Controller	A003A	U.S. Patent No. D676,815
Avatar II Robot	A001A	U.S. Patent No. 8,100,205
		U.S. Patent No. D657,829
		U.S. Patent No. D667,898
		U.S. Patent No. 8,157,032
		U.S. Patent No. 8,397,842
Avatar II Robot	A001B	U.S. Patent No. 8,397,842
		U.S. Patent No. 8,157,032
		U.S. Patent No. D667,898
		U.S. Patent No. D657,829
		U.S. Patent No. 8,100,205

RoboteX, Inc.
1400 Page Mill Road
Suite 100
Palo Alto, CA 94304
(650) 838-9191

Sales Quote Acknowledgement

Ship To:
Inyo County Sheriff's Office CA

Sales Quote	SQ-20130430-001116
Print Date	10/10/2013 2 01 PM
Customer Purchase Order	
Created Date	4/30/2013 10:38 AM
Payment Terms	Net 30 Days
Delivery Terms	

Invoice To:
Inyo County Sheriff's Office CA
550 South Clay Street
Independence CA 93526
USA

Details

Line	Product	Unit Of Measure	Tax	Scheduled Date	Order Quantity	Unit Price	Extension
005685	Avatar II Extended Reach Manipulator Arm **A014B**	Each	Y	4/30/2013	1.00	$24,500.00	$24,500.00

Line Sub Total $24,500.00

Tax Rate	Type	Taxable Amount	Tax Amount
8.0%	CA - Sales	$24,500.00	$1,960.00

Tax Total $1,960.00

Order Total $26,460.00

Shipping included

The sales quote provided herein shall be valid for sixty (60) calendar days from the "Print Date" set forth above. All prices in USD. All items, unless otherwise specified, will ship out no more than ninety (90) days after receipt of purchase order.

Customer acknowledges and agrees that it shall use all products acquired from RoboteX, Inc. ("RoboteX") in compliance with all applicable laws, statutes, rules, regulations, orders and restrictions, and that it will not resell or otherwise transfer or convey any products acquired from RoboteX to any third party without the prior express written consent of RoboteX.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
34

Consent XX Departmental ☐Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator - Personnel

FOR THE BOARD MEETING OF November 5, 2013

SUBJECT: AMENDMENT TO PERSONAL SERVICES CONTRACT

DEPARTMENTAL RECOMMENDATION:

Request Board 1) Approve Amendment Number 1 to the Agreement between County of Inyo and Joshua Hart for personal services as a County Officer, for a salary of $9,200.00 per month, effective November 7, 2013 and authorize the Chairperson to sign, and 2) Approve Resolution 2013-_____ entitled " A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 Changing Salary and/ Or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo."

SUMMARY DISCUSSION:

At the conclusion of the performance evaluation and negotiations, your Board directed Staff to prepare this amendment. This amendment authorizes a salary increase and 80 hours of administrative leave. This amendment is presented to your Board for final consideration and action.

ALTERNATIVES:

Your Board could choose to not approve this amendment and re-negotiate the terms and conditions.

OTHER AGENCY INVOLVEMENT:

County Counsel
Personnel

FINANCING:

The costs associated with this amendment will be paid for out of the Planning Department budget 023800. The costs for the COLA increase for all department heads will be brought back to your board as a budget amendment.

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.)* Margaret Kemp-Williams Approved: ✓ Date 10/24/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Amy Shepherd Approved: ✓ Date 10/28/13
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: J Date 10/24/13

DEPARTMENT HEAD SIGNATURE: Kevin Cavanaugh by Sue DC Date: 10/24/13
(Not to be signed until all approvals are received)

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
JOSHUA J. HART FOR THE PROVISION OF
PERSONAL SERVICES AS A COUNTY OFFICER

WHEREAS, the County of Inyo (hereinafter referred to as "County") and JOSHUA J. HART, of Lone Pine, CA (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services dated May 1, 2010, on County of Inyo Contract No. 202, for an indefinite term commencing May 1, 2010.

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

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

County and Officer hereby amend such Agreement effective November 7, 2013 as follows:

Attachment B. Schedule of Fees, Paragraph 1 is amended to read as follows in its entirety:

1. "Subject to Paragraph 3 below, County will pay Officer a salary of Nine Thousand Two Hundred Dollars ($9,200.00) per month

Attachment B. Schedule Fees, Paragraph 4 is hereby added to read as follows in its entirety:

4. " Officer is entitled to eighty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value. "

\\\\ NOTHING FOLLOWS ////

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
JOSHUA J. HART FOR THE PROVISION OF
PERSONAL SERVICES AS A COUNTY OFFICER

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

JOSHUA J. HART
Type or Print Name

Dated: 10-24-13

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

Contracts/ElectedOfficials/HartAmend1.202

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING RESOLUTION 2006-06 CHANGING SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO

WHEREAS, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officers are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends Article 7a of Resolution 2006-06 to read as follows:

ARTICLE 7. SALARIES

A. Salaries
Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

Appointed Officers	**October 10, 2013 thru November 6, 2013**	**November 7, 2013 and on**
Ag Comm/Weights and Measures	$8,364.00	$8,364.00
Chief Probation Officer	$8,720.00	$8,720.00
Child Support Director	$8,415.00	$8,415.00
County Administrator	$13,465.00	$13,465.00
County Counsel	$12,240.00	$12,240.00
Environmental Health Director	$8,956.00	$8,956.00
Health and Human Services Director	$10,478.00	$10,478.00
Planning Director	$8,364.00	$9,200.00
Public Works Director	$11,051.00	$11,051.00
Water Director	$9,445.00	$9,445.00

PASSED AND ADOPTED this 5th of November, 2013 following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Chairperson Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

BY:_____
Patricia Gunsolley, Assistant

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
35

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator and Auditor-Controller
BY: Kelley Williams

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Budget Amendment for MuniServices, LLC Sales and Use Tax Audit Services

DEPARTMENTAL RECOMMENDATION

Request Board recognize $3,674 in additional revenue from the State Board of Equalization to pay MuniServices invoice for quarterly Sales and Use Tax Audit services by amending the Fiscal Year 2013-2014 County Budget as follows: Increase revenue and expense in the General Revenue and Expenditures Budget (#011900), by increasing Sales Tax, Revenue Code #4062 by $3,674, and increasing appropriations in the Professional and Special Services object code (#5265) Professional Services by $3,674. (4/5's vote required)

SUMMARY DISCUSSION

On September 27, 2011, the Board approved an agreement with MuniServices, LLC for the provision of Sales and Use Tax and District Tax Audit Services to detect and correct point of sale distribution errors, and thereby generate sales tax revenue for the County which would not otherwise be realized due to the allocation errors. The agreement provides MuniServices a fee of 25% of the amount of sales and use tax it recovers on behalf of the County each quarter. Because the amount of money that MuniServices will recover for the County in any Quarter or Fiscal Year varies wildly, and cannot be accurately forecast, funds are not budgeted in advance to pay the MuniServices fee. Rather, a budget amendment, such as that being requested today, is employed to recognize additional sales tax revenue (generated by MuniServices) in the amount of the fee owed to MuniServices.

MuniServices has recovered $14,695.32 for Inyo County by correcting point of sale distribution errors for the tax Quarter ending June 30, 2013. Accordingly, MuniServices is entitled to an earned fee of $3,673.83. The requested budget amendment will provide a means of making this payment to MuniServices. The remainder of the sales and use tax revenue recovered by MuniServices for the Quarter ending June 30, 2013 ($11,021.49) will not be recognized in the Budget, unless needed later, and will therefore accrue to Fund Balance in the General Fund and be available for use in next year's Budget.

Overall, MuniServices Sales Tax and Use Tax Audit Services has resulted in a correction of 37 accounts, and produced more than $142,757 of new revenue for Inyo County. According to MuniServices, based on its experience with other California cities and counties, the actual results achieved (absent audit adjustments and fund transfer reallocations) will result in Inyo County being able to expect to continue to receive approximately $89,794 per year of ongoing sales tax revenue from the corrected accounts that would not otherwise be realized.

ALTERNATIVES

Your Board could choose to deny this request, however, this is not recommended as it will require paying the MuniServices invoice from funds appropriated for other purposes in the Budget.

OTHER AGENCY INVOLVEMENT

Working with County Departments, MuniServices reviews and identifies sales and use tax reporting allocations from the State Board of Equalization.

FINANCING

The tax audit service fees for MuniServices are paid out of the General Revenue and Expenditures Budget #011900, Object Code #5265 Professional Services, only when its efforts on behalf of the County result in increased revenues to the County.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 10/30/2013
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 10-30-2013

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
36

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF November 5, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

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

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
37

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF November 5, 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 Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

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

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
38

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF November 5, 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 Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

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

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
39

☐ 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: November 5, 2013

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors meetings as follows: A) September 9, 2013 Budget Hearings; B) September 23, 2013 Special Meeting; C) October 1, 2013 Regular Meeting; D) October 2, 2013 Special Meeting; E) October 8, 2013 Regular Meeting; F) October 9, 2013 Special Meeting; and G) October 15, 2013 Regular Meeting.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS *(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)*
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____

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

For Clerk's Use Only:
AGENDA NUMBER

41

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☒ Informational

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: November 5, 2013

SUBJECT: Treasury Status Report for the Quarter Ending: September 30, 2013

DEPARTMENTAL RECOMMENDATION: Review Report and direct questions to the County Treasurer.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Report is provided pursuant to the provisions of Sections 16481.2 and 53646(b) of the Government Code. The primary purposes of the Report are to disclose the following: the investments and deposits of the treasury; the cost basis and market values of investments; compliance to the County Treasury Investment Policy; The weighted average maturity of the investments; and, the projected ability of the Treasury to meet the expected expenditure requirements of the Treasury's pooled participants for the next six months.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: Pursuant to Section 16481.2(a) of the Government Code, which is optional, copies of quarterly reports are sent to members of the County Treasury Oversight Committee. Pursuant to Section 53646(g) of the Government Code, which is also optional, copies of the reports as of December 31st and June 30th are forwarded to the California Debt and Investment Advisory Commission. Copies of all quarterly Treasury reports are available to Treasury participants.

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* N/A Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* 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: Alisha McMurtrie Date: October 24, 2013
Alisha McMurtrie, Treasurer-Tax Collector

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX

ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: September 30, 2013
DATE: October 24, 2013

The following status report of the County Treasury as of June 30, 2013 is provided pursuant to the provisions of Sections 16481.2 and 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from Union Bank reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 882 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's OPEB investment with PARS balance as of 8/31/2013 was $4,488,329.23. (Principal: $3,650,00.00 + Interest: $864,166.77 - Fees: $25,837.54)

C: Ms. Amy Shepherd, Inyo County Auditor-Controller
Mr. Tom Hardy, Inyo County District Attorney
Mr. Bill Lutz, Inyo County Sheriff
Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION
DATE: 9-30-13

AUDITOR'S BALANCES

Balance Forward - Cash in Treasury		**$108,147,630.82**		
Plus: Auditor Adjustments Payroll				
Deposit Authorizations		**$628,757.85**		
Less: Co. Checks Pd	**09/27/13**	(292,312.85)		
Auditor JE# to adjust				
Outgoing Electronic Wires		(820.07)	Pioneer Pers	(8,819.24) Co Pers
		(175,942.63)	Co Pers	(56,659.63) Co Pers
		(1,513,837.55)	Schls PR	(881.01) CBA St. Tx
		(393.82)	Co Pr Tx Fed	(27,853.83) LA Corp Fed
		(79.94)	CO Pr Tx St.	(97,351.38) Ythbld St. Tx
		(4,817.65)	Chrtr Cntrl St.	(315,205.74) schls Fed Tx
		($14,036.82)	Ythbld Fed Tx	(4,453.37) LA Corp St.
Ending "Claim on Cash in Treasury"		**$106,208,275.35**		(54,647.79) Schls St. Tx

****

TREASURER'S BALANCE:

Cash on Hand:	Vault	**$1,075.00**	
	Drawer	**$415.15**	
Bank Deposits on Hand:		**$85,966.22**	9/30/2013

BANK ACCOUNTS:

Union Bank - General Account.	**$1,632,797.45**
El Dorado - General Account	**$30,298.00**

INVESTMENTS; **% Invested**

Local Agency Investment Fund	**$47,000,000.00**	*Agency*	*Limit*
UBS Money Market	**$1,000,000.00**	*0.94%*	of 10.00%
Federal Agencies	**$ 41,997,500.00**	*39.54%*	of 100.00%
Treasury Bill	**$0.00**	*0.00%*	of 100.00%
Commercial Paper	**$ 14,470,041.67**	*13.62%*	of 15.00%

TOTAL TREASURY BALANCE:	**$106,218,093.49**		
Difference: (Treasury SHORT or OVER)	$9,818.14		
Explanation of Difference:	El D Ck #1682	$9,433.00	
	HHS Dir	$435.14	
NOTES	Misc. Debit	($50.00)	
Investments Maturing Over 1 Year	**$ 37,997,500.00**	*35.78%*	of 35.00%

Prepared By: MP

Sept30'13.xlsAud Treas Daily Reconcil

Inyo County Treasurer's Report
Weighted Average Maturity

Maturity Date	# of Days to Maturity	$ Amount of Security
11/19/2013	4x50	$ 4,000,000.00
11/27/2013	3x58	$ 2,995,835.00
12/27/2013	4x88	$ 3,993,746.67
2/7/2014	2.5x130	$ 2,495,655.56
5/2/2014	2x214	$ 1,996,054.44
6/10/2014	3x253	$ 2,988,750.00
1/22/2016	2.5x844	$ 2,500,000.00
1/29/2016	3x851	$ 3,000,000.00
4/4/2016	4x917	$ 4,000,000.00
4/12/2016	3x925	$ 3,000,000.00
5/20/2016	1.5x863	$ 1,500,000.00
10/24/2016	4x1120	$ 4,000,000.00
12/27/2016	3x1184	$ 3,000,000.00
6/13/2017	3x1352	$ 3,000,000.00
12/3/2017	3x1525	$ 3,000,000.00
12/26/2017	5x1548	$ 4,997,500.00
4/30/2018	3x1673	$ 3,000,000.00
6/27/2018	3x1731	$ 3,000,000.00
	49,838.00	$ 56,467,541.67

Total = 882 Days Weighted Average Maturity
As of: September 30, 2013

Please note that this does not include checking account at UBOC, El Dorado, LAIF or UBS account.

*Days are determined at a per million rate.

UnionBank®

Holdings - Reporting as of Settlement Date
Account: 6736305280 - COUNTY OF INYO

As of: 30-Sep-2013

Asset Name	Maturity Date	Asset Type	CUSIP	Cost Basis	Date Priced	ISIN	Market Value	Net Unrealized Gain/Loss	Owning Account Name	Owning Account Number	Price	Shares/Units
FNMA NTS 0.800% 11/19/13	19-Nov-2013	Government Obligations	31398A5Z1	$4,000,000.00 USD	30-Sep-2013	US31398A5Z14	$4,003,200.00 USD	$3,200.00 USD	COUNTY OF INYO	6736305280	100.080%	4,000,000.0000
GE CAP CORP DC/P 11/27/13	27-Nov-2013	Cash & Cash Equivalents	36959HYT8	$2,995,835.00 USD	30-Sep-2013		$2,999,100.00 USD	$3,265.00 USD	COUNTY OF INYO	6736305280	99.970%	3,000,000.0000
GE CAP CORP DC/P 12/27/13	27-Dec-2013	Cash & Cash Equivalents	36959HZT7	$3,993,746.67 USD	30-Sep-2013		$3,998,080.00 USD	$4,333.33 USD	COUNTY OF INYO	6736305280	99.952%	4,000,000.0000
ABBEY NATL DC/P 2/07/14	07-Feb-2014	Cash & Cash Equivalents	0027A1B73	$2,495,655.56 USD	30-Sep-2013		$2,497,575.00 USD	$1,919.44 USD	COUNTY OF INYO	6736305280	99.903%	2,500,000.0000
UBS FINANCE DC/P 5/02/14	02-May-2014	Cash & Cash Equivalents	90262DE27	$1,996,054.44 USD	30-Sep-2013		$1,995,620.00 USD	($434.44) USD	COUNTY OF INYO	6736305280	99.781%	2,000,000.0000
ABBEY NATL NA DC/P 6/10/14	10-Jun-2014	Cash & Cash Equivalents	0027A1FA2	$2,988,750.00 USD	30-Sep-2013		$2,992,230.00 USD	$3,480.00 USD	COUNTY OF INYO	6736305280	99.741%	3,000,000.0000
FFCB BDS 0.640% 1/22/16	22-Jan-2016	Government Obligations	3133ECV50	$2,500,000.00 USD	30-Sep-2013	US3133ECV500	$2,500,675.00 USD	$675.00 USD	COUNTY OF INYO	6736305280	100.027%	2,500,000.0000
FNMA NT 0.700% 1/29/16	29-Jan-2016	Government Obligations	3136G1RF8	$3,000,000.00 USD	30-Sep-2013	US3136G1RF87	$3,003,060.00 USD	$3,060.00 USD	COUNTY OF INYO	6736305280	100.102%	3,000,000.0000
FHLMC NTS 0.600% 4/04/16	04-Apr-2016	Government Obligations	3134G3L40	$4,000,000.00 USD	30-Sep-2013	US3134G3L403	$3,992,800.00 USD	($7,200.00) USD	COUNTY OF INYO	6736305280	99.820%	4,000,000.0000
FHLB BDS 0.470% 4/12/16	12-Apr-2016	Government Obligations	313382KN2	$3,000,000.00 USD	30-Sep-2013	US313382KN22	$2,987,850.00 USD	($12,150.00) USD	COUNTY OF INYO	6736305280	99.595%	3,000,000.0000
FNMA NTS 0.500% 5/20/16	20-May-2016	Government Obligations	3135G0XH1	$1,500,000.00 USD	30-Sep-2013	US3135G0XH15	$1,493,040.00 USD	($6,960.00) USD	COUNTY OF INYO	6736305280	99.536%	1,500,000.0000
FFCB BDS 0.620% 10/24/16	24-Oct-2016	Government Obligations	3133EA5V6	$4,000,000.00 USD	30-Sep-2013	US3133EA5V69	$3,987,400.00 USD	($12,600.00) USD	COUNTY OF INYO	6736305280	99.685%	4,000,000.0000
FHLMC MTN 0.850% 12/27/16	27-Dec-2016	Government Obligations	3134G4AB4	$3,000,000.00 USD	30-Sep-2013	US3134G4AB41	$2,986,140.00 USD	($13,860.00) USD	COUNTY OF INYO	6736305280	99.538%	3,000,000.0000
FHLB BDS 0.750% 6/13/17	13-Jun-2017	Government Obligations	313383AP6	$3,000,000.00 USD	30-Sep-2013	US313383AP62	$2,959,050.00 USD	($40,950.00) USD	COUNTY OF INYO	6736305280	98.635%	3,000,000.0000
FNMA NTS S/U 0.700% 12/13/17	13-Dec-2017	Government Obligations	3136G07A3	$3,000,000.00 USD	30-Sep-2013	US3136G07A30	$2,968,860.00 USD	($31,140.00) USD	COUNTY OF INYO	6736305280	98.962%	3,000,000.0000
FFCB BDS 0.900% 12/26/17	26-Dec-2017	Government Obligations	3133ECB45	$4,997,500.00 USD	30-Sep-2013	US3133ECB452	$4,908,350.00 USD	($89,150.00) USD	COUNTY OF INYO	6736305280	98.167%	5,000,000.0000
FHLB BDS S/U 0.750% 4/30/18	30-Apr-2018	Government Obligations	313382RQ8	$3,000,000.00 USD	30-Sep-2013	US313382RQ89	$2,956,080.00 USD	($43,920.00) USD	COUNTY OF INYO	6736305280	98.536%	3,000,000.0000
FHLB BDS 1.250% 6/27/18	27-Jun-2018	Government Obligations	313383JQ5	$3,000,000.00 USD	30-Sep-2013	US313383JQ54	$2,947,350.00 USD	($52,650.00) USD	COUNTY OF INYO	6736305280	98.245%	3,000,000.0000
Subtotals												
Cash & Cash Equivalents				$14,470,041.67 USD			$14,482,605.00 USD	$12,563.33 USD				
Government Obligations				$41,997,500.00 USD			$41,693,855.00 USD	($303,645.00) USD				
Total				**$56,467,541.67 USD**			**$56,176,460.00 USD**	**($291,081.67) USD**				

PUBLIC AGENCY RETIREMENT SERVICES | PARS

COUNTY OF INYO
PARS GASB 45 Program

Monthly Account Report for the Period
8/1/2013 to 8/31/2013

Kevin Carunchio
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 8/1/2013	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 8/31/2013
Employer Contribution	$4,558,364.43	$0.00	-$69,053.63	$981.57	$0.00	$0.00	$4,488,329.23
Totals	**$4,558,364.43**	**$0.00**	**-$69,053.63**	**$981.57**	**$0.00**	**$0.00**	**$4,488,329.23**

Investment Selection

Moderate HighMark PLUS

Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

			Annualized Return			
1-Month	3-Months	1-Year	3-Years	5-Years	10-Years	Inception Date
-1.52%	-0.46%	9.51%	9.66%	N/A	N/A	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past Performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Inception Date: Plans inception date