

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.

Wednesday, November 12, 2014

OPEN SESSION

8:30 a.m. PLEDGE OF ALLEGIANCE

1. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
2. **PUBLIC COMMENT**

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

3. **Laws Museum** – Request Board approve the Memorandum of Understanding between the Bishop Museum and Historical Society and the County of Inyo for the rehabilitation of the roof at the Law's Museum Depot Building; and authorize the County Administrator to sign.
4. **Library** – Request Board authorize the closure of the Bishop, Big Pine, Independence, and Lone Pine Library branches on Saturday, November 29, 2014, for the Thanksgiving Holiday.
5. **Motor Pool** – Request Board A) declare a 1967 Winnebago as surplus; and B) authorize the Senior Deputy County Administrator to sign any documents to dispose of this vehicle.
6. **Parks and Recreation** – Request Board authorize the purchase of a 2015 Ford F250 regular cab and chassis stake bed with lift from Bishop Ford in an amount not to exceed \$32,351.51.
7. **Recycling and Waste Management** – Request Board authorize the purchase of a used forklift in an amount not to exceed \$18,000, from a vendor to be determined by the County Administrator, for use within the Recycling and Waste Management Program.
8. **Recycling and Waste Management** – Request approval of a resolution authorizing the waiver of up to \$500 in disposal fees for the Friends of the Mount Whitney Fish Hatchery for green waste disposal at the Independence Landfill once per month for green waste clean-up at the Mount Whitney Fish Hatchery.

HEALTH AND HUMAN SERVICES

9. **Behavioral Health Services** – Request approval of the Drug Medi-Cal Provider Agreements between Inyo County and the State of California Department of Health Care Services for continued participation as a Drug Medi-Cal treatment provider; and authorize the Director of Health and Human Services to sign the Agreements for the primary clinic in Bishop and the satellite clinic in Lone Pine.

PLANNING

10. Request approval of a sole-source contract between the County of Inyo and Helix Environmental Planning, Inc., for the provision of planning services for the Renewable Energy Planning Grant Phase IIB, in an amount not to exceed \$320,000 for the period of December 1, 2014 through June 30, 2016, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

PUBLIC WORKS

11. Request approval of a resolution accepting the improvements for the Agriculture Storage Building Project; and authorize the recording of the Notice of Completion for the Project.
12. Request approval of Amendment No. 1 to the Contract between the County of Inyo and Amerigas for propane services for the period of September 1, 2013 through June 30, 2016, adding the new Agricultural Maintenance Building in Bishop and increasing the Contract by \$2,400 for a total Contract amount not to exceed \$603,898, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
13. Request approval of the Exhibit 9-B Local Agency DBE Annual Submittal Form for the 2014-2015 Federal Fiscal Year; and authorize the Chairperson to sign.
14. Request approval of Amendment No. 2 to the Contract between the County of Inyo and Quincy Engineering, Inc., for engineering services to amend the Scope of Work to include additional tasks required for engineering services for bridges over the L.A. Aqueduct at Carroll Creek and Walker Creek Roads and over Oak Creek at Bell Access Road, and to increase the Contract by \$1,209,700 to a total Contract amount not to exceed \$1,318,300, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

- 9:00 a.m.**
15. **HEALTH AND HUMAN SERVICES – Emergency Medical Services** – Request Board conduct a workshop with staff from Inland Counties Emergency Medical Authority (ICEMA) to hear an overview of local, state and national emergency medical services context, the changing landscape, current and anticipated problems, and consideration of options for moving forward.
 16. **HEALTH AND HUMAN SERVICES – Emergency Medical Services** – Request Board accept information from, discuss with, and offer input to ICEMA staff on a proposed "Request for Proposal" to be released soliciting qualified agencies to provide emergency ambulance services in Inyo County for the period of July 1, 2015 through June 30, 2024.
- 2:30 p.m.**
17. **PLANNING** – Request Board A) conduct a **public hearing** on General Plan Amendment #2013-01/Munro Valley Solar, LLC, concerning Assessor Parcel Nos. 033-400-02 and 033-060-19 to create a site specific distributed solar photovoltaic overlay land use designation and apply it to the site, and to the electric distribution and road easements necessary for the proposed project; and B) adopt a resolution approving General Plan Amendment #2013-01/Munro Valley Solar, LLC and certifying that the requirements of the California Environmental Quality Act (CEQA) have been met.

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

18. **AUDITOR-CONTROLLER** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Payroll Analyst position comes from General Fund, as certified by the Auditor-Controller, and concurred with by the County Administrator; B) where internal candidates meet the qualifications for the position, the vacancy may be filled through an internal recruitment, however, due to the nature of this position an external recruitment is more appropriate; and C) approve the hiring of one Payroll Technician I, at Range 68 (\$4,106 - \$4,988), II at Range 70 (\$4,305 - \$5,236), or III, at Range 72 (\$4,511 - \$5,479), depending upon qualifications.

19. **CHILD SUPPORT SERVICES** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Child Support Officer position comes from the Child Support fund, as certified by the Director of Child Support Services, and concurred with by the County Administrator and Auditor Controller; B) the position could be filled by internal recruitment; and C) approve the hiring of one Child Support Officer I at Range 57 (\$3,046 – \$3,701) or II at Range 60 (\$3,271 - \$3,973).
20. **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 Integrated Case Worker position exists in the Social Services budget, as certified by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor Controller; B) where internal candidates meet the qualifications for the position, the vacancy would be filled through an internal recruitment, however, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Integrated Case Worker II at Range 64 (\$3,735 – \$4,539).
21. **ROAD DEPARTMENT** – Request approval to hire four Seasonal Maintenance Workers at Range PT50 (\$14.46 per hour) for the period of February 2015 through June 2015.
22. **COUNTY ADMINISTRATOR - Recycling and Waste Management** – Request Board consider the request from the Veterans of Foreign Wars of the U.S. Bishop Post 8988 (VFW Bishop) for the waiver of solid waste fees for disposal of construction and demolition materials at the Bishop Sunland Landfill.
23. **COUNTY ADMINISTRATOR – Parks** – Request Board consider authorizing the County Administrator or his designee to negotiate for the concession of the Tecopa Hot Springs Campground and Pools.

CORRESPONDENCE - ACTION

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

24. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
25. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

26. **SHERIFF'S DEPARTMENT** – Sheriff and Jail Overtime Report for the month of September, 2014.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 3

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

FROM: Pam Hennarty, Senior Deputy County Administrator

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Memorandum of Understanding between the Bishop Museum and Historical Society and Inyo County for the rehabilitation of the roof of the Law's Museum Depot building.

DEPARTMENTAL RECOMMENDATION: Request your Board approve and authorize County Administrator to sign the Memorandum of Understanding between the Bishop Museum and Historical Society and Inyo County for the rehabilitation of the roof of the Law's Museum Depot Building.

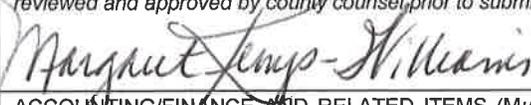
SUMMARY DISCUSSION: The County is the owner of the Laws Railroad Museum with a lease to the Bishop Museum and Historical Society to maintain and operate the museum. The Bishop Museum and Historical Society does a wonderful job of providing a popular destination for locals and visitors as well as caring for and maintaining the facilities. The Bishop Museum and Historical Society has identified that the Depot building is in need of a new roof and has secured \$45,000 in grant funding to pay for the project.

The Memorandum of Understanding grants permission to the Bishop Museum and Historical Society to do the work associated with the roof replacement and outlines the conditions required by the County for the work to be done. This MOU is a requirement of the Bishop Museum and Historical Society receiving a \$45,000 grant.

ALTERNATIVES: Your Board could choose not to approve the MOU. This would impede the Bishop Museum and Historical Society from receiving grant funding to replace the roof on the Depot and would likely cause the County to incur the cost of the repair.

OTHER AGENCY INVOLVEMENT: Bishop Museum and Historical Society

FINANCING: There is no cost to the County for this MOU.

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: <input checked="" type="checkbox"/> Date 11/05/14
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: 11/5/14
 (Not to be signed until all approvals are received)

MEMORANDUM OF UNDERSTANDING (MOU)

Between

County of Inyo

and

Bishop Museum and Historical Society

WHEREAS, Inyo County owns the Laws Railroad Museum and the facilities located on the grounds; and,

WHEREAS, the Bishop Museum & Historical Society (Society) leases the museum and grounds, owns the personal property within the buildings, and maintains and operates the museum; and,

WHEREAS, the Society has done an extraordinary job creating an attractive and popular destination for visitors and residents of Inyo County and has worked to improve and restore buildings and equipment at the museum; and,

WHEREAS, the Depot was one of the buildings that was originally located on the museum site, is popular with museum patrons and has a roof that is in need of repair; and,

WHEREAS, the Society desires to restore the roof of the Depot at no cost to Inyo County; and,

WHEREAS, Inyo County desires to accept this gift and give permission for the Society to restore the Depot roof.

NOW THEREFORE, Inyo County hereby gives permission for the Society to repair the Depot roof and accepts the gift of this project. Furthermore, Inyo County waives the standard fees for normal county approvals and the costs to prepare either a CEQA Categorical Exemption or Negative Declaration. If the Planning Director, another county department or any other government agency involved in the CEQA review discovers issues or impacts that would require a larger CEQA review, the Planning Department will stop work on the review and come before the Board of Supervisors to explain the concerns, discuss options and seek a decision by the Board on how to proceed.

This permission is granted upon the following conditions:

- The Society shall maintain insurance as set forth on Exhibit 1. Any contractor working on the project shall carry insurance as set forth on Exhibit 2, and as approved by the Inyo County Risk Manager.
- No work shall begin on the Depot roof until the required insurance documents, including endorsements, are obtained and approved by the Inyo County Risk Manager

- Construction work on the Depot Roof shall be performed by a licensed contractor.

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

County of Inyo

Bishop Museum and
Historical Society

Date

Date

EXHIBIT 1 – Insurance Requirements for Society

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 38 04 13.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Endorsement ISO CG 20 01 Required.

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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

Exhibit 2

Insurance Requirements for Construction Contracts

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. 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), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL and automobile liability policies with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or

borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 38 04 13).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Endorsement ISO Form CG 20 01 Required.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the Entity as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract 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, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

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

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

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 circumstances.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 4

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

FROM: Inyo County Free Library

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Holiday Library Closure

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize that Bishop, Big Pine, Independence and Lone Pine Library branches close on Saturday, November 29, 2014 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 26, 2014, except for the Big Pine Branch Library, which will be closed due to staff absence.

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 <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> N/A Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> N/A Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> 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)

Nancy B. Masters

Date: 10/31/14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

5

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

FROM: Motor Pool

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Surplus and Disposal of 1967 Winnebago

DEPARTMENTAL RECOMMENDATION:

Request your Board to 1) declare a 1967 Winnebago as surplus, 2) authorize the Senior Deputy County Administrator to sign any documents to dispose of this vehicle.

SUMMARY DISCUSSION:

In approximately 1991 Inyo County "donated" a 1967 Winnebago to the Lions' Club for \$1 per month. The Lions Club has used this Winnebago for the last 20+ years. It has now worn out its use and the Lions Club no longer has a use for it. Additionally, the County has no use for it and would like to dispose of the vehicle.

ALTERNATIVES:

Your Board could chose to not declare this vehicle surplus and the County could continue to own it. This is not recommended as the Winnebago has exhausted its useful life.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There will not be any revenue or expense associated with this task.

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)

Pam Flennarty

Date: 11/3/14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

7

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Authorize Recycling and Waste Management to purchase used forklift

DEPARTMENTAL RECOMMENDATION:

That your Board authorize Inyo County Recycling and Waste Management to spend up to \$18,000 for the purchase of a used forklift for use within the Recycling and Waste Management Program.

SUMMARY DISCUSSION:

Inyo County Recycling and Waste Management (IRAWM) is in immediate need of replacing a 1965 White Forklift. IRAWM is replacing the forklift due to being economically unfeasible to replace parts due to the high cost associated with custom manufacturing parts that are no longer available. A forklift is needed for moving pallets of televisions and other electronic items which brings in \$25,000 annually as part of the State's Covered Electronics Waste Reimbursement program. The forklift is also used for many other daily uses at the landfill, including moving recycling bins, pallets of drinking water, and assisting the Mechanic and Equipment Operators in moving heavy equipment parts.

Inyo County Recycling and Waste Management Staff will search for the best forklift that costs less than \$18,000, including tax and freight. The search criteria will include the following:

- Ability to lift up to 6,000 lb
- Condition of equipment, including the tires, engine hours, hose quality, and hydraulic lift components
- Value of equipment compared to other similar items available in the used marketplace
- Availability of parts
- Cost of replacement parts
- Warranty of equipment, if available
- Ability to inspect the forklift before purchase

Due to the nature of the used equipment market, and in an effort to save Inyo County time and money, Inyo County Recycling and Waste Management is requesting that the purchase of a used forklift be exempt from the same requirements of purchasing new equipment.

ALTERNATIVES:

Your Board could choose not to authorize IWM to purchase a forklift; however, this is not recommended because this will jeopardize IRAWM's ability to provide free recycling of TVs and other electronics.

FINANCING:

The Recycling and Waste Management Budget includes \$18,000 for the purchase of a forklift. The purchase of this forklift will come from the IWM budget unit, 045700, from the budget item "Equipment-5650."

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>eye</u> Date <u>11/3/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 11/5/14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER


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

FROM: Integrated Waste Management Program

FOR THE BOARD MEETING OF: November 17, 2014

SUBJECT: Consideration of Resolution authorizing the waiver of up to \$500 in disposal fees for 24 months for the Friends of the Mount Whitney Fish Hatchery for green waste gate fees for the Mount Whitney Fish Hatchery monthly green waste clean-up.

DEPARTMENTAL RECOMMENDATION: Request that your Board approve a Resolution authorizing the waiver of up to \$500 in disposal fees for the Friends of the Mount Whitney Fish Hatchery for green waste disposal at the Independence Landfill once per month for green waste clean-up at the Mount Whitney Fish Hatchery.

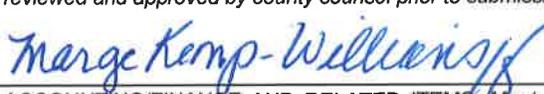
SUMMARY DISCUSSION: The Friends of the Mount Whitney Fish Hatchery, a 501c3 corporation, requested a waiver of landfill disposal fees for green waste disposal resulting from its care of the grounds of the Historic Mount Whitney Fish Hatchery. The Friends of the Mount Whitney Fish Hatchery indicate that, once per month, the California Department of Forestry crews clean the landscape around the Mount Whitney Fish Hatchery and generate 4 to 8 "loads" of green waste monthly.

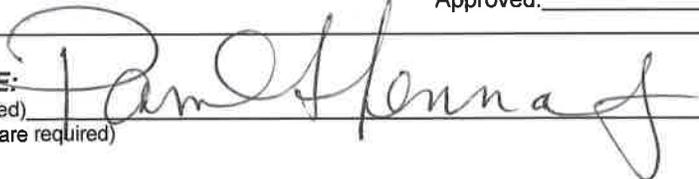
Your Board considered this request on July 15, 2014 and directed staff to prepare a resolution for the waiver of up to \$500 for a 24 month period.

ALTERNATIVES: Your Board could choose to not waive these fees.

OTHER AGENCY INVOLVEMENT: Friends of the Mount Whitney Fish Hatchery

FINANCING: There is \$500 of revenue that will be lost as a result of the waiver of these fees.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: <u>yes</u> Date: <u>11/6/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 11/6/14
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

Resolution No. 2014-__

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, WAIVING SOLID WASTE DISPOSAL AND GATE FEES AT INDEPENDENCE LANDFILL FOR GREEN AND WOOD WASTE IN AN AMOUNT NOT TO EXCEED \$500 FOR A TWENTYFOUR MONTH PERIOD

WHEREAS Inyo County has a long standing partnership with the Friends of the Mount Whitney Fish Hatchery; and

WHEREAS, the Mount Whitney Fish Hatchery is a historic landmark and a popular tourist destination; and

WHEREAS, it would benefit public health and safety to encourage the creation of clear zones and the subsequent disposal of the green and wood waste debris at the Mount Whitney Fish Hatchery; and

WHEREAS, waving disposal fees for placing green and wood waste at the Independence Landfill once per month, would encourage the timely and appropriate disposition of this debris; and

WHEREAS, waiving disposal fees for green and wood waste will additionally serve to help promote health and safety at the Mount Whitney Fish Hatchery; and

WHEREAS, all green and wood waste that can be chipped will be placed in the green waste roll off bin; and

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors, pursuant to Section 7.10.080 of the Inyo County Code, hereby waives gate and waste disposal fees for the disposal of segregated green and wood waste at the Independence Landfill once per month for a total of up to \$500 in disposal fees for a period of twenty-four months.

PASSED AND ADOPTED on this 17th day of November, 2014, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Inyo County Board of Supervisor

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant



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: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Approval of Drug Medi-Cal Provider Agreements

DEPARTMENTAL RECOMMENDATION:

Request Board approve The Drug Medi-Cal Provider Agreements between Inyo County Health and Human Services Behavioral Health division and the State of California Department of Health Care Services (DHCS) for continued participation as a Drug Medi-Cal treatment provider; and authorize the HHS Director to sign the Drug Medi-Cal Provider Agreements for the primary clinic in Bishop and the satellite clinic in Lone Pine, CA.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County HHS has been an approved Drug Medi-Cal (DMC) provider for provision of outpatient Substance Use Disorders (SUD) treatment in both the primary Behavioral Health clinic in Bishop, and the satellite Behavioral Health clinic in Lone Pine since 2012. HHS is currently in the process of seeking re-certification to allow for additional billing for intensive outpatient treatment services.

Effective October 24, 2014, CA Welfare and Institutions (W&I) Code 14043.2(a) provides that in order to be enrolled as a DMC provider, or for enrollment as a provider to continue, an applicant or provider is required to sign a provider agreement and shall disclose all information as required in federal Medicaid regulations and any other information required by the department. Since HHS has already submitted applications to become re-certified for DMC services, this newly established Provider Agreement is being brought forward separately for your Board's approval in order to comply with W&I Code 14043.2(a).

The Provider Agreement sets forth the conditions that the County must meet to maintain certification under the DMC program. The agreement includes general provisions such as requirements to comply with applicable laws and regulations, maintain valid license(s) to provide health care services, maintain appropriate liability insurance, allow oversight agencies to access and review records, and refrain from committing fraud or abuse. The agreement also establishes circumstances under which providers may be terminated or suspended from the DMC program.

ALTERNATIVES:

Your Board could choose not to approve the DMC Provider Agreements for the primary and satellite clinics in Inyo County. However, doing so would result in suspension and possibly termination of Inyo

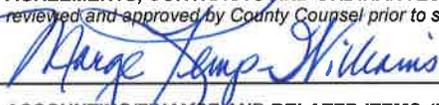
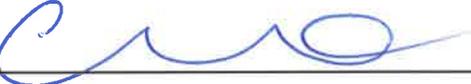
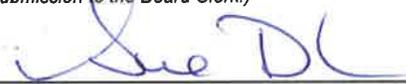
County's enrolment in the DMC program, making it impossible for HHS to receive reimbursement for DMC-covered treatment.

OTHER AGENCY INVOLVEMENT:

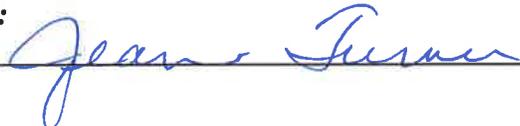
Mental Health and Substance Use Disorder programs are integrated as the Behavioral Health division of the HHS Department. Behavioral Health works with other HHS divisions as well as other county and community agencies such as health care, courts, law enforcement, and schools.

FINANCING:

There are no dollar amounts related to these agreements, however their execution is required in order to continue billing for services provided under the DMC program.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>10/23/14</u> Date:
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>10/14/14</u> Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓ 10/16/14</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)  Date: 10-16-14



TOBY DOUGLAS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



EDMUND G. BROWN JR.
GOVERNOR

OCT 24 2014



Dear Applicant:

Thank you for your participation as a provider in the Drug Medi-Cal (DMC) Program. In order to continue participating as a DMC provider, you are **required to submit a DMC Provider Agreement (DHCS 6009) for each separate location** where an applicant or provider is certified to participate in the Medi-Cal program.

Please read all the instructions included in the DMC Provider Agreement (DHCS 6009) carefully and complete each item requested. Please do not resubmit a complete application package. Failure to submit a DMC Provider Agreement (DHCS 6009) within 90 days of this notice will result in temporary suspension, which will result in temporary deactivation and loss of certification as a DMC provider. The enclosed *DMC Provider Agreement (DHCS 6009)* must be completed and returned to:

Department of Health Care Services
Provider Enrollment Division
MS 4704
P.O. Box 997412
Sacramento, CA 95899-7412

All DMC providers are required to meet the new criteria defined in the provider bulletin, "*Medi-Cal Requirement for the Drug Medi-Cal Provider Agreement*". This bulletin requires that any DMC provider currently certified for participation in Medi-Cal, submit a DMC Provider Agreement (DHCS 6009) within 90 days from the date of this notice. The bulletin can be accessed online at: www.medi-cal.ca.gov, click on the "Provider Enrollment" link and then on "Statutes, Regulations and Provider Bulletins".

If you have any enrollment questions or if you need additional assistance, please contact the Provider Enrollment Division at (916) 323-1945, or submit your questions via e-mail at: DHCSDMCRecert@dhcs.ca.gov.

Provider Enrollment Division

Enclosure(s)

Medi-Cal Requirement for the Drug Medi-Cal Provider Agreement

In accordance with 42 Code of Federal Regulations (CFR) Section 455.105(a), and Welfare and Institutions (W&I) Code Sections 14043.2 and 14043.26, in order to be enrolled as a provider or for enrollment as a provider to continue, an applicant or provider is required to sign a provider agreement and shall disclose all information as required in federal Medicaid regulations and any other information required by the department.

Based upon the authority granted to the Department of Health Care Services (DHCS) director in the W&I Code, Section 14043.75(b), the director has adopted the following form and established procedures and criteria governing their use. These requirements are set forth in W&I Code section 14043.2, and are regulations implementing W&I Code Section 14043.26(a), requiring any newly enrolling or certifying Drug Medi-Cal Clinic (DMC) applicant, enrollment at a new location or a change in location, or any DMC provider already certified for participation in Medi-Cal, and any revalidating DMC provider to submit a fully executed DMC Provider Agreement (DHCS 6009). This bulletin provides information on the requirements necessary to comply with W&I Code section 14043.2, and makes specific the requirements of W&I Code Section 14043.26(a), and has the full force and effect of law effective October 24, 2014.

Background and overview of the new requirement

Assembly Bill 106 (Chapter 32, Statutes of 2011) transferred California's DMC program from the Department of Alcohol and Drug Programs (ADP) to the DHCS effective July 1, 2012. In addition, Senate Bill 1014 (Chapter 36, Statutes of 2012) added Article 3.2 Drug Medi-Cal Treatment Program which charges DHCS to implement DMC services.

Federal Medicaid Regulations 42 CFR 455.105(a) provides that the State Medicaid agency must enter into an agreement with each provider under which the provider agrees to furnish to it, or to the Secretary on request, information related to business transactions in accordance with 42 CFR 455.405(b).

W&I Code section 14043.26 requires that an applicant or provider "shall submit a complete application package for enrollment, continuing enrollment, or enrollment at a new location or change in location." An "application or application package" includes a provider agreement. (W&I Code § 14043.1(c).)

W&I Code 14043.2(a) provides that in order to be enrolled as a provider, or for enrollment as a provider to continue, an applicant or provider may be required to sign a provider agreement and shall disclose all information as required in federal Medicaid regulations and any other information required by the department. The director may designate the form of a provider agreement by provider type.

Requirements for newly certifying or enrolling, enrollment at a new location or a change in location, and for revalidating DMC providers

Effective October 24, 2014, a DMC Provider Agreement (DHCS 6009) is required each time an application package is submitted to DHCS for new certification or enrollment, enrollment at a new location or a change of location and revalidation in the DMC program. A DMC provider agreement is required for each separate business location where an applicant or provider is certified to participate in Medi-Cal.

All applications for new DMC certification or enrollment or for revalidation will not be approved until a fully executed provider agreement is submitted to DHCS. Failure to submit the DMC provider agreement will result in denial of the application and may result in termination as a DMC provider.



FOR STATE USE ONLY

DRUG MEDI-CAL PROVIDER AGREEMENT

(To Accompany Applications for Enrollment or Continued Enrollment)

Do not use staples on this form or on any attachments.

Type or print clearly in ink. If you make corrections, please line through, date and initial in ink.

Date	11/12/2014
------	------------

Do not leave any questions, lines, etc. blank. Enter N/A if not applicable to you.

Legal name of applicant or provider County of Inyo		Business name (if different than legal name) Inyo County Health and Human Services Behavioral Health Division	
Provider number (NPI) 1386902849		Business telephone number (760) 873-6533	
Business address (number, street) 380 N. Mount Whitney Dr.	City Lone Pine	State CA	ZIP code (nine-digit) 93545
Mailing address (number, street, P.O. Box number) 162 Grove Street, Suite J	City Bishop	State CA	ZIP code (nine-digit) 93514
Previous business address (number, street)	City	State	ZIP code (nine-digit)

Taxpayer Identification Number (TIN)*
95-6005445

EXECUTION OF THIS PROVIDER AGREEMENT BETWEEN AN APPLICANT OR PROVIDER (HEREINAFTER JOINTLY REFERRED TO AS "PROVIDER") AND THE DEPARTMENT OF HEALTH CARE SERVICES (HEREINAFTER "DHCS"), IS MANDATORY FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE MEDI-CAL PROGRAM PURSUANT TO UNITED STATES CODE, TITLE 42, § 1396a(a)(27), TITLE 42, CODE OF FEDERAL REGULATIONS, § 431.107, WELFARE AND INSTITUTIONS CODE, § 14043.2, AND CALIFORNIA CODE OF REGULATIONS, TITLE 22, § 51000.30(a)(2).

AS A CONDITION FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE MEDI-CAL PROGRAM, PROVIDER AGREES TO COMPLY WITH ALL OF THE FOLLOWING TERMS AND CONDITIONS, AND WITH ALL OF THE TERMS AND CONDITIONS INCLUDED ON ANY ATTACHMENT(S) HERETO, WHICH IS/ARE INCORPORATED HEREIN BY REFERENCE:

1. Term and Termination. This Agreement will be effective from the date applicant is enrolled as a provider by DHCS, or, from the date provider is approved for continued enrollment. Provider may terminate this Agreement by providing DHCS with written notice of intent to terminate, which termination shall result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program unless and until such time as Provider is re-enrolled by DHCS in the Medi-Cal program. If the written notice of intent to terminate is limited to a satellite site, the immediate disenrollment and exclusion shall apply to that satellite site only and not to the parent site or other satellite site. DHCS may immediately terminate this Agreement for cause if Provider is suspended/excluded for any of the reasons set forth in Paragraph 22(a) below, which termination will result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program. During any period in which the provider is on provisional provider status or preferred provisional provider status, DHCS may terminate this agreement for any of the grounds stated in Welfare and Institutions Code § 14043.27(c).

*The taxpayer identification number may be a taxpayer identification number (TIN) or a social security number for sole proprietors

2. Compliance with Laws and Regulations. Provider agrees to comply with all applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code (commencing with §§ 14000 and 14200), and any applicable rules or regulations promulgated by DHCS pursuant to these Chapters. Provider further agrees that if it violates any of the provisions of Chapters 7 and 8 of the Welfare and Institutions Code, or any other regulations promulgated by DHCS pursuant to these Chapters, it may be subject to all sanctions or other remedies available to DHCS. Provider further agrees to comply with all federal laws and regulations governing and regulating Medicaid providers.

3. National Provider Identifier (NPI). Provider agrees to use an NPI that is appropriately registered with the Centers for Medicare and Medicaid Services (CMS) and is in compliance with all NPI requirements established by CMS. Provider also agrees that any subsequent defect in registration or compliance of the NPI constitutes an "addition or change in the information previously submitted" which must be reported to DHCS under the requirements of California Code of Regulations, title 22, § 51000.40.

4. Forbidden Conduct. Provider agrees that it shall not engage in conduct inimical to the public health, morals, welfare and safety of any Medi-Cal beneficiary, or the fiscal integrity of the Medi-Cal program.

5. Nondiscrimination. Provider agrees that it shall not exclude or deny aid, care, service or other benefits available under Medi-Cal or in any other way discriminate against a person because of that person's race, color, ancestry, marital status, national origin, gender, age, economic status, physical or mental disability, political or religious affiliation or beliefs in accordance with California and federal laws. Provider further agrees that it shall provide aid, care, service, or other benefits available under Medi-Cal to Medi-Cal beneficiaries in the same manner, by the same methods, and at the same scope, level, and quality as provided to the general public.

6. Scope of Health and Medical Care. Provider agrees that the health care services it provides may include diagnostic, preventive, corrective, and curative services, provided by qualified personnel for conditions that cause suffering, endanger life, result in illness or infirmity, interfere with capacity for normal activity, including employment, or for conditions which may develop into some significant handicap or disability. Provider further agrees such health care services shall be subject to prior authorization from a licensed physician to determine medical necessity, where applicable.

7. Licensing. Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, valid and unexpired license(s), certificate(s), or other approval(s) to provide health care services, if required by the state or locality in which Provider is located, or by the Federal Government. Provider further agrees that DHCS shall automatically suspend Provider as a provider in the Medi-Cal program pursuant to Welfare and Institutions Code, § 14043.6, if Provider has license(s), certificate(s), or other approval(s) to provide health care services, which are revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that/those license(s), certificate(s), or approval(s) was pending. Such suspension shall be effective on the date that Provider's license, certificate, or approval was revoked, suspended, lost, or surrendered. Provider further agrees to notify DHCS within ten business days of learning that any restriction has been placed on, or of a suspension of, Provider's license, certificate, or other approval to provide health care. Provider further agrees to provide DHCS complete information related to any restriction to, or revocation or loss of, Provider's license, certificate, or other approval to provide health care services.

8. Insurance. Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, liability insurance with limits as set forth in the application for the business address and, if a licensed practitioner, professional liability (malpractice) insurance coverage from an authorized insurer pursuant to the Insurance Code § 700.

9. Record Keeping and Retention. Provider agrees to make, keep and maintain in a systematic and orderly manner, and have readily retrievable, such records as are necessary to fully disclose the type and extent of all services provided to Medi-Cal beneficiaries, including, but not limited to, the records described in California Code of Regulations, title 22, § 51476, and the records described in Code of Federal Regulations, title 42, § 431.107. Provider further agrees that such records shall be made as required by law, including but not limited to California Code of Regulations, Title 22, §§ 51341.1 and 51476, and if not specifically stated in law, at or near the time at which the services are delivered or rendered, and that such records shall be retained by Provider for a period of three years from the date the services rendered or as otherwise required by law.

10. DHCS, AG, County, and Secretary Access to Records; Copies of Records. Provider agrees to make available, during regular business hours, all pertinent financial records of the requisite insurance coverage, and all records concerning the provision of health care services to Medi-Cal beneficiaries to any duly authorized representative of DHCS, an authorized representative of the county(ies) with which Provider maintains contracts for substance use disorder treatment services, the California Attorney General's Medi-Cal Fraud Unit ("AG"), and the Secretary of the United States Centers for Medicare and Medicaid Services ("Secretary"). Provider further agrees to provide, if requested by any of the above, copies of the records and documentation, and that failure to comply with any request to examine or receive copies of such records shall be grounds for immediate suspension of Provider from participation in the Medi-Cal program. Provider will be reimbursed for reasonable copy costs as determined by DHCS, AG, or Secretary.

11. Confidentiality of Beneficiary Information. Provider agrees that all records of beneficiaries made or acquired by Provider shall be confidential and shall not be released without the written consent of the beneficiary or his/her personal representative, or as otherwise authorized by law.

12. Disclosure of Information to DHCS. Provider agrees to disclose all information as required in Federal Medicaid laws and regulations and any other information required by DHCS, and to respond to all requests from DHCS for information. Provider further agrees that the failure of Provider to disclose the required information or the disclosure of false information shall, prior to any hearing, result in the denial of the application for enrollment or shall be grounds for termination of enrollment status or suspension from the Medi-Cal program, which shall include deactivation of all provider numbers.

13. Information Regarding Subcontractors and Suppliers. Provider agrees to submit, within 35 days of the date of a request by the Secretary or the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the five year period ending on the date of the request.

14. Background Check. Provider agrees that DHCS may conduct a background check on Provider for the purpose of verifying the accuracy of the information provided in the application and in order to prevent fraud or abuse. The background check may include, but not be limited to, the following: (1) on-site inspection prior to enrollment; (2) review of medical and business records; and (3) data searches.

15. Unannounced Visits by DHCS, AG, County, and Secretary. Provider agrees that DHCS, the county(ies) with which Provider maintains contracts for substance use disorder treatment services, AG and/or Secretary may make unannounced visits to Provider, at any of Provider's business locations, before, during or after enrollment, for the purpose of determining whether enrollment, continued enrollment, or certification is warranted, to investigate and prosecute fraud against the Medi-Cal program, to investigate complaints of abuse and neglect of patients in health care facilities receiving payment under the Medi-Cal program, and/or as necessary for the administration of the Medi-Cal program and/or the fulfillment of the AG's powers and duties under Government Code § 12528. Premises subject to inspection include billing agents, as defined in Welfare and Institutions Code § 14040.1. Failure to permit inspection by DHCS, the County, AG or Secretary or any agent, investigator or auditor thereof, shall be grounds for immediate suspension of provider from participation in the Medi-Cal program.

16. Provider Fraud and Abuse. Provider agrees that it shall not engage in or commit fraud or abuse. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law. "Abuse" means either: (1) practices that are inconsistent with sound fiscal or business practices and result in unnecessary cost to the federal Medicaid and Medicare programs, the Medi-Cal program, another state's Medicaid program, or other health care programs operated, or financed in whole or in part, by the federal government or any state or local agency in this state or any other state; or (2) practices that are inconsistent with sound medical practices and result in reimbursement by the federal Medicaid and Medicare programs, the Medi-Cal program or other health care programs operated, or financed in whole or in part, by the federal government or any state or local agency in this state or any other state, for services that are unnecessary or for substandard items or services that fail to meet professionally recognized standards for health care.

17. Investigations of Provider for Fraud or Abuse. Provider certifies that to the best of its knowledge, at the time this Agreement was signed, it was not under investigation for fraud or abuse pursuant to Code of Federal Regulations, title 42, part 455, subpart A (commencing with § 455.12) or under investigation for fraud or abuse by DHCS or any state, local, or

federal government law enforcement agency. Provider further agrees to notify DHCS within ten business days of learning that it is under investigation for fraud or abuse. Provider further agrees that it shall be subject to temporary suspension pursuant to Welfare and Institutions Code, § 14043.36(a), which shall include temporary deactivation of all provider numbers used by Provider for participation in the Medi-Cal program, if it is discovered by DHCS that Provider is under investigation for fraud or abuse. Provider further agrees to cooperate with and assist DHCS and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse.

18. Provider Fraud or Abuse Convictions and/or Civil Fraud or Abuse Liability. Provider certified that it any its owners, officers, directors, medical directors, employees, and agents, have not: (1) been convicted of any felony or misdemeanor involving fraud or abuse in any government program, within the last ten years; or (2) been convicted of any felony or misdemeanor involving abuse of any patient; or (3) been convicted of any felony or misdemeanor substantially related to the qualifications, functions, or duties of a provider; or (4) entered into a settlement in lieu of conviction for fraud or abuse, within the last ten years; or (5) been found liable for fraud or abuse in any civil proceeding within the last ten years. Provider further agrees that DHCS shall not enroll Provider if within the last ten years, Provider has been convicted of any felony or any misdemeanor involving fraud or abuse in any government program, has entered into a settlement in lieu of conviction for fraud or abuse, or has been found liable for fraud or abuse in any civil proceeding.

19. Changes to Provider Information. Provider agrees to keep its application for enrollment in the Medi-Cal program current by informing DHCS, Provider Enrollment Division, in writing on a form or forms to be specified by DHCS, within 35 days of any changes to the information contained in its application for enrollment, its disclosure statement, this Agreement, and/or any attachments to these documents.

20. Prohibition of Rebate, Refund, or Discount. Provider agrees that it shall not offer, give, furnish, or deliver any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal beneficiary. Provider further agrees that it shall not solicit, request, accept, or receive, any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal beneficiary. Provider further agrees that it will not take any other action or receive any other benefit prohibited by state or federal law.

21. Termination of Provisional Provider or Preferred Provisional Provider Status. Provider agrees that, while it is on provisional provider status or preferred provisional provider status, the provider will be subject to immediate termination of its provisional provider status or preferred provisional provider status and disenrollment from the Medi-Cal program in the following circumstances:

(1) The provider, persons with an ownership or control interest in the provider, or persons who are directors, officers, or managing employees of the provider have been convicted of any felony, or convicted of any misdemeanor involving fraud or abuse in any government program, related to neglect or abuse of a patient in connection with the delivery of a health care item or service, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or have been found liable for fraud or abuse in any civil proceeding, or have entered into a settlement in lieu of conviction for fraud or abuse in any government program within 10 years of the date of the application package.

(2) There is a material discrepancy in the information provided to the department, or with the requirements to be enrolled, that is discovered after provisional provider status or preferred provisional provider status has been granted and that cannot be corrected because the discrepancy occurred in the past.

(3) The provider has provided material information that was false or misleading at the time it was provided.

(4) The provider failed to have an established place of business at the business address for which the application package was submitted at the time of any onsite inspection, announced or unannounced visit, or any additional inspection or review conducted pursuant to this article or a statute or regulation governing the Medi-Cal program, unless the practice of the provider's profession or delivery of services, is such that services are rendered or delivered at locations other than the business address and this practice of delivery of services has been disclosed in the application package approved by the department when the provisional provider status of preferred provisional provider status was granted.

(5) The provider meets the definition of a clinic under Health and Safety Code § 1200, but is not licensed as a clinic pursuant to Chapter 1 (commencing with § 1200) of Division 2 of the Health and Safety Code and fails to meet the requirements to qualify for at least one exemption pursuant to the Health and Safety Code § 1206 or 1206.1.

(6) The provider performs clinical laboratory tests or examinations, but it or its personnel do not meet CLIA, and the regulations adopted thereunder, and the state clinical laboratory law, do not possess valid CLIA certificates and clinical laboratory registrations or licenses pursuant to Chapter 3 (commencing with § 1200) of Division 2 of the Business and Professions Code, or are not exempt from licensure as a clinical laboratory under § 1241 of the Business and Professions Code.

(7) The provider fails to possess either of the following:

(a) The appropriate licenses, permits, certificates, or other approvals needed to practice the profession or occupation, or provide the services the provider identified in the application package approved by the department when the provisional provider status or preferred provisional provider status was granted and for the location for which the application was submitted.

(b) The business or zoning permits or other approval necessary to operate a business at the location identified in its application package approved by the department when the provisional provider status or preferred provisional provider status was granted.

(8) The provider, or if the provider is a clinic, group, partnership, corporation, or other association, any officer, director, or shareholder with a 10 percent or greater interest in that organization, commits two or more violations of the federal or state statutes or regulation governing the Medi-Cal program, and the violations demonstrate a pattern or practice of fraud, abuse, or provision of unnecessary or substandard medical services.

(9) The provider commits any violation of a federal or state statute or regulation governing the Medi-Cal program or of a statute or regulation governing the provider's profession or occupation and the violation represents a threat of immediate jeopardy or significant harm to any Medi-Cal beneficiary or to the public welfare.

(10) The provider submits claims for payment that subject a provider to suspension under § 14043.61.

(11) The provider submits claims for payment for services, goods, supplies, or merchandise rendered at a location other than the location for which the provider number was issued, unless the practice of the provider's profession or delivery of services, goods, supplies, or merchandise is such that services, goods, supplies, or merchandise are rendered or delivered at locations other than the business address and this practice or delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status was granted.

(12) The provider has not paid its fine, or has a debt due and owing, including overpayments and penalty assessments, to any federal, state, or local government entity that relates to Medicare, Medicaid, Medi-Cal, or any other federal or state health care program, and has not made satisfactory arrangements to fulfill the obligation or otherwise been excused by legal process from fulfilling the obligation.

22. Provider Suspension; Appeal Rights; Reinstatement. Provider agrees that it is to be subject to the following suspension actions. Provider further agrees that the suspension by DHCS of Provider shall include deactivation of all of Provider's provider numbers used in the Medi-Cal program.

a. Automatic Suspensions/Mandatory Exclusions. DHCS shall automatically suspend Provider under the following circumstances:

(1) Upon notice from the Secretary of the United States Department of Health and Human Services that Provider has been excluded from participation in the Medicare or Medicaid programs. No administrative appeal of a suspension on this ground shall be available to Provider. (Welfare and Institutions Code, § 14123 (b)-(c).)

(2) If Provider has license(s), certificate(s), or other approval(s) to provide health care services, revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority; has otherwise lost that/those license(s), certificate(s), or approval(s); or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that license, certificate, or approval was pending. (Welfare and Institutions Code, § 14043.6.)

(3) If Provider is convicted of any felony or any misdemeanor involving fraud, abuse of the Medi-Cal program or any patient, or otherwise substantially related to the qualifications, functions, or duties of a provider of service. Suspension following conviction is not subject to the proceedings under Welfare and Institutions Code, § 14123(c). However, the director may grant an informal hearing at the request of the provider to determine in the director's sole discretion if the circumstances surrounding the conviction justify rescinding or otherwise modifying the suspension.

b. Permissive Suspensions/Permissive Exclusions. DHCS may suspend Provider under the following circumstances:

(1) Provider violates any of the provisions of Chapter 7 of the Welfare and Institutions Code (commencing with § 14000 except for §§ 14043–14044), or Chapter 8 (commencing with § 14200) or any rule or regulations promulgated by DHCS pursuant to those provisions. Administrative appeal pursuant to Health and Safety Code, § 100171. (Welfare and Institutions Code, § 14123 (a),(c).)

(2) Provider fails to comply with DHCS' request to examine or receive copies of the books and records pertaining to services rendered to Medi-Cal beneficiaries. Administrative appeal.

c. Temporary Suspension. DHCS shall temporarily suspend Provider under the following circumstances:

(1) Provider fails to disclose all information as required in federal Medicaid regulations or any other information required by DHCS, or discloses false information. Administrative appeal pursuant to Welfare and Institutions Code, § 14043.65. (Welfare and Institutions Code, § 14043.2(a).)

(2) Provider is under investigation for fraud or abuse. Administrative appeal pursuant to Welfare and Institutions Code, § 14043.65. (Welfare and Institutions Code, § 14043.36(a).)

(3) Provider fails to remediate discrepancies discovered as a result of an unannounced visit to Provider. Administrative appeal pursuant to Welfare and Institutions Code, § 14043.65. (Welfare and Institutions Code, § 14043.7(c).)

(4) Prior to a hearing and when the director determines it is necessary to protect the public welfare or the interests of the Medi-Cal program. (Welfare and Institutions Code, § 14123(c).)

(5) Provider submits claims for payment to the County or DHCS for the services, goods, supplies or merchandise provided, directly or indirectly, to a Medi-Cal beneficiary, by an individual or entity that is suspended, excluded or otherwise ineligible because of sanction to receive, directly or indirectly, reimbursement from the Medi-Cal program and the individual or entity is listed on the Suspended and Ineligible Provider List or any list published by the federal Office of the Inspector General or the Department of Health and Human Services. Appeal pursuant to Welfare and Institutions Code, § 14043.65. (Welfare and Institutions Code, § 14043.61)

(6) Provider fails to comply with DHCS' request to examine or receive copies of the books and records pertaining to services rendered to Medi-Cal beneficiaries. (Welfare and Institutions Code, § 14124.2)

23. Liability of Clinic and Satellite Providers. Provider agrees that, each person with an ownership or control interest in the clinic or satellite site, agent, and managing employee is jointly and severally liable for any breach of this Agreement, and that action by DHCS against a person with an ownership or control interest, agent, or managing employee may result in action against all of the persons with an ownership or control interest, agents, and managing employees of the clinic or satellite site.

24. Legislative and Congressional Changes. Provider agrees that this Agreement is subject to any future additional

requirements, restrictions, limitations, or conditions enacted by the California Legislature or the United States Congress which may affect the provisions, terms, conditions, or funding of this Agreement in any manner.

25. Provider Capacity. Provider agrees that Provider, and the officers, directors, employees, and agents of Provider, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

26. Indemnification. Provider agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying services, materials, or supplies in connection with Provider's performance of this Agreement, and from any and all claims and losses accruing or resulting to any Medi-Cal beneficiary, or to any other person, firm, or corporation who may be injured or damaged by Provider in the performance of this Agreement.

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

28. Venue. Venue for all actions, including federal actions, concerning this Agreement, lies in Sacramento County, California, or in any other county in which the California Department of Justice maintains an office.

29. Titles. The titles of the provisions of this Agreement are for convenience and reference only and are not to be considered in interpreting this Agreement.

30. Severability. If one or more of the provisions of this Agreement shall be invalid, illegal, void, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Either party having knowledge of such a provision shall promptly inform the other of the presumed nonapplicability of such provision. Should the nonapplicable provision go to the heart of this Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties.

31. Waiver. Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this Agreement, shall not be interpreted to be a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.

32. Complete Integration. This Agreement, including any attachments or documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of this Agreement.

33. Amendment. No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.

34. Provider Attestation. Provider agrees that all information it submits on the application form for enrollment, this Agreement, and all attachments or changes to either, is true, accurate, and complete to the best of Provider's knowledge and belief. Provider further agrees to sign the application form for enrollment, this Agreement, and all attachments or changes to either, under penalty of perjury under the laws of the State of California.

Provider agrees that compliance with the provisions of this agreement is a condition precedent to payment to provider.

The parties agree that this agreement is a legal and binding document and is fully enforceable in a court of competent jurisdiction. The provider signing this agreement warrants that he/she has read this agreement and understands it.

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true, accurate, and complete to the best of my knowledge and belief.

I declare I am the provider or I have the authority to legally bind the provider, which is an entity and not an individual person and that I am eligible to sign this agreement under California Code of Regulations, title 22, § 51000.30(a)(2)(B).

1. Printed legal name of provider

County of Inyo

2. Printed name of person signing this declaration on behalf of provider (if an entity or business name is listed in Item 1 above)

Jean Turner

3. Original signature of provider or representative if this provider is an entity other than an individual person as sole proprietor

4. Title of person signing this declaration

Director, Inyo County Health and Human Services Department

5. Executed at: Bishop, CA on / /
(City) (State) (Date)

6. Notary Public:

Applicants and providers licensed pursuant to Division 2 (commencing with § 500) of the Business and Professions Code, the Osteopathic Initiative Act, or the Chiropractic Initiative Act ARE NOT REQUIRED to have this form notarized. If notarization is required, the Certificate of Acknowledgement signed by the Notary Public must be in the form specified in the Civil Code § 1189.

Privacy Statement
(Civil Code § 1798 et. seq.)

All information requested on the application, the disclosure statement, and the provider agreement is mandatory, including the social security number for any person other than the person or entity for whom an IRS Form 1099 must be provided by the Department pursuant to 26 USC 6041. This information is required by the Department of Health Care Services, Provider Enrollment Division, by the authority of Welfare and Institutions Code § 14043.2(a). The consequences of not supplying the mandatory information, including social security number, requested are denial of enrollment as a Medi-Cal provider or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider. Any information provided will be used to verify eligibility to participate as a provider in the Medi-Cal program. Any information may also be provided to the State Controller's Office, the California Department of Justice, the Department of Consumer Affairs, the Department of Corporations, or other state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, and licensing programs in other states. For more information or access to records containing your personal information maintained by this agency, contact the Provider Enrollment Division at (916) 323-1945.



FOR STATE USE ONLY

DRUG MEDI-CAL PROVIDER AGREEMENT

(To Accompany Applications for Enrollment or Continued Enrollment)

Do not use staples on this form or on any attachments.

Type or print clearly in ink. If you make corrections, please line through, date and initial in ink.

Do not leave any questions, lines, etc. blank. Enter N/A if not applicable to you.

Date	11/12/2014
------	------------

Legal name of applicant or provider County of Inyo		Business name (if different than legal name) Inyo County Health and Human Services Behavioral Health Division	
Provider number (NPI) 1518225192		Business telephone number (760) 873-6533	
Business address (number, street) 162 Grove Street, Suite J	City Bishop	State CA	ZIP code (nine-digit) 93514
Mailing address (number, street, P.O. Box number)	City	State	ZIP code (nine-digit)
Previous business address (number, street)	City	State	ZIP code (nine-digit)

Taxpayer Identification Number (TIN)*

95-6005445

EXECUTION OF THIS PROVIDER AGREEMENT BETWEEN AN APPLICANT OR PROVIDER (HEREINAFTER JOINTLY REFERRED TO AS "PROVIDER") AND THE DEPARTMENT OF HEALTH CARE SERVICES (HEREINAFTER "DHCS"), IS MANDATORY FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE MEDI-CAL PROGRAM PURSUANT TO UNITED STATES CODE, TITLE 42, § 1396a(a)(27), TITLE 42, CODE OF FEDERAL REGULATIONS, § 431.107, WELFARE AND INSTITUTIONS CODE, § 14043.2, AND CALIFORNIA CODE OF REGULATIONS, TITLE 22, § 51000.30(a)(2).

AS A CONDITION FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE MEDI-CAL PROGRAM, PROVIDER AGREES TO COMPLY WITH ALL OF THE FOLLOWING TERMS AND CONDITIONS, AND WITH ALL OF THE TERMS AND CONDITIONS INCLUDED ON ANY ATTACHMENT(S) HERETO, WHICH IS/ARE INCORPORATED HEREIN BY REFERENCE:

1. Term and Termination. This Agreement will be effective from the date applicant is enrolled as a provider by DHCS, or, from the date provider is approved for continued enrollment. Provider may terminate this Agreement by providing DHCS with written notice of intent to terminate, which termination shall result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program unless and until such time as Provider is re-enrolled by DHCS in the Medi-Cal program. If the written notice of intent to terminate is limited to a satellite site, the immediate disenrollment and exclusion shall apply to that satellite site only and not to the parent site or other satellite site. DHCS may immediately terminate this Agreement for cause if Provider is suspended/excluded for any of the reasons set forth in Paragraph 22(a) below, which termination will result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program. During any period in which the provider is on provisional provider status or preferred provisional provider status, DHCS may terminate this agreement for any of the grounds stated in Welfare and Institutions Code § 14043.27(c).

*The taxpayer identification number may be a taxpayer identification number (TIN) or a social security number for sole proprietors

2. Compliance with Laws and Regulations. Provider agrees to comply with all applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code (commencing with §§ 14000 and 14200), and any applicable rules or regulations promulgated by DHCS pursuant to these Chapters. Provider further agrees that if it violates any of the provisions of Chapters 7 and 8 of the Welfare and Institutions Code, or any other regulations promulgated by DHCS pursuant to these Chapters, it may be subject to all sanctions or other remedies available to DHCS. Provider further agrees to comply with all federal laws and regulations governing and regulating Medicaid providers.

3. National Provider Identifier (NPI). Provider agrees to use an NPI that is appropriately registered with the Centers for Medicare and Medicaid Services (CMS) and is in compliance with all NPI requirements established by CMS. Provider also agrees that any subsequent defect in registration or compliance of the NPI constitutes an "addition or change in the information previously submitted" which must be reported to DHCS under the requirements of California Code of Regulations, title 22, § 51000.40.

4. Forbidden Conduct. Provider agrees that it shall not engage in conduct inimical to the public health, morals, welfare and safety of any Medi-Cal beneficiary, or the fiscal integrity of the Medi-Cal program.

5. Nondiscrimination. Provider agrees that it shall not exclude or deny aid, care, service or other benefits available under Medi-Cal or in any other way discriminate against a person because of that person's race, color, ancestry, marital status, national origin, gender, age, economic status, physical or mental disability, political or religious affiliation or beliefs in accordance with California and federal laws. Provider further agrees that it shall provide aid, care, service, or other benefits available under Medi-Cal to Medi-Cal beneficiaries in the same manner, by the same methods, and at the same scope, level, and quality as provided to the general public.

6. Scope of Health and Medical Care. Provider agrees that the health care services it provides may include diagnostic, preventive, corrective, and curative services, provided by qualified personnel for conditions that cause suffering, endanger life, result in illness or infirmity, interfere with capacity for normal activity, including employment, or for conditions which may develop into some significant handicap or disability. Provider further agrees such health care services shall be subject to prior authorization from a licensed physician to determine medical necessity, where applicable.

7. Licensing. Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, valid and unexpired license(s), certificate(s), or other approval(s) to provide health care services, if required by the state or locality in which Provider is located, or by the Federal Government. Provider further agrees that DHCS shall automatically suspend Provider as a provider in the Medi-Cal program pursuant to Welfare and Institutions Code, § 14043.6, if Provider has license(s), certificate(s), or other approval(s) to provide health care services, which are revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that/those license(s), certificate(s), or approval(s) was pending. Such suspension shall be effective on the date that Provider's license, certificate, or approval was revoked, suspended, lost, or surrendered. Provider further agrees to notify DHCS within ten business days of learning that any restriction has been placed on, or of a suspension of, Provider's license, certificate, or other approval to provide health care. Provider further agrees to provide DHCS complete information related to any restriction to, or revocation or loss of, Provider's license, certificate, or other approval to provide health care services.

8. Insurance. Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, liability insurance with limits as set forth in the application for the business address and, if a licensed practitioner, professional liability (malpractice) insurance coverage from an authorized insurer pursuant to the Insurance Code § 700.

9. Record Keeping and Retention. Provider agrees to make, keep and maintain in a systematic and orderly manner, and have readily retrievable, such records as are necessary to fully disclose the type and extent of all services provided to Medi-Cal beneficiaries, including, but not limited to, the records described in California Code of Regulations, title 22, § 51476, and the records described in Code of Federal Regulations, title 42, § 431.107. Provider further agrees that such records shall be made as required by law, including but not limited to California Code of Regulations, Title 22, §§ 51341.1 and 51476, and if not specifically stated in law, at or near the time at which the services are delivered or rendered, and that such records shall be retained by Provider for a period of three years from the date the services rendered or as otherwise required by law.

10. DHCS, AG, County, and Secretary Access to Records; Copies of Records. Provider agrees to make available, during regular business hours, all pertinent financial records of the requisite insurance coverage, and all records concerning the provision of health care services to Medi-Cal beneficiaries to any duly authorized representative of DHCS, an authorized representative of the county(ies) with which Provider maintains contracts for substance use disorder treatment services, the California Attorney General's Medi-Cal Fraud Unit ("AG"), and the Secretary of the United States Centers for Medicare and Medicaid Services ("Secretary"). Provider further agrees to provide, if requested by any of the above, copies of the records and documentation, and that failure to comply with any request to examine or receive copies of such records shall be grounds for immediate suspension of Provider from participation in the Medi-Cal program. Provider will be reimbursed for reasonable copy costs as determined by DHCS, AG, or Secretary.

11. Confidentiality of Beneficiary Information. Provider agrees that all records of beneficiaries made or acquired by Provider shall be confidential and shall not be released without the written consent of the beneficiary or his/her personal representative, or as otherwise authorized by law.

12. Disclosure of Information to DHCS. Provider agrees to disclose all information as required in Federal Medicaid laws and regulations and any other information required by DHCS, and to respond to all requests from DHCS for information. Provider further agrees that the failure of Provider to disclose the required information or the disclosure of false information shall, prior to any hearing, result in the denial of the application for enrollment or shall be grounds for termination of enrollment status or suspension from the Medi-Cal program, which shall include deactivation of all provider numbers.

13. Information Regarding Subcontractors and Suppliers. Provider agrees to submit, within 35 days of the date of a request by the Secretary or the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the five year period ending on the date of the request.

14. Background Check. Provider agrees that DHCS may conduct a background check on Provider for the purpose of verifying the accuracy of the information provided in the application and in order to prevent fraud or abuse. The background check may include, but not be limited to, the following: (1) on-site inspection prior to enrollment; (2) review of medical and business records; and (3) data searches.

15. Unannounced Visits by DHCS, AG, County, and Secretary. Provider agrees that DHCS, the county(ies) with which Provider maintains contracts for substance use disorder treatment services, AG and/or Secretary may make unannounced visits to Provider, at any of Provider's business locations, before, during or after enrollment, for the purpose of determining whether enrollment, continued enrollment, or certification is warranted, to investigate and prosecute fraud against the Medi-Cal program, to investigate complaints of abuse and neglect of patients in health care facilities receiving payment under the Medi-Cal program, and/or as necessary for the administration of the Medi-Cal program and/or the fulfillment of the AG's powers and duties under Government Code § 12528. Premises subject to inspection include billing agents, as defined in Welfare and Institutions Code § 14040.1. Failure to permit inspection by DHCS, the County, AG or Secretary or any agent, investigator or auditor thereof, shall be grounds for immediate suspension of provider from participation in the Medi-Cal program.

16. Provider Fraud and Abuse. Provider agrees that it shall not engage in or commit fraud or abuse. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law. "Abuse" means either: (1) practices that are inconsistent with sound fiscal or business practices and result in unnecessary cost to the federal Medicaid and Medicare programs, the Medi-Cal program, another state's Medicaid program, or other health care programs operated, or financed in whole or in part, by the federal government or any state or local agency in this state or any other state; or (2) practices that are inconsistent with sound medical practices and result in reimbursement by the federal Medicaid and Medicare programs, the Medi-Cal program or other health care programs operated, or financed in whole or in part, by the federal government or any state or local agency in this state or any other state, for services that are unnecessary or for substandard items or services that fail to meet professionally recognized standards for health care.

17. Investigations of Provider for Fraud or Abuse. Provider certifies that to the best of its knowledge, at the time this Agreement was signed, it was not under investigation for fraud or abuse pursuant to Code of Federal Regulations, title 42, part 455, subpart A (commencing with § 455.12) or under investigation for fraud or abuse by DHCS or any state, local, or

federal government law enforcement agency. Provider further agrees to notify DHCS within ten business days of learning that it is under investigation for fraud or abuse. Provider further agrees that it shall be subject to temporary suspension pursuant to Welfare and Institutions Code, § 14043.36(a), which shall include temporary deactivation of all provider numbers used by Provider for participation in the Medi-Cal program, if it is discovered by DHCS that Provider is under investigation for fraud or abuse. Provider further agrees to cooperate with and assist DHCS and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse.

18. Provider Fraud or Abuse Convictions and/or Civil Fraud or Abuse Liability. Provider certified that it any its owners, officers, directors, medical directors, employees, and agents, have not: (1) been convicted of any felony or misdemeanor involving fraud or abuse in any government program, within the last ten years; or (2) been convicted of any felony or misdemeanor involving abuse of any patient; or (3) been convicted of any felony or misdemeanor substantially related to the qualifications, functions, or duties of a provider; or (4) entered into a settlement in lieu of conviction for fraud or abuse, within the last ten years; or (5) been found liable for fraud or abuse in any civil proceeding within the last ten years. Provider further agrees that DHCS shall not enroll Provider if within the last ten years, Provider has been convicted of any felony or any misdemeanor involving fraud or abuse in any government program, has entered into a settlement in lieu of conviction for fraud or abuse, or has been found liable for fraud or abuse in any civil proceeding.

19. Changes to Provider Information. Provider agrees to keep its application for enrollment in the Medi-Cal program current by informing DHCS, Provider Enrollment Division, in writing on a form or forms to be specified by DHCS, within 35 days of any changes to the information contained in its application for enrollment, its disclosure statement, this Agreement, and/or any attachments to these documents.

20. Prohibition of Rebate, Refund, or Discount. Provider agrees that it shall not offer, give, furnish, or deliver any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal beneficiary. Provider further agrees that it shall not solicit, request, accept, or receive, any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal beneficiary. Provider further agrees that it will not take any other action or receive any other benefit prohibited by state or federal law.

21. Termination of Provisional Provider or Preferred Provisional Provider Status. Provider agrees that, while it is on provisional provider status or preferred provisional provider status, the provider will be subject to immediate termination of its provisional provider status or preferred provisional provider status and disenrollment from the Medi-Cal program in the following circumstances:

- (1) The provider, persons with an ownership or control interest in the provider, or persons who are directors, officers, or managing employees of the provider have been convicted of any felony, or convicted of any misdemeanor involving fraud or abuse in any government program, related to neglect or abuse of a patient in connection with the delivery of a health care item or service, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or have been found liable for fraud or abuse in any civil proceeding, or have entered into a settlement in lieu of conviction for fraud or abuse in any government program within 10 years of the date of the application package.
- (2) There is a material discrepancy in the information provided to the department, or with the requirements to be enrolled, that is discovered after provisional provider status or preferred provisional provider status has been granted and that cannot be corrected because the discrepancy occurred in the past.
- (3) The provider has provided material information that was false or misleading at the time it was provided.
- (4) The provider failed to have an established place of business at the business address for which the application package was submitted at the time of any onsite inspection, announced or unannounced visit, or any additional inspection or review conducted pursuant to this article or a statute or regulation governing the Medi-Cal program, unless the practice of the provider's profession or delivery of services, is such that services are rendered or delivered at locations other than the business address and this practice of delivery of services has been disclosed in the application package approved by the department when the provisional provider status of preferred provisional provider status was granted.

(5) The provider meets the definition of a clinic under Health and Safety Code § 1200, but is not licensed as a clinic pursuant to Chapter 1 (commencing with § 1200) of Division 2 of the Health and Safety Code and fails to meet the requirements to qualify for at least one exemption pursuant to the Health and Safety Code § 1206 or 1206.1.

(6) The provider performs clinical laboratory tests or examinations, but it or its personnel do not meet CLIA, and the regulations adopted thereunder, and the state clinical laboratory law, do not possess valid CLIA certificates and clinical laboratory registrations or licenses pursuant to Chapter 3 (commencing with § 1200) of Division 2 of the Business and Professions Code, or are not exempt from licensure as a clinical laboratory under § 1241 of the Business and Professions Code.

(7) The provider fails to possess either of the following:

(a) The appropriate licenses, permits, certificates, or other approvals needed to practice the profession or occupation, or provide the services the provider identified in the application package approved by the department when the provisional provider status or preferred provisional provider status was granted and for the location for which the application was submitted.

(b) The business or zoning permits or other approval necessary to operate a business at the location identified in its application package approved by the department when the provisional provider status or preferred provisional provider status was granted.

(8) The provider, or if the provider is a clinic, group, partnership, corporation, or other association, any officer, director, or shareholder with a 10 percent or greater interest in that organization, commits two or more violations of the federal or state statutes or regulation governing the Medi-Cal program, and the violations demonstrate a pattern or practice of fraud, abuse, or provision of unnecessary or substandard medical services.

(9) The provider commits any violation of a federal or state statute or regulation governing the Medi-Cal program or of a statute or regulation governing the provider's profession or occupation and the violation represents a threat of immediate jeopardy or significant harm to any Medi-Cal beneficiary or to the public welfare.

(10) The provider submits claims for payment that subject a provider to suspension under § 14043.61.

(11) The provider submits claims for payment for services, goods, supplies, or merchandise rendered at a location other than the location for which the provider number was issued, unless the practice of the provider's profession or delivery of services, goods, supplies, or merchandise is such that services, goods, supplies, or merchandise are rendered or delivered at locations other than the business address and this practice or delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status was granted.

(12) The provider has not paid its fine, or has a debt due and owing, including overpayments and penalty assessments, to any federal, state, or local government entity that relates to Medicare, Medicaid, Medi-Cal, or any other federal or state health care program, and has not made satisfactory arrangements to fulfill the obligation or otherwise been excused by legal process from fulfilling the obligation.

22. Provider Suspension; Appeal Rights; Reinstatement. Provider agrees that it is to be subject to the following suspension actions. Provider further agrees that the suspension by DHCS of Provider shall include deactivation of all of Provider's provider numbers used in the Medi-Cal program.

a. **Automatic Suspensions/Mandatory Exclusions.** DHCS shall automatically suspend Provider under the following circumstances:

(1) Upon notice from the Secretary of the United States Department of Health and Human Services that Provider has been excluded from participation in the Medicare or Medicaid programs. No administrative appeal of a suspension on this ground shall be available to Provider. (Welfare and Institutions Code, § 14123 (b)-(c).)

(2) If Provider has license(s), certificate(s), or other approval(s) to provide health care services, revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority; has otherwise lost that/those license(s), certificate(s), or approval(s); or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that license, certificate, or approval was pending. (Welfare and Institutions Code, § 14043.6.)

(3) If Provider is convicted of any felony or any misdemeanor involving fraud, abuse of the Medi-Cal program or any patient, or otherwise substantially related to the qualifications, functions, or duties of a provider of service. Suspension following conviction is not subject to the proceedings under Welfare and Institutions Code, § 14123(c). However, the director may grant an informal hearing at the request of the provider to determine in the director's sole discretion if the circumstances surrounding the conviction justify rescinding or otherwise modifying the suspension.

b. Permissive Suspensions/Permissive Exclusions. DHCS may suspend Provider under the following circumstances:

(1) Provider violates any of the provisions of Chapter 7 of the Welfare and Institutions Code (commencing with § 14000 except for §§ 14043–14044), or Chapter 8 (commencing with § 14200) or any rule or regulations promulgated by DHCS pursuant to those provisions. Administrative appeal pursuant to Health and Safety Code, § 100171. (Welfare and Institutions Code, § 14123 (a),(c).)

(2) Provider fails to comply with DHCS' request to examine or receive copies of the books and records pertaining to services rendered to Medi-Cal beneficiaries. Administrative appeal.

c. Temporary Suspension. DHCS shall temporarily suspend Provider under the following circumstances:

(1) Provider fails to disclose all information as required in federal Medicaid regulations or any other information required by DHCS, or discloses false information. Administrative appeal pursuant to Welfare and Institutions Code, § 14043.65. (Welfare and Institutions Code, § 14043.2(a).)

(2) Provider is under investigation for fraud or abuse. Administrative appeal pursuant to Welfare and Institutions Code, § 14043.65. (Welfare and Institutions Code, § 14043.36(a).)

(3) Provider fails to remediate discrepancies discovered as a result of an unannounced visit to Provider. Administrative appeal pursuant to Welfare and Institutions Code, § 14043.65. (Welfare and Institutions Code, § 14043.7(c).)

(4) Prior to a hearing and when the director determines it is necessary to protect the public welfare or the interests of the Medi-Cal program. (Welfare and Institutions Code, §14123(c).)

(5) Provider submits claims for payment to the County or DHCS for the services, goods, supplies or merchandise provided, directly or indirectly, to a Medi-Cal beneficiary, by an individual or entity that is suspended, excluded or otherwise ineligible because of sanction to receive, directly or indirectly, reimbursement from the Medi-Cal program and the individual or entity is listed on the Suspended and Ineligible Provider List or any list published by the federal Office of the Inspector General or the Department of Health and Human Services. Appeal pursuant to Welfare and Institutions Code, § 14043.65. (Welfare and Institutions Code, § 14043.61)

(6) Provider fails to comply with DHCS' request to examine or receive copies of the books and records pertaining to services rendered to Medi-Cal beneficiaries. (Welfare and Institutions Code, § 14124.2)

23. Liability of Clinic and Satellite Providers. Provider agrees that, each person with an ownership or control interest in the clinic or satellite site, agent, and managing employee is jointly and severally liable for any breach of this Agreement, and that action by DHCS against a person with an ownership or control interest, agent, or managing employee may result in action against all of the persons with an ownership or control interest, agents, and managing employees of the clinic or satellite site.

24. Legislative and Congressional Changes. Provider agrees that this Agreement is subject to any future additional

requirements, restrictions, limitations, or conditions enacted by the California Legislature or the United States Congress which may affect the provisions, terms, conditions, or funding of this Agreement in any manner.

25. Provider Capacity. Provider agrees that Provider, and the officers, directors, employees, and agents of Provider, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

26. Indemnification. Provider agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying services, materials, or supplies in connection with Provider's performance of this Agreement, and from any and all claims and losses accruing or resulting to any Medi-Cal beneficiary, or to any other person, firm, or corporation who may be injured or damaged by Provider in the performance of this Agreement.

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

28. Venue. Venue for all actions, including federal actions, concerning this Agreement, lies in Sacramento County, California, or in any other county in which the California Department of Justice maintains an office.

29. Titles. The titles of the provisions of this Agreement are for convenience and reference only and are not to be considered in interpreting this Agreement.

30. Severability. If one or more of the provisions of this Agreement shall be invalid, illegal, void, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Either party having knowledge of such a provision shall promptly inform the other of the presumed nonapplicability of such provision. Should the nonapplicable provision go to the heart of this Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties.

31. Waiver. Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this Agreement, shall not be interpreted to be a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.

32. Complete Integration. This Agreement, including any attachments or documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of this Agreement.

33. Amendment. No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.

34. Provider Attestation. Provider agrees that all information it submits on the application form for enrollment, this Agreement, and all attachments or changes to either, is true, accurate, and complete to the best of Provider's knowledge and belief. Provider further agrees to sign the application form for enrollment, this Agreement, and all attachments or changes to either, under penalty of perjury under the laws of the State of California.

Provider agrees that compliance with the provisions of this agreement is a condition precedent to payment to provider.

The parties agree that this agreement is a legal and binding document and is fully enforceable in a court of competent jurisdiction. The provider signing this agreement warrants that he/she has read this agreement and understands it.

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true, accurate, and complete to the best of my knowledge and belief.

I declare I am the provider or I have the authority to legally bind the provider, which is an entity and not an individual person and that I am eligible to sign this agreement under California Code of Regulations, title 22, § 51000.30(a)(2)(B).

1. Printed legal name of provider

County of Inyo

2. Printed name of person signing this declaration on behalf of provider (if an entity or business name is listed in Item 1 above)

Jean Turner

3. Original signature of provider or representative if this provider is an entity other than an individual person as sole proprietor

4. Title of person signing this declaration

Director, Inyo County Health and Human Services Department

5. Executed at: Bishop, CA on / /
(City) (State) (Date)

6. Notary Public:

Applicants and providers licensed pursuant to Division 2 (commencing with § 500) of the Business and Professions Code, the Osteopathic Initiative Act, or the Chiropractic Initiative Act ARE NOT REQUIRED to have this form notarized. If notarization is required, the Certificate of Acknowledgement signed by the Notary Public must be in the form specified in the Civil Code § 1189.

**Privacy Statement
(Civil Code § 1798 et. seq.)**

All information requested on the application, the disclosure statement, and the provider agreement is mandatory, including the social security number for any person other than the person or entity for whom an IRS Form 1099 must be provided by the Department pursuant to 26 USC 6041. This information is required by the Department of Health Care Services, Provider Enrollment Division, by the authority of Welfare and Institutions Code § 14043.2(a). The consequences of not supplying the mandatory information, including social security number, requested are denial of enrollment as a Medi-Cal provider or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider. Any information provided will be used to verify eligibility to participate as a provider in the Medi-Cal program. Any information may also be provided to the State Controller's Office, the California Department of Justice, the Department of Consumer Affairs, the Department of Corporations, or other state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, and licensing programs in other states. For more information or access to records containing your personal information maintained by this agency, contact the Provider Enrollment Division at (916) 323-1945.



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: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Renewable Energy Planning Grant Phase IIB – Contract with Helix Environmental Planning, Inc. for the Provision of Planning Services

DEPARTMENTAL RECOMMENDATION:

Request the Board approve the sole-source contract between the County of Inyo and Helix Environmental Planning, Inc. for the provision of planning services for the Renewable Energy Planning Grant Phase IIB, in an amount not to exceed \$320,000 for the period of December 1, 2014 through June 30, 2016, and authorize the Chairperson to sign, contingent upon adoption of future budgets and obtaining appropriate signatures.

SUMMARY DISCUSSION:

The County is currently implementing a Renewable Energy Planning Grant from the California Energy Commission (CEC) to update the County's rescinded Renewable Energy General Plan Amendment (REGPA) and prepare an associated Environmental Impact Report (EIR). The CEC issued a Program Opportunity Notice for additional funding earlier this year, known as Renewable Energy Planning Grant (REPG) Phase IIB. On March 18, the Board authorized submittal of an application for \$400,000 to undertake more focused renewable energy planning in the Owens Valley and Owens Lake, including extensive data collection, mapping, Geographic Information System (GIS) analysis, and public outreach tasks. On June 18, the CEC awarded Inyo County a \$400,000 grant to implement its proposal. On July 15, the Board reviewed the scope of work and provided input. The grant award was executed on July 24.

The Grant Award includes \$320,000 for consultant assistance. County staff has worked with Helix Environmental Planning, Inc. (i.e., the consultant working on the REGPA) to develop a scope of work for the REPG Phase IIB. Helix has included Ms. Susan Carpenter on the team to participate in the outreach components.

During the Request for Proposal process to procure a consultant to assist in the development of the REGPA and EIR, Helix demonstrated a clear and unique expertise in environmental impact analysis, planning, GIS mapping and data collection, and stakeholder outreach compared to other contractors in the same field. Due to Helix's previous and detailed experience with the REGPA, the firm retains a specialized knowledge of the biological resources, cultural resources, visual resources, and land uses analyzed in the first phase of the grant that would have to be relearned at great expense and time by another contractor. Since the data that will be collected and analyzed in the REPG is complementary to the REGPA, Helix's firsthand knowledge is irreplaceable. Helix also has the previous experience working within the parameters of the CEC's grant program. As Helix has clearly demonstrated specialized expertise in environmental

planning, GIS mapping, and stakeholder outreach, and retains intimate knowledge of the REGPA, staff recommends a sole source contract to assist with implementation of the REPG Phase IIB.

ALTERNATIVES:

Do NOT approve the recommended consultant and to NOT approve the attached contract. This option is not recommended due to scheduling constraints and because the required level of expertise and technical environmental information (i.e., biology, cultural, socioeconomics, etc.) for the project is not readily available amongst County staff, and the Helix team has extensive knowledge of renewable energy and other germane issues in the Owens Valley and Owens Lake through its previous work with the County.

OTHER AGENCY INVOLVEMENT:

Inyo County Counsel, Auditor, Public Works Department, Administrator, and numerous other State and local agencies (e.g., CEC, California Department of Fish and Wildlife, Bureau of Land Management, etc.).

FINANCING:

The County's cost to implement the scope of work is being offset by the grant. The Planning Department budget for fiscal year 2014-15 includes \$150,000 in Object Code 5265 (Professional Services) for the consultant and \$150,000 in Revenue Code 4498 (State Grants) to offset this cost. (023800)

<u>APPROVALS</u>	
COUNTY COUNSEL: <i>Approved 10/29/14</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>[Signature]</i> 10/30/2014
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <i>[Signature]</i>

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

John Hart
Attachment: Contract

Date: *11/6/14*

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX ENVIRONMENTAL PLANNING, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: DECEMBER 1, 2014 **TO:** JUNE 30, 2016

SCOPE OF WORK:

Helix Environmental Planning, Inc. will complete the tasks in the scope of work (Exhibit 1) pursuant to the Grant Agreement between Inyo County and the California Energy Commission (CEC) (Exhibit 2), except as may be modified by Inyo County and the CEC with the consent of Helix Environmental Planning, Inc.

Exhibit 1 Scope of Work

Task 1.1 – Kick-off Meeting

The administrative portion of the meeting is likely to include, but not be limited to, the following:

- Discussion of the terms and conditions of the Agreement
- Discussion of Critical Project Review
- Permit documentation, as needed/identified by the County
- Discussion of subcontracts in place to carry out project

The technical portion of the meeting is likely to include, but not be limited to, the following:

- The CEC's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products
- Discussion of Progress Reports
- Discussion of Technical Products outlined in the Scope of Work
- Discussion of the Final Report

The CEC shall:

- Designate the date and location of the kick-off meeting. Prior to the kick-off meeting, the CEC will provide an agenda to all potential meeting participants.

HELIX shall:

- Staff the kick-off meeting and assume the kick-off meeting will occur either via conference call and/or web-ex or in person in the greater Sacramento area (i.e., CEC offices).

Task 1.2 – Critical Project Review (CPR) Meetings

The goal of this task is to determine whether the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget. CPRs provide the opportunity for frank discussions between the CEC and the County. The CEC may schedule CPRs as necessary, and CPR meeting costs will be borne by the County.

The CEC shall:

- Determine the location, date, and time of each CPR meeting with the County. These meetings generally take place at the CEC, but they may take place at another location.
- Send the County the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on permits.
- Conduct and make a record of each CPR meeting. One of the outcomes of this meeting will be a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CEC concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Renewables for his or her concurrence.

- Provide the County with a written determination in accordance with the schedule. The written response may include a requirement for the County to revise one or more product(s) that were included in the CPR.

The County shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this Scope of Work. The County shall submit these documents to the CEC Project Manager and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

HELIX shall:

- Attend the CPR meetings in support of the County via conference call and/or web-ex approximately once per calendar year quarter (i.e., up to four CPR meetings, in total).

Task 1.3 – Final Meeting

The goal of this task is to close out this Agreement.

This meeting will be attended by, at a minimum, the CEC and the County. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CEC. The final meeting must be completed during the closeout of this Agreement.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements.

The administrative portion of the meeting shall be a discussion about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
- CEC's request for specific "generated" data (not already provided in Agreement products)
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

The CEC shall:

- Determine the appropriate meeting participants and schedule the meeting place/time.

The County shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations.

HELIX shall:

- Staff the final meeting. It is assumed that the final meeting will occur either via conference call and/or web-ex or in person in the greater Sacramento area (i.e., CEC offices).

Task 1.4 – Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made toward achieving the objectives of this Agreement on time and within budget. The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The County shall:

- Prepare a Monthly Progress Report that summarizes all Agreement activities conducted by the County for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the CEC within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

HELIX shall:

- Prepare brief monthly progress reports in the form of a cover memo appended to monthly invoices. HELIX will use a technical memo format for the monthly progress report unless the County provides a template progress report format prior to the transmission of the first invoice.

Task 1.5 – Final Report

The goal of the Final Report is to assess the project's success in achieving its goals and objectives (as described in the County's Scope of Work) and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, and results; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the project management processes. The Final Report shall be a public document.

The County shall:

- Prepare an Outline of the Final Report.
- Prepare a Final Report following the approved outline and the latest version of the Final Report guidelines that will be provided by the CEC. The CEC shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.

- Submit one bound copy of the Final Report with the final invoice.
- Be responsible for Task 1.5 execution; no role is identified for HELIX.

Task 1.6 – Identify and Obtain Required Permits

The County shall:

- Be responsible for Task 1.6 execution; no role is identified for HELIX.

Task 1.7 – Obtain and Execute Subcontracts

The County shall:

- Be responsible for Task 1.7 execution; no role is identified for HELIX.

TASK 2 – GEOSPATIAL DATA GATHERING

The goal of this task is to tier from the Desert Renewable Energy Conservation Plan (DRECP) Databasin geographic information system (GIS) and fill in data gaps between the DRECP boundary and the proposed Solar Energy Development Areas (SEDA), or other appropriately selected areas, within the Owens Valley and Owens Lake areas of the County.

HELIX shall:

- Obtain the latest true-color digital ortho-rectified aerial imagery available from National Agriculture Imagery Program (NAIP) for Inyo County and employ heads-up data digitization within the data gap areas between the DRECP Databasin boundary and the Owens Valley Study Area (OVSA) or other appropriately selected areas. We will tier from and be complementary to the DRECP Databasin GIS effort that utilized the 2012 NAIP imagery (1-meter resolution) to conduct an identical heads-up digitizing effort. Preliminary measurements indicate that the proposed overlay corridors will result in an additional 185,000 acres being considered in the OVSA.
- Utilizing existing DRECP geospatial data from the Databasin, combined with newly created GIS data layers where DRECP coverage is not available in Inyo County, we will provide detailed mapping for the OVSA and associated transmission corridors. The data to be mapped and GIS shapefiles to be created will include biological resources, cultural resources, visual resources, and land use. The mapping will be similar to the level of mapping conducted for the DRECP Databasin so that the County may adequately inform its citizens of the baseline environmental conditions as well as adequately plan for SEDA development.
- Botanists and planners experienced with aerial photograph interpretation and vegetation signatures of the ecoregion will map land cover types on screen using ESRI ArcGIS™ 10.x software. Lines will be drawn to delineate polygons following visible differences in color tone and texture on the photographs. Polygons will be delineated at a scale of 1:2,500–1:5,000 (approximately 1 inch = 200–400 feet). Riparian areas and wetlands in some cases may be digitized at larger scales. Minimum polygon size (i.e., the minimum mapping unit) will generally be 5 acres (2 hectares) for agricultural habitat types and developed areas, 0.25 acre (0.1 hectare) for seasonal wetlands, and 0.5 acre (0.2 hectare) for other sensitive habitat types. Representative polygons will then be field checked to ensure accuracy of the digitizing and photo-interpretation effort. Portions of some polygons will not be checked due to access constraints on private

property. In these areas, the most current aerial photo from Google Earth (2013) will be used to verify the land cover type.

- Biological resources will be digitized at the community level. Based on this initial mapping effort, future modeling and merging of datasets may be conducted to determine species level data for "take" purposes, again tiering from the DRECP conservation efforts.
- Action will be initiated through development of a data needs and preliminary data compilation memorandum to document available datasets in the OVSA pertinent to the effort. The memo will be used to guide data collection priorities and GIS database construction. Data collected will be shared with CEC and other public entities as needed.
- A cultural resources specialist will attend field meetings with invited tribal governments/individuals to assist in identifying and/or mapping sensitive cultural resource concerns (i.e., cultural landscapes).

HELIX Products: Data Needs and Preliminary Data Compilation Memorandum; Final GIS shapefiles of biological resources, cultural resources, visual resources, and land use in the OVSA and Owens Lake SEDA.

TASK 3 – STAKEHOLDER WORKSHOPS AND PUBLIC AGENCY/TRIBAL CONSULTATION

The goal of this task is to further inform County residents and landowners as to the REGPA process and educate constituents as to renewable energy technologies and potential development within the OVSA and Owens Lake SEDA. Additionally, the County, with support from HELIX, will undertake proactive consultation with select public agencies and tribal governments, especially the City of Los Angeles Department of Water and Power (LADWP) and local tribes, to enhance relations between these entities and to share information regarding environmental conditions in the action area. Consultation will be an iterative process that provides information received through face-to-face workshops in the field and local communities.

HELIX shall:

- In coordination with the County, conduct a focused tribal outreach program for the OVSA and select SEDAs and associated transmission corridors resulting in the creation of new geospatial dataset(s) to define the cultural resources sensitivity of these areas (most likely at the landscape level). HELIX shall develop a Draft and Final Stakeholder Workshop and Public Agency/Tribal Consultation Management Plan outlining the goals, objectives, and approach to implementing Task 2. HELIX shall coordinate with the County to develop a list of Stakeholder contacts for preliminary outreach (i.e., to gauge interest from select groups/individuals to determine willingness to participate in the program).
- Hold a series of approximately 10 stakeholder workshops (including tribal outreach field trips to select SEDAs and/or the OVSA to discuss and delineate tribal concerns at the landscape level) aimed at informing local residents and landowners as to renewable energy technologies. Workshops will be led by HELIX and our sub-consultant, Susan Carpenter and Associates, and include a presentation as to the transmission line/corridors sighting process, distributed generation (local and community level), and environmental compliance (CEQA/regulatory permitting) processes. All stakeholders will be invited and welcome to participate in the iterative process. This effort will largely be dictated by the type and amount of cultural information provided by the tribes during consultation. Other HELIX attendees include our cultural resources

specialist for meetings with tribal governments/individuals. HELIX's landscape architect and/or a visual resources specialist will attend one set of meetings to assist with visual resources assessment.

- Support the County's effort to coordinate with LADWP (as well as other public agencies such as the Bureau of Land Management and U.S. Forest Service).
- Staff two public meetings with County Planning Commission and Board of Supervisors to seek guidance from the governing bodies regarding data collected and potential approval for select agenda items regarding renewable energy planning and policy development.

Assumptions: The 10 stakeholder workshops shall be grouped in a series of two workshops per visit (five visits total), including the County Planning Commission and Board of Supervisors meetings. HELIX assumes that for each of the five visits, the first workshop will take place in the late afternoon/early evening and the second workshop will occur the following morning. The HELIX Project Manager and Susan Carpenter shall facilitate the meetings; HELIX shall coordinate with the County prior to each visit to develop workshop agenda, outreach materials, data collection techniques and presentation of results.

HELIX Products:

- Stakeholder workshop and public agency/tribal consultation management plan
- Workshop meeting materials (i.e., posters, handouts, GIS shapefile print outs, web-based information, etc.)
- Hold 10 stakeholder workshops (grouped in a series of two workshops per visit) and/or tribal consultation field meetings at select SEDAs to inform constituents, seek feedback, and share information amassed from previous workshops and/or the GIS data collection component.
- Public Meetings – Notices, Agenda, Presentation Materials

TASK 4 – FINAL REPORTING

The goal of this task is to prepare final reports associated with both Tasks 2 and 3.

HELIX shall:

- Prepare an electronic draft final report presenting the results of the data collection exercise and GIS database construction (i.e., shapefiles) as outlined in Task 2. The draft final report and shapefiles will be circulated to the County for review and comment. HELIX will revise the draft/shapefiles one time and transmit electronically to the CEC for review. HELIX will revise the draft final report and shapefiles to a final version based upon a single set of written comments from CEC staff.
- Prepare an electronic draft final report summarizing the results of the stakeholder workshops and public agency/tribal governmental consultation effort outlined in Task 3. The draft final report will be circulated to the County for review and comment. HELIX will revise the report one time and transmit electronically to the CEC for review. HELIX will revise the draft final report to a final version based upon a single set of written comments from CEC staff.

HELIX Products:

- Draft final and final GIS data collection (shapefiles)
- Draft final and final stakeholder workshop and public agency/tribal consultation effort report

CALIFORNIA ENERGY COMMISSION
ADMINISTRATIVE AND FINANCIAL MANAGEMENT SERVICES DIVISION
CONTRACTS, GRANTS, AND LOANS
1516 NINTH STREET, MS-1
SACRAMENTO, CA 95814-5512
(916) 654-4381
www.energy.ca.gov



July 24, 2014

Kevin Carunchio
County of Inyo
168 North Edwards
Independence, CA 93526

Dear Mr. Carunchio:

GRANT AWARD NUMBER: REN-13-003

Enclosed for your records is a fully executed copy of the above-referenced agreement.

Should you have any questions, please feel free to contact me at (916) 654-4739 or Cory.Irish@energy.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Cory Irish".

Cory Irish
Commission Agreement Officer

Enclosure

cc: Pablo Gutierrez, Commission Agreement Manager, MS-45
Accounting, MS-2
File



RECIPIENT County of Inyo	AGREEMENT NUMBER REN-13-003
ADDRESS 168 North Edwards Street, PO Drawer L Independence, CA 93526	AGREEMENT TERM 6/18/2014 to 3/31/2016 The effective date of this Agreement is either the start date or the approval date by the California Energy Commission, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Scope of Work	Page(s): 11
Exhibit A-1 Schedule of Products	Page(s): 2
Exhibit A-2 Inyo County Map	Page(s): 1
Exhibit B – Budget	Page(s): 6
Exhibit B – Attachments	Page(s): 0
Exhibit C – General Terms and Conditions	Page(s): 25
Exhibit C – Attachments	Page(s): 0
Exhibit D – Contacts	Page(s): 1

REIMBURSABLE AMOUNT	\$ 400,000.00
MATCH SHARE	\$ 0.00
TOTAL	\$ 400,000.00

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE 	DATE 7/24/14	AUTHORIZED SIGNATURE 	DATE 07-17-2014
NAME Rachel L. Grant Kiley		NAME Kevin D. Carunchio	
TITLE Contracts, Grants and Loans Office Manager		TITLE Inyo County Administrative Officer	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 1, Sacramento, CA 95814			

Exhibit A Scope of Work

TECHNICAL TASK LIST

Task #	Task Name
1	Administration
2	Geospatial Data Gathering
3	Stakeholder Workshops and Public Agency/Tribal Consultation
4	Final Reporting

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	-Joshua Hart – Inyo County Planning Director	TBD	CEC, County
2	-Joshua Hart – Inyo County Planning Director - Steve Porter– Inyo County Deputy Counsel -Kevin Carunchio – Inyo County CAO -Bob Harrington – Inyo County Water Department Director -Clint Quilter –Inyo County Public Works Director	TBD	CEC, LADWP, BLM, USFS, Big Pine Paiute Tribe of the Owens Valley, private landowners and residents
3	-Joshua Hart – Inyo County Planning Director - Steve Porter– Inyo County Deputy Counsel -Bob Harrington – Inyo County Water Department Director -Clint Quilter– Inyo County Public Works Director	TBD	CEC, LADWP, BLM, USFS, Big Pine Paiute Tribe of Owens Valley, private landowners and residents

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
BLM	Bureau of Land Management
CAM	Commission Agreement Manager
CAO	County Administrative Officer
CEC	California Energy Commission

Exhibit A Scope of Work

Term/ Acronym	Definition
CPR	Critical project review
DRECP	Desert Renewable Energy Conservation Plan
EIR	Environmental Impact Report
GIS	Geographic information systems
LADWP	Los Angeles Department of Water and Power
REGPA	Renewable energy general plan amendment
TBD	To be determined
SCE	Southern California Edison
USFS	US Forest Service

Problem Statement:

Through a grant generously provided by the CEC, Inyo County is currently in the process of completing a REGPA as part of its General Plan to account for the interest in eligible renewable energy resource development in the County (i.e., Renewable Energy and Conservation Planning Grant Phase I). As part of this process, the County has undertaken a public involvement campaign to seek input from local residents/landowners, public agencies, and tribal governments. To date the County has relied partially on geospatial data provided by DRECP's Data basin to establish baseline environmental conditions within the DRECP boundary in the County. However, the geospatial data are lacking for areas that are within the County, but are outside of the DRECP boundary. Consequently, the County is relying on less than accurate and/or dated information to help determine the most appropriate areas for eligible renewable energy resource development to occur.

The County seeks to collect geospatial data for biological resources, cultural resources, visual resources, and land use for the data gaps in the Owens Valley (see Exhibit A-2). Information collected will be complementary to that provided by Data Basin and will allow for improved planning. The data collection and stakeholder workshops will occur iteratively to best inform decision-making (such as with cultural resources, outlined below). This iterative process is at the heart of the County's REGPA planning process, but was not included in the original grant.

The County has a long history of interaction with several public resource agencies, including LADWP, BLM, and USFS, that at times has been contentious. The County earnestly is seeking to improve communications and data sharing with these entities and will use the additional grant funding to proactively consult with these agencies. Additionally, the County is undertaking Senate Bill 18 consultation with local tribes as part of the REGPA process. Tribal representatives have offered to provide the County with additional input as to their concerns with the REGPA process, especially as it relates to cultural resources. The County would like to exercise this generous offer by inviting tribal representatives to visit select areas within the Owens Valley to discuss and geospatially depict cultural landscapes of concern. This essential information has never before been collected and spatially depicted within the County and will directly affect the REGPA planning process.

Goals of the Agreement:

The goal of this Agreement is to undertake focused eligible renewable energy resource planning in the Owens Valley/Owens Lake portion of the County to accommodate appropriate eligible renewable energy resource development and facilitate the development of associated transmission facilities. The County will do this by building upon the DRECP's Data Basin geospatial database, filling in the data gaps

Exhibit A Scope of Work

between DRECP boundaries and the selected areas, and conducting focused stakeholder workshops to educate County residents and landowners to the REGPA planning process. Concurrently, the County will also undertake proactive consultations with public agencies, including LADWP, and tribal governments in an effort to coordinate eligible renewable energy resource planning actions and supplement existing cultural resources information with cultural landscape details of the Owens Valley/Owens Lake area.

Objectives of the Agreement:

The objectives of this Agreement are to:

- Refine the County's REGPA planning process by focusing on selected areas within the Owens Valley and Owens Lake areas of the County (see Exhibit A-2).
- Build upon the DRECP's Databasin geospatial database to use existing GIS for selected areas within the DRECP boundaries within Owens Valley/Owens Lake. There are known data gaps (for biological resources, cultural resources, visual resources, and land use) between the DRECP boundaries within the County and the Owens Valley/Owens Lake. Collect geospatial information complimentary to Databasin for seamless GIS data across boundaries for planning purposes.
- Conduct proactive stakeholder workshops to inform County residents and landowners of the REGPA process, the DRECP process, and the proposed renewable energy development areas. Concurrently, the County endeavors to improve communications and coordination efforts with key public entities in the Owens Valley – including the LADWP and local tribes. The County will accept the tribe's offer to visit select areas in the Owens Valley to discuss and map (using GIS) cultural resources and landscapes, while maintaining confidentiality of any specific sites (the exact location of the specific sites is not a work product and is not considered data under this agreement). This offer from tribal representatives is inviting as this type of cultural resources information has never before been offered to this area of the County, let alone mapped for planning purposes.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Commission Project Manager, the Grants Officer, and a representative of the Accounting Office. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others designated by the Commission Project Manager to this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the Commission Project Manager will provide an agenda to all potential meeting participants.

The administrative portion of the meeting shall include, but not be limited to, the following:

Exhibit A Scope of Work

- Discussion of the terms and conditions of the Agreement
- Discussion of Critical Project Review (Task 1.2)
- Permit documentation (Task 1.6)
- Discussion of subcontracts needed to carry out project (Task 1.7)

The technical portion of the meeting shall include, but not be limited to, the following:

- The Commission Project Manager's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products
- Discussion of Progress Reports (Task 1.4)
- Discussion of Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
- Discussion of the Final Report (Task 1.5)

The Commission Project Manager shall designate the date and location of this meeting.

Recipient Products:

- Updated Schedule of Products
- Updated List of Permits

CAM Products:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The CAM may schedule CPRs as necessary, and CPR costs will be borne by the Recipient.

Participants include the CAM and the Recipient and may include the CAO, staff from the Efficiency and Renewable Energy Division, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on permits.
- Conduct and make a record of each CPR meeting. One of the outcomes of this meeting will be a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal

Exhibit A Scope of Work

amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Renewables for his or her concurrence.

- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the Commission Project Manager and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, the CAO, and the CAM. ~~The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.~~

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the CAM and CAO about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)

Exhibit A Scope of Work

- Energy Commission's request for specific "generated" data (not already provided in Agreement products)
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the CAM within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

Exhibit A Scope of Work

The goal of the Final Report is to assess the project's success in achieving its goals and objectives, as described in the recipient's Scope of Work, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, and results; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the project management processes.

The Final Report shall be a public document.

The Recipient shall:

- Prepare an Outline of the Final Report.
- Prepare a Final Report following the approved outline and the latest version of the Final Report guidelines which will be provided by the Commission Project Manager. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Draft Outline of the Final Report
- Final Outline of the Final Report
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:

Exhibit A Scope of Work

- A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
- The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)

Task 1.7 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontracts required to carry out the tasks under this Agreement consistent with the terms and conditions of this Agreement and the Recipient's own procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the CAM for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, it shall notify the CAM.

Products:

- Draft subcontracts
- Final subcontracts

Exhibit A

Scope of Work

TECHNICAL TASKS

TASK 2 GEOSPATIAL DATA GATHERING

The goal of this task is to build upon the DRECP Databasin GIS and fill in data gaps between the DRECP boundary and appropriately selected areas within the Owens Valley and Owens Lake areas of the County.

The Recipient shall:

- Relying upon the professional services of a qualified consultant, obtain the latest true-color digital ortho-rectified aerial imagery available from National Agriculture Imagery Program (NAIP) for Inyo County and employ "heads-up data digitization" data digitization within the data gap areas between the DRECP Databasin boundary and the Owens Valley appropriately selected areas. We will build upon and be complementary to the DRECP Data Basin GIS effort which utilized the 2012 NAIP imagery (1-meter resolution) to conduct an identical heads-up digitizing effort.
- Utilizing existing DRECP geospatial data from Data Basin, combined with newly created GIS data layers where DRECP coverage is not available in Inyo County, we will provide detailed mapping for selected areas of Owens Valley. The data to be mapped and GIS shapefiles to be created will include biological resources, cultural resources, visual resources, and land use. The mapping will be similar to the level of mapping conducted by CADFW for the DRECP Databasin so that the County may adequately inform its citizens of the baseline environmental conditions as well as adequately plan for any potential development.
- Botanists and planners experienced with aerial photograph interpretation and vegetation signatures of the ecoregion and the CADFW's Vegetation Classification and Mapping Program (vegCAMP) protocol will map land cover types on screen using ESRI ArcGIS™ 10.x software. Lines will be drawn to delineate polygons following visible differences in color tone and texture on the photographs. Polygons will be delineated at a scale of 1:2,500–1:5,000 (approximately 1 inch = 200–400 feet). Riparian areas and wetlands in some cases may be digitized at larger scales. Minimum polygon size (i.e., the minimum mapping unit) will generally be 5 acres (2 hectares) for agricultural habitat types and developed areas, 0.25 acre (0.1 hectare) for seasonal wetlands, and 0.5 acre (0.2 hectare) for other sensitive habitat types. Representative polygons will then be field checked to ensure accuracy of the digitizing and photo-interpretation effort. Portions of some polygons will not be checked due to access constraints on private property. In these areas, the most current aerial photo from Google Earth (2013) will be used to verify the land cover type.
- Biological resources will be digitized at the community level. Based on this initial mapping effort, future modeling and merging of datasets may be conducted to determine species-level data for "take" purposes, again tiering from the DRECP conservation efforts.
- Action will be initiated through development of a data needs and preliminary data compilation memorandum to document available datasets in the Owens Valley pertinent to the effort. The memo will be used to guide data collection priorities and GIS database construction. Data collected will be shared with CEC and other public entities as needed.

Exhibit A Scope of Work

Products:

- Data Needs and Preliminary Data Compilation Memorandum
- GIS shapefiles of biological resources, cultural resources, visual resources, and land use in selected areas of the Owens Valley and Owens Lake area of the County.

TASK 3 STAKEHOLDER WORKSHOPS AND PUBLIC AGENCY/TRIBAL CONSULTATION

The goal of this task is to further inform County residents and landowners as to the REGPA process and educate constituents as to eligible renewable energy resource technologies and potential development within select areas of the Owens Valley and Owens Lake areas of the County. Additionally, the County will undertake proactive consultation with select public agencies and tribal governments, especially the LADWP and local tribes, to foster better relations between these entities and to share information regarding environmental conditions in the action area. Consultation will be an iterative process that provides information received through face-to-face workshops in the field and local communities.

The Recipient shall:

- Conduct a focused tribal outreach program for select areas in the Owens Valley and Owens Lake areas resulting in the creation of new geospatial dataset to define the cultural resources sensitivity of these areas (most likely at the landscape level). The County and its selected public outreach/GIS consultant will visit select areas in the Owens Valley to discuss and delineate tribal concerns at the landscape level. This effort will largely be dictated by the type and amount of cultural information provided by the tribes during consultation. The invitation by the tribe to provide this type of cultural resources information at this scale has never been seen in the County before.
- Hold a series of approximately 10 stakeholder workshops (including tribal outreach field trips to select areas) aimed at informing local residents and landowners as to eligible renewable energy resource technologies in the Owens Valley and Owens Lake areas of the County. Workshops will be led by trained facilitators and include supporting environmental consultants knowledgeable in the transmission line/corridors siting process, distributed generation (local and community level), and environmental compliance (CEQA/regulatory permitting) processes. All stakeholders will be invited and welcome to participate in the iterative process [i.e., information learned during the workshops will be folded into the GIS data collection effort outlined in Task 2 and equally fed into the greater REGPA process (including preparation of the EIR) being prepared by the County as part of the Renewable Energy and Conservation Planning Grant Phase I grant agreement REN-12-004.
- The County will lead the effort, in concert with their selected consultant team, in coordinating with LADWP (as well as other public agencies such as BLM and USFS). The County believes that greater engagement with LADWP is needed in order to facilitate the sharing of pertinent information and to ensure eligible renewable energy resource planning efforts are undertaken proactively.
- Conduct two public meetings with County Planning Commission and Board of Supervisors to seek guidance from the governing bodies regarding data collected and potential approval for select agenda items regarding eligible renewable energy resource planning and policy development.

Exhibit A Scope of Work

Products:

- Stakeholder workshop and public agency/tribal consultation management plan
- Workshop meeting materials (i.e., posters, handouts, GIS shapefile print outs, web-based information)
- Public Meetings – Notices, Agenda, Presentation Materials

TASK 4 – FINAL REPORTING

The goal of this task is to prepare final reports associated with both Tasks 2 and 3.

The Recipient shall:

- Work with the GIS consultant to prepare a draft final report presenting the results of the data collection exercise and GIS database construction. Draft final report will be circulated to CEC for review and revised (into final format) based upon a single set of written comments from CEC staff.
- Work with the public outreach consultant to prepare a draft final report summarizing the results of the stakeholder workshops and public agency/tribal governmental consultation effort. Draft final report will be circulated to CEC for review and revised (into final format) based upon a single set of written comments from CEC staff.

Products:

- Draft final and final report on GIS data collection and database construction exercise.
- Draft final and final report on stakeholder workshop and public agency/tribal consultation effort.

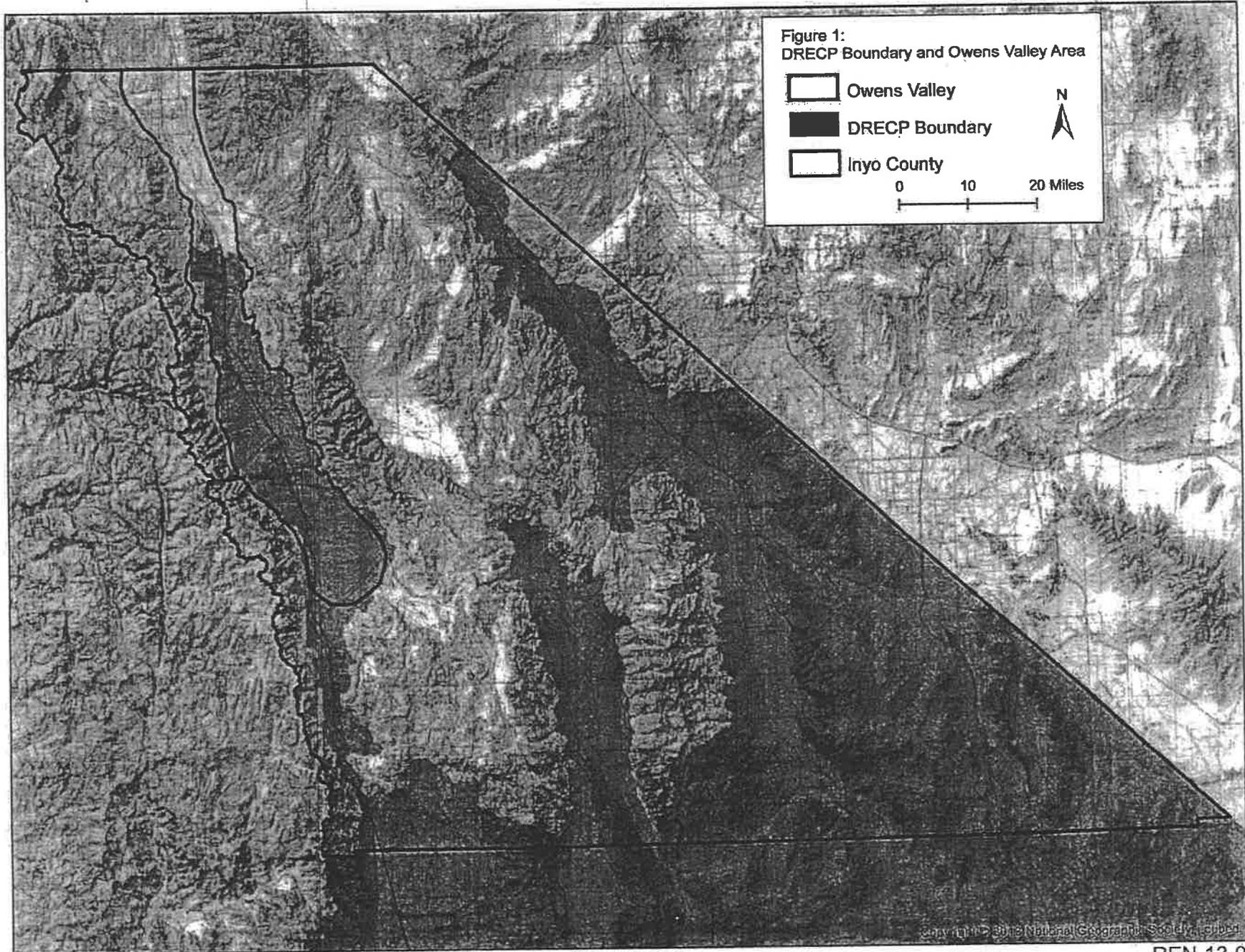
Exhibit A-1
Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	Due Date
1	ADMINISTRATION		
1.1	Attend Kick-off Meeting		
	Updated Schedule of Products		6/30/2014
	Updated List of Permits		6/30/2014
	Kick-Off Meeting Agenda (CEC)		7/31/2014
1.2	Critical Project Review Meetings (LEAVE BLANK. Energy Commission staff will determine CPR dates for grant recipients.)		
	1st CPR Meeting	CPR Report	9/30/2014
	Written determination (CEC)		TBD
1.3	Final Meeting		
	Written documentation of meeting agreements		3/1/2016
	Schedule for completing closeout activities		3/1/2016
1.4	Monthly Progress Reports		
	Monthly Progress Reports		The 10th calendar day of each month during the approved term of this Agreement
1.5	Final Report		
	Final Outline of the Final Report		12/1/2015
	Draft Final Report (no less than 60 days before the end term of the agreement)		1/29/2016
	Final Report		2/1/2016
1.6	Identify and Obtain Required Permits		
	Letter documenting the permits or stating that no permits are required		7/31/2014
	A copy of each approved permit (if applicable)		Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)		Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)		Within 10 days of change in schedule for obtaining permits
1.7	Obtain and Execute Subcontracts		
	Letter describing the subcontracts needed, or stating that no subcontracts are required		7/31/2014
	Draft subcontracts		15 days prior to the scheduled execution date
	Final subcontracts		Within 10 days of execution

**Exhibit A-1
Schedule of Products and Due Dates**

2	GEOSPATIAL DATA GATHERING	
	Data Needs and Preliminary Data Compilation Memorandum	7/31/2014
	GIS shapefiles of biological resources, cultural resources, visual resources, and land use in the selected areas of the Owens Valley and Owens Lake area of the County	12/1/2015
3	STAKEHOLDER WORKSHOPS AND PUBLIC AGENCY/TRIBAL CONSULTATION	
	Stakeholder Workshops Management Plan	7/31/2014
	Tribal Consultation Management Plan	7/31/2014
	Workshop meeting materials	within 10 days after meeting
	Public meeting notices/agenda	within 10 days after meeting
4	FINAL REPORTING	
	Draft final GIS database report	12/1/2016
	Final GIS database report	2/1/2016
	Draft final Stakeholder Workshop report	12/1/2015
	Final Stakeholder Workshop report	2/1/2016
	Draft final Tribal Consultation report	12/1/2015
Final Tribal Consultation report	2/1/2016	

Exhibit A-2
Inyo County Map



Copyright © 2013 National Geographic Society, all rights reserved.

Exhibit B
Att B-1 Task Summary

Summary Task Budget		Prime Recipient Reimbursable Costs	Major Subcontractor #1 Reimbursable Costs	Major Subcontractor #2 Reimbursable Costs	Commission Reimbursable Totals	Grand Totals
		Inyo County	Outreach Consultant	GIS Contractor		
		<input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> None	<input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE <input type="checkbox"/> None	<input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE <input type="checkbox"/> None		
1.0	Administration	10,000	5,000	5,000	\$ 20,000.00	\$ 20,000.00
2.0	Geospatial Data Gathering	10,000		135,000	\$ 145,000.00	\$ 145,000.00
3.0	Stakeholder Workshops and Public Agency/Tribal Consultation	50,000	100,000	50,000	\$ 200,000.00	\$ 200,000.00
4.0	Final Reporting	10,000	10,000	15,000	\$ 35,000.00	\$ 35,000.00
Grand Totals		\$ 80,000.00	\$ 115,000.00	\$ 205,000.00	\$ 400,000.00	\$ 400,000.00

For these boxes, be sure to include all costs: labor (unloaded rates) and non-labor costs (fringe, overhead, general & administrative, & profit and other direct operating costs). The totals are total costs to perform each task.

Exhibit B
Att B-2 Category Summary

Summary Category: Budget	Prime Recipient Reimbursable Costs	Major Subcontractor #1 Reimbursable Costs	Major Subcontractor #2 Reimbursable Costs	Grand Totals
	Inyo County	Outreach Consultant	GIS Contractor	
Direct Labor	\$ 51,060	\$ 108,000	\$ 172,500	\$ 331,560.00
Fringe Benefits	\$ 20,424			\$ 20,424.00
Travel	\$ 5,000			\$ 5,000.00
Equipment				\$ -
Materials/ Misc.	\$ 3,516	\$ 7,000	\$ 7,500	\$ 18,016.00
Minor Subcontractors*			\$ 25,000	\$ 25,000.00
Total Direct	\$ 80,000.00	\$ 115,000.00	\$ 205,000.00	\$ 400,000.00
Indirect Overhead				\$ -
General & Administrative				\$ -
Total Indirect	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ 80,000	\$ 115,000	\$ 205,000	\$ 400,000.00

Direct Labor = unloaded rates X number of hours (Att B-3)

(*1) A "Minor Subcontractor" is any subcontractor receiving less than \$100,000 or 25% (whichever is less) of the Commission Funds.

**Exhibit B
Att B-3 Prime Labor Rates**

Inyo County				Total Hours Worked
Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)		Projected Hourly Unloaded Rates (\$)*		
		From: 6/18/14	From: 7/1/15	
		To: 6/30/15	To: 3/31/16	
Name	Job Classification/Title	(\$) Unloaded Maximum Rate	(\$) Unloaded Maximum Rate	
Dana Crom	County Counsel	\$ 70.00	\$ 70.00	80
Joshua Hart	Planning Director	\$ 50.53	\$ 50.53	250
Cathreen Richards	Senior Planner	\$ 34.06	\$ 34.06	400
Elaine Kabala	Associate Planner	\$ 26.74	\$ 26.74	250
Bob Harrington	Water Director	\$ 52.14	\$ 52.14	40
Kevin Carunchio	CAO	\$ 73.14	\$ 73.14	40
TBD	Public Works Director	\$ 58.85	\$ 58.85	40
TBD	Planning Coordinator	\$ 31.88	\$ 31.88	100
Jim Tatum	Deputy Public Works Director	\$ 44.65	\$ 44.65	40

* Actual billable rates cannot exceed the rates specified in this exhibit.

* Rates listed must be unloaded rates (that is, before fringe benefits, overhead, G&A or Profit). These rates must reflect the highest salary or wage rate that is actually paid to the employee.

Exhibit B Att B-4 Prime Non-Labor Rates

Inyo County				Percentage Rate		
Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)				Fringe Benefits (FB)	Indirect Overhead (IOH)	General & Administrative (GA)
From:	6/18/14	To:	6/30/15	40%	0%	0%
From:	7/1/15	To:	3/31/16	40%	0%	0%

Note: Use the categories that you typically use in your standard business practice.

Non-Labor Rate Category	List the budget expense items to which the indirect costs or fees are applied. Use the following abbreviations: DL = Direct Labor, FB = Fringe Benefits, M = Materials/ Miscellaneous, EQ = Equipment, T = Travel, S = Subcontracts, IOH = Indirect Overhead, GA = General & Administrative
Fringe Benefits	DL
Indirect Overhead	
General & Administrative	

List items you include in each category (e.g., vacation, retirement plan, telephone, secretarial, rent/lease, insurance, etc.).

Fringe Benefits	Indirect Overhead	General & Administrative
Vacation		
Retirement Plan		
Health Benefits		

* Actual billable rates cannot exceed the rates specified in this exhibit.

**Exhibit B
Att B-5 Direct Operating Expenses**

Pre-approved Travel List *						
Task No.	Prime / Sub Name	Trip #	Who	Departure and Destination	Trip Purpose	Amount
						Commission Funds
Total:						\$0

Travel is reimbursed at state rates.

Equipment**						
Task No.	Prime / Sub Name	Description	Purpose	# Units	Unit Cost	Amount
						Commission Funds
Total:						\$0

** Equipment is defined as having an acquisition unit cost of at least \$5,000. See instructions for more details.

Material(s)/ Miscellaneous Costs						
Task No.	Prime / Sub Name	Description	Purpose	# Units	Unit Cost	Amount
						Commission Funds
1,2,3,4	All	Copies	GIS shapefiles, tech reports	n/a	n/a	\$ 3,516.00
1,2,3,4	All	Presentation Materials	Posters; Name Tags; Etc.	n/a	n/a	\$ 7,000.00
1,2,3,4	All	Document Procurement	Existing datasets	n/a	n/a	\$ 7,500.00
Total:						\$18,016

**Exhibit B
Att B-5 Direct Operating Expenses**

Minor Subcontractors					
Task No.	Subcontractor Legal Name	Purpose	DVBE? (Yes/No)	Small/ Micro Business (SB/MB)	Amount
					Commission Funds
1,2,3,4	TBD	Distributed Generation			\$ 25,000.00
				Total:	\$25,000

Exhibit C
TERMS AND CONDITIONS
FOR NON-FEDERALLY FUNDED GRANTS



TERMS AND CONDITIONS
TABLE OF CONTENTS

TABLE OF CONTENTS

SECTION	PAGE NO.
1. Grant Agreement	3
2. Attachments and References	4
3. Funding Limitations	5
4. Due Diligence	5
5. Products	5
6. Reports	5
7. Publications - Legal Statement on Reports and Products	6
8. Amendments	7
9. Contracting and Procurement Procedures	7
10. Bonding and Insurance	8
11. Permits and Clearances	8
12. Equipment	8
13. Termination	9
14. Stop Work	9
15. Travel and Per Diem	9
16. License	10
17. Standard of Performance	10
18. Payment of Funds	11
19. Fiscal Accounting Requirements	14
20. Indemnification	15
21. Disputes	15
22. Workers' Compensation Insurance	17
23. General Provisions	17
24. Certifications and Compliance	19
25. Site Visits	21
26. Confidentiality	21
27. Budget Contingency Clause	22
28. Key Personnel and Key Subcontractors	22
29. Public Works -- Payment of Prevailing Wages	23
30. Intellectual Property	25

TERMS AND CONDITIONS

1. Grant Agreement

This project is being funded with a grant from the California Energy Commission (Energy Commission). Funding for this project was authorized by Assembly Bill x1 13 (Perez, Chapter 10, Statutes of 2011), and consists of funds from the Renewable Resource Trust Fund. By accepting funds for this project, you agree to the grant requirements of Assembly Bill x1 13 as codified in Public Resources Code section 25619, and as amended by Assembly Bill 2161 (Achadjian, Chapter 250, Statutes of 2012) and Assembly Bill 1255 (Perez, Chapter 601, Statutes of 2012). Public Resources Code section 25619(b) requires that grant funds be used for the development or revision of rules and policies that facilitate the development of eligible renewable energy resources, and their associated electric transmission facilities, and the processing of permits for eligible renewable energy resources. Funds may also be used to provide training to county planning staff to facilitate the siting and permitting of eligible renewable energy resources. A project that includes adoption or revision of a general plan element or zoning ordinance pursuant to section 25619(b) shall be completed within two years of receipt of the grant and shall be consistent with the conservation strategies of any natural community conservation plan if one has been approved, or is under development, pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with section 2800) of Division 3 of the Fish and Game Code).

An eligible renewable energy resource is defined in section 399.12(e) of the Public Utilities Code as an electrical generating facility that meets the definition of a "renewable electrical facility" in Section 25741 of the Public Resources Code with some restrictions listed in 399.12(e)(1) and (2). A renewable electrical generation facility must satisfy the criteria in Section 25741(a), which requires, among other things, that the facility use biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation of 30 megawatts or less, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements to the facility using that technology.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Commission may impose additional special conditions in this Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient shall sign all six copies of this Agreement and return five signed packages to the Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

All work and/or the expenditure of funds (Commission-reimbursed and/or match share) must occur within the approved term of this Agreement. The Commission cannot authorize any payments until all parties sign this Agreement.

2. Attachments and References

The following are attached and hereby expressly incorporated into this Agreement.

- Work Statement.
- Budget.
- Resolution of the Recipient or Local Jurisdiction Governing Body (if applicable).
- Resolution of the California Energy Commission.
- Special Conditions (if applicable).

The Office of Management and Budget (OMB) Circulars and/or federal regulations identified below are incorporated by reference as part of this Agreement. These Terms and Conditions and any Special Conditions take precedence over the circulars and/or regulations. The OMB Circulars and federal regulations are used to help guide the administration of the award when questions arise during the course of performance of the award. The Commission reserves the right to use as much or as little of each circular or regulation it deems necessary to administer the award in good faith and consistent with prudent fiscal management of public funds. OMB Circulars may be accessed on the OMB web site at www.whitehouse.gov/omb/circulars/index.html or by calling the Office of Administration, Publications Office, at (202) 395-7332.

- Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- OMB Circular A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (also applicable to private entities).
- 10 CFR Part 600: DOE Financial Assistance Regulations (www.pr.doe.gov/f600toc.html).
- OMB Circular A-87: Cost Principles for State, Local and Tribal Governments.
- OMB Circular A-21: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Institutions of Higher Education (public and private colleges and universities).
- OMB Circular A-122: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Non-Profit Organizations (non-profit organizations and individuals, except for those specifically exempted).
- OMB Circular A-133: Audits of States, Local Governments, and Non-Profit Organizations.
- Title 48 CFR, Ch. 1, Subpart 31.2: Contracts with Commercial Organizations (Supplemented by 48 CFR, Ch. 9, Subpart 931.2 for Department of Energy grants) (commercial firms and certain non-profit organizations) (www.access.gpo.gov/nara/cfr/cfr-table-search.html)

3.Funding Limitations

Any federal, state, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4.Due Diligence

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Agreement Manager will periodically evaluate the schedule for completion of Work Statement tasks. If the Commission Agreement Manager determines (1) the Recipient is not being diligent in completing the tasks in the Work Statement or (2) the time remaining in the funding award is insufficient to complete all project work tasks by the Agreement term end date, the Project Manager may recommend to the Policy Committee of the Commission (Committee) that this Agreement be terminated, and the Committee may, without prejudice to any of its remedies, terminate this Agreement.

5.Products

Products are defined as any tangible item specified in the Work Statement. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the Commission Agreement Manager for review and comment. The Recipient will submit an original and two copies of the final version of all products to the Commission Agreement Manager.

6.Reports

a. Progress Reports

The Recipient shall submit progress reports to the Commission Agreement Manager as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the Commission Agreement Manager no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the Recipient to maintain or further develop the project.
- A Payment Request form for the final payment (including any retention).
- Any additional information specified in the Work Statement or Special Conditions.

The Commission Agreement Manager will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the Commission Agreement Manager.

Upon receipt of the final report, the Commission Agreement Manager shall ensure that all work has been satisfactorily completed.

c. Rights in Reports

The Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Commission.

d. Failure to Comply with Reporting Requirements

Failure to comply with the reporting requirements contained in this award will be considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards.

7. Publications - Legal Statement on Reports and Products

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. Amendments

Changes to the Work Statement, changes to specific line items in the budget, or both, may be made under certain conditions. Such changes must not alter the original scope or purpose of the project or program as proposed in the application and must not appreciably affect the value of the project or program. Work Statement changes and/or cumulative transfers among budget line items that exceed 10 percent of the award require advance written approval of the Commission Agreement Manager and the Grants and Loans Office. All requests must be submitted directly to the Commission Agreement Manager in writing and include a description of the proposed change, revised attachment(s), and the reasons for the change. If the change is approved, the affected sections of the Agreement will be amended and signed by the Commission Agreement Manager, the Grants and Loans Office, and the Recipient's authorized representative.

9. Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts and include cost as a factor when choosing subcontractors.

Subcontracting criteria are specified in the applicable OMB Circulars and/or federal regulations incorporated by reference in this Agreement. The Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement and any OMB Circulars and/or federal regulations incorporated by reference in this Agreement.

Upon request, the Recipient must submit to the Commission Agreement Manager a copy of all solicitations for services or products required to carry out the terms of this Agreement, copies of the proposals or bids received, and copies of subcontracts executed. If a specific subcontractor was identified in the original application and the grant was evaluated based in part on this subcontractor's qualifications, then prior written approval from the Commission Agreement Manager is required before substituting a new subcontractor.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- Any additional requirements specified in the OMB Circulars incorporated by reference in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Audit provisions regarding record retention specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Language conforming to the "License" provision in this Agreement.

Failure to comply with the above requirements may result in the termination of this Agreement.

10. Bonding and Insurance

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in the OMB Circulars incorporated by reference in this Agreement.

11. Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12. Equipment

Title to equipment acquired by the Recipient with Commission funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Commission funds, and the Recipient shall not encumber the property without Commission Agreement Manager approval. When no longer needed for the original project or program, the Recipient shall contact the Commission Agreement Manager for disposition instructions.

Recipient should refer to the OMB Circulars and/or federal regulations incorporated by reference in this Agreement.

13. Termination

This project may be terminated for any reason set forth below.

a. **With Cause**

In the event of any breach by the Recipient of the conditions set forth in this Agreement, the Commission Policy Committee may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Recipient.

b. **Without Cause**

The Commission Policy Committee may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Recipient by certified mail, return receipt requested. In such event, the Recipient agrees to use all reasonable efforts to mitigate the Recipient's expenses and obligations hereunder. Also in such event, the Commission shall pay the Recipient for all satisfactory services work performed and expenses incurred within 30 days after such notice of termination which could not by reasonable efforts of the Recipient have been avoided, but not in excess of the maximum payable under this Agreement.

14. Stop Work

The Energy Commission Grants Officer may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- a. **Compliance.** Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- b. **Equitable Adjustment.** An equitable adjustment shall be made by Energy Commission based upon a written request by Recipient. Such adjustment request must be made by Recipient within thirty (30) days from the date of the stop work order.
- c. **Canceling a Stop Work Order.** Recipient shall resume the work only upon receipt of written instructions from the Energy Commission Grants Officer.

15. Travel and Per Diem

For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees assigned responsibilities for this award are permanently assigned. Travel expenditures not listed in this section cannot be reimbursed.

Travel not listed in the Budget section of this Agreement shall require prior written authorization from the Commission Agreement Manager. Recipient shall be reimbursed for authorized travel and per diem up to, but not to exceed, the rates allowed nonrepresented state employees. A copy of the current allowable reimbursement rates can be obtained by contacting the Commission's Grants and Loans Office at (916) 654-4381.

Travel expense claims must detail expenses using the allowable rates, and Recipient must sign and date the travel expense claim before submitting the travel expense claim to the Commission for payment. Expenses must be listed by trip including dates and times of departure and return. Travel expense claims and supporting receipts and expense documentation shall be attached to the Recipient's Payment Request. A vehicle license number is required when claiming mileage, parking, or toll charges. Questions regarding allowable travel expenses or per diem should be addressed to the Commission Agreement Manager.

16. License

The Commission shall be granted a no-cost, nonexclusive, nontransferable, irrevocable worldwide license to use or have practiced for or on behalf of the State of California inventions developed hereunder and patents or patent applications derived from such inventions. Recipient must obtain agreements to effectuate this clause with all persons or entities obtaining ownership interest in the patented subject inventions.

The Commission makes no claim to intellectual property that existed prior to this Agreement and was developed without Commission funding. If applicable, the Recipient gives notice that the items listed in the Intellectual Property attachment or exhibit have been developed without Commission funding and prior to the start of this Agreement. This list represents a brief description of the prior developed intellectual property. A detailed description of the intellectual property, as it exists on the effective date of this Agreement, may be necessary if Commission funds are used to further develop the listed intellectual property. This information will assist the parties to make an informed decision regarding intellectual property rights.

The Commission shall be granted the no-cost use of the technical data first produced or specifically used in the performance of this Agreement.

The Commission shall be granted a royalty-free nonexclusive, irrevocable, nontransferable worldwide license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable material first produced or composed in the performance of this Agreement.

17. Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this award shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by Commission Agreement Manager, shall be borne in total by Recipient and not the Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- (1) Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the Commission Agreement Manager. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission;
- (2) The Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- (3) The Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the Commission Agreement Manager pursuant to application of (1) and (2) above. In the event the Commission directs Recipient/subcontractor not to re-perform a task, the Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

18. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are ~~rate caps, or the maximum amount allowed to be billed. The Recipient can only bill~~ for actual expenses incurred at the Recipient's actual direct labor rate(s), fringe benefit rate(s), and indirect rate(s), not to exceed the rates specified in the Budget.

a. Payment Requests

The Recipient may request payment from the Commission at any time during the term of this Agreement although it is preferred that payment requests be submitted with the progress reports.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has paid for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

As a general rule, advance payments are not allowed and discouraged. The Commission, at its sole discretion, may honor advance payment requests if warranted by **compelling need**. Advance payments shall only be made upon the satisfaction of conditions intended to protect Commission funds from loss or misuse, including (1) depositing all advance payments into a separate interest-earning account; (2) reporting interest earned on advance payments to the Commission Agreement Manager; (3) the accounting of all advance payments within a timeframe specified by the Grants and Loans Office; (4) returning all unused advance payments and interest or portion thereof, within 60 days of the termination of this Agreement; and (5) other conditions as specified by the Grants and Loans Office.

Funds in this award have a limited period in which they must be expended. All Recipient expenditures (Commission-reimbursable and match share) must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form (Exhibit A), and must be received no later than 30 days after the end of the term of the agreement. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Commission and match share. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the Commission Agreement Manager will inform the Recipient and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any receipt or invoice in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify to the best of my knowledge and belief that this report is correct and complete and all outlays and obligations are for the purposes set forth in the funding Agreement and that the reimbursement of these costs has not and will not be received under other sources including, but not limited to, a Government Entity contract, subcontract or other procurement method.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The Commission Agreement Manager will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the Commission Agreement Manager.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the Commission Agreement Manager.
- All products due have been submitted and are satisfactory to the Commission Agreement Manager:
- Other prepayment conditions as may be required by the Commission Agreement Manager have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, General and Administrative (G&A), and Facilities and Administration (F&A)

Indirect cost rates must be developed in accordance with generally accepted accounting principles and the applicable OMB circulars or federal acquisition regulations. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead, G&A, or F&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed at,

www.energy.ca.gov/contracts/pier/PIERInvoicingInstructions.doc

- The cost pools used to develop the federal rates must be allocable to the Commission Agreement, and the rates must be representative of the portion of costs benefiting the Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Commission Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

g. Retention

It is the Commission's policy to retain 10 percent of any payment request or 10 percent of the total Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The Commission Agreement Manager will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller's Office

Payments are made by the State Controller's Office.

19. Fiscal Accounting Requirements

The Recipient shall review and comply with the administrative requirements outlined in the applicable sections of the OMB circulars and/or federal regulations incorporated as part of the funding Agreement. The OMB circulars and/or federal regulations are supplemented with the following requirements:

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Commission funds for each project funded by the Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the project has been formally concluded, or final payment received, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with Commission funds shall be retained for three years after its final disposition.

c. Audits

Upon written request from the Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Commission or any other agency of the state, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the state. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the Commission Agreement Manager within 30 days of the completion of such audits.

d. Match or Cost Share (match)

If the Budget includes match, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Commission funds. Commission funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind services) and provide complete documentation of expenditures as described under "Payment of Funds."

20. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the state, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

21. Disputes

In the event of a dispute or grievance between Recipient and the Commission regarding this Agreement, the following two-step procedure shall be followed by both parties. Recipient shall continue with responsibilities under this Agreement during any dispute.

a. Commission Dispute Resolution

The Recipient shall first discuss the problem informally with the Commission Agreement Manager. If the problem cannot be resolved at this stage, the Recipient must direct the grievance together with any evidence, in writing, to the Commission Grants and Loans Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Recipient's

position and the remedy sought. The Commission Grants and Loans Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Recipient. The Grants and Loans Officer shall respond in writing to the Recipient, indicating a decision supported by reasons. Should the Recipient disagree with the Grants and Loans Officer decision, the Recipient may appeal to the second level.

The Recipient must prepare a letter indicating why the Grants and Loans Officer's decision is unacceptable, attaching to it the Recipient's original statement of the dispute with supporting documents, along with a copy of the Grants and Loans Officer's response. This letter shall be sent to the Executive Director at the Commission within ten (10) working days from receipt of the Grants and Loans Officer's decision. The Executive Director or designee shall meet with the Recipient to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Recipient within twenty (20) working days of receipt of the Recipient's letter. The Executive Director may exercise the option of presenting the decision to the Commission at a business meeting. Should the Recipient disagree with the Executive Director's decision, the Recipient may appeal to the Commission at a regularly scheduled business meeting. Recipient will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

b. Mutual Agreement for Arbitration

Should the Commission's Dispute Resolution procedure described above fail to resolve a dispute or grievance to the satisfaction of the Recipient, either party may seek to have the dispute or grievance resolved through binding arbitration. Both parties must consent before submitting the dispute to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later than six (6) months after the date of the termination of this Agreement, irrespective of when the dispute or grievance arose, and irrespective of the applicable statute of limitations for a suit based on the dispute or grievance.

The cost of arbitration shall be borne by the parties as follows:

- i) The AAA's administrative fees shall be borne equally by the parties;

- ii) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- iii) Witness expenses for either side shall be paid by the party producing the witness;
- iv) Each party shall bear the cost of its own travel expenses;
- v) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Agreement funds. Both parties must agree, in writing, to utilize Agreement funds to pay for arbitration costs.

If the parties do not mutually agree to binding arbitration, the sole forum to resolve the dispute is State court.

22. Workers' Compensation Insurance

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the Commission Agreement Manager satisfactory evidence of this insurance at any time the Commission Agreement Manager may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the Commission Agreement Manager satisfactory evidence of this insurance at any time the Commission Agreement Manager may request.

23. General Provisions

- a. **Governing Law**

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

- b. **Independent Capacity**

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

- c. **Assignment**

Without the written consent of the Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

- d. **Timeliness**

Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Commission of the occurrence of each of the following:

- (a) A change of address.
- (b) A change in the business name or ownership.
- (c) The existence of any litigation or other legal proceeding affecting the project.
- (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
- (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Commission is not satisfied that the new entity can perform as the original Recipient, the Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"

- "Equipment"
- "Change in Business"
- "Disputes"
- "Termination"
- "Audit"
- "Indemnification"
- "License"
- "Fiscal Accounting Requirements"

24. Certifications and Compliance

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 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 Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient 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:

- (1) 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 as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- e. Americans with Disabilities Act
- By signing this Agreement, Recipient assures the State that it complies with 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 applicable regulations and guidelines issued pursuant to the ADA.

25. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

26. Confidentiality

a. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Energy Commission Grants Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume; no Confidential Information will be in the "public" volume.

c. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

d. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

27. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

28. Key Personnel and Key Subcontractors

a. Key Personnel

Key personnel are employees of the Recipient who are critical to the outcome of the project. For example, they may have expertise in the particular field or have experience that is not available from another source. Replacing these individuals may affect the outcome of the project. Key personnel, listed in the SOW exhibit, may not be substituted without the Commission Agreement Manager's approval. Such approval shall not be unreasonably withheld. Recipient may substitute all other personnel, with reasonable advance notification made to the Commission Agreement Manager.

b. Key Subcontractors

Key subcontractors are subcontractors or vendors to the Recipient who are critical to the outcome of the project. As with key personnel, key subcontractors may have expertise in the particular field or have experience that is not available from another source. Replacing these subcontractors may affect the outcome of the project. An employee of the Recipient's subcontractor or vendor may also qualify as "key." Key subcontractors, listed in the SOW exhibit, may not be substituted without the Commission Agreement Manager's approval. Such approval shall not be unreasonably withheld. Recipient may substitute all other subcontractors, with reasonable advance notification made to the Commission Agreement Manager. Replacement of key subcontractors is subject to the "Contracting and Procurement Procedures" section contained within these terms and conditions.

29. Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this grant, Recipient as a material term of this agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this grant, Recipient must either:

- (a) Proceed on the assumption that the project is a public work and ensure that:
- (i) prevailing wages are paid; and
 - (ii) the project budget for labor reflects these prevailing wage requirements; and
 - (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before the grant agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this agreement that excuses the Energy Commission's performance of this grant agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this award and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this grant award, as a material term of this agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting the award for this grant.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (b) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this grant, and Energy Commission shall be relieved of any obligation to pay said funds.

30. Intellectual Property

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

**Exhibit D
Contacts List**

<p>Commission Grant Manager:</p> <p>Pablo Gutierrez California Energy Commission 1516 Ninth Street, MS - 45 Sacramento, CA 95814 Phone: (916) 654-4663 e-mail: Pablo.Gutierrez@energy.ca.gov</p>	<p>Grantee Project Manager:</p> <p>Joshua Hart County of Inyo PO Drawer L 168 North Edwards Independence, CA 93526 Phone: (760) 878-0382 e-mail: jhart@inyocounty.us</p>
<p>Commission Grant's Officer:</p> <p>Cory Irish California Energy Commission 1516 Ninth Street, MS - 18 Sacramento, CA 95814 Phone: (916) 654-4739 Fax: (916) 654-4423 e-mail: Cory.Irish@energy.ca.gov</p>	<p>Grantee Administrator:</p> <p>Kevin Carunchio County of Inyo PO Drawer L 168 North Edwards Independence, CA 93526 Phone: (760) 878-0300 e-mail: kcarunchio@inyocounty.us</p>
<p>Commission Accounting Officer:</p> <p>Kathy Jones California Energy Commission 1516 Ninth Street, MS - 2 Sacramento, CA 95814 Phone: (916) 654-4377 Fax: (916) 653-1435 e-mail: kathy.jones@energy.ca.gov</p>	<p>Grantee Accounting Officer:</p> <p>Elaine Kabala County of Inyo PO Drawer L 168 North Edwards Independence, CA 93526 Phone: (760) 878-0263 e-mail: ekabala@inyocounty.us</p>
<p>Commission Legal Notice:</p> <p>Tatyana Yakshina Grants Manager 1516 Ninth Street, MS-18 Sacramento, CA 95814-5512 Phone: (916) 654-4204 Fax: (916) 654-4423 e-mail: Tatyana.Yakshina@energy.ca.gov</p>	

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX ENVIRONMENTAL PLANNING, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: DECEMBER 1, 2014

TO: JUNE 30, 2016

SCHEDULE OF FEES:

Inyo County will reimburse HELIX Environmental Planning, Inc. for costs incurred to complete the tasks to the satisfaction of the County and the CEC, at the rates specified, and as identified in the Grant Agreement between the County and the CEC (refer to Attachment A Exhibit 2). Total payments to Helix Environmental Planning, Inc. shall not exceed \$320,000. Invoicing from HELIX Environmental Planning, Inc. will meet CEC requirements, as indicated in the Grant Agreement and as may be required by the County and the CEC, and shall indicate the percent complete of each task. The County will also retain 10 percent of each payment until the project is complete and the 10-percent withholding is released by the CEC to Inyo County, per Section 18(g) of the CEC Terms and Conditions, that states: It is the Commissions policy to retain 10-percent of any payment request or 10-percent of the total Commission award at the end of the project The County will, in compliance with the CEC's policy, not reimburse Helix Environmental Planning, Inc. for 10 percent of approved invoices until the completion of the project and the County is reimbursed by the CEC.

The percentage of total payment shall not exceed the percentage of completed project at any time during the project duration, less 10 percent. Final payment will be made when all work is completed to the satisfaction of Inyo County and the CEC, and the CEC releases the 10-percent withholding to the County. Costs incurred for materials necessary to complete the tasks as stated in the SOW will be paid out of the \$320,000 total cost of the contracted work as approved by the CEC.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX ENVIRONMENTAL PLANNING, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: DECEMBER 1, 2014

TO: JUNE 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

HELIX Environmental Planning, Inc. will be compensated only for expenses incurred while performing tasks specified in the Grant Agreement between Inyo County and the CEC (refer to Attachment A Exhibit 2) in compliance with CEC requirements. Travel and Per Diem expenses will be paid out of the \$320,000 total cost of the contracted work.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:
AGENDA NUMBER

11

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Resolution and Notice of Completion for the Agriculture Storage Building Project.

DEPARTMENTAL RECOMMENDATIONS: Request Board approval of Resolution accepting the improvements and authorizing the recording of a Notice of Completion for the Agriculture Storage Building Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Rudolph Construction, Inc., of Bishop, California recently completed construction on the Inyo/Mono Counties Agriculture Storage Building Project. The primary objective of the Inyo/Mono Counties Agriculture Storage Building Project was to construct a new 5,000 square foot metal building to house vehicles, test equipment, lab equipment, and other related equipment used by the Agricultural Commissioner's Office (Weed Abatement, Mosquito Abatement, Weights and Measures). Additional project improvements included a new paved parking lot, drainage improvements, and public improvements along Wye Road (sidewalk, curb and gutter). The estimated final construction contract amount (not including construction engineering/inspection) for the Inyo/Mono Counties Agriculture Storage Building Project is \$596,130.00.

On October 10, 2014, the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

ALTERNATIVES: The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended because it will extend the period during which Stop Notices can be filed and will delay return of retention to the Contractor.

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

FINANCING: Funds for this project are encumbered in the Agriculture Building Project, Budget Unit 010207, Object Code 5640, Structures and Improvements. The costs for construction of the Inyo/Mono Counties Agriculture Storage Building Project are funded from both Inyo and Mono Counties Building Trust Funds, and a Treasury Loan secured by the Inyo and Mono Counties Agricultural Commissioner's Office.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) <i>Marge HW</i> Approved: <input checked="" type="checkbox"/> Date <u>11/05/14</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date <u>11/5/14</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <i>N/A</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 11/5/14
(Not to be signed until all approvals are received)

RESOLUTION #2014 -

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
INYO/MONO COUNTIES, AGRICULTURE STORAGE BUILDING PROJECT**

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the Inyo/Mono Counties, Agriculture Storage Building Project has been completed by Rudolph Construction, Inc. of Bishop, California in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Inyo/Mono Counties, Agriculture Storage Building Project.

Passed, approved and adopted this 12th day of November, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of Inyo
c/o Director of Public Works
Public Works Department
168 N. Edwards Street
P.O. Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Agriculture Storage Building Project on the property hereinafter described was completed on October 20, 2014 and was accepted by the Inyo County Board of Supervisors on November 12, 2014.
2. The property on which the Agriculture Storage Building Project has been completed and located is on 218 Wye Road in Bishop, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, leases and maintains the property located at 218 Wye Road, Bishop, CA.
4. The undersigned, Clint Quilter, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted November 12, 2014, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Agriculture Storage Building Project pursuant to contract with the owner is Rudolph Construction, Inc. of Bishop, CA.

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

COUNTY OF INYO

Dated:

By: _____
Clint Quilter, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Clint Quilter, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Agriculture Storage Building Project , and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Clint G. Quilter



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER <i>12</i>

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Amend a Three-Year Contract for Propane Services.

DEPARTMENTAL RECOMMENDATIONS:

1. Request that your Board approve Amendment #1 to a three-year contract for Propane Services with Amerigas, the amendment will increase \$2,400 the not-to-exceed amount of \$601,498.00 resulting in a revised not to exceed amount of \$603,898.00 subject to annual funding authority.
2. Authorize the Chairperson to sign the Amendment to the contract contingent upon the appropriate signatures being obtained and contingent upon adoption of future budgets.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

On August 27, 2013 , Inyo County entered into an Agreement with Amerigas of Bishop to provide liquefied propane gas (LPG) at specific County facilities. This is a three (3) year agreement, for the period beginning September 1, 2013 until June 30, 2016. The upcoming Completion of the Ag Building Facility will require the Building and Maintenance to add this location for propane service.

ALTERNATIVES:

The Board could elect not to approve this request and direct staff to obtain a separate purchase order. This is not recommended, as the Public Works Department has invested time in the current arrangement. Additionally, staff is very satisfied with Amerigas responsiveness to billing errors.

OTHER AGENCY INVOLVEMENT:

Auditor's Office. County Counsel

FINANCING:

Funding for this work is budgeted in the Building & Maintenance (011100) Utilities Object code 5351

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Council prior to submission to the board clerk.)

Margaret Kemp-Williams

Approved:

Date 10/22/14

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Signature]

Approved:

Date 10/25/14

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____

Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: _____

10/28/14

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Amerigas.
FOR THE PROVISION OF LIQUEFIED PROPANE**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Amerigas of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of goods dated October 15, 2014, on County of Inyo Standard Contract No. 113, for the term from September 1, 2013 to June 30, 2016.

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

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

County and Contractor hereby amend such Agreement as follows:

Amend Section 3 COMPENSATION: Attachment B – Exhibit B as follows:

Revising to read as stated in exhibit "B" here to and incorporated herein by this reference as though set forth fully.

2. TERM

The term of the agreement shall be from September 1, 2013 to June 30, 2016 unless terminated as provided below.

Amend Section 3, CONSIDERATION, D. to read as follows:

3. D. Limit upon the amount payable under Agreement. The total sum of all payments made by the County to contractor for services and work performed under this Agreement shall not exceed \$603,898.00

The effective date of this amendment to the Agreement is November 12, 2014.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Amerigas.**

FOR THE PROVISION OF LIQUEFIED PROPANE

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
12th DAY OF NOVEMBER, 2014.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification Number:

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Amerigas.
FOR THE PROVISION OF LIQUEFIED PROPANE**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
12th DAY OF NOVEMBER, 2014.

COUNTY OF INYO

CONTRACTOR

By: _____

By:  _____

Dated: _____

Dated: 10-20-2014

APPROVED AS TO FORM AND
LEGALITY:

Taxpayer's Identification Number:
232787917

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

**EXHIBIT B
SCHEDULE OF FEES**

This Bid was received on 8-14, 2013 at 12:00
 ATTEST: Kevin D. Canuncho
 County Administrative Officer and Clerk of the Box
 Inyo County, California

By P. Kunselling
 Assistant

**INYO COUNTY LIQUIFIED PROPANE BID PACKAGE
 VENDOR SUPPLIED TANKS**

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	BID PRICE
18	3000	Bishop Library 208 Academy Street Bishop, CA	.29
19	1000	Bishop Road Shop 701 S. Main Street Bishop, CA	.29
20	800	Search & Rescue Bishop Airport	.29
21	500	Quonset Hut Bishop Airport	.29
22	2500	Bishop Landfill Sunland Res Road Bishop, CA	.29
23	2400	Big Pine Town Hall 150 Dewey Street Big Pine, CA	.29
24	900	Animal Shelter County Road behind Big Pine Convalescent Hospital Big Pine, CA	.29
25	285	Big Pine Road Yard 150 Dewey Street Big Pine, CA	.29
26	1000	Lone Pine Landfill Substation Road Lone Pine, CA	.29
27	600	Bishop Probation 912-914 N. Main Street Bishop, CA	.29
28	1200	Bishop Wellness Center 130 Short Street Bishop, CA	.29
29	3500	Progress House 536 N. Second Street Bishop, CA	.29
30	750	AG Building 218 Wye Road Bishop, Ca	
TOTAL ESTIMATED GALLONS: 106,885 PER YEAR FOR COUNTY OWNED & VENDOR SUPPLIED TANKS	BID PRICE FOR ALL COUNTY LOCATIONS		



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 <i>13</i>

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 12, 2014

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 Exhibit 9-B Local Agency DBE Annual Submittal Form for the 2014/2015 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 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 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 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 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.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>10/29/14</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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

[Signature] Date: 10/30/14

EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

TO: CALTRANS DISTRICT 9
Forest Becket District Local Assistance Office Chief

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

The City/County/Region of County of Inyo
submits our annual 9-B information for the Federal Fiscal Year 2014/2015, beginning on October 1 and ending on September 30.

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 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.

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

“A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

- Prompt Payment Provision No. 3 is included in its entirety in the county’s contract documents.

(Signature)

(Date)

Rick Pucci, Chairperson
County of Inyo Board of Supervisors

760-878-0373
(Phone Number)

Forest Becket, Caltrans District 9 Local Assistance Office Chief

(Date)

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

(Attachment)

**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.

- Method 1:** 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.
- Method 2:** No retainage will be held by the agency from progress payments due to 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.
- Method 3:** 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 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.



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
14

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Approval of Amendment No. 2 to the contract for engineering services with Quincy Engineering, Inc.

DEPARTMENTAL RECOMMENDATIONS: Request Board approve Amendment No. 2 to the County of Inyo Standard Contract No. 156 between the County of Inyo and Quincy Engineering, Inc. (Quincy) of Rancho Cordova, California in the amount of \$1,209,700 for engineering services for bridges over the Los Angeles Aqueduct at Carroll Creek and Walker Creek Roads, and over Oak Creek at Bell Access Road; increasing the total contract amount to \$1,318,300; and authorize the chairperson to execute the Amendment, contingent upon obtaining appropriate signatures, and contingent upon adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Each of these bridges qualifies for federal Highway Bridge Program (HBP) funding for rehabilitation or replacement. The purpose of the HBP is to replace or rehabilitate bridges over waterways, highways, or other topographical barriers when the state and the Federal Highway Administration determine that a bridge is significantly important and is unsafe because of structural deficiencies, physical deterioration, or functional obsolescence. Bridges that have a clear span of at least 20 feet which are rated as Structurally Deficient (SD) or Functionally Obsolete (FO) and have a sufficiency rating of less than 50 are eligible for replacement. Bridges that are rated as SD or FO and have a sufficiency rating of less than 80 may be eligible for rehabilitation or replacement. The projects are federally funded by the Highway Bridge Program (HBP), which will reimburse the county for 100 percent of the engineering and construction costs for the project, using Toll Credits to fund the match.

The bridges over the Los Angeles Aqueduct at Carroll Creek and Walker Creek Roads are rated as structurally deficient, and are eligible for replacement. The bridge over Oak Creek at Bell Access Road that was damaged during the 2008 mudslide is eligible for rehabilitation (damage repair). Each of the bridges also has deficient bridge rail and guardrail.

Quincy's initial contract was for preparation of a Project Study Report for each bridge to justify additional engineering, environmental, right-of-way, and construction costs. Caltrans has approved Quincy's approach to the work, and has approved the additional costs for Preliminary Engineering (PE) for the project. Preliminary Engineering for the projects consists of conducting final geotechnical, hydraulic, engineering analysis, utility coordination, environmental studies, right-of-way engineering, bridge design, roadway design, and plan and specification preparation, permitting, right-of-way appraisal and acquisition, and bidding assistance. These tasks are described in more detail in the attached Amendment No. 1. Costs for the tasks listed as *Optional* are not included in this proposal. Quincy estimates that engineering will be completed in late 2015, and that the projects will be in construction in spring 2015.

ALTERNATIVES:

The Board could choose not to approve the amendment for engineering services with Quincy for the bridge projects. This is not recommended because the Public Works Department does not have enough qualified staff to complete the engineering, and would need to identify another consultant to provide engineering services. Additional delays may affect the availability of HBP funding for the projects.

OTHER AGENCY INVOLVEMENT:

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

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

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>10/29/14</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date <u>10/30/2014</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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

[Signature] Date: 10/30/14

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering, Inc., of Sacramento, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated February 12, 2013, on County of Inyo Standard Contract No. 156, for the term from February 12, 2013 to December 30, 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:

1. 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, including travel and per diem expenses, if any, shall not exceed One Million, Three Hundred Eighteen Thousand, Three Hundred Dollars and No Cents (\$1,318,300) (hereinafter referred to as "contract limit").
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for engineering services for the L.A. Aqueduct at Carroll Creek Road, L.A. Aqueduct at Walker Creek Road, and Oak Creek at Bell Access Road in Attachment A2 to the Contract.
3. Quincy's fees, including travel and per diem rates, for the scope of work described in Attachment A2 to the Contract shall be the fees listed in Quincy's *Year 2014 Hourly Rates* included as Attachment B2 to Amendment No. 2 to the Contract.

The effective date of this amendment to the Agreement is November 12, 2014.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF _____, 2014.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

CONSULTANT

By: John Quincy

Dated: 10/27/14

Taxpayer's Identification Number:

680269312

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF _____, 2014.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

CONSULTANT

By: John Quincy

Dated: 10/27/14

Taxpayer's Identification Number:

680269312

ATTACHMENT A2

**AGREEMENT BETWEEN COUNTY OF INYO
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES**

TERM:

FROM: February 12, 2013 **TO:** December 30, 2015

SCOPE OF WORK:

The scope of work described in the original contract, dated February 12, 2013, is revised to include additional tasks required to complete engineering and environmental work for bridges at the L.A. Aqueduct at Carroll Creek Road, L.A. Aqueduct at Walker Creek Road, and Oak Creek at Bell Access Road, as described in Attachment A2 to the Contract. The scope of services and estimated fee for these services shall be as set forth in Quincy's proposals entitled *Scope Summary for Bridge Engineering Consultant Services, Oak Creek Road (Bell Access Road) Over Oak Creek; LA Aqueduct at Carroll Creek Road; and LA Aqueduct at Walker Creek Road*, which are included in Attachment A2 to this amendment. Tasks described as *Optional* are not, at this time, included in the consultant's scope of work.

LA AQUEDUCT AT CARROLL CREEK ROAD

LA Aqueduct at Carroll Creek Road

Scope Summary for Bridge Engineering Consultant Services

Quincy Engineering, Inc. has completed the Phase 1- Project Scoping of the project scope of work. This amendment is for Phase 2-Preliminary Engineering and Phase 3- Design Engineering of the project scope of work. Phase 4- Construction Support may be added with a future amendment.

The following tasks will be performed by the Quincy Engineering Team for the design of a new bridge and approach roadways in phases 2 and 3:

- Provide project management, project meetings, project schedules and HBP programming (6A, 6B and 6D submittals);
- Preparation of Type Selection Memo, Basis of Design and Project Report;
- Preparation of preliminary and final roadway and bridge plans and cost estimates pursuant to Caltrans methods;
- Preparation of final Geotechnical tests and reports in accordance with Caltrans Local Assistance Procedures Manual (LAPM);
- Preparation of Hydraulic studies and reports in accordance with Caltrans LAPM;
- Preparation of Environmental Documents, studies, and permit applications;
- Preparation of Utility Coordination in accordance with LAPM;
- Preparation of preliminary and final Right-of-Way Engineering documents; and
- Coordination with Inyo County's Project Manager.

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

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

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

PHASE 1 – PROJECT SCOPING (COMPLETE)

TASK 1 – PROJECT STUDY REPORT & HBP PROGRAMMING

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

1.1– Kickoff meeting - A kick-off meeting will be held after the notice to

Task 1 Products:

- **KO Meeting**
- **Summary Memorandum**
 - Environmental
 - Geotechnical
 - Hydraulic
- **Project Study Report**
- **HBP Programming Documents**
 - Form 6A,6B, & 6D
 - Form 7B

proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the scope of work, and define the roles and responsibilities of the various Team members.

1.2– Summary Memorandum & Planning Study– Following the kickoff meeting, a summary memorandum will be developed by each sub-consultant. It will be a qualitative assessment of the project components specific to their area of specialty. This assessment will form the basis and provide backup information for the Project Study Report. QEI will develop planning level studies as needed to understand the order of magnitude of the project. The potential bridge Type, Size, and Location as well as the potential roadway alignments will be conceptually developed. The approximate construction costs and schedule will also be developed.

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

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

PHASE 2 - PRELIMINARY ENGINEERING

TASK 2 - PROJECT MANAGEMENT

Task 2.1 - Project Management

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

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

Task 2 Products:

- Final Scope/Schedule
- Project Meetings (6)
- Project Progress Reports
- HBP Paperwork

Task 2.2 - Project Review Meetings

QEI will lead project meetings:

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

Task 2.3 - Obtain Temporary Rights of Entry for Preliminary Engineering Activities

Task 2.3.1 - Prepare Site Plan and Description of Preliminary Engineering Activities

Quincy will coordinate with the project team and the County to obtain rights of entry for all future preliminary engineering tasks. Quincy will prepare a site plan and a description of all required activities and equipment necessary to facilitate the onsite activities required for project development.

Task 2.3.2 - Contact with Government Entities/ Utility Owners / Private Parties

Quincy will contact owners of affected government lands, utilities and private parties before any field activities to inform them of upcoming work on or near their property/easement/utility. Each property owner will be contacted first by phone call, then by letter to explain the types of activities anticipated.

Task 2.3.3 - Prepare Rights of Entry Contracts

Quincy will prepare contracts for the rights of entry agreement between the County and each property owner for rights of entry. It is assumed that three (3) contracts will be needed for this project. The contract will list all name of each firm expect to need rights of entry for the project. In the event that an existing property changes hands, it is assumed that the new property owner will honor the existing agreement.

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

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

- Conduct an aerial topographic survey, stream cross-sections, and preliminary right-of-way determination.
- At least three semi-permanent horizontal and vertical control points will be placed during the course of the survey.
- An acceptable benchmark will be tied into the survey in order to transfer referenced elevations to the site. All mapping will be referenced to the benchmark datum. Horizontal coordinates will be referenced to the California Coordinate System.
- Aerial targets will be set at the direction of the photogrammetrist. GPS observations will be taken to determine values relative to the project control. All aerial deliverables will utilize the existing project control.
- Aerial Mapping will be compiled showing all visible structures and improvements. Aerial mapping will be used to develop a project base map and digital terrain model (DTM). The DTM will be used to generate contours 1 foot with appropriate 3D break-lines.
- A color digital photo background utilizing aerial photography will be compiled. The imagery will be ortho-rectified based on project aerial control. The digital aerial photo will provide a background for planning purposes and visual display.
- Survey six cross-sections -- three upstream and three downstream of the proposed bridge at approximately 50-100' intervals and defined by the Hydraulics Engineer.
- Review record maps and deeds to determine preliminary right-of-way needs for each alternative alignment based on information developed by the Team and obtained from the County. The

Task 3 Products:

- Topographic Aerial Survey & Mapping
- Color Orthophoto
- Creek Cross Sections
- Preliminary Right-of-Way Mapping
- Proposed Right of Way Staking

existing property boundary information will be obtained from the County and will be shown on the topographic mapping including parcel numbers.

- Title Reports will be obtained by Bender Rosenthal, Inc. for determination of legal descriptions and existing easements.
 - After plans have been prepared and a preliminary alignment has been established, the final alignment will be staked in the field with inter-visible stakes so that the layout can be observed during a field visit.
-

TASK 4 - PRELIMINARY ENGINEERING

Task 4.1 - Basis of Design

QEI will develop the Basis of Design document to summarize project design criteria and standards. A Roadway Design Criteria Memorandum will also be developed to support the decisions presented in the basis of design.

Task 4.2 - Project Description

QEI will develop a project description describing the existing facilities, project location and setting, the need and purpose of the project, site constraints and environmental, right-of-way and utility concerns.

Task 4.3 - Preliminary Roadway Plans

QEI will develop:

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

Task 4.4 - Advanced Planning Studies & Type Selection Report

QEI will develop up to three Advance Planning Studies (APS) based on the site topographic information, preliminary geotechnical report, preliminary hydraulic analysis, the preliminary environmental findings and all other relevant site constraints.

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

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

Task 4 Products:

- Basis of Design
- Project Description
- Preliminary Plan & Profile Sheets
- Preliminary Roadway, Bridge & Project Cost Estimates
- Bridge Advance Planning Studies
- Type Selection Report
- Alternative Aesthetic Treatment Photos
- 30% Plans of Preferred Alternative

TASK 5 – FINAL HYDRAULIC STUDIES

WRECO will perform Location Hydraulic Study (LHS) and Bridge Design Hydraulic Study (DHS). WRECO will prepare the Floodplain Evaluation Report for LHS and Bridge Design Hydraulic Study Report for DHS. WRECO will provide the Project Team's structural engineers with necessary hydraulic data for their bridge structure and foundation design.

Task 5 Products:

- Draft and Final Floodplain Evaluation Report
- Draft and Final Bridge Design Hydraulics Study
- Attend Project Meeting (1)

Task 5.1 - Project Meetings

WRECO will attend one (1) coordination meeting and participate in up to two (2) conference calls with the County of Inyo (County) and Project Team staff.

Task 5.2 - Comment Review

WRECO will review and respond to the County's and Caltrans' review comments on the Phase 1 H&H Technical Memo.

Task 5.3 - Hydrologic Analysis

WRECO will update the hydrologic analysis to confirm the design flows, including the design flows for L.A. Aqueduct and the design flows from the watershed going to the existing bridge/overchute.

Task 5.4 - Hydraulic Analysis

WRECO will perform a final hydraulic analysis based on the preferred bridge design alternative. WRECO will set up the hydraulic model per the topographic information and final bridge and roadway design provided by Quincy Engineering, Inc. (Quincy). It is assumed that the existing bridge/overchute will remain and the flood flows will continue to be routed to it. WRECO will also perform a hydraulic analysis for the low-flow crossing (Arizona crossing), which is downstream from the proposed bridge site.

Task 5.5 - Bridge Location Hydraulic Study

WRECO will perform qualitative hydrologic, hydraulic, and geomorphic assessments to determine the potential impacts from the proposed Project to the floodplains. WRECO will prepare a Floodplain Evaluation Report and include our findings in the report. The LHS is a preliminary study of base floodplain encroachments and will be performed by a registered engineer with hydraulic expertise.

Task 5.6 - Scour Analysis

WRECO will perform a bridge scour analysis and low water crossing scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration's (FHWA) HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures for the proposed bridge and low water crossing per the HEC-23 and California Bank and Shore Protection Manual.

WRECO will work with Quincy staff to ensure there will be no bridge or low water crossing scour concerns for the low water crossing and the existing and proposed bridges. The L.A. Aqueduct is lined with adequate freeboard, and scour should not be an issue. However, the watershed runoff reaching the bridge site(s) needs to be controlled to avoid severe damages to the bridge abutments and approach roads. Our study will focus on site grading (designed by Quincy) to ensure proper grading scheme is proposed for the Project site.

Task 5.7 - Bridge Design Hydraulic Study Report

WRECO will prepare a Bridge Design Hydraulic Study Report to summarize the results from the hydrologic, hydraulic, and bridge scour analyses and recommendations for bridge scour countermeasures. The report will include all of the detailed hydraulic model output.

TASK 6 –FINAL GEOTECHNICAL INVESTIGATION

Kleinfelder will perform the Geotechnical Investigations.

It is anticipated the bridge replacement will consist of a single span structure. The purpose of the geotechnical investigation will be to explore and evaluate the subsurface conditions at the site and develop geotechnical engineering recommendations to aid in project design and construction. Scope of services will include a field exploration program, laboratory testing, engineering analyses, and delivery of a design level geotechnical report. The report will be prepared in accordance with Caltrans procedures, regulations, manuals standards, policies, and format.

It is anticipated the geotechnical field exploration program associated with the bridge design will need to be performed in a manner that will keep the bridge open during the day. As such, our field work will include traffic control and signage alerting vehicles of the field work.

Task 6.1 - Geotechnical Investigation and Foundation Report (FR) - The geotechnical workscope will include field exploration, laboratory testing, and analysis to support the preparation of a design-level Foundation Report (FR).

Task 6.2 - Pre-field Activities

- Review project limits and mark the exploratory boring locations for utility clearance.
- Prepare and submit applications, and obtain permits from the following agencies, as necessary:
 1. Encroachment Permit – Panorama and Quincy Engineering.
If it becomes necessary for our field work, it is assumed any permits for right-of-entry required by Los Angeles Department of Water and Power (LADWP) would be obtained by the designer and/or the County. However, time has been allotted to assist in preparing a description of field work and equipment for any submittals.
 2. Notify subscribing utility companies via Underground Service Alert (USA) at-least 48-hours, as required by law, prior to performing the exploratory borings.
- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.
- Retain the services of a California licensed traffic control subcontractor to provide traffic control and signage during the field exploration.
- Perform geologic review of any available stereoscopic air photos for any indication of near-site fault linaments.

Task 6.3 - Field Exploration Program

- Provide traffic signage.
- Perform a total of two (2) exploratory borings; 1 boring as close as possible to each abutment to depths up to 50 feet or refusal for anticipated pile types or 10' into competent rock.
- Obtain in-place penetration rates in accordance with ASTM D1586.

Task 6 Products:

- Draft Foundation Report
- Final Foundation Report
- Log of Test Borings (LOTB)

- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with the soil cuttings upon completion if determined to be permissible by LADWP, otherwise borings will be backfilled with grout.

Task 6.4 - Laboratory Testing Program

Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Anticipated tests include:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Unconfined Compression, ASTM D2166
- Grain-size distribution without hydrometer, ASTM D422
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643
- R-value, California Test Method No. 301

Task 6.5 - Engineering Analysis and Report Preparation

After the field and laboratory phases are complete, engineering evaluation and analysis of field and laboratory data will be performed based on furnished structure geometry and demand loads. A draft Foundation Report will be prepared, followed by a final Foundation report once all review comments have been received. The report will follow basic Caltrans LRFD guidelines and will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, if appropriate.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), if appropriate.
- Recommended design and specified tip elevations for up to three pile foundations, if appropriate.
- Recommendations for design of laterally loaded piles (provide soil parameters for use in LPILE), if appropriate.
- Recommendations for minimum pavement sections based on furnished traffic indexes.
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.

- Log of Test Boring drawings suitable for inclusion into the contract drawings.

TASK 7 - UTILITY COORDINATION

It is anticipated that three utilities will need to be identified and relocated. QEI will:

- Communicate and coordination with the utility companies by contacting them during the preliminary and final design phases.
- Maintain Utility Correspondence Diary
- Prepare a utility conflict map to show existing utility locations and locations where there are potential conflicts with construction.
- Prepare the A and B letters according to Caltrans and County procedures.
- Coordinate the relocation target areas and/or in place protection of the existing utilities for the project based on information obtained from the various affected utility owners.
- Contact utility companies and arrange for them to attend PDT meetings as needed.

Task 7 Products:

- Utility Conflict Map
- Utility A & B Letters

TASK 8 – ENVIRONMENTAL SERVICES

This scope of work describes Panorama Environmental Inc.'s (Panorama's) tasks for the Carroll Creek Bridge Replacement Project. The proposed project involves replacement of Carroll Creek Bridge and realignment of Carroll Creek Road. Panorama has coordinated with the California Department of Transportation (Caltrans) regarding environmental review of the project and a Preliminary Environmental Study (PES) was completed as part of the Phase I work. Caltrans determined the appropriate level of environmental review under the National Environmental Policy Act (NEPA) is a Categorical Exclusion (CE) with Studies (23 CFR 771.117(d)(3)). The PES identified the required studies. The proposed project is expected to be processed as an Initial Study/Mitigated Negative Declaration (IS/MND) under the California Environmental Quality Act (CEQA) (Title 14 CCR Section 15301). Caltrans will prepare the NEPA Categorical Exclusion. Panorama will prepare studies to support CEQA and NEPA documentation and will prepare the IS/MND for Inyo County.

- Task 8.1: Prepare Caltrans Environmental Studies
- Task 8.2: Prepare Initial Study/Mitigated Negative Declaration
- Task 8.3: Coordinate of Environmental and Engineering Tasks
- Task 8.4: Support County Native American Consultation

Task 8 Products:

- Area of Potential Effect (APE) Map
- Summary of Findings
- Draft and Final Archeological Survey Report (ASR)
- Draft and Final Historic Property Survey Report (HPSR)
- Draft and Final Historic Resources Evaluation Report (HRER)
- GIS Data
- Draft and Final Natural Environment Study (NES)
- Draft and Final Wetland Delineation Report, global positioning system (GPS) data
- Optional: Draft and Final Desert Tortoise Survey and Report
- Optional: Draft and Final Biological Assessment (BA) (Desert Tortoise)
- Administrative Draft IS/MND (electronic)
- Draft IS/MND (five hard copies)
- Notice of Completion (15 hard copies of IS to State Clearinghouse)
- Administrative Final IS/MND (electronic)
- Final IS/MND (two hard copies)

Task 8.1: Prepare Caltrans Environmental Studies

Panorama will prepare environmental studies to fulfill Caltrans requirements for a CE with Studies, in accordance with guidelines in the Caltrans Standard Environmental Reference (SER). This SOW includes preparation of the following studies, as identified in the PES:

- Archaeological Survey Report (ASR)
- Historic Property Survey Report (HPSR)
- Historic Resources Evaluation Report (HRER)
- Natural Environment Study (NES)
- Desert Tortoise Survey and Report
- Biological Assessment (BA)

The PES Form also requires preparation of a Floodplain Evaluation Report and Water Quality Technical Memo. It is assumed that WRECO is preparing the Floodplain Evaluation Report and that Quincy Engineering will prepare the Water Quality Technical Memo.

Task 8.1.1 Conduct Cultural Study and Prepare Cultural Reports

Panorama will oversee ASM's preparation of an ASR, HPSR, and HRER to support the Section 106 process. ASM will conduct a records search and literature review, complete a cultural resources pedestrian survey, and complete the reports.

Task 8.1.1.1: Conduct Cultural Study

Define Area of Potential Effect (APE). ASM will develop the area of potential effect (APE) map for cultural resource evaluation in coordination with the Caltrans' archaeologist. ASM will coordinate with Quincy Engineering during development of the APE map to ensure that the study areas adequately cover the full range of project activities and leave room for potential project changes or to reduce environmental impacts.

Records Search and Literature Review. ASM will conduct a records search at the Eastern Information Center, University of California Riverside (EIC), for an area extending 0.5 miles from the project location. ASM will also consult library and online resources to examine historic land survey and patent maps, topographic maps, and other pertinent historical documents. Prehistoric sites are anticipated to be found within the APE based on discussions with Caltrans. Caltrans has also stated that the LADWP Aqueduct at Carroll Creek Bridge is a registered historic resource.

Pedestrian Survey and Subsurface Work. ASM will conduct a Class III (Intensive) cultural resources inventory of the Carroll Creek study area (estimated to be 4.1 acres). All survey acreage will be accessed on foot, and no off-road vehicle travel will be conducted. Transects will be a maximum of 15 meters apart. ASM will obtain site access from BLM prior to conducting the survey on BLM administered land.

Cultural resources with 10 or more surface artifacts in a 10-meter-by-10-meter area will be classified as archeological "sites" while resources with less than 10 artifacts in proximity to one another area will be classified as "isolate finds" in adherence to guidelines for site classification developed by the Bureau of Land Management, Bishop Field Office, and normally employed during archaeological inventories on federal, state, and private lands throughout northern Inyo County. Any identified archaeological sites will be plotted on project maps using a Trimble GeoExplorer GPS receiver; each will be documented with standard California Department of Parks and Recreation (DPR) site record

forms, sketch maps, and 8-megapixel digital images. Isolated finds will also be logged on a DPR Primary Record form.

Constituents at prehistoric sites will be documented by:

1. Providing an estimate of surface artifact densities (within a designated amount of space)
2. Completing a technological inventory of lithic debitage
3. Preparing an overall artifact inventory
4. Preparing a summary of lithic material types

Artifacts will be further described, analyzed, and/or photographed as necessary.

ASM will also fully document historic archaeological sites in accordance with Secretary of Interior and California SHPO standards, each being inventoried, plotted, and mapped in largely the same fashion as prehistoric sites.

ASM will prepare a Summary of Findings letter after the survey that briefly describes the results and findings of the cultural resources inventory. This letter will include preliminary information to be used by the County for planning purposes in advance of submittal of the full, detailed results in the ASR and HPSR.

Optional Cultural Resources Task—Extended Phase I:

Caltrans may require an Extended Phase I after further review of the scope of the project. ASM will complete a series of shovel test excavations in the Carroll Creek study area along one or more linear alignments, as necessary. Each shovel probe will measure roughly 40 centimeters in diameter and will be excavated to 50 cm depth, soil/sediments permitting. The placement of shovel probes will be roughly 30 m apart along both sides of Carroll Creek Road; it is estimated that 15-25 probes will be excavated. Fewer test pits would be needed if resources are not located and more would be needed if resources are located. ASM will sift excavated matrix through backpacking screens (approximately 24 by 12 inches) fitted with ¼" (6-mm) mesh and onto plastic tarps to retain sediments. ASM will classify, tabulate, and return all recovered materials to probe locations during the process of backfilling. The presence/absence of cultural materials will be tracked with depth, as practical, in order to gauge any variation in density and composition.

Any cultural deposits or isolated artifacts unearthed where no surface manifestations are evident will be de facto classified as archaeological sites. ASM may introduce additional probes in an attempt to roughly define the horizontal boundaries of buried deposits, but the full definition of boundaries for any buried site is a task beyond the scope of the Extended Phase I effort and should be completed only during a proper Phase II Evaluation program.

Task 8.1.1.2: Prepare ASR, HPSR, and HRER; Determine NRHP Eligibility

ASM will prepare the ASR, HPSR, HRER, and complete resource documentation, including eligibility evaluations and Historic Resources Inventory Form (HRIF) for the bridge. ASM will organize and complete all site records, compile all photo-documentation, and review and summarize all other data obtained in the field. ASM will complete and submit draft site records online or in hard copy to the EIC Cultural Resources Survey for the assignment of state trinomials. ASM will complete the draft ASR, HPSR, and HRER at the same time.

In accordance with the National Historic Preservation Act (NHPA), all archaeological sites recorded during the survey will be evaluated to the extent feasible for National Register of Historic Places (NRHP) eligibility, per 36 CFR 60.4, using survey-level data. During this process, each site will be recommended as Eligible, Not Eligible, Exempt from Evaluation, or Unevaluated Pending Additional Study. Site determined Unevaluated Pending Additional Study will either need to be avoided or additional work may be required under a separate scope and budget. In the context of the ASR, ASM will offer recommendations for future study and/or protective measures to be taken at sites that are eligible or potentially eligible for NRHP inclusion. These recommendations will include geographic information system (GIS) shape files for site boundaries and all other GIS metadata. Submittal of the final ASR, HRER, and HPSR will include all site records (with state trinomials) other attendant field documentation (e.g., notes, forms, and digital photographs), and HRIF. ASM will also prepare and deliver all GIS products at the time of final report submittal. The Los Angeles Aqueduct is a registered historic resource. The HPSR will address potential impacts to this resource. We currently assume that impacts will be avoided and that no additional evaluation will be required.

Assumptions: One site will be recorded. Approximately 15 to 25 probes will be excavated as part of the extended Phase I. The County will be responsible for obtaining permission to access private property. No data recovery is included in this scope. Sites determined Unevaluated Pending Additional Study will either need to be avoided or additional work may be required under a separate scope and budget. Quincy Engineering will secure site access and will ensure project boundaries are marked in the field prior to the survey. One Draft ASR and one Final ASR will be provided.

Task 1.2 Conduct Biological Studies and Prepare Biological Reports

Task 8.1.2.1: Conduct Biological Studies

Eremico Biological Services (Eremico) will conduct a reconnaissance level biological survey, and C.S. Ecological Surveys and Assessments will conduct a wetland delineation.

Literature Review and Database Queries. Eremico will conduct a literature review and database queries to identify sensitive and special-status species that are likely to occur in the project area. Eremico will query the California Natural Diversity Database, the California Native Plant Society Online Inventory of Rare and Endangered Plants, and the U.S. Fish and Wildlife Service (USFWS) General Species List Generator. Eremico will also informally coordinate with CDFW and USFWS regarding special-status species that may occur in the area.

Reconnaissance-level Survey. Eremico will perform a reconnaissance-level survey of the project area after the literature review is complete. Eremico will document habitat conditions, vegetation types, and species observed during the reconnaissance survey in the project area.

Conduct Wetland Delineation. C.S. Ecological Surveys and Assessments (CESA) will perform a wetland delineation for Waters of the United States and Waters of the State, pursuant to the 1987 ACOE Wetland Delineation Manual including the Arid West Regional Supplement and Fish and Game Code, respectively.

Assumptions. A protocol-level survey is required only for desert tortoise (see optional task below). The project does not involve removal of the existing bridge over Walker Creek. A bat habitat assessment is

therefore not included in the scope of work since bat habitat will not be lost. A scope and budget augment would be required if Caltrans requires a bat habitat assessment.

Task 8.1.2.2: Prepare Biological Reports

Prepare NES. The NES will include the results of the literature review, database queries, reconnaissance survey, protocol desert tortoise survey, and an analysis of project impacts. It will also include mitigation measures to reduce impacts to species and/or habitat, per the NES template requirements. A draft NES will be submitted to County and Caltrans for review. Eremico will prepare a final NES that incorporates County and Caltrans comments on the draft NES. The ACOE and CDFW will accept a wetland delineation conducted in the fall. The ACOE and CDFW will not require a field visit to verify the wetland delineation. If a guided site visit is required, a scope and budget amendment may be needed.

Prepare Wetland Delineation Report. Panorama will provide Caltrans with a wetland delineation report that follows the Caltrans' requirements for wetland delineations as defined in the SER. The report will include maps as necessary for wetland verification by the ACOE (if required) and CDFW. Panorama will make a preliminary jurisdictional determination, which will be subject to ACOE (if required) and CDFW approval and provide it to Caltrans. The preliminary jurisdictional determination would incorporate ACOE guidance, including potential nexus to traditionally navigable waters or interstate commerce and CDFW guidance.

Optional Biological Study Task – Focused Desert Tortoise Survey and Reports

Protocol-level desert tortoise survey. Eremico will perform a protocol-level desert tortoise (*Gopherus agassizii*) survey of the action area. The survey would be conducted according to the USFWS Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat (2010). The survey would cover 100 percent of the action area. The action area includes the access road from U.S. 395 to the project site and the project footprint itself. Eremico would also survey three transects paralleling the action area at 200 meters, 400 meters, and 600 meters from the edge of the action area if no sign or live tortoises are found in the action area during the survey, per the Protocol.

Prepare survey report. Eremico will prepare a survey report that documents methods and results of the desert tortoise survey. The survey report will contain information required by the USFWS Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat (2010), including, but not limited to the following:

- Access issues (none are anticipated)
- Action area
- Methods
- Results (including field data sheets)

Survey data sheets and the Desert Tortoise Survey Report will be sent to the USFWS within 30 days, per the protocol.

Prepare BA. If desert tortoise or desert tortoise sign are found on site. Panorama will prepare a BA per the SER guidelines for desert tortoise (*Gopherus agassizii*). Panorama will oversee Eremico's preparation of the BA and coordinate with Caltrans regarding the BA.

The BA will include the following items:

- Study methods

- Environmental setting, including biological and physical conditions
- Discussion of impacts to biological resources
- Discussion of mitigation for impacts to biological resources, if necessary
- Conclusions and a determination of level of effect to desert tortoise

Panorama will submit a draft BA to County and Caltrans for review. Panorama will prepare a final BA to address County and Caltrans comments.

Assumptions: The BA will cover only desert tortoise; no other protocol-level species-specific surveys are included in this scope. An amendment to this scope and budget will be necessary if additional focused/protocol surveys and/or agency consultation are required. Caltrans will conduct interagency consultation, but Panorama will be involved in up to one conference call with USFWS to discuss the BA and survey. No incidental take permit will be required. One round of minimal comments will be made on the BA.

Task 8.2: Prepare Initial Study/Mitigated Negative Declaration

Panorama will prepare an Initial Study/Mitigated Negative Declaration for the project for the County's CEQA compliance. The IS/MND will address the questions identified in the CEQA Checklist (CEQA Guidelines Appendix G).

Panorama will prepare an Administrative Draft IS/MND for County review. The County will review the Administrative Draft IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Draft IS/MND and submit the Notice of Completion to the State Clearinghouse (including 15 hard copies of the IS). The County will circulate public notices. The Draft IS/MND will be circulated for a period of 30 days.

Panorama will prepare an Administrative Final IS/MND that addresses any comments received on the Draft IS/MND. The County will review the Administrative Final IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Final IS/MND and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD and sending out public notices. Panorama will provide two (2) hard copies of the Final IS/MND to the County for distribution.

Assumptions: The appropriate CEQA document will be an IS/MND, and an Environmental Impact Report is not required. The County will pay the CEQA filing fees. The IS/MND will be approximately 50 pages total, or less. Minimal public and agency comments will be received on the Draft IS/MND since the project is not anticipated to be controversial.

Task 8.3: Coordinate Environmental and Engineering Tasks

Coordination of the engineering design and the environmental review is critical for the success of the project. This task includes review of engineering design input, and coordination with Quincy engineering and Inyo County on the projects description, project deliverables, and projects schedule.

Coordination with Quincy Engineering. Panorama and Quincy Engineering will be in close, continuous contact during the course of the project. Panorama will review design options with Quincy Engineering to ensure that all areas of environmental effect are clearly defined and to provide input as necessary to

minimize environmental effects, as feasible. The Panorama project manager will also work closely with the Quincy Engineering design manager to ensure that agency requirements, including Los Angeles Department of Water and Power (LADWP), are incorporated into the design. Timelines will be coordinated to ensure that the design is in sync with permit application timelines.

Coordination with Inyo County. Panorama will also provide ongoing coordination with the County, provide progress and issue updates, data requests, and general project management.

Coordination with Caltrans. Panorama will coordinate with Caltrans during study preparation, to solicit comments on the draft reports and to track review and obtain approval for the environmental studies.

Coordination with BLM. Panorama will coordinate with BLM during to discuss study requirements, obtain access during archaeological surveys, and confirm that their requirements have been met under NEPA.

Assumptions: Panorama has assumed attendance at one meeting in Inyo County. Panorama will participate in up to 4 telephone conference calls each with the County, Quincy, and Caltrans.

Task 8.4: Support County Native American Consultation

The proposed project may be located in a culturally sensitive area according to Caltrans. Caltrans typically requires querying the Native American Heritage Commission for a list of potentially interested tribes and to conduct a Sacred Lands File search. Caltrans then reviews the list of potentially interested tribes and determines which the County should consult with regarding the project.

Panorama would coordinate with Caltrans to determine which tribes should receive a project initiation letter from the County. Panorama would then draft the project initiation letter and submit to Caltrans for review. The County would send the letter to the tribes on its stationery.

Assumptions: There will be minimal comments on the project initiation letter from Caltrans. The County will print and distribute project initiation letters. No additional follow-up with the NAHC will be necessary.

TASK 9 - PROJECT REPORT

Task 9.1 - Project Report

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

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

Task 9 Products:

- Draft Project Report
- Final Project Report

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

PHASE 3 – DESIGN ENGINEERING

TASK 10 - DESIGN

Task 10.1 - Bridge Design:

The final bridge designs will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 2012 (Sixth Edition) with California Amendments and other Caltrans design manuals. Design will be based on the "Load Resistance Factor Design" method, with HL93 and California permit truck design live loads. Seismic design will be performed in accordance with the Caltrans Seismic Design Criteria, Version 1.7 (April 2010) and the latest information available from Caltrans Earthquake Research. Computer analysis and design programs used are state-of-the-practice for bridge design.

Task 10, 11 and 12 Products:

- **Utilities: Caltrans Reports of Investigations**
- **Utilities: Caltrans Notice to Owners**
- **65% Plans Submittal**

Task 10.2 - Approach Roadway Design:

The final approach roadway design (based on the selected alignment alternative Geometric Approval Drawings) will be completed in accordance with County Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on approximately 50-foot intervals.

Task 10.3 - Utility Relocation:

The team will determine the effects of the existing utilities as indicated in Task 7.

- Prepare the C letters according to Caltrans and County procedures.
- Coordinate work with utilities and review facility relocation designs provided by the utility companies to ensure they are consistent with the project design and proposed ROW.
- Develop Caltrans Reports of Investigations and Notice to Owner.

Task 10.4 - Environmental:

If environmental mitigation (such as planting and revegetation measures) plans, specifications, and estimates are required, these will be completed by the Team for inclusion with the roadway and bridge PS&E package. Two plan sheets are anticipated to properly convey the intent of the planting plan.

Task 10.5 - Other:

Project signing will be developed as well as bridge and roadway embankment protection (rock slope protection) details.

TASK 11 - DETAILING

The plan sheets will be prepared in CADD according to Quincy's drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by a civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. The project is expected to consist of a single-span Precast/Prestressed concrete bridge, and is expected to include the following 36 plan sheets:

<u>Roadway Plans (total 22)</u>	<u>Bridge Plans (total 14)</u>
Title Sheet and Location Map	General Plan
Typical Cross Section (Carroll Creek Road)	Deck Contours
Typical Cross Section (LADWP Access Road)	Foundation Plan
Layout (2)	Abutment Layout (2)
Profile (2)	Abutment Details (2)
Construction Details (Apron Details)	Typical Section
Construction Details (Attenuator Details)	Slab Layout
Construction Details (Low Water Crossing)	Slab Details
Erosion Control Plans (2)	Bridge Railing Details
Utility Plan (2)	Approach Slab Details (2)
Contour Grading	Log of Test Borings Sheet
Construction Area Signs	
Planting and Revegetation Plan (2)	
Pavement Delineation and Sign Plan (2)	
Quantities Sheets(2)	

TASK 12 - SUBMITTAL OF 65% PLANS (UNCHECKED DETAILS)

Open communication between the County's staff and the Quincy design staff will provide both parties with the opportunity for input during the plan preparation stage. This will ensure that both roadway and bridge design parameters are adequately addressed. A meeting will be held upon completion of the unchecked bridge details to discuss both the bridge and the roadway plans. (This should save considerable time in the County's review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.)

TASK 13 - INDEPENDENT DESIGN CHECK

Upon completion of the unchecked details and implementation of County comments, an independent check of the design will be performed. An engineer that has not been intimately involved in the design will perform a completely independent analysis of the project using the unchecked bridge detailed plans and 65% roadway plans. (This is an important part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.)

TASK 14 - SPECIFICATIONS

Project Specifications, including Special Provisions based on Caltrans Standard Special Provisions (SSP) and County-provided boilerplate specifications, will be developed. The County will provide its boilerplate specifications on disc in Microsoft Word or other compatible software. A hard copy and disc copy of the specifications will be prepared for the County's review.

TASK 15 - CONSTRUCTION QUANTITIES & ESTIMATE

Construction quantities and the Team's estimate of construction costs (Q and E) will be developed. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items. The estimate will show quantities, unit costs, and a project cost summary.

TASK 16 - QUALITY CONTROL & CONSTRUCTIBILITY REVIEW

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (95% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the Federal HBP requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Task 13 Products:

- 90% Road & Bridge Plans
- 90% Road & Bridge Check Calculations
- Comment Summary Forms

Task 14 Products:

- Specifications

Task 15 Products:

- Roadway & Structure Quantities
- Construction Cost Estimate

Task 16 Product:

- QA/QC Checklist

Task 17 Products:

- 95% PS&E
- Calculations

TASK 17 - SUBMITTAL OF 95% (DRAFT) PS&E

After the QA/QC review has been completed and the plans, specifications, and estimate have been updated, the Draft PS&E along with design, check, and quantity calculations, will be submitted to the County for their review.

TASK 18 - RIGHT-OF-WAY ENGINEERING

QEI, with County staff review and input, will complete right-of-way legal description and drawings.

After the County has approved the project geometrics, the Team will determine the right-of-way requirements, including property acquisitions and easements, and depict proposed right-of-way on the base sheets. A narrative description (metes and bounds description Exhibit "A") and a right-of-way drawing on 8½" x 11" media (Exhibit "B") will be developed for attachment to the easement documents. Bender Rosenthal, Inc. will provide the right-of-way tasks required for appraisal, acquisition of the permanent right-of-way, and temporary construction easements.

Task 18 Products:

- Right-of-Way Metes & Bounds Description (2) Temporary Construction Easements and (2) Permanent ROW Takes
- Right-of-Way Drawing (2) Temporary Construction Easements and (2) Permanent ROW Takes

TASK 19 - PREPARE PERMIT AND RIGHT-OF-WAY APPLICATIONS

Panorama will prepare an encroachment permit application, and water resource permit applications. Tasks under this scope of work include:

Prepare Permit Applications. Panorama will prepare an Encroachment permit for the County to submit to the LADWP for work conducted over the Los Angeles Aqueduct. Panorama will solicit LADWP concerns and will work with Quincy Engineering for the engineering details necessary to complete the application on time or ahead of schedule.

Panorama will also prepare permit applications for impacts to waters of the State and waters of the United States. The following permits are anticipated:

- Streambed Alteration Agreement (Section 1602 of the Fish and Game Code)
- Section 401 Water Quality Certification (Clean Water Act) and Waste Discharge Requirements (Porter-Cologne Water Quality Control Act)
- Section 404 Nationwide Permit (Clean Water Act)

Panorama will provide draft applications for comment to the County (to assure language and measures are acceptable), and then prepare final applications for agency submittal under this task. The County will need to sign and mail the final applications with the appropriate fees. It is assumed that the project will qualify for a Nationwide Permit (NWP) 14 for Linear Transportation Projects. The project could be eligible for a non-reporting NWP if there is no impact to desert tortoise or other federally listed species.

Task 19 Products:

- Draft and Final Encroachment Permit Application,
- Draft and Final 1600 Permit Application
- Draft and Final 401 Water Quality Certification Application (also covers Waste Discharge Requirements)
- Optional: Draft and Final SF-299 and Road POD

Coordinate with Agencies and Quincy Engineering. Panorama will solicit agency concerns and expectations as well as approval for the project. Panorama will work with Quincy Engineering for the engineering details necessary to complete the permits in the prescribed timeframes.

Optional Task—Pre-Construction Notification for Section 404 Nationwide Permit: Pre-Construction Notification for impacts to Waters of the United States would be required if desert tortoise, a federally endangered species, is found on the site. Panorama will prepare a Pre-Construction Notification (PCN) for NWP 14. The PCN will be prepared using the South Pacific

Division NWP PCN Form. The PCN will include biological reports to facilitate interagency formal or informal consultation under Section 7 of the Endangered Species Act.

Assumptions: Panorama has included budget to pay all filing fees. The County will sign and mail the final application packages. Impacts to waters of the State will be minimal. There will be no impacts to Waters of the United States. Desert tortoise can be fully avoided and incidental take of desert tortoise is not required. Any handling of desert tortoise would require a biological opinion from USFWS and an incidental take permit or consistency determination from CDFW; this could

require additional scope and budget. The wetland delineation will be prepared following the ACOE guidance for preliminary jurisdictional determinations under Regulatory Guidance Letter 08-02. The ACOE and CDFW will not require a field visit to verify the wetland delineation. If a guided site visit is required, a scope and budget amendment may be needed.

TASK 20 - SUBMITTAL OF 100% (FINAL) PS&E

Upon receiving review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved, as necessary and appropriate modifications will be made to the plans, specifications, and estimate. Full-sized and half-sized contract plans as well as hard copy and computer files (MS Word format) of special provisions (for bidding purposes) will be provided. The County will compile and duplicate the actual bid documents for advertising.

Task 20 Products:
▪ Final PS&E

TASK 21 - RIGHT-OF-WAY APPRAISAL & ACQUISITION

Bender Rosenthal, Inc., will perform Right-of-Way appraisal and acquisition services. Based on the preliminary information, the ROW impacts at the site are as follows:

Carroll Creek bridge replacement includes a realignment of the County road. Right of way will be required from LADPW and Bureau of land management (BLM).

This scope of work includes the ordering of Title Reports (\$750 per parcel) and the providing of escrow services (\$500 per parcel).

TASK 21.1 - APPRAISAL SERVICES

BRI will develop complete appraisals that will state the estimated fair market value of the fee simple interest in each referenced property. The appraisal reports will be summary appraisal reports prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases.

Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by others. Some of the items that may affect the appraisal process include:

- Complexity of the valuation;
- Impact of the interests to be acquired (e.g. Temporary Construction Easements, and Public Utility easements).
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Onsite physical inspection of the subject property with the owner.
- Visual inspection of the comparable market data.

Task 21 Products:

- One copy of each narrative, summary appraisal report for up to two (2) parcels.
- Independent Review Certificates for up to two (2) appraisal reports.
- Acquisition Various Properties from up to two (2) property owners
- Right of way certification for the project location
- Ordering Title Reports for up to two (2) parcels.
- Escrow Services for up to two (2) parcels.

- Study of community and neighborhood in which the subject is located.
- Collection of data from appropriate governmental agencies.
- Verification of market data with sources knowledgeable with the pertinent details of the transaction.
- Analysis of all appropriate data in the before and after condition to arrive at an opinion of value.
- Preparation of report.

TASK 21.2- INDEPENDENT APPRAISAL REVIEW SERVICES

Sierra West Valuation, Inc. will provide an independent review of each appraisal document. Upon completion of the review, the reviewer will provide review certification

TASK 21.3 - ACQUISITION SERVICES

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on the County of Inyo's process. We will meet with the owners and convey documents until acceptance or impasse is reached.

Steps within the acquisition process are outlined below:

1. Review of the project concept and design with staff and other consultants.
2. Review of appraisals, title reports, maps and descriptions of the required parcels.
3. Field review the project with the Project Manager or other designated person.
4. Preparation of right-of-way contracts and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
6. Acquisition activities are based on settlement by the third contact either in person or by telephone. A recommendation to County of Inyo will be made after impasse has been reached. To reach impasse there are specific requirements:
 - A. Go through the acquisition steps outlined below; plus
 - B. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
 - C. Spend up to eight hours working on the parcel acquisition.
 - D. Responding to property owner inquiries verbally and in writing within two business days.
7. The acquisition steps when offering compensation to the property owner include:
 - A. Owner accepts offer. (Close)
 - B. Owner rejects offer.
 1. Owner refuses to counter. (Impasse)
 2. Owner makes counter proposal.
 - a. The Client accepts counter. (Close)

- b. The Client rejects counter. (Impasse)
- c. The Client makes new offer.
 1. Owner accepts new offer. (Close)
 2. Owner does not accept new offer. (Impasse)
8. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining impasse.
9. Final report, including transfer of all pertinent correspondence and files, to the County of Inyo.

TASK 21.4 – Right-of-Way Certification

Upon completion of the ROW acquisition, BRI will prepare the ROW Certification per Chapter 14 of the Caltrans ROW Manual.

TASK 22 - BIDDING ASSISTANCE

The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, Quincy Engineering will be available to provide analysis and recommendations concerning award of the contract.

PHASE 4 – CONSTRUCTION SUPPORT (Optional)

TASK 23 - PROVIDE CONSTRUCTION STAKING INFORMATION

At the beginning of the construction phase of the project, Quincy will provide pertinent construction staking data for the bridge and the approach roadway. Staking for the main roadway alignment, access roads, cut/fill limits and other pertinent features along the approach roadway would be identified along approximately 50' intervals. Bridge support centerlines and layout lines will be provided.

TASK 24 - CONSTRUCTION ENGINEERING SERVICES (OPTIONAL)

Task 24.1 - Submittal Review:

During the construction phase of the project, precast/prestressed shop drawing plan review is anticipated. Precast beam erection plan review is also anticipated. Additionally, design support during construction that provides for phone consultations and one field visit is also included.

Task 24.2 - Precast Source Inspection:

If a problem occurs during construction that is directly caused by an error on the part of this Team, the Team will modify the design, details, specifications, and/or estimates at no cost to the County as needed to remedy the situation.

TASK 25 - PREPARE RECORD DRAWINGS

After construction is completed, Quincy Engineering will prepare Record Drawings (as-built plans) for the County's and Caltrans' files. These as-built plans will be based on information clearly marked on a set of contract plans prepared by the County's Resident Engineer/Bridge Representative.

LA AQUEDUCT AT WALKER CREEK ROAD

LA Aqueduct at Walker Creek Road

Scope Summary for Bridge Engineering Consultant Services

Quincy Engineering, Inc. has completed the Phase 1- Project Scoping of the project scope of work. This amendment is for Phase 2-Preliminary Engineering and Phase 3- Design Engineering of the project scope of work. Phase 4- Construction Support may be added with a future amendment.

The following tasks will be performed by the Quincy Engineering Team for the design of a new bridge and approach roadways in phases 2 and 3:

- Provide project management, project meetings, project schedules and HBP programming (6A, 6B and 6D submittals);
- Preparation of Type Selection Memo, Basis of Design and Project Report;
- Preparation of preliminary and final roadway and bridge plans and cost estimates pursuant to Caltrans methods;
- Preparation of final Geotechnical tests and reports in accordance with Caltrans Local Assistance Procedures Manual (LAPM);
- Preparation of Hydraulic studies and reports in accordance with Caltrans LAPM;
- Preparation of Environmental Documents, studies, and permit applications;
- Preparation of Utility Coordination in accordance with LAPM;
- Preparation of preliminary and final Right-of-Way Engineering documents; and
- Coordination with Inyo County's Project Manager.

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

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

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

PHASE 1 – PROJECT SCOPING (COMPLETE)

TASK 1 – PROJECT STUDY REPORT & HBP PROGRAMMING

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

1.1- Kickoff meeting - A kick-off meeting will be held after the notice to

Task 1 Products:

- **KO Meeting**
- **Summary Memorandum**
 - Environmental
 - Geotechnical
 - Hydraulic
- **Project Study Report**
- **HBP Programming Documents**
 - Form 6A,6B, & 6D
 - Form 7B

proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the scope of work, and define the roles and responsibilities of the various Team members.

- 1.2– Summary Memorandum & Planning Study**– Following the kickoff meeting, a summary memorandum will be developed by each sub-consultant. It will be a qualitative assessment of the project components specific to their area of specialty. This assessment will form the basis and provide backup information for the Project Study Report. QEI will develop planning level studies as needed to understand the order of magnitude of the project. The potential bridge Type, Size, and Location as well as the potential roadway alignments will be conceptually developed. The approximate construction costs and schedule will also be developed.
- 1.3– Project Study Report** – With the readily available project information, the Summary Memorandums, and planning level information, a Project Study Report (PSR) will be developed. The format of the Project Study Report will be similar to that contained within the Caltrans Project Development Procedures Manual. The PSR content and format will be tailored to fit the bridge site and pertinent issues associate with an off-system local agency bridge.
- 1.4–HBP Programming Documents** – Following approval of the PSR by Caltrans, QEI, in conjunction with the County, will develop the HBP programming paperwork including the 6A, 6B, 6D, and 7B as needed for programming approval. It is expected that the County, in conjunction with Caltrans, will develop form 3A if needed.

PHASE 2 - PRELIMINARY ENGINEERING

TASK 2 - PROJECT MANAGEMENT

Task 2.1 - Project Management

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

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

Task 2 Products:

- Final Scope/Schedule
- Project Meetings (6)
- Project Progress Reports
- HBP Paperwork
- Obtain Temporary Rights of Entry

Task 2.2 - Project Review Meetings

QEI will lead project meetings:

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

Task 2.3 - Obtain Temporary Rights of Entry for Preliminary Engineering Activities

Task 2.3.1 - Prepare Site Plan and Description of Preliminary Engineering Activities

Quincy will coordinate with the project team and the County to obtain rights of entry for all future preliminary engineering tasks. Quincy will prepare a site plan and a description of all required activities and equipment necessary to facilitate the onsite activities required for project development.

Task 2.3.2 - Contact with Government Entities/ Utility Owners / Private Parties

Quincy will contact owners of affected government lands, utilities and private parties before any field activities to inform them of upcoming work on or near their property/easement/utility. Each property owner will be contacted first by phone call, then by letter to explain the types of activities anticipated.

Task 2.3.3 - Prepare Rights of Entry Contracts

- Quincy will prepare contracts for the rights of entry agreement between the County and each property owner for rights of entry. It is assumed that four (4) contracts will be needed for this project. The contract will list all name of each firm expect to need rights of entry for the project. In the event that an existing property changes hands, it is assumed that the new property owner will honor the existing agreement.

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

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

- Conduct an aerial topographic survey, stream cross-sections, and preliminary right-of-way determination.
- At least three semi-permanent horizontal and vertical control points will be placed during the course of the survey.
- An acceptable benchmark will be tied into the survey in order to transfer referenced elevations to the site. All mapping will be referenced to the benchmark datum. Horizontal coordinates will be referenced to the California Coordinate System.
- Aerial targets will be set at the direction of the photogrammetrist. GPS observations will be taken to determine values relative to the project control. All aerial deliverables will utilize the existing project control.
- Aerial Mapping will be compiled showing all visible structures and improvements. Aerial mapping will be used to develop a project base map and digital terrain model (DTM). The DTM will be used to generate contours 1 foot with appropriate 3D break-lines.
- A color digital photo background utilizing aerial photography will be compiled. The imagery will be ortho-rectified based on project aerial control. The digital aerial photo will provide a background for planning purposes and visual display.
- Survey six cross-sections -- three upstream and three downstream of the proposed bridge at approximately 50-100' intervals and defined by the Hydraulics Engineer.
- Review record maps and deeds to determine preliminary right-of-way needs for each alternative alignment based on information developed by the Team and obtained from the County. The existing property boundary information will be obtained from the County and will be shown on the topographic mapping including parcel numbers.

Task 3 Products:

- Topographic Aerial Survey & Mapping
- Color Orthophoto
- Creek Cross Sections
- Preliminary Right-of-Way Mapping
- Proposed Right of Way Staking

- Title Reports will be obtained by Bender Rosenthal, Inc. for determination of legal descriptions and existing easements.
- After plans have been prepared and a preliminary alignment has been established, the final alignment will be staked in the field with inter-visible stakes so that the layout can be observed during a field visit.

TASK 4 - PRELIMINARY ENGINEERING

Task 4.1 - Basis of Design

QEI will develop the Basis of Design document to summarize project design criteria and standards. A Roadway Design Criteria Memorandum will also be developed to support the decisions presented in the basis of design.

Task 4.2 - Project Description

QEI will develop a project description describing the existing facilities, project location and setting, the need and purpose of the project, site constraints and environmental, right-of-way and utility concerns.

Task 4.3 - Preliminary Roadway Plans

QEI will develop:

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

Task 4.4 - Advanced Planning Studies & Type Selection Report

QEI will develop up to three Advance Planning Studies (APS) based on the site topographic information, preliminary geotechnical report, preliminary hydraulic analysis, the preliminary environmental findings and all other relevant site constraints.

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

- Feasible alternative bridge types (plan, elevation, and section views), span arrangements, and

Task 4 Products:

- Basis of Design
- Project Description
- Preliminary Plan & Profile Sheets
- Preliminary Roadway, Bridge & Project Cost Estimates
- Bridge Advance Planning Studies
- Type Selection Report
- Alternative Aesthetic Treatment Photos
- 30% Plans of Preferred Alternative

construction methods.

- A description of the advantages and disadvantages of each alternative.
- An “Engineer’s Opinion of Probable Construction Cost” for each alternative will be developed.
- Our Team’s recommendation as to which of the alternatives is the most appropriate for the site.

TASK 5 – FINAL HYDRAULIC STUDIES

WRECO will perform Location Hydraulic Study (LHS) and Bridge Design Hydraulic Study (DHS). WRECO will prepare the Floodplain Evaluation Report for LHS and Bridge Design Hydraulic Study Report for DHS. WRECO will provide the Project Team’s structural engineers with necessary hydraulic data for their bridge structure and foundation design.

Task 5 Products:

- Draft and Final Floodplain Evaluation Report
- Draft and Final Bridge Design Hydraulics Study
- Attend Project Meeting (1)

Task 5.1 - Project Meetings

WRECO will attend one (1) coordination meeting and participate in up to two (2) conference calls with the County of Inyo (County) and Project Team staff.

Task 5.2 - Comment Review

WRECO will review and respond to the County’s and Caltrans’ review comments on the Phase 1 H&H Technical Memo.

Task 5.3 - Hydrologic Analysis

WRECO will update the hydrologic analysis to confirm the design flows, including the design flows for L.A. Aqueduct and the design flows from the watershed going to the existing bridge/overchute.

Task 5.4 - Hydraulic Analysis

WRECO will perform a final hydraulic analysis based on the preferred bridge design alternative. WRECO will set up the hydraulic model per the topographic information and final bridge and roadway design provided by Quincy Engineering, Inc. (Quincy). It is assumed that the existing bridge/overchute will remain and the flood flows will continue to be routed to it.

Task 5.5 - Bridge Location Hydraulic Study

WRECO will perform qualitative hydrologic, hydraulic, and geomorphic assessments to determine the potential impacts from the proposed Project to the floodplains. WRECO will prepare a Floodplain Evaluation Report and include our findings in the report. The LHS is a preliminary study of base floodplain encroachments and will be performed by a registered engineer with hydraulic expertise.

Task 5.6 - Scour Analysis

WRECO will perform a bridge scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration’s (FHWA) HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and California Bank and Shore Protection Manual.

WRECO will work with Quincy staff to ensure there will be no bridge scour concerns for both the existing and proposed bridges. The L.A. Aqueduct is lined with adequate freeboard, and scour should not be an issue. However, the watershed runoff reaching the bridge site(s) needs to be controlled to avoid severe damages to

the bridge abutments and approach roads. Our study will focus on site grading (designed by Quincy) to ensure proper grading scheme is proposed for the Project site.

Task 5.7 - Bridge Design Hydraulic Study Report

WRECO will prepare a Bridge Design Hydraulic Study Report to summarize the results from the hydrologic, hydraulic, and bridge scour analyses and recommendations for bridge scour countermeasures. The report will include all of the detailed hydraulic model output.

TASK 6 –FINAL GEOTECHNICAL INVESTIGATION

Kleinfelder will perform the Geotechnical Investigations.

It is anticipated the bridge replacement will consist of a single span structure. The purpose of the geotechnical investigation will be to explore and evaluate the subsurface conditions at the site and develop geotechnical engineering recommendations to aid in project design and construction. Scope of services will include a field exploration program, laboratory testing, engineering analyses, and delivery of a design level geotechnical report. The report will be prepared in accordance with Caltrans procedures, regulations, manuals standards, policies, and format.

Task 6 Products:

- Draft Foundation Report
- Final Foundation Report
- Log of Test Borings (LOTB)

It is anticipated the geotechnical field exploration program associated with the bridge design will need to be performed in a manner that will keep the bridge open during the day. As such, our field work will include traffic control and signage alerting vehicles of the field work.

Task 6.1 - Geotechnical Investigation and Foundation Report (FR) - The geotechnical workscope will include field exploration, laboratory testing, and analysis to support the preparation of a design-level Foundation Report (FR).

Task 6.2 - Pre-field Activities

- Review project limits and mark the exploratory boring locations for utility clearance.
- Prepare and submit applications, and obtain permits from the following agencies, as necessary:
 1. Encroachment Permit – Panorama and Quincy Engineering.
If it becomes necessary for our field work, it is assumed any permits for right-of-entry required by Los Angeles Department of Water and Power (LADWP) would be obtained by the designer and/or the County. However, time has been allotted to assist in preparing a description of field work and equipment for any submittals.
 2. Notify subscribing utility companies via Underground Service Alert (USA) at-least 48-hours, as required by law, prior to performing the exploratory borings.
- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.
- Retain the services of a California licensed traffic control subcontractor to provide traffic control and signage during the field exploration.
- Perform geologic review of any available stereoscopic air photos for any indication of near-site fault linaments.

Task 6.3 - Field Exploration Program

- Provide traffic signage.

- Perform a total of two (2) exploratory borings; 1 boring as close as possible to each abutment to depths up to 50 feet or refusal for anticipated pile types or 10' into competent rock.
- Obtain in-place penetration rates in accordance with ASTM D1586.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with the soil cuttings upon completion if determined to be permissible by LADWP, otherwise borings will be backfilled with grout.

Task 6.4 - Laboratory Testing Program

Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Anticipated tests include:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Unconfined Compression, ASTM D2166
- Grain-size distribution without hydrometer, ASTM D422
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643
- R-value, California Test Method No. 301

Task 6.5 - Engineering Analysis and Report Preparation

After the field and laboratory phases are complete, engineering evaluation and analysis of field and laboratory data will be performed based on furnished structure geometry and demand loads. A draft Foundation Report will be prepared, followed by a final Foundation report once all review comments have been received. The report will follow basic Caltrans LRFD guidelines and will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, if appropriate.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), if appropriate.
- Recommended design and specified tip elevations for up to three pile foundations, if appropriate.
- Recommendations for design of laterally loaded piles (provide soil parameters for use in LPile), if appropriate.
- Recommendations for minimum pavement sections based on furnished traffic indexes.

- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

TASK 7 - UTILITY COORDINATION

It is anticipated that three utilities will need to be identified and relocated. QEI will:

- Communicate and coordination with the utility companies by contacting them during the preliminary and final design phases.
- Maintain Utility Correspondence Diary
- Prepare a utility conflict map to show existing utility locations and locations where there are potential conflicts with construction.
- Prepare the A and B letters according to Caltrans and County procedures.
- Coordinate the relocation target areas and/or in place protection of the existing utilities for the project based on information obtained from the various affected utility owners.
- Contact utility companies and arrange for them to attend PDT meetings as needed.

Task 7 Products:

- Utility Conflict Map
- Utility A & B Letters

TASK 8 – ENVIRONMENTAL SERVICES

This scope of work describes Panorama Environmental, Inc.'s (Panorama's) tasks for the Walker Creek Bridge Replacement Project. The proposed project involves replacement of Walker Creek Bridge. Panorama has coordinated with the California Department of Transportation (Caltrans) regarding environmental review of the project and a Preliminary Environmental Study (PES) was completed as part of the Phase I work. Caltrans determined that the appropriate level of environmental review under the National Environmental Policy Act (NEPA) is a Categorical Exclusion (CE) with Studies (23 CFR 771.117(d)(3)). The PES identified the required studies. The proposed project is expected to be processed as an Initial Study/Mitigated Negative Declaration (IS/MND) under the California Environmental Quality Act (CEQA). Caltrans will prepare the NEPA Categorical Exclusion. Panorama will prepare studies to support CEQA and NEPA documentation and will prepare the IS/MND for Inyo County. Panorama will also prepare the Los Angeles Department of Water and Power (LADWP) encroachment permit application. Tasks under this scope of work include:

- Task 8.1: Prepare Caltrans Environmental Studies
- Task 8.2: Prepare Initial Study/Mitigated Negative Declaration
- Task 8.3: Coordinate Environmental and Engineering Tasks
- Task 8.4: Support County Native American Consultations

Task 8.1: Prepare Caltrans Environmental Studies

Panorama will prepare environmental studies to fulfill Caltrans requirements for a CE with Studies, in accordance to guidelines in the Caltrans Standard Environmental Reference (SER). This SOW includes preparation of the following studies, as identified in the PES:

- Archaeological Survey Report (ASR)
- Historic Property Survey Report (HPSR)
- Historic Resources Evaluation Report (HRER)
- Natural Environment Study (NES)
- Desert Tortoise Survey and Report
- Biological Assessment (BA)

The PES Form also requires preparation of a Water Quality Technical Memo. It is assumed that Quincy Engineering will prepare the Water Quality Technical Memo.

Task 8.1.1 Conduct Cultural Study and Prepare Cultural Reports

Panorama will oversee ASM's preparation of an ASR, HPSR, and HRER to support the Section 106 process. ASM will conduct a records search and literature review, complete a cultural resource pedestrian survey, and complete the reports.

Task 8.1.1.1: Conduct Cultural Study

Define Area of Potential Effect (APE). ASM will develop the area of potential effect (APE) map for cultural resource evaluation in coordination with the Caltrans' archaeologist. ASM will coordinate with Quincy Engineering during development of the APE map to ensure that the study areas adequately cover the full range of project activities and leave room for potential project changes or to reduce environmental impacts.

Records Search and Literature Review. ASM will conduct a records search at the Eastern Information Center, University of California Riverside (EIC), for an area extending 0.5 miles from the project location. ASM will also consult library and online resources to examine historic land survey and patent maps, topographic maps, and other pertinent historical documents.

Prehistoric sites within the Walker Creek Bridge APE are likely based on conversations with Caltrans. Caltrans has also stated that the LADWP Aqueduct at Walker Creek Bridge is a registered historic resource.

Pedestrian Survey and Subsurface Work. An Extended Phase I approach is proposed due to the high likelihood that prehistoric sites are present in the APE. ASM will conduct a Class III (Intensive) cultural resources field inventory of the Walker Creek study area (estimated to be 15.6 acres). All survey acreage will be accessed on foot, and no off-road vehicle travel will be performed. Transects will be a maximum of 15 meters apart.

Cultural resources with 10 or more surface artifacts in a 10-meter by 10 meter area will be classified as archeological "sites" while resources with less than 10 artifacts in proximity to one another area will be classified as "isolate finds," in adherence to guidelines for site classification developed by the Bureau of Land Management, Bishop Field Office, and normally employed during archaeological inventories on federal, state, and private lands throughout northern Inyo County. Any identified archaeological sites will be plotted on project maps using a Trimble GeoExplorer GPS receiver; each will be documented with standard California Department of Parks and

Recreation (DPR) site record forms, sketch maps, and 8-megapixel digital images. Isolated finds will also be logged on a DPR Primary Record form. ASM will document surface constituents at prehistoric sites by:

1. Providing an estimate of surface artifact densities (within a designated amount of space)
2. Completing a technological inventory of lithic debitage
3. Preparing an overall artifact inventory
4. Preparing a summary of lithic material types

Artifacts will be further described, analyzed, and/or photographed as necessary.

Historic sites will be fully documented in accordance with Secretary of the Interior and California State Historic Preservation Office (SHPO) standards. ASM will inventory, plot, and map any site(s) in largely the same fashion as prehistoric sites.

ASM will complete a series of shovel test excavations in the Walker Creek study area along one or more linear alignments, as necessary. Each shovel probe will measure roughly 40 centimeters in diameter and will be excavated to 50 cm depth, soil/sediments permitting. The placement of shovel probes will be somewhere between 30 and 50 meters apart and will be restricted to undisturbed areas of the study area. It is estimated that 35 to 50 probes will be excavated at this location. Fewer test pits would be needed if resources are not located and more would be needed if resources are located. ASM will sift excavated matrix through backpacking screens (approximately 24 by 12 inches) fitted with ¼" (6-mm) mesh and onto plastic tarps to retain sediments. ASM will classify, tabulate, and return all recovered materials to probe locations during the process of backfilling. The presence/absence of cultural materials will be tracked with depth, as practical, in order to gauge any variation in density and composition.

Any cultural deposits or isolated artifacts unearthed where no surface manifestations are evident will be de facto classified as archaeological sites. ASM may introduce additional probes in an attempt to roughly define the horizontal boundaries of buried deposits, but the full

definition of boundaries for any buried site is a task beyond the scope of the Extended Phase I effort and should be completed only during a proper Phase II Evaluation program.

ASM will prepare a Summary of Findings letter after the survey that briefly describes the results and findings of the cultural resources inventory. This letter will include preliminary information to be used by the County for planning purposes in advance of submittal of the full, detailed results in the ASR and HPSR.

Task 8 Products:

- Area of Potential Effect (APE) Map
- Summary of Findings
- Draft and Final Archeological Survey Report (ASR)
- Draft and Final Historic Property Survey Report (HPSR)
- Draft and Final Historic Resources Evaluation Report (HRER)
- One Site Recordation
- GIS Data
- Draft and Final Natural Environment Study (NES)
- Draft and Final Desert Tortoise Survey and Report
- Draft and Final Biological Assessment (BA)
- Administrative Draft IS/MND (electronic)
- Draft IS/MND (five hard copies)
- Notice of Completion (15 hard copies of IS to State Clearinghouse)
- Administrative Final IS/MND (electronic)
- Final IS/MND (two hard copies)
- Notice of Determination (electronic)

Task 1.1.2: Prepare ASR, HPSR, and HRER; Determine NRHP Eligibility

ASM will prepare the ASR, HPSR, HRER, and complete resource documentation, including eligibility evaluations and Historic Resources Inventory Form (HRIF) for the bridge. ASM will organize and complete all site records, compile all photo-documentation, and review and summarize all other data obtained in the field. ASM will complete and submit draft site records online or in hard copy to the EIC Cultural Resources Survey for the assignment of state trinomials. ASM will complete the draft ASR, HPSR, and HRER at the same time.

In accordance with the National Historic Preservation Act (NHPA), all archaeological sites recorded during the survey will be evaluated to the extent feasible for National Register of Historic Places (NRHP) eligibility, per 36 CFR 60.4, using survey-level data. During this process, each site will be recommended as Eligible, Not Eligible, Exempt from Evaluation, or Unevaluated Pending Additional Study. Sites determined Unevaluated Pending Additional Study will either need to be avoided or additional work may be required under a separate scope and budget. In the context of the ASR, ASM will offer recommendations for future study and/or protective measures to be taken at sites that are eligible or potentially eligible for NRHP inclusion. These recommendations will include geographic information system (GIS) shape files for site boundaries and all other GIS metadata. Submittal of the final ASR, HPSR, and HRER will include all site records (with state trinomials), other attendant field documentation (e.g., notes, forms, and digital photographs), and HRIF. ASM will also prepare and deliver all GIS products at the time of final report submittal. The Los Angeles Aqueduct is a registered historic resource. The HPSR will address potential impacts to this resource. We currently assume that impacts will be avoided and that the APE will not include the Los Angeles Aqueduct; therefore no additional evaluation will be required.

Assumptions: One site will be recorded. Approximately 35 to 50 probes will be excavated as part of the extended Phase I. No data recovery is included in this scope. Sites determined Unevaluated Pending Additional Study will either need to be avoided or additional work may be required under a separate scope and budget. Quincy Engineering will secure site access and will ensure project boundaries are marked in the field prior to the survey. The scope includes preparation of on Draft and one Final ASR and HPSR.

Task 8.1.2: Conduct Biological Studies and Prepare Biological Reports

Task 8.1.2.1: Conduct Biological Studies

Eremico Biological Services (Eremico) will conduct a reconnaissance level biological survey and a focused survey for desert tortoise that follows U.S. Fish and Wildlife Service (USFWS) protocol.

Literature Review and Database Queries. Eremico will conduct a literature review and database queries to identify sensitive and special-status species that are likely to occur in the project area. Eremico will query the California Natural Diversity Database, the California Native Plant Society Online Inventory of Rare and Endangered Plants, and the U.S. Fish and Wildlife Service (USFWS) General Species List Generator. Eremico will also informally coordinate with CDFW and USFWS regarding special-status species that may occur in the area.

Reconnaissance-level Survey. Eremico will perform a reconnaissance-level survey of the project area after the literature review is complete. Eremico will document habitat conditions, vegetation types, and species observed in the project area during the reconnaissance survey.

Protocol-level desert tortoise survey. Eremico will perform a protocol-level desert tortoise (*Gopherus agassizii*) survey of the action area. The survey would be conducted according to the USFWS *Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat* (2010). The survey would cover 100 percent of the action area. The action area includes the access road from U.S. 395 to the project site and the project footprint itself. Eremico would also survey three transects paralleling the action area at 200 meters, 400 meters, and 600 meters from the edge of the action area if no sign or live tortoises are found in the action area during the survey, per the Protocol.

Assumptions. A protocol-level survey is required only for desert tortoise. The project does not involve removal of the existing bridge over Walker Creek. A bat habitat assessment is therefore not included in the scope of work since bat habitat will not be lost. A scope and budget augment would be required if Caltrans requires a bat habitat assessment.

Task 8.1.2.2 Prepare Biological Reports

Panorama will prepare a BA per the SER guidelines for desert tortoise (*Gopherus agassizii*). Panorama will oversee Eremico's preparation of the BA and coordinate with Caltrans regarding the BA.

Prepare survey report. Eremico will prepare a survey report that documents methods and results of the desert tortoise survey. The survey report will contain information required by the USFWS *Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat* (2010), including, but not limited to the following:

- Access issues (none are anticipated)
- Action area
- Methods
- Results (including field data sheets)

Survey data sheets and the Desert Tortoise Survey Report will be sent to the USFWS within 30 days, per the protocol.

Prepare BA. Panorama will prepare a BA per the SER and according to the Caltrans BA template. The BA will include the following items:

- Study methods
- Environmental setting, including biological and physical conditions
- Discussion of impacts to biological resources
- Discussion of mitigation for impacts to biological resources, if necessary
- Conclusions and a determination of level of effect to desert tortoise

Panorama will submit a draft BA to County and Caltrans for review. Panorama will prepare a final BA to address County and Caltrans comments.

Prepare NES. The NES will include the results of the literature review, database queries, reconnaissance survey, protocol desert tortoise survey, and an analysis of project impacts. It will also include mitigation measures to reduce impacts to species and/or habitat, per the NES template requirements. A draft NES will be submitted to County and Caltrans for review. Eremico will prepare a final NES that incorporates County and Caltrans comments on the draft NES.

Assumptions. The BA will cover only desert tortoise; no other protocol-level species-specific surveys are included in this scope. An amendment to this scope and budget will be necessary if additional focused/protocol surveys and/or agency consultation are required. Caltrans will conduct interagency consultation, but Panorama will be involved in up to one conference call with USFWS to discuss the BA and survey. No incidental take permit will be required. One round of minimal comments will be made on the BA.

Task 8.2: Prepare Initial Study/Mitigated Negative Declaration

Panorama will prepare an IS/MND for the project for the County's CEQA compliance. The IS/MND will address the questions identified in the CEQA Checklist (CEQA Guidelines Appendix G).

Panorama will prepare an Administrative Draft IS/MND for County review. The County will review the Administrative Draft IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Draft IS/MND and submit the Notice of Completion to the State Clearinghouse (including 15 hard copies of the IS). The County will circulate public notices. The Draft IS/MND will be circulated for a period of 30 days. Panorama will provide five (5) hard copies of the Draft IS/MND to the County for distribution.

Panorama will prepare an Administrative Final IS/MND that addresses any comments received on the Draft IS/MND. The County will review the Administrative Final IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Final IS/MND and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD. Panorama will provide two (2) hard copies of the Final IS/MND to the County for distribution.

Assumptions: The appropriate CEQA document will be an IS/MND and an Environmental Impact Report is not required. The County will pay the CEQA filing fees. The IS/MND will be approximately 50 pages total or less. Minimal public and agency comments will be received on the Draft IS/MND since the project is not anticipated to be controversial.

Task 8.3: Coordinate Environmental and Engineering Tasks

Coordination of the engineering design and the environmental review is critical for the success of the project. This task includes review of engineering design input, and coordination with Quincy engineering and Inyo County on the projects description, project deliverables, and projects schedule.

Coordination with Quincy Engineering. Panorama and Quincy Engineering will be in close, continuous contact during the course of the project. Panorama will review design options with Quincy Engineering to ensure that all areas of environmental effect are clearly defined and to provide input as necessary to minimize environmental effects, as feasible. The Panorama project manager will also work closely with the Quincy Engineering design manager to ensure that agency requirements, including those of LADWP, are incorporated into the design. Timelines will be coordinated to ensure that the design is in sync with permit application timelines.

Coordination with Inyo County. Panorama will also provide ongoing coordination with the County, provide progress and issue updates, data requests, and general project management.

Coordination with Caltrans. Panorama will coordinate with Caltrans during study preparation, to solicit comments on the draft reports, and to track review and obtain approval for the environmental studies.

Assumptions: Panorama has assumed attendance at one meeting in Inyo County. Panorama will also attend up to four telephone conference calls each with the County, Quincy, and Caltrans.

Task 8.4: Support County Native American Consultation

The proposed project is located in a culturally sensitive area according to Caltrans. Caltrans typically requires querying the Native American Heritage Commission for a list of potentially interested tribes and to conduct a Sacred Lands File search. Caltrans then reviews the list of potentially interested tribes and determines which the County should consult with regarding the project.

Panorama would coordinate with Caltrans to determine which tribes should receive a project initiation letter from the County. Panorama would then draft the project initiation letter and submit to Caltrans for review. The County would send the letter to the tribes on its stationery.

Assumptions: There will be minimal comments on the project initiation letter from Caltrans. The County will print and distribute project initiation letters. No additional follow-up with the NAHC will be necessary.

TASK 9 - PROJECT REPORT

Task 9.1 - Project Report

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

Task 9 Products:

- Draft Project Report
- Final Project Report

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

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

PHASE 3 – DESIGN ENGINEERING

TASK 10 - DESIGN

Task 10.1 - Bridge Design:

The final bridge designs will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 2012 (Sixth Edition) with California Amendments and other Caltrans design manuals. Design will be based on the "Load Resistance Factor Design" method, with HL93 and California permit truck design live loads. Seismic design will be performed in accordance with the Caltrans Seismic Design Criteria, Version 1.7 (April 2010) and the latest information available from Caltrans Earthquake Research. Computer analysis and design programs used are state-of-the-practice for bridge design.

Task 10, 11 and 12 Products:

- **Utilities: Caltrans Reports of Investigations**
- **Utilities: Caltrans Notice to Owners**
- **65% Plans Submittal**

Task 10.2 - Approach Roadway Design:

The final approach roadway design (based on the selected alignment alternative Geometric Approval Drawings) will be completed in accordance with County Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on approximately 50-foot intervals.

Task 10.3 - Utility Relocation:

The team will determine the effects of the existing utilities as indicated in Task 7.

- Prepare the C letters according to Caltrans and County procedures.
- Coordinate work with utilities and review facility relocation designs provided by the utility companies to ensure they are consistent with the project design and proposed ROW.
- Develop Caltrans Reports of Investigations and Notice to Owner.

Task 10.4 - Environmental:

If environmental mitigation (such as planting and revegetation measures) plans, specifications, and estimates are required, these will be completed by the Team for inclusion with the roadway and bridge PS&E package. Two plan sheets are anticipated to properly convey the intent of the planting plan.

Task 10.5 - Other:

Project signing will be developed as well as bridge and roadway embankment protection (rock slope protection) details.

TASK 11 - DETAILING

The plan sheets will be prepared in CADD according to Quincy's drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by a civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. The project is expected to consist of a single-span Precast/Prestressed concrete bridge, and is expected to include the following 34 plan sheets:

Roadway Plans (total 20)

Title Sheet and Location Map
Typical Cross Section (Walker Creek Road)
Typical Cross Section (LADWP Access Road)
Layout (2)
Profile (2)
Construction Details (Apron Details)
Construction Details (Attenuator Details)
Erosion Control Plans (2)
Utility Plan (2)
Contour Grading
Construction Area Signs
Planting and Revegetation Plan (2)
Pavement Delineation and Sign Plan (2)
Quantities Sheet

Bridge Plans (total 14)

General Plan
Deck Contours
Foundation Plan
Abutment Layout (2)
Abutment Details (2)
Typical Section
Slab Layout
Slab Details
Bridge Railing Details
Approach Slab Details (2)
Log of Test Borings Sheet

TASK 12 - SUBMITTAL OF 65% PLANS (UNCHECKED DETAILS)

Open communication between the County's staff and the Quincy design staff will provide both parties with the opportunity for input during the plan preparation stage. This will ensure that both roadway and bridge design parameters are adequately addressed. A meeting will be held upon completion of the unchecked bridge details to discuss both the bridge and the roadway plans. (This should save considerable time in the County's review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.)

TASK 13 - INDEPENDENT DESIGN CHECK

Upon completion of the unchecked details and implementation of County comments, an independent check of the design will be performed. An engineer that has not been intimately involved in the design will perform a completely independent analysis of the project using the unchecked bridge detailed plans and 65% roadway plans. (This is an important part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.)

TASK 14 - SPECIFICATIONS

Project Specifications, including Special Provisions based on Caltrans Standard Special Provisions (SSP) and County-provided boilerplate specifications, will be developed. The County will provide its boilerplate specifications on disc in

Microsoft Word or other compatible software. A hard copy and disc copy of the specifications will be prepared for the County's review.

TASK 15 - CONSTRUCTION QUANTITIES & ESTIMATE

Construction quantities and the Team's estimate of construction costs (Q and E) will be developed. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items. The estimate will show quantities, unit costs, and a project cost summary.

TASK 16 - QUALITY CONTROL & CONSTRUCTIBILITY REVIEW

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (95% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the Federal HBP requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Task 13 Products:

- 90% Road & Bridge Plans
- 90% Road & Bridge Check Calculations
- Comment Summary Forms

Task 14 Products:

- Specifications

Task 15 Products:

- Roadway & Structure Quantities
- Construction Cost Estimate

Task 16 Product:

- QA/QC Checklist

Task 17 Products:

- 95% PS&E
- Calculations

TASK 17 - SUBMITTAL OF 95% (DRAFT) PS&E

After the QA/QC review has been completed and the plans, specifications, and estimate have been updated, the Draft PS&E along with design, check, and quantity calculations, will be submitted to the County for their review.

TASK 18 - RIGHT-OF-WAY ENGINEERING

QEI, with County staff review and input, will complete right-of-way legal description and drawings. Right-of-way appraisal and acquisition tasks will be performed by Bender Rosenthal, Inc.

After the County has approved the project geometrics, the Team will determine the right-of-way requirements, including property acquisitions and easements, and depict proposed right-of-way on the base sheets. A narrative description (metes and bounds description Exhibit "A") and a right-of-way drawing on 8½" x 11" media (Exhibit "B") will be developed for attachment to the easement documents. Bender Rosenthal, Inc. will provide the right-of-way tasks required for appraisal, acquisition of the right-of-way, and acquisition of temporary construction easements.

Task 18 Products:

- Right-of-Way Metes & Bounds Description (3) Temporary Construction Easements and (3) Permanent ROW Takes
- Right-of-Way Drawing (3) Temporary Construction Easements and (3) Permanent ROW Takes

TASK 19 - PREPARE PERMIT APPLICATIONS

Panorama will prepare an Encroachment permit for the County to submit to the LADWP for work conducted over the Los Angeles Aqueduct. Panorama will solicit LADWP concerns and will work with Quincy Engineering for the engineering details necessary to complete the permits in the prescribed timeframes.

Assumptions: Desert tortoise can be fully avoided and incidental take of desert tortoise is not required. Any handling of desert tortoise would require a biological opinion from USFWS and an incidental take permit or consistency determination from CDFW; this could require additional scope and budget.

Task 19 Products:

- Draft and Final Permit Application

TASK 20 - SUBMITTAL OF 100% (FINAL) PS&E

Upon receiving review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved, as necessary and appropriate modifications will be made to the plans, specifications, and estimate. Full-sized and half-sized contract plans as well as hard copy and computer files (MS Word format) of special provisions (for bidding purposes) will be provided. The County will compile and duplicate the actual bid documents for advertising.

Task 20 Products:

- Final PS&E

TASK 21 - RIGHT-OF-WAY APPRAISAL & ACQUISITION

Bender Rosenthal, Inc., will perform Right-of-Way services. Based on the preliminary information, the ROW impacts at the site are as follows:

Walker Creek Road bridge replacement includes ROW acquisition from LADPW and 2 additional property owners.

This scope of work includes the ordering of Title Reports (\$750 per parcel) and the providing of escrow services (\$500 per parcel).

TASK 21.1 - APPRAISAL SERVICES

BRI will develop complete appraisals that will state the estimated fair market value of the fee simple interest in each referenced property. The appraisal reports will be summary appraisal reports prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases.

Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by others. Some of the items that may affect the appraisal process include:

- Complexity of the valuation;
- Impact of the interests to be acquired (e.g. Temporary Construction Easements, and Public Utility easements).

Task 21 Products:

- One copy of each narrative, summary appraisal report for up to three (3) parcels.
- Independent Review Certificates for up to three (3) appraisal reports.
- Acquisition Various Properties from up to three (3) property owners
- Right of way certification for the project location
- Ordering Title Reports for up to three (3) parcels.
- Escrow Services for up to three (3) parcels.

- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Onsite physical inspection of the subject property with the owner.
- Visual inspection of the comparable market data.
- Study of community and neighborhood in which the subject is located.
- Collection of data from appropriate governmental agencies.
- Verification of market data with sources knowledgeable with the pertinent details of the transaction.
- Analysis of all appropriate data in the before and after condition to arrive at an opinion of value.
- Preparation of report.

TASK 21.2- INDEPENDENT APPRAISAL REVIEW SERVICES

Sierra West Valuation, Inc. will provide an independent review of each appraisal document. Upon completion of the review, the reviewer will provide review certification

TASK 21.3 - ACQUISITION SERVICES

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on the County of Inyo's process. We will meet with the owners and convey documents until acceptance or impasse is reached.

Steps within the acquisition process are outlined below:

1. Review of the project concept and design with staff and other consultants.
2. Review of appraisals, title reports, maps and descriptions of the required parcels.
3. Field review the project with the Project Manager or other designated person.
4. Preparation of right-of-way contracts and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
6. Acquisition activities are based on settlement by the third contact either in person or by telephone. A recommendation to County of Inyo will be made after impasse has been reached. To reach impasse there are specific requirements:
 - i. Go through the acquisition steps outlined below; plus
 - ii. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
 - iii. Spend up to eight hours working on the parcel acquisition.
 - iv. Responding to property owner inquiries verbally and in writing within two business days.
7. The acquisition steps when offering compensation to the property owner include:
 - i. Owner accepts offer. (Close)
 - ii. Owner rejects offer.
 1. Owner refuses to counter. (Impasse)
 2. Owner makes counter proposal.
 - a. The Client accepts counter. (Close)
 - b. The Client rejects counter. (Impasse)

- c. The Client makes new offer.
 1. Owner accepts new offer. (Close)
 2. Owner does not accept new offer. (Impasse)
8. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining impasse.
9. Final report, including transfer of all pertinent correspondence and files, to the County of Inyo.

TASK 21.4 – Right-of-Way Certification

Upon completion of the ROW acquisition, BRI will prepare the ROW Certification per Chapter 14 of the Caltrans ROW Manual.

TASK 22 - BIDDING ASSISTANCE

The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, Quincy Engineering will be available to provide analysis and recommendations concerning award of the contract.

PHASE 4 – CONSTRUCTION SUPPORT (Optional)

TASK 23 - PROVIDE CONSTRUCTION STAKING INFORMATION

At the beginning of the construction phase of the project, Quincy will provide pertinent construction staking data for the bridge and the approach roadway. Staking for the main roadway alignment, access roads, cut/fill limits and other pertinent features along the approach roadway would be identified along approximately 50' intervals. Bridge support centerlines and layout lines will be provided.

TASK 24 - CONSTRUCTION ENGINEERING SERVICES (OPTIONAL)

Task 24.1 - Submittal Review:

During the construction phase of the project, precast/prestressed shop drawing plan review is anticipated. Precast beam erection plan review is also anticipated. Additionally, design support during construction that provides for phone consultations and one field visit is also included.

Task 24.2 - Precast Source Inspection:

If a problem occurs during construction that is directly caused by an error on the part of this Team, the Team will modify the design, details, specifications, and/or estimates at no cost to the County as needed to remedy the situation.

TASK 25 - PREPARE RECORD DRAWINGS

After construction is completed, Quincy Engineering will prepare Record Drawings (as-built plans) for the County's and Caltrans' files. These as-built plans will be based on information clearly marked on a set of contract plans prepared by the County's Resident Engineer/Bridge Representative.

OAK CREEK AT BELL ACCESS ROAD

Oak Creek Road (Bell Access Road) Over Oak Creek

Scope Summary for Bridge Engineering Consultant Services

BACKGROUND

The Oak Creek Road (Bell Access Road) Bridge over Oak Creek (Bridge Number 48C-0032) is a 74 year old double barrel cast in place reinforced concrete box Culvert Bridge skewed at 55 degrees to the approach roadway.

Caltrans has recently clarified that although the inspection reports indicate that the bridge crosses over Oak Creek, the actually waterway being crossed is an Auxiliary of Oak Creek (Oak Creek). Caltrans has also indicated that Oak Creek is under controlled flow operated by the Los Angeles Department of Water and Power (LADWP).

In 2008, a flash flood storm event caused Oak Creek to convey soil flows which overflowed the creek's main channel. This event left portions of the main channel as well as the bridge culvert barrels full of sediment. According to the 2010 Bridge Inspection Report, the main channel had been cleared, but the bridge culvert barrels remained full of debris. At the time of the 2010 inspection, there was no way to inspect beneath the soffit to determine the extent of the damage from the flash flood.

The structure at Oak Creek is categorized as functionally obsolete (for deck width) with a sufficiency rating of 63.6. In 2012, Inyo County Department of Public Works (County) sought HBP funding for the rehabilitation (by replacement) of this bridge. In 2014, Caltrans suggested that the County apply for HBP Bridge Rehabilitation funding to clean out the debris and repair the damage to the bridge.

The need and purpose of this project is to partially restore the hydraulic functionality of the existing bridge and to repair the concrete damage resulting from the soil flow. In order to fully restore the creek to its as built condition, an unreasonable amount of dredging upstream and downstream of the bridge would be required. The intent of the channel work in this project is to remove enough material from beneath the bridge soffit to make structural repairs to the bridge. Some downstream channel excavation will be required to allow the creek waters to flow adequately downstream of the bridge without adverse effects.

The project approach would consist of the following tasks:

- Rehabilitation Evaluation and Project Development:
 - Develop Rehabilitation Study Report and Preliminary Engineering
 - Develop Environmental Documentation and Permitting
 - Develop Design Exceptions for inadequate bridge railing
 - Develop Plans, Specifications and Estimate
- Construction would address the following issues:
 - Clearing Debris beneath the bridge soffit (Assume the bridge has 4' deep box culvert barrels based on maintenance reports)
 - Repair damage to reinforced concrete bridge and wingwalls
- Additional construction items would help to extend the service life of the structure:
 - Remove AC overlay
 - Apply Methacrylate deck treatment as waterproofing
 - Deck AC replacement

For this rehabilitation project, plans, specifications, and estimate will be prepared for rehabilitation work. Based on the information provided by the County and from our preliminary evaluation and assessment of the project, the Quincy Engineering Team has established the following Scope of Work and Deliverables with the specific tasks we believe are required for the project.

PROJECT ASSUMPTIONS

1. The project will be further developed in two additional phases to complete the required project development process as follows:
 - a. Phase 2 - Complete the work necessary to clearly define the scope and cost of the repairs and update the programming paperwork including preliminary engineering and environmental studies.
 - b. Phase 3 – Complete the Plans, Specifications and Estimate (PS&E), the permit applications, secure the construction permits, and provide bid support.
 - c. Phase 4 (Optional) - Construction management and support tasks can be added as needed to evaluate the condition of buried portions of the existing structure and to aide in the administration of the construction contract.
2. The County will be the Lead Agency for CEQA and CT the lead Agency for NEPA.
3. The County will be responsible for signing, printing, and distributing final bid documents.
4. County will provide right-of-entry for field studies.
5. No hazardous materials will be encountered.
6. The County will be responsible for Construction Management.
7. Construction support services budget is not included in this proposal. Budget can be added later once field work and approach are better defined.
8. Construction scope will consist of debris removal inside the bridge culvert barrels, minor repair of the reinforced concrete spalls, cracks and damaged areas, and removal of debris up to 20' upstream and up to 20' downstream of Oak Creek to taper sufficiently away from the structure.
9. The existing bridge is categorized as Functionally Obsolete. The intent of this rehabilitation project is not to correct these issues. Design Exceptions for inadequate Deck width and inadequate approach rails will need to be processed as part of this project.

PHASE 1 - PROJECT SCOPING (COMPLETE)

The Project Scoping phase for the Oak Creek Bridge was completed by the Quincy Engineering Team which included a Project Study Report. This report will be used to transition the project from HBP Bridge Retrofit (by replacement) to Rehabilitation. *Quincy Engineering completed a site visit, Project Study Report, including preliminary Environmental during an earlier project phase under a separate contract (in 2012).*

PHASE 2 - PRELIMINARY ENGINEERING & ENVIRONMENTAL CLEARANCE

TASK 1 - PROJECT MANAGEMENT / MEETINGS

TASK 1.1 - PROJECT MANAGEMENT

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

- Project Schedule

- Project Coordination with the County
- Tracking performance of others (environmental studies, County/state approvals, utilities, and R/W)
- Monthly PDT teleconference meetings
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries

TASK 1.2 - PROJECT MEETINGS

Quincy will lead project meetings:

- A kick-off meeting will be held after the Notice to Proceed focused on environmental clearance and permitting and possible approaches that can be used for construction and will include CT S LAE and CT D9 LAE. Panorama will attend a kick-off meeting with Quincy Engineering and the County. It is assumed that the kick-off meeting will begin in Independence, California, and will involve a site visit to Oak Creek Bridge. Panorama will discuss the proposed scope of work with Quincy and The County at this kick-off meeting. Quincy will prepare meeting summary notes after the meeting.
- One phone Project Status meeting during the 65% plans submittal to present design strategies and plans, and discuss permitting needs

Task 1 Products:

- Final Scope/Schedule
- Attend 1 KO Meeting
- Meeting Agenda & Minutes
- Schedule Updates
- Project Progress Reports
- Phone status meeting
- Attend (2) on site meetings

TASK 1.3 - OBTAIN TEMPORARY RIGHTS OF ENTRY FOR PRELIMINARY ENGINEERING ACTIVITIES

Task 1.3.1 - Prepare Site Plan and Description of Preliminary Engineering Activities

Quincy will coordinate with the project team and the County to obtain rights of entry for all future preliminary engineering tasks. Quincy will prepare a site plan and a description of all required activities and equipment necessary to facilitate the onsite activities required for project development.

Task 1.3.2 - Contact with Government Entities/ Utility Owners / Private Parties

Quincy will contact owners of affected government lands, utilities and private parties before any field activities to inform them of upcoming work on or near their property/easement/utility. Each property owner will be contacted first by phone call, then by letter to explain the types of activities anticipated.

Task 1.3.3 - Prepare Rights of Entry Contracts

Quincy will prepare contracts for the rights of entry agreement between the County and each property owner for rights of entry. It is assumed that two (2) contracts will be needed for this project. The contract will list all name of each firm expect to need rights of entry for the project. In the event that an existing property changes hands, it is assumed that the new property owner will honor the existing agreement.

TASK 2 - TOPOGRAPHIC SURVEY AND STREAM CROSS SECTIONS

Quincy will conduct a field survey of the existing bridge structure, approach and surrounding topography to prepare a project base map. Cross sections of the existing Creek channel will be provided to properly quantify the amount of material excavated during the construction phase. Existing ground elevations will be established at one-foot contour intervals, and a topographic map of the site will be prepared for use during the civil design phase. Project control will be established referencing the California State Plane Coordinate System and the North America Vertical Datum of 1988. Record right of way locations can be inserted into the Project base map. Project surveys will include:

- Conduct existing property boundary surveys for possible temporary construction easements
- Provide Topographic map and pertinent project information related to site features

- Survey six cross-sections -- three upstream and three downstream of the bridge up to 100' upstream or downstream to establish adequate surface information to properly quantify excavation material.
- Two field trips would be required, one for the field survey and a second for boundary/right-of-way survey

TASK 3 – BRIDGE REHABILITATION / TYPE SELECTION REPORT

TASK 3.1 - PREPARE REHABILITATION STUDY REPORT

Quincy will prepare the Rehabilitation Study Report required for County approval and funding. This will be presented in the form of a Bridge Rehabilitation / Type Selection Report outlining and justifying the repair schemes and means for performing the repair work. The report will provide the backup information the County needs to justify the bridge rehabilitation scope, cost, schedule, and funding for Caltrans approval to perform the work. The report information will also include analysis of the current sufficiency rating (SR) and considerations for discussions with Caltrans to justify reassessing and possibly raising the SR. The bridge report will include:

- Feasible bridge repairs, and construction methods;
- Discussion of environmental and permit constraints;
- APS level bridge drawing (30% plan, elevation, and section views) for the rehabilitation work;
- An "Engineer's Opinion of Probable Construction Cost" for each repair alternative will be developed;
- Our Team's recommendation as to the best repair options and approach for accomplishing the work.
- Included for reference, HBP form 6B and 6D for programming cost update.

Task 3 Products:

- Rehabilitation Study Report (Draft & Final)
- Preliminary Bridge Repair Cost Estimates
- Bridge APS Drawing (30%)
- Type Selection Discussion
- SR Discussion
- Bridge Location Hydraulic Study
- Bridge Design Hydraulics Report (Optional)
- Geotechnical Report (Optional)

TASK 3.2 - HYDRAULICS ANALYSIS (OPTIONAL)

Task 3.2.1 - Bridge Location Hydraulic Study (Optional)

It is assumed that a floodplain encroachment permit will not be needed and therefore, a Location Hydraulic Study also, will not be needed. However, in the course of the development of the project, if these items do become necessary, this task may become necessary.

WRECO will perform qualitative hydrologic, hydraulic, and geomorphic assessments to determine the potential impacts from the proposed Project to the floodplains. WRECO will prepare a Floodplain Evaluation Report and include our findings in the report. The LHS is a preliminary study of base floodplain encroachments and will be performed by a registered engineer with hydraulic expertise.

Task 3.2.2 – HYDRAULICS ANALYSIS (Optional)

WRECO will provide hydraulics analysis support. If required, they will:

- Assist with sizing of rock slope protection (RSP)
- Perform analysis to determine potential scour depth
- Provide input on other hydraulics issues as required

TASK 3.3 - GEOTECHNICAL INVESTIGATIONS (OPTIONAL)

Because the project has been scaled back to consist of clean out and minor structural repairs, geotechnical design services are optional and at the discretion of the County. We would anticipate that such services may consist of some or all of the following:

- Perform a site visit to verify existing site conditions and obtain a bulk soil sample for gradation testing and scour analysis calculations;
- Perform laboratory gradation testing of the bulk sample for use in hydraulic analysis for scour repair recommendations;
- Prepare a summary report of geotechnical services performed for this project.

TASK 4 – ENVIRONMENTAL SERVICES

This scope of work describes Panorama Environmental Inc.'s (Panorama's) tasks for the Oak Creek Bridge Repair Project. The proposed project involves:

- Sediment removal from under the bridge
- Pavement patching
- Grading of Oak Creek up and downstream
- Possibly installing a rock weir

This scope of work covers the environmental work for the project's reduced scope. Panorama has coordinated with the California Department of Transportation (Caltrans) regarding environmental review of the project.

The proposed project is expected to be reviewed under the National Environmental Policy Act (NEPA) is a Categorical Exclusion with Studies (23 CFR 771.117(d)(3)). The proposed project is expected to be processed as a Categorical Exemption (CE) under the California Environmental Quality Act (CEQA) (Title 14 CCR Section 15301) because the work would be repair of an existing bridge and would not involve expansion of the existing use. Caltrans will prepare the NEPA CE. Panorama will prepare environmental studies to support the NEPA CE. It is assumed the County will prepare the CEQA Notice of Exemption form and file it with the appropriate entities. Panorama will also prepare permit applications. Tasks under this scope of work include:

- Task 4.1: Kickoff Meeting
- Task 4.2: Prepare Revised PES Form
- Task 4.3: Prepare Caltrans Environmental Studies
- Task 4.4: Support County Native American Consultation

TASK 4.1: KICKOFF MEETING

Panorama's project manager will participate in a kickoff meeting with Caltrans, Quincy Engineering, and Inyo County for the revised project. The kickoff meeting will serve to discuss the proposed project, the environmental review needs, and the project schedule.

Assumptions: The kickoff meeting will take place in Inyo County at the project site and one site visit is included in the budget.

TASK 4.2: PREPARE REVISED PES FORM

Panorama previously prepared a PES form for replacement of Oak Creek Bridge. Panorama will revise the PES for the proposed bridge repair work so that Caltrans can verify the necessary studies for the proposed project.

Assumptions: The data used to prepare the original PES form can be used for the revised PES form. Additional database queries, such as the CNDDDB query, will not have to be re-done.

Task 4 Products:

- Wetland Delineation Report (Draft and Final)
- global positioning system (GPS) data
- Summary of Findings
- ASR (Draft and Final)
- HPSR (Draft and Final)
- GIS data

TASK 4.3: PREPARE CALTRANS ENVIRONMENTAL STUDIES

Panorama will prepare environmental studies to fulfill Caltrans requirements for a CE with Studies, in accordance to guidelines in the Caltrans Standard Environmental Reference (SER). Caltrans will not confirm specific studies will be needed until they receive the revised PES form. This SOW includes preparation of the following studies, which we think are potentially needed due to discussions with Caltrans and Quincy Engineering:

- Wetland Delineation
- Natural Environment Study (Minimal Impact) (NES(MI))
- Archaeological Survey Report (ASR)
- Historic Property Survey Report (HPSR)

Task 4.3.1 Wetland Delineation

The project will require a Streambed Alteration Agreement (see Task 4.4.1) for impacts to Waters of the State. A delineation of Waters of the State will be required to define impacts to Waters of the State. Caltrans has indicated that the channel under Oak Creek Bridge is an auxiliary of Oak Creek and that it is unlikely the U.S. Army Corps of Engineers (ACOE) would take jurisdiction. The wetland delineation would be conducted in accordance with ACOE and CDFW standards in case the ACOE decides to take jurisdiction.

Wetland Delineation. CSESA will perform a wetland delineation for Waters of the United States and Waters of the State, pursuant to the 1987 ACOE Wetland Delineation Manual including the Arid West Regional Supplement and Fish and Game Code, respectively. CSESA will conduct the delineation at the same time as the biological resources survey (Optional Task 3.2) if Caltrans requires the biological resources survey.

Wetland Delineation Report. Panorama will provide Caltrans with a wetland delineation report that follows the Caltrans' requirements for wetland delineations as defined in the SER. The report will include maps as necessary for wetland verification by the ACOE (if required) and CDFW. Panorama will make a preliminary jurisdictional determination, which will be subject to ACOE (if required) and CDFW approval and provide it to Caltrans. The preliminary jurisdictional determination would incorporate ACOE guidance, including potential nexus to traditionally navigable waters or interstate commerce.

Assumptions. The ACOE and CDFW will accept a wetland delineation conducted in the fall. The ACOE and CDFW will not require a field visit to verify the wetland delineation. If a guided site visit is required, a scope and budget amendment may be needed.

Optional Task 4.3.2: NES(MI)

Caltrans has indicated a NES(MI) or lesser biological resources evaluation will be required, pending their review of the revised project description. This task would include preparation of a NES(MI) or biological technical memorandum and associated fieldwork, should Caltrans require it.

C.S. Ecological Surveys and Assessments (CSESA) will conduct a reconnaissance level biological survey and prepare a NES(MI) per the SER guidelines. Panorama will oversee CSESA's preparation of the NES(MI) and coordinate with Caltrans regarding NES(MI) approval. Panorama will also coordinate with resources agencies regarding the timing of the survey, given that 2014 has been a drought year, which means that the potential for species occurrence may have to be determined via habitat rather than species identification.

Literature Review and Database Queries. CSESA will conduct a literature review and database queries to identify sensitive and special-status species that are likely to occur in the project area. CSESA will query the

California Natural Diversity Database, the California Native Plant Society Online Inventory of Rare and Endangered Plants, and the U.S. Fish and Wildlife Service (USFWS) General Species List Generator. CSESA will also informally coordinate with CDFW and USFWS regarding special-status species that may occur in the area.

Reconnaissance-level Survey. CSESA will perform a reconnaissance-level survey of the project area after the literature review is complete. CSESA will document habitat conditions, vegetation types, and species observed during the reconnaissance survey in the project area. CSESA will map the habitat types/vegetation communities observed in the study area.

Prepare NES(MI). The NES(MI) will include the results of the literature review, database queries, reconnaissance survey, and an analysis of project impacts. It would also contain mitigation measures to reduce impacts to species and/or habitat.

Assumptions. The resource agencies will accept the results of a survey conducted in November 2014. A Biological Assessment (BA) is not required. Focused species surveys and formal consultation with the California Department of Fish and Wildlife (CDFW) or USFWS are not included in this proposal, and it is anticipated that impacts to biological resources can be avoided. The existing bridge height is too low and the bridge is too narrow to provide suitable habitat for bats. A bat habitat assessment is therefore not included in the scope of work. CDFW or USFWS may require focused/protocol surveys if a BA and Section 7 consultation are required or an incidental take permit is required. An amendment to this scope and budget would be necessary if focused/protocol surveys and/or agency consultation are required. Surveys would take place at the same time as the wetland delineation (Task 3.1).

Deliverables: Draft and Final NES(MI)

Optional Task 4.3.3: ASR and HPSR

Caltrans has indicated that cultural reporting may be reduced from that required for the original project; however, Caltrans will not commit to the level of reporting until they review the revised PES form (Task 4.2). This task would cover up to preparation of an ASR/HPSR if Caltrans does require cultural reporting.

Panorama will oversee ASM's preparation of an ASR and HPSR to support the Section 106 process. ASM will conduct a records search and literature review, complete a cultural resources pedestrian survey, and complete both reports.

Define Area of Potential Effect (APE). ASM will develop the area of potential effect (APE) map for cultural resource evaluation in coordination with the Caltrans' archaeologist. ASM will coordinate with Quincy Engineering during development of the APE map to ensure that the study areas adequately cover the full range of project activities and leave room for potential project changes or to reduce environmental impacts.

Records Search and Literature Review. ASM will conduct a records search at the Eastern Information Center, University of California Riverside (EIC), for an area extending 0.5 miles from the project location. ASM will also consult library and online resources to examine historic land survey and patent maps, topographic maps, and other pertinent historical documents. Prehistoric sites are anticipated to be found within the area of potential effect (APE) because the Fort Independence Indian Reservation is located approximately 1,000 feet northeast of the bridge. These sites are likely to contain obsidian tools and debitage that may include time-sensitive, diagnostic artifacts (artifacts that would signal a specific cultural group or time period).

Pedestrian Survey. ASM will conduct a Class III (Intensive) cultural resources field inventory of the APE. All survey acreage will be accessed on foot, and no off-road vehicle travel will be conducted unless otherwise authorized by the County. Transects will be a maximum of 15 meters apart.

ASM will record GPS location(s) of any identified archaeological site(s) and document each site on standard California Department of Parks and Recreation (DPR) site record forms. Isolate find will be logged on a DPR Primary Record form.

Constituents at prehistoric sites will be documented by:

1. Providing an estimate of surface artifact densities (within a designated amount of space)
2. Completing a technological inventory of lithic debitage
3. Preparing an overall artifact inventory
4. Preparing a summary of lithic material types

Artifacts will be further described, analyzed, and/or photographed as necessary.

Historic sites will be fully documented in accordance with Secretary of the Interior and California State Historic Preservation Office (SHPO) standards. ASM will inventory, plot, and map any site(s) in largely the same fashion as prehistoric sites.

ASM will prepare a Summary of Findings letter after the survey that briefly describes the results and findings of the cultural resources inventory. This letter will include preliminary information to be used by the County for planning purposes in advance of submittal of the full, detailed results in the ASR and HPSR.

Prepare ASR and HPSR; Determine NRHP Eligibility. ASM will prepare the ASR, prepare the HPSR, and complete resource documentation, including eligibility evaluations. ASM will organize and complete all site records, compile all photo-documentation, and review and summarize all other data obtained in the field. ASM will complete and submit draft site records online or in hard copy to the EIC Cultural Resources Survey for the assignment of state trinomials. ASM will complete the draft ASR and HPSR at the same time.

In accordance with the National Historic Preservation Act (NHPA), all archaeological sites recorded during the survey will be evaluated for National Register of Historic Places (NRHP) eligibility, per 36 CFR 60.4, to the extent possible using survey-level data. During this process, each site will be recommended as Eligible, Not Eligible, Exempt from Evaluation, or Unevaluated Pending Additional Study. In the context of the ASR, ASM will offer some recommendations for future study and/or protective measures to be taken at sites that appear eligible for NRHP inclusion. These recommendations will include geographic information system (GIS) shape files for site boundaries and all other GIS metadata. Submittal of the final ASR and HPSR will include all site records (with state trinomials), other attendant field documentation (e.g., notes, forms, and digital photographs). ASM will also prepare and deliver all GIS products at the time of final report submittal.

Assumptions. One site will be recorded. Additional scope and budget may be needed if subsurface evaluations are needed to determine eligibility for sites falling under the "Unevaluated Pending Additional Study" (extended phase I evaluations). Subsurface evaluations are not included in this scope of work. No data recovery is included in this scope. The County will be responsible for obtaining permission to access private property.

TASK 4.4: SUPPORT COUNTY NATIVE AMERICAN CONSULTATION

The proposed project is adjacent to the Fort Independence Indian Reservation. Caltrans typically requires querying the Native American Heritage Commission for a list of potentially interested tribes and to conduct a Sacred Lands File search. Caltrans then reviews the list of potentially interested tribes and determines which the County should consult with regarding the project.

Panorama would draft and send the letter to the Native American Heritage Commission. Panorama would coordinate with Caltrans to determine which tribes should receive a project initiation letter from the County. Panorama would then draft the project initiation letter and submit to Caltrans for review. The County would send the letter to the tribes on its stationery.

Assumptions: There will be minimal comments on the project initiation letter from Caltrans. The County will print and distribute project initiation letters. No additional follow-up with the NAHC will be necessary.

PHASE 3 - DESIGN ENGINEERING

TASK 5 – PLANS, SPECIFICATIONS & ESTIMATES (PS&E)

TASK 5.1 – DESIGN & SUBMITTAL OF 65% PLANS (UNCHECKED DETAILS)

Quincy will develop:

- **Bridge Rehabilitation Design:** The final bridge rehabilitation design will be based on Caltrans design practices and in general will repair or replace elements in kind where appropriate. Design engineering required for the repair of the structure are not anticipated to be extensive.
- **65% Plans Submittal:** The plan sheets will be prepared in CAD. Plans will be consistent with current 2010 Caltrans' Standard Plans. Plans are estimated to require a Title Sheet, Bridge General Plan, Two Concrete Repair Details sheets, Construction Staging sheet, Water Pollution Control sheet, Bank Contour Grading sheet and Summary of Quantities Sheet (8 sheets total). Open communication between the County's staff and QEI's design staff will allow both parties the opportunity for input during the plan preparation stage. This will ensure that all repair design parameters are adequately addressed.

TASK 5.2 - INDEPENDENT DESIGN CHECK

Upon approval of the environmental documents and County review of the 65% plans, Quincy will begin preparing the final PS&E package. As a first step, the plans will be updated to reflect any environmental concerns and County review comments.

Quincy then will provide an independent check of all plan details and element designs. The check will be performed by a licensed engineer that has not previously worked on the project.

TASK 5.3 - SPECIFICATIONS

Quincy will develop the technical project special provisions based on the 2010 Caltrans Standard Special Provisions (SSP) Divisions 2-10. Quincy will use the Caltrans boilerplate specifications in lieu of County provided boilerplate specifications. Quincy will combine the technical and boilerplate specifications. A hard copy and electronic copy of the specifications will be prepared for the County's review.

Permit requirements will be included in the specification package.

Task 5 Products:

- 65% Bridge Plans
- Address County 65% Comments
- Independent Plan Check
- Comment Summary Forms
- 2010 Specifications
- Quantity Calculations
- Construction Cost Estimate
- QA/QC Checklist
- 95% PS&E
- 100% Final PS&E

TASK 5.4 - CONSTRUCTION QUANTITIES & ESTIMATE

Quincy will develop construction quantities and the Team's estimate of construction costs (Q and E).

TASK 5.5 - QUALITY CONTROL & CONSTRUCTABILITY REVIEW

A senior level Quincy engineer will review the entire draft PS&E (90% PS&E) package for uniformity, constructability, and compatibility. The review will ensure that the final design is in accordance with all permit requirements. The specifications and estimate will be reviewed for consistency with the plans and to ensure that each construction item has been covered.

TASK 5.6 - RIGHT-OF-WAY ENGINEERING

It is assumed that all work will be within the County Right of Way. However, if temporary construction easements or permanent right-of-way is required QEI, with County staff review and input, will complete right-of-way legal description and drawings. Bender Rosenthal, Inc. will provide right-of-way appraisal and acquisition tasks.

After the County has approved the project geometrics, the Team would determine the right-of-way requirements, including property acquisitions and easements, and depict proposed right-of-way on the base sheets. A narrative description (metes and bounds description Exhibit "A") and a right-of-way drawing on 8½" x 11" media (Exhibit "B") will be developed for attachment to the easement documents. Bender Rosenthal, Inc. would provide the right-of-way tasks required for appraisal, acquisition of the right-of-way, and acquisition of temporary construction easements. It is assumed that perfected right-of-way will not be needed for the project.

TASK 5.7 - PREPARATION OF 95% (DRAFT) PS&E

Quincy will prepare the 95% PS&E addressing internal QC review comments on 90% PS&E. The PS&E will be developed assuming a Design-Bid-Build process.

TASK 5.8 - SUBMITTAL OF 95% (DRAFT) PS&E

Quincy will submit the 95% PS&E for County review.

The final PS&E will be submitted to the County after all 95% review comments have been addressed.

TASK 5.9 - 100% PS&E (FINAL SIGNED SUBMITTAL)

Final Contract ready bid package.

TASK 6: PERMIT APPLICATIONS

TASK 6.1: PREPARE STATE PERMIT APPLICATIONS

Panorama will prepare permit applications for the County to submit to state agencies. It is anticipated that the following permits will be required for the project:

- Section 1602 of the Fish and Game Code (Streambed Alteration Agreement)
- Waste Discharge Requirements (permit for discharge of dredge and fill into a Water of the State)

Panorama will provide draft applications for comment to the County (to assure language and measures are acceptable), and then prepare final applications for agency submittal under this task. The County would need to sign and mail the final applications with the appropriate fees.

Panorama will solicit agency concerns and expectations as well as approval for the project. Panorama will work with Quincy Engineering for the engineering details necessary to complete the permits in the prescribed timeframes.

Task 6 Products:

- 404 Permit Applications (Draft and Final)
- Section 1602 and 401/Waste Discharge Requirements Permit Applications (Draft and Final)

Assumptions: The County will pay all permit filing fees. Impacts to Waters of the State and Waters of the United States will be minimal.

OPTIONAL TASK 6.2: PREPARE FEDERAL PERMIT APPLICATIONS

It is unlikely that federal permits will be needed for the project, as it is expected that the ACOE will not take jurisdiction over the drainage under Oak Creek Bridge. Caltrans has informed us that the drainage is an auxiliary branch of Oak Creek and is therefore not under ACOE jurisdiction. If ACOE does take jurisdiction, this task would include preparation of the following federal permit applications for the project:

- Section 401 of the Clean Water Act (Water Quality Certification)
- Section 404 of the Clean Water Act (permit for placement of dredge and fill into a Water of the United States)

Panorama will provide draft applications for comment to the County (to assure language and measures are acceptable), and then prepare final applications for agency submittal under this task. The County would need to sign and mail the final applications with the appropriate fees.

Panorama will solicit agency concerns and expectations as well as approval for the project. Panorama will work with Quincy Engineering for the engineering details necessary to complete the permits in the prescribed timeframes.

Assumptions: The project will qualify for non-reporting Nationwide Permit under Section 404 of the Clean Water Act. The 401 Water Quality Certification application will be the same application as the Waste Discharge Requirements in Task 4.1.1. Panorama will pay all permit filing fees as other direct costs to the project. Impacts to waters of the State and waters of the United States will be minimal.

TASK 7 - RIGHT-OF-WAY APPRAISAL & ACQUISITION

Bender Rosenthal, Inc. will perform Right-of-Way services. Based on the preliminary information, the ROW impacts at the site are as follows:

Oak Creek bridge replacement will require right of way for a temporary detour and staging area. There is one property impacted at this site.

This scope of work includes the ordering of Title Reports (\$750 per parcel) and the providing of escrow services (\$500 per parcel).

TASK 21.1 - APPRAISAL SERVICES

BRI will develop complete appraisals that will state the estimated fair market value of the fee simple interest in each referenced property. The appraisal reports will be summary appraisal reports prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases.

Task 7 Products:

- One copy of each narrative, summary appraisal report for one (1) parcels.
- Independent Review Certificates for one (1) appraisal reports.
- Acquisition Various Properties from up to one (1) property owners
- Right of way certification for the project location
- Ordering Title Reports for one (1) parcels.
- Escrow Services for one (1) parcels.

Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by others. Some of the items that may affect the appraisal process include:

- Complexity of the valuation;
- Impact of the interests to be acquired (e.g. Temporary Construction Easements, and Public Utility easements).
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Onsite physical inspection of the subject property with the owner.
- Visual inspection of the comparable market data.
- Study of community and neighborhood in which the subject is located.
- Collection of data from appropriate governmental agencies.
- Verification of market data with sources knowledgeable with the pertinent details of the transaction.
- Analysis of all appropriate data in the before and after condition to arrive at an opinion of value.
- Preparation of report.

TASK 7.2- INDEPENDENT APPRAISAL REVIEW SERVICES

Sierra West Valuation, Inc. will provide an independent review of each appraisal document. Upon completion of the review, the reviewer will provide review certification

TASK 7.3 - ACQUISITION SERVICES

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on the County of Inyo's process. We will meet with the owners and convey documents until acceptance or impasse is reached.

Steps within the acquisition process are outlined below:

1. Review of the project concept and design with staff and other consultants.
2. Review of appraisals, title reports, maps and descriptions of the required parcels.
3. Field review the project with the Project Manager or other designated person.
4. Preparation of right-of-way contracts and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
6. Acquisition activities are based on settlement by the third contact either in person or by telephone. A recommendation to County of Inyo will be made after impasse has been reached. To reach impasse there are specific requirements:
 - i. Go through the acquisition steps outlined below; plus
 - ii. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
 - iii. Spend up to eight hours working on the parcel acquisition.
 - iv. Responding to property owner inquiries verbally and in writing within two business days.
7. The acquisition steps when offering compensation to the property owner include:
 - i. Owner accepts offer. (Close)
 - ii. Owner rejects offer.
 1. Owner refuses to counter. (Impasse)

2. Owner makes counter proposal.
 - a. The Client accepts counter. (Close)
 - b. The Client rejects counter. (Impasse)
 - c. The Client makes new offer.
 1. Owner accepts new offer. (Close)
 2. Owner does not accept new offer. (Impasse)
8. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining impasse.
9. Final report, including transfer of all pertinent correspondence and files, to the County of Inyo.

TASK 21.4 – RIGHT-OF-WAY CERTIFICATION

Upon completion of the ROW acquisition, BRI will prepare the ROW Certification per Chapter 14 of the Caltrans ROW Manual.

TASK 8 – BIDDING SUPPORT

It is assumed that the County will provide bidder packages and advertise the project. The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, Quincy staff will be available to provide analysis and recommendations concerning award of the contract.

Task 8 Products:

- Bid Advertisement (By County)
- Bidding Assistance

PHASE 4 - CONSTRUCTION MANAGEMENT AND SUPPORT (OPTIONAL)

TASK 9- CONSTRUCTION SUPPORT (OPTIONAL)

One site visit to observe structure condition after debris has been removed. Additional Scope and fee may be required if the structural condition of the reinforced concrete below the mud line requires additional repair.

TASK 10 - CONSTRUCTION MANAGEMENT (OPTIONAL)

Quincy will be available during construction to provide support and management services for County of Inyo Department of Public Works.

ATTACHMENT B2

**AGREEMENT BETWEEN COUNTY OF INYO
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES**

TERM:

FROM: February 12, 2013 **TO:** December 30, 2015

SCHEDULE OF FEES:

The rates and estimated fees described in the original contract, dated February 2, 2013, are revised in accordance with Quincy's *Year 2014 Hourly Rates*, estimated fee, and estimated hours summary included in Attachment B2 to Amendment No. 2 to the Contract. The Consultant shall be compensated at these rates for the scope of work described in Attachment A2 to Amendment No. 2.

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 A2, *Scope of Work*.

The fee and hours summary shown in Attachment A2 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.



Year 2014 Hourly Rates

Rates are effective January 1, 2014 through December 31, 2014

<u>Labor by Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$62 - \$81
Associate Principal Engineer	\$52 - \$72
Senior Engineer	\$46 - \$72
Associate Engineer	\$33 - \$57
Assistant Engineer*	\$26 - \$42
Senior Engineering Tech*	\$31 - \$46
Engineering Tech/Assistant*	\$19 - \$36
CAD Manager	\$33 - \$52
CAD Tech*	\$21 - \$33
Student Assistant/Intern*	\$16 - \$23
Administrative Assistant/Support Staff*	\$11 - \$36
Senior Project Manager/Proj Manager	\$52 - \$81
Project Engineer	\$36 - \$72
Resident Engineer/Bridge Rep	\$42 - \$70
Senior Inspector*	\$36 - \$60
Inspector*	\$21 - \$46
<u>Surveying - Office Classifications</u>	
Senior Surveyor/ Survey Department Manager	\$38 - \$57
Associate Surveyor/Project Surveyor	\$35 - \$43
Survey Technician*	\$31 - \$39
<u>Surveying - Field Classifications</u>	
Party Chief*	\$38 - \$57
Instrumentman*	\$35 - \$43
Chainman/Rodman*	\$26 - \$39
One Man Crew*	\$38 - \$57
Two Man Crew*	\$73 - \$115

Overhead Rate **176.8%**

Other Direct Costs

Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Color in office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate (\$.56/mi.)
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem	up to \$170 per day
Long Term Per Diem	up to \$2,700 per month
Field Vehicle	up to \$1,450 per month
Field Computer/Printer	\$220 per month
Field Cellular Phone	\$130 per month
Prevailing Wage Differential**	Cost Plus Payroll Taxes or as dictated by audit.
Misc.	Cost

Fee

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

Notes:

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

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

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

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

Cost Proposal

Inyo County Carroll Creek Road Bridge Replacement

Phases 2 and 3 - Preliminary and Design Engineering

Date: 10/9/2014

Quincy Engineering, Inc.

Direct Labor:	\$99,491.52
Escalation for Multi-Year Project (3.0%):	\$2,984.75
Escalation for Multi-Year Project (3.0%):	\$102,476.27
Overhead (1.768):	\$181,178.04

A. Labor Subtotal \$283,654.30

Subconsultant Costs:

Panorama	(Incl Permit App filing fees)	\$103,110.25
WRECO		\$16,661.23
Kleinfelder		\$41,011.94
Cartwright Aerial Surveys		\$5,550.00
Bender Rosenthal, Inc.	(includes ordering Title Reports and Escrow Services)	\$21,500.00

B. Subconsultant Subtotal \$187,833.42

Other Direct Costs:

Travel (4 trips, survey/ PM incl mi to Walker Creek)	700 miles @	\$0.560	\$392.00
Pier Diem/ Hotel (Avg two rooms per trip)	8 days @	\$150.00	\$1,200.00
Phone/Fax			
Delivery	3.058 @	\$15.00	\$45.87
Printing: Blue Line			
Vellum			
8 1/2 X 11 Reproduction			
11 X 17 Reproduction			
Mounting Boards for Presentations			\$500.00
Newsletters (Translation and printing)			
Title Report (assumed 2)			
Survey Prevailing Wage Differential			\$888.97
Mailings (6x)			\$720.00

C. Direct Cost Subtotal: \$3,746.84

Labor Subtotal A. =	\$283,654.30
Fixed Fee (10.0%):	\$28,365.43
Subconsultant Subtotal B. =	\$187,833.42
Fixed Fee (0.0%):	\$0.00
Direct Cost Subtotal: C. =	\$3,746.84
Fixed Fee (0.0%):	\$0.00

TOTAL = **\$503,600.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 176.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

Cost Proposal

Inyo County Walker Creek Road Bridge Replacement

Phases 2 and 3 - Preliminary and Design Engineering

Date: 10/8/2014

Quincy Engineering, Inc.

Direct Labor:		\$96,943.42
Escalation for Multi-Year Project (3.0%):		\$2,908.30
Escalation for Multi-Year Project (3.0%):		\$99,851.72
Overhead (1.768):		\$176,537.85
A. Labor Subtotal		\$276,389.57

Subconsultant Costs:

Panorama		\$102,162.00
WRECO		\$14,734.57
Kleinfelder		\$41,011.94
Cartwright Aerial Surveys		\$10,055.00
Bender Rosenthal, Inc.	(includes ordering Title Reports and Escrow Services)	\$31,750.00

B. Subconsultant Subtotal		\$199,713.51
---------------------------	--	--------------

Other Direct Costs:

Travel (4 trips, survey/ PM incl mi to Carroll Creek)	700 miles @	\$0.560	\$392.00
Pier Diem/ Hotel (Avg two rooms per trip)	8 days @	\$150.00	\$1,200.00
Phone/Fax			
Delivery	3.799 @	\$15.00	\$56.99
Printing: Blue Line			
Vellum			
8 1/2 X 11 Reproduction			
11 X 17 Reproduction			
Mounting Boards for Presentations			\$500.00
Newsletters (Translation and printing)			
Survey Prevailing Wage Differential			\$888.97
Mailings (6x)			\$720.00

C. Direct Cost Subtotal:		\$3,757.96
--------------------------	--	------------

Labor Subtotal A. =		\$276,389.57
Fixed Fee (10.0%):		\$27,638.96
Subconsultant Subtotal B. =		\$199,713.51
Fixed Fee (0.0%):		\$0.00
Direct Cost Subtotal: C. =		\$3,757.96
Fixed Fee (0.0%):		\$0.00

TOTAL = **\$507,500.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 176.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

Cost Proposal

Inyo County Oak Creek Road Bridge Rehabilitation Project

Phases 2 and 3- Engineering, Environmental, Permitting and Bid Support

Date: 10/8/2014

Quincy Engineering, Inc.

Direct Labor:	\$52,206.60
Escalation for Multi-Year Project (3.0%):	\$1,566.20
Escalation for Multi-Year Project (3.0%):	\$53,772.80
Overhead (1.768):	\$95,070.31
A. Labor Subtotal	\$148,843.10

Subconsultant Costs:

Panorama	Includes Permit Filing Fees	\$19,872.50
WRECO		\$0.00
Kleinfelder		\$0.00
Bender Rosenthal, Inc.	Includes Obtaining Title Reports and Escrow Services	\$11,250.00
		\$0.00

B. Subconsultant Subtotal **\$31,122.50**

Other Direct Costs:

Travel (3 trips)	1050 miles @	\$0.560	\$588.00
Pier Diem/ Hotel (Avg two rooms per trip)	6 days @	\$150.00	\$900.00
Phone/Fax			
Delivery	1.518 @	\$15.00	\$22.77
Printing: Blue Line Vellum			
8 1/2 X 11 Reproduction			
11 X 17 Reproduction			
Mounting Boards for Presentations			\$500.00
Newsletters (Translation and printing)			

Survey Prevailing Wage Differential	\$1,019.32
Mailings (6x)	\$720.00

C. Direct Cost Subtotal: **\$3,750.09**

Labor Subtotal A. =	\$148,843.10
Fixed Fee (10.0%):	\$14,884.31
Subconsultant Subtotal B. =	\$31,122.50
Fixed Fee (0.0%):	\$0.00
Direct Cost Subtotal: C. =	\$3,750.09
Fixed Fee (0.0%):	\$0.00

TOTAL = **\$198,600.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 176.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

ATTACHMENT C2

**AGREEMENT BETWEEN COUNTY OF INYO
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES**

TERM:

FROM: February 12, 2013 **TO:** December 30, 2015

SCHEDULE OF TRAVEL AND PER DIEM PAYMENTS:

The Consultant shall be compensated at the rates shown in Quincy's *Year 2014 Hourly Rates* as shown in Attachment B2 to Amendment No. 2 to the Contract for travel and per diem expenses.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

- Consent Hearing
 Scheduled Time for 9:00 a.m.
 Departmental
 Correspondence Action
 Closed Session
 Public
 Informational

FROM: HEALTH & HUMAN SERVICES – Emergency Medical Services

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Emergency Medical Services

DEPARTMENTAL RECOMMENDATION:

Recommend Board conduct a workshop with staff from Inland Counties Emergency Medical Authority to hear an overview of local, state and national emergency medical services context, the changing landscape, current and anticipated problems, and consideration of options for moving forward.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Under a Joint Powers Agreement (JPA) with Mono and San Bernardino Counties, Inyo's "local emergency medical services (EMS) agency" is the Inland Counties Emergency Medical Authority whose governing board is the San Bernardino County Board of Supervisors. ICEMA staff ensure compliance with requirements from the California Emergency Medical Services Authority (EMSA) and provide oversight of ambulance services in Inyo County.

ALTERNATIVES:

Board could choose not to conduct this workshop.

OTHER AGENCY INVOLVEMENT:

ICEMA, local ambulance providers, Mono County, San Bernardino County

FINANCING:

There is no funding involved in this workshop.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



ICEMA

ICEMA is the regional Joint Powers Agency (JPA) which serves as the Local Emergency Medical Services Agency (LEMSA) consisting of the following member counties:

- San Bernardino, Inyo and Mono

ICEMA's Governing Board is the San Bernardino County Board of Supervisors

All three counties are served by Board appointed Emergency Medical Care Committees (EMCCs) that are advisory to ICEMA and the respective Boards of Supervisors



2

ICEMA Responsibilities

- EMS System Organization, Management and Maintenance
- Paramedic Accreditation, EMT Certification,
- Training Programs and Continuing Education
- Prehospital Treatment and Medical Control
- EMS and Hospital Communications Coordination
- Ground and Air Ambulance Transportation
- Public Information
- Regional Trauma, Stroke and STEMI Program Oversight
- Data Collection and Evaluation
- Continuous Quality Improvement
- Disaster Medical and Resource Management

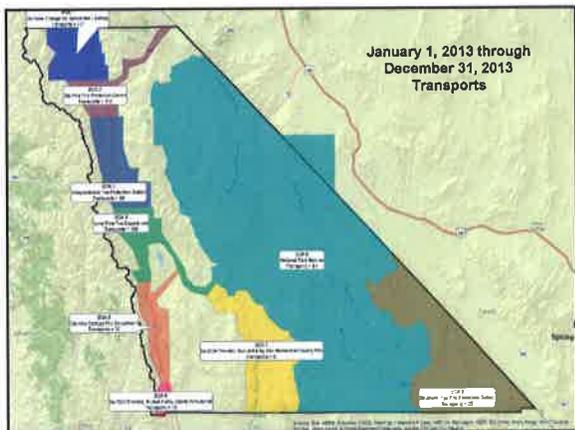


Exclusive Operating Areas

JPA Section 5.03. Exclusive Operating Areas. ICEMA shall maintain or modify exclusive operating areas in accordance with the following:

- An exclusive operating area may be modified by recommendation of the board of supervisors of the county in which the exclusive operating area is located upon review and approval by ICEMA and the California Emergency Medical Services Authority.
- A competitive selection process may be utilized to select a provider to serve an exclusive operating area on recommendation of the board of supervisors of the county in which the exclusive operating area is located and upon review and approval by ICEMA and the California Emergency Medical Services Authority.
- Service providers shall be selected upon recommendation of the board of supervisors of the county in which the exclusive operating area is located and by action of the Board.

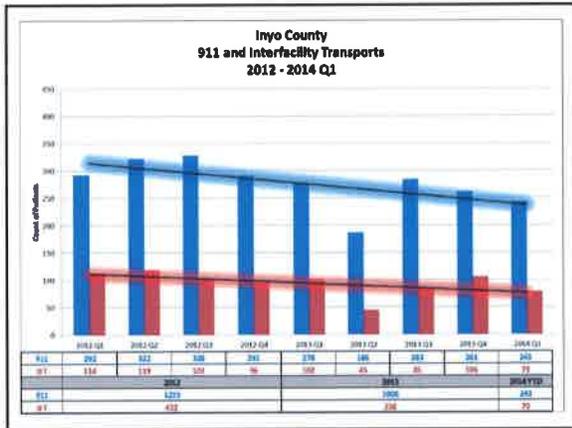




Inyo County 9-1-1 January-December 2013 Responses and Transports

	Responses	Transports
• Symons	855	737
• Big Pine FD	132	110
• Independence	65	50
• Lone Pine	157	109
• Olancho Cartago	49	30
• Little Lake	22	18
• Panamint Valley	0*	0
• Death Valley	192	81**
• Southern Inyo FPD	60	25

*Mutual Aid SBCO FD dete N/A ** Ground transport



**A SYSTEM AT A
CROSSROADS**

- Challenges Facing EMS
Providers**
- Need to do more with less
 - Costs continue to rise
 - Reduced reimbursements
 - Difficulty maintaining vehicles
 - Difficulty maintaining a volunteer staff
 - Challenges in training and certification
 - Difficulty maintaining equipment (fire/EMS)
- 

Challenges (continued)

- Affordable Care Act
 - Requires a switch from volume-based to value-based reimbursement
 - Requires higher quality ePCR and billing expertise
 - Will require ePCR, HIE, and discharge data analysis
 - Is designed to drive down utilization to more appropriate levels of service commensurate with illness/injury



10

Assessment

- EMS often costs more than it collects in low volume systems
- Doing it the traditional way, doesn't work
- EMS providers are struggling all over the country
 - shutting down non-performing operations
 - refusing to bid on non-lucrative areas
 - filing bankruptcy
- Concerns remain about impacts from full implementation of the Affordable Care Act



11

ICEMA/County/Provider Workgroup

- **January 31, 2014** – ICEMA met with County & City representatives regarding current challenges facing EMS and individual agencies within Inyo County
- **May 1, 2014** – Conducted first Fire Chiefs' workgroup to:
 - Identify specific challenges facing all EMS providers
 - Identify challenges facing specific EMS providers
 - Establish dialogue to facilitate consensus and options
 - Ambulance rate survey and analysis
 - Reviewed historical encounter data
- **October 6, 2014** – Follow up meeting with Fire Chiefs



12

ICEMA/County/Provider Workgroup

- Established new ambulance rates that created parity between rural areas
 - In effect as of 9/15/14
- Performed population analysis for assessment of appropriate ambulance operating areas
 - Option 3, proposed 4 zone coverage for greater than 95% of all requests for service



Inyo County Ambulance Rates

Old		New (as of 9/15/14)
• BLS	\$ 644.64	\$1,234.00
• ALS	\$1,149.13	\$1,658.00
• ALS _____	\$ 0.00	\$ 375.00
• Mileage	\$ 25.96	\$ 34.11
• O ₂	\$ 65.93	\$ 115.74
• Night	\$ 81.55	\$ 135.87
• EKG	\$ 74.13	\$ 88.62



Where Do We Go From Here?

- State required RFP of EOAs 1, 4, 5, and 6
- Develop an EMS Plan and RFP to comply and create sample provider contract
- Must entice potential providers
- Be innovative and flexible
- Needs to mitigate anticipated ACA impacts
- Implement
- Evaluate
- Modify as necessary



OPTION 1 (Bid individual EOAs 1, 4, 5, 6, 7)

<p>Benefits</p> <ul style="list-style-type: none"> • Operational: <ul style="list-style-type: none"> - Easy to facilitate • Financial: <ul style="list-style-type: none"> - N/A • Practical: <ul style="list-style-type: none"> - Meets EMSA requirements - Minimizes controversy 	<p>Challenges</p> <ul style="list-style-type: none"> • Operational: <ul style="list-style-type: none"> - Low County response and transport volume - EOAs currently without a provider will likely remain that way - Doesn't address possible continued reduction in response volumes and Transports • Financial: <ul style="list-style-type: none"> - Doesn't address challenges facing providers - Doesn't address ACA impacts - Currently does not provide enough revenue to offset expenses • Practical: <ul style="list-style-type: none"> - Won't entice potential bidders
--	---

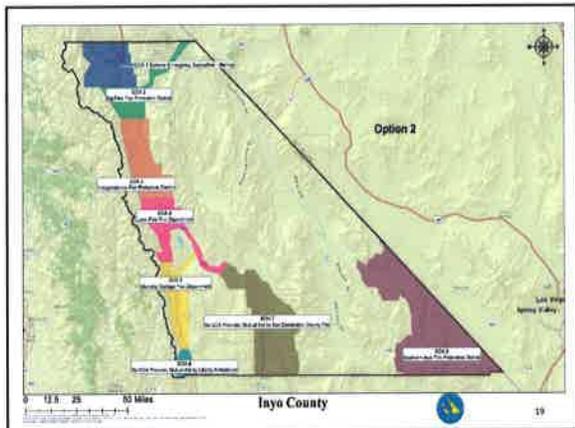
 16



OPTION 2 (Bid EOAs 1, 2, 3, 4, 5, 6, 7, 9 as one)

<p>Benefits</p> <ul style="list-style-type: none"> • Operational: <ul style="list-style-type: none"> - Contiguous areas provide for system status management (SSM) modeling • Financial: <ul style="list-style-type: none"> - Possible economies of scale • Practical: <ul style="list-style-type: none"> - Provides enticement for providers to bid - Allows opportunity for Public/Private partnerships 	<p>Challenges</p> <ul style="list-style-type: none"> • Operational: <ul style="list-style-type: none"> - Low County response and transport volumes - Requires significant EMS expertise to develop viable deployment model(s) • Financial: <ul style="list-style-type: none"> - Requires significant financial and operational expertise • Practical: <ul style="list-style-type: none"> - Requires Countywide approach to EMS and collaboration
--	---

 18

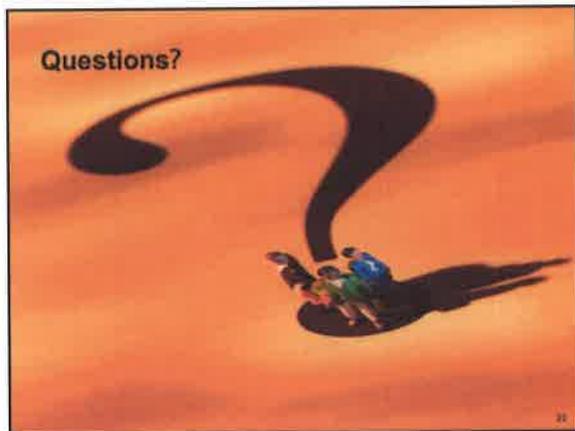


OPTION 3
(Bids all EOAs with Service Model Specified in RFP)

<p>Benefits</p> <ul style="list-style-type: none"> • Operational: <ul style="list-style-type: none"> - Provides ground transport service to >95% of all responses/transport - Addresses current issues and expected future ACA impacts - Fluid asset allocation for ambulance response time compliance <ul style="list-style-type: none"> • Establishes possible ALS resource pools for hybrid response system • Financial: <ul style="list-style-type: none"> - Helps to ensure future viability of Inyo County's EMS system - Removes the financial burden from local VFDs - Addresses current issues and expected future ACA impacts • Practical: <ul style="list-style-type: none"> - Design addresses realities of EMS state - Creates the blueprint for competitive bidding and apples-to-apples comparison - Allows for public/private partnering 	<p>Challenges</p> <ul style="list-style-type: none"> • Operational: <ul style="list-style-type: none"> - Requires significant financial and operational expertise - Requires previous Public/Partnership experience • Financial: <ul style="list-style-type: none"> - Requires significant financial and operational expertise • Practical: <ul style="list-style-type: none"> - Require countywide approach to EMS and collaboration
--	--

20





ICEMA Contact Information

Tom Lynch,
EMS Administrator

Office: 909.388.5830
Cell: 909.841.6876
Fax: 909.388.5825

tom.lynch@cao.sbcounty.gov

ICEMA Duty Officer 24/7 number: 909.208.8618

ICEMA
1425 South "D" Street
San Bernardino, CA 92415-0060





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
16

- Consent Hearing
 Departmental
 Correspondence Action
 Public
 Scheduled Time for **9:00 a.m.**
 Closed Session
 Informational

FROM: HEALTH & HUMAN SERVICES – Emergency Medical Services

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Acceptance and Endorsement of the Release of RFP for Emergency Ambulance Services

DEPARTMENTAL RECOMMENDATION:

Recommend Board accept information from, discuss with and offer input to ICEMA staff on a proposed Request for Proposal to be released soliciting qualified agencies to provide emergency ambulance services in Inyo County for the period of July 1, 2015 through June 30, 2024.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Joint Powers Agreement (JPA) between Inyo, Mono and San Bernardino Counties was updated in September of 2012 (attached) for our local Emergency Medical Services (EMS) Agency known as Inland Counties Emergency Medical Authority (ICEMA). Under the JPA, the Board of Supervisors of San Bernardino County is the governing "Board" of ICEMA. The JPA at sections 4.02(a)(b) provide ICEMA the power to make and enter contracts and employ agents or employees. Pursuant to the JPA your Board is asked to hear updates and comments from ICEMA staff regarding the upcoming release of a Request for Proposals (RFP) in Inyo County, to discuss the RFP with ICEMA staff and provide input to ICEMA staff regarding the RFP.

ICEMA, as the Local EMS Agency, is responsible for the planning, implementation and evaluation of our EMS system in Inyo County, consistent with State law and guidelines. ICEMA staff have been very responsive to Inyo's concerns and unique issues, and they travel here regularly for in-person dialogue with our local stakeholders.

Exclusive Operating Areas (EOAs) for the provision of ambulance services in a specific county remain as designated by that member county's Board of Supervisors. Further, in accordance with Section 5.03 (page 11 of 14), the member county's Board of Supervisors shall recommend the selected ambulance service providers, following any Request for Proposal (RFP) for ambulance providers within that member county.

ALTERNATIVES:

Board could choose not to endorse the release of the RFP, requiring ICEMA to develop alternatives.

OTHER AGENCY INVOLVEMENT:

Counties of Mono and San Bernadino and the Emergency State Medical Authority (EMSA)

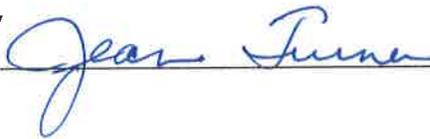
FINANCING:

There is no funding involved in this 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: <u>X</u> Date: <u>10/24/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____
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)



Date: 10-28-14

In the Rooms of the Board of Supervisors
County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 25th day of *September*, 2012 an order was duly made and entered as follows:

HHS-Emerg. Serv./
JPA Multi-County
EMS System

Moved by Supervisor Cervantes and seconded by Supervisor Pucci to approve the Joint Powers Agreement between the counties of San Bernardino, Mono, and Inyo for the purpose of providing for the operation and management of a multi-county emergency medical services system and delineating responsibilities for such operation and management, effective upon approval by all three entities; and authorize the Chairperson to sign. Motion carried unanimously.

ICEMA
BOS- original
Fiscal
File

WITNESS my hand and the seal of said Board this 25th

Day of September 2012



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing	
CC	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	_____
Other	HHS _____
DATE: October 9, 2012	

**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
OF THE INLAND COUNTIES EMERGENCY MEDICAL AGENCY
AND RECORD OF ACTION**

January 8, 2013

**FROM: THOMAS G. LYNCH, Administrator
Inland Counties Emergency Medical Agency**

**SUBJECT: JOINT POWERS AGREEMENT WITH INYO AND MONO COUNTIES FOR
EMERGENCY MEDICAL SERVICES**

RECOMMENDATION(S)

Acting as the governing body of the Inland Counties Emergency Medical Agency, approve a Joint Powers Agreement (**Agreement No. 13-0019**) to provide for the operation and management of a regional Emergency Medical Services System in the Counties of San Bernardino, Inyo and Mono. (Presenter: Thomas G. Lynch, Administrator, 388-5830)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

**Provide for the Health and Social Services Needs of San Bernardino County Residents.
Pursue County Goals and Objectives by Working with Other Governmental Agencies.**

FINANCIAL IMPACT

Approval of this item does not impact discretionary general funding (no net county cost). Inland Counties Emergency Medical Agency (ICEMA) will receive \$292,479 in funding from the California Emergency Medical Services Authority to assist with performing the duties listed below. These funds were included in ICEMA's budget for fiscal year 2012-13 and will be included in subsequent budgets based upon continued funding.

BACKGROUND INFORMATION

Approval of this item will approve a new Joint Powers Agreement (JPA) that supersedes and replaces the existing 1998 JPA that provides for the operation and management of a regional Emergency Medical Services (EMS) System in the Counties of San Bernardino, Inyo and Mono.

The 20-year period since the adoption of the existing JPA has seen significant changes in the law as well as the field of emergency medicine and the organizational structure of the County. These changes make it necessary to update the JPA to address current issues and bring the JPA into conformity with the EMS Act. The most significant changes within the proposed JPA may be summarized as follows:

Page 1 of 2

cc: ICEMA-Lynch w/ agree
Contractor c/o Dept w/ agree
ACR-Acct Pay Mgr w/ agree
EBIX/BPO c/o Risk
CAO-Atkeson
File - w/ agree
jr 2/6/13

ITEM 46

Record of Action of the Board of Supervisors

**DEFERRED/APPROVED
COUNTY OF SAN BERNARDINO
Board of Supervisors**

MOTION AYE AYE AYE MOVE SECOND
 2 3 4 5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: January 08, 2013

**JOINT POWERS AGREEMENT WITH INYO AND MONO COUNTIES
FOR EMERGENCY MEDICAL SERVICES
JANUARY 8, 2013
PAGE 2 OF 2**

- The proposed JPA brings ICEMA into conformity with a County organizational change in 2007 which separated ICEMA from the Department of Public Health. The new JPA recognizes this organizational change by shifting the direct reporting structure of ICEMA from the County's Public Health Officer to its Chief Executive Officer (CEO). The new JPA further designates the CEO, or his deputy, as the Executive Officer of ICEMA.
- The updated JPA adds provisions which had not been included in the previous JPA for medical and health disaster response planning for Inyo and Mono Counties.
- Provisions have been added which address the establishment of exclusive operating areas for emergency ambulance providers.
- The JPA further adds needed administrative provisions relating to definitions, minutes, quorums, budgets and fiscal reports, insurance and indemnity, and distribution of assets upon termination of the JPA, and other miscellaneous provisions.

The proposed JPA was approved by the Counties of Inyo and Mono on September 25, 2012 and December 6, 2012, respectively. This Agreement will become effective once approved by the Boards of Supervisors of all three counties and shall continue until terminated by the withdrawal of two (2) or more members.

In accordance with the EMS Act, ICEMA is tasked with centralizing the administration of common EMS functions at the regional level including the training and medical oversight of EMS personnel, communications, data collection, and the oversight and regulation of emergency ambulance transport services. The benefits derived from centralizing the administration of common EMS functions at the regional level include:

- Reducing administrative and program costs
- Standardizing system coordination of emergency response and patient flow
- Focusing of regional EMS concerns
- Providing a more effective impact at the state level; and matching administrative boundaries with natural systems

In 1975 the original JPA was approved by the Counties of San Bernardino, Riverside, Inyo and Mono to provide for the operation and management of a regional EMS System. The JPA established ICEMA as a Local Emergency Medical Services Agency (LEMSA) under the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (EMS Act).

In 1988, Riverside County withdrew from ICEMA necessitating a revision of the JPA. The result was the present tri-county JPA which is still in use.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Alan Green, Deputy County Counsel, 387-5288) on December 5, 2012 and the County Administrative Office (Steve Atkeson, Administrative Analyst, 387-0294) on December 21, 2012.

FOR OFFICIAL USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		Dept.	Contract Number	
<input type="checkbox"/> Change			SC	ICM	A
<input type="checkbox"/> Cancel					13-0019
ePro Vendor Number				ePro Contract Number	
			Dept.	Orgn.	Contractor's License No.
Inland Counties Emergency Medical Agency			ICM	ICM	
Contract Representative			Telephone		Total Contract Amount
Thomas G. Lynch, EMS Administrator			(909)388-5823		
Contract Type					
<input type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered	
<input checked="" type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
				\$	\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No
					Amount
					\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No
					Amount
					\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No
					Amount
					\$
Project Name			Estimated Payment Total by Fiscal Year		
ICEMA Joint Powers Agreement			FY	Amount	I/D
					FY
					Amount

**INLAND COUNTIES
EMERGENCY MEDICAL
AGENCY**

STANDARD CONTRACT

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY** hereinafter called the **COUNTY**, and

Name County of Inyo
 Address 163 May Street
Bishop, CA 93514
 Telephone (760) 873-3305 Federal ID No. or Social Security No. _____

hereinafter called
Inyo County

and

Name County of Mono
 Address P.O. Box 3329
Mammoth Lakes, CA 93546
 Telephone (760) 924-1830 Federal ID No. or Social Security No. _____

hereinafter called
Mono County

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

JOINT EXERCISE OF POWERS AGREEMENT

TABLE OF CONTENTS

<u>RECITALS</u>	4
<u>ARTICLE I</u>	5
<u>DEFINITIONS</u>	5
Section 1.01. Definitions	5
<u>ARTICLE II</u>	6
<u>GENERAL PROVISIONS REGARDING</u>	6
<u>PURPOSE, CREATION AND OPERATION OF ICEMA</u>	6
Section 2.01. Purpose	6
Section 2.02. Term	6
Section 2.03. Creation of ICEMA.....	6
Section 2.04. Board of Directors	6
Section 2.05. Meetings of the Board.....	6
Section 2.06. Minutes	6
Section 2.07. Quorum; Required Votes	6
Section 2.08. Annual Budget	6
Section 2.09. Annual Operational and Fiscal Report	7
Section 2.10. Withdrawal of Member	7
<u>ARTICLE III</u>	7
<u>OFFICERS AND EMPLOYEES</u>	7
Section 3.01. Chair and Vice-Chair	7
Section 3.02. Secretary	7
Section 3.03. Treasurer; Auditor-Controller	7
Section 3.04. Executive Officer; Employment of Staff	7
Section 3.05. Medical Director.....	7
Section 3.06. Officers in Charge of Records, Funds and Accounts	8
Section 3.07. Legal Advisor	8
Section 3.08. Officers and Employees of ICEMA	8
<u>ARTICLE IV</u>	8
<u>POWERS</u>	8
Section 4.01. General Powers	8
Section 4.02. Specific Powers	8
Section 4.03. Restrictions on Powers	9
Section 4.04. Obligations of ICEMA	9
Section 4.05. Claims.....	9
<u>ARTICLE V</u>	9
<u>REGIONAL EMERGENCY MEDICAL SERVICES SYSTEM MANAGEMENT</u>	9
Section 5.01. Agency Designation.....	9
Section 5.02. Agency Functions	10
Section 5.03. Exclusive Operating Areas	11
<u>ARTICLE VI</u>	11
<u>CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION</u>	11
Section 6.01. Contributions	11
Section 6.02. Distribution of Assets upon Termination	11

ARTICLE VII	11
INDEMNIFICATION AND INSURANCE	11
<u>Section 7.01. ICEMA Indemnification of Members</u>	11
<u>Section 7.02. Member Indemnification</u>	12
<u>Section 7.03. Insurance</u>	12
<u>Section 7.04. Third Party Beneficiaries</u>	12
ARTICLE VIII	12
MISCELLANEOUS PROVISIONS	12
<u>Section 8.01. Notices</u>	12
<u>Section 8.02. Law Governing</u>	13
<u>Section 8.03. Amendments</u>	13
<u>Section 8.04. Severability</u>	13
<u>Section 8.05. Successors</u>	13
<u>Section 8.06. Section Headings</u>	13
<u>Section 8.07. Multiple Counterparts</u>	13

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY
JOINT EXERCISE OF POWERS AGREEMENT**

**FOR THE OPERATION AND MANAGEMENT OF AN
EMERGENCY MEDICAL SERVICES SYSTEM IN THE
COUNTIES OF INYO, MONO, AND SAN BERNARDINO AND ESTABLISHING
THE INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated as of January 8, 2013 (this "Agreement"), is entered into by and among the County of Inyo ("Inyo"), the County of Mono ("Mono"), and the County of San Bernardino ("San Bernardino"), each a body corporate and politic.

RECITALS

WHEREAS, Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code, permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

WHEREAS, the parties hereto, together with the County of Riverside ("Riverside"), previously entered into that certain Joint Powers Agreement Between the Counties of San Bernardino, Riverside, Mono, and Inyo, Creating the Inland Counties Emergency Medical Authority, dated April 8, 1975 (the "1975 JPA"), by and between San Bernardino, Riverside, Inyo and Mono; and

WHEREAS, the parties to the 1975 JPA subsequently entered into that certain Joint Exercise of Powers Agreement for the Purpose of Providing for the Operation and Management of an Emergency Medical Services System in the Counties of Inyo, Mono, Riverside and San Bernardino and Creating the Inland Counties Emergency Medical Agency, dated December 10, 1984 (the "1984 JPA"), by and between Inyo, Mono, Riverside and San Bernardino, which superseded the 1975 JPA; and

WHEREAS, the parties hereto entered into that certain Joint Exercise of Powers Agreement for the Purpose of Providing for the Operation and Management of an Emergency Medical Services System in the Counties of Inyo, Mono and San Bernardino and Creating the Inland Counties Emergency Medical Agency, dated April 25, 1988 (the "1988 JPA"), by and between Inyo, Mono and San Bernardino, which superseded the 1984 JPA; and

WHEREAS, there now exists within the area of jurisdiction of the Parties hereto, a joint powers agency known as the Inland Counties Emergency Medical Agency ("ICEMA") established by the 1975 JPA and continued by the 1984 JPA and continued further by the 1988 JPA; and

WHEREAS, there continues to exist an urgent and demonstrated need to maintain a multi-county Emergency Medical Services (EMS) program in order to continue to improve Emergency Medical Services and to jointly undertake necessary solutions; and

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database <input type="checkbox"/> FAS	
Input Date	Keyed By

WHEREAS, the Parties hereto desire to further delineate local EMS agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (as defined herein below), and to continue jointly exercising the powers common to the Parties with respect to the EMS program and the EMS Act; and

WHEREAS, the Parties intend that this Agreement will supersede and replace all prior joint exercise of powers agreements by and among the Parties relating to ICEMA.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code.

"Agreement" means this Joint Exercise of Powers Agreement.

"Auditor-Controller" means the Auditor-Controller of ICEMA appointed pursuant to Section 3.03.

"Board" or "Board of Directors" means the Board of Directors of ICEMA referred to in Section 2.04, which shall be the governing body of ICEMA.

"EMS Act" means the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the Health and Safety Code).

"Executive Officer" means the Executive Officer of ICEMA appointed pursuant to Section 3.04.

"Fiscal Year" means the period from July 1st to and including the following June 30th.

"ICEMA" means the public entity known as the Inland Counties Emergency Medical Agency established pursuant to Article II of this Agreement.

"Medical Director" means the Medical Director of ICEMA appointed pursuant to Section 3.06.

"Member" means, individually, each of the County of Inyo, the County of Mono, and the County of San Bernardino.

"Members" means, collectively, the County of Inyo, the County of Mono, and the County of San Bernardino.

"Secretary" means the Secretary of ICEMA appointed pursuant to Section 3.02.

"State" means the State of California.

"Treasurer" means the Treasurer of ICEMA appointed pursuant to Section 3.03.

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF ICEMA

Section 2.01. Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500, relating to the joint exercise of powers common to the public agencies, in this case the Counties of Inyo, Mono, and San Bernardino. The three (3) counties each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers for the continued provision of overall systems management and evaluation of a multi-county EMS system by and through a joint powers agency within the territorial and jurisdictional boundaries of the Members, as authorized by Section 1797.200 of the EMS Act.

Section 2.02. Term. This Agreement shall become effective when it has been approved by the Boards of Supervisors of all the Members. This Agreement shall continue in full force and effect until terminated by the withdrawal of two (2) or more Members.

Section 2.03. Creation of ICEMA. Pursuant to the Act, there is hereby continued a public entity known as the "Inland Counties Emergency Medical Agency", hereinafter referred to as "ICEMA." ICEMA is and shall continue to be a public entity separate and apart from the Members and shall administer this Agreement.

Section 2.04. Board of Directors. The Board of Supervisors of the County of San Bernardino shall serve as the Board of Directors of ICEMA. The Board of Directors shall govern ICEMA.

Section 2.05. Meetings of the Board. The date, hour and place of the holding of meetings of the Board shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each party hereto. Notice of the conduct of meetings shall be in accordance with the provisions of the Ralph M. Brown Act commencing with Section 54950 of the Government Code. The Board of Directors of ICEMA shall hold at least one regular meeting each year.

Section 2.06. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, and of the Members, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member.

Section 2.07. Quorum; Required Votes. A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the seated Directors present at any meeting in which a quorum is present shall be required to take any action by the Board.

Section 2.08. Annual Budget. The Board shall adopt an annual budget for each Fiscal Year. Prior to adoption, the draft regional funding budget shall be provided to each Member for review.

Section 2.09. Annual Operational and Fiscal Report. The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member.

Section 2.10. Withdrawal of Member. Any Member may withdraw from ICEMA and terminate its participation in this Agreement by giving a minimum of six (6) months prior written notice to all other Parties, provided that the withdrawing Party shall pay its proportionate share of indebtedness which has been incurred while the withdrawing Party was a Party to this Agreement. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Member. Withdrawal shall not relieve the withdrawing Member of any financial obligations or liability arising prior to withdrawal.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chair and Vice-Chair. The Chair and Vice-Chair of the County of San Bernardino Board of Supervisors shall be the Chair and Vice-Chair of the Board, respectively. The Chair shall sign all contracts on behalf of ICEMA, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed by the Board. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair.

Section 3.02. Secretary. The Secretary to the Board of Directors shall be the Clerk of the Board of Supervisors of the County of San Bernardino. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of ICEMA. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to Section 6503.5 of the Act and Section 53051 of the California Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Ralph M. Brown Act (Section 54950 et seq. of the California Government Code).

Section 3.03. Treasurer; Auditor-Controller. Pursuant to Section 6505.5 of the Act, the San Bernardino County Treasurer is hereby designated as the Treasurer of ICEMA. The Treasurer shall be the depository, shall have custody of all of the money of ICEMA from whatever source, and shall have the duties and obligations of Treasurer as set forth in Sections 6505 and 6505.5 of the Act. As provided in Section 6505.5 of the Act, given the appointment of the Treasurer, the officer performing the functions of auditor or controller shall be the San Bernardino County Auditor/Controller, who shall have the duties assigned to the auditor or controller in Sections 6505 and 6505.5 of the Act, including the duty to "contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of [ICEMA]". As further provided in Section 6505.5 of the Act, the San Bernardino County Board of Supervisors "shall determine charges to be made against [ICEMA] for the services of the treasurer and auditor."

Section 3.04. Executive Officer; employment of staff. The Chief Executive Officer of the County of San Bernardino, or a Deputy Executive Officer designated by the Chief Executive Officer, shall be the Executive Officer of ICEMA. The Board of Directors shall also employ sufficient staff to carry out the obligations of ICEMA. The employees performing services for ICEMA shall be employees of the County of San Bernardino, whose work for ICEMA shall be funded by ICEMA. The personnel rules and policies

of the County of San Bernardino shall apply to employees of the County of San Bernardino who are _____ performing services for ICEMA.

Section 3.05. Medical Director. The Board of Directors shall appoint a full or part-time licensed physician and surgeon as Medical Director of ICEMA. The Medical Director shall have the duties and obligations as set forth in the EMS Act.

Section 3.06. Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of ICEMA and all records of ICEMA relating thereto. ICEMA's expenditures and revenues shall be maintained in a separate budget unit. The Secretary shall have charge of, handle and have access to, all other records of ICEMA. Public officers or persons who have charge of, or who handle or have access to, any property of ICEMA shall file an official bond in the same amount as is required of public officers of the County of San Bernardino.

Section 3.07. Legal Advisor. The San Bernardino County Counsel shall serve as legal advisor and counsel to ICEMA.

Section 3.08. Officers and Employees of ICEMA. As provided in Section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of ICEMA to the same degree and extent while engaged in the performance of any of the functions and other duties of such offices, agents or employees under this Agreement.

ARTICLE IV

POWERS

Section 4.01. General Powers. ICEMA shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01 of this Agreement. As provided in the Act, ICEMA shall be a public entity separate from the Members.

Section 4.02. Specific Powers. ICEMA is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to sue and be sued in its own name;
- (d) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;

- (e) to apply for, accept, receive and disburse grants, loans, contributions and other aid from any agency of the United States of America, the State, local government, or a private entity;
- (f) to invest any money in the treasury pursuant to Section 6509.5 of the Act which is not required for the immediate necessities of ICEMA, as ICEMA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the California Government Code; and
- (g) to carry out and enforce all the provisions of this Agreement.

Section 4.03. Restrictions on Powers. Pursuant to Section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as San Bernardino County.

Section 4.04. Obligations of ICEMA. The debts, liabilities and obligations of ICEMA shall not be the debts, liabilities and obligations of the Members.

Section 4.05 Claims.

- (a) All claims against ICEMA including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor-Controller of ICEMA and established by the Board pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. The Board shall adopt a regulation requiring that all claims shall be so filed.
- (b) The Auditor-Controller shall audit and allow claims without prior approval of the Board in any of the following cases:
 1. Claims that are based on the duly approved ICEMA budget; and
 2. Expenditures which have been authorized by ICEMA's Executive Officer.

The Auditor-Controller shall require certification by the requisitioning or receiving employee that goods and/or services have been received as contracted for in accordance with the applicable authorization described above.

ARTICLE V

REGIONAL EMERGENCY MEDICAL SERVICES SYSTEMS MANAGEMENT

Section 5.01. Agency Designation. ICEMA is hereby designated as the Local EMS Agency by each of the Parties to this Agreement and as such is responsible for the planning, implementation and evaluation of EMS System, consistent with State Guidelines and the EMS Act.

Section 5.02. Agency Functions. ICEMA shall perform all of the following duties, obligations and functions, including but not limited to:

- (a) ICEMA shall perform all duties described and outlined for Local EMS Agencies in Division 2.5 of the Health and Safety Code and other applicable statutes and regulations, subject to 5.03 below.
- (b) ICEMA shall provide an organizational and committee structure which fosters inter-agency and intra-agency coordination and maintains an effective working relationship between individuals and groups.
- (c) ICEMA shall provide liaison with Member's Boards of Supervisors, Emergency Medical Care Committees and providers to plan effective program variations which meet specific county, provider and patient needs and shall keep Members informed through regular meetings and correspondence of legal, policy, or other issues affecting ICEMA or the provision of emergency medical services within Members' counties.
- (d) ICEMA shall periodically assess designated facilities to assure that listed treatment capability is current and modifications of triage and treatment guidelines reflect current medical practice.
- (e) ICEMA shall monitor EMS legislative activities on behalf of the Member counties at the State and local levels.
- (f) ICEMA shall provide for data collection, analysis and dissemination to assure a factual basis for multi-county program activities.
- (g) In conjunction with its Members, ICEMA shall evaluate multi-county systems effectiveness and service delivery to patients through patient care audits, monitoring of field treatment activities and patient disposition as it relates to their specific medical condition.
- (h) ICEMA shall research availability of funds, institute applications where appropriate, and manage its budget in accordance with San Bernardino County policies and specific requirements of funding sources.
- (i) ICEMA shall provide for coordination of multi-county EMS systems public education programs and related public relations.
- (j) In conjunction with the local Health Departments of Member counties, ICEMA shall coordinate medical and hospital disaster preparedness with other local, state, and federal agencies and departments having a responsibility relating to disaster response.
- (k) ICEMA shall comply with all other relevant requirements as stated in the EMS Act.

Section 5.03. Exclusive Operating Areas. ICEMA shall maintain or modify exclusive operating areas in accordance with the following:

- a) The boundaries of exclusive operating areas shall be maintained as exist in the Member counties as of the date of this Agreement, unless their modification is recommended by the board of supervisors of the county in which they are and such modification is reviewed and approved by ICEMA and the California Emergency Medical Services Authority.
- b) An exclusive operating area may be modified by recommendation of the board of supervisors of the county in which the exclusive operating area is located and upon review and approval by ICEMA and the California Emergency Medical Services Authority.
- c) Within ICEMA's jurisdiction, there currently exist exclusive operating areas in which service is provided by existing providers who operate in the manner and scope in which the services have been provided without interruption since January 1, 1981. Such exclusive operating areas will continue to be served by the existing providers, unless otherwise required by law. As for all other exclusive operating areas, and for those in which existing providers cease operations a competitive selection process may be utilized to select a provider to serve an exclusive operating area on recommendation of the board of supervisors of the county in which the exclusive operating area is located and upon review and approval by ICEMA and the California Emergency Medical Services Authority.
- d) Regarding exclusive operating areas in which competitive selection of service providers is utilized, staff of the county in which the exclusive operating area is located shall actively participate in the selection process. Service providers shall be selected upon recommendation of the board of supervisors of the county in which the exclusive operating area is located and by action of the Board.

ARTICLE VI

CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

Section 6.01. Contributions. The Members may but are not required to make contributions from their treasuries for the purpose set forth in Section 2.01, make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use personnel, equipment or property in lieu of other contributions or advances. The provisions of Section 6512 of the Act are hereby incorporated into this Agreement by this reference.

Section 6.02. Distribution of Assets upon Termination. Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all property, both real and personal, of ICEMA, except funded equipment in ICEMA's possession for use under this Agreement, shall be divided among the Members in proportion to each Member's contributions determined as of the time of termination.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

Section 7.01. ICEMA Indemnification of Members. ICEMA shall indemnify, defend and hold harmless each of the Members and their authorized officers, employees, agents and volunteers from any and all

claims, actions, losses, damages and/or liability arising from ICEMA's acts, errors or omissions and for any costs or expenses incurred by the Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

Section 7.02. Member Indemnification. Pursuant to the provisions of California Government Code section 895 et seq., and except as provided in Section 7.01 herein, each Member agrees to defend, indemnify and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 7.03. Insurance. The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of ICEMA. The Board may satisfy this obligation by purchasing insurance or by participating in a program of self-insurance pursuant to Government Code Section 990.4, either in its own right or under the self-insurance program of the County of San Bernardino.

Section 7.04. Third Party Beneficiaries. This Agreement and the obligations herein are not intended to benefit any party other than its Members, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under the Agreement, except as expressly stated in this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit into the U.S. mail, first class, postage prepaid:

Inyo County
Department of Health and Human Services
163 May Street
Bishop, CA 93514

Mono County
Paramedic Chief
PO Box 3329
Mammoth Lakes, CA 93546

San Bernardino County
Inland Counties Emergency Medical Agency
1425 S. D Street
San Bernardino, CA 92415-0060

The Members and ICEMA may change the above addresses for notice purposes by written notification as provided above to each of the other Members and ICEMA. Said change of address shall be filed with ICEMA's Bylaws. Meeting notices and general correspondence may be served electronically.

Section 8.02. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 8.03. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by mutual agreement of the Boards of Supervisors of the Members hereto.

Section 8.04. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 8.05. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the others.

Section 8.06. Section Headings. All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.07. Multiple Counterparts. This Agreement is executed in multiple counterparts, any one of which shall be deemed an original for any purpose.

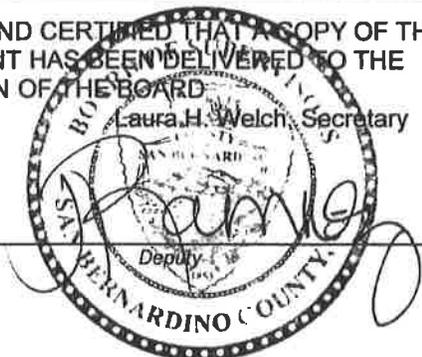
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

SAN BERNARDINO COUNTY

▶ Janice Rutherford
Chair, Board of Directors

Janice Rutherford
Dated: JAN 08 2013

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



Laura H. Welch, Secretary
By _____
Deputy

MONO COUNTY

By ▶ [Signature]
Chair, Mono County Board of Supervisors

Name VIKKI BAUER
(Print or type name of person signing MOU)

Title BOARD CHAIR
(Print or Type)

Dated: NOV. 6, 2012

Address P.O. Box 715
BRIDGEPORT, CA 93517

INYO COUNTY

▶ Marty Fortney
Marty Fortney, Chair, Inyo County Board of Supervisors

Name MARTY FORTNEY
(Print or type name of person signing MOU)

Title CHAIRPERSON BOARD OF SUPERVISORS

Dated: 9-25-12

Address P.O. Box N
INDEPENDENCE, CA 93514

Approved as to Legal Form
▶ [Signature]
Counsel ALAN L. GREEN
Date 11/16/12

Reviewed by Contract Compliance
▶ _____
Date _____

Presented to Board for Signature
▶ [Signature]
Date _____



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: 2:30 Closed Session Informational

FROM: Inyo County Planning Commission and Planning Department

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: General Plan Amendment #2013-01/Munro Valley Solar, LLC

DEPARTMENTAL RECOMMENDATION:

A. Request the Board of Supervisors: Conduct a Public Hearing on the following actions for APNs 033-400-02 and 033-060-19:

- 1.) A General Plan Amendment to create a site specific distributed solar photovoltaic overlay land use designation and apply it to the site, and to the electric distribution and road easements necessary for the proposed project, and;

B. Adopt a resolution approving General Plan Amendment #2013-01/ Munro Valley Solar, LLC and certifying that the requirements of the California Environmental Quality Act (CEQA) have been met.

SUMMARY DISCUSSION: Munro Valley Solar, LLC (applicant) is proposing to construct and operate a 4.0 megawatt (MW) alternating current (AC) solar photovoltaic (PV) generating facility ("Solar Facility") over two separate parcels located south of Olancho, California. Both parcels are located on private land in unincorporated Inyo County. The first parcel is 20.02 acres (APN: 033-400-02) and is located along the east side of Highway 395, approximately 1,400 feet north of Walker Creek Road. The second parcel consists of 160 acres (APN: 033-060-19), however the Solar Facility will only require 10.03 acres of the 160 acre parcel. This parcel is located approximately 4,500 feet east of Highway 395, south of Fall Road near Olancho.

The applicant also applied to the Inyo County Planning Commission for Renewable Energy Permit #2013-01/Munro Valley Solar, LLC pursuant to Title 21, which specifies the conditions of approval for the proposed solar facility. The applicant concurrently applied for Tentative Parcel Map #404/Munro Valley Solar, LLC, and; Tentative Parcel Map #405/Munro Valley Solar, LLC. Tentative Parcel Map #404/Munro Valley Solar, LLC subdivided APN 033-060-19 into two parcels equally 10.03 and 153 acres, respectively. Tentative Parcel Map #405/ Munro Valley Solar subdivided the southern 40 acres from APN 033-460-08 to allow the applicant to provide an access easement across the southerly parcel to the easterly solar facility site. The Renewable Energy Permit and Tentative Parcel Maps were conditionally approved by the Inyo County Planning Commission on September 24th, 2014.

The applicant is applying to the Board of Supervisors for a General Plan Amendment to create a distributed solar photovoltaic overlay land use designation and apply it to the site (refer to Exhibit 6: General Plan Overlay Map). The proposed solar photovoltaic land use overlay would allow a proponent of a solar photovoltaic project of twenty megawatts or less to request to have the overlay applied to the proposed project site. Such a proposed project would also require submission of an application to construct and operate the project, full project analysis, site-specific studies and appropriate environmental review to ensure the project is consistent with the General Plan, Inyo County Code and surrounding uses, and to

ensure the protection of the health, safety and welfare of Inyo County citizens. The overlay designation would allow for construction of a distributed solar photovoltaic facility, while preserving underlying land use designations. At the end of the useful life of a solar facility, or should the project be prematurely decommissioned, existing allowable uses of the property would continue to be permissible pursuant to the original designation.

If approved by your Board, the proposed General Plan amendment could be considered elsewhere in the County, however, at this time, the proposed project overlay would only be applied only to the proposed Munro Valley project site, which has completed site-specific studies and environmental review in compliance with CEQA. The project overlay is site specific and will not precipitate conversion of adjacent rural residential property or open space to renewable energy production. The Distributed Solar Photovoltaic Overlay is written as follows:

“Policy LU-5.9 Distributed Solar Photovoltaic Overlay: This overlay designation provides for distributed solar photovoltaic facilities of 20 megawatts or less pursuant to Inyo County Code Title 21. Site-specific studies and appropriate environmental review are required for consideration of distributed solar photovoltaic facilities of 20 megawatts or less, pursuant to Inyo County Code Title 21. Potential social, economic, visual and environmental impacts from distributed solar photovoltaic facilities must be avoided or minimized to the extent feasible. Minimum parcel size may be waived Pursuant to Inyo County Code Section 21.20.020”

Project Information

Munro Valley Solar, LLC is the owner and applicant of the project and Ecos Energy is the developer. The proposed Solar Facility is being developed under a feed-in-tariff program with the Los Angeles Department of Water and Power (LADWP). This program allows select independent power producers to sell electrical power generated from eligible solar generating facilities to LADWP at a pre-determined rate. Ecos Energy has been selected by LADWP to sell up to 4 MW of solar generation under a long term (20 years) power purchasing agreement. As part of the LADWP feed-in-tariff program, Ecos Energy submitted several potential solar projects for consideration and was required to commit to specific parcels for solar development in their proposals. LADWP selected projects for the feed-in-tariff program through a lottery selection process, and selected two of Ecos Energy’s proposed projects in the Owens Valley, located on APNs 033-400-02 (approximately 20 acres) and 033-060-19 (approximately 160 acres).

Environmental Review

The CEQA Initial Study and Draft Mitigated Negative Declaration for the project were circulated from December 19th, 2013, to January 18th, 2014. The Draft Mitigated Negative Declaration was posted for public review with the Inyo County Clerk-Recorder’s Office on December 19th, 2013, and the California Office of Planning and Research State Clearinghouse on December 19th, 2013. Notice of Availability of the Draft Mitigated Negative Declaration was posted in the Inyo Register on December 21st, 2013. Refer to Exhibit 2 for more information.

Public Benefits

Pursuant to Title 21 of the Inyo County Code, the applicant applied to the Inyo County Planning Commission for Renewable Energy Permit (please see Exhibit #5), which was approved by the Planning Commission on September 24th, 2014. The Renewable Energy Permit ensures responsible development of solar energy generation by (1) protecting the health, safety and welfare of Inyo County citizens and its environment, including its public trust resources, by requiring that the adverse impacts of such development are avoided or acceptably mitigated; (2) recover the county’s costs of increased services

resulting from such development; and (3) ensure that the citizens of Inyo County equitably share in the benefits resulting from the use of such resources. As described in the attached Renewable Energy Permit, the developer has agreed to provide the following public benefits to the County:

- Annual Payments to support cost recovery for the Project's impacts on the public interests, public service, public facilities and infrastructure,
- Payment of Monitoring Fees and Costs associated with the project,
- Payment of Local Sales and Use Taxes, to the maximum extent possible under the law,
- Agreement to make commercially reasonable efforts to use contractors and/or labor from Inyo County, and
- Benefits for local schools.

Public Outreach

On September 10th, 2014, Ecos Energy, in collaboration with Staff, held a community meeting to discuss the project with residents. The meeting was noticed in the Inyo Register on September 2nd, 2014 and all property owners within 300 feet of the proposed project were mailed a notice on August 29th, 2014. A meeting notice was also posted at the meeting location. There were eleven attendees at the meeting. A representative from Ecos Energy, Chris Little, was present to answer questions from attendees. A summary of the comments is provided in Exhibit #2: September 24th, 2014 Planning Commission Staff Report.

Additionally, pursuant to Government Code Section 65352, Inyo County circulated the proposed General Plan Amendment to the following agencies for a 45-day public comment period, prior to your Board's consideration of the proposed amendment:

- Bishop Paiute Tribe
- Big Pine Band of Paiutes
- Bishop Timbisha Shoshone Tribe
- Bureau of Land Management
- U.S. Forest Service
- Naval Facilities Engineering Command, Southwest District
- Fort Independence Community of Paiute
- Los Angeles Department of Water and Power
- Lone Pine Paiute Shoshone Reservation
- Edwards Air Force Base
- US Navy, Community Plans and Liaison Officer
- Inyo County Superintendent of Schools
- NAWS China Lake, Community Plans and Liaison Officer

General Plan Amendment #2013-01/Munro Valley Solar was noticed in the Inyo Register on November 1st, 2014.

SB-18 Consultation

Pursuant to SB-18, Planning staff initiated consultation with Native American tribes on August 16th, 2014. On August 19th, Planning Staff issued consultation request letters to all tribal contacts provided by the Native American Heritage Commission, and received one request for consultation from the Big Pine Paiute Tribe. Staff met with the Big Pine Paiute Tribe pursuant to SB-18 on February 13, 2014, September 11, 2014, and November 6th, 2014 regarding the proposed project. At these meetings, staff discussed the project with the tribe, and provided them with materials describing the project, including

the project site plans, initial study, and cultural resources study. Minimal feedback from the Tribe was received. However, recently Tribal representatives have indicated they believe mitigation measures for cultural resources are inadequate. Planning staff respectively disagrees with this assertion.

Planning staff also provided all tribal contacts provided by the Native American Heritage Commission with a copy of the proposed General Plan Amendment and provide 45 days for comment. One comment letter was received from the Big Pine Paiute Tribe (please refer to Exhibit 7: Comment Letters).

Planning Commission Action

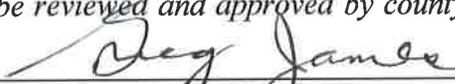
The Inyo County Planning Commission conditionally approved Tentative Parcel Maps #404 and #405, and Renewable Energy Permit #2013-01/Munro on September 24th, 2014 with the following modification to the renewable energy permit: language in *Section 8.11 Submittal of a Landscaping Plan* be modified to including fencing as an alternative for visual screening.

ALTERNATIVES: The Board may consider the following alternatives.

1. Do NOT approve the requested actions.
2. Return to staff with direction

OTHER AGENCY INVOLVEMENT: None.

FINANCING: No direct impact.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 11/5/14

Exhibits:

- 1.) A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying and Adopting the Mitigated Negative Declaration of Environmental Impact Concerning, and

Making Certain Findings With Respect to and Approving, General Plan Amendment #2013-01/Munro Valley Solar, LLC

- 2.) September 24, 2014 Planning Commission Staff Report
- 3.) Biological Study
- 4.) Glare Study
- 5.) Revised Renewable Energy Permit
- 6.) Distributed Solar Photovoltaic Overlay Map
- 7.) Comment Letters:
 - a. Jael Hoffman, Resident, October 30th, 2014
 - b. Genevieve Jones, Big Pine Paiute Tribe, October 31st, 2014
 - c. Jeff Aardahl, Defenders of Wildlife, October 31st, 2014
Sally Miller, Wilderness Society, October 31st, 2014
Helen O'Shea, Natural Resources Defense Council, October 31st, 2014
Malcolm Clark, Sierra Club, October 31st, 2014

BOARD OF SUPERVISORS PACKET

EXHIBIT #1

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING AND ADOPTING THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT CONCERNING, AND MAKING CERTAIN FINDINGS WITH RESPECT TO AND APPROVING, GENERAL PLAN AMENDMENT #2013-01/MUNRO VALLEY SOLAR, LLC

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code, has designated the Planning Commission as the Environmental Review Board pursuant to Section 15002 of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, pursuant to Section 15025 of the State CEQA Guidelines as implemented by Section 15.12.040 of the Inyo County Code (CEQA Procedures), the Planning Commission is responsible for the environmental review of all County projects; and

WHEREAS, under California law and Title 21 of the Inyo County Code ("ICC"), any person who proposes to construct a photovoltaic power plant in the County must first obtain either a renewable energy permit from the County or must enter into a renewable energy development agreement with the County; and

WHEREAS, on July 22, 2013, Munro Valley Solar, LLC submitted an application for a renewable energy permit for the Project, a general plan amendment, zone reclassification and a tentative map; subsequently, on January 28, 2014, Munro Valley Solar, LLC submitted an application for a tentative map to allow the access easement on APN 033-460-08;

WHEREAS, on July 22nd, 2013, Munro Valley Solar, LLC submitted an application to the Inyo County Planning Department for General Plan Amendment #2013-01/Munro Valley Solar, LLC, Tentative Parcel Map No. 404, Zone Reclassification #2013-02/Munro Valley Solar, LLC and Renewable Energy Permit #2013-01/Munro Valley Solar, LLC for a 4.0 megawatt (MW) solar facility built over two parcels (APN 033-400-02 and APN 033-060-19), located south of Olancho, CA, and which are designated Rural Estate (RE) and Rural Protection (RP), respectively, and zoned Rural Residential (RR), Open Space (OS-40) and Open Space (OS-40), respectively.

WHEREAS, on August 16th, 2013, Inyo County issued correspondence to the California Native American Heritage Commission requesting a list of appropriate tribal contacts in order to initiate consultation pursuant to Senate Bill 18; and

WHEREAS, on August 19th, 2013 Inyo County issued correspondence to the Bishop Paiute Tribe, the Timbisha Shoshone Tribe, the Big Pine Band of Owens Valley, the Fort Independence Community of Paiute, and the Lone Pine Paiute Shoshone Reservation inviting the Tribes to initiate consultation pursuant to Senate Bill 18, and

WHEREAS, on November 25th, 2013, the Inyo County Planning Department deemed the application for a General Plan Amendment, Zone Reclassification, and Tentative Parcel Map No. 404 complete; and

WHEREAS, on January 28th, 2014, Ecos Energy submitted a subsequent application to the Inyo County Planning Department for Tentative Parcel Map No. 405 for APN 033-460-08 for provision of an access easement, which is designated Rural Protection (RP) and zoned Open Space (OS-40); and

WHEREAS, on February 13th, 2014, September 11th, 2014, and November 6th, 2014, Inyo County Planning staff met with the Big Pine Band of Owens Valley pursuant to Senate Bill 18 regarding the proposed Munro Valley Solar project; and

WHEREAS, on April 4th, 2014, the Inyo County Planning Department deemed the application for Tentative Parcel Map No. 405 complete; and

WHEREAS, General Plan Amendment #2013-01/Munro Valley Solar, LLC proposes to add a text amendment to the Inyo County General Plan adding a new policy LU 5.9 creating a site specific solar overlay designation wherein the proposed solar photovoltaic facilities may be permitted; and

WHEREAS, the Planning Department prepared the following proposed amendment to the General Plan creating a distributed solar overlay designation:

“Policy LU-5.9 Distributed Solar Photovoltaic Overlay: This overlay designation provides for distributed solar photovoltaic facilities of 20 megawatts or less pursuant to Inyo County Code Title 21. Site-specific studies and appropriate environmental review are required for consideration of distributed solar photovoltaic facilities of 20 megawatts or less, pursuant to Inyo County Code Title 21. Potential social, economic, visual and environmental impacts from distributed solar photovoltaic facilities must be avoided or minimized to the extent feasible. Minimum parcel size may be waived pursuant to Inyo County Code Section 10.20.020.”;

and

WHEREAS, the Distributed Solar Photovoltaic Overlay designation would apply to APN 033-400-02 described as: “Parcel 2 of Parcel Map No. 68, in the County of Inyo, State of California, as per map recorded in Book 1 Page 41 of parcel maps, in the Office of the County Recorder of said County;”

and

WHEREAS, the Distributed Solar Photovoltaic Overlay designation would apply to the 10.03 acre subdivided portion of APN 033-060-19 described as: “That certain lot, piece or parcel of land located in the Northwest Quarter of Section Twenty-One, Township Nineteen South, Range Thirty Severn East M.D.B. & M., County of Inyo, State of California, according to the

official plat of said land filed In the District Land Office August 13, 1856, more particularly described as follows:

The Southerly 641.21 feet Of the Westerly 681.21 feet of said Northwest Quarter of Section Twenty One.

said parcel containing 10.03 acres, more or less;"

and

WHEREAS, the Distributed Solar Photovoltaic Overlay designation would apply to the 60 foot-wide Electric Distribution and Road Easement described as: "Commencing as a 1.5' iron pipe tagged as LS 3426 per RSMB 11 Page 87, thence with a bearing of N 00°37'57" W a distance of 606.72 feet to a point to a point hereinafter referred to as point "A", bring the true point of beginning of this description; thence with a bearing of N 00°37'57" W a distance of 60.00 feet to a point; thence with a bearing of 00°37'57" W a distance of 557.41 feet to a point; thence with a bearing of N 44°43'46" E a distance of 140.44 feet to a point; thence with a bearing of N 89°43'46" E a distance of 1208.11 feet to a point; thence with a bearing of N 44°43'46" E a distance of 14.1 feet to a point; thence with a bearing of S 00°43'40" W a distance of 70.00 feet to a point; thence with a bearing of N 89°43'46" W a distance of 1193.82 feet to a point; thence with a bearing of S 44°43'46" W a distance of 90.52 feet to a point; thence with a bearing of S 00°37'57" E a distance of 592.33 feet to a point; thence with a bearing of S 89°36'52" W a distance of 60.00 feet to point "A" the true point of beginning;"

and

WHEREAS, the Distributed Solar Photovoltaic Overlay designation would apply to the Electric Distribution and Road Easement, which consists of a 60 foot-wide access easement running parallel to the southern property line of the parcel described as: "the Southeast Quarter of the Southeast Quarter of Section 17 and the East half of the Northwest Quarter of Section 20. All in Township 19 South, Range 37 East, Mount Diablo Base and Meridian, in the County of Inyo, State of California, according to the official plat thereof.

Together with;

The Southwest Quarter of the Southeast Quarter of Section 17, Township 19 South, Range 37 East, Mount Diablo Base and Meridian, in the County of Inyo, State of California, according to the official plat thereof excepting therefrom that portion described as follows:

Commencing at the Southwest Corner of said Southwest Quarter of the Southeast Quarter and running thence North along the Westerly line of said Southwest Quarter of Southeast Quarter 600 feet; thence East and parallel to the Southerly line of said Southwest Quarter of the Southeast Quarter 560 feet; thence South and parallel to the Westerly line of said Southwest quarter of the Southeast Quarter 600 feet; thence West along the Southerly line of said Southwest Quarter of the Southeast Quarter of 560 feet to the point of beginning;"

and

WHEREAS, the Distributed Solar Photovoltaic Overlay designation would apply to the Electric Distribution and Road Easement described as: "Beginning at the SE Cor of SW 1/4 NE 1/4 Sec.20, T19S., R.37E; Thence with a bearing of N 89°43'46" E a distance of 84.85 feet to a point; Thence with a bearing of S 44°43'46" W a distance of 98.99 feet to a point; Thence with a bearing of S 89°43'46" W a distance of 14.29 feet to a point; thence with a bearing of N 00°43'40" W a distance of 70.00 feet to the point of beginning.; Containing 3470.14 square feet or 0.080 acres;"

and

WHEREAS, General Plan Amendment #2013/01 and Tentative Parcel Map No. 404, Tentative Parcel Map No. 405 and Renewable Energy Permit #2013-01/Munro Valley Solar, LLC will allow for development of a 4.0 MW solar facility over two parcels totaling 30.05 acres; and

WHEREAS, the proposed solar facility is consistent with Title 18 of the Inyo County Code pursuant to Title 21 of the Inyo County Code, which allows for the Inyo County Planning Commission to incorporate development standards as are deemed appropriate and mitigation measures as deemed necessary in lieu of Inyo County Code Title 18 standards concerning permitted, conditional and accessory uses, distance between buildings, height, density and intensity, light and glare, noise and wireless communication facilities; and

WHEREAS, the proposed project is a passive land use that will not result in frequent activity or occupancy of the site during operation, and will not significantly increase use of County facilities, and is consistent with surrounding uses; and

WHEREAS, the proposed project will provide a public intersection with Highway 395 and offer irrevocable right-of-way easements to Inyo County and is properly related to transportation in the vicinity; and

WHEREAS, pursuant to Title 21, the Inyo County Planning Commission conditionally approved Renewable Energy Permit #2013-01/Munro Valley Solar, LLC on September 24th, 2014, which will ensure responsible development of solar energy generation by (1) protecting the health, safety and welfare of Inyo County citizens and its environment, including its public trust resources, by requiring that the adverse impacts of such development are avoided or acceptably mitigated; (2) recovering the county's costs of increased services resulting from such development; and (3) ensuring that the citizens of Inyo County equitably share in the benefits resulting from the use of such resources; and

WHEREAS, the Inyo County Planning Department completed an Initial Study/Environmental Checklist and Draft Mitigated Negative Declaration of Environmental Impact pursuant to CEQA concerning applications for General Plan Amendment #2013-01/Munro Valley Solar, LLC, Zone Reclassification #2014-02/Munro Valley Solar, LLC,

Tentative Parcel Map No. 404, Tentative Parcel Map No. 405 and Renewable Energy Permit #2013-01/Munro Valley Solar, LLC; and

WHEREAS, the Inyo County Planning Department circulated said Initial Study and Draft Mitigated Negative Declaration of Environmental Impact for a 30-day public review period as required by Section 15.32.060 of Inyo County Code, commencing on December 19th, 2013, and ending on January 18th, 2014; and

WHEREAS, the Draft Mitigated Negative Declaration was posted for public review with the Inyo County Clerk-Recorder's Office on December 19th, 2013, and the California Office of Planning and Research State Clearinghouse on December 19th, 2013; and

WHEREAS, a Notice of Availability of the Draft Mitigated Negative Declaration was posted in the Inyo Register on December 21st, 2013; and

WHEREAS, the 30-day public comment period closed on January 18th, 2014, and three comments were received from (1) the Native American Heritage Commission, (2) the California Department of Fish and Wildlife, and (3) the California Department of Transportation, and responses to the comments were prepared; and

WHEREAS, the Inyo County Planning Commission is required to conduct a public hearing on proposed General Plan Amendments and to make a recommendation to the Board of Supervisors thereon on General Plan Amendments (Section 65855 of Government Code); and

WHEREAS, on September 17th, 2014, pursuant to Government Code Section 65352, Inyo County distributed the proposed General Plan Amendment to appropriate land management agencies and organizations for a 45- day comment period; and

WHEREAS, at a noticed public hearing September 24th, 2014, the Planning Commission considered the Draft Mitigated Negative Declaration of Environmental Impact, General Plan Amendment #2013-01/Munro Valley Solar, LLC, Tentative Parcel Map #404, Tentative Parcel Map #405, and Renewable Energy Permit #2013-01/Munro Valley Solar, LLC, report of staff, and all oral and written comments to date regarding this project; and

WHEREAS, following said public hearing the Planning Commission recommended that this Board of Supervisors find the following:

- 1.) That the on the basis of the whole record before it (including the Initial Study and the comment received), that there is no substantial evidence that the project will have a significant effect on the environment; and
- 2.) That the Mitigated Negative Declaration reflects the County's independent judgment and analysis; and

- 3.) Specify that the Inyo County Planning Department is the custodian and location of the documents and other materials which constitute the record of proceedings upon which the decision is based; and
- 4.) Adopt the conditions of approval for the project required to avoid significant environmental impacts; and
- 5.) Adopt the Mitigated Negative Declaration of Environmental Impact; and
- 6.) Certify that the provisions of the California Environmental Quality Act have been satisfied with respect to the General Plan Amendment; and
- 7.) Approve the General Plan Amendment application.

WHEREAS, the Planning Commission also conditionally approved Renewable Energy Permit #2013-01/Munro Valley Solar, LLC, Tentative Parcel Map#404, and Tentative Parcel Map #405, subject to the Conditions of Approval; and

WHEREAS, pursuant to that recommendation, this Board of Supervisors held a public hearing on November 12th, 2014, and considered all written and oral testimony presented concerning the General Plan Amendment #2013-01/Munro Valley Solar, LLC; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment and input received at the November 12th, 2014, hearing, including the Planning Department Staff Report and the Mitigated Negative Declaration of Environmental Impact concerning the above described proposed project, this Board makes the following findings regarding the Mitigated Negative Declaration:

- 1.) A Draft Mitigated Negative Declaration of Environmental Impact was prepared and circulated in accordance with the California Environmental Quality Act and was completed in compliance with CEQA.
- 2.) The Mitigated Negative Declaration of Environmental Impact was reviewed and considered by this Board of Supervisors.
- 3.) On the basis of the whole record before it (including the Initial Study and the comments received), there is no substantial evidence that the project will have a significant effect on the environment.
- 4.) The Mitigated Negative Declaration of Environmental Impact reflects the County's independent analysis and judgment.
- 5.) The Inyo County Planning Department is the custodian and location of the documents and other materials which constitute the record of proceedings upon which the decision is based.

- 6.) Adopts the conditions of approval for the project required to avoid significant environmental impacts.
- 7.) Certifies that the provisions of the California Environmental Quality Act have been satisfied with respect to the General Plan Amendment.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, does hereby adopt the Mitigated Negative Declaration of Environmental Impact concerning General Plan Amendment #2013-01/Munro Valley Solar, LLC, Zone Reclassification #2013-02/Munro Valley Solar, LLC, Tentative Parcel Map No. 404, Tentative Parcel Map No. 405 and Renewable Energy Permit #2013-01/Munro Valley Solar, LLC.

BE IT FURTHER RESOLVED, that the proposed General Plan Amendment for the proposed solar facility project located south of Olancho is consistent with the following Inyo County General Plan Goals and Policies:

Goal GOV-10.0: Development of energy resources on both public and private lands be encouraged with the policies of the County to develop these energy resources within the bounds of economic reason and sound environmental health. Therefore, the Board supports the following policies.

- a. The sound development of any and all energy resources, including, but not limited to geothermal, wind, biomass, and solar.
- b. The use of peer-reviewed science in the assessment of impacts related to energy resource development.
- c. The development of adequate utility corridors necessary for the transmission of newly generated energy.
- d. Maintain energy opportunities on state and federal lands maintaining and expanding access
- e. Treat renewable energy sources as natural resources, subject to County planning and environmental jurisdiction. Consider, account for, and mitigate ecological, cultural, economic, and social impacts, as well as benefits, from development of renewable energy resources. Consider developing environmental and zoning permitting processes to ensure efficient permitting of renewable energy projects while mitigating negative impacts to county services and citizens, with a goal to ensuring that citizens of the County benefit from renewable energy development in the County.

Goal ED-4: Actively encourage the expansion of existing industry of all types (including resource industries, manufacturing and service industries), and actively recruit new businesses that will bring new jobs to the County.

BE IT FURTHER RESOLVED, that based on all of the written and oral comment and input received at the November 12th, 2014, hearing, including the Planning Department Staff Report and the Mitigated Negative Declaration of Environmental Impact concerning the above described project, this Board makes the following findings regarding General Plan Amendment #2013-01/Munro Valley Solar, LLC:

- 1.) Based on substantial evidence in the record, the proposed General Plan Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
- 2.) Based on substantial evidence in the record, the proposed General Plan Amendment is consistent with Title 18 (Zoning Ordinance).
- 3.) The proposed General Plan Amendment is properly related to other uses and transportation and service facilities in the vicinity.
- 4.) The proposed General Plan Amendment will not, under all the circumstances of this case, adversely affect the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare.
- 8.) The proposed General Plan Amendment is necessary or desirable.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, does hereby approve General Plan Amendment #2013-01/Munro Valley Solar, LLC subject to the following Conditions of Approval:

1. Hold Harmless: The applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceeding against the County, its advisory agencies, appeal boards, or its legislative body concerning General Plan Amendment #2013-01/Munro Valley Solar, LLC, or applicant's failure to comply with conditions of approval.

BE IT FURTHER RESOLVED, that General Plan Amendment #2013-01/Munro Valley Solar, LLC shall not take effect for thirty days after the date of this Resolution.

PASSED AND ADOPTED THIS ___th DAY OF _____, 2014:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Richard Pucci, Chairperson
 Inyo County Board of Supervisors

ATTEST:

KEVIN CARUNCHIO
Clerk of the Board

By _____
Pat Gunsolley, Assistant

BOARD OF SUPERVISORS PACKET

EXHIBIT #2



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

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

AGENDA ITEM NO.: 6 (Action Item – Public Hearing)

PLANNING COMMISSION
MEETING DATE: September 24, 2014

SUBJECT: General Plan Amendment #2013-01\Munro Valley Solar, LLC
Renewable Energy Permit #2013-01\Munro Valley Solar, LLC
Tentative Parcel Map #404\Munro Valley Solar, LLC
Tentative Parcel Map #405\Munro Valley Solar, LLC

EXECUTIVE SUMMARY

Munro Valley Solar, LLC (applicant) is proposing to construct and operate a 4.0 megawatt (MW) alternating current (AC) solar photovoltaic (PV) generating facility (“Solar Facility”) over two separate parcels located south of Olancho, California. Both parcels are located on private land in unincorporated Inyo County. The first parcel is 20.02 acres (APN: 033-400-02) and is located along the east side of Highway 395, approximately 1,400 feet north of Walker Creek Road. The second parcel consists of 160 acres (APN: 033-060-19), however the Solar Facility will only require 10.03 acres of the 160 acre parcel. This parcel is located approximately 4,500 feet east of Highway 395, south of Fall Road near Olancho. Additionally, the applicant is seeking to subdivide APN 033-460-08 in order to purchase the southern 40 acres of the parcel to provide an access easement to the easterly solar facility site.

The applicant is seeking to obtain a Renewable Energy Permit pursuant to and as encouraged by Title 21 of the Inyo County Code. The Renewable Energy Permit ensures responsible development of solar energy generation by (1) protecting the health, safety and welfare of Inyo County citizens and its environment, including its public trust resources, by requiring that the adverse impacts of such development are avoided or acceptably mitigated; (2) recover the county’s costs of increased services resulting from such development; and (3) ensure that the citizens of Inyo County equitably share in the benefits resulting from the use of such resources. The Planning Commission is requested to review the General Plan Amendment and provide recommendations to the Board of

Exhibit 2

Supervisors and conditionally approve Renewable Energy Permit #2013-01, Tentative Parcel Map #404 and Tentative Parcel Map #405.

PROJECT INFORMATION

Supervisory District: Fifth District

Applicant: Munro Valley Solar, LLC
222 9th Street, Suite 1600
Minneapolis, MN 55402

Landowners: PLH LLC c/o Allco Renewable Energy (APN 033-400-02)
Jeffrey Bohl (APN 033-060-19)
MLH LLC (APN 033-460-08)

**Address/
Community:** Not addressed, Olancha

A.P.N.s: 033-400-02, 033-060-19 & 033-460-08

General Plan: 033-400-02: Residential Estate (RE)
033-460-08: Rural Protection (RP)
033-060-19: Rural Protection (RP)

Zoning: 033-400-02: Rural Residential (RR-5.0-MH)
033-460-08: Open Space (OS-40)
033-060-19: Open Space (OS-40)

Size of Parcels: 033-400-02: 20.29 acres
033-460-08: 152.78 acres
033-060-19: 162.18 acres

Exhibit 2

Surrounding Land Use:

Location:	Use:	Gen. Plan Designation	Zoning
Site (APN 033-400-02)	Vacant	RE (Residential Estate) (1 dwelling unit per 5 acres)	RR-5.0-MH (Rural Residential-5 acres minimum lot size, mobile homes allowed)
North	Vacant	RE (Residential Estate) - (1 dwelling unit per 5 acres)	RR-5.0-MH (Rural Residential-5 acres minimum lot size, mobile homes allowed)
East	Residential /Agriculture	RP (Rural Protection) - (1 dwelling unit per 40 acres)	OS-40 (Open Space)
South	Vacant	RE (Residential Estate) - (1 dwelling unit per 5 acres)	RR-5.0-MH (Rural Residential-5 acres minimum lot size, mobile homes allowed)
West	Vacant	RE (Residential Estate) - (1 dwelling unit per 5 acres)	RR-5.0-MH (Rural Residential-5 acres minimum lot size, mobile homes allowed)

Exhibit 2

Location:	Use:	Gen. Plan Designation	Zoning
Site (APN 033-460-08)	Vacant	RP (Rural Protection) - (1 dwelling unit per 40 acres)	OS-40 (Open Space)
North	Vacant	RP (Rural Protection) - (1 dwelling unit per 40 acres)	OS-40 (Open Space)
East	Vacant	RP (Rural Protection) - (1 dwelling unit per 40 acres)	OS-40 (Open Space)
South	Vacant	SFL (State and Federal Lands)	OS-40 (Open Space)
West	Vacant and Residential	RP (Rural Protection) - (1 dwelling unit per 40 acres) & RE (Residential Estate) – (1 dwelling unit per 5 acres)	OS-40 (Open Space)

Location:	Use:	Gen. Plan Designation	Zoning
Site (APN 033-060-19)	Vacant / Residential	RP (Rural Protection) - (1 dwelling unit per 40 acres)	OS-40 (Open Space)
North	Vacant	RP (Rural Protection) - (1 dwelling unit per 40 acres)	OS-40 (Open Space)
East	Vacant	RP (Rural Protection) - (1 dwelling unit per 40 acres)	OS-40 (Open Space)
South	Vacant	RP (Rural Protection) - (1 dwelling unit per 40 acres)	OS-40 (Open Space)
West	Vacant and Residential	RP (Rural Protection) - (1 dwelling unit per 40 acres)	OS-40 (Open Space)

Recommended Action:

- 1.) Recommend that the Board of Supervisors certify that the provisions of the California Environmental Quality Act (CEQA) have been met, make the findings required by CEQA, and adopt the Mitigated Negative Declaration,
- 2.) Recommend that the Board of Supervisors make certain Findings with respect to, and

approve, General Plan Amendment #2013-01/Munro Valley Solar, LLC,
3.) Conditionally approve Renewable Energy Permit #2013-01/ Munro Valley Solar, LLC, Tentative Parcel Map#404/Munro Valley Solar, LLC and Tentative Parcel Map #405/Munro Valley Solar, LLC, subject to the Conditions of Approval as recommended in this staff report.

Alternatives:

- 1.) Refer to Alternatives section.
- 2.) Provide recommendations for additional Conditions of Approval for the project.
- 3.) Continue the public hearing to a future date, and provide specific direction to staff regarding what additional information is desired.

Project Planner:

Elaine Kabala

BACKGROUND

Munro Valley Solar is proposing to construct and operate a 4.0 megawatt (MW) alternating current (AC) solar photovoltaic (PV) generating facility (“Solar Facility”) over two separate parcels located south of Olancho, California. Both parcels are located on private land in unincorporated Inyo County. The first parcel is 20.02 acres (APN: 033-400-02) and is located along the east side of Highway 395, approximately 1,400 feet north of Walker Creek Road. The second parcel consists of 160 acres (APN: 033-060-19), however the Solar Facility will only require 10.03 acres of the 160 acre parcel. This parcel is located approximately 4,500 feet east of Highway 395, south of Fall Road near Olancho. A new 4,300-ft overhead transmission line will be constructed between the two sites to provide electrical connectivity. Additionally, the applicant is seeking to subdivide APN 033-460-08 in order to purchase the southern 40 acres of the parcel to provide an access easement to the easterly solar facility site.

Munro Valley Solar, LLC is the owner and applicant of the project and Ecos Energy is the developer. The proposed Solar Facility is being developed under a feed-in-tariff program with the Los Angeles Department of Water and Power (LADWP). This program allows select independent power producers to sell electrical power generated from eligible solar generating facilities to LADWP at a pre-determined rate. Ecos Energy has been selected by LADWP to sell up to 4 MW of solar generation under a long term (20 years) power purchasing agreement. As part of the LADWP feed-in-tariff program, Ecos Energy submitted several potential solar projects for consideration and was required to commit to specific parcels for solar development in their proposals. LADWP selected projects for the feed-in-tariff program through a lottery selection process, and selected two of Ecos Energy’s proposed projects in the Owens Valley, located on APNs 033-400-02 (approximately 20 acres) and 033-060-19 (approximately 160 acres).

Exhibit 2

The proposed solar facility will produce electrical power by converting solar radiation into direct current electricity. The solar facility then converts the electrical power from direct current (DC) to alternating current (AC), so that electricity can be injected into the electric distribution system which operates on alternating current. The site will collect the power to two on-site interconnection points where the power will be converted and then transmitted along the adjacent DWP distribution line. The power purchase agreement with LADWP has a term limit of 20 years.

The solar facility will consist of approximately 20,000 PV solar modules that will be mounted onto an aluminum and steel racking system. The PV solar modules are ground-mounted, fixed-tilt solar PV modules which are 7 feet 6 inches high. The racking system is then mounted on to support piers that are driven into the ground. Concrete is not used to support the structural foundation of the piers and racking system. The final solar facility will not occupy more than 30.02 acres. The actual footprint of the solar array will occupy 6.04 acres of the 20 acre site, and 1.99 acres of 10 acre parcel. In addition to the racking equipment and modules, the proposed solar facility will include the following equipment:

- An eight foot (8) fence with a one (1) foot barbed wire rampart surrounding the solar facility, with perimeter silt fence or fiber roll to mitigate stormwater runoff.
- Underground electrical collection lines
- Combiner boxes and disconnect switches
- Transformers and switchgear equipment
- Gravel (crushed aggregate) access road
- Electrical inverters (DC to AC)
- Security cameras and equipment
- Concrete wash-out pit
- Remote monitoring equipment

Water and Stormwater Drainage

Water use will be minimal during both the construction and operational phases of the project and will be limited to using approximately 50,000 gallons to perform dust control, soil compaction, and vehicle wheel washing during the 4–5 month construction phase. The project proposes to utilize reclaimed, non-potable water delivered from off-site to achieve appropriate soil dampness to mitigate dust impacts. During project operation, minimal water will be used to clean PV panels, and the applicant is proposing to use reclaimed water delivered from offsite for operational maintenance. It is anticipated that panel washing will occur once per year; however, more washings per year may be required, depending on dirt and dust coverage. One washing of all the panels requires approximately 5,000 gallons. If necessary, there are also onsite wells available to provide water. Assuming 1.5 panel washings occur each year for the life of the project, the combined water use during the construction phase and 30-year operational phase would be approximately 275,000 gallons. No water will be used by the facilities for the production of electricity or ongoing irrigation of landscaping once landscaping is established.

Exhibit 2

In order to preserve the natural drainage patterns across the site, no drainage structures are proposed that would alter existing and natural drainage patterns. Grading on the site will generally follow existing topography to minimize the amount of earthwork performed. Driveways will have a 6-inch aggregate base course. Water will be used during grading to control dust and to achieve proper moisture content in the soil being graded.

Access

Access to the site will be from Highway 395 on the west side of the 20 acre parcel. Access to the easterly parcel will be provided by a 60-foot access easement through APNs 033-400-12, 033-400-13 and 033-460-08. The applicant intends to purchase the southern 40 acres of APN 033-460-08 for the access easement. The driveway and access road will be the single entrance for construction and operation of the solar facility. The main operation driveway will be 12 feet wide and will be constructed of crushed gravel or aggregate. Lateral driveways may be built to provide access to the solar field for maintenance. These lateral driveways will be unpaved.

Construction

Construction will be completed in a single phase and is expected to take approximately 4 – 5 months. Construction of each phase is expected to require a peak workforce of approximately 30 management, supervisory, and craft workers. Initial construction will consist of establishing site infrastructure including grading, driveways and fencing. Installation of the foundation piers, racking, modules and equipment skids will follow. Equipment will be placed in service at the completion of installation and commissioning of all major equipment and interconnection into LADWP's electrical system.

Waste

During construction, the project is anticipated to generate 16.8 to 22.4 tons of solid waste and recyclable materials, mostly of cardboard and plastic packaging. The project proposes to bring in the appropriate dumpsters from offsite to separate and recycle all of the cardboard, and any plastic and other packaging material, that can be recycled at the Lone Pine Landfill. Materials that cannot be recycled will not be mixed with recyclable materials and disposed of at the Lone Pine Landfill. Construction materials will be sorted on site for recycling. During decommissioning of the solar facility, functioning solar modules will be stored for reuse and non-functioning modules will be sent to the manufacturer or a third party for recycling. Solar modules will not be disposed of in Inyo County. All other materials, including electrical wiring, PV module racking materials, racking support piers, inverter skid electronics, concrete, and fencing shall be sorted on-site and recycled off-site by an approved recycler. All construction and decommissioning waste shall be sorted prior to disposal, and disposal rates shall be higher for disposal of non-sorted materials at any Inyo County waste facility. The amount of waste generated

Exhibit 2

during construction is not anticipated to significantly affect the lifetime of County waste facilities.

Vegetation Removal and Dust Mitigation

The installation of the solar energy generation facility and site infrastructure will result in the complete removal of vegetation in certain areas; however, the developer intends to mow existing vegetation and avoid damage to existing plants root structures to the greatest extent feasible. The developer will also make efforts to revegetation the site with native vegetation. Dust control is critical to the successful operation of solar energy generation facility. Primary measures to control dust will be: (1) spreading gravel on the soil surface using water and possibly dust palliative, 2) avoiding disturbance of the established crust by either vehicles or foot traffic, 3) limiting the speed of maintenance vehicles, and 4) using water during periodic re-grading of driveways.

Operations

Operations are expected 24 hours per day with security and operational systems. Operation of the facility will be managed, monitored and controlled through local staff and through remote monitoring. Site security will be provided by monitoring cameras, electronic security systems, and by periodically driving along the site's perimeter. Occasional responses by County law enforcement may be necessary if security systems are triggered.

Security

Site perimeters will be enclosed by an 8-foot chain link fence topped with a 1-foot barbed wire section. The applicant proposes to build perimeter silt fences to mitigate stormwater runoff from the site. The project applicant intends to request a waiver for the 8-foot fence, which exceeds Inyo County's maximum fence height of 6-feet, as part of Renewable Energy Permit for the project.

There will be no or minimal perimeter lighting, although there may be some down lighting around the equipment skid, which is the central location for the inverters, transformers, disconnect switches and monitoring equipment.

Visual Impacts and Glare

The project is located immediately adjacent to Highway 395, and will be visible from the Highway; however, this segment of Highway 395 does not have any scenic designation or scenic vistas located in proximity to the project site. The applicant has provided visual simulations of the project (refer to Attachment 9).

A glare study was conducted for the project which indicated that, in general, PV solar panels absorb light and reflect less than 10% of sunlight; however, minimal glare could possibly be visible from Highway 395 during a few, specific times of the year. The

Exhibit 2

report recommends slated fencing or landscaping would be a sufficient mitigation to minimize any potential impacts associated with glare from the project. The applicant has also provided a landscaping plan to minimize any impacts from glare along Highway 395 (see Attachment 5: Site, Grading, Drainage/Erosion Control and Landscaping Plan).

Decommissioning

The applicant has provided the County with a detailed decommissioning plan, including estimates of project decommissioning costs (see Attachment 6: Decommissioning Plan). Upon the end of the actual useful life of the project (a one year continuous period when the Project has not produced and sold energy), unless another project has been approved by Inyo County for the reuse of the properties upon which the project is located, the developer shall comply with the Decommissioning Plan and restore the project site to pre-project conditions. Further, upon the happening of such events in this section, the Decommissioning Plan shall automatically become effective and enforceable by Inyo County and shall remain enforceable by Inyo County until completion of all of Munro Valley Solar's obligations to the reasonable satisfaction of Inyo County

The decommissioning timeline for the project is estimated to be implemented within 90 days after the commencement of decommissioning activities. If Munro Valley Solar has not fully implemented the Decommissioning Plan within 9 months of the commencement date of the implementation of the plan, Inyo County reserves the right to enter upon the Property for purposes of effectuating the Decommissioning Plan and to use the funds secured to fully implement the Decommissioning Plan.

The applicant proposes to deposit cash with Inyo County in an escrow account in an amount equal to \$160,500.00, which is the estimated cost of decommissioning less half the estimated recycling credit identified in the plan. This will provide financial assurance that at the end of the useful life of the project, or in the event the facility is abandoned, there are sufficient funds available to remove the facility.

STAFF ANALYSIS

Existing Use/Development

The 20-acre parcel (APN 033-400-02) is located immediately adjacent to US Hwy 395, and consists of vacant desert lands. The easterly parcel (APN 033-060-19) consists of vacant desert land, though there are two slab-on-grade foundations and some landscaping from abandoned homesteads on the property. APN 033-460-08, which will be used solely for access to the easterly parcel, also consists predominantly of vacant desert land. There is a residence on the northern end of the parcel; however, the parcel is proposed to be subdivided. No schools or places of worship are within a one-mile radius of the project.

Application Review

Exhibit 2

The project application was routed to the following County departments for review, comment and approval: the Water Department, the Environmental Health Department, the Sheriff's Department, the Public Works Department, and the Olancho Fire District.

The Water Department commented that the amount of water the project is anticipating to use are small in comparison to adjacent agricultural uses and will not have a significant impact on groundwater levels. The Water Department stated the preference that the on-site wells be used to provide water to minimize truck traffic. Neither the Health Department nor the Sheriff's Department expressed any concerns regarding the project due to its location and relatively small size.

The Public Works Department made the following comments regarding the project:

- **Roadway Improvements/Drainage Requirements within the subdivision:** Per Inyo County Code, Title 16, Chapter 16.40.010 (B), grading, curbs, sidewalks, gutters and cross gutters, drainage and drainage structures necessary to the proper use and drainage of streets and highways and to the public safety shall be provided. However, these requirements may be waived if topography or conditions make improvements unreasonable or impractical.

Response: Pursuant to Title 16, Chapter 16.40.010 (B), the advisory agency may waive the requirements of curbs, gutters and sidewalks if topography or any other conditions make such improvements unreasonable or impractical. The Planning Department has determined that it would not be practical to require the developer to provide roadway improvements to this site.

- **Water System:** Per Inyo County Code, Title 16, Chapter 16.40.010 (C), a water system shall be required for all final maps. The water system shall meet requirements of the County and shall be installed with mains of sufficient size and have sufficient number of outlets to furnish adequate domestic water supply as required by Uniform Building Code for each lot and provide adequate fire protection.

Response: This code addresses the requirements for domestic water supply. The project does not intend to be used for residences and no structures are proposed for the site. Pursuant to Title 16, Chapter 16.40.010 (C), for four or less lots, the county fire Marshall may make the determination for adequate water supply. This requirement was deemed unnecessary for this project during subsequent conversations with the Public Works Department and the Inyo County Fire Marshall. If the applicant at any time proposes to build structures for habitation on the property, a water tank of sufficient size for providing adequate fire protection would need to be installed on the property.

- **Approved Access:** Per Inyo County Code, Title 16, Section 16.16.180 – All parcels created shall have access easements, ensuring access to the proposed parcel(s). This TPM will need to show an “on-site” easement to the remainder

Exhibit 2

parcel (if peripherally located, it can be 30 feet wide). The “off-site” 60 foot wide roadway access and utility easement shown will need to be secured from all affected property owners prior to final map approval. A permanent and irrevocable offer of right-of-way dedication needs to be established for this 60 foot right-of-way and will also require acknowledgements, from all affected property owners, to be included on the Final Parcel map.

Response: The applicant has agreed to secure a 60-foot easement and provide an irrevocable right-of-way to Inyo County from U.S Highway 395 to the easterly site, along the western and then northern property line of APN 033-400-12, to the northwestern corner of 033-460-0, then heading easterly along the southern property line of APN 033-460-08 to APN 033-060-19. The applicant will also provide a 30-foot peripherally located on-site easement to the remainder parcel of APN 033-060-19 along the western edge of the property and provide an irrevocable right-of way to Inyo County.

- **CalTrans:** Per Inyo County Code, Title 12, Chapter 12.08 – An easement and/or encroachment permit will be required from CalTrans for the proposed road to connect to U.S. Highway 395.

Response: The applicant will secure all necessary encroachment permits from CalTrans for the proposed road to connect to U.S. Highway 395.

- **Fire Protection:** The parcel in question resides in and is served by the Olancha Cartago Community Services District in Inyo County.

Response: Inyo County received a letter from the Olancha Cartago Fire Department on January 20th, 2014 acknowledging the proposed project is within the Olancha Cartago fire protection district and will be serviced by the department.

- **Fire Accessibility:** Per Residential Fire Safe Requirements for Inyo County, Public Resources Code 4290 or Title 14 of California Building Code – Proper driveways shall have approved turnarounds in the case of a fire. Larger or additional turnarounds may be needed to satisfy code requirements.

Response: The applicant has revised the proposed site plan to include a “hammer-head” style turnaround for fire equipment access. The Olancha Cartago Fire Department has reviewed the plans for the proposed project and did not have any concerns regarding design and access.

General Plan Consistency Issues

Staff has found that project is not consistent with the Inyo County General Plan land use designations. APN 033-400-02 is designated Residential Estate (RE), which provides for

Exhibit 2

very large lot single-family housing in rural residential neighborhoods, public and quasi-public uses, and similar and compatible uses. Residential densities shall be a maximum of 1 dwelling unit per 5 acres. This designation is used in rural areas where the open characteristics of an area are to be maintained and where services are minimal. The designation can also be used for areas located on the fringes of communities that are to be held as urban reserve areas for future long-term expansion of the community. Individual water wells and individual sewage disposal systems are allowed.

APN 033-060-19 is designated Rural Protection (RP), which is applied to land or water areas that are essentially unimproved and planned to remain open in character, provides for the preservation of natural resources, the managed production of resources, low intensity agriculture including grazing, park and other low-intensity recreation, wildlife refuges, hunting and fishing preserves, horse stables, cemeteries, greenbelts and similar and compatible uses. The minimum parcel size is generally 40 acres. Residential use is limited to one single family home per 40 acre or larger parcel.

The applicant is applying for a General Plan Amendment to create a distributed solar photovoltaic overlay land use designation and apply it to the site. The proposed distributed solar photovoltaic overlay general plan policy would allow the County to process applications for solar photovoltaic projects generating 20 megawatts or less of energy in any zone, pursuant to Inyo County Code Title 21. The proposed land use overlay would require site-specific studies and appropriate environmental review for any proposed project to ensure the project is consistent with the General Plan, Inyo County Code and surrounding uses, and to ensure the protection of the health, safety and welfare of Inyo County citizens. The overlay designation would allow for construction of a distributed solar photovoltaic facility, while preserving underlying land use designations. At the end of the useful life of the solar facility, or should the project be prematurely decommissioned, existing allowable uses of the property would continue to be permissible pursuant to the original designation. The overlay is site specific and will not precipitate conversion of adjacent rural residential property or open space to renewable energy production. Distributed Solar Photovoltaic Overlay is written as follows:

“Policy LU-5.9 Distributed Solar Photovoltaic Overlay: This overlay designation provides for distributed solar photovoltaic facilities of 20 megawatts or less pursuant to Inyo County Code Title 21. Site-specific studies and appropriate environmental review are required for consideration of distributed solar photovoltaic facilities of 20 megawatts or less, pursuant to Inyo County Code Title 21. Potential social, economic, visual and environmental impacts from distributed solar photovoltaic facilities must be avoided or minimized to the extent feasible. Minimum parcel size may be waived Pursuant to Inyo County Code Section 21.20.020”

The Inyo County General Plan addresses renewable energy development in the Government Element. Inyo County General Plan Policy Gov-10.1 Development states that “development of energy resources on both public and private lands be encouraged with the policies of the County to develop energy resources within the bounds of economic reason and sound environmental health.” Section (e) of Policy Gov-10.0 goes

Exhibit 2

on to state that renewable energy resources within the County should be treated as natural resources, and that County shall “consider, account for, and mitigate ecological, cultural, economic, and social impacts, as well as benefits, from development of renewable energy resources...with a goal to ensure that citizens of the County benefit from renewable every development in the County.”

Additionally, Goal ED-4 encourages the expansion of existing industry of all types (including resource industries, manufacturing and service industries), and active recruitment of new businesses that will bring new jobs to the County.

The proposed project is not anticipated to result in significant economic impacts on County services and/or infrastructure, provided appropriate compensation. The proposed project will not require water services, sewer services, or place an increased demand on school districts. The project is served by existing police and fire protection, though it is not anticipated that either police or fire services will be required for the project on a frequent basis. The proposed project has been reviewed pursuant to the California Environmental Quality Act (CEQA), and is not anticipated to have a significant impact on environmental health, or cultural or social resources.

The project may result in certain benefits to Inyo County residents. The applicant is entering in to a Renewable Energy Permit (refer to Attachment 4: Renewable Energy Development Permit #2013-01) with Inyo County, which provides for \$1,000.00 per megawatt AC in annual payments or a lump sum payment in the amount of \$17,908 per megawatt AC (which corresponds to a discount rate of two and seventy-five hundredths percent (2.75%) over a period of twenty-five (25) years) to Inyo County to support cost recovery for public service impacts, plus additional tax revenue in the form of sales and use taxes for any taxable transactions within or outside Inyo County, and all property taxes on assessable real and personal property as applicable. The applicant shall work to ensure that all sales and use taxes associated the construction of the facility, including sales and use taxes paid by sub consultants of the developer, will be designated to the County, to the extent allowed by law. Prior to construction of the project, the developer will provide the County with a \$30,000 deposit in lieu of the estimated total sales and use tax anticipated to be generated by the project. The applicant will also work to provide workforce training to residents of Inyo County and will ensure a percentage of the workforce during construction are residents of Inyo County. The developer has also agreed to provide a payment of \$5,000.00 to fund technical workforce.

Zoning Ordinance Consistency Issues

Title 21 (Renewable Energy Development) of the Inyo County Code provides general guidelines for the development of renewable energy projects, including solar PV. The purpose of Title 21 states that “It is in the public interest to support, encourage and regulate the development of solar and wind resources for the generation and transmission of clean, renewable electric energy. By this title, the county intends to: (1) support and encourage the responsible development of its solar and wind resources to generate and transmit clean, renewable electric energy while protecting the health, safety and welfare of its citizens and its

Exhibit 2

environment, including its public trust resources, by requiring that the adverse impacts of such development are avoided or acceptably mitigated; (2) recover the county's costs of increased services resulting from such development; and (3) ensure that the citizens of Inyo County equitably share in the benefits resulting from the use of such resources."

Pursuant to Title 21, the applicant has applied for a Renewable Energy Permit with the County. The proposed Solar Facility will comply with the purpose of Title 21 by (1) generating and transmitting a renewable (solar) energy resource which will be constructed in a secure, safe manner, (2) minimizing the requirement for increased services because the project does not directly require water services, sewer services, schools and it is located in proximity to existing police and fire protection and (3) generating electricity that will be delivered into the electric distribution system that delivers energy directly to the consumers located within Inyo County rather than transmitting the energy long distances outside of the county. In addition, Ecos intends to draw upon the local labor pool as much as possible for construction and maintenance related activities.

Inyo County Code Section 21.20.020 allows for the Planning Commission to incorporate development standards as are deemed appropriate in lieu of Inyo County Code Title 18 standards concerning permitted, conditional and accessory uses, distance between buildings, height, density and intensity, light and glare, noise and wireless communication facilities. Other standards of Title 18 are applicable to the facility to the extent allowed by law.

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

The proposed project complies with both the Inyo County Subdivision Ordinance and the California State Map Act. Pursuant to Inyo County Code Section 16.40.010 (B) Staff recommends waiving the requirements of curbs, gutters and sidewalks since such improvements are unreasonable and impractical for the proposed project. As the proposed subdivision(s) results in fewer than four lots, the project is not required to provide infrastructure to furnish adequate domestic water supply, nor is the project located reasonably close to fire protection facilities and required to provide fire hydrants and laterals.

Lot Sizes

The applicant is proposing to subdivide two parcels as part of the project: APN 033-460-08 and APN 033-060-19.

APN 033-460-08 is approximately 150 acres and is zoned OS-40, which allows for a minimum parcel size of 40 acres. The applicant is proposing to subdivide the parcel into two lots; one equaling 40 acres, and the remainder parcel equaling approximately 110 acres. The applicant intends to purchase the 40 acre parcel to provide an access easement to the easterly solar facility.

APN 033-060-19 is approximately 160 acres and is also zoned OS-40. The applicant is proposing to subdivide the parcel into two lots: one equaling 10.03 acres and the remainder

Exhibit 2

parcel equaling approximately 150 acres. The minimum parcel size the parcel is 40 acres. The applicant is seeking to waive the 40-acre minimum pursuant to Inyo County Code Section 21.20.020, which allows for the Planning Commission to incorporate development standards as are deemed appropriate.

Development Standards

The proposed solar facility being proposed for development on the westerly site (APN 033-040-02) is zoned Rural Residential (RR). The development standards for the Rural Residential Zone are as follows:

- Min. parcel size: 1.0 acres
- Min. parcel width: 125 feet
- Front yard setback: 50 feet
- Side yard setback: 30 feet
- Rear yard setback: 20 feet

The solar facility being proposed on the westerly site complies with the minimum parcel sizes and widths, and setback restrictions prescribed in the zoning code.

The following standards of the RR zone are being waived pursuant to Inyo County Code Section 21.20.020:

Use: Commercial-scale solar facilities are not a permitted use in the RR zone. Permitted uses in the Rural Residential zone include single family residences, and orchards, vegetable and field crops, nurseries and gardens. Conditional uses include: second dwelling units, social halls, lodges, fraternal organizations, community clubs, country clubs, swimming pools, golf courses, public and quasi-public buildings and uses of recreational, educational, religious, cultural and public service nature, residential care facilities, rest homes and sanitariums, nursery schools, day care centers, and kennels.

Height: The maximum allowable height of buildings in the RR zone is two and one-half stories, or thirty feet, for the principal use, and two stories or twenty-five feet for accessory uses. The project is predominantly consistent with these development standards, with the exception of the electrical intertie, which shall be no taller than 40 feet.

Fence Height: Pursuant to Inyo County Code Section 18.78.160, no fence, wall or hedge shall have a height in excess of six feet. The project is proposing to enclose the site with an 8-foot tall chain link topped with a 1-foot barbed wire section to ensure public safety and limit potential trespass.

The easterly site (APN 033-400-19) of the proposed project is zoned OS-40. The development standards for the OS-40 zone are as follows:

Exhibit 2

- Min. parcel size: 40 acres
- Min. parcel width: 500 feet
- Front yard setback: 50 feet
- Side yard setback: 50 feet
- Rear yard setback: 50 feet

The solar facility being proposed on the easterly site complies with all development standard restrictions prescribed in the zoning code.

The following standards of the OS-40 zone are being waived pursuant to Inyo County Code Section 21.20.020:

Use: Commercial-scale solar facilities are not a permitted use in the OS-40 zone. Permitted uses in the OS-40 zone include single-family residences, farms and ranches for orchards and other agricultural activities directly related to the farm; livestock ranches for raising, grazing, breeding, or boarding; animal hospitals or kennels, except when the property is adjacent or abuts residential zoned property; wildlife refuges; and wilderness areas. Conditional uses include: second dwelling units, public stables and arenas, parks, campgrounds, recreational clubs, pack stations, lodges, resorts, commercial ranching and agriculturally related activities; public and quasi-public buildings; golf courses, cemeteries and similar uses, airports, refuse disposal sites, mining and processing of natural resources, and kennels and animal hospitals.

Minimum parcel size: The minimum parcel size for the OS-40 zone is 40 acres. The project is proposing to subdivide the approximately 160 acre property into a 10 acre parcel and a 150 acre parcel.

Fence Height: Pursuant to Inyo County Code Section 18.78.160, no fence, wall or hedge shall have a height in excess of six feet. The project is proposing to enclose the site with an 8-foot tall chain link topped with a 1-foot barbed wire section to ensure public safety and limit potential trespass.

APN 033-460-08 of the proposed project is zoned OS-40. The development standards for the OS-40 zone are as follows:

- Min. parcel size: 40 acres
- Min. parcel width: 500 feet
- Front yard setback: 50 feet
- Side yard setback: 50 feet
- Rear yard setback: 50 feet

This site will be used solely for an access easement, which complies with all development standard restriction prescribed in the zoning code.

Public Services

Services for the proposed parcels will be provided as noted below:

- Sewer: No habitable structures are being proposed with this project. Workers will only be on the site full-time during construction, after which the facility can be operated remotely, with occasional site visits. Temporary toilets facilities will be made available during construction. No permanent sewer or septic facilities are proposed.
- Water: Project construction will utilize reclaimed, non-potable water delivered from off-site to achieve appropriate soil dampness to mitigate dust impacts. During project operation, minimal water will be used to clean PV panels, and the applicant is proposing to use reclaimed water delivered from offsite for operational maintenance. If necessary, there are also onsite wells available to provide water.
- Electric: Los Angeles Department of Water and Power
- Fire: Olancho-Cartago Fire Protection District. Chief Steve Davies has reviewed the proposed project and confirmed the District's protection for the solar facility and proposed subdivided parcels.
- Telephone: Verizon

ENVIRONMENTAL REVIEW

The CEQA Initial Study and Draft Mitigated Negative Declaration for the project were circulated from December 19th, 2013, to January 18th, 2014. The Draft Mitigated Negative Declaration was posted for public review with the Inyo County Clerk-Recorder's Office on December 19th, 2013, and the California Office of Planning and Research State Clearinghouse on December 19th, 2013. Notice of Availability of the Draft Mitigated Negative Declaration was posted in the Inyo Register on December 21st, 2013.

The CEQA Checklist noted the following mitigations for the project:

- The project is not anticipated to have any impacts to air quality during operations and minimal impacts during construction. Dust will be controlled during construction by Best Management Practices acceptable to the Great Basin Unified Air Pollution Control District.
- A biological study was conducted for the project and observed no sensitive plant or animal species at the project site; however, the project site presents appropriate habitat for the Mojave Ground Squirrel and Desert Tortoise. To mitigate any potential impacts to these species, the applicant intends to implement construction monitoring for both species and preserve off-site habitat at a ratio of at least 1:1. Additionally, the applicant will incorporate best management construction and operation practices to mitigate any potential impacts to wildlife.

Exhibit 2

- A cultural resources study was prepared for the project which identified historic period refuse and prehistoric lithic debitage sites on the project site. Prior to any ground disturbance in the vicinity of the identified sites, a subsurface test program will be undertaken by a qualified professional to assess the eligibility of the sites per the California Register of Historic Places. In the unlikely event that unanticipated cultural resources are discovered during project development, construction activities shall immediately cease until the site is evaluated by a qualified professional.
- The project will have no impacts associated with hazards or hazardous materials aside from oil-filled transformers on the project site; however, public access will be prevented by an eight-foot perimeter fence which will include a one-foot section of barbed-wire.
- Project construction is expected to require a peak construction workforce of approximately 30 workers and there will be negligible impact on the existing area roadway system during operation and deliveries of equipment during construction will be minimal. It is unlikely that there will significant traffic impacts associated with project; however, the project will supply traffic control during construction to mitigate any potential traffic impacts if necessary.
- In order to preserve the natural drainage patterns across the site, no drainage structures are proposed which would alter existing and natural drainage patterns.
- During construction, the project is anticipated to generate 16.8 to 22.4 tons of solid waste, mostly of cardboard and plastic packaging. The project proposes to bring in 40 yard dumpsters from offsite to dispose of the cardboard, plastic and other packaging material. Construction materials will be sorted on site for recycling. Construction waste will be sorted for recycling. During decommissioning of the solar facility, functioning solar modules will be stored for reuse and non-functioning modules will be sent to the manufacture of a third party for recycling. The amount of waste generated during construction is not anticipated to significantly affect the lifetime of County waste facilities.

Three comment letters were received on the project: California Department of Transportation (CalTrans), California Department of Fish & Wildlife, Native American Heritage Commission (see Attachment #10):

- California Department of Transportation: Compliance with the requirements detailed has been made a condition of approval for the project, and include obtaining an encroachment permit for direct access onto US Highway 395 and a providing a public road intersection with Highway 395. The site plan has been revised to include a public road intersection with Highway 395 per CalTrans 405.7 Public Intersection Detail.
- California Department of Fish & Wildlife (CDFW): Both Planning staff and the applicant had discussions with Fish & Wildlife staff regarding the content of the agency's comment letter on the project. The CDFW letter outlines several concerns, including: presence of State Threatened species on the site, with particular concerns addresses the potential presence of Desert Tortoise and Mojave Ground Squirrel on the site; presence of the Desert Kit Fox on the project

Exhibit 2

site; restoration and revegetation of the site at the end of the power purchase agreement; concerns regarding impacts of the project on nesting birds, including the Loggerhead Shrike, passerine birds and raptors; invasive weeds associated with construction; and impacts of the project on migratory birds. It has been agreed that the applicant's compliance with the California Endangered Species Act (CESA) permitting process, to the satisfaction of CDFW staff, will be a condition of approval for the project. CDFW staff advised that the applicant should hire a qualified biologist to confirm the presence of the Desert Tortoise and Desert Kit Fox on the site. In April 2014, the qualified biologists performed a protocol-level Agassiz's desert tortoise survey to determine the presence or absence of the species, adhering to the U.S. Fish and Wildlife Service's (USFWS's) protocol. No live tortoises were observed during the focused Agassiz's desert tortoise survey for the Munro Valley Solar Project. Additionally, no live tortoises or sign were found inside potential burrows, and all contained signs of dormancy, such as vegetative debris blocking the burrow entrance or canal, copious spider webs, or accumulated human-generated trash blocking the canal. Potential shelter sites also were not associated with other sign, such as tortoise tracks or scat. Furthermore, no other Agassiz's desert tortoise sign was found in the survey area. The applicant also had surveys performed for the Mojave Ground Squirrel, which determined the species exists on the project site. The applicant will obtain an Incidental Take Permit for the Mojave Ground Squirrel, and will work with CDFW to identify appropriate mitigation measures for potential habitat disturbance. Restoration and revegetation of the site are included in the Decommissioning Plan in the project, and at the end of the Power Purchase Agreement or useful life of the project, the site will be returned to the predevelopment condition of desert open space. CDFW staff advised the applicant maintain a biologist onsite during construction to monitor nesting sites and mitigate impacts to nesting birds, and have a qualified biologist regularly survey the site for the first year after construction to monitor impacts to migrating birds. Planning staff has made development of an invasive weed management plan a condition of approval for the project.

- Native American Heritage Commission: The comment letter submitted gave standard information. No mitigation or conditions of approval relating to this letter are recommended by Planning staff. Planning staff issued consultation request letters to all tribal contacts provided by the Native American Heritage Commission, and received one request for consultation from the Big Pine Paiute Tribe. Staff met with the Big Pine Paiute Tribe pursuant to SB-18 on February 13, 2014. Planning staff also met with the Big Pine Paiute Tribe on September 11, 2014 regarding the proposed project. Planning staff will provide all tribal contacts provided by the Native American Heritage Commission with a copy of the proposed General Plan Amendment and provide 45 days for comment.

PUBLIC OUTREACH

Exhibit 2

On September 10th, 2014, Ecos Energy, in collaboration with Staff, held a community meeting to discuss the project with residents. The meeting was noticed in the Inyo Register on September 2nd, 2014 and all property owners within 300 feet of the proposed project were mailed a notice on August 29th, 2014. A meeting notice was also posted at the meeting location. There were eleven attendees at the meeting. A representative from Ecos Energy, Chris Little, was present to answer questions from attendees. The following concerns were discussed:

- Will this project open the Owens Valley for additional solar development?
(No, the LADWP Feed-in-Tariff (FiT) program currently allows for 4 mw of solar development in Inyo County. The project does not facilitate any additional solar development.)
- What is Ecos Energy's relationship with Allco Finance Limited, and is Allco Renewable seeking to expand solar development in the Owens Valley?
(Ecos Energy, LLC is a wholly-owned subsidiary of Allco Finance Limited. The County is not in receipt of any other applications from either entity.)
- Are the proposed Owens Valley Solar Ranch and Northland Power project part of the FiT program?
(No, the proposed Owens Valley Solar Ranch and Northland Power projects are not being developed as part of the FiT program.)
- Will LADWP be expanding the FiT program, and will there then be additional project like this?
(Inyo County cannot speculate on whether LADWP plans to expand the FiT program in Inyo County.)
- Is Ecos Energy making an investment in a smaller project in order to be able to expand and build large projects in the Owens Valley?
(Ecos Energy specializes in the development of distributed generation solar, or projects ranging from 1 mw to 4 mw. The County is not in receipt of any applications from Ecos Energy for any other projects.)
- What will the impact on scenic resources be? Will there landscaping to screen the project?
(A condition of approval for the project is the provision of adequate landscaping to screen the project from viewsheds along northbound and southbound Highway 395. Landscaping is required to be native and drought tolerant to the extent feasible.)
- Will local jobs be created from this project?
(It is anticipated the project will generate between 30 and 50 jobs during construction. The project will generate one full-time position during operation. The developer will seek to hire locally to the extent feasible.)
- Will the project cause excessive glare and reflections as people are driving up Highway 395?
(Ecos Energy has provided a glare study to the County which indicates that there will be minimal glare from the project at certain times of the year, based on the azimuth of the sun. Generally, solar PV panels are designed to absorb sun, and glare and reflections will not be an issue.)

Exhibit 2

- Why can't the location of the project be changed to be further to the East from Highway 395?
(According to the applicant, the LADWP FiT application requires prospective developers to identify specific properties where projects will be constructed according to the regulations of the California Public Utilities Commission. Once the FiT application has been approved, the developer is not permitted to relocate the project to a different parcel.)
- Where are the other FiT application projects in Inyo County located? Can a list of APNs be provided for review?
(The list of proposed FiT project in Inyo County is available through the Los Angeles Department website. Twenty-eight projects are proposed in Inyo County. All projects are approximately the same size, are solar PV, and are proposed in the south County area [Olancha, Cartago, Dunmovin, and Haiwee Reservoir]. The list does not include specific APNs associated with the proposed projects.)
- What will the traffic impacts along Highway 395 be during construction? Will the project include a turning lane or an acceleration lane?
(It is unlikely that there will significant traffic impacts associated with project; however, the project will supply traffic control during construction to mitigate any potential traffic impacts if necessary. The developer is required to obtain an encroachment permit from Caltrans for direct access to Highway 395.)
- What sales tax will be generated for the County?
(All of the materials purchased to construct the site are taxable. The developer has agreed to place \$30,000 in an escrow account payable to Inyo County as an insurance that the sales tax from materials purchased for the project are provided to Inyo County. Sales tax generated in excess of \$30,000 will be kept by Inyo County. Property taxes will be collected, although much of the increased value of the solar project is considered exempt from property taxes by the State)
- Won't LADWP just send the power generated to Los Angeles?
(The energy generated by the facility will be transmitted by local distribution lines rather than transmission lines.)
- How much of the power generated will be used by Crystal Geysers?
(Staff cannot speculate on how the energy generated will be used locally, although it is anticipated that local uses will be able to utilize the power generated by the project.)
- Will the power generated help mitigate the brownouts that occur in Olancha and Cartago when the electric companies switch between grids every night?
(Staff does not have the expertise to respond specifically. Staff believes that the electricity produced locally will create redundancies in the energy grid, which will provide for more reliable electricity; however it most likely will not have any impact on electrical outages when the electric companies switch between grids.)
- What benefits are there from this project to Olancha specifically?
(The project will result in some local job creation and will provide additional tax revenue to the County. The developer has also agreed to provide \$5,000.00 towards workforce training in local schools.)
- Will ratepayers be able to secure lower electricity rates from this project?

Exhibit 2

(Staff does not have the expertise to respond specifically. The applicant has indicated that the local generation will reduce overall transmission costs and that the project will help mitigate against significant rate increases.)

- Is the developer considering providing any benefits to Olancha directly? Would the developer consider building a park with trees?
(The developer will consider benefits that can be provided to the community directly.)
- How will lost habitat be mitigated?
(The developer intends to provide a conservation easement to preserve habitat at a ratio of at least 1:1 to the amount of acreage being used to construct the solar facility. The County encourages that such mitigation occur outside of the County.)
- How will dust be mitigated, and how much efficiency will be lost due to dust accumulating on the solar panels?
(The developer intends to have the solar panels washed on a regular basis, using water trucked in from outside the County. In addition, the developer intends to minimize disturbance to existing vegetation on the site, and revegetate with native plants to reduce dust and erosion. If necessary, the developer will spray-down disturbed areas of the project with water to reduce dust. It is anticipated that dust will reduce the efficiency of the solar panels by approximately 5%.)
- How will water to mitigate dust and wash solar panels be provided?
(Water will be trucked in from outside Inyo County. There is also a well onsite that can be used if necessary.)
- Would Ecos Energy consider installing solar on residents' homes, or providing solar cells at cost to Olancha and Cartago residents?
(Ecos Energy will look into whether it is feasible to order additional solar panels to provide to residents at-cost.)

RECOMMENDATIONS

General Plan Amendment #2013-01 Findings:

- 1.) Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that General Plan Amendment #2013-01/Munro Valley Solar, LLC is in conformance with the Goals and Objectives of the Inyo County General Plan.

(Evidence: The proposed renewable energy overlay land use designation preserves the underlying land use designations such that only a distributed solar renewable energy facility could be developed on the site, and land uses would be permissible according to the General Plan designations in the future. The overlay designation would allow for construction of a distributed solar photovoltaic facility of 20 megawatts or less, while preserving underlying land use designations. At the end of the useful life of the solar facility, or should the project be prematurely decommissioned, currently allowable uses of the property would continue to be permissible pursuant to the original designation. The overlay is site specific and is not anticipated to precipitate conversion of adjacent

Exhibit 2

rural residential property or open space to renewable energy production. The Renewable Energy Overlay Designation supports the goals and policies of the County to support the “sound develop of any and all energy resources, including, but not limited to geothermal, wind, biomass, and solar.”)

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

(Evidence: The site consists primarily of vacant, desert land, and is not near an area of high residential or commercial activity. There are no schools or places of worships within a one mile radius of the proposed project. The facility, once constructed, is a primarily passive use that will have few impacts to neighboring uses. The site is relatively flat and well-suited for solar development. The proposed project is consistent with Titles 18 and 21 of the Inyo County Code. Existing and planned public facilities, including fire protection and sewer service, are adequate to service the proposed project. The facility will require minimal County law enforcement resources. It has been made a condition of approval that the applicant provide adequate funds to fully cover any costs associated with reclamation of the site at the end of the power purchase agreement or in case the project is abandoned.)

- 3.) Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial impacts to public health, safety or welfare.

(Evidence: The proposed improvements are not anticipated to directly require significant fire and police protection services, or other County services. The Renewable Energy Permit ensures the applicant will submit annual payments, monitoring fees, and sales and use taxes to the County, which shall be sufficient to recover the County's costs of increased services resulting from the development. The Renewable Energy Permit also provides mitigations to ensure adverse impacts of such development are avoided or acceptably mitigated and that the citizens of Inyo County equitably share in the benefits resulting from the use of such resources)

Renewable Energy Permit #2013-01 Findings:

- 1.) The findings for Renewable Energy Permit #2013-01 are included in Attachment 4.

Tentative Parcel Map #404 Findings:

Exhibit 2

- 1.) Based on substantial evidence in the record, the Planning Commission finds that Tentative Parcel Map #404 is in conformance with the Goals and Objectives of the 2001 Inyo County General Plan, the Inyo County Subdivision Ordinance, and Inyo County Zoning Ordinance and the State Subdivision Map Act.

(Evidence: TPMS #404 is consistent with the Inyo County General Plan Rural Protection Land Use Designation by allowing for the subdivided properties to remain in low-intensity use. The proposed renewable energy overlay land use designation preserves the underlying land use designations such that only a this renewable energy facility could be developed on the site, and land uses would be permissible according to the General Plan designations in the future. The Renewable Energy Overlay Designation supports the goals and policies of the County to support the "sound develop of any and all energy resources, including, but not limited to geothermal, wind, biomass, and solar." The proposed subdivision meet all requirements of Inyo County Code Title 16 and State Subdivision Map Act, except those that are being specifically exempted as deemed appropriate for the nature of the proposed project and subdivision, specifically the requirement to provide for curbs, gutters and other street improvements that would be out of character the project, the site and the surrounding land uses.)

- 2.) Based on substantial evidence in the record, the Planning Commission finds that the site is physically suited for the proposed type and density of development.

(Evidence: The site is well suited for solar development. The site is consists of flat terrain and will require very little grading. The site is proximate to electric transmission lines and will not require significant transmission to be developed. After construction, the solar facility will be a passive use of the land that will not impact surrounding land use activities, and is therefore compatible with surrounding land uses.)

- 3.) Based on substantial evidence in the record, the Planning Commission finds that the design of the subdivision, to the extent feasible, provides for future passive or natural heating or cooling opportunities in the subdivision.

(Evidence: The proposed subdivision does not prevent any opportunities for future passive or natural heating or cooling, which are not necessary for the proposed project. Additionally, the proposed renewable energy overlay land use designation preserves the underlying land use designations such that only a renewable energy facility could be developed on the site, and land uses would be permissible according to the General Plan designations in the future.)

- 4.) Based on substantial evidence in the record, the Planning Commission finds that the design of the subdivision or the types of improvements will not conflict with

Exhibit 2

easements acquired by the public at large for access through or use of property within the proposed subdivision, or alternate equivalent easements have been provided.

(Evidence: The proposed project provides a 60-foot irrevocable offer of dedication from US Hwy 395 to the easterly parcel. The project also provides for 30-foot on-site access easements to the remainder parcel of APN 033-060-19.)

- 5.) Based on substantial evidence in the record, the Planning Commission finds that there is sufficient water supply available for the subdivision.

(Evidence: As the proposed subdivision(s) results in fewer than four lots, the project is not required to provide infrastructure to furnish adequate domestic water supply, nor is the project located reasonably close to fire protection facilities and required to provide fire hydrants and laterals. Water use will be minimal during both the construction and operational phases of the project. The applicant is proposing to import non-potable recycled water during the construction phase, though an on-site well exists and can be used if needed.)

Tentative Parcel Map #405 Findings:

- 1.) Based on substantial evidence in the record, the Planning Commission finds that Tentative Parcel Map #405 is in conformance with the Goals and Objectives of the 2001 Inyo County General Plan, the Inyo County Subdivision Ordinance, and Inyo County Zoning Ordinance and the State Subdivision Map Act.

(Evidence: TPMs #405 is consistent with the Inyo County General Plan Rural Protection Land Use Designation by allowing for the subdivided properties to remain in low-intensity use. TPM#405 proposed to subdivide the existing 150 parcel into a 40 acre and 110 acre parcel and is therefore consistent with the General Plan minimum lot size for the Rural Protection designation (40 acres). The proposed subdivision meet all requirements of Inyo County Code Title 16 and State Subdivision Map Act, except those that are being specifically exempted as deemed appropriate for the nature of the proposed project and subdivision, specifically the requirement to provide for curbs, gutters and other street improvements that would be out of character the project, the site and the surrounding land uses.)

- 2.) Based on substantial evidence in the record, the Planning Commission finds that the site is physically suited for the proposed type and density of development.

(Evidence: No development is being proposed for TPM #405. The applicant is proposing to subdivide the property in order to purchase the southern 40 acres to

Exhibit 2

provide access to the easterly solar development. The site is consists of flat terrain and will require very little grading, and the parcel will remain predominantly unchanged. Any future development of the property would either be suitable under existing zoning and land use designations, or would require the Planning Commission's review for approval.)

- 3.) Based on substantial evidence in the record, the Planning Commission finds that the design of the subdivision, to the extent feasible, provides for future passive or natural heating or cooling opportunities in the subdivision.

(Evidence: The proposed subdivision does not prevent any opportunities for future passive or natural heating or cooling, which are not necessary for the proposed project. No development is proposed for the parcels created by TPM #405.)

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

(Evidence: No development is being proposed for TPM #405. The applicant is proposing to subdivide the property in order to purchase the southern 40 acres to provide a 60' access easement to the easterly solar development. An access easement will also be provided to the remainder parcel. The applicant has agreed to deed the access easements to the County.)

- 5.) Based on substantial evidence in the record, the Planning Commission finds that there is sufficient water supply available for the subdivision.

(Evidence: As the proposed subdivision(s) results in fewer than four lots, the project is not required to provide infrastructure to furnish adequate domestic water supply, nor is the project located reasonably close to fire protection facilities and required to provide fire hydrants and laterals Water use will be minimal during both the construction and operational phases of the project. The applicant is proposing to import non-potable recycled water during the construction phase, though an on-site well exists and can be used if needed.)

California Environmental Quality Act Findings:

- 1.) Based on substantial evidence in the record, the Planning Commission (1) recommends that the Board of Supervisors find the following: (a) that the on the basis of the whole record before it (including the Initial Study and the comments

Exhibit 2

received), that there is no substantial evidence that the project will have a significant effect on the environment and (2) recommends that the Board of Supervisors find that the Mitigated Negative Declaration reflects the County's independent judgment and analysis; (2) specify that the Inyo County Planning Department is the custodian and location of the documents and other material which constitute the record of proceedings upon which the decision is based; (3) Adopt the conditions of approval for the project required to avoid significant environmental impacts; (4) adopt the Mitigated Negative Declaration; (5) adopt the Mitigation Monitoring Program as a component of the conditions of approval and the Renewable Energy Permit; and, (6) certify that the provisions of the California Environmental Quality Act have been satisfied.

(Evidence: In compliance with the requirements of CEQA, an Initial Study and Draft Mitigated Negative Declaration of Environmental Impact were prepared and circulated to the State Clearinghouse, all affected agencies, and all interested parties for public review and comment pursuant to the provisions of the CEQA. The public comment period closed on January 18, 2014. In compliance with Section 15074 of CEQA Guidelines [Consideration & Adoption of a Negative Declaration or Mitigated Negative Declaration], the mitigation measures outlined in the CEQA Checklist have been adopted as conditions of approval for the project.)

- 2.) Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial environmental damage, or substantially and avoidably injure fish, wildlife, or their habitat.

(Evidence: Staff at the California Department of Fish & Wildlife (CDFW) has commented that there is the possibility of Desert Tortoise, Mojave Ground Squirrel and Desert Kit Fox existing on the site, based on the fact that the site is within the range of the known habitat. A condition of approval for the project, per recommendation of CDFW staff, is that the California Endangered Species Act [CESA] permitting process shall be followed to the satisfaction of CDFW staff. A survey is being conducted for the presence of Desert Tortoise on the site. If Desert Tortoise is identified on the site prior to or during construction, the applicant will pursue an incidental take permit for Desert Tortoise. A survey is also being conducted for the presence of Desert Kit Fox on the site. If evidence of Desert Kit Fox is found on the site, a qualified biologist must develop a passive relocation plan for the species to the satisfaction of CDFW. A condition of approval for the project, per the recommendation of CDFW staff, is that the applicant obtains an Incidental Take Permit for the Mojave Ground Squirrel and consult with CDFW staff on appropriate mitigations for the species. The applicant shall seek to satisfy any requirements for habitat conservation by preserving land outside of Inyo County, with approval from CDFW. Staff at California Department of Fish and Wildlife have also commented that the project

Exhibit 2

may have impacts to nesting and migratory birds. A condition of approval for the project, per recommendation of CDFW staff, is for the applicant to provide for a biologist to be onsite during construction to monitor impacts to nesting birds, and to provide for regular, ongoing surveys of the project to monitor impacts to migratory birds. Monitoring for nesting birds is only necessary during the nesting period of February 15th through September 15th. CDFW staff indicated concerns regarding spread of invasive weeds associated with the project. A condition of approval for the project is the development of an invasive weed management plan for the project.)

- 3.) Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial impacts to cultural or social resources.

(Evidence: A cultural resources study was prepared for the project which identified historic period refuse and prehistoric lithic debitage sites on the project site. Prior to any ground disturbance in the vicinity of the identified sites, a subsurface test program will be undertaken by a qualified professional to assess the eligibility of the sites per the California Register of Historic Places. In the unlikely event that unanticipated cultural resources are discovered during project development, construction activities shall immediately cease until the site is evaluated by a qualified professional.)

Recommended Conditions of Approval

The Planning Commission recommends that the Board of Supervisors require the following Condition of Approval for General Plan Amendment #2013-01:

1. Hold Harmless: The applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceeding against the County, its advisory agencies, appeal boards, or its legislative body concerning General Plan Amendment #2013-01/Munro Valley Solar, LLC or applicant's failure to comply with conditions of approval.

Conditions of Approval for Renewable Energy Permit #2013-01:

The Conditions of Approval for Renewable Energy Permit #2013-01 are stipulated in Attachment 4: Renewable Energy Development Permit Issued by the County of Inyo to Munro Valley Solar, LLC for Its Solar Photovoltaic Electric Generating Facility in Olancha (Assessor Parcel Nos. 033-400-02, 033-460-08, and 033-060-19).

Conditions of Approval for Tentative Parcel Maps #405 and #404:

1. Hold Harmless: The applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceeding against the County, its advisory agencies, appeal boards, or its legislative body concerning Tentative Parcel Map #404, Tentative Parcel Map #405 or applicant's failure to comply with conditions of approval.
2. Conformance with Tentative Map: A Final Parcel Map in substantial conformance with the approved tentative parcel map shall be filed for recordation within two years from the date of recordation of the renewable energy permit unless a request for a time extension is received prior to that date, and approved by the Commission, or otherwise extended.
3. Compliance with the California Subdivision Map Act and Inyo County Code: The developer shall comply with all applicable provisions of the California Subdivision Map Act (Government Code 66410 et. seq.) and Inyo County Code, except for development standards being waived pursuant to Inyo County Code Titles 16 and 21, affecting: provision of curbs, gutters and sidewalks; water infrastructure for fire suppression; minimum lot sizes for APN 033-060-19; and height restrictions for transformer skid infrastructure.

Exhibit 2

4. Taxes and Assessments: Payment of any delinquent and/or due taxes or special assessments shall be made to the satisfaction of the Inyo County Treasurer/Tax Collector prior to recordation of the Final Map.
5. Offer of ROW Dedication: The applicant shall offer an irrevocable 60-foot right-of-way (ROW) dedication from US Highway 395 to APN 033-040-19, such that a 60-foot width can be achieved for future access and as reflected on the proposed parcel map.
6. Onsite Access Easements to Remainder Parcels: The applicant shall provide a 60-foot easement and irrevocable offer-of-dedication from US Hwy 395 to the easterly parcel. The project applicant shall also provide a 30-foot on-site access easements to the remainder parcel of APN 033-060-19.
7. California Department of Transportation: The applicant shall obtain an encroachment permit for direct access onto US Highway 395 from the CalTrans and shall provide a public road intersection with Highway 395 per CalTrans 405.7 Public Intersection Detail.
8. TPM Nos. 404 and 405 shall not become effective until approval of the Renewable Energy Permit.

ALTERNATIVES

- 1.) Recommend denial of the General Plan Amendment creating a Distributed Solar Photovoltaic Overlay Designation, thereby prohibiting the development of the Solar Facility.

This alternative is not recommended as the proposed Distributed Solar Photovoltaic Overlay Designation would create a process by which the County can consider and permit solar photovoltaic projects fewer than 20 megawatts, pursuant to Inyo County Code Title 21. Distributed solar photovoltaic energy has been deemed desirable by the County. The Inyo County General Plan encourages development of renewable energy resources in the County on public and private lands, but does not currently address development of distributed energy generating facilities in any land use designation, except in areas designated as industrial.

A General Plan Amendment is necessary for permitting a distributed solar photovoltaic facility at this location. The Overlay would preserve the underlying land use designation such that at the end of the useful life of the project, or if the project is prematurely decommissioned, allowable use of the properties would be according to the underlying General Plan designations.

If the Planning Commission denies the General Plan Amendment, the applicant could apply for a General Plan Amendment and Zone Reclassification to re-designate the properties as Industrial, and rezone the properties as M1- General Industrial. In this scenario, at the end of the useful life of the facility, or if the

Exhibit 2

facility were prematurely decommissioned, any allowable use under the Industrial land use designation and M-1 General Industrial zone could be proposed for the properties, which may not be consistent with surrounding uses. If the Planning Commission denies the General Plan Amendment, the applicant could also choose to rescind the project from consideration.

- 2.) Recommend denial of the General Plan Amendment creating a Distributed Solar Photovoltaic Overlay Designation for the proposed 10.03 acre solar facility on APN 033-060-19, thereby limiting the development of the Solar Facility to APN 033-400-02.

This alternative is not recommended as development of the easterly site is necessary for the feasibility of the project. If the Planning Commission denies the General Plan Amendment for APN 033-060-19, the applicant could develop the westerly solar facility only or the applicant could chose to not develop the project.

- 3.) Recommend denial of the General Plan Amendment creating a Distributed Solar Photovoltaic Overlay Designation for the proposed 20.02 acre solar facility on APN 033-400-02, thereby limiting the development of the Solar Facility to APN 033-060-19.

This alternative is not recommended as development of the westerly site is necessary for the feasibility of the project. If the Planning Commission denies the General Plan Amendment for APN 033-400-02, the applicant could develop the easterly solar facility only or the applicant could chose to not develop the project entirely.

- 4.) Deny the subdivision of parcel 033-460-08, thereby limited the applicant's options to access the easterly site and develop the 10.03 acres solar facility.

This alternative is not recommended as provision of an access easement is essential for developing the easterly solar facility. The applicant has explored several options for securing an easement to the easterly parcel, and has determined that the proposed easement is the most logical and efficient. The applicant has entered into several agreements to secure the proposed access easement from the westerly site across APNS 033-400-12, 033-400-13, and 033-460-08. In order to secure an access easement across APN 033-460-08, the applicant is proposing to subdivide the parcel and purchase the southern 40 acres.

If the Planning Commission denies the subdivision of APN 033-460-08, the applicant could seek to enter into an agreement with the existing property owner to secure an access easement without subdividing the parcel. The applicant could also seek to enter into alternative agreements to secure an easement across APN 033-400-13 and APN 033-060-21 to access the easterly parcel (APN 033-060-19). This would significantly delay development of the project, without providing any

Exhibit 2

benefits to the County or the proposed project. The applicant could also choose not to develop the 10.03 acres easterly solar facility.

- 5.) Deny the subdivision of APN 033-060-19, thereby limiting the applicant's ability to develop the solar facility on the proposed easterly site (10.03 acres).

This alternative is not recommended as development of the easterly site is necessary for the feasibility of the project. If the Planning Commission denies the subdivision of APN 033-060-19, the applicant could seek to purchase the entirety of the parcel, and develop the easterly solar facility without subdividing the parcel. However, the applicant would have to apply for a General Plan Amendment and potentially a Zone Reclassification for the entire 160 acre parcel. This would significantly delay development of the project, without providing any benefits to the County or the proposed project. The applicant could also choose not to develop the easterly solar facility.

- 6.) Provide recommendations for additional Conditions of Approval for the project.
- 5.) Continue the public hearing to a future date, and provide specific direction to staff regarding what additional information is desired.

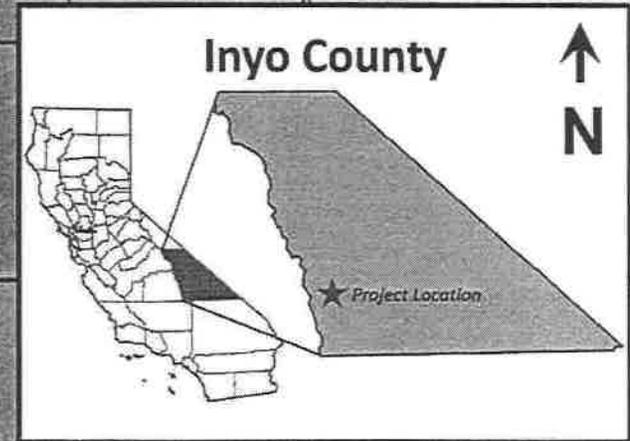
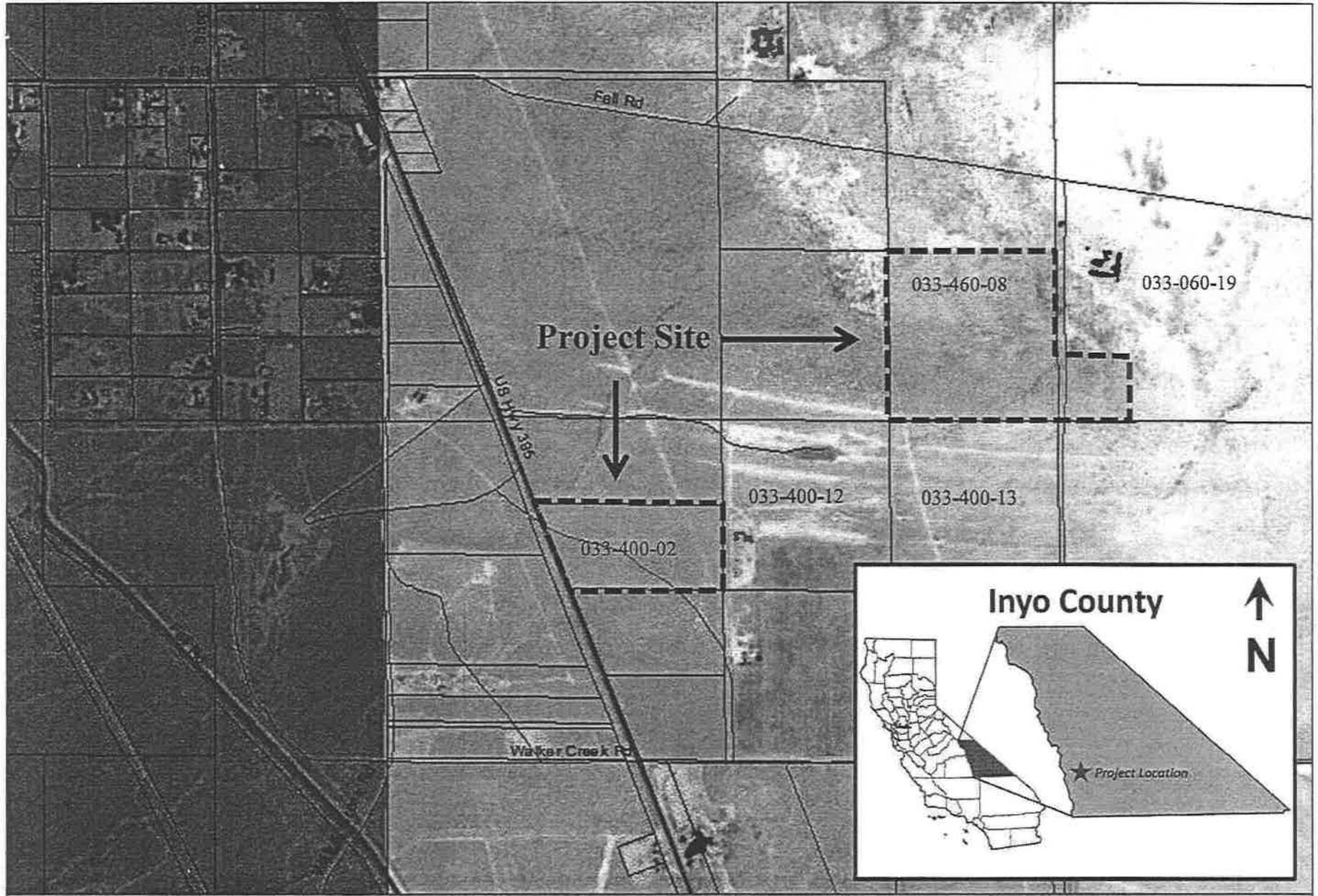
ATTACHMENTS

- 1.) Regional Locations and Project Vicinity Map
- 2.) Zoning Map
- 3.) General Plan Designation Map
- 4.) Renewable Energy Permit
- 5.) Site, Grading, Drainage/Erosion Control and Landscaping Plans
- 6.) Decommissioning Plan
- 7.) Tentative Parcel Map #404
- 8.) Tentative Parcel Map #405
- 9.) Visual simulations of the project
- 10.) Access easements agreements
- 11.) Comment Letters:
 - California Department of Transportation District 9
 - California Department of Fish & Wildlife
 - Native American Heritage Commission
 - Olancho CSD
 - Scott Palamar
 - Jael Hoffman
 - John Rothgeb
- 12.) CEQA Checklist (see project materials at www.inyoplanning.org)
- 13.) Application Form

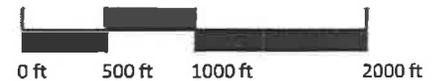
Attachment 1:
Regional Location and Vicinity Map

Regional Location and Project Vicinity Map

Ex Attachment 1



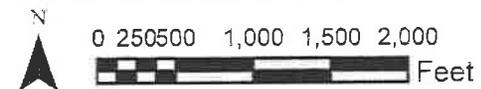
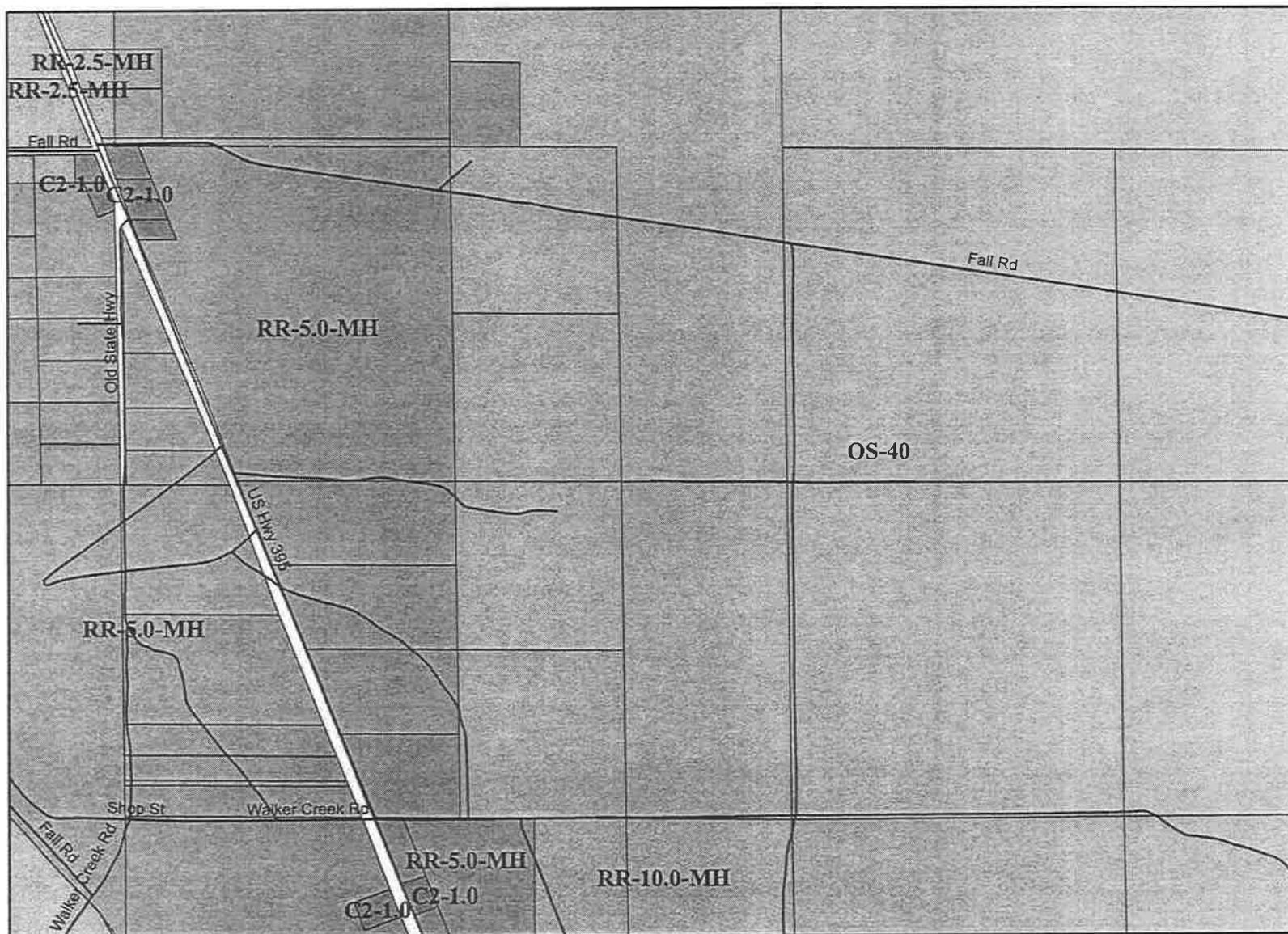
Munro Valley Solar, LLC
Olancho, CA



Attachment 2:
Zoning Map

Munro Valley Solar, LLC Zoning Map

Exhibit 2
Attachment 2

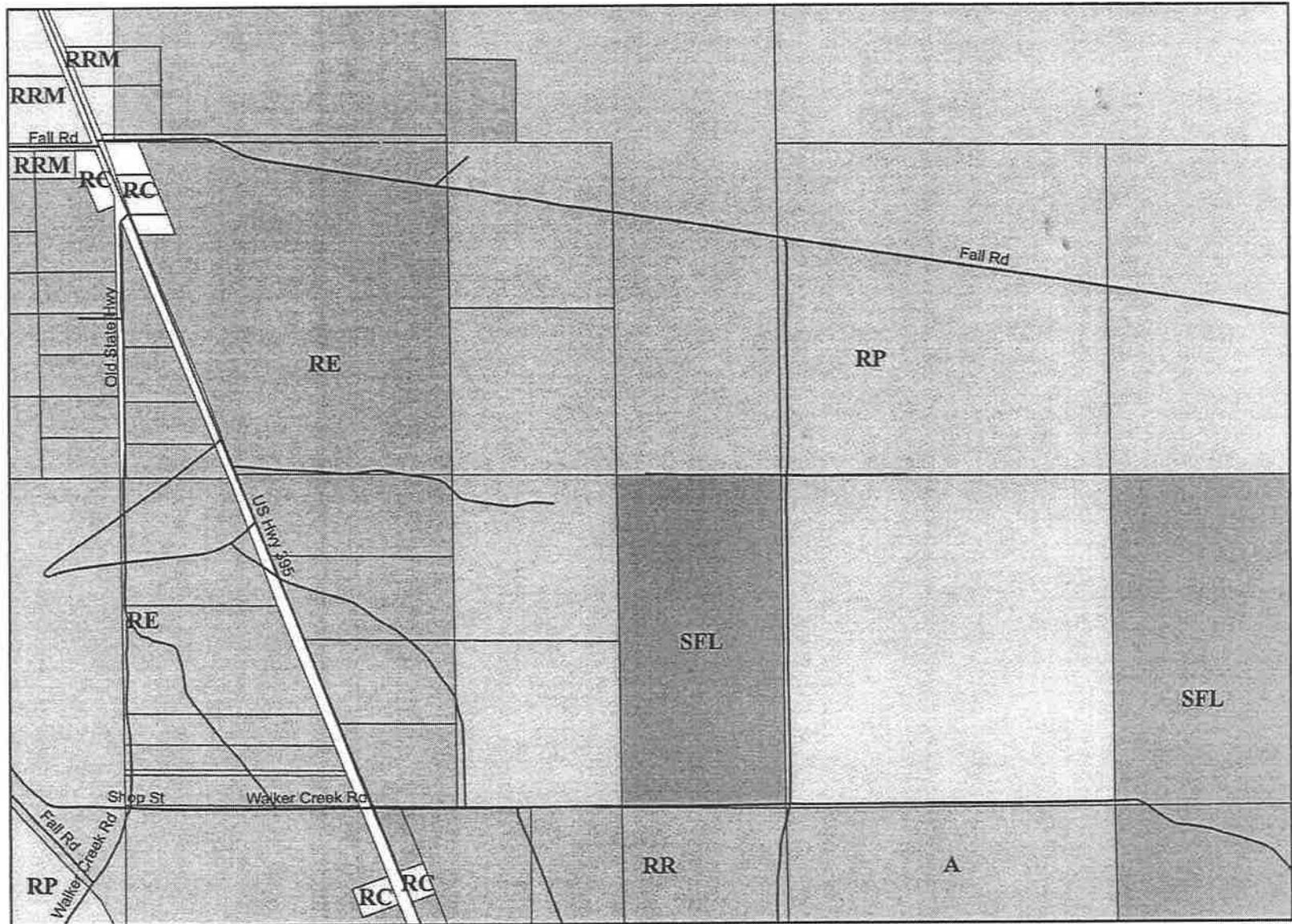


Attachment 3:
General Plan Designation Map

Munro Valley Solar, LLC General Plan Map

Exhibit 2

Attachment 3



Attachment 4:
Renewable Energy Permit

**RENEWABLE ENERGY DEVELOPMENT PERMIT ISSUED BY THE COUNTY OF
INYO TO MUNRO VALLEY SOLAR, LLC FOR ITS SOLAR PHOTOVOLTAIC
ELECTRIC GENERATING FACILITY IN OLANCHA
(ASSESSOR PARCEL NOS. 033-400-02, 033-460-08, AND 033-060-19)**

I. INTRODUCTION

The Permit is granted by the COUNTY OF INYO, referred to as COUNTY, to MUNRO VALLEY SOLAR, LLC, referred to as DEVELOPER. As of the date of this Permit, the owner of the Property is _____.

II. RECITALS

A. Whereas DEVELOPER proposes to develop a four megawatt (AC) solar photovoltaic power plant and related improvements located in Inyo County, California (referred to herein as the "Project") and to sell the power produced by the Project to the City of Los Angeles Department of Water and Power ("LADWP") through LADWP's "feed in tariff" program;

B. Whereas the Project will occupy a total of approximately 30.05 acres located on three parcels in the Olancha area of the County: Assessor Parcel Numbers (APN) 033-400-02 (20.02 acres on the east side of Highway 395), 033-060-19 (approximately 160 acres, with the Project occupying an estimated 10.03 acres), and 033-460-08 (approximately 150 acres, from which an access easement to APN 033-400-02 will be provided across the southern 40 acres) (such parcels, excluding the northerly 110 acres of APN 033-460-08 are referred to hereafter as the Property) as illustrated in Exhibit A and is legally described in Exhibit B;

C. Whereas under Title 21 of the Inyo County Code ("ICC"), any person who proposes to construct a photovoltaic power plant in the COUNTY must first obtain either a renewable energy permit from the COUNTY or must enter into a renewable energy development agreement with the COUNTY;

D. Whereas on July 22, 2013, DEVELOPER submitted a permit application for the Project, a negative declaration, a general plan amendment, zone reclassification and a tentative map; subsequently, on January 28, 2014, DEVELOPER submitted an application for a tentative map to allow the access easement on APN 033-460-08;

E. Whereas the COUNTY processed said application pursuant to ICC Titles 15 [California Environmental Quality Act (CEQA) Procedures], 18 (Zoning), and 21 (Renewable Energy), including environmental review pursuant to CEQA;

F. Whereas, in compliance with CEQA, the COUNTY prepared a Mitigated Negative Declaration which addressed this Renewable Energy Development Permit ("Permit"), the general plan amendment, zone reclassification and the two tentative maps;

Exhibit 2

G. Whereas as provided below, the COUNTY and DEVELOPER agree to the appropriateness of the terms of this Permit, including payment of monetary compensation to COUNTY and to the terms of the Decommissioning Plan for the Project;

H. Whereas as provided below, if the proposed amendment of the Inyo County General Plan is approved by the Inyo County Board of Supervisors, this Project will be consistent with the County's General Plan; however, if the Board of Supervisors does not approve the proposed amendment of the General Plan, this Permit shall be null and void;

I. Whereas this Permit will confer substantial private benefits on DEVELOPER by granting vested rights to develop the Property in accordance with the provisions of this Permit; Whereas development of the Property in accordance with this Permit will provide substantial benefits to COUNTY, will place certain obligations on the COUNTY and will further important policies and goals of COUNTY;

J. Whereas this Permit will eliminate uncertainty in planning and provide for the orderly development of the Property and will provide for public services appropriate to the development of the Project.

III. TERMS AND CONDITIONS OF PERMIT

1. **BINDING EFFECT OF PERMIT.** The Property is hereby made subject to this Permit. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Permit.

2. **OWNERSHIP OF PROPERTY.** DEVELOPER is the owner of a legal or equitable possessory interest in the Property or a portion thereof.

3. **TERM.** This Permit shall become effective thirty days after approval of the Project-related General Plan amendment by the COUNTY Board of Supervisors and shall continue for a period equal to the actual useful life of the Project or for forty-five years, whichever occurs later. Regardless of when commercial operation of the Project ceases, the obligations of this Permit will continue until the project has been fully decommissioned and the Decommissioning Plan has been fully implemented as provided in Paragraph 10 to the satisfaction of COUNTY.

4. **TERMINATION.** This Permit shall be deemed terminated and of no further effect upon the expiration of the stated term of this Permit. Upon the termination of this Permit, no party shall have any further right or obligation hereunder except with respect to: (1) any obligation to have been performed prior to such termination, (2) any default in the performance of the provisions of this Permit which has occurred prior to such termination or (3) any obligations which are specifically set forth as surviving this Permit which includes the obligation to fully implement the Decommissioning Plan as provided in Paragraph 10.

5. **PROPERTY LOCATION.** This Permit pertains solely to the Property located on Assessor Parcel Nos. 033-400-02, 033-460-08, and 033-060-19 and for the Project illustrated in Exhibit A and described more fully in Exhibit B.

6. **CONSIDERATION.** The parties intend by this Permit to memorialize the terms and conditions to which DEVELOPER (including any successors and assigns) shall be bound in connection with performance of this Permit (particularly the monetary compensation provisions set forth below in Paragraph 9), and the Decommissioning Plan defined below in Paragraph 10 and Exhibit "C." By signing this Permit, DEVELOPER agrees to each the covenant, term, condition and requirement contained in this Permit.

7. **COMPLIANCE WITH CONDITIONS OF THIS PERMIT.** DEVELOPER shall comply with the terms and conditions of this Permit. If DEVELOPER does not comply with the terms and conditions of this Permit, then the default provisions in Paragraph 17 shall be followed.

8. **DEVELOPMENT OF PROPERTY.** Subject to the terms of this Permit DEVELOPER shall have a vested right to develop the Property in accordance with, and to the extent of, this Permit.

8.1. **Development Regulations Exemption.** As authorized by ICC Section 21.20.020, the following development regulations shall apply in lieu of those specified by ICC Title 18.

(a) The minimum parcel size for that portion of the Project located on APN 033-400-02 shall be 10 acres, regardless of that specified by the Official Zoning Map.

(b) In addition to the uses specified by ICC Sections 18.12 and 18.21, the Project uses shall be permitted subject to ICC Title 21.

(c) Fence heights up to nine feet (9) shall be permitted on the property, regardless of ICC Section 18.78.160.

(d) Intertie facilities may exceed applicable height standards, but shall not exceed forty (40) feet in height.

All other applicable zoning standards shall apply.

8.2. **Building Permits:** DEVELOPER shall comply with all regulations governing construction standards and specifications including, without limitation, the Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code applicable in the County. Changes to the Uniform Building Code or COUNTY's building, plumbing, mechanical, fire, and/or electrical codes may occur during the term of this Permit and any such amendments adopted by COUNTY shall apply to the Project.

8.3. **Modification or Suspension by State or Federal Law.** In the event that State or Federal laws or regulations, enacted after the effective date of this Permit, prevent or preclude compliance with one or more of the provisions of this Permit, such provisions of this Permit shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Permit shall remain in full force and effect to the extent

it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

8.4. Public Works. If DEVELOPER is required by this Permit to construct any public works facilities which will be dedicated to COUNTY or any other public agency upon completion, and if required by applicable laws to do so, DEVELOPER shall perform such work in the same manner and subject to the same requirements as would be applicable to COUNTY or such other public agency if it would have undertaken such construction.

8.5. Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of COUNTY possess authority to regulate aspects of the development of the Property separately from or jointly with COUNTY and this Permit does not limit the authority of such other public agencies.

8.6. Site, Grading, Drainage, Erosion and Landscaping Plan. A site, drainage, erosion and landscaping plan shall be signed by a registered California Civil Engineer and submitted to the Inyo County Public Works department for approval. A topographical map of the area surrounding this development shall be prepared to establish existing drainage flow patterns. A grading permit will be issued when the grading plan is approved by the Department of Building and Safety in compliance with this condition of approval.

8.7. California Department of Fish & Wildlife. DEVELOPER shall comply with the California Endangered Species Act (CESA) permitting process. If evidence of Desert Kit Fox is found on the site prior to or during construction, a qualified biologist must develop a passive relocation plan for the species to the satisfaction of CDFW. DEVELOPER shall obtain an Incidental Take Permit for Mojave Ground Squirrel and comply with the mitigation requirements set forth by CDFW for impacts to the Mojave Ground Squirrel. DEVELOPER shall be responsible for hiring consultant biologists to survey and submit to CDFW any needed biological surveys, including ongoing monitoring during the period of February 15th through September 15th during construction of the project of nesting birds and ongoing monitoring of impacts to migrating birds during construction and operation of the Project.

8.8. Cultural Resources. Prior to subsurface ground disturbance within a square meter of the sites identified in the cultural survey prepared for the project (ECORP Consulting, May 2013), a subsurface test program will be undertaken by a qualified professional to assess the eligibility of the site per the California Register of Historical Resources (CRHS). If materials are recovered meeting CRHS eligibility criteria, the materials will be provided to the Eastern California Museum or other appropriate institution for curation (or left in situ if they can be avoided). In the unlikely event that unanticipated cultural resources are discovered during project development, ground disturbance activities in the immediate vicinity shall cease until a qualified archeologist, and/or other appropriate specialist has evaluated the find and appropriate actions are undertaken such as avoidance, relocations, and/or curation. If human remains are discovered, the actions described by CEQA Guidelines Section 15064.5(3) shall be followed.

8.9. Invasive Weed Management Plan. Prior to issuance of a building permit, DEVELOPER shall provide COUNTY with an Invasive Weed Management Plan utilizing Best Management Practices for review and approval for implementation during construction.

8.10. Submittal of a Lighting Plan. DEVELOPER shall submit a lighting plan to the County Planning Department prior to implementation of the proposed project for approval by the Planning Department Director. Lighting at the transformers and surrounding project site area shall be designed such that lighting shall be directed toward the ground and away from adjacent structures and roadways, and shall be of the lowest illumination practical. The lighting plan shall be implemented during operation. If no lighting is to be installed, DEVELOPER shall not be required to submit a lighting plan but rather shall indicate in writing to the COUNTY that no lighting is to be installed in connection with the project.

8.11. Submittal of a Landscaping Plan. DEVELOPER shall submit a landscaping plan to the County Planning Department prior to implementation of the proposed project for approval by the Planning Department Director. The landscaping plan shall demonstrate sufficient landscaping to mitigate any visual impacts associated with the development as viewed by northbound and southbound traffic on Highway 395. The plan shall also identify which species will be planted, which shall be native and drought-tolerant to the greatest extent possible. Landscaping shall be installed prior to the issuance of the Certificate of Occupancy and maintained during operation.

8.12. Dust Mitigation Plan. DEVELOPER shall submit a general dust mitigation plan to the COUNTY for implementation during construction activities, which includes potential use of palliatives to control dust. If DEVELOPER elects to use palliatives for dust mitigation, a list of materials and a material safety data sheet must be provided to and approved by the COUNTY and CDFW, and a copy shall be kept on the Property. Dust will be controlled during construction by Best Management Practices acceptable to the Great Basin Unified Air Pollution Control District.

8.13. Waste Management and Recycling during Construction and Decommissioning. DEVELOPER shall provide appropriate dumpsters from offsite to separate and recycle all of the cardboard, and any plastic and other packaging material, that can be recycled at the Lone Pine Landfill. Materials that cannot be recycled will not be mixed with recyclable materials and disposed of at the Lone Pine Landfill. Construction materials will be sorted on site for recycling. During decommissioning of the solar facility, to the extent economical and consistent with practices at the time, functioning solar modules will be stored for reuse and non-functioning modules and other material will be sent to a third party for recycling. Solar modules will not be disposed of in Inyo County. All construction and decommissioning waste shall be sorted prior to disposal, and disposal rates shall be higher for disposal of non-sorted materials at any Inyo County waste facility.

8.14 Project Construction-Vegetation. During construction of the Project, DEVELOPER will conduct operations that will affect vegetation on the Project site. Following the completion of Project construction, DEVELOPER will conduct the vegetation monitoring described below. If the vegetation monitoring shows that vegetation on the Project site has not sufficiently recovered, DEVELOPER shall conduct the re-vegetation described below.

8.14.1 Construction Impacts on Vegetation. Prior to installation of PV

Exhibit 2

Modules and the construction of other Project facilities, vegetation on the Project site will be cut to approximately 3 to 6 inches above grade. The vegetation community is composed predominantly of species that do not readily re-sprout from the root crown after major disturbance of the above ground shoot; thus, the proposed cutting of the vegetation by DEVELOPER may kill most individuals in the stand, potentially challenging soil preservation and restoration of the vegetation community. DEVELOPER does not anticipate that such cutting will adversely affect the root zone of the native plants on the Project site.

Mechanical or vibratory pile drivers will install piers. The footprint of the pile driver is approximately 3 feet by 3 feet. The pile drivers will take a linear path down the rows of PV modules installing piers approximately every 11 feet. DEVELOPER anticipates that this process for installing the piers will cause minimal impacts the existing vegetation on the project site and that the vegetation root structures when considered at the scale of the Project site will not be significantly damaged as a result of the installation of the piers. Most electrical wiring associated with the Project is to be installed above grade, fixed to the racking of the PV modules. Large conductors will be installed below grade in trenches that will be approximately 18 inches wide and 3 to 4 feet deep. Vegetation will be removed where such trenches are excavated. DEVELOPER does not anticipate that re-vegetation of the refilled trenches will be necessary because the vegetation will reestablish from nearby seed sources within a reasonable period of time.

8.15 Post Construction Vegetation Monitoring and Reporting. In Assessor Parcel Numbers (APN) 033-400-02 and 033-060-19, vegetation on the site will be evaluated before construction, during operation, and at the completion of activities described in section 5 of the Decommissioning Plan for the Project. (The Decommissioning Plan is attached hereto as Exhibit B.)

Before construction, vegetative cover will be quantified from aerial photos and from on-the-ground vegetation transects. The aerial extent of vegetation quantified from aerial photography and vegetation cover established by permanent on the ground vegetation transects will be used to establish pre-project baseline vegetation conditions. The pre-project baseline vegetation conditions will be used to compare vegetation conditions and to evaluate the need for revegetation following the commencement of Project operation and when the Project is decommissioned.

8.15.1 Establishment of Vegetation Transects. Prior to the commencement of construction of the Project, DEVELOPER, with approval from the COUNTY, shall establish vegetation transects as provided herein. The line intercept method will be employed to quantify canopy cover for each transect and for the site average (e.g. Mitchell and Hughes 1995). Line intercept is appropriate for sampling shrubs where canopies are well delineated, such as those in desert communities (Cook and Bonham 1977). At the 30-acre OV5 site, 25 transects will be permanently marked. At the 10-acre OV11 site, 8 transects will be permanently marked. A systematic-random sampling scheme will be employed to ensure adequate spatial dispersion within the site. The orientation of 25-m transects will parallel panel-corridors to ensure adequate access to perform transects.

Exhibit 2

The transect start and end points will be permanently marked with rebar or other permanent fixture to ensure repeatability of the transect location to measure change in vegetation due to cutting and post-cutting regeneration. A photo at each start and end point will be taken oriented into the center of each transect and archived with the transect data.

The line intercept sampling procedure entails recording new start and end locations by each species bisected by the tape line (Figure 1). The portion of a shrub underneath the canopy of a larger shrub is not recorded, owing to potential overestimation of total cover (Chambers and Brown 1983). New start and end points are recorded within an individual crown if a break in live vegetation is greater than 10 cm (Boyd et al. 2007). For summarization, proportion of live vegetation cover is computed as the total distance of vegetation that intersects the transect, divided by the length of the transect.

8.15.2 Monitoring. Prior to the commencement of construction of the Project, DEVELOPER and COUNTY shall establish the vegetation transects. The transect data combined with data from aerial photography of the Property will be used by DEVELOPER and COUNTY to establish the baseline aerial extent of vegetation and the baseline vegetation cover on the Property.

Following completion of Project construction, vegetation monitoring will be conducted once in each year approximate in time to the summer solstice until the revegetation target value described below is reached or exceeded on the Property. Once the revegetation target value is reached or exceeded, vegetation monitoring will be conducted once every five years and at the completion of activities described in section 5 of the Decommissioning Plan.

The pre-construction and post-construction vegetation monitoring will be conducted by a qualified consultant acceptable to the COUNTY and hired by the DEVELOPER. The monitoring results will be promptly reported to the County.

8.16 Revegetation. Should the results of the vegetation monitoring show that five years after the completion of Project construction, or that at any time thereafter before decommissioning of the Project, or show, at the time of the completion of activities described in section 5 of the Decommissioning Plan, that vegetation cover consisting of the baseline species is statistically lower than the baseline vegetation cover, evaluated with a paired t-test, DEVELOPER shall revegetate the affected area with plant species documented during baseline monitoring and shall monitor the vegetation conditions in the affected area until the revegetation target level has been met. The affected areas to be revegetated should be evident from the transect cover representing the area and will be determined by COUNTY in consultation with DEVELOPER. The revegetation target level shall be deemed to have been met when canopy cover is not statistically different from the baseline year given an alpha level of 0.05.

8.16.1. Modifications to Revegetation Requirements. Upon request to the County Planning Commission by DEVELOPER and/or COUNTY, should the Planning Commission find that: (a) the size of the area to be revegetated should be modified, (b) that due to circumstances beyond the control of DEVELOPER, it has not been possible to revegetate an area to the required percentage of baseline-year vegetation cover, composed of baseline species, or (c) that there is good cause for waiving or modifying the revegetation requirement, the

Exhibit 2

Planning Commission may take such action as it deems appropriate. A decision of the Planning Commission may be appealed to the Inyo County Board of Supervisors. A disagreement over whether (a) the size of the area to be revegetated should be modified, (b) that due to circumstances beyond the control of DEVELOPER, it has not been possible to revegetate an area to the required percentage of baseline-year vegetation cover, composed of baseline species, or (c) whether good cause exists for waiving or modifying the revegetation requirement, shall be subject to dispute resolution as provided in Paragraph 13.

9. PUBLIC BENEFITS. The parties acknowledge and agree that development of the Property may detrimentally affect public interests and public facilities and further acknowledge and agree that this Permit confers substantial private benefits on DEVELOPER which should be balanced by commensurate public benefits. Accordingly, the terms and conditions of this Permit provide consideration to the public to balance the private benefits conferred on DEVELOPER by providing more fully for the satisfaction of public interests and the impacts on public facilities.

9.1 Annual Public Benefit Payments To County. DEVELOPER and COUNTY estimated reasonable public service expenditures for this Project based on the size of the Project, its locations, and estimated workforce during construction and operation. Due to the relatively small size of the Project, the specific locations of the Project, and unique characteristics of the Project, DEVELOPER and COUNTY agree that the Project's annual impacts on public interests, public services, public facilities and infrastructure initially will be approximately \$1,000.00 per megawatt AC.

9.1.1. Annual Payments. To support cost recovery for the Project's impacts on the public interests, public service, public facilities and infrastructure, within thirty days of the approval of this Permit or prior to the issuance of the first grading permit or the first building permit, whichever occurs first, and thirty days prior to each subsequent one year anniversary date of the approval of this Permit, for the term of this Agreement, or until the project has been fully decommissioned and the Decommissioning Plan has been fully implemented to the satisfaction of COUNTY whichever occurs later, DEVELOPER shall pay to COUNTY an annual payment equal to the amounts shown on Table 1. (These payments are referred to hereafter as the "Public Interest/Public Facilities Payment").

TABLE 1

Payment Years	Amount of Annual Public Interest/Public Facilities Payment
Years 1 through 5	\$1,000.00
Years 6 through 10	\$1,050.00
Years 11 through 15	\$1,102.00
Years 16 through 20	\$1,157.00
Years 21 through 25	\$1,215.00
Years 26 through 30	\$1,276.00
Years 31 through 35	\$1,340.00
Years 36 through 40	\$1,407.00
Years 41 through 45	\$1,477.00

Years following year 45	The amount of the year 45 payment annually adjusted by an amount equal to the Los Angeles - Anaheim - Riverside All Urban Consumers Price Index or its successor.
-------------------------	---

9.1.2 Lump Sum Payment. In lieu of making annual payments, DEVELOPER shall have the option of making a nonrefundable lump sum Public Interest/Public Facilities Payment in the amount of \$17,908 per megawatt AC (this corresponds to a discount rate of two and seventy-five hundredths percent (2.75%) over a period of twenty-five (25) years). If DEVELOPER elects to make a lump sum payment, the payment shall be made within thirty days of the approval of this Permit or prior to the issuance of the first grading permit or the first building permit, whichever occurs first. Should the actual useful life of the Project result in an extension of the term of this Permit beyond twenty-five years, or should the decommissioning of the facility take place after the twenty-fifth year of operation, beginning with the twenty-sixth year, Developer shall make annual payments as provided in Table 1 for the period of time that this Permit is extended or until the project has been fully decommissioned and the Decommissioning Plan has been fully implemented to the satisfaction of COUNTY.

9.1.3. Monitoring Fees and Costs. DEVELOPER shall submit a deposit to COUNTY of one thousand dollars and no cents (\$1,000.00) within ten (10) days of the approval of this Permit. During each year prior to the date of Commencement of Commercial Operation of the Project, DEVELOPER shall pay to COUNTY the actual monitoring fees and costs incurred by the COUNTY up to a maximum of \$5,000.00 per year to compensate COUNTY for costs of monitoring implementation of this Permit, including mitigation monitoring and reporting pursuant to the CEQA. During each year following the date of Commencement of Commercial Operation of the Project, DEVELOPER shall pay to COUNTY the actual monitoring fees and costs incurred by the COUNTY up to a maximum of \$600.00 per year to compensate COUNTY for costs of monitoring implementation of this Permit, including mitigation monitoring and reporting pursuant to the CEQA. In years when, pursuant to Paragraph 10(c), the County Planning Commission must review the amount of security for the implementation of the Decommissioning Plan, DEVELOPER shall pay to COUNTY the actual monitoring fees and costs incurred by the COUNTY up to a maximum of \$5,000.00 per year fees to compensate COUNTY for costs of monitoring implementation of this Permit, including mitigation monitoring and reporting pursuant to the CEQA. COUNTY shall track its costs of monitoring the implementation of this Permit, and shall provide monthly statements to DEVELOPER of such costs, or in cases of little activity, quarterly or annual statements. Within thirty days of the receipt of a written notice from the COUNTY that the amount deposited by DEVELOPER has decreased to \$500.00 or less, DEVELOPER shall replenish the deposit to one thousand dollars and no cents (\$1,000.00) or another amount agreed to by COUNTY.

9.1.4. Local Sales and Use Taxes. DEVELOPER and COUNTY acknowledge and agree that solar power plant owners have substantial control with respect to sales and use taxes payable in connection with the construction of a solar power plant and a corresponding responsibility to assure that such sales and use taxes are reported and remitted to the California State Board of Equalization (BOE) as provided by law. To ensure allocation directly to

Exhibit 2

COUNTY, to the maximum extent possible under the law, of the sales and use taxes payable in connection with the construction of the solar power plant, DEVELOPER shall do the following, consistent with law:

(a) If DEVELOPER meets the criteria set forth in applicable BOE regulations and policies for obtaining a BOE permit, DEVELOPER shall obtain a BOE permit, or sub-permit, for the solar power plant jobsite and report and remit to the BOE all such taxable sales or uses pertaining to construction of the solar power plant using the permit or sub-permit for that jobsite to the maximum extent possible under the law.

(b) DEVELOPER shall contractually require that all contractors and subcontractors whose contract with respect to the solar power plant exceeds \$100,000.00 ("Major Subcontractors") who meet the criteria set forth in applicable BOE regulations and policies must obtain a BOE permit, or sub-permit, for the solar power plant jobsite and report and remit all such taxable sales or uses pertaining to construction of the solar power plant using the permit or sub-permit for that jobsite to the maximum extent possible under the law.

(c) Prior to the commencement of any grading or construction of the solar power plant, DEVELOPER shall deliver to COUNTY a list that includes, as applicable and without limitation, each contractor's and Major Subcontractor's business name, value of contract, scope of work on the solar power plant, procurement list for the solar power plant, BOE account numbers and permits or sub-permits specific to the solar power plant jobsite, contact information for the individuals most knowledgeable about the solar power plant and the sales and use taxes for such solar power plant, and, in addition, shall attach copies of each permit or sub-permit issued by the BOE specific to the solar power plant jobsite. Said list shall include all the above information for DEVELOPER, its contractors, and all Major Subcontractors. DEVELOPER shall provide updates to COUNTY of the information required under this section within thirty (30) days of any changes to the same, including the addition of any contractor or Major Subcontractor.

(d) DEVELOPER shall certify in writing that DEVELOPER understands the procedures for reporting and remitting sales and use taxes in the State of California and will follow all applicable state statutes and regulations with respect to such reporting and remitting.

(e) DEVELOPER shall contractually require that each contractor or Major Subcontractor certify in writing that they understand the procedures for reporting and remitting sales and use taxes in the State of California and will follow all applicable state statutes and regulations with respect to such reporting and remitting.

(f) DEVELOPER shall deliver to COUNTY or its designee (as provided in section (g) below) copies of all sales and use tax returns pertaining to the solar power plant filed by the DEVELOPER, its contractors and Major Subcontractors. Such returns shall be delivered to COUNTY or its designee within thirty (30) days of filing with the BOE. Such returns may be redacted to protect, among other things, proprietary information and may be supplemented by additional evidence that payments made complied with this policy.

(g) Within thirty days of the Commencement of Commercial Operation of the

Project, DEVELOPER agrees to make a payment to the County in the amount of \$30,000.00, which is the estimated sales and use taxes to be accrued to the County due to the construction of the Project. Any sales and use tax as a result of the Project actually received by the COUNTY shall be credited against future payments due from the DEVELOPER to the COUNTY pursuant to Paragraphs 9.1.1 and 9.1.3. A disagreement over the amount of sales and use taxes received by the COUNTY as a result of the Project shall be subject to dispute resolution as provided in Paragraph 13. In the event of such a dispute, DEVELOPER understands and agrees that COUNTY may, in its sole discretion, select and retain the services of a private sales tax consultant with expertise in California sales and use taxes to assist in implementing and enforcing compliance with the provisions of this Permit and that DEVELOPER shall be responsible for all reasonable costs incurred for the services of any such private sales tax consultant up to a maximum of thirty-percent of the amount in dispute and shall reimburse COUNTY within thirty (30) days of written notice of the amount of such costs.

9.4.5 Local Employment. The Developer shall make commercially reasonable efforts to use contractors and/or labor from Inyo County.

9.4.6. Benefits For Local Schools. Within thirty days of the commercial operation of the Project, DEVELOPER shall make a payment to COUNTY in the amount of \$5,000 for the Solar Technical Academy.

10. DECOMMISSIONING PLAN.

(a) If the Project fails to produce and sell energy for any 90 day period, within 10 days of such an event, DEVELOPER shall furnish a written report to COUNTY explaining why energy was not produced and sold and when DEVELOPER anticipates the resumption of production and sell of energy.

(b) Upon the end of the actual useful life of the Project (a one year continuous period when the Project has not produced and sold energy), unless another project has been approved by the COUNTY for the reuse of the properties upon which the Project is located, the DEVELOPER shall comply with the Decommissioning Plan attached in Exhibit "B" (referred to hereafter as the "Decommissioning Plan"). Further, upon the happening of such events in this clause (2), the Decommissioning Plan shall automatically become effective and enforceable by COUNTY and shall remain enforceable by COUNTY until completion of all of DEVELOPER'S duties and obligations thereunder to the reasonable satisfaction of COUNTY.

(c) DEVELOPER shall secure the performance of its duties and obligations under the Decommissioning Plan by establishing a three-party escrow account in a bank acceptable to COUNTY. The instructions to the escrow holder and the other terms of the escrow agreement shall be agreed upon by COUNTY and DEVELOPER within thirty days of the approval of this Permit. The initial amount to be deposited into the escrow account shall be \$160,500.00. Until the instructions and terms of the escrow agreement have been agreed upon by COUNTY and DEVELOPER and initial amount has been deposited into the escrow account by the DEVELOPER, the COUNTY is under no obligation to issue a grading permit or building permit for the Project.

Exhibit 2

Every five years following the establishment and initial funding of the escrow account, DEVELOPER shall provide to the County Planning Commission an estimate of the costs of fully implementing the Decommissioning Plan. Following review of the estimate, the Planning Commission may increase or decrease the amount of funds in the escrow account. If the Planning Commission determines that the amount in the escrow account should be increased, DEVELOPER shall deposit the additional amount within 30 days of written receipt of notice from the Planning Commission. If the Planning Commission determines that the amount in the escrow account should be decreased, within 30 days of making such a determination, the Planning Commission shall inform the escrow holder to release the appropriate amount of funds to DEVELOPER. A disagreement over the amount of an increase or decrease in the funds deposited in the escrow account shall be subject to dispute resolution as provided in Paragraph 13. DEVELOPER hereby acknowledges and agrees that DEVELOPER'S failure to satisfy fully its duties and obligations under the Decommissioning Plan, to the reasonable satisfaction of COUNTY, shall allow the COUNTY to use the funding in the escrow account to satisfy the duties and obligations under the Decommissioning Plan. A disagreement over whether DEVELOPER has failed to fully satisfy its duties and obligations under the Decommissioning Plan shall be subject to dispute resolution as provided in Paragraph 13.

(d) Pursuant to the conditions of this Permit, the parties hereto agree that DEVELOPER covenants to prosecute and perform fully its duties and obligations under the Decommissioning Plan. Within thirty days of the execution of this Permit or prior to the issuance of the first grading permit or the first building permit, whichever occurs first, DEVELOPER shall submit to County proof that the Decommissioning Plan has been recorded against each parcel constituting the Property on which solar modules will be placed.

(e) The obligations provided for under this Section shall continue in full force and effect and shall survive any termination of this Permit.

(f) If DEVELOPER has not fully implemented the Decommissioning Plan within 9 months of the commencement of the implementation of the Plan, COUNTY has right to enter upon the Property for purposes of effectuating the Decommissioning Plan and to use the funds secured under Subsection (b) to fully implement the Decommissioning Plan.

(g) As provided by Paragraph 10(c) the amount of the security may be reviewed every five years to ensure that the assurances are sufficient to cover the costs of fully implementing the Decommissioning Plan. In the event that the funds secured under Subsection (b) are inadequate for the COUNTY to fully implement the Decommissioning Plan, DEVELOPER shall compensate COUNTY for any additional costs incurred or to be incurred by the County to complete reclamation. Such compensation shall be provided by DEVELOPER within 30 days of receipt of a written demand by COUNTY. A disagreement over whether the funds secured under Subsection (c) are inadequate for the COUNTY to fully implement the Decommissioning Plan shall be subject to dispute resolution as provided in Paragraph 13.

(h) Subject to review and approval by the COUNTY, the DEVELOPER shall have the right to provide to the COUNTY, or cause to be provided to COUNTY, a mortgage on one or

more parcels within the COUNTY as a mechanism to provide the security hereunder. If the DEVELOPER and the COUNTY agree that DEVELOPER may grant a mortgage on the Property in favor of the COUNTY to secure the obligations under the Decommissioning Plan, the fair market value of such parcel or parcels shall reduce the amount of the deposit in the escrow account that is required under this Permit.

11. RIGHT TO TRANSFER; MORTGAGEE AND FINANCING PARTY PROTECTION. DEVELOPER shall have the right to transfer the Project and its interest in the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Permit. Within fifteen (15) business days of any such transfer, DEVELOPER shall notify COUNTY, in writing.

11.1. Release of Transferring Developer. Notwithstanding any transfer, a transferring DEVELOPER shall continue to be obligated under this Permit unless such transferring DEVELOPER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring DEVELOPER of the following conditions:

(1) DEVELOPER no longer has a legal or equitable possessory interest in all or any part of the Property or the Project.

(2) DEVELOPER is not then in default under this Permit.

(3) The transferee provides COUNTY with security equivalent in all respects to any security previously provided by DEVELOPER as discussed in section 11(b) to secure performance of its obligations hereunder.

(4) The transferee has agreed to assume all obligations of DEVELOPER under this Permit.

11.2. Subsequent Transfer. Any subsequent transfer after an initial transfer shall be made only in accordance with and subject to the terms and conditions of this Section.

11.3 Mortgagee and Financing Party Protection.

Notwithstanding any provision herein, the parties hereto agree that this Permit shall not prevent or limit DEVELOPER, in any manner or any transferee from encumbering the Project, the Property or any portion thereof or any improvement thereon by any mortgage, lien, deed of trust or other security device securing financing with respect to the Project or the Property.

Notwithstanding any provision herein, the parties hereto further agree that this Permit shall not prevent or limit DEVELOPER in any manner from entering into a sale and leaseback arrangement or other financing arrangement within the first 90 days of commercial operation of the Project pursuant to which DEVELOPER would transfer ownership of the Project to another entity.

Exhibit 2

Notwithstanding any provision herein, COUNTY acknowledges that (i) the lenders and/or (ii) parties to the sale and leaseback arrangement or other financing arrangement within the first 90 days of commercial operation, may require certain Permit interpretations and modifications and agrees upon request, from time to time, to meet with DEVELOPER and representatives of such lenders and parties to negotiate in good faith any such request for interpretation or modification. COUNTY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Permit. Any parties to a sale and leaseback arrangement or other financing arrangement within the first 90 days of commercial operation and any lender (including such parties and a transferee of a loan from a lender) shall be entitled to the following rights and privileges:

- (a) Neither accepting this Permit nor a breach of this Permit shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property, the Project and/or a transfer of ownership made in good faith and for value.
- (b) The transferee of the Property, the transferee of the Project, and the holder of any mortgage, lien, deed of trust or other security device encumbering the Property, the Project or any part thereof, which transferee or holder has submitted a request in writing to the COUNTY in the manner specified herein for giving notices, shall be entitled to receive written notification from COUNTY of any default by DEVELOPER in the performance of DEVELOPER's obligations under this Permit.
- (c) If COUNTY timely receives a request from a transferee or such holder requesting a copy of any notice of default given to DEVELOPER under the terms of this Permit, COUNTY shall provide a copy of that notice to the transferee and such holder within ten (10) days of sending the notice of default to DEVELOPER. Such transferee or such holder, as the case may be, shall have the right, but not the obligation, to cure the default during the remaining cure period allowed under this Permit
- (d) Any holder of any mortgage, lien, deed of trust or other security device encumbering the Property, the Project or any part thereof, or any transferee of the Project pursuant to a sale and lease arrangement entered into no later than within 90 days of Commercial Operation of the Project (1) shall not have an obligation or duty under this Permit to perform any of DEVELOPER's obligations or other affirmative covenants of DEVELOPER hereunder, or to guarantee such performance, and (2) shall not have their possession, ownership, or lien on the Project, disturbed by the COUNTY regardless of the performance by, or default of, DEVELOPER hereunder. The provisions of (1) and (2) shall remain effective only if all payments required under Section 10 are paid and only if the DEVELOPER, or an approved transferee, remains responsible for the operation and decommissioning of the Project. If a transferee of the Project pursuant to a sale and lease arrangement, the holder of a mortgage, lien, deed of trust or other security device becomes responsible for the operation and decommissioning of the Project, COUNTY shall have the same rights with regard to such a transferee, holder of a mortgage, lien, deed of trust or other security device as it has with regard to DEVELOPER or an approved transferee.

12. Minimize Dust Emissions. DEVELOPER agrees to minimize dust emissions during construction and operation of the Project and to comply with all Great Basin Unified Air Pollution Control District regulations regarding such emissions. DEVELOPER agrees that if nearby residents, property developers, Caltrans representatives, or other interested persons raise issues related to dust emissions from the Project site, DEVELOPER will promptly investigate the claims, and if substantiated, make reasonable efforts to reduce said emissions. DEVELOPER agrees to report each claim to COUNTY and its resolution within one month of receipt.

13. DISPUTE RESOLUTION AND LITIGATION

Each party to this Permit agrees to maintain frequent, informal communications with the other party with regard to the work to be accomplished hereunder to minimize disagreements.

If either party to this Permit reasonably believes that any other party is not reasonably discharging an obligation or performing a duty which this Permit requires of that party, and which is subject to dispute resolution under this Permit, prior to commencing any litigation over such issue, the complaining party must bring the dispute to the attention of the other party through written notification that sets forth the nature of the dispute. The complaining party's written notice must also contain a request for a meeting at Independence, California or at any other mutually agreeable location, to be held within 7 days to discuss the dispute and suggest solutions. Each party agrees to attend all such meetings.

In the event that the dispute has not been resolved within 14 days of the first meeting of the parties, a mutually acceptable impartial mediator/facilitator may, by agreement of the parties, be selected by the parties to commence mediation/facilitation.

If the participating parties are unable to resolve the dispute within 21 days after the first meeting with the mediator/facilitator, the mediator/facilitator shall prepare a written recommendation on how the dispute may be resolved. The recommendation will be submitted to the parties within 30 days of the first meeting with the mediator/facilitator. The parties shall decide within 15 days of the submission of the recommendation whether to implement the recommendation. If the parties do not agree to implement the recommendation of the mediator/facilitator within the 15 day period, the recommendation will not be implemented.

Any communications involving the parties and/or the mediator/facilitator arising out of an ongoing mediation/facilitation process will be kept confidential by the parties. Any such communications, and any result of mediation/facilitation, may not be introduced in any court action unless otherwise expressly agreed in writing by the parties.

If a Party reasonably believes that the other Party has breached the terms of this Permit by failing to discharge an obligation or perform a duty required of the party, then such party may institute an action which may include declaratory and injunctive relief and specific performance, as appropriate, in the Superior Court of Inyo County within 180 days of such breach or within 30 days of the written notification to the parties of the result of the dispute resolution process, whichever occurs earlier.

14. **COMPLIANCE WITH LAW.** DEVELOPER shall act pursuant to this Permit in accordance with applicable federal, state, and local laws, regulations and directives. With respect to DEVELOPER'S employees, DEVELOPER shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This Permit shall be interpreted and governed under the laws of the State of California. The parties agree that this contract is made in and shall be performed in Inyo County, California. Any action at law or in equity arising under this Permit or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Permit shall be filed and tried in the Inyo County Superior Court and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

16. **THIRD PARTY LITIGATION**

16.1 **General Plan Litigation.** The parties acknowledge that litigation may be filed challenging the legality, validity and adequacy of the amendment of the General Plan and, if successful, such challenges could delay or prevent the performance of this Permit and the development of the Property.

COUNTY shall have no liability in damages under this Permit for any failure of COUNTY to perform under this Permit or the inability of DEVELOPER to develop the Property as contemplated by this Permit as the result of a judicial determination that on the date of execution, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

16.2 **Third Party Litigation Concerning Permit.** DEVELOPER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless COUNTY, its officers, agents, employees and independent contractors from any claim, action or proceeding against COUNTY, its officers, agents, employees or independent contractors to attack, set aside, void, or annul the approval of this Permit or the approval of any permit granted pursuant to this Permit. COUNTY shall promptly notify DEVELOPER of any such claim, action or proceeding, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify DEVELOPER of any such claim, action or proceeding, or if COUNTY fails to cooperate in the defense, DEVELOPER shall not thereafter be responsible to defend, indemnify, or hold harmless COUNTY. COUNTY may in its discretion participate in the defense of any such claim, action or proceeding.

16.3 **Indemnity.** In addition to the provisions of 16.2 above, DEVELOPER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of DEVELOPER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (DEVELOPER'S employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save

and except claims for damages arising through the sole active negligence or sole willful misconduct of COUNTY. DEVELOPER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action. This indemnification obligation shall continue beyond the term of this Permit as to any acts or omissions that occur under and during the term of this Permit or any extension thereof, and during DEVELOPER's performance under the Decommissioning Plan.

16.4 Environment Assurances. DEVELOPER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability, based or asserted, upon any act or omission of DEVELOPER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and DEVELOPER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any action based or asserted upon any such alleged act or omission. COUNTY may in its discretion participate in the defense of any such action.

16.5 Reservation of Rights. With respect to Sections 16.2, 16.3 and 16.4 herein, COUNTY reserves the right to either (1) consult with DEVELOPER prior to the selection of legal counsel engaged to defend COUNTY hereunder, and (2) if agreement cannot be reached regarding the selection of legal counsel, to retain counsel to conduct COUNTY's defense at Developer's expense.

16.6 General Plan Amendment Not Approved. If the Board of Supervisors does not approve the amendment of the General Plan proposed in conjunction with this Project, this Permit shall be null and void.

16.7 Survival. The provisions of Sections 16.1 through 16.5 and 17.1 through 17.3, inclusive, and Section 17.5, inclusive, shall survive the termination of this Permit.

17. DEFAULT AND REMEDIES

17.1 Remedies in General. It is acknowledged by the parties that COUNTY would not have approved this Permit if it were to be liable in damages under this Permit, or with respect to this Permit or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Permit, except that COUNTY shall not be liable in damages to DEVELOPER, or to any successor in interest of DEVELOPER, or to any other person, and DEVELOPER covenants not to sue for damages or claim any damages:

- (a) For any breach of this Permit or for any cause of action which arises out of this Permit; or
- (b) For the taking, impairment or restriction of any right or interest conveyed

or provided under or pursuant to this Permit; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application, validity, interpretation or effect of the provisions of this Permit.

17.2 Specific Performance. Except with regard to the requirements of the Permit for the payment of funds, the parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Permit and should be available to all parties for the following reasons:

(a) Money damages are unavailable against COUNTY as provided in Section 17.1 above.

(b) Once implementation of this Permit has begun, DEVELOPER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. DEVELOPER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Permit and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Permit, and it is not possible to determine the sum of money which would adequately compensate DEVELOPER for such efforts.

17.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review, DEVELOPER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary liability or damages, whatsoever, upon the COUNTY because it entered into this Permit or because of the terms of this Permit. DEVELOPER hereby waives the provisions of Section 1542 of the Civil Code which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

17.4 Termination or Modification of Permit for Default of DEVELOPER. COUNTY may terminate or modify this Permit for any failure of DEVELOPER to perform any material duty or obligation of DEVELOPER under this Permit, or to comply in good faith with the terms of this Permit (hereinafter referred to as "default"); provided, however, COUNTY may terminate or modify this Permit pursuant to this Section only after providing written notice to DEVELOPER of default setting forth the nature of the default and the actions, if any, required by DEVELOPER to cure such default and, where the default can be cured, DEVELOPER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured

Exhibit 2

within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

Upon the termination of this Permit for default of DEVELOPER, no party shall have any further right or obligation hereunder except with respect to (1) any obligation to have been performed prior to such termination, (2) the obligation to fully implement the Decommissioning Plan described in Paragraph 11, (3) any default in the performance of the provisions of this Permit which has occurred prior to such termination and/or (4) any obligations which are specifically set forth as surviving this Permit.

17.5 Attorneys' Fees. In any action at law, in equity in dispute resolution pursuant to Paragraph 13 to enforce or interpret this Permit, or otherwise arising out of this Permit, including without limitation any action for declaratory relief or petition for writ of mandate, the parties shall bear their own attorneys' fees.

18. NOTICES. (a) Except as may be otherwise required by law, any notice to be given pursuant to this Permit shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Inyo County
P.O. Drawer N
Independence, CA 93526

Telephone No.: (760) 878-0292
FAX No.: (760) 878-0465

DEVELOPER:

Munro Valley Solar, LLC
c/o Allco Renewable Energy Limited
14 Wall St, 20th Floor
New York, NY 10005

Telephone No.: (212) 681-1120
Fax No.: (801) 858-8818

With A Copy To:

Inyo County Counsel
P.O. Drawer M
Independence, CA 93526

Telephone No.: (760) 878-0229
FAX No.: (760) 878-2241

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this Paragraph.

Exhibit 2

(c) Notwithstanding anything to the contrary in this Paragraph 21, COUNTY agrees that any notice of default issued pursuant to Paragraph 17 shall be deemed received by, and enforceable against DEVELOPER, only if furnished by personal delivery, or registered or certified mail.

19. **RECORDATION OF PERMIT.** Upon execution of this Permit, this Permit shall be recorded in the Office of the Inyo County Recorder. From and after the date of recordation, and subject to the requirements of Paragraph 11 relating to assignment and transfer of this Permit, the terms and conditions of this Permit shall inure to the benefit of and be binding upon the heirs, executors, administrators, grantees, successors and assigns of DEVELOPER as covenants running with the land described herein as the Property.

20. **FURTHER ASSURANCES.** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Permit.

21. **SEVERABILITY.** If any term, provision, covenant or condition of this Permit shall be determined invalid, void or unenforceable, the remainder of this Permit shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Permit. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Paragraph 9 of this Permit, including the payments set forth therein, are essential elements of this Permit and COUNTY would not have approved this Permit but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Permit shall be null and void and of no force and effect whatsoever.

22. **CONSTRUCTION.** This Permit reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

23. **HEADINGS.** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

24. **NO THIRD-PARTY BENEFICIARIES INTENDED.** Unless specifically set forth, the parties to this Permit do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

25. **WAIVERS.** The failure of either party to insist on strict compliance with any provision of this Permit shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Permit by the other party.

26. **EXHIBITS AND RECITALS.** The recitals and the exhibits to this Permit are fully incorporated into and are integral parts of this Permit.

27. **ENTIRE PERMIT REPRESENTED.** This Permit, together with the attached Decommissioning Plan and Conditions of Approval, represents the entire agreement between

DEVELOPER and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect.

28. **JOINT AND SEVERAL OBLIGATIONS.** If at any time during the term of this Permit the Property is owned, in whole or in part, by more than one DEVELOPER, all obligations of such DEVELOPERS under this Permit shall be joint and several, and the default of any such DEVELOPER shall be the default of all such DEVELOPERS.

29. **TIME OF ESSENCE.** Time is of the essence in the performance of the provisions of this Permit as to which time is an element.

30. **FORCE MAJEURE.** Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Permit is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force). If any such events shall occur, the term of this Permit and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Permit shall not be extended under any circumstances for more than five (5) years.

31. **MUTUAL COVENANTS.** The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

32. **SUCCESSORS IN INTEREST.** The burdens of this Permit shall be binding upon, and the benefits of this Permit shall inure to, all successors in interest to the parties to this Permit. All provisions of this Permit shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during their ownership of the Property or any portion thereof.

33. **COUNTERPARTS.** This Permit may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

34. **EMINENT DOMAIN.** No provision of this Permit shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain, nor shall any provision of this Permit be construed to give rise to a claim or action based upon inverse condemnation by DEVELOPER against COUNTY.

35. **AGENT FOR SERVICE OF PROCESS.** In the event DEVELOPER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, DEVELOPER shall file with the Director of the County Planning Department, upon its execution of this Permit, a designation of a natural person residing in the State of

Exhibit 2

California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Permit, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon DEVELOPER. If for any reason service of such process upon such agent is not feasible, then in such event DEVELOPER may be personally served with such process out of this County and such service shall constitute valid service upon DEVELOPER. DEVELOPER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. DEVELOPER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

36. **DESIGNATION OF COUNTY OFFICIALS.** For the purposes of this Permit, the COUNTY'S representative shall be the Director of the County Planning Department. Except for functions to be performed by the Board of Supervisors, COUNTY may, at any time and in its sole discretion, substitute any COUNTY official to perform any function identified in this Permit as the designated responsibility of any other official. COUNTY shall provide notice of such substitution; provided, however, the failure to give such notice shall not affect the authority of the substitute official in any way.

37. **AUTHORITY TO EXECUTE.** The person executing this Permit on behalf of DEVELOPER warrants and represents that he has the authority to execute this Permit on behalf of his corporation, partnership or business entity and warrants and represents that he has the authority to bind DEVELOPER to the performance of its obligations hereunder.

38. **DEFINITIONS**

38.1 Commencement of Commercial Operations shall be when the Project begins to produce and sell energy.

38.2 Actual Useful Life of Project shall be when the Project ceases to produce and sell energy for a continuous period of one year.

38.3 **THE PARTIES** hereto, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Exhibit A – Project Renderings

Exhibit B – Legal Description of Property

Exhibit C – Decommissioning Plan

COUNTY OF INYO

Date: _____

By: _____

Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
County Administrative Officer/Clerk of the Board
Of Supervisors of the County of Inyo

By: _____

Deputy Clerk

APPLICANT/ OWNER (DEVELOPER)

Corporations Code section 17157 requires that contracts with a Limited Liability Company (LLC) shall be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.

Applicant/Owner

Date: _____

By _____

TITLE _____

Date: _____

By _____

TITLE _____

STATE OF CALIFORNIA)
COUNTY OF INYO) SS.

On _____, before me _____, a Notary Public,
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Exhibit 2

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

WITNESS my hand and official seal

Signature _____

Approved as to Form
County Counsel

By _____

Date _____

Exhibit 2

EXHIBIT "A"
Project Renderings

Exhibit 2

EXHIBIT "B"
Legal Description of Property

Exhibit 2

EXHIBIT "C"
Decommissioning Plan

Attachment 5:
Site, Grading, Drainage/Erosion Control and
Landscaping Plans

MUNRO VALLEY SOLAR PROJECT

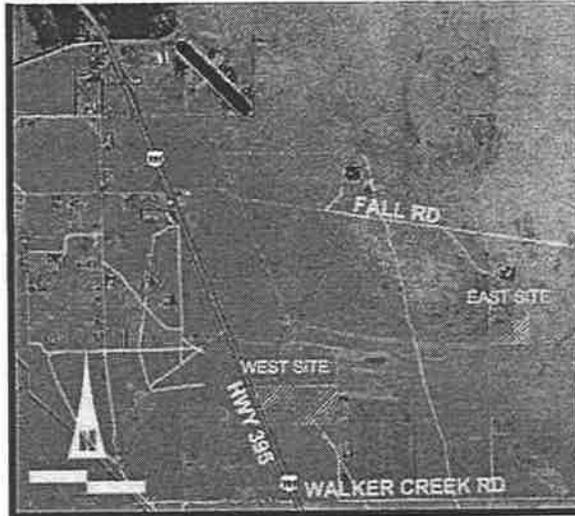
FOR

Site, Grading, Drainage/Erosion Control and Landscaping

IN

INYO COUNTY, CA

SITE LOCATION MAP



SHEET INDEX

●	2/6/2014	1	COVER SHEET
●	2/6/2014	2	OVERALL SITE PLAN
●	2/6/2014	3	EAST SITE PLAN
●	2/6/2014	4	WEST SITE PLAN
●	2/6/2014	5	CIVIL SITE DETAILS
●	2/6/2014	6	EAST GRADING AND EROSION CONTROL PLAN
●	2/6/2014	7	EAST GRADING AND EROSION CONTROL PLAN
●	2/6/2014	8	WEST LANDSCAPE PLAN
●	2/6/2014	9	ELECTRICAL LABELING DETAIL

DRAWING INDEX LEGEND

○ FILLED CIRCLE INDICATES DRAWING INCLUDED WITHIN THIS SHEET
 - MOST RECENT REVISION NUMBER
 - MOST RECENT ISSUE OR REVISION DATE

○ - X/XX/201X X SHEET TITLE

CONTACT INFO:

OWNER/DEVELOPER:
 ECOS ENERGY
 222 SOUTH 9TH STREET
 SUITE 1600
 MINNEAPOLIS, MN 55402

SURVEYOR:
 RAY WARBURTON, PLS
 EASTERN SIERRA LAND SURVEYS, INC.
 14 CHASE AVE.
 BISHOP, CA 93514
 760-872-3451

CIVIL/ELECTRICAL ENGINEER:
 TBD

CONTRACTOR:
 TBD

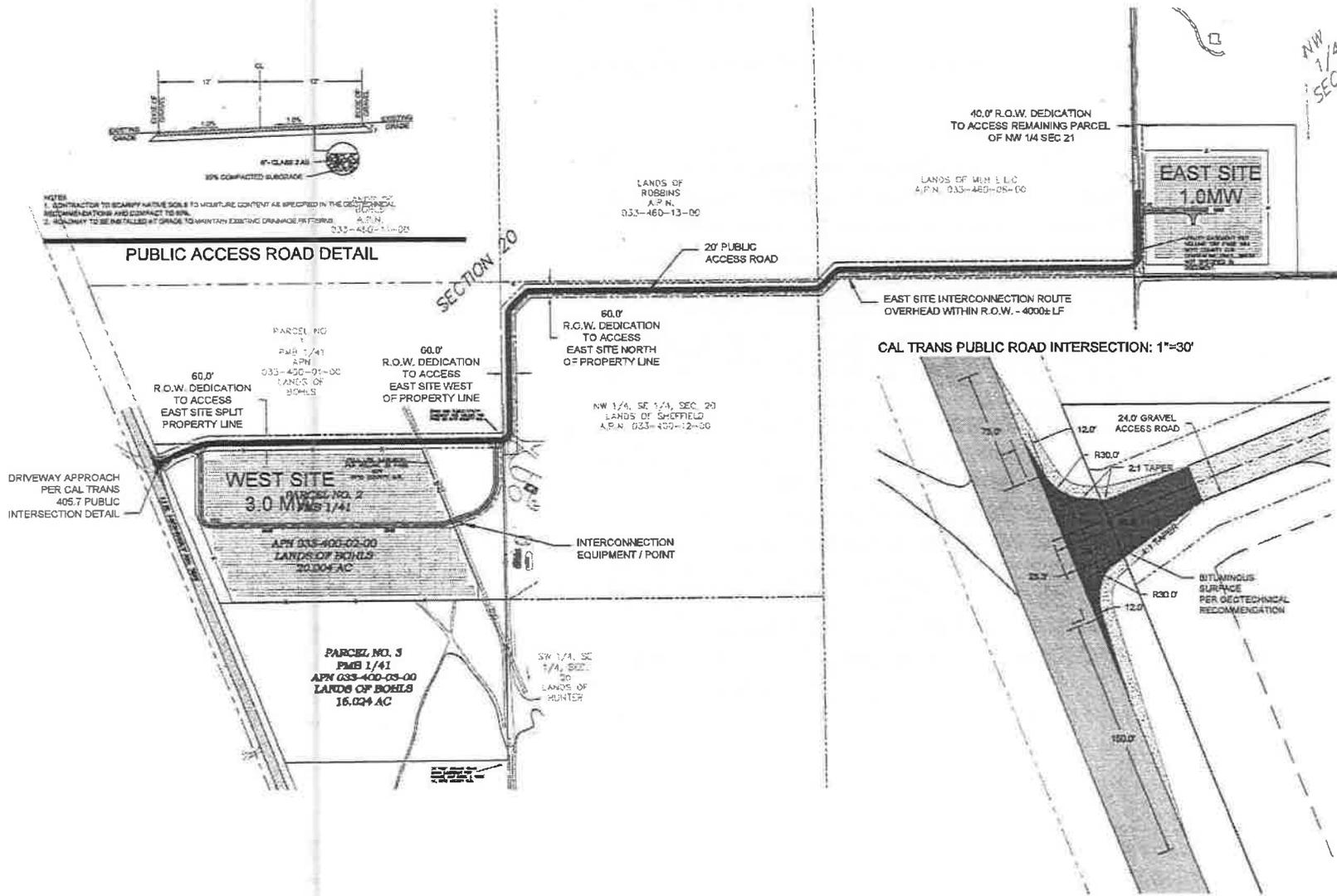
SURVEYOR REFERENCE DOCUMENTS:
 1 TENTATIVE PARCEL MAP 404 (PARCEL SPLIT)
 2 TENTATIVE PARCEL MAP 404 (R.O.W. DEDICATION)



REGISTRATION NO. _____
 LICENSE EXPIRES _____
 2014-2015 2017 2018 2019 2020 2021
 2022 2023 2024 2025 2026 2027 2028 2029 2030

ISSUED FOR PERMITS REVIEW

MUNRO VALLEY SOLAR
 Olancho, California
 Inyo County
COVER SHEET



GENERAL NOTES

1. BACKGROUND SURVEY INFORMATION FOR THIS PROJECT PROVIDED BY EASTERN REDDIA LAND SURVEYS, INC.
2. REFER TO BOUNDARY SURVEY FOR LOT BEARING, DIMENSIONS AND AREA.
3. REFER TO TENTATIVE PARCEL MAPS FOR SPECIFIC ROW INFORMATION.
4. ALL DIMENSIONS ARE TO EDGE OF GRAVEL, FENCE LINES AND PERPENDICULAR TO PROPERTY LINES UNLESS OTHERWISE NOTED.

LEGEND:

- EXISTING PROPERTY LINE
- - - PROPOSED ROW
- PROPOSED FENCE
- - - - - PROPOSED GRAVEL ACCESS ROAD
- PROPOSED INTERCONNECTION ROUTE

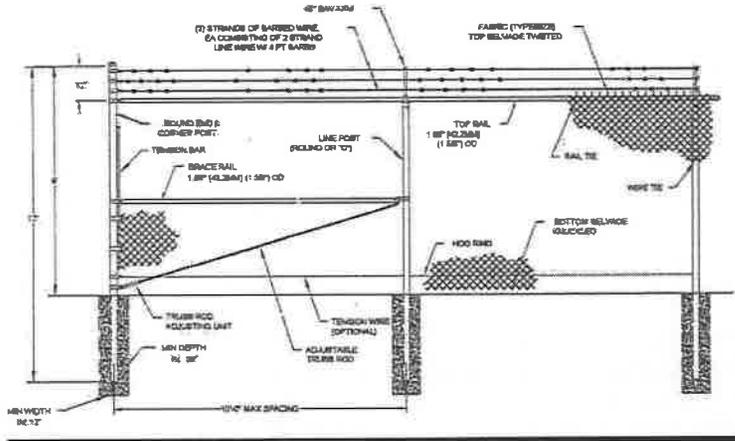


TECHNICAL
 SPECIAL CONDITIONS
 APPROVED FOR THE PROJECT
 DATE: 10/14/2014

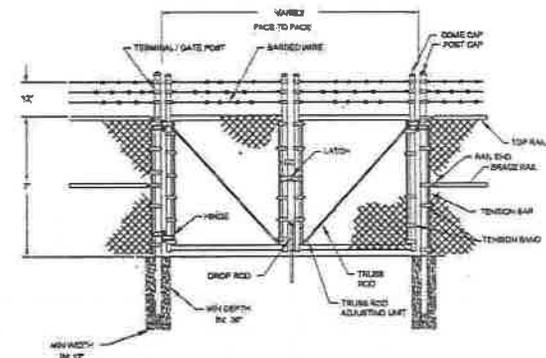
NEED FOR PLANNING PERMIT



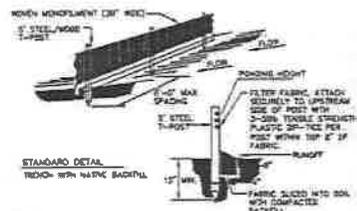
MUNRO VALLEY SOLAR
Olancho, California
Inyo County
OVERALL SITE PLAN



FENCE DETAIL

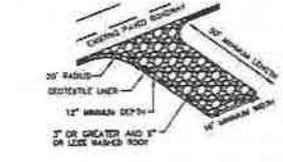


ACCESS GATE DETAIL



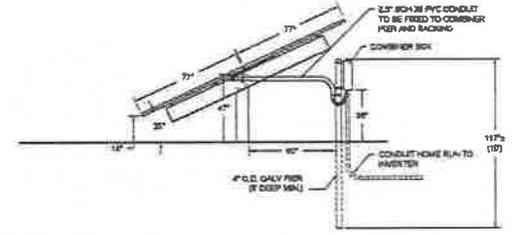
- NOTE:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN ACCUMULATED TO 1/3 THE HEIGHT OF THE FABRIC OR MORE.
 2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
 3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE FLOWING EFFICIENCY.
 4. ALL ENDS OF THE SILT FENCE SHALL BE WRAPPED UPSLOPE SO THE ELEVATION OF THE BOTTOM OF FABRIC IS HIGHER THAN "POUNDING HEIGHT".

SILT FENCE



NOTE:
ROCK CONSTRUCTION ENTRANCE SHOULD BE A MINIMUM THICKNESS OF 1'4\"/>

ROCK CONSTRUCTION ENTRANCE



COMBINER BOX MOUNTING / RACKING PROFILE DETAIL

TBD

INVERTER SKID FOUNDATION DESIGN

TBD

LE GRAND RACKING STRUCTURAL INFORMATION



REVISION LOG:
 01/17/24 - Update Manufacturer
 02/07/24 - Update Manufacturer
 02/14/24 - Update Manufacturer

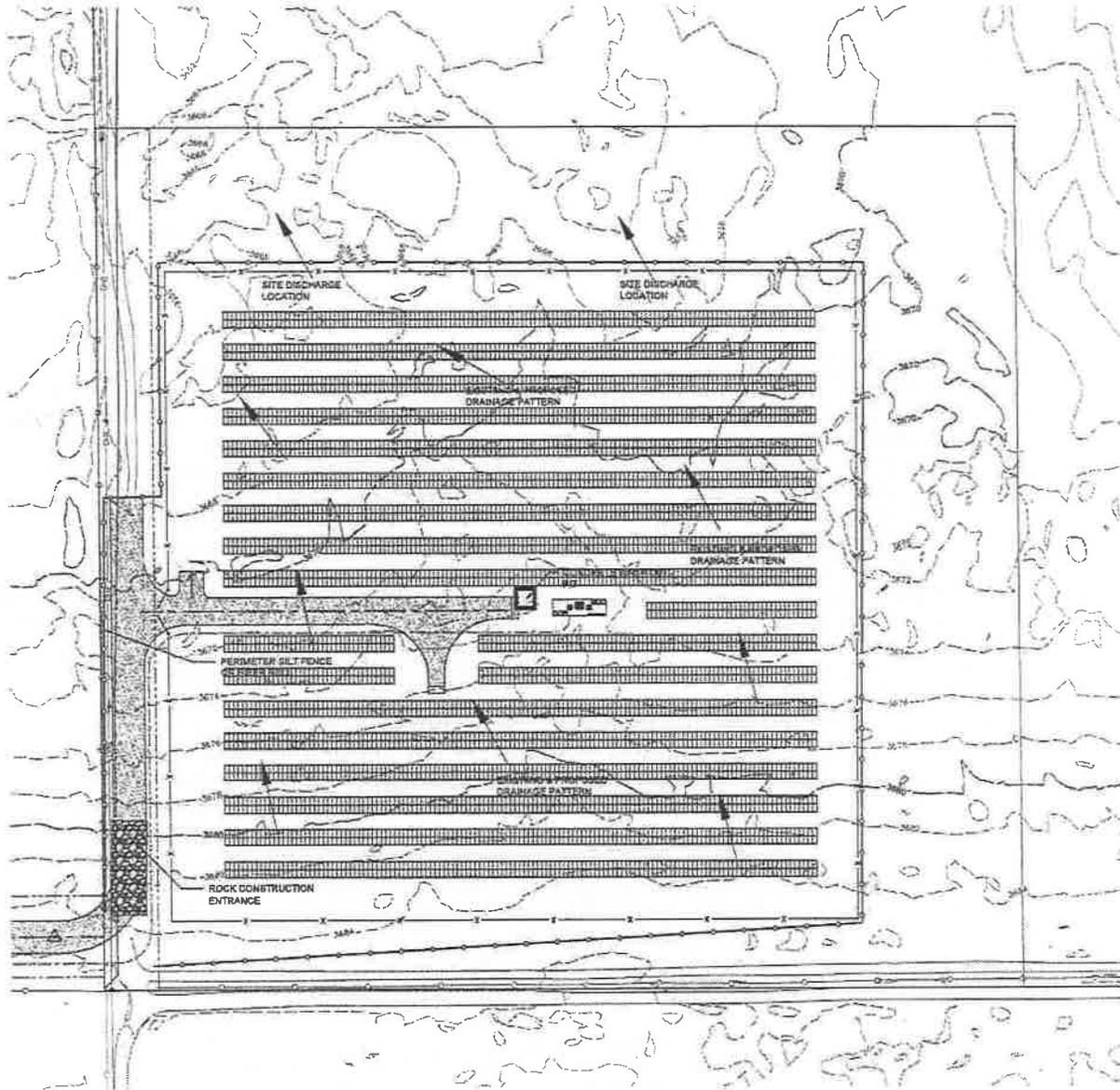
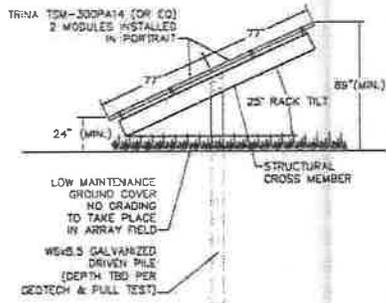
ISSUED FOR PLANNING REVIEW

MUNRO VALLEY SOLAR
 Olancho, California
 Inyo County
 CIVIL DETAILS

GRADING NOTES

TOPOGRAPHY PROVIDED BY VERTICAL MAPPING, LLC
 ACCESS ROADWAY TO FOLLOW EXISTING GRADE. CONTRACTOR TO REPAIR AND COMPACT PER GEOTECHNICAL RECOMMENDATION
 ALL EXCESS SPILLS OR WTE FROM TRENCHING SHALL BE SPREAD ON SITE TO MAINTAIN DRAINAGE PATTERNS ARE MAINTAINED

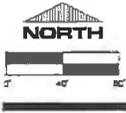
RACKING PROFILE



REVISION LOG

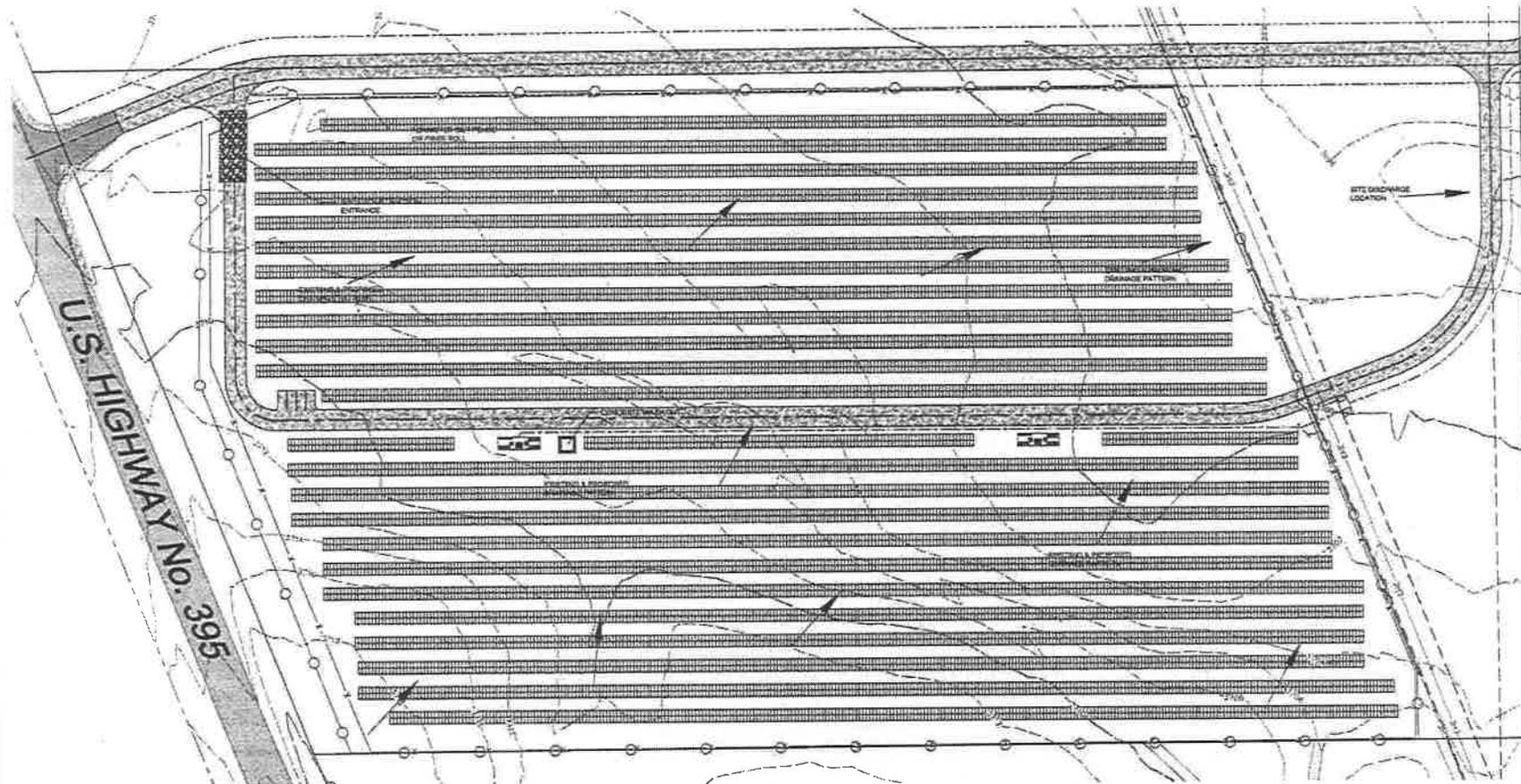
NO. 1	DATE	DESCRIPTION

ISSUED FOR PLANNING REVIEW



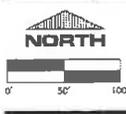
MUNRO VALLEY SOLAR
 Olancho, California
 Inyo County
EAST GRADING PLAN

Exhibit 2

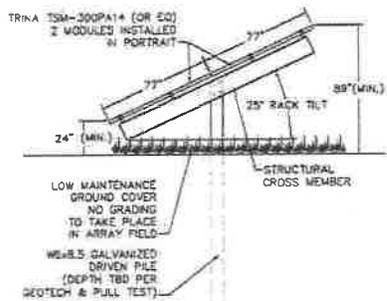


REVISION LOG:
 01/20/14 - Revised Foundation
 02/03/14 - Final Layout, Site Plan
 03/03/14 - Final EIR/CEQA/DRP

ISSUED FOR PLANNING REVIEW



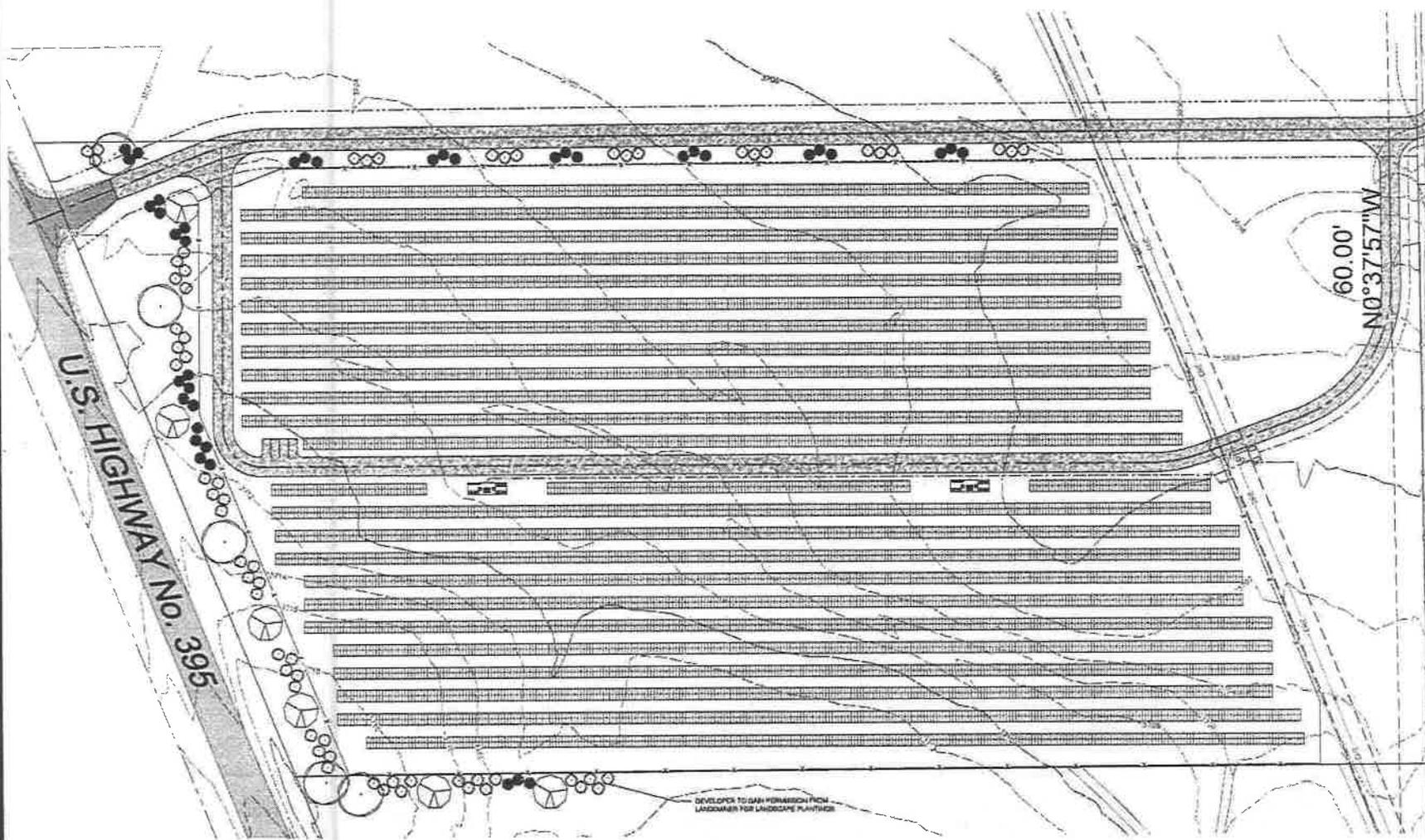
RACKING PROFILE



GRADING NOTES

TOPOGRAPHY PROVIDED BY VERTICAL MAPRIOL, LLC
 ACCESS ROADWAY TO FOLLOW EXISTING GRADE. CONTRACTOR TO SCARIFY AND COMPACT PER GEOTECHNICAL RECOMMENDATIONS.
 ALL EXCESS SPILLS ON SITE FROM TRENCHING SHALL BE SPREAD ON SITE SO EXISTING DRAINAGE PATTERNS ARE MAINTAINED.

MUNRO VALLEY SOLAR
 Olancho, California
 Inyo County
WEST GRADING PLAN



LANDSCAPING NOTES

LOCAL PLANT HARDINESS ZONE: 9B
 ALL PLANTS ARE SUBJECT TO TRIMMING FOR THE LIFE OF THE PROJECT TO
 ENSURE THAT NO SHADING OCCURS ON THE SOLAR MODULES



QUANTITY	SPECIES	PLANT SIZE @ PLANTING
88	PACIFIC WAX MYRTLE (MYRTICA CALIFORNICA)	18-24" H 18" W
1	VALLEY OAK (QUERCUS LOBATA)	15-20" H 20-30" W
40	MESA BUSH-STALLION (SARCOTHEMUM FASCICULATUM)	3-12" H 8" W
1	COAST LIVE OAK (QUERCUS AGRIFOLIA)	27-39" H 35" W



PERMISSION LOG
 [Blank table for recording permissions]

ISSUED FOR PLANNING REVIEW



MUNRO VALLEY SOLAR
 Olancho, California
 Inyo County
WEST LANDSCAPE PLAN

P.V. SYSTEM MARKING REQUIREMENTS:

COMPONENTS OF THE PHOTOVOLTAIC SYSTEM SHALL BE MARKED IN ACCORDANCE WITH ARTICLE 690 OF THE NATIONAL ELECTRICAL CODE.

NEC 690.10(A)
 PHOTOVOLTAIC SYSTEM CONDUCTORS SHALL BE IDENTIFIED AND GROUPED AS REQUIRED BY ARTICLE 690 THROUGH THE USE OF IDENTIFICATION. MARKING SHALL BE PERMITTED BY SEPARATE COLOR CODING, MARKING TAPE, TAGGING, OR OTHER APPROVED MEANS.

NEC 690.10(B)
 A WARNING LABEL SHALL APPEAR ON THE UTILITY-INTERACTIVE INVERTER OR BE AFFIXED BY THE INSTALLER NEAR THE GROUND-FAULT INDICATOR AT A VISIBLE LOCATION, STATING THE FOLLOWING:

WARNING
 ELECTRIC SHOCK HAZARD
 IN A GROUND FAULT IS INDICATED,
 NORMALLY GROUNDED CONDUCTORS
 MAY BE ENERGIZED AND ENERGIZED

NEC 690.10(C)
 EQUIPMENT SHALL BE CLEARLY MARKED WITH A LABEL AS FOLLOWS:

WARNING
 BIPOLAR PHOTOVOLTAIC ARRAY.
 DISCONNECTION OF NEUTRAL OR
 GROUNDED CONDUCTORS MAY RESULT IN
 OVERVOLTAGE ON ARRAY OR INVERTER.

NEC 690.10(D)
 PHOTOVOLTAIC SYSTEM DISCONNECTING MEANS SHALL BE PERMANENTLY MARKED TO IDENTIFY IT AS A PHOTOVOLTAIC SYSTEM DISCONNECT.

NEC 690.10(E)
 DISCONNECTING MEANS SHALL BE INSTALLED ON PV OUTPUT CIRCUITS. WHERE DISCONNECTING DEVICES (SWITCHES) MUST BE SERVICED THAT CANNOT BE SERVICED FROM ENERGIZED CIRCUITS, THE DISCONNECTING MEANS SHALL BE WITHIN SIGHT OF AND ACCESSIBLE TO THE LOCATION OF THE FUSE OR TERMINAL WITH SIZES, SIZES AND SPACING COMPLY WITH 400V RACKS. THE DISCONNECTING MEANS ARE LOCATED MORE THAN 150 CM FROM THE DISCONNECTING DEVICES. A DIRECTORY SHOWING THE LOCATION OF EACH DISCONNECTING MEANS SHALL BE INSTALLED AT THE DISCONNECTING DEVICES LOCATION. NON-ENERGIZED DISCONNECTING MEANS SHALL BE MARKED "DO NOT OPEN UNDER LOAD."

NEC 690.10(F)
 WHERE ALL TERMINALS OF THE DISCONNECTING MEANS MAY BE ENERGIZED IN THE OPEN POSITION, A WARNING SIGN SHALL BE MOUNTED ON OR ADJACENT TO THE DISCONNECTING MEANS. THE SIGN SHALL BE CLEARLY LEGIBLE AND HAVE THE FOLLOWING WORDS OR EQUIVALENT:

WARNING
 ELECTRIC SHOCK HAZARD.
 DO NOT TOUCH TERMINALS.
 TERMINALS ON BOTH LINE AND
 LOAD SIDES MAY BE ENERGIZED
 IN THE OPEN POSITION.

NEC 690.10(G)
 THE FOLLOWING MARKING METHODS AND ENCLOSURES THAT CONTAIN PV POWER SOURCE CONDUCTORS SHALL BE MARKED WITH THE WARNING PHOTOVOLTAIC POWER SOURCE BY MEANS OF PERMANENTLY AFFIXED LABELS OR OTHER APPROVED PERMANENT MARKING METHODS:
 (1) ENCLOSED RACKMOUNT CABLE TRAYS AND OTHER MARKING METHODS.
 (2) COVERS ON ENCLOSED OR PULL BOXES AND JUNCTION BOXES.
 (3) COVERED DEVICES IN WHICH ANY OF THE AVAILABLE CIRCUIT TERMINALS ARE EXPOSED.

NEC 690.10(H)
 PHOTOVOLTAIC SYSTEMS SHALL BE EITHER AS OF:
 (1) PHOTOVOLTAIC SYSTEMS SHALL BE IDENTIFIED WITHOUT HAZARD TO THE OPERATOR.
 (2) BE A TYPE THAT REQUIRES THE USE OF A TOOL TO OPEN AND MARKED "DO NOT DISCONNECT UNDER LOAD OR NOT FOR CURRENT INTERVENTION."

NEC 690.10(I)
 PHOTOVOLTAIC POWER SOURCE SHALL BE LABELED WITH THE FOLLOWING WARNING AT EACH JUNCTION BOX, CONDUIT BOX, DISCONNECT, AND SELECT WHERE APPLICABLE, UNLESS OTHERWISE SPECIFIED BY THE NATIONAL ELECTRICAL CODE:

WARNING
 ELECTRIC SHOCK HAZARD.
 THE DC CONDUCTORS OF THIS
 PHOTOVOLTAIC SYSTEM ARE UNGROUNDED
 AND MAY BE ENERGIZED

NEC 690.10(J)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(K)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(L)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(M)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(N)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(O)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(P)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(Q)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(R)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(S)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(T)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(U)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(V)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(W)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(X)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(Y)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

NEC 690.10(Z)
 PHOTOVOLTAIC SYSTEMS SHALL BE MARKED WITH IDENTIFICATION OF TERMINALS OR LEADS AS TO POLARITY, HAZARD, OVERCURRENT DEVICE RATING FOR DOUBLE PROTECTION, AND THE FOLLOWING: MARKING:
 (1) OVER-CURRENT DEVICE.
 (2) OPERATING VOLTAGE.
 (3) MAXIMUM PERMISSIBLE SYSTEM VOLTAGE.
 (4) OPERATING CURRENT.
 (5) SHORT-CIRCUIT CURRENT.
 (6) MAXIMUM POWER.

PHOTOVOLTAIC COMBINER BOX CB-XX-XXX

RATED MAX POWER-POINT CURRENT _____

RATED MAX POWER-POINT VOLTAGE _____

MAXIMUM SYSTEM VOLTAGE _____

SHORT CIRCUIT CURRENT _____

WARNING

ELECTRICAL SHOCK HAZARD

DO NOT TOUCH TERMINALS. TERMINALS ON BOTH LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION

DC VOLTAGE IS ALWAYS PRESENT WHEN SOLAR MODULES ARE EXPOSED TO SUNLIGHT

PHOTOVOLTAIC AC DISCONNECT SWITCH ACS-X

NOMINAL OPERATING AC VOLTAGE _____

NOMINAL OPERATING AC FREQUENCY _____

MAXIMUM AC POWER _____

MAXIMUM AC CURRENT _____

WARNING

ELECTRICAL SHOCK HAZARD

DO NOT TOUCH TERMINALS. TERMINALS ON BOTH LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION

PHOTOVOLTAIC DC DISCONNECT SWITCH DCS-X-XXX

RATED MAX POWER-POINT CURRENT _____

RATED MAX POWER-POINT VOLTAGE _____

MAXIMUM SYSTEM VOLTAGE _____

SHORT CIRCUIT CURRENT _____

WARNING

ELECTRICAL SHOCK HAZARD

DO NOT TOUCH TERMINALS. TERMINALS ON BOTH LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION

DC VOLTAGE IS ALWAYS PRESENT WHEN SOLAR MODULES ARE EXPOSED TO SUNLIGHT

PHOTOVOLTAIC INVERTER INV-X

NOMINAL OPERATING AC VOLTAGE _____

NOMINAL OPERATING AC FREQUENCY _____

MAXIMUM AC POWER _____

MAXIMUM AC CURRENT _____

WARNING

ELECTRICAL SHOCK HAZARD

IF A GROUND FAULT IS INDICATED, NORMALLY GROUNDED CONDUCTORS MAY BE ENERGIZED

WARNING

ELECTRICAL SHOCK HAZARD

DO NOT TOUCH TERMINALS. TERMINALS ON BOTH LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION

WARNING

BIPOLAR PHOTOVOLTAIC ARRAY. DISCONNECTION OF NEUTRAL OR GROUNDED CONDUCTORS MAY RESULT IN OVERVOLTAGE ON ARRAY OR INVERTER.

MAIN PV SYSTEM DISCONNECT

NOMINAL OPERATING AC VOLTAGE _____

NOMINAL OPERATING AC FREQUENCY _____

MAXIMUM AC POWER _____

MAXIMUM AC CURRENT _____

PHOTOVOLTAIC POWER SOURCE

PHOTOVOLTAIC ARRAY

WARNING

ELECTRICAL SHOCK HAZARD

AUTHORIZED PERSONNEL ONLY

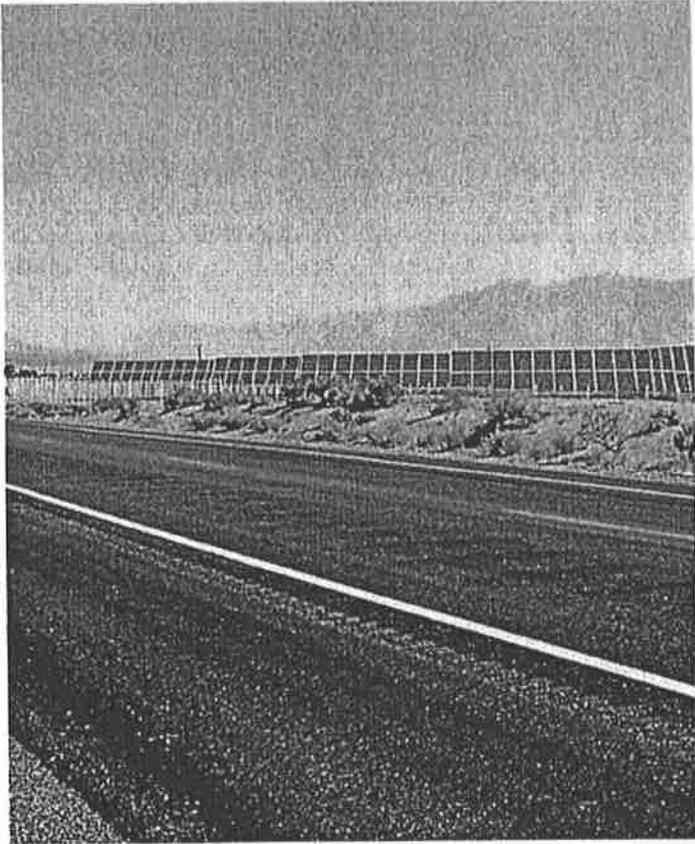


REVISION LOG

FOR INFORMATION ONLY

MUNRO VALLEY SOLAR
 Olancho, California
 Inyo County
 ELECTRICAL LABELING
 DETAIL

Attachment 6:
Decommissioning Plan



MUNRO VALLEY SOLAR
HIGHWAY 395
OLANCHA, CA 93549

DECOMMISSIONING PLAN

PROJECT OWNER AND APPLICANT
Munro Valley Solar, LLC
222 South 9th Street
Suite 1600
Minneapolis, MN 55402

TABLE OF CONTENTS

1.0 PROJECT DESCRIPTION.....2

2.0 PROJECT AS-BUILTS.....2

3.0 POST CONSTRUCTION VEGETATION MONITORING AND REPORTING.....2

4.0 DECOMMISSIONING PREPARATION.....4

5.0 DECOMMISSIONING PROCESS.....4

6.0 REVEGETATION.....4

7.0 DECOMMISSIONING DURING CONSTRUCTION (ABANDONMENT OF PROJECT).....6

8.0 DECOMMISSIONING DUE TO NON-PRODUCTION.....6

9.0 DECOMMISSIONING SCHEDULE.....6

10.0 DECOMMISSIONING COST.....7

11.0 FINANCIAL ASSURANCES.....7

FIGURE 1 – LOCATION MAP.....8

FIGURE 2 – SITE PLAN.....9

FIGURE 3 – DECOMMISSIONING SCHEDULE.....10

FIGURE 4 –DECOMMISSIONING COST.....11

1.0 PROJECT DESCRIPTION

Munro Valley Solar, LLC ("MVS") proposes to construct both the Munro Valley West Solar Project (MV West) and the Munro Valley East Solar Project (MV East), collectively referred to in this decommissioning plan as "the Project" or "Project Sites" (Figure 1 – Location Map). The Project consists of solar photovoltaic (PV) facilities generally located southwest from the community of Olancho, in unincorporated Inyo County (Figure 1). MV West is a 3 megawatt (MWac) Project utilizing an array of 12,960 - 300 watt PV modules installed on ground mounted fixed-tilt supports. An underground electric cable will carry produced electricity to the northeast corner of the Project Site, where it will continue on above ground facilities and interconnect with an overhead Los Angeles Department of Water and Power (LADWP) 34.5 kV utility distribution circuit. MV West is located on 20.02 acre (ac) Assessor's Parcel Number (APN) 033-400-02-00 and would comprise a Project footprint of approximately 20 ac. MV East is a 1 MWac Project that would be constructed with an array of 4,320 - 300 watt PV modules on a ground mounted fixed-tilt supports. Produced power from MV East will be transported via an overhead or underground electrical utility line to the point of interconnection with an LADWP utility distribution circuit approximately 4,300 feet (ft), to the west. MV East is located on the 160 ac APN 033-060-19-00 and proposes a Project footprint of approximately 10.03 ac (Figure 2).

Both Projects are generally located southeast of the intersection of US Highway 395 (US 395) and State Route 190 (SR 190). MV West is located within the land use planning boundary for the community of Olancho, is within the County's Rural Residential (5 ac minimum) Zone District, and is designated Rural Estate by the Inyo County General Plan. MV West is located immediately to the east of US 395, approximately 0.26 miles (mi) north of Walker Creek Road. MV East is within the Open Space (40 ac minimum) Zone District, and is designated as Rural Protection by the Inyo County General Plan. MV East is located approximately 0.58 mi east of the Community of Olancho and approximately 0.17 mi south of Fall Road.

The County of Inyo (COUNTY) has issued a Renewable Energy Development Permit for the Project ("Permit").

2.0 PROJECT AS-BUILTS

The contractor and engineer will document during construction of the original facility As-Built drawings. These documents will be prepared and inserted to the decommissioning plan upon completion of construction of the project.

3.0 POST CONSTRUCTION VEGETATION MONITORING AND REPORTING

In Assessor Parcel Numbers (APN) 033-400-02 and 033-060-19, vegetation on the site will be evaluated before construction, during operation, and at the completion of activities described in section 5 of this Plan.

Before construction, vegetative cover will be quantified from aerial photos and from on-the-ground vegetation transects. The aerial extent of vegetation quantified from aerial photography and vegetation

cover established by permanent on the ground vegetation transects will be used to establish pre-project baseline vegetation conditions. The pre-project baseline vegetation conditions will be used to compare vegetation conditions and to evaluate the need for revegetation following the commencement of Project operation and when the Project is decommissioned.

Prior to the commencement of construction of the Project, MVS, with approval from the County, shall establish vegetation transects as provided herein. The line intercept method will be employed to quantify canopy cover for each transect and for the site average (e.g. Mitchell and Hughes 1995). Line intercept is appropriate for sampling shrubs where canopies are well delineated, such as those in desert communities (Cook and Bonham 1977). At the MV West Site, 25 transects will be permanently marked. At the 10-acre MV East Site, 8 transects will be permanently marked. A systematic-random sampling scheme will be employed to ensure adequate spatial dispersion within the site. The orientation of 25-m transects will parallel panel-corridors to ensure adequate access to perform transects.

The transect start and end points will be permanently marked with rebar or other permanent fixture to ensure repeatability of the transect location to measure change in vegetation due to cutting and post-cutting regeneration. A photo at each start and end point will be taken oriented into the center of each transect and archived with the transect data.

The line intercept sampling procedure entails recording new start and end locations by each species bisected by the tape line (Figure 1). The portion of a shrub underneath the canopy of a larger shrub is not recorded, owing to potential overestimation of total cover (Chambers and Brown 1983). New start and end points are recorded within an individual crown if a break in live vegetation is greater than 10 cm (Boyd et al. 2007). For summarization, proportion of live vegetation cover is computed as the total distance of vegetation that intersects the transect, divided by the length of the transect.

Prior to the commencement of construction of the Project, MVS and the County shall establish the vegetation transects. The transect data combined with data from aerial photography of the Property will be used by MVS and the County to establish the baseline aerial extent of vegetation and the baseline vegetation cover on the Property.

Following completion of Project construction, vegetation monitoring will be conducted once in each year, approximate in time to the summer solstice, until the revegetation target value described below is reached or exceeded on the affected area or areas of the Project Sites. Once the revegetation target value is reached or exceeded, vegetation monitoring will be conducted once every five years and at the completion of activities described in section 5 of this Plan.

The pre-construction and post-construction vegetation monitoring will be conducted by a qualified consultant acceptable to the County and hired by MVS. The monitoring results will be promptly reported to the County.

4.0 DECOMMISSIONING PREPARATION

The goal of this Plan is to restore the Project Sites to pre-project conditions; however, prior to the commencement of decommissioning MVS will consult with the landowner to identify the extent and type of work to be completed. Some project infrastructure or elements thereof such as the access road, and/or landscaping may be left in place upon request of the MVS and approval by the COUNTY.

Jurisdictional authorities and the utility will be contacted, to identify the decommissioning process is proceeding, this document and the current schedule will be provided by the removal contractor. All dismantling, removal, recycling and disposal of materials will comply with local rules, regulations and prevailing laws at the time of decommissioning using approved disposal or recycling sites.

During decommissioning of the Project, erosion and sediment control BMP's will be implemented to minimize potential for sedimentation of surface waters and waters of the state. The BMP's used should meet the specifications contained within the current Editions of the State and County storm water regulatory authorities. The decommissioning team will review the permitting requirements at the time of decommissioning and obtain the necessary permits which may include National Pollutant Discharge Elimination System (NPDES) permitting.

Appropriate temporary (construction-related) erosion and sedimentation control best management practices (BMP) will be implemented during the decommissioning phase of the project. The BMPs will be installed to current regulatory standards at the time of decommissioning and permitting for soil and erosion control will be obtained.

Prior to the commencement of any work the PV facility shall be disconnected from the utility power grid and all on site equipment shall be switched to the off position, including but not limited to the following equipment as referred to in the facility's electrical plan.

- a. Utility interconnection switchgear
- b. AC disconnect switches, eight (8) quantity
- c. Inverters, eight (8) quantity
- d. DC disconnect switches, eight (8) quantity
- e. String Combiner Boxes

NOTE: Per contract, LADWP has the ability to disconnect solar array from the local power grid for emergency purposes.

5.0 DECOMMISSIONING PROCESS

1. PV modules shall be mechanically disconnected, removed from racking, inspected for physical damage and tested for functionality. Functioning modules shall be packed and stored for reuse. Non- functioning modules packed and palletized and sent to the manufacturer or a third party qualified PV module waste recycler.

2. Site aboveground and underground electrical interconnection and distribution cables shall be removed and recycled. The wiring is either copper or aluminum (depending on the function/location) encapsulated in an insulating plastic material. Underground wire is either installed in conduit or a direct burial jacketed cable (typically aluminum).
 - a. Underground wire will be removed by excavating the original trenches in which the wire was installed. Conduits if any will also be removed.
 - b. Aboveground wire is primarily attached via plastic clips to the racking system and can be removed by hand with simple tools.
3. PV module racking materials shall be removed off-site and recycled with an approved metal recycling facility. Removal of the racking and mechanical components straightforward, as the primary method of construction is via screws, clips, nuts, and bolts.
4. Racking support piers are mechanically driven galvanized "I" beams in varying sizes. All subsurface projections will be removed with heavy construction equipment. These methods will typically be by excavation or vibratory extraction. All support piers shall be recycled off site.
5. The sites inverter skid containing electrical and electronic devices, including transformers and inverters shall be removed and recycled off-site by an approved recycler.
6. Concrete foundations for the skid shall be removed similarly to the racking piers and recycled off-site by a concrete recycler.
7. Perimeter fencing shall be removed and recycled off-site by an approved recycler. All subsurface projections will be removed and recycled.
8. The projects interior 6" gravel access roads shall be removed. The topsoil along the access road will be stripped and stockpiled in a windrow along the road. The road base materials will be removed by bulldozer and backhoe and hauled off site using dump trucks from the project area to be recycled or disposed at an off-site facility. If geotextile fabric is utilized under the aggregate base, it will be recycled if recoverable or disposed of in a landfill off site. Following removal, topsoil will be reapplied and graded to match surrounding grade to promote existing drainage patterns. The topsoil will be de-compacted to a minimum depth of 18 inches and tilled to a farmable condition or re-vegetated depending upon location and land use at the time of decommissioning.
9. Following the removal of the electric generation equipment and access roadways minor site grading and backfilling will be required to maintain existing drainage patterns. Soil used for earthwork on site shall have identical properties. All disturbed areas shall be seeded in accordance with the sites erosion control permit.
10. Perimeter landscaping around the array may remain or be removed at the landowners digression.

6.0 REVEGETATION.

Should the results of the vegetation monitoring show that five years after the completion of Project construction, or that at any time thereafter before the decommissioning of the Project, or show, at the time of the completion of activities described in section 5 of this Plan, that vegetation cover consisting of the baseline species is statistically lower than the baseline vegetation cover, evaluated with a paired

t-test, MVS shall revegetate the affected area with plant species documented during baseline monitoring and shall monitor the vegetation conditions in the affected area until the revegetation target level has been met. The affected areas to be revegetated should be evident from the transect cover representing the area and will be determined by COUNTY in consultation with MVS. The revegetation target level shall be deemed to have been met when canopy cover is not statistically different from the baseline year given an alpha level of 0.05.

Upon request to the County Planning Commission by MVS and/or the County, should the County Planning Commission find that: (a) the size of the area to be revegetated should be modified; (b) that due to circumstances beyond the control of MVS (such as drought), it has not been possible to revegetate an area to the required percentage of base year vegetation cover and species, or (c) that there is good cause for waiving or modifying the revegetation requirement, the Planning Commission may take such action as it deems appropriate. A decision by the Planning Commission may be appealed to the Board of Supervisors. A disagreement over whether (a) the size of the area to be revegetated should be modified, (b) that due to circumstances beyond the control of DEVELOPER, it has not been possible to revegetate an area to the required percentage of base year vegetation cover and species, or (c) whether good cause exists for waiving or modifying the revegetation requirement, shall be subject to dispute resolution as provided in Paragraph 13.

7.0 DECOMMISSIONING DURING CONSTRUCTION (ABANDONMENT OF PROJECT)

In case of abandonment of the project during construction, the same decommissioning procedures as for decommissioning after the expiration of the 45 year useful life of the Projects will be undertaken. The same decommissioning and restoration program will be honored, in as far as construction proceeded before abandonment. The facility will be dismantled, materials removed and recycled and if necessary, all or a portion of the Project Sites revegetated. Soil disturbances will be restored and existing drainage patterns shall remain.

8.0 DECOMMISSIONING DUE TO NON-PRODUCTION

Upon the end of the actual useful life of the Project (a one year continuous period when the Project has not produced and sold energy), unless another project has been approved by Inyo County for the reuse of the properties upon which the Project is located, MVS shall comply with this Decommissioning Plan. Further, upon the happening of such events in this section, the Decommissioning Plan shall automatically become effective and enforceable by Inyo County and shall remain enforceable by Inyo County until completion of all of MVS's dues and obligations to the reasonable satisfaction of Inyo County

9.0 DECOMMISSIONING SCHEDULE

Beginning at permitting, the decommissioning timeline for the project is estimated to be 90 days. If MVS has not fully implemented the Decommissioning Plan within 9 months of the commencement date of the implementation of the plan, Inyo County reserves the right to enter upon the Property for purposes

of effectuating the Decommissioning Plan and to use the funds secured under Section 11 of this Plan to fully implement the Decommissioning Plan. **Figure 3** represents a detailed schedule.

10.0 DECOMMISSIONING COST

Decommissioning costs have been estimated based on the net cost of executing the Decommissioning Plan. There are several components on site that present a value that will immediately be recovered from recycled scrap materials. **Figure 4** represents the line item removal and recycling values.

11.0 FINANCIAL ASSURANCES

Munro Valley Solar proposes to deposit cash, in an amount equal to \$160,500.00 ("Decommissioning Deposit") with Inyo County in an escrow account. This will provide financial assurance that in the event the facility is abandoned that there will be sufficient funds available to remove the facility. The Decommissioning Deposit is subject to adjustment according to Section 10 (c) of the Renewable Energy Development Permit.

FIGURE 1 – LOCATION MAP

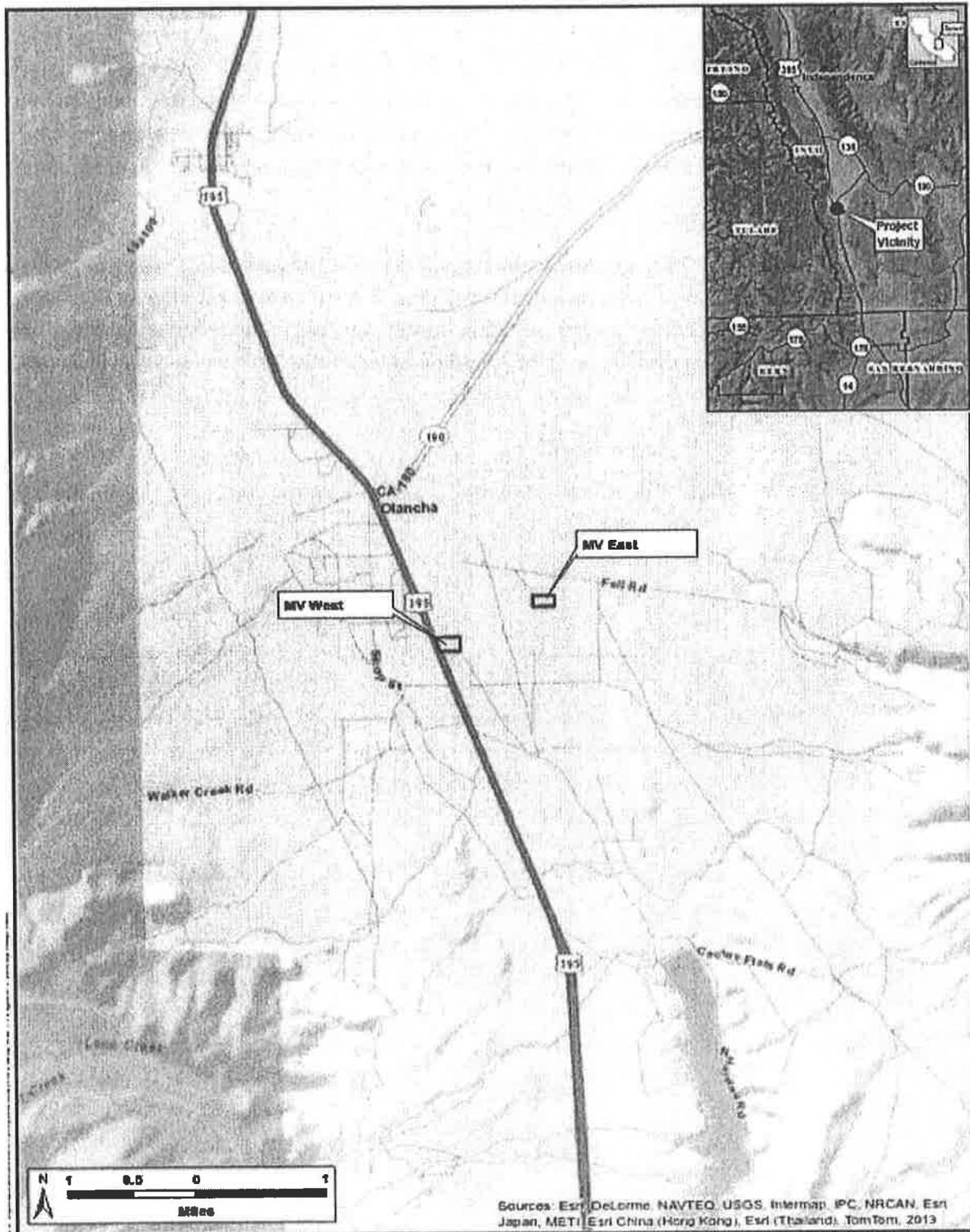
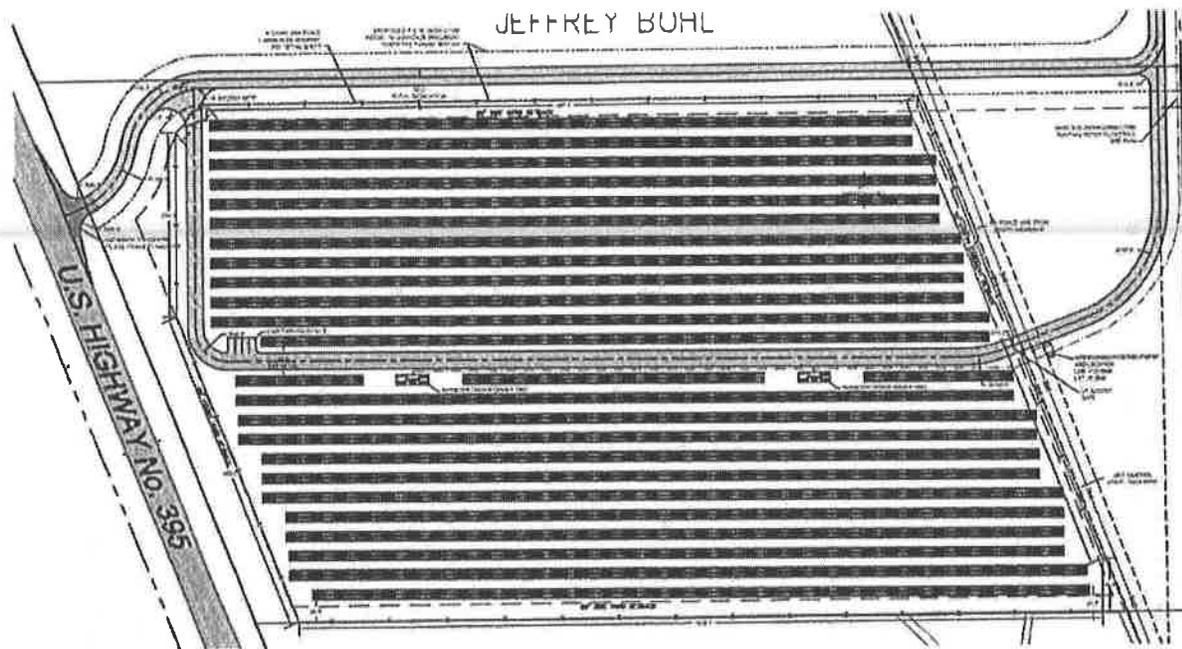


FIGURE 2 – SITE PLAN

Munro Valley West (MV West)



Munro Valley East (MV East)

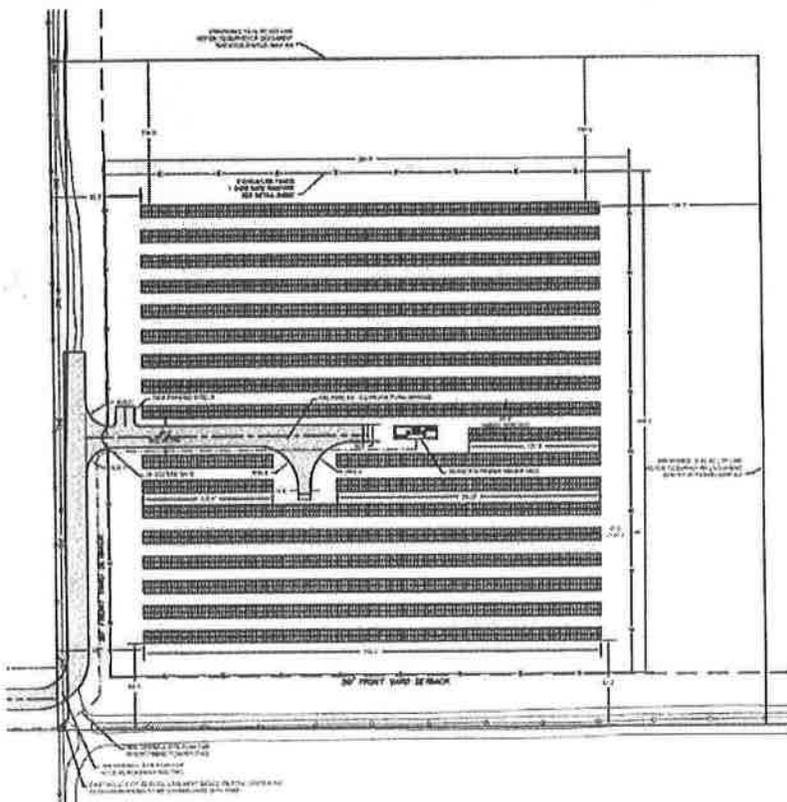


FIGURE 4

MUNRO VALLEY SOLAR
 HWY 395
 OLANCHA, CA

System Size =	MW AC	4.0
Total Site =	AC	30.0
Development Footprint =	AC	20.3
Remaining Site Area =	AC	9.8



DECOMMISSIONING BID TABULATION

CONTRACTOR FEES

Unit	Estimated Quantity	Labor Cost	Material Recycle Value/(Cost)	Net Cost	Notes
LS	1	\$ 7,500.00	\$ -	\$ 7,500.00	
LF	2,800	\$ 3.00	\$ -	\$ 8,400.00	
LS	1	\$ 25,000.00	\$ -	\$ 25,000.00	
EA	1	\$ 3,000.00	\$ -	\$ 3,000.00	
LS	1	\$ 3,000.00	\$ -	\$ 3,000.00	
				\$ 46,900.00	

SITWORK REMOVALS

SF	44,527	\$ 0.50	\$ -	\$ 22,263.50	\$0.5 Per SF to remove and dispose of 6" gravel access roads
LS	3	\$ 5,000.00	\$ -	\$ 15,000.00	
LF	5,250	\$ 0.50	\$ -	\$ 2,625.00	\$0.5 Per LF to remove and recycle chain link fence
				\$ 39,888.50	

RACKING REMOVAL

EA	2,220	\$ 6.00	\$ 20,238.08	\$ (6,918.08)	Assumes \$165 per Ton & (\$6 per pier removal / 7 per hour crew rate)
LS	1	\$ 9,600.00	\$ 36,465.00	\$ (26,865.00)	Assumes 1 week racking teardown w/ 6 - 2 man Labor Crews
				\$ (33,783.08)	

SOLAR MODULE REMOVAL

LS	2	\$ 19,200.00	\$ (25,990.00)	\$ 64,390.00	Assumes 2 week module removal with 6 - 2 man labor crews. Module cost to remove (25,990.00) value determined by CA recycler
				\$ 64,390.00	

AC & DC WIRING REMOVAL

LS	2	\$ 19,200.00	\$ 51,500.00	\$ (13,100.00)	Assumes 2 week site wire removal w/ 6 - 2 man Labor Crews. Wire Values based on estimated tonnage from comparable projects.
LS	1	\$ 5,600.00	\$ 2,000.00	\$ 3,600.00	
				\$ (9,500.00)	

INVERTER REMOVAL

LS	1	\$ 4,200.00	\$ 13,500.00	\$ (9,300.00)	Labor for skid dismantle and site removal. Material value based on Steel, Aluminum & Copper recycling values.
				\$ (9,300.00)	

TOTAL DECOMMISSIONING

\$ 98,595.43

Notes:

Material values based on Raw Recycling; This estimate is conservative, for the salvage and reuse value of the items could warrant reuse, given life expectancy.

Labor values based on 10/2013 estimates: 2 Man Crew \$40 per Hour

Recycle values are per ton and are based on 10/2013 Values: Steel = \$165; Aluminum = \$300; Copper = \$400

Exhibit 2

Exhibit 2

Attachment 7:
Tentative Parcel Map #404

Attachment 8:

Tentative Parcel Map #405

**Attachment 9:
Visual Simulations**

Munro Valley Solar Energy Facility

Existing

Key Observation Point:
5/16/2013 • 2:53 PM • LAT: 36.224667° LONG: -118.045000°

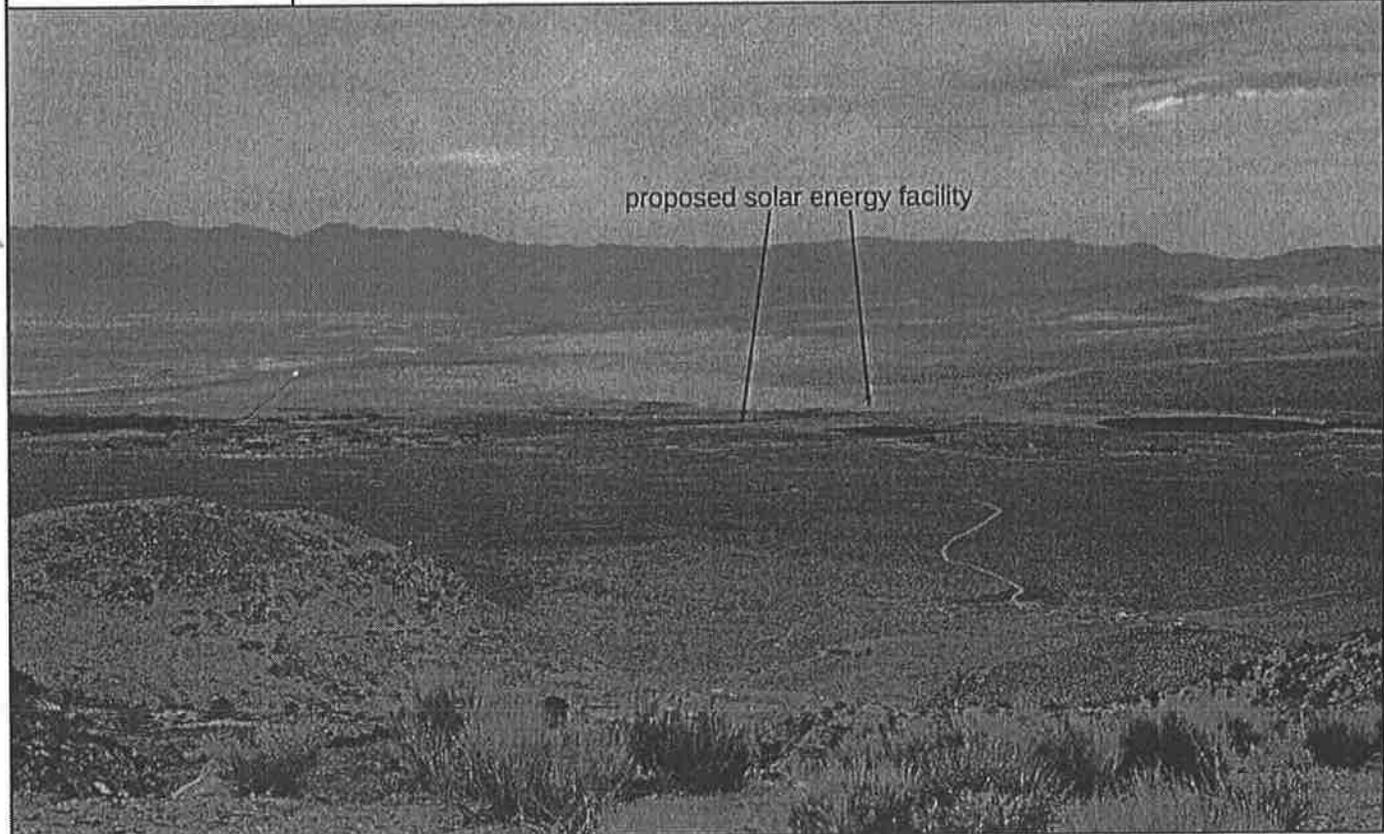
#1



Proposed

*Photo simulation of the proposed solar facility
as seen looking northeast from just off of Sage Flats Road*

WW WW Design & Consulting, Inc.
1854 Cardellero Court
Walnut Creek, CA 94598
info@photosims.com



Munro Valley Solar Energy Facility

Existing

Key Observation Point:
8/13/2013 • 9:45 AM • LAT: 36.265612° LONG: -117.998223°

#2



Proposed

*Photo simulation of the proposed solar facility
as seen looking southeast from US 395*



WW Design & Consulting, Inc.
1654 Candefero Court
Walnut Creek, CA 94598
info@photosims.com

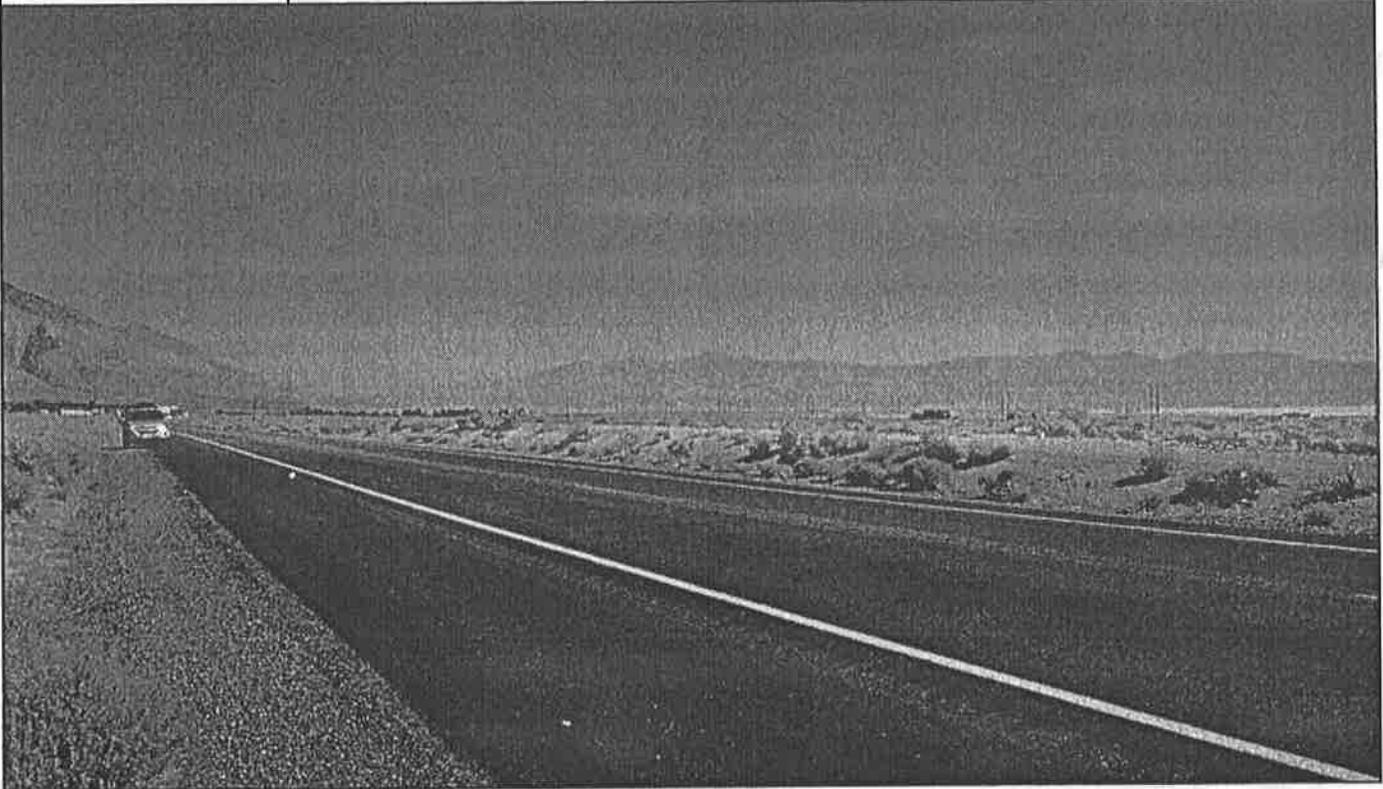


Munro Valley Solar Energy Facility

Existing

Key Observation Point:
8/13/2013 • 9:56 AM • LAT: 36.263250° LONG: -117.997095°

#3



Proposed

*Photo simulation of the proposed solar facility
as seen looking northeast from US 395*

WW WW Design & Consulting, Inc.
1884 Candellero Court
Walnut Creek, CA 94598
info@photo/ms.com



Munro Valley Solar Energy Facility

Existing

Key Observation Point:
8/13/2013 • 9:38 AM • LAT: 36.268344° LONG: -117.999618°

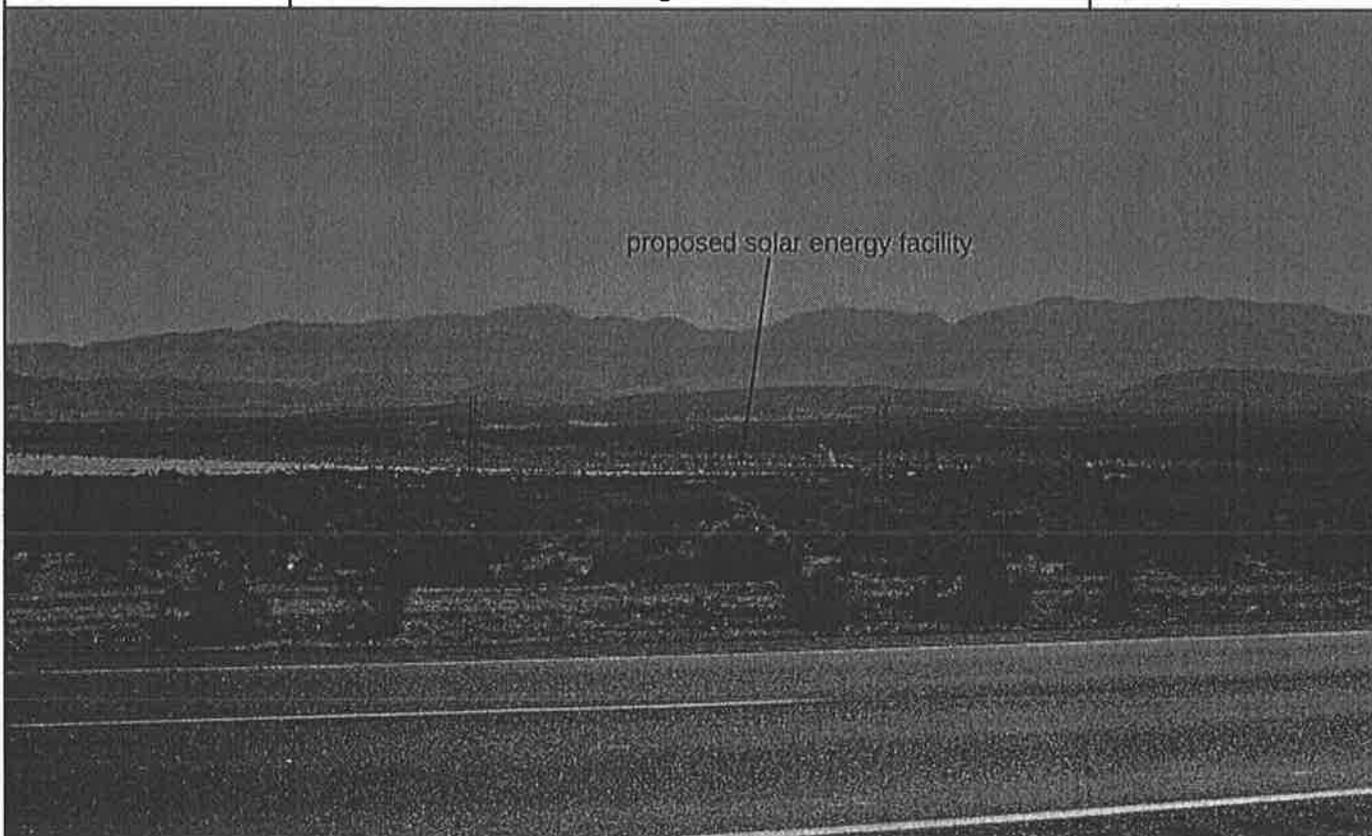
#4



Proposed

*Photo simulation of the proposed solar facility
as seen looking east from US 395*

WW WW Design & Consulting, Inc.
1054 Candellero Court
Walnut Creek, CA 94598
Info@photoims.com



Attachment 10:
Access Easement Agreements



United States Department of the Interior
BUREAU OF LAND MANAGEMENT

Ridgecrest Field Office
300 S. Richmond Road
Ridgecrest, CA 93555
www.blm.gov/ca/ridgecrest



IN REPLY REFER TO:
(I.LCAD05000)
2880 (P)
CACA-055068

MAR 16 2014

CERTIFIED - RETURN RECEIPT REQUESTED: 7011 0470 0002 7113 9836

DECISION

Munro Valley Solar, LLC
222 S. 9th Street, Suite 1600
Minneapolis, MN 55402-3382

Right-of-
CACA 055068

Processing Category Determined

On December 1, 2013, you filed an application for a right-of-way to construct a road across public land. The following public lands are affected by your application:

T.19S., R. 37E., Section 20, NESE

We assigned serial number CACA-055068 to your application. Please refer to that number in all future correspondence relating to this project.

We requested additional information regarding the construction of the road for this proposed project and did an onsite. You responded to our office with the requested information has been received.

Processing Fee Category

According to Federal regulations contained in 43 CFR 2804.14, BLM is required to be reimbursed for the costs incurred in processing a right-of-way application. We have determined that the appropriate processing category for your application is Category 4. The nonrefundable processing fee for a Category 4 is **\$1,124.00**. If we do not receive this amount within 30 days, we may reject your application.

We will begin processing your right-of-way application once we have received your processing fee. Our goal is to process your application in 60 days or less. We will notify you within the first 30 days of the initial processing period if we cannot meet this goal and provide you with our best estimate as to when we will complete the work on your application.

Exhibit 2

Other Fees

If we decide to issue the grant, you will be assessed monitoring fees based on the estimated number of hours required to monitor your activities allowed under the grant. You will also be charged rent for the use of public land based on 1) the acreage involved, and 2) the type of granted use. The website below contains additional information on monitoring fees and rent.

Additional Information

Please coordinate with the Ridgecrest Field Office Staff: Donald Storm for cultural clearance and Shelly Ellis wildlife concerns.

Please be aware that you may not legally carry out any proposed activities on public lands managed by BLM until you have received an authorized grant from our office. For more information regarding BLM's right-of-way regulations and cost recovery fees, please refer to the following website:

<http://www.blm.gov/nhp/what/lands/realty/rowcr/>

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition (request) pursuant to regulations 43 CFR 2801.10 or 2881.10 for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and

Exhibit 2

(4) Whether the public interest favors granting the stay.

If you have any questions regarding your right-of-way application or the fees connected with it, please contact Paul Rodriquez at (760) 384 5455.

Sincerely,



Carol B. Symons
Field Manager

Enclosure:
Form 1842-1

Inyo-Mono Title
53400-50



INYO, County Recorder
KAMMI FOOTE Co Recorder Office
DOC- 2014-0000708-00
Acct 50-INYO-MONO TITLE CO
Thursday, APR 03, 2014 11:12:27

Recording Requested By
PLH, LLC

AND WHEN RECORDED MAIL DOCUMENT TO:
PLH, LLC
222 B 9th St, Suite 1800
Minneapolis, MN 55402

(Space above this line for Recorder's use only)

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("AGREEMENT") is made between Tony Polk, an unmarried man ("Lender") and PLH, LLC, an Indiana limited liability company ("Easement Holder").

RECITALS:

- A. The Lender entered into a Deed of Trust with Billy Sheffield, a single man and Anita Griffin, an unmarried woman, as joint tenants (collectively the "Borrower"), to secure an indebtedness, evidenced by Borrower's note ("Note"), dated November 6, 2008, in the principal sum of \$98,000, and which Deed of Trust was recorded in the Official Records of Inyo County as Instrument No. 2008-0004284 ("Deed of Trust").
- B. The Deed of Trust created a lien on certain real property owned by Borrower in Inyo County, State of California, more particularly described in the Exhibit "A", attached here to and made a part of this Agreement by reference (the "Property").
- C. The Borrower has agreed to grant an Electric Distribution and Road Easement ("Easement") to the Easement Holder, restricting use of a portion of the Property thereof. It is anticipated that the Borrower and Easement Holder will execute the Easement on or before March 28, 2014. A copy of the Easement has been provided to the Lender and is attached as Exhibit "B" and incorporated by this reference.
- D. The Lender is willing to subordinate the Deed of Trust to the provisions of the Easement in order to facilitate execution of the Easement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Lender and Easement Holder agree as follows:

- 1. The Deed of Trust and all of the Lender's rights, interests, claims and remedies under the Deed of Trust and the Note between Borrower and Lender shall be subordinate to the Easement and the rights of the Easement Holder to enforce the terms and conditions of the Easement, with the same force and effect as if the Easement had been executed and recorded prior to the execution and recording of the Deed of Trust and any loan agreement.

CONFIRMED COPY

Exhibit 2

Document Date:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS

On MARCH 25 2014, before me, JUDITH A. KIEFER, Notary Public
personally appeared TONY POLK

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Judith A. Kiefer

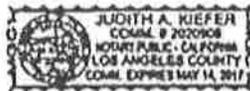


Exhibit 2

EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

Parcel 2 as shown on that certain record of survey, in the County of Inyo, State of California, recorded in Book 11, Page 87 of Record of Survey Maps, in the Office of the county Recorder of said County.

Together with an easement for road purposes over the south 30 feet and the east 30 feet of Parcel 1 as shown on the record of survey aforementioned.

Exhibit 2

EXHIBIT B FORM OF EASEMENT AGREEMENT (FOR REFERENCE ONLY)

ELECTRIC DISTRIBUTION AND ROAD EASEMENT

Parcel Identification Number: 033-400-12-00

For \$1.00 and other valuable consideration which Billy Sheffield, a single man and Anita Griffin, an unmarried woman, as joint tenants, hereinafter referred to as "Grantor," owner of land, acknowledges receipt of, grants and warrants to PLH, LLC, an Indiana limited liability company, hereinafter referred to as "Grantee", an exclusive, permanent and perpetual easement ("Easement") upon, within and beneath a part of Grantor's land hereinafter referred to as "Easement Area."

The Easement Area is described as being a part of a part of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 20, Township 19 South, Range 37 East, in the County of Inyo, State of California and more particularly depicted and described on the Exhibit "A" attached hereto and made a part hereof.

1. **Purpose:** This grant of Easement shall be for the following purposes:
 - a. To install, operate, maintain and replace overhead and underground distribution utility facilities, conduit and cables, conductors, utility poles, electric pad-mounted transformers, electric pad-mounted switch-fuse and switchgear units, concrete slab secondary power pedestals, riser equipment, together with all necessary and appurtenant equipment under and above ground, as deemed necessary by Grantee, all to transmit electric energy and signals (collectively the "Electrical Facilities"). Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the Easement Area.
 - b. To install, maintain, replace and repair an access road, which may be constructed out of bituminous, crushed gravel or aggregate or such other reasonable materials necessary to create a road suitable for two-way vehicular travel ("Access Road"). Grantee shall have the right to perform any reasonable grading that may be necessary to construct or maintain the Access Road. Grantor agrees and acknowledges that the Access Road may be dedicated at some point in the future to Inyo County and if dedicated, the Access Road would become a public right of way. The Access Road may only be constructed and maintained within the Easement Area.
2. **Exclusivity:** Grantee's rights to the Easement Area shall be exclusive to Grantee and Grantor agrees that no other easement rights shall be granted to a third party, without the written consent of Grantee, for any use whatsoever. Grantee's exclusive rights are limited to the Easement Area and shall have no such rights outside said Easement Area.
3. **Grantee Access:** Grantee or its agents shall have the right to enter the Easement Area for the purpose of exercising its rights in the Easement Area.
4. **Grantor Access:** Grantor reserves the right to use any access road that may be constructed by Grantee within the Easement Area. Grantee agrees to construct the Access Road in such a manner to allow Grantee and its tenant(s) ingress and egress from the Access Road to any structures that may exist on the premises. If the Access Road is constructed in such a manner that a normal passenger vehicle cannot easily access the structures and driveways from the Access Road, then Grantee agrees that it will construct a gravel transition apron from the roadway to the existing driveways on the property. If the access road remains a private road, then Grantee agrees to install lockable access gates ("Access Gates") at the ingress and egress points from Grantor's lands. Grantor and Grantee agree that in the event the Access Road is dedicated to Inyo County or any other governmental jurisdiction, then

Exhibit 2

Grantee's or its assign's requirement to install the Access Gates shall become null and void and not required under the terms of this agreement, but instead Grantee shall relocate Grantor's fence along the northern and western boundary of the Easement Area to the southern and eastern boundary of the Easement Area so that vehicular traffic along the road is kept off of Grantor's land. Grantee acknowledges that Grantor currently maintains an access point in the northwest portion of its Property. Upon constructing the Access Road, Grantee agrees to enclose the current access point with a barbed wire fence using similar materials to the existing fence. Grantee's responsibility to construct the fence shall be limited to 150 lineal feet of fence material. Any amount of fence material in excess of 150 feet shall be at the expense of Grantor.

5. **Electrical Access Reservation:** Grantor currently maintains a low voltage electrical service ("Electrical Service") to an existing structure ("Structure") located in the northwest corner of its lands as depicted on the Exhibit A. Grantor reserves the right to continue to maintain, repair, replace or remove the Electrical Service to the Structure. In the event Grantee damages the existing Electrical Service during construction of the Access Road or its Electrical Facilities, Grantee agrees to repair or replace the damaged Electric Service in a timely manner at its sole cost and expense. In the event Grantor damages Grantee's Access Road or Electrical Facilities while maintaining, repairing or replacing the Electrical Service, Grantor agrees to repair the damaged Access Road and/or Electrical Facilities in a timely manner at its sole cost and expense.
6. **Buildings or Other Structures:** The Grantor agrees that no structures will be erected by Grantor in the Easement Area or in such close proximity to the electric facilities as to create a violation of the California State Electrical Code or any amendments to it.
7. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use of the Easement Area.
8. **Assignment:** Grantee shall be permitted and allowed to assign all or part of its right, title and interest in this Easement and the Easement Area to a third party without written consent of Grantor.
9. **This grant of Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.**

Exhibit 2

Grantor: Billy Sheffield, a single man and
Anita Griffin, an unmarried woman, as joint tenants

Billy Sheffield

ACKNOWLEDGEMENT

State of _____)

County of _____)

This instrument was acknowledged before me on this _____ day of _____
2014 by Billy Sheffield, a single man, who executed the foregoing instrument, and acknowledged the same.

(Stamp)

(signature of notarial officer)

Name: _____

My commission expires: _____
(month/day/year)

Anita Griffin

ACKNOWLEDGEMENT

State of _____)

County of _____)

This instrument was acknowledged before me on this _____ day of _____
2014 by Anita Griffin, an unmarried woman, who executed the foregoing instrument, and acknowledged the same.

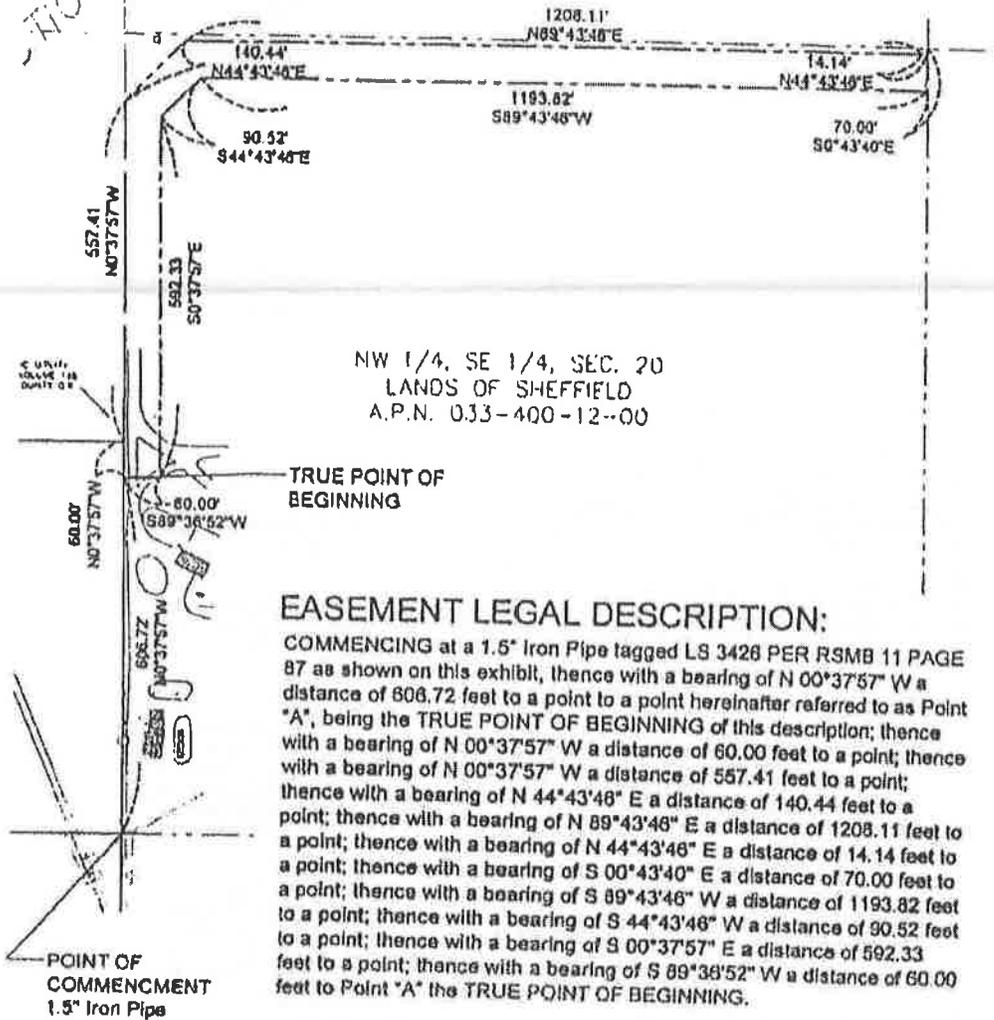
(Stamp)

(signature of notarial officer)

Name: _____

My commission expires: _____
(month/day/year)

Exhibit 2



NW 1/4, SE 1/4, SEC. 20
LANDS OF SHEFFIELD
A.P.N. 033-400-12-00

EASEMENT LEGAL DESCRIPTION:

COMMENCING at a 1.5" Iron Pipe tagged LS 3426 PER RSMB 11 PAGE 87 as shown on this exhibit, thence with a bearing of N 00°37'57" W a distance of 606.72 feet to a point to a point hereinafter referred to as Point "A", being the TRUE POINT OF BEGINNING of this description; thence with a bearing of N 00°37'57" W a distance of 60.00 feet to a point; thence with a bearing of N 00°37'57" W a distance of 557.41 feet to a point; thence with a bearing of N 44°43'46" E a distance of 140.44 feet to a point; thence with a bearing of N 89°43'46" E a distance of 1208.11 feet to a point; thence with a bearing of N 44°43'46" E a distance of 14.14 feet to a point; thence with a bearing of S 00°43'40" E a distance of 70.00 feet to a point; thence with a bearing of S 89°43'46" W a distance of 1193.82 feet to a point; thence with a bearing of S 44°43'46" W a distance of 90.52 feet to a point; thence with a bearing of S 00°37'57" E a distance of 592.33 feet to a point; thence with a bearing of S 89°36'52" W a distance of 60.00 feet to Point "A" the TRUE POINT OF BEGINNING.

Containing 2.85 Acres.

SHEFFIELD PARCEL #033-400-12-00
R.O.W. EASEMENT EXHIBIT



2/4/14 1 of 1



Inyo Mono Title
#5340-50



INYO, County Recorder
KAMMI FOOTE Co Recorder Office
DOC- 2014-0000709-00
Acct 50-INYO-MONO TITLE CO
Thursday, APR 03, 2014 11:12:55

Recording Requested By
PLH, LLC

AND WHEN RECORDED MAIL DOCUMENT TO:
PLH, LLC
222 S 9th St Suite 1800
Minneapolis, MN 55402

(Space above this line for Recorder's use only)

ELECTRIC DISTRIBUTION AND ROAD EASEMENT

Parcel Identification Number: 033-400-12-00

For \$1 00 and other valuable consideration which Billy Sheffield, a single man and Anita Griffin, an unmarried woman, as joint tenants, hereinafter referred to as "Grantor," owner of land, acknowledges receipt of, grants and warrants to PLH, LLC, an Indiana limited liability company, hereinafter referred to as "Grantee", an exclusive, permanent and perpetual easement ("Easement") upon, within and beneath a part of Grantor's land hereinafter referred to as "Easement Area."

The Easement Area is described as being a part of a part of the southwest 1/4 of the southeast 1/4 of Section 20, Township 19 South, Range 37 East, in the County of Inyo, State of California and more particularly depicted and described on the Exhibit "A" attached hereto and made a part hereof.

1. Purpose: This grant of Easement shall be for the following purposes:
 - a. To install, operate, maintain and replace overhead and underground distribution utility facilities, conduit and cables, conductors, utility poles, electric pad-mounted transformers, electric pad-mounted switch-fuse and switchgear units, concrete slabs secondary power pedestals, riser equipment, together with all necessary and appurtenant equipment under and above ground, as deemed necessary by Grantee, all to transmit electric energy and signals (collectively the "Electrical Facilities"). Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the Easement Area.
 - b. To install, maintain, replace and repair an access road, which may be constructed out of bituminous, crushed gravel or aggregate or such other reasonable materials necessary to create a road suitable for two-way vehicular travel ("Access Road"). Grantee shall have the right to perform any reasonable grading that may be necessary to construct or maintain the Access Road. Grantor agrees and acknowledges that the Access Road may be dedicated at some point in the future to Inyo County and if dedicated, the Access Road would become a public right of way. The Access Road may only be constructed and maintained within the Easement Area.
2. Exclusivity: Grantee's rights to the Easement Area shall be exclusive to Grantee and Grantor agrees that no other easement rights shall be granted to a third party, without the written consent of Grantee, for any use whatsoever. Grantee's exclusive rights are limited to the Easement Area and shall have no such rights outside said Easement Area.

CONFIRMED COPY

Exhibit 2

3. **Grantee Access:** Grantee or its agents shall have the right to enter the Easement Area for the purpose of exercising its rights in the Easement Area.
4. **Grantor Access:** Grantor reserves the right to use any access road that may be constructed by Grantee within the Easement Area. Grantee agrees to construct the Access Road in such a manner to allow Grantee and its tenant(s) ingress and egress from the Access Road to any structures that may exist on the premises. If the Access Road is constructed in such a manner that a normal passenger vehicle cannot easily access the structures and driveways from the Access Road, then Grantee agrees that it will construct a gravel transition apron from the roadway to the existing driveways on the property. If the access road remains a private road, then Grantee agrees to install lockable access gates ("Access Gates") at the ingress and egress points from Grantor's lands. Grantor and Grantee agree that in the event the Access Road is dedicated to Inyo County or any other governmental jurisdiction, then Grantee's or its assign's requirement to install the Access Gates shall become null and void and not required under the terms of this agreement, but instead Grantee shall relocate Grantee's fence along the northern and western boundary of the Easement Area to the southern and eastern boundary of the Easement Area so that vehicular traffic along the road is kept off of Grantor's land. Grantee acknowledges that Grantor currently maintains an access point in the northwest portion of its Property. Upon constructing the Access Road, Grantee agrees to enclose the current access point with a barbed wire fence using similar materials to the existing fence. Grantee's responsibility to construct the fence shall be limited to 150 lineal feet of fence material. Any amount of fence material in excess of 150 feet shall be at the expense of Grantor.
5. **Electrical Access Reservation:** Grantor currently maintains a low voltage electrical service ("Electrical Service") to an existing structure ("Structure") located in the northwest corner of its lands as depicted on the Exhibit A. Grantor reserves the right to continue to maintain, repair, replace or remove the Electrical Service to the Structure. In the event Grantee damages the existing Electrical Service during construction of the Access Road or its Electrical Facilities, Grantee agrees to repair or replace the damaged Electric Service in a timely manner at its sole cost and expense. In the event Grantor damages Grantee's Access Road or Electrical Facilities while maintaining, repairing or replacing the Electrical Service, Grantor agrees to repair the damaged Access Road and/or Electrical Facilities in a timely manner at its sole cost and expense.
6. **Buildings or Other Structures:** The Grantor agrees that no structures will be erected by Grantor in the Easement Area or in such close proximity to the electric facilities as to create a violation of the California State Electrical Code or any amendments to it.
7. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use of the Easement Area.
8. **Assignment:** Grantee shall be permitted and allowed to assign all or part of its right, title and interest in this Easement and the Easement Area to a third party without written consent of Grantee.
9. This grant of Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor: Billy Sheffield, a single man and
Anita Griffin, an unmarried woman, as joint tenants


Billy Sheffield


Anita Griffin

Exhibit 2

ACKNOWLEDGEMENT

State of _____)

County of _____)

This instrument was acknowledged before me on this _____ day of _____
2014 by Billy Sheffield, a single man, who executed the foregoing instrument, and acknowledged the
same.

(Stamp)

(signature of notarial officer)

Name: _____

My commission expires: _____
(month/day/year)

Anita Griffin

ACKNOWLEDGEMENT

State of _____)

County of _____)

This instrument was acknowledged before me on this _____ day of _____
2014 by Anita Griffin, an unmarried woman, who executed the foregoing instrument, and acknowledged
the same.

(Stamp)

(signature of notarial officer)

Name: _____

My commission expires: _____
(month/day/year)

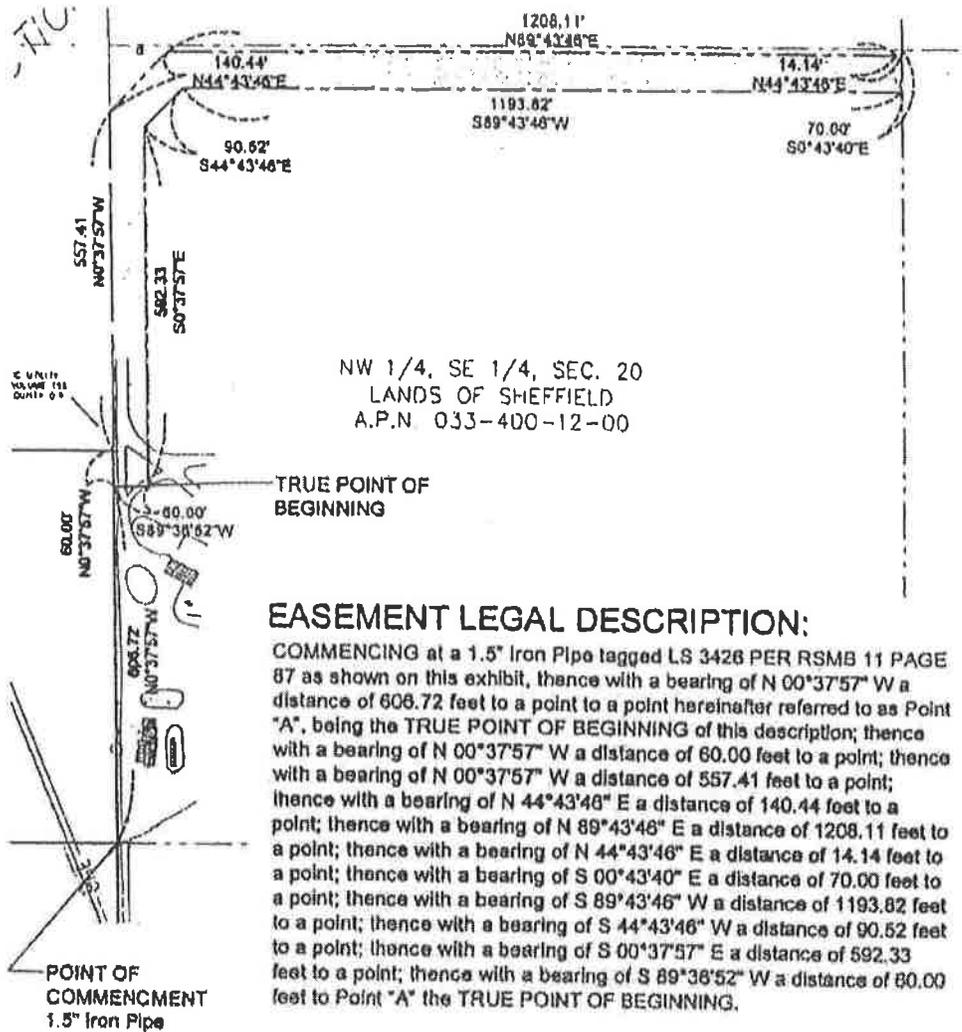
Exhibit 2



Exhibit A
Depiction of Easement Area

Exhibit 2

EXHIBIT "A"



EASEMENT LEGAL DESCRIPTION:

COMMENCING at a 1.5" Iron Pipe tagged LS 3426 PER RSMB 11 PAGE 87 as shown on this exhibit, thence with a bearing of N 00°37'57" W a distance of 606.72 feet to a point to a point hereinafter referred to as Point "A", being the TRUE POINT OF BEGINNING of this description; thence with a bearing of N 00°37'57" W a distance of 60.00 feet to a point; thence with a bearing of N 00°37'57" W a distance of 557.41 feet to a point; thence with a bearing of N 44°43'48" E a distance of 140.44 feet to a point; thence with a bearing of N 89°43'48" E a distance of 1208.11 feet to a point; thence with a bearing of N 44°43'46" E a distance of 14.14 feet to a point; thence with a bearing of S 00°43'40" E a distance of 70.00 feet to a point; thence with a bearing of S 89°43'48" W a distance of 1193.82 feet to a point; thence with a bearing of S 44°43'46" W a distance of 90.52 feet to a point; thence with a bearing of S 00°37'57" E a distance of 592.33 feet to a point; thence with a bearing of S 89°38'52" W a distance of 80.00 feet to Point "A" the TRUE POINT OF BEGINNING.

Containing 2.85 Acres.

SHEFFIELD PARCEL #033-400-12-00
R.O.W. EASEMENT EXHIBIT



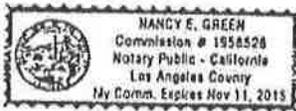
2/4/14

1 of 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles }
On March 28, 2014 before me, Nancy E. Green, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Billy Sheffield and Anita Griffin
Names of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature Nancy E. Green
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on this document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Electric Distribution and Road Easement
Document Date: March 28, 2014 Number of Pages: 5 + Notary Page
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Billy Sheffield
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney In Fact
 Trustee
 Guardian or Conservator
Other: _____

Signer's Name: Anita Griffin
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney In Fact
 Trustee
 Guardian or Conservator
Other: _____

Signer is Representing: _____

Signer is Representing: _____

Recording Requested By:
First American Title - NCS
Energy Group

AND WHEN RECORDED MAIL DOCUMENT
TO:
PLH, LLC
222 S 9th St, Suite 1600
Minneapolis, MN 55402



INYO County Recorder
KAMMI FOOTE Co Recorder Office
DOC- 2014-0000778-00
Check Number 85388
Thursday, APR 10, 2014 10:20:53
MIC \$1.00|S21 \$2.00|REC \$13.00
SYS \$3.00|DTC \$105.60|SST \$1.00
Ttl Pd \$125.60 Rcpt # 0000102767
MJH/R1/1-3

(Space above this line for Recorder's use only)

APN: 33-460-08

File No. NCS-641241-NRG

GRANT DEED

The Undersigned Grantor(s) Declare(2): DOCUMENTARY TRANSFER TAX \$105.60; CITY TRANSFER TAX \$n/a; SURVEY MONUMENT FEE \$n/a

- X] computed on the consideration or full value of property conveyed, OR
-] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- X] unincorporated area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MLH, LLC, a California limited liability company

Hereby GRANTS to PLH, LLC, an Indiana limited liability company as to an undivided 28.31750% interest

the following described property in an unincorporated part of Inyo County, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Grant Deed – continued

Date: _____

APN: 033-460-OB

File No. NCS-6A12A1-A

Dated: 11-29-13

MLH, LLC, a California limited liability company

Mary L. Hrubik
By: Mary L. Hrubik
Its: Operating Manager _____

STATE OF FLORIDA)SS
COUNTY OF ORANGE)

On November 29 2013, before me JORDAN M. OMBRES, Notary Public, personally appeared MARY L HRUBIK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Jordan Ombres
My Commission Expires: JANUARY 7, 2017



Jordan Ombres
State of Florida
MY COMMISSION # EE 863145
Expires: January 7, 2017

Notary
Name: JORDAN M. OMBRES
Notary Registration Number: EE 863145

Exhibit "A"

Legal Description

Real property in the County of Inyo, State of California, described as follows:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, ALL IN TOWNSHIP 19 SOUTH, RANGE 37 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF INYO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

TOGETHER WITH;

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 37 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF INYO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND RUNNING THENCE NORTH ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER 600 FEET; THENCE EAST AND PARALLEL TO THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER 560 FEET; THENCE SOUTH AND PARALLEL TO THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER 600 FEET; THENCE WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF 560 FEET TO THE POINT OF BEGINNING.

APN: 33-460-08

Attachment 11:
Comment Letters

DEPARTMENT OF TRANSPORTATION

DISTRICT 9
500 SOUTH MAIN STREET
BISHOP, CA 93514
PHONE (760) 872-5203
FAX (760) 872-0754
TTY 711 (760) 872-5203
www.dot.ca.gov



*Flex your power!
Be energy efficient!*

January 17, 2014

Elaine Kabala, Associate Planner
Inyo County Planning Department
P.O. Drawer L
168 N. Edwards Street
Independence, CA 93526

File: INY-395-33.425
IS/MND
SCH #: 2013121062

Dear Ms. Kabala:

**Munro Valley Solar Initial Study and Mitigated Negative Declaration (IS/MND) – GPA
2013-01, ZCC 2013-01, TPM 404, Renewable Energy Development Agreement 2013-01**

Thank you for giving the California Department of Transportation (Caltrans) District 9 the opportunity to comment on the IS/MND for the proposed photovoltaic power-generating facility, 1 mile south of Olancha. We have the following comments:

- More information regarding all of the anticipated trip types and volumes will be needed to confirm that there will be a negligible impact on US 395. Please resend a more detailed traffic analysis for us to review at the address in the letterhead.
- Because the project's access road traverses across multiple parcels outside of the site's boundary and will be accessible to public traffic, a public road intersection is required at the access onto US 395 instead of the proposed driveway approach. For guidance, please refer to Section 405.7 and Figure 405.7 in:
 - *Caltrans Highway Design Manual*
http://www.dot.ca.gov/hq/oppd/hdm/pdf/english/HDM_Complete_06-21-13.pdf
- While there may not be any impact on the proposed solar project, please be aware that Caltrans is currently in the environmental review stage of the Olancha-Cartago 4 Lane project which will realign US 395 from approximately half a mile north of Sage Flats Road to a quarter mile south of Cartago. We anticipate redesignating the section of the current US 395 alignment south of the US 395/SR 190 junction as SR 190 and relinquishing the segment north of the junction to Inyo County.

Exhibit 2

Ms. Elaine Kabala
January 6, 2014
Page 2

- An encroachment permit will be required for direct access onto US 395.
For assistance, please refer to:
 - Encroachment Permit Application:
[http://www.dot.ca.gov/hq/traffops/developserv/permits/pdf/forms/Std. E.P. Application \(TR-0100\).pdf](http://www.dot.ca.gov/hq/traffops/developserv/permits/pdf/forms/Std._E.P._Application_(TR-0100).pdf)
 - Encroachment Permit Instructions:
http://www.dot.ca.gov/hq/traffops/developserv/permits/pdf/forms/encrchpermt_instruc.pdp
 - Encroachment Permit Manual:
[http://www.dot.ca.gov/hq/traffops/developserv/permits/pdf/manual/Appendix J \(WEB\).pdf](http://www.dot.ca.gov/hq/traffops/developserv/permits/pdf/manual/Appendix_J_(WEB).pdf)

For further encroachment permit information, you may contact Kurt Weiermann at (760) 872-0781 or kurt.weiermann@dot.ca.gov.

- For oversized vehicle permits, contact the Transportation Permits Office in Sacramento at (916) 322-1297 or <http://www.dot.ca.gov/hq/traffops/permits/>.

We value a cooperative working relationship regarding project impacts upon State highways in Inyo County. You may contact me at (760) 872-5203, with any questions.

Sincerely,



RICK A. FRANZ
Acting IGR/CEQA Coordinator

c: State Clearinghouse
Mark Reistetter, Caltrans



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
407 West Line Street
Bishop, CA 93514
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



January 9, 2014

Elaine Kabala
Inyo County Planning Department
PO Drawer L
Independence, CA 93526

Subject: Munro Valley Solar, LLC
SCH No. 2013121062

Dear Ms. Kabala,

The California Department of Fish and Wildlife (CDFW) has reviewed the Initial Study/Mitigated Negative Declaration (IS/MND) prepared by Inyo County (Lead Agency) for the Munro Valley Solar project, hereinafter referred to as Project. The Project, proposed by Munro Valley Solar, LLC (Developer), is for the construction, operation, maintenance, and decommissioning of an approximately 30.02-acres (ac.), 4.0-megawatt alternating current solar photovoltaic energy generation facility over two separate parcels located south of the town of Olancho, California. Both parcels are located on private land in unincorporated Inyo County. The first parcel is 20.02 ac. (Assessor's Parcel Number (APN): 033-400-02) and is located along the east side of Highway 395, approximately 1,400 feet north of Walker Creek Road. The second parcel (APN: 033-060-19) consists of 160 ac.; however the Project will only require 10.03 ac. of the 160 acre parcel. The parcel is located approximately 4,500 feet east of Highway 395, south of Fall Road near the town of Olancho. The zone reclassification is only being requested for the 10.03 ac. that is being proposed to be split from the larger 160 ac. parcel. In addition, the applicant intends to purchase the southern 40 ac. of APN: 033-460-08 to provide an access easement to the easterly site.

CDFW appreciates the opportunity to comment on the IS/MND for the aforementioned Project. CDFW is providing comments on the IS/MND as the State agency which has statutory and common law responsibilities with regard to fish and wildlife resources and habitats. California's fish and wildlife resources, including their habitats, are held in trust for the people of the State by CDFW (California Fish and Game Code Section 711.7). CDFW has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and the habitats necessary for biologically sustainable populations of those species (Fish and Game Code §1802). CDFW's fish and wildlife management functions are implemented through its administration and enforcement of the Fish and Game Code (FGC §702). CDFW is a trustee agency for fish and wildlife under the California Environmental Quality Act (see CEQA Guidelines, Title 14 California Code of Regulations (CCR) §15386(a)). CDFW is providing these comments

Ms. Elaine Kabala
Munro Valley Solar
January 9, 2014
Page 2

in furtherance of these statutory responsibilities, as well as its common law role as trustee for the public's fish and wildlife.

CDFW offers the following comments and recommendations:

- The Project description includes a footprint size of 30.02 acres. However, it is unclear if this includes impacts from just the footprint of solar panels themselves, or if it includes all impacts of construction-related activities. The area of impact should reflect equipment staging areas, transformers and switchgear equipment, fencing, widening of access roads, and addition of any new roads (including lateral access driveways). All impacts should be considered to be permanent.
- According to the IS/MND, "*Water usage will be minimal and is to be provided by existing on-site wells. It is not anticipated that the project will have a significant impact on off-site water tables.*" How much water will be used during construction and how will it be supplied to the site? CDFW also requests information on the maximum amount of water that may be needed during operation and maintenance to wash the panels, including how often the panels will be washed. Other solar development projects have used evaporation ponds during the construction phase, and sometimes into the maintenance and operation phase. Will there be any evaporation ponds used in this project? If so, where will they be located and what will be done to mitigate and minimize potential impacts to birds and bats attracted to water features?
- The IS/MND states "*At the end of the power purchasing agreement with LADWP the site will be decommissioned, and all equipment associated with the solar facility will be removed.*" In order to evaluate the potential impact on natural resources, CDFW requests a detailed decommissioning plan, including restoration and revegetation.
- The IS/MND states "*A field survey was conducted... in April 2013. The project site was found to have potentially suitable habitat for three special-status plants and seven special-status wildlife species; however, none of these special-status species were observed to exist on or in the vicinity of the site*". Please note that reconnaissance-level surveys are not sufficient to determine absence of a species, only presence. In order to declare absence of potentially occurring special status species, focused, species-specific surveys using established protocols (http://www.dfg.ca.gov/wildlife/nongame/survey_monitor.html), which includes performing the survey(s) during the times established by each protocol, must be conducted. In addition, CDFW does not generally support the same people conducting surveys concurrently for multiple species because protocols have different seasonal and timing requirements and it also increases the chance that a species can be overlooked. Survey results should be submitted to CDFW in order for CDFW to adequately evaluate project impacts to these species. CDFW would also like to review the qualifications of the survey personnel and

Exhibit 2

Ms. Elaine Kabala
Munro Valley Solar
January 9, 2014
Page 3

requests that the U.S. Fish and Wildlife Service (USFWS) Desert Tortoise Authorized Biologist Request Form be filled out for all survey personnel and submitted to CDFW to help confirm surveys were completed by qualified personnel. This information should be submitted to Wendy Campbell for review at 407 West Line Street, Suite 1, Bishop, CA 93514.

- CDFW requests an explanation as to why habitat was determined absent for Burrowing owl, Spotted bat and Pallid bat, and poor for Swainson's hawk.
- The Biology Survey Indicated that there were suitable nesting sites for Loggerhead shrike, but that no direct or indirect evidence of the species was observed. Section 3503 of the Fish and Game Code states that "it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation adopted pursuant thereto (usually requiring a license or permit)." Section 3505.5 of the Fish and Game Code further says that "it is unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto (usually requiring a license or permit)." Fish and Game Code Section 3513 prohibits any take or possession of birds that are designated by the Migratory Bird Treaty Act (MBTA) as migratory nongame birds except as allowed by federal rules and regulations promulgated pursuant to the MBTA. If the Project will disturb mature trees, including snags; methods to avoid take of nests, eggs, or birds or bats protected under State and Federal laws, should be proposed and should include an adequate analysis of potential impacts resulting from Project implementation.
- If the nesting season cannot be avoided and construction or vegetation removal occurs between March 1st to September 15th (January 1st to July 31st for Raptors), the Permittee will do one of the following to avoid and minimize impacts to nesting birds¹:

1) Implement a 300 foot minimum avoidance buffers for all passerine birds and 500 foot minimum avoidance buffer for all raptor species. The breeding habitat/nest site shall be fenced and/or flagged in all directions. The nest site area shall not be disturbed until the nest becomes inactive, the young have fledged, the young are no longer being

¹Qualified avian biologist shall establish the necessary buffers to avoid take of nest as defined in FGC 3503 and 3503.5.

fed by the parents, the young have left the area, and the young will no longer be impacted by the project.²

2) Develop a project specific Nesting Bird Management Plan. The site-specific nest protection plan shall be submitted to the lead agency for review and CDFW. The Plan should include detailed methodologies and definitions to enable a CDFW qualified avian biologist to monitor and implement nest-specific buffers based upon the life history of the individual species; species sensitivity to noise, vibration, and general disturbance; individual bird behavior; current site conditions (screening vegetation, topography, etcetera); ambient levels of human activity; the various project-related activities necessary to construct the project, and other features. This Nesting Bird Management Plan shall be supported by a Nest Log which tracks each nest and its outcome. The Nest Log will be submitted to the lead agency and CDFW at the end of each week.

3) The Permittee may propose an alternative plan for avoidance of nesting birds for the Lead Agency and CDFW concurrence.

- The site presents suitable habitat for both Mohave ground squirrel (MGS) (State threatened) and Desert tortoise (DT) (State threatened); in addition, burrows potentially associated with MGS were observed on both parcels. The IS/MND acknowledges that take from Project implementation may occur if burrows are crushed during grading and other construction activities. CDFW does not concur with the statement that impacts to MGS and DT would be less than significant after implementing the proposed mitigation measures of preserving off-site habitat at a ratio of 1:1. If "take" (California Fish and Game Code Section 86 defines "take" as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill") of MGS or DT cannot be avoided either during construction or over the life of the Project, please be advised that an Incidental Take Permit (ITP) would be warranted. Issuance of an ITP is subject to CEQA documentation; therefore, CDFW recommends that the CEQA document identify and analyze potentially significant impacts, propose measures to mitigate impacts to less than significant levels, and include a mitigation monitoring and reporting program. If the proposed Project could impact CESA-listed species, early consultation is encouraged. CDFW is available to discuss ways to avoid, minimize, and mitigate potential Project impacts. More information on the CESA permitting process can be found on the CDFW website at <http://www.dfg.ca.gov/habcon/cesa/>.

² NOTE: Buffer area may be increased if any endangered, threatened, or CDFW species of special concern are identified during protocol or pre-construction presence/absence surveys.

Exhibit 2

Ms. Elaine Kabala
Munro Valley Solar
January 9, 2014
Page 5

- Dust suppression is listed as a best management construction and operations practice. Please provide a detailed dust abatement plan, including a list of specific materials that will be used for dust control including a Material Safety Data Sheet.
- The IS/MND makes no mention of best management practices to address invasive weeds. Construction activities and soil disturbance could aid the transport and dispersal of invasive weed propagules. CDFW recommends that the best management construction and operations practices include a weed management plan to prevent the spread and propagation of noxious weeds which details prevention/avoidance measures during construction, as well as what actions will be taken if weeds are observed in or near the Project site. CDFW recommends long term monitoring throughout the operation of the Project, including areas outside of and adjacent to the Project perimeter.
- The Project is within the Pacific Flyway and CDFW is concerned about mortality to migrating and foraging birds and bats. CDFW does not agree with the determination that the Project would not interfere substantially with the movement of any native resident or migratory species or with established native resident or migratory wildlife corridors. There is evidence that large scale solar development is causing bird and bat mortalities, and while this Project has a much smaller footprint, it is still possible that it could attract migrating birds and bats. CDFW recommends implementing a bird and bat conservation and monitoring program that includes, at a minimum, weekly monitoring for mortality and immediate necropsy to determine cause of death, both during construction and throughout the life of the Project. Biologists performing this work would be required to have a scientific collecting permit (SCP) from CDFW. A SCP is required to take, collect, capture, mark, or salvage, for scientific, educational, and non-commercial propagation purposes, mammals, birds and their nests and eggs, reptiles, amphibians, fishes and invertebrates (Fish and Game Code Section 1002 and Title 14 Sections 650 and 670.7). A SCP will be required if any live or dead animals will be handled during construction or operation of the facility.
- The IS/MND makes no mention of Desert kit fox (DKF), but the project footprint is within DKF range. DKF is addressed in Title 14 of the California Code of Regulations: §460. "Fisher, marten, river otter, desert kit fox and red fox may not be taken at any time." It is also covered under the Fish and Game Code §4000. "Fur-bearing mammals enumerated. The following are fur-bearing mammals: pine marten, fisher, mink, river otter, gray fox, red fox, kit fox, raccoon, beaver, badger, and muskrat." CDFW's interpretation is that trapping or handling of kit foxes is not allowed due to the regulations cited above. Passive relocation is currently the only strategy for excluding DKF from project sites, provided the fox is not in a natal den. CDFW recommends that surveys be conducted to determine DKF presence and numbers on project sites well in advance of project

Ms. Elaine Kabala
Munro Valley Solar
January 9, 2014
Page 6

approval and construction. A solid understanding of DKF numbers and locations is needed before starting passive exclusion. Activity at burrow sites can be evaluated using motion-activated cameras, which are less labor intensive. It can also be evaluated by checking for tracks using diatomaceous earth at den openings or just smoothing the sand at the openings. Project applicants will need to have a specific plan for addressing DKF passive relocation, with adequate scheduling built into it. Passive relocation should not take place while young are still in dens and dependent on the parents for food, or while females may be pregnant (either could directly cause death of pups). This seasonality most likely rules out passive relocation between mid-January through June or July, or until biologists can document that pups are independent enough to travel with the parents off-site. This is why it is imperative to know in advance how many DKF burrows are within the Project footprint, how many are active and inactive, and construction schedule specifics so adequate time is allowed for passive relocation planning and implementation.

In conclusion, CDFW recommends that these comments be addressed to adequately disclose impacts to sensitive species and their habitats. A finding that any potentially significant impacts would be mitigated to less than significant levels or that no potentially significant impacts would occur as a result of the Project is not supported by evidence presented in the document. The proposed document should be revised to include an adequate discussion of biological resources potentially affected by the Project.

Thank you for the opportunity to provide comments on the IS/MND. Please contact Wendy Campbell with questions regarding this letter and further coordination on project permitting needs at (760) 258-6921 or Wendy.Campbell@wildlife.ca.gov.

Sincerely,



Heidi A. Sickler
Senior Environmental Scientist

cc: Wendy Campbell
Chron

CPAR
01/17/14
E

Exhibit 2

~~STATE OF CALIFORNIA~~

~~Edmund G. Brown, Jr., Governor~~

NATIVE AMERICAN HERITAGE COMMISSION

1550 Harbor Boulevard, Suite 100
West Sacramento, CA 95691
(916) 373-3715
Fax (916) 373-5471
Web Site www.nahc.ca.gov
Ds_nahc@pacbell.net
e-mail: ds_nahc@pacbell.net



December 31, 2013

Ms. Elaine Kabala, Associate Planner
Inyo County Planning Department
P.O. Office Drawer "L"
Independence, CA 93526

RECEIVED
JAN 03 2014
STATE CLEARING HOUSE

RE: SCH#2013121062; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the **"Munro Valley Solar, LLC; also a General Plan Amendment 2013-01, et al.;"** located in the Community of Olancho; Inyo County, California

Dear Ms. Kabala:

The Native American Heritage Commission (NAHC) has reviewed the above-referenced environmental document. This project is also subject to California Government Code Sections 65040.2 *et seq.*

The California Environmental Quality Act (CEQA) states that any project which includes archeological resources, is a significant effect requiring the preparation of an EIR (CEQA guidelines 15064.5(b)). To adequately comply with this provision and mitigate project-related impacts on archaeological resources, the Commission recommends the following actions be required:

Contact the appropriate Information Center for a record search to determine :If a part or all of the area of project effect (APE) has been previously surveyed for cultural places(s), The NAHC recommends that known traditional cultural resources recorded on or adjacent to the APE be listed in the draft Environmental Impact Report (DEIR).

If an additional archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey. We suggest that this be coordinated with the NAHC, if possible. The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure pursuant to California Government Code Section 6254.10.

Exhibit 2

A list of appropriate Native American Contacts for consultation concerning the project site has been provided and is attached to this letter to determine if the proposed active might impinge on any cultural resources. Lack of surface evidence of archeological resources does not preclude their subsurface existence.

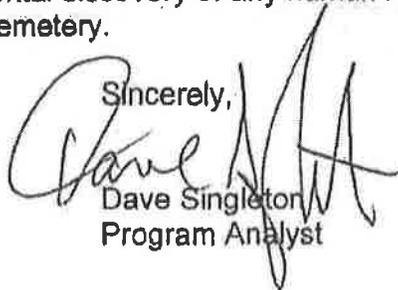
California Government Code Section 65040.12(e) defines "environmental justice" to provide "fair treatment of People...with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations and policies" and Executive Order B-10-11 requires consultation with Native American tribes their elected officials and other representatives of tribal governments to provide meaningful input into the development of legislation, regulations, rules, and policies on matters that may affect tribal communities.

Lead agencies should include in their mitigation plan provisions for the identification and evaluation of accidentally discovered archeological resources, pursuant to California Environmental Quality Act (CEQA) §15064.5(f). In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American, with knowledge in cultural resources, should monitor all ground-disturbing activities. Also, California Public Resources Code Section 21083.2 require documentation and analysis of archaeological items that meet the standard in Section 15064.5 (a)(b)(f).

Lead agencies should consider first, avoidance for sacred and/or historical sites, pursuant to CEQA Guidelines 15370(a). Then if the project goes ahead then, lead agencies include in their mitigation and monitoring plan provisions for the analysis and disposition of recovered artifacts, pursuant to California Public Resources Code Section 21083.2 in consultation with culturally affiliated Native Americans.

Lead agencies should include provisions for discovery of Native American human remains in their mitigation plan. Health and Safety Code §7050.5, CEQA §15064.5(e), and Public Resources Code §5097.98 mandates the process to be followed in the event of an accidental discovery of any human remains in a location other than a dedicated cemetery.

Sincerely,



Dave Singleton
Program Analyst

CC: State Clearinghouse

Attachment: Native American Contacts list

Olancha Cartago Fire Department
P. O. Box 64
689 Shop Street
Olancha, CA 93549
Telephone (760) 764-2370 FAX (760) 764-1917
www.olanchafd.org

January 20, 2014

Chris Little
Munro Valley Solar, LLC
222 S 9th St, Suite 1600
Minneapolis, MN 55402

Re: Munro Valley Solar Project

Dear Chris:

Per your request, I am writing to acknowledge that I am aware of your company's plans to construct a 4 megawatt solar farm in two separate locations just south of Olancha and east of U.S. Route 395. The proposed project location is within the Olancha Cartago Fire Department service territory and can be serviced by our department. Furthermore, I have reviewed the preliminary plans for the solar project and do not have any concerns from a design and access point of view.

Regards,



Steve Davis
Fire Chief

Exhibit 2

From:
Sent:
To:
Cc:
Subject:

Completed

Hello Elaine,

I will not be able to attend next week's public meeting on the proposed Munro Valley Solar Project, but I'd appreciate it if you could act as my proxy and ask a (compound) question...

After the facility is operational, how many full-time personnel will be employed at the site? Do you intend to seek local housing for them?

I also have a comment about a finding in the Negative Declaration that "Any impacts associated with scenic resources, lighting or glare will be mitigated with perimeter landscaping."

I think it is safe to say that "an eight foot fence with one foot barbed wire rampart surrounding the solar facility" will be an impact on scenic resources in an area otherwise free of development.

Inyo County has a dismayingly loose sense of what constitutes impact on scenic vista. In the case of this project where the Planning Dept. Environmental Checklist provides for:

- Potential Significant Impact
- Less Than Significant With Mitigation Incorporation
- Less Than Significant Impact
- No Impact

Inyo has check off "No Impact."

This is probably why CG Roxane gets away with their stark industrial frontage to Highway 395, and why the much more recent Rose Valley Coso Geothermal water pumping facility has bright down-lighting and an un-landscaped barbed wire-topped chain link fence around it that compromises the view of an otherwise undeveloped valley area.

What seems to be forgotten is that Inyo depends on revenues from tourists who come here seeking unspoiled vistas of wide open spaces, and attracts residents who value the same qualities.

I want to see the Munro Valley Solar Project perimeter fence behind landscaping. It can be easily nourished by the abundant ground water Olancho enjoys. There are plenty of native plants that would thrive there, and I think the project propleters should promise up front to landscape.

(I'd be happy to advise on appropriate flora, having done it for myself)

I am a proponent of clean industry in Southern Inyo. We have the resources to support it, and more employment opportunities are the only thing that can arrest the ongoing decay of the area's communities. But because we need it is no reason to not do it right!

Exhibit 2

Thanks and regards,

Scott Palamar
310-361-6867

Exhibit 2

It is with a heavy heart that I view the South end of Inyo County turn into a visible industrial scape. The only developable land of Inyo County is located in the South, so it is a concern of many community members here that this is only the beginning of more industry, as long as there's tax revenue to be made, which rarely trickles down to us. Despite bearing the brunt of the aesthetic, as well as semi-truck traffic nuisance of the large Crystal Geysers plant, affording the county tax revenues from the geothermal plant, as well as from the Excel Bridge company, our part of the county doesn't have a park, or a community center, for example. Revenue neutrality isn't met, as far as I can tell.

As much as I understand the need for more tax revenue, I think there are better ways to go about it, than destroying habitat, and view shed. I, for one, would prefer to see some tax incentives offered to potential, future businesses in our area, which could benefit a small town. Turning prime highway property into eyesores compromises future possibilities, which could supply tax revenue, while, at the same time work for the community.

Thank you for your consideration.

Jael Hoffmann
Olancho Resident

From: yoajon@gmail.com
Sent:
To:
Cc:

Subject: jimgentry@hughes.net

Flagged

Hi Matt,

It was nice to see you at senior lunch the other day. Thanks for mentioning the meeting in Olancho on the 12th. You are doing a great job as supervisor and I feel lucky to be your friend. I looked at the planning document and have written a few comments. In summary, I just don't think many people can get their mind around the idea that the electric utility companies are doomed. See below the quote in green italics from Michael Peevey, President of the CPUC. DWP is headed towards a train wreck, don't climb on the train. Second, remember our conversation about sustainable agriculture. I would prefer that Inyo County land and water be used to grow food to feed the people of Inyo County than to make money for DWP. I wish the County and the property owners would work with the Owen Valley Growers to turn the 30 acres into sustainable agriculture. This could have long term benefits for the property owners and Inyo County.

Comments on Munro Valley Solar Project by John Rothgeb

I have looked at the Inyo County Planning Department document on the Munro Valley Solar Project and I have a few questions.

Is the generated power going to be used for the local distribution or will it be connected to the transmission system? Today, transmission-level voltages are usually considered to be 110 kV and above. Lower voltages such as 66 kV and 33 kV are usually considered subtransmission voltages but are occasionally used on long lines with light loads. Voltages less than 33 kV are usually used for distribution. Basically, steel towers are transmission and wooden poles are distribution. Distributed generation is by definition connected to the distribution system.

If the 4 Mw is going to be transmitted to L. A. then this project suffers from the same problems as the large solar plants. The cost of transmission is greater than the cost of generation and will lead to higher than necessary consumer rates. Customers in L. A. will ultimately choose to put their solar panels in L. A. instead of paying to have solar panels installed in Olancho and paying DWP to ship the energy to them in L. A. Yes, DWP can add the cost of generating and transmitting this energy to their expenses and then get approval for rate

Exhibit 2

increases to cover these expenses. Customers in L. A. can choose to put solar panels on their own property and avoid the increased expenses. What do you think is going to happen? I think the value of this project will be very short lived. The project will make money for a few people in the short term and will not benefit Inyo County. The property owners better make their money on the front end, because the project will be worthless in 5 or 10 years. If you are counting on a 20 year PPA with DWP you may be buying into a dying Electric Utility business model. Remember Kodak, IBM, Ma Bell, snail mail, pen and paper. It is estimated that the growth of Point of Use solar energy will rival the growth of the personnel computers. The only hope for this project is that the power goes directly into distribution. This would probably be enough electricity to power all of Olancho, possibly including the CG bottling plant. The next question is: Do you think the people of Olancho are going to pay to support DWP's corporate business model or will they choose to put their solar panels on their own property?

People now have a choice that they never had before. They can economically generate their own power on their own property. The electric utility companies no longer have a monopoly on electricity. The following excerpt is from a "Bloomberg Businessweek" article in August last year. <<http://mobile.businessweek.com/articles/2013-08-22/homegrown-green-energy-is-making-power-utilities-irrelevant>> *Michael Peeve years ago served as president of Southern California Edison and is now in his second term as president of the California Public Utilities Commission. According to Peevey "The California utilities would have been very smart, five, six, eight years ago to get into the solar business themselves and put the solar panels on people's homes. They could have done this, and put it into rate base." Peevey, in fact, says he recommended they do just that, to no avail. "It's not their culture," he says. "They told me that. 'It's not our culture.' "* DWP is headed towards a train wreck, don't climb on the train.

A better idea. I would prefer that Inyo County land and water be used to grow food to feed the people of Inyo County than to make money for DWP. I wish the County and the property owners would work with the Owen Valley Growers to turn the 30 acres into sustainable agriculture. This could have long term benefits for the property owners and Inyo County.

Sent from my BlackBerry® PlayBook™
www.blackberry.com

Attachment 12:
CEQA Checklist



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

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

MITIGATED NEGATIVE DECLARATION

TO: Agencies, Organizations, and Interested Parties.

SUBJECT: Mitigated Negative Declaration (MND) (California Code of Regulations, Title 14, Chapter 3, Section 15082). The Inyo County Planning Department is the Lead Agency under the California Environmental Quality Act (CEQA) for Munro Valley Solar, LLC (proposed project) identified below. The Inyo County Planning Department has prepared a MND and supporting Initial Study for the project.

ORGANIZATIONS AND INTERESTED PARTIES: The Inyo County Planning Department requests your comments regarding the MND.

PROJECT TITLE: Munro Valley Solar, LLC – General Plan Amendment No. 2013-01, Zone Reclassification No. 2013-01, Renewable Energy Development Agreement No. 2013-01, Tentative Parcel Map No. 404, Tentative Parcel Map for APN 033-460-08.

PROJECT LOCATION: APN: 033-400-02 along the east side of Highway 395, approximately 1,400 feet north of Walker Creek Road; APN: 033-060-19, approximately 4,500 feet east of Highway 395, south of Fall Road near Olancho. APN 033-460-08, approximately 3,000 feet east of Highway 395, south of Fall Road near Olancho. The project's location is depicted in Attachment 1, *Regional Location and Project Vicinity Map*.

PROJECT DESCRIPTION: Munro Valley Solar is proposing to construct and operate a 4.0 megawatt (MW) alternating current (AC) solar photovoltaic (PV) generating facility ("Solar Facility") over two separate parcels located south of Olancho, California. Both parcels are located on private land in unincorporated Inyo County. The first parcel is 20.02 acres (APN: 033-400-02) and is located along the east side of Highway 395, approximately 1,400 feet north of Walker Creek Road. The second parcel consists of 160 acres (APN: 033-060-19), however the Solar Facility will only require 10.03 acres of the 160 acre parcel. This parcel is located approximately 4,500 feet east of Highway 395, south of Fall Road near Olancho. The zone reclassification is only being requested for the 10.03 acres that is being proposed to be split from the larger 160 acre parcel.

The solar facility will consist of approximately 20,000 PV solar modules that will be mounted onto an aluminum and steel racking system. The racking system will be mounted on supports that are driven into the ground. Concrete is not used to support the structural foundation of the piers or racking system. Water for the project will be provided by existing on-site wells. The final solar facility will not occupy more than 30.02 acres. The proposed solar facility is being developed under a feed-in tariff program with the Los Angeles Department of Water and Power, and the power purchase agreement with LADWP has a term limit of 20 years.

FINDINGS: An Initial Study and Evaluation of Potential Impacts has been prepared by the Planning Department (Attached). The Initial Study, including an environmental checklist, indicates that the project proposal could be adequately evaluated under the California Environmental Quality Act (CEQA) through conducting a Mitigated Negative Declaration (MND). The identified mitigation measures will ensure less than significant impacts on the physical environment:

- Impacts to aesthetic resources will be less than significant because the project is not in the vicinity of any scenic vistas or scenic destinations and is in keeping with surrounding character of the site. The project proposes

Exhibit 2

minimal, downcast lighting, and is anticipated to have less than significant impacts associated with glare. Any impacts associated with scenic resources, lighting or glare will be mitigated with perimeter landscaping.

- The project is not anticipated to have any impacts to air quality during operations and minimal impacts during construction. Dust will be controlled during construction by Best Management Practices acceptable to the Great Basin Unified Air Pollution Control District.
- A biological study was conducted for the project and observed no sensitive plant or animal species at the project site; however, the project site presents appropriate habitat for the Mojave Ground Squirrel and Desert Tortoise. To mitigate any potential impacts to these species, the applicant intends to implement construction monitoring for both species and preserve off-site habitat at a ratio of at least 1:1. Additionally, the applicant will incorporate best management construction and operation practices to mitigate any potential impacts to wildlife.
- A cultural resources study was prepared for the project which identified historic period refuse and prehistoric lithic debitage sites on the project site. Prior to any ground disturbance in the vicinity of the identified sites, a subsurface test program will be undertaken by a qualified professional to assess the eligibility of the sites per the California Register of Historic Places. In the unlikely event that unanticipated cultural resources are discovered during project development, construction activities shall immediately cease until the site is evaluated by a qualified professional.
- The project will have no impacts associated with hazards or hazardous materials aside from oil-filled transformers on the project site; however, public access will be prevented by an eight-foot perimeter fence which will include a one-foot section of barbed-wire.
- Project construction is expected to require a peak construction workforce of approximately 30 workers and there will be negligible impact on the existing area roadway system during operation and deliveries of equipment during construction will be minimal. It is unlikely that there will significant traffic impacts associated with project; however, the project will supply traffic control during construction to mitigate any potential traffic impacts if necessary.
- In order to preserve the natural drainage patterns across the site, no drainage structures are proposed which would alter existing and natural drainage patterns.
- During construction, the project is anticipated to generate 16.8 to 22.4 tons of solid waste, mostly of cardboard and plastic packaging. The project proposes to bring in 40 yard dumpsters from offsite to dispose of the cardboard, plastic and other packaging material. Construction materials will be sorted on site for recycling. Construction waste will be sorted for recycling. During decommissioning of the solar facility, functioning solar modules will be stored for reuse and non-functioning modules will be sent to the manufacture of a third party for recycling. The amount of waste generated during construction is not anticipated to significantly affect the lifetime of County waste facilities.

Exhibit 2

RESPONSES AND COMMENTS: The Inyo County Planning Department will accept comments/responses to the Initial Study and Mitigated Negative Declaration for thirty days, from the date of this notice through and including January 18th, 2014. Please indicate a contact person for your agency or organization and send your comments/responses to:

Elaine Kabala, Associate Planner
Inyo County Planning Department
PO Drawer L
168 N. Edwards Street
Independence, CA 93526

Comments may also be sent by FAX to (760) 878-0382 or by email to inyoplanning@inyocounty.us

DOCUMENT AVAILABILITY: The Mitigated Negative Declaration is available for review on the Inyo County Planning Department website (www.inyoplanning.org) and at the following locations:

- Bishop Public Library, 210 Academy Avenue, Bishop, CA 93514
- Big Pine Public Library, 500 South Main Street, Big Pine, CA 93513
- Independence Public Library, 168 North Edwards Street, Independence, CA 93526
- Lone Pine Public Library, South Washington Street, Lone Pine, CA 93545
- Tecopa Public Library, 408 Tecopa Hot Springs Road, Tecopa, CA 92389
- Furnace Creek Public Library, Cow Creek Road, Death Valley, CA 92328

If you require additional information or would like a hard copy of the Initial Study, please contact Elaine Kabala at (760) 878-0263.



Joshua Hart, AICP
Director, Inyo County Planning Department

12/17/13
Date

INYO COUNTY PLANNING DEPARTMENT

CEQA APPENDIX G: INITIAL STUDY & ENVIRONMENTAL CHECKLIST FORM

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

Exhibit 2

7) **Supporting Information Sources:** A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) **This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.**

9) The explanation of each issue should identify:

- a) the significance criteria or threshold, if any, used to evaluate each question; and
- b) the mitigation measure identified, if any, to reduce the impact to less than significance issues.



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

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

Inyo County Planning Department

APPENDIX G: CEQA INITIAL STUDY & ENVIRONMENTAL CHECKLIST FORM

1. **Project title:** Munro Valley Solar, LLC – General Plan Amendment No. 2013-01, Zone Reclassification No. 2013-01, Renewable Energy Development Agreement No. 2013-01, Tentative Parcel Map No. 404, Tentative Parcel Map for APN 033-460-08
2. **Lead agency name and address:** Inyo County, P.O. Drawer L, Independence, CA 93526.
3. **Contact person and phone number:** Elaine Kabala, Associate Planner, (760) 878-0265.
4. **Project location:** APN: 033-400-02 along the east side of Highway 395, approximately 1,400 feet north of Walker Creek Road; APN: 033-060-19, approximately 4,500 feet east of Highway 395, south of Fall Road near Olancha; APN 033-460-08, approximately 3,000 feet east of Highway 395, south of Fall Road near Olancha.
5. **Project sponsor's name and address:** Ecos Energy, 222 S 9th Street, Suite 1600, Minneapolis, MN, 55402
6. **General Plan designation:** Residential Estate (RE) and Rural Protection (RP)
7. **Zoning:** Rural Residential, 5 acre minimum (RR-5.0 MH) and Open Space, 40 acre minimum (OS-40)
8. **Description of project** (*Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary*): Munro Valley Solar is proposing to construct and operate a 4.0 megawatt (MW) alternating current (AC) solar photovoltaic (PV) generating facility ("Solar Facility") over two separate parcels located south of Olancha, California. Both parcels are located on private land in unincorporated Inyo County. The first parcel is 20.02 acres (APN: 033-400-02) and is located along the east side of Highway 395, approximately 1,400 feet north of Walker Creek Road. The second parcel consists of 160 acres (APN: 033-060-19), however the Solar Facility will only require 10.03 acres of the 160 acre parcel. This parcel is located approximately 4,500 feet east of Highway 395, south of Fall Road near Olancha. The zone reclassification is only being requested for the 10.03 acres that is being proposed to be split from the larger 160 acre parcel. In addition, the applicant intends to purchase the southern 40 acres of APN 033-460-08 to provide an access easement to the easterly site. The project's location is depicted in Attachment 1, *Regional Location and Project Vicinity Map*.

Background

The proposed Solar Facility is being developed under a feed-in-tariff program with the Los Angeles Department of Water and Power (LADWP). This program allows select independent power producers to sell electrical power generated from eligible solar generating facilities to LADWP at a pre-determined rate. ECOS has been selected by LADWP to sell up to 4 MW of solar generation under a long term (20 years) power purchasing agreement.

The project site is vacant and relatively undisturbed.

Proposal

The proposed solar facility will produce electrical power by converting solar radiation into direct current electricity. The solar facility then converts the electrical power from direct current (DC) to alternating current (AC), so that electricity can be injected into the electric distribution system which operates on alternating current. The site will collect the power to two on-site interconnection points where the power will be converted and then transmitted along the adjacent DWP transmission line. The power purchase agreement with LADWP has a term limit of 20 years.

The solar facility will consist of approximately 20,000 PV solar modules that will be mounted onto an aluminum and steel racking system. The racking system is then mounted on to support piers that are driven into the ground. Concrete is not used to support the structural foundation of the piers and racking system. The final solar facility will not occupy more than 30.02 acres. In addition to the racking equipment and modules, the proposed solar facility will include the following equipment:

- An eight foot (8) fence with a one (1) foot barbed wire rampart surrounding the solar facility
- Underground electrical collection lines
- Combiner boxes and disconnect switches
- Transformers and switchgear equipment
- Gravel (crushed aggregate) access road
- Electrical inverters (DC to AC)
- Security cameras and equipment
- Remote monitoring equipment

Water usage will be minimal and is to be provided by existing on-site wells. It is not anticipated that the project will have a significant impact on off-site water tables.

Construction will be completed in a single phase and is expected to take approximately 4 – 5 months. Construction is anticipated to start sometime in the 2nd or 3rd quarter of 2014, and is anticipated to be completed by the end of the 4th quarter of 2014. Construction of each phase is expected to require a peak workforce of approximately 20 management, supervisory, and craft workers. Initial construction will consist of establishing site infrastructure including grading, driveways and fencing. Installation of the foundation piers, racking, modules and equipment skids will follow. Equipment will be placed in service at the completion installation and commissioning of all major equipment and interconnection into LADWP's electrical system.

Exhibit 2

Access to the site will be from Highway 395 on the west side of the 20 acre parcel. Access to the easterly parcel will be provided by a 60-foot access easement through APNs 033-400-12, 033-400-13 and 033-460-08. The applicant intends to purchase the southern 40 acres of APN 033-460-08 for the access easement. The driveway and access road will be the single entrance for construction and operation of the solar facility. The main operation driveway will be 12 feet wide and will be constructed of crushed gravel or aggregate. Lateral driveways may be built to provide access to the solar field for maintenance. These lateral driveways will be unpaved.

In order to preserve the natural drainage patterns across the site, no drainage structures are proposed that would alter existing and natural drainage patterns. Grading on the site will generally follow existing topography to minimize the amount of earthwork performed. Driveways will have a 6-inch aggregate base course. Water will be used during grading to control dust and to achieve proper moisture content in the soil being graded.

Site perimeters will be enclosed by an 8-foot chain link fence topped with a 1-foot barbed wire section. The project applicant intends to request a waiver for the 8-foot fence, which exceeds Inyo County's maximum fence height of 6-feet, as part of development agreement for the project.

There will be no or minimal perimeter lighting, although there may be some down lighting around the equipment skid, which is the central location for the inverters, transformers, disconnect switches and monitoring equipment.

Operations are expected 24 hours per day with security and operational systems. Operation of the facility will be managed, monitored and controlled through local staff and through remote monitoring.

At the end of the power purchasing agreement with LADWP the site will be decommissioned, and all equipment associated with the solar facility will be removed.

Requested Entitlements

The existing General Plan Land Use Designation and Zoning do not permit the proposed power plant. The applicant has requested a General Plan Amendment and Zone Reclassification to create a Renewable Energy Overlay and apply it to the site. The applicant has also requested approval of a tentative parcel map to subdivide 10.03 acres from the larger 160 acre parcel (APN 033-060-19) and is anticipated to request approval of a tentative parcel map to subdivide 40 acres from the larger 153 acre parcel (APN 033-460-08) in order to provide an access easement to the easterly solar development site. Concurrently, the applicant has applied for a Renewable Energy Development Agreement to comply with the County's Renewable Energy Ordinance [Inyo County Code (ICC) Title 21].

9. Surrounding land uses and setting: *(Briefly describe the project's surroundings):* The surrounding land for both parcels is zoned either rural residential or open space and is comprised primarily of vacant desert land. There are some smaller structures/dwellings to the east of the 20 acre parcel, and to the north of the 10.03 acre easterly site.

10. Other public agencies whose approval is required *(e.g., permits, financing approval, or participation agreement):* Other County departments, including the Departments of Public Works and Environmental Health; California Department of Transportation; Olancho Fire Department; potentially the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, U.S. Army Corps of

Exhibit 2

Engineers, and California Energy Commission; Lahanton Regional Water Quality Board; Great Basin Unified Air Pollution Control District; Public Utilities Commission; others, as necessary.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input type="checkbox"/> Aesthetics Resources	<input type="checkbox"/> Agriculture and Forestry	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology/Soils
<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards & Haz. Materials	<input type="checkbox"/> Hydrology/Water Quality
<input type="checkbox"/> Land Use/Planning	<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise
<input type="checkbox"/> Population/Housing	<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input type="checkbox"/> Transportation/Traffic	<input type="checkbox"/> Utilities/Service Systems	<input type="checkbox"/> Mandatory Findings of Sig.

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Elaine Kabala
Associate Planner
Inyo County Planning Department

12/17/13
Date

INYO COUNTY PLANNING DEPARTMENT ENVIRONMENTAL CHECKLIST FORM

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
<u>I. AESTHETICS</u> – Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings; and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion: The project will substantially alter the visual nature of the site, however, the nature of the development is in keeping with the surrounding character and impacts to the visual quality and character of the site are anticipated to be less than significant. The project is located immediately adjacent to Highway 395, and will be visible from the Highway; however, this segment of Highway 395 does not have any scenic designation or scenic vistas located in proximity to the project site. The project will include landscaping to minimize visual impacts along Highway 395.

A glare study (available upon request) was conducted for the project which indicated that, in general PV solar panels absorb light and reflect less than 10% of sunlight; however, minimal glare could possibly be visible from Highway 395 during a few, specific times of the year. The report recommends slatted fencing or landscaping would be a sufficient mitigation to minimize any potential impacts associated with glare from the project. The project will include landscaping to minimize any impacts from glare along Highway 395.

Additionally, the solar facility will not have any perimeter lighting, although there may be some down lighting around the transformers. Onsite lighting will be screened by perimeter landscaping. Impacts to aesthetics, lighting and glare are considered to be less than significant.

II. AGRICULTURE AND FORESTRY RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

	Exhibits	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion: No Farmland or Williamson Act Contracts exist in the County. No agricultural activities take place on the site, and the project's impacts to off-site agricultural activities are expected to be minimal. The proposed zone change will not significantly diminish agricultural productivity or its potential in the County. No forest lands will be directly impacted by the proposal, and no significant indirect impacts on forest lands are anticipated. No agricultural and forestry resource impacts are anticipated in association with this project.

III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Exhibit 2
Potentially
Significant
Impact

Less Than
Significant
With
Mitigation
Incorporation

Less Than
Significant
Impact

No
Impact

Discussion: Particulate emissions from the Owens Lakebed result in exceedances of State and federal air quality regulations regionally for PM10, a component of dust. Concentrations of ozone in portions of southern Inyo County do not comply with the National Ambient Air Quality Standard (NAAQS) for ozone, a condition most likely due to transport from southern California and the San Joaquin Valley. The project is not expected to contribute substantially to these air quality issues. There will not be any air quality issues from project operations. The project will not produce discernible levels of any odors or emissions. Dust will be controlled during construction by Best Management Practices acceptable to the Great Basin Unified Air Pollution Control District. No impacts or less than significant impacts related to sensitive receptors and odors will result.

The project will result in short-term construction emissions during site preparation and facility emplacement; including combustion emissions related to construction equipment operation; fugitive emissions related to site preparation and earthmoving activities; mobile source emissions related to construction worker and haul truck trips; and reactive organic compound (ROC) emissions related to architectural coating application. The applicant has proposed to compile an emissions inventory on a daily basis and mitigate it to the extent feasible consistent with Great Basin Unified Air Pollution Control Districts policy. Dust will be controlled during construction and decommission by Best Management Practices acceptable to the Great Basin Unified Air Pollution Control District.

The project is not expected to have regular on-site staff to manage the project during the operational period of the project. There are no emissions associated with the production of energy from photovoltaic panels, and there will be no air quality issues associated with project operations. The project will not produce discernible levels of odors or emissions.

IV. BIOLOGICAL RESOURCES: Would the project:

- | | | | | |
|--|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

		Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Exhibit	Potentially Significant Impact			

Discussion: A field survey was conducted by H.T. Harvey & Associates biologists in April 2013 (available upon request). The surveys included observations of soil types, topography, vegetation types, special habitat features such as Joshua trees, current land use, habitat condition, and jurisdictional waters. Direct and indirect evidence of wildlife was identified and habitat suitability for special-status plants and wildlife were assessed. The project site was found to have potentially suitable habitat for three special-status plants and seven special-status wildlife species; however, none of these special status species were observed to exist on or in the vicinity of the site.

Special status plants that could occur on the project site included White Pygmy-poppy (CNPS List 4, fairly endangered in California), Sanicle Cymopterus (CNPS List 1B, fairly endangered in California) and Creamy Blazing Star (CNPS List 1B, not very endangered in California). Potentially suitable habitat for these species was recorded within a mile of the project site; however none of these species were observed on the project site.

Special-status wildlife species included the Desert Tortoise, Swainson's Hawk, Mojave Ground Squirrel, Burrowing Owl, Loggerhead Shrike, Spotted Bat, and Pallid Bat. The Desert Tortoise is listed as Federally Threatened and is state-listed as Threatened. The Swainson's Hawk is state-listed as Threatened; however, the Biology Survey found that the project site is poor foraging and nesting habitat for the species. The Burrowing Owl, Loggerhead Shrike, Spotted Bat, and Pallid Bat are all listed as California Species of Special Concern. For all species except the Loggerhead Shrike, the Biology Survey indicated that project site were not preferential habitat for the species or the habitat was absent. The survey indicated that there were suitable nesting sites for the Loggerhead Shrike on the site, however, no direct or indirect evidence of the species was observed on the site.

The site presents appropriate habitat for the Mojave Ground Squirrel and is within the known range of the species, but is outside the Mojave Ground Squirrel Conservation Area. Burrows potentially associated with Mojave ground squirrels were observed on both sites. The largest threat from the project would be crushing of burrows during grading and other construction activities. The project proposes to implement construction monitoring for Mojave ground squirrels, and preserve off-site habitat for Mojave ground squirrel at a ratio of at least 1:1. Impacts to the Mojave ground squirrel would be less than significant after implementing the mitigations measures listed above.

The project site presents suitable habitat for the Desert Tortoise, but is located at the northwestern edge of the species range, and no direct or indirect evidence of the species was located on the project site. The largest threat from the project would be crushing of burrows during grading and other construction activities. Take from project implementation may also result from loss of habitat due to installation of facility infrastructure and roads. The project proposes to implement construction monitoring for Desert Tortoise, and preserve off-site habitat for Desert Tortoise at a ratio of at least 1:1. Impacts to the Desert Tortoise would be less than significant after implementing the mitigations measures listed above.

Additionally, the project will incorporate best management construction and operations practices as mitigation measures addressing all potential biological impacts; including the identification of disturbance areas, inspection of all materials stored onsite for wildlife prior to use, daily inspection of all materials and entrenchments for potentially entrapped wildlife, minimized of impacts to sensitive biological resources during construction and operation, dust suppression, storage of all general trash and food related items in animal-proof containers, restriction of all vehicle traffic to established roads, restoration of temporary impacts and others. Implementation of best management practices, including implementation of the best management practices and mitigation measures above would avoid and or minimize impacts to wildlife movement through the project. Therefore, impacts will be less than significant.

No riparian habitat or other sensitive natural communities are present on either site; therefore, no impact would occur. No jurisdictional wetlands, waters, streams, ephemeral drainages, marsh, vernal pool, or washes are present on either site; therefore, no impact would occur.

The project site is within the proposed Desert Renewable Energy Conservation Plan (DRECP) area. The DRECP is currently being developed and is intended to "help provide effective protection and conservation of desert ecosystems while allowing for the appropriate development of renewable energy projects." This project is consistent with the goals of the DRECP. This project complies with the Inyo County General Plan Conservation Element, which requires pre-construction surveys, wetland determination, and sensitive habitat protection through no net loss of habitat. Therefore, there is no conflict with local polices or plans, and no impacts will occur.

Exhibit	Potentially Significant Impact	Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
---------	--------------------------------	---	------------------------------	-----------

V. CULTURAL RESOURCES: Would the project:

- | | | | | |
|--|--------------------------|-------------------------------------|-------------------------------------|--------------------------|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion: A cultural resources study was conducted for the project in April 2013, which included a records search at the Eastern Information Center at the UC Riverside and a field survey. The records search identified one previously recorded prehistoric and historic period site, which includes historic period refuse and prehistoric lithic debitage. In addition, two historic sites and two prehistoric sites were found during the field survey. These sites also included historic period refuse and prehistoric lithic debitage.

Construction will be planned to avoid sites whenever feasible. Prior to subsurface ground disturbance within a square meter of the identified sites, a subsurface test program will be undertaken by a qualified professional to assess the eligibility of the sites per the California Register of Historical Resources (CRHS). If materials are recovered meeting CRHS eligibility criteria, the materials will be provided to the Eastern California Museum or other appropriate institution for curation (or left in situ if they can be avoided).

In the unlikely event that unanticipated cultural resources are discovered during project development, construction activities in the immediate vicinity shall cease until a qualified archaeologist and/or other appropriate specialist has evaluated the find and appropriate actions are undertaken, such as avoidance, relocations, and/or curation. If human remains are discovered, the actions described by CEQA Guidelines Section 15064.5(3) shall be followed.

These actions will ensure less than significant impacts on cultural resources.

VI. GEOLOGY AND SOILS: Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| ii) Strong seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iii) Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iv) Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Exhibit	Potentially Significant Impact	Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion: The project site is not designated an Alquist Priolo Earthquake Zone or thought to be crossed by active faults. The site is relatively flat and is not known to be subject to unusual risk of landslides or unstable soils. Like most of California, the site is subject to periodic strong ground motion and may accommodate unknown faults. Compliance with standard Building Code requirements will ensure that the project is designed to withstand probabilistic ground motion and credible geologic risks. Onsite soils are expected to be able to accommodate wastewater disposal. Geology and soils impacts will be less than significant.

VII. GREENHOUSE GAS EMISSIONS:

Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will result in minor short- and long-term emission of greenhouse gases from construction activities and maintenance activities. These emissions are expected to be insignificant, and far out-weighted by the project's beneficial effects by providing clean renewable energy.

VIII. HAZARDS AND HAZARDOUS MATERIALS:

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Exhibit 2	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
-----------	--------------------------------	---	------------------------------	-----------

environment?

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Discussion: The project will include oil-filled transformers, however, all oil-filled transformers will be located outdoors with proper setbacks from adjacent structures. Further, the project will be enclosed by an eight foot chain-link fence including a barbed-wire to prevent trespass. Therefore, any potential hazards to the public created by the project will be less than significant.

The project is not located on a site included on a list of hazardous material sites. PV panels are constructed of glass and their support structures are constructed of steel, neither of which are subject to combustion. The project is not expected to have a significant impact on fire hazards. There are no emergency response or evacuation plans associated with this site, thus the project will not have any impact on emergency response or evacuation plans.

The project site is not in the vicinity of any private landing strip, or within two miles of a public use airport, or near any school. The site is not known to be on a list compiled pursuant to Government Code Section 65962.5.

IX. HYDROLOGY AND WATER QUALITY: Would the project:

a) Violate any water quality standards or waste discharge requirements?

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the

Exhibit	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
---------	--------------------------------	---	------------------------------	-----------

course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site?

e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	-------------------------------------

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	-------------------------------------

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	-------------------------------------	--------------------------

j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

Discussion: The project site is not located in proximity to or uphill from any creeks, rivers, lakes or wetlands. Although rare, flash flooding does occur in the area, primarily due to summer thunderstorms. However, standard building permit issuance requires that reasonable flood waters be accommodated by the project design. Increases in impervious areas are expected to be minimal since the proposed PV collection facilities allow stormwater to percolate underneath, and on-site roads are expected to be pervious. Minimal grading and modification to on-site drainage is proposed that would substantially alter stormwater flows. The proposed PV facilities are relatively clean technologies that do not normally result in polluted runoff. The site is not within the 100-year floodplain, is not near any bodies of water that could expose it to seiche or tsunami, and is not known to be subject to mudflow. No levees or dams are located upstream from the site. No substantial changes to siltation patterns, polluted runoff, water quality, or flood hazards are expected due to the project. The project is not expected to have any issues related to polluted runoff, 100-year flood plains, seiche, tsunami, or mudflows.

The project proposes minimal use of groundwater for on-site construction and/or operations, however, no water will be used for the production of electricity. Impacts to groundwater resources are expected to be less than significant.

X. LAND USE AND PLANNING: Would the project:

a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	-------------------------------------

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

Discussion: The project will not divide any community. The project does not conflict with any land use plan or policy adopted for the purpose of avoiding and mitigating an environmental impact.

The existing General Plan Land Use Designations and Zoning Designations do not permit the proposed power plant. However, the applicant has requested a General Plan Amendment and Zone Reclassification to create a Renewable Energy Overlay and apply it to the site and the project is in compliance with Inyo County Title 21, which provides general guidelines for the development of renewable energy project, including solar PV. The purpose of Title 21 states that "it is in the public interest to support, encourage and regulate the development solar and wind resources for the generation and transmission of clean, renewable electric energy. By this title, the county intends to (1) support and encourage the responsible development of its solar and wind resources to general and transmit clean, renewable electric energy while protecting the healthy, safety and welfare of its citizens and its environmental, including its public trust resources, by requiring that the adverse impacts of such development are avoided or acceptable mitigated; (2) recover the county's cost of increased services resulting from such development; and (3) ensure that the citizens of Inyo County equitable share in the benefits resulting from the use of such resources."

The proposed solar facility will comply with the purpose of Title 21 by (1) generating and transmitting a renewable energy resource which will be constructed in a secure, safe manner, (2) eliminating the requirement for increased services because the site does not require water services, sewer services, school and it is located in proximity to existing police and fire protection and (3) generating electricity that will be delivered in to the electric distribution system that delivers energy directly to the consumers located within Inyo County rather than transmitting the energy long distances outside of the county. The requested General Plan Amendment and Zoning Reclassification support the County's goals as defined in Title 21; therefore, this project will not conflict with the County's land use plans or policies.

The project site is within the proposed Desert Renewable Energy Conservation Plan (DRECP) area. The DRECP is currently being developed and is intended to "help provide effective protection and conservation of desert ecosystems while allowing for the appropriate development of renewable energy projects." This project is consistent with the goals of the DRECP.

XI. MINERAL RESOURCES: Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

Discussion: The project site is not known to accommodate important mineral resources. The loss of access to on-site aggregate resources due to the project will be minimal relative to overall availability. No significant impact is expected.

XII. NOISE: Would the project result in the:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

	Exhibit	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
--	---------	--------------------------------	---	------------------------------	-----------

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

Discussion: The project site and nearby lands are undeveloped – no noise-sensitive uses exist in the area, and no uses that might be impacted by groundborne noise or vibration exist in the area. Construction activities will result in loud noise, and loud peak noise levels, but given that surrounding areas consist primarily of vacant desert, this noise is not expected to be substantial, and potentially not even audible, at the nearest sensitive uses. Construction workers will be required to wear noise-protection devices in the vicinity of loud construction noise, consistent with applicant worker safety standards. Construction traffic routes to the site do not pass by noise-sensitive uses. Long-term on-site and vehicular traffic noise is expected to be minimal, limited to sporadic maintenance activities. The project site is not located within an airport land use plan, within two miles of any airport, or in the vicinity of a private airstrip. No impacts or less than significant impacts regarding noise are expected.

XIII. POPULATION AND HOUSING – Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

Discussion: The project site and surrounding area do not accommodate housing. No people or housing will be displaced by the project, and no impacts in these regards will result.

The project is anticipated to have a peak of 30 employees during construction and to hire local workers, therefore the project will not induce substantial population growth in an area.

XIV. PUBLIC SERVICES: Would the project:

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

Police protection?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

	Exhibit	Essentially Significant Impact	Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion: The project will not result in increased demand for public services and facilities. There will be no need for increased routine patrol by county law enforcement; however occasional responses by law enforcement may be needed in the event that security systems are triggered. Schools, parks, and other local public services and facilities, are not expected to be impacted during construction or operation of the solar facility as the project is not located in the vicinity of any schools or parks, and will not result in a significant population increase to the area.

XV. RECREATION: Would the project:

a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion: The project is not expected to result in the increased demand for surrounding parks or recreational facilities, and will not require construction or expansion of recreational facilities in the area.

XVI. TRANSPORTATION/TRAFFIC – Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion: The project is adjacent to Highway 395 and will require an encroachment permit for site access. However, construction is expected to require a peak construction workforce of approximately 30 workers and there will be negligible impact on the existing area roadway system during operation and deliveries of equipment during construction will be minimal. Minimal traffic will be generated by the mobilization of de-mobilization of equipment used for earthworks including scrapers, graders, water wagons, and compactors. Likewise, minimal traffic will be generated by the mobilization and de-mobilization of other equipment used in constructing the facility, including truck-mounted post drivers, skid loaders, forklifts, etc. Typical operation is estimated to add less than 2 vehicles per week to surrounding streets. It is unlikely that there will significant traffic impacts associated with project; however, the project will supply traffic control during construction to mitigate any potential traffic impacts if necessary.

Access to the easterly parcel of the project will be acquired through a number of easements across vacant desert land. As described above, this access will be used primarily during construction, which is anticipated to add a minimal number of trips per day. The project will not be staffed on-site on a daily basis during operation, and there will be negligible trips generated by this project after construction.

Site access will be maintained for emergency egress and fire department access. There are no airports in the vicinity of the project and no impacts to air travel are expected. Glint and glare from the solar panels are not anticipated to significantly impact air traffic in the vicinity. Project traffic is not expected to result in unusual traffic that could significantly increase hazards. The project proposes to provide adequate parking. The project does not conflict with any adopted polices or plan for alternative transportation in the surrounding area.

XVII. UTILITIES AND SERVICE SYSTEMS –

Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g) Comply with federal, state, and local statutes and regulations related to solid waste? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion: In order to preserve the natural drainage patterns across the site, no drainage structures are proposed which would alter existing and natural drainage patterns.

Water will be used for cleaning PV panel and controlling dust during construction, but no water will be used by the facilities for the production of electricity. Water for both module cleaning and dust control will be provided by an on-site well and minimal amounts of water will be used annually. The project will not require expansion of existing facilities or new water or wastewater treatment facilities be constructed.

No unusual wastewater is expected from the project, and no wastewater treatment provider serves the area. No sewer or septic systems exist in the project vicinity nor will any be constructed as part of the solar facility. Portable toilets will likely be utilized on the site during construction.

During construction, the project is anticipated to generate 16.8 to 22.4 tons of solid waste, mostly of cardboard and plastic packaging. The amount of waste generated during construction is not anticipated to significantly affect the lifetime of County waste facilities. The project proposes to bring in 40 yard dumpsters from offsite to dispose of the cardboard, plastic and other packaging material. Construction materials will be sorted on site for recycling. Construction waste will be sorted for recycling. During decommissioning of the solar facility, functioning solar modules will be stored for reuse and non-functioning modules will be sent to the manufacture of a third party for recycling. By incorporating these mitigations, impacts from solid waste associated with the project will be less than significant.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE:

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

Discussion: The project is not anticipated to have the potential to degrade the quality of environment. A biological field study was prepared for the project (available upon request) which indicated the project is unlikely to substantially reduce the range of any threatened or endangered species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal. Additionally, the applicant intends to preserve similar habitat at a ratio of at least one to one.

The project does not include any sites that are important examples of the major periods in California history or prehistory.

The project is not associated with the development of any previous projects, there no plans for the project to expand and there are no projects being proposed in the vicinity of the project in the foreseeable future. Therefore, the project is not likely to have any cumulatively considerable impacts in connection with any past, current or foreseeable projects.

The project is not expected to substantially effect human beings, either directly or indirectly.

Exhibit	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
---------	--------------------------------------	---	------------------------------------	--------------

References

Inyo County General Plan and Background Report. 2002 and 2003. Prepared by Jones and Stokes for Inyo County.

Inyo County Code – refer to <http://www.qcode.us/codes/inyocounty/>.

Cultural Resources Survey Report for Two Solar Energy Sites in Owens Valley Olancha, Inyo County, California, prepared for Ecos Energy by ECORP Consulting, Inc.

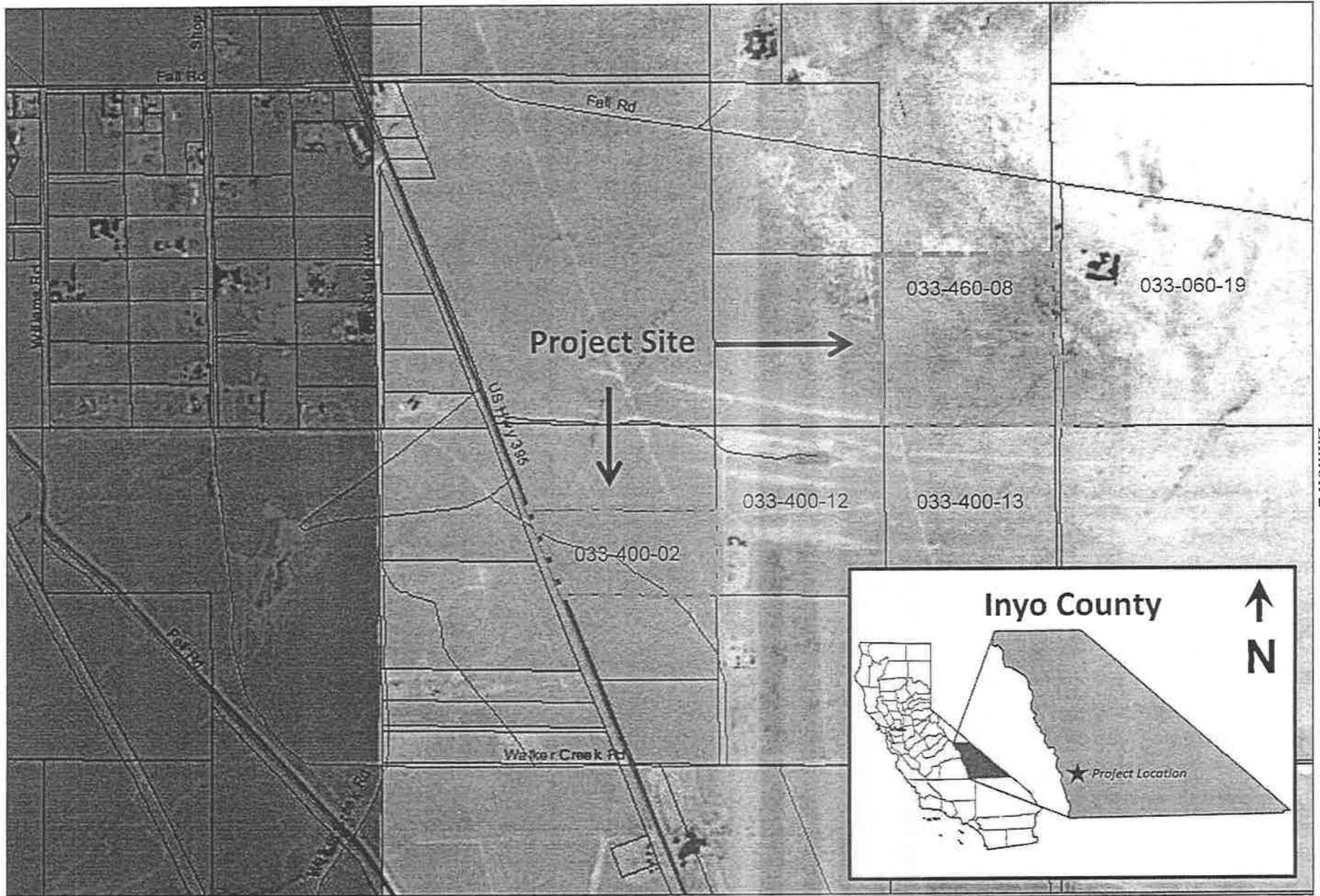
Owens Valley 5 & 11 Solar Projects Biological Resources Report, Prepared for Ecos Energy by H.T. Harvey and Associates

Ecos Energy Munro Valley Solar – Glare Study, prepared for Ecos Energy by Blue Oak Energy

Desert Renewable Energy Conservation Plan – refer to <http://www.drecp.org/>.

Refer also to <http://inyoplanning.org/RenewableNewPage.htm>.

Attachment 1: Regional Location and Project Vicinity Map



Munro Valley Solar, LLC
Olancho, CA



Attachment 13:
Application Forms



Inyo County Planning Department Permit Application
P.O. Drawer L
Independence, CA 93526
(760) 878-0263 (760) 872-2706

Staff Use Only For Public Hearing On: _____
 Application Reference Number: _____
 Review by: Staff Design Review Committee Planning Commission Board of Supervisors

Applicant Name: Munro Valley Solar, LLC	Property owner: Name: Jeffrey Bohl
---	--

Address: 222 S 9th St, Suite 1600	Address: 194 Andrews Ave
City: Minneapolis State: MN ZIP: 55402	City: Encinitas State: CA ZIP: 92024
Telephone: (651) 268-2053	Telephone: (760) 492-1650
FAX: same as telephone	FAX:

Assessor's Parcel Number(s): 033-400-02-00 and 033-060-19-00 **Zoning:** RR-5.0-MH and OS-40
Site Address: Vacant Land - East of Hwy 395, North of Walker Creek Road (see survey and site plan) **General Plan:** RE and RP

BY SIGNING THIS APPLICATION THE APPLICANT/PROPERTY OWNER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE COUNTY HARMLESS FROM ANY CLAIM, ACTION, OR PROCEEDING ARISING FROM THIS APPLICATION OR BROUGHT TO ATTACK, SET ASIDE, VOID OR ANNUL THE COUNTY'S APPROVAL OF THIS APPLICATION, AND ANY ENVIRONMENTAL REVIEW ASSOCIATED WITH THE PROPOSED PROJECT.

Property Owner Consent: I consent to the submission of this application:
Date: 8/7/2013 **Signature:** *Jeffrey Bohl*

Applicant or Engineer Certification: I hereby consent that the information contained in this application and any attachments are correct to the best of my knowledge: **Signature:** *[Signature]*
Date: 7/20/2013 **Telephone:** (651) 268-2053 **Address:** 222 S 9th St, Suite 1600, Minneapolis, MN 55402

Application for:
 General Plan Amendment Zone Change Use Permit Variance Tract Map Parcel Map
 Mobilehome Waiver Mining Reclamation Plan Parcel Merger Road Abandonment Specific Plan
 Certificate of Compliance Design Review Committee Time Extension Other

Environmental Documents: (Staff Use Only)
 Environmental Information Form Categorical Exemption Initial Study/ Negative Declaration
 Environmental Impact Report

Exhibit 2

Submission Requirements: Cultural Resources Study Biological Resources Study
 Legal Description 300 foot property owners list Stamped Envelopes Landscaping Plan Color Chips
 Lighting Plan Parking Plan Site Plan Floor Plans Elevations Deed Title Report Alquist-
Priolo Study Military Notification Required

Site Location: Address: Vacant Land - East of Hwy 395, North of Walker Creek Road (see survey and site plan)
Township/Range: Section 20 and 21, Township 19 South, Range 37 East

Mapping Requirements:
 2 foot contours Buildings and Structures Wells Water Lines Fences Driveways Rights of Way
 Easements Roads Sewage Drainage Dimensions of property Existing land uses Lot lines
 Trash Receptacles Adjacent street, roads, and highways Ditches 100-year floodplain Fault Zones
 Vegetation Mining Area Slopes Grading

Project Description: Describe in detail the entire project proposal being as specific as possible (attached additional sheets as necessary): List permits needed.

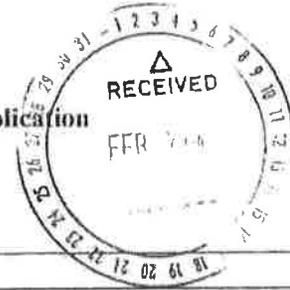
See the attached project description

Project Goals: Describe the goals and project benefits (i.e. jobs, housing, services created and revenues generated to the community, etc., attached additional sheets as necessary).

See the attached project description



Inyo County Planning Department Permit Application
 P.O. Drawer L
 Independence, CA 93526
 (760) 878-0263 (760) 872-2706



Staff Use Only For Public Hearing On: _____
 Application Reference Number: _____
 Review by: Staff Design Review Committee Planning Commission Board of Supervisors

Applicant Name: Munro Valley Solar, LLC, c/o Chris Little	Property owner Name: MLH, LLC, c/o Thomas Hrubik
---	--

Address: 222 S 9th St, Suite 1600	Address: PO Box 2611
City: Minneapolis State: MN ZIP: 55402	City: Apple Valley State: CA ZIP: 92307
Telephone: (651) 268-2053	Telephone: (760) 240-3544
FAX: Same as telephone	FAX:

Assessor's Parcel Number(s): 033-460-08-00	Zoning: OS-40
Site Address: 705 E Fall Rd, Olancho, CA 93549	General Plan: RP

BY SIGNING THIS APPLICATION THE APPLICANT/PROPERTY OWNER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE COUNTY HARMLESS FROM ANY CLAIM, ACTION, OR PROCEEDING ARISING FROM THIS APPLICATION OR BROUGHT TO ATTACK, SET ASIDE, VOID OR ANNUL THE COUNTY'S APPROVAL OF THIS APPLICATION, AND ANY ENVIRONMENTAL REVIEW ASSOCIATED WITH THE PROPOSED PROJECT.

Property Owner Consent: I consent to the submission of this application:
Date: 1-28-14 **Signature:** *Mary S. Hrubik*

Applicant or Engineer Certification: I hereby consent that the information contained in this application and any attachments are correct to the best of my knowledge: **Signature:** _____
Date: 01/28/14 **Telephone:** (651) 268-2053 **Address:** 222 S 9th St, Suite 1600, Minneapolis, MN 55402

Application for: General Plan Amendment Zone Change Use Permit Variance Tract Map
 Parcel Map Mobilehome Waiver Mining Reclamation Plan Parcel Merger Road Abandonment
 Specific Plan Certificate of Compliance Design Review Committee Time Extension
 Renewable Energy Development Agreement Renewable Energy Permit
 Renewable Energy Determination Other

Exhibit 2

Environmental Documents: (Staff Use Only)

- Environmental Information Form Categorical Exemption Initial Study/ Negative Declaration
- Environmental Impact Report

Submission Requirements:

- Cultural Resources Study Biological Resources Study
- Legal Description 300 foot property owners list Stamped Envelopes Landscaping Plan Color Chips
- Lighting Plan Parking Plan Site Plan Floor Plans Elevations Deed Title Report Alquist-Priolo Study Military Notification Required

Site Location:

Address: 705 E Fall Rd, Olancha, CA 93549
Township/Range: Section 20, Township 19 South, Range 37 East

Mapping Requirements:

- 2 foot contours Buildings and Structures Wells Water Lines Fences Driveways Rights of Way
- Easements Roads Sewage Drainage Dimensions of property Existing land uses Lot lines
- Trash Receptacles Adjacent street, roads, and highways Ditches 100-year floodplain Fault Zones
- Vegetation Mining Area Slopes Grading

Project Description: Describe in detail the entire project proposal being as specific as possible (attached additional sheets as necessary): List permits needed.

The Applicant is purchasing 40.30 acres of an existing 153.13 acre parcel from MLH, LLC. The applicant is purchasing this land in connection with a proposed solar project, known as the Munro Valley Solar project, which is located in two separate locations just south of Olancha on parcels identified as APN 033-460-08-00 and 033-460-08-00. The land will be used to construct an access road which will help connect the two locations as well as providing legal access to the land which is proposed to be subdivided on APN 033-460-08-00, which was applied for in a separate application. The Applicant is proposing to subdivide the existing parcel in order to create a separate 40.30 acre parcel, consistent with the attached Tentative Parcel Map.

Project Goals: Describe the goals and project benefits (i.e. jobs, housing, services created and revenues generated to the community, etc., attached additional sheets as necessary).

The goal of the parcel split is to provide the applicant with the ability to own land over which it can construct an access road to connect the Munro Valley Solar project, which is proposed in two separate locations.

Exhibit 2

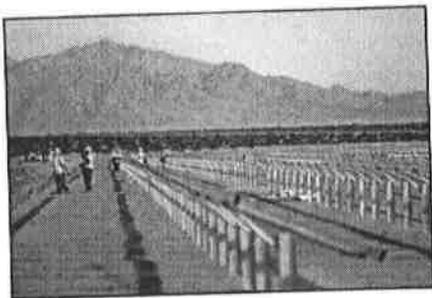
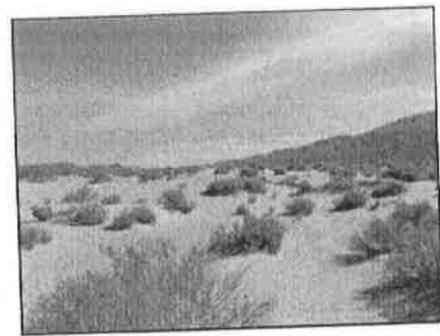
BOARD OF SUPERVISORS PACKET

EXHIBIT #3

Exhibit 3



H. T. HARVEY & ASSOCIATES
ECOLOGICAL CONSULTANTS



**Owens Valley 5 & 11 Solar Projects
Biological Resources Report**

File No. 3459-01

Prepared for:

Ecos Energy
222 South 9th Street, Suite 1600
Minneapolis, MN 55402

Prepared by:

H. T. Harvey & Associates

June 2013



Exhibit 3

This page was intentionally left blank.

Table of Contents

Section 1.0	Introduction.....	1
1.1	Project Description.....	1
1.2	Purpose.....	5
1.3	Environmental Setting.....	5
Section 2.0	Regulatory Framework.....	6
2.1	Local.....	6
2.2	State.....	6
2.3	Federal.....	8
Section 3.0	Methods.....	10
3.1	Reconnaissance-Level Survey.....	10
Section 4.0	Results.....	13
4.2	Special-Status Species.....	16
4.3	Special-Status Plant Species.....	20
4.4	Special-Status Animal Species.....	21
4.5	Jurisdictional Wetlands and Waters.....	28
Section 5.0	CEQA Impact Assessment.....	29
5.1	Significance Criteria.....	29
5.2	General Biological Measures.....	31
5.3	Impacts and Proposed Mitigation Measures.....	34
Section 6.0	Literature Cited.....	47

Figures

Figure 1	Site Vicinity Map.....	3
Figure 2	Site Location Map.....	4
Figure 3	CNDDDB Map.....	12
Figure 4	Soils Map.....	15
Figure 5	Desert Tortoise Range.....	23
Figure 6	Mohave Ground Squirrel Range and Sightings.....	26

Tables

Table 1.	Land Use and Project Site Information.....	1
Table 2	Special-status Plants that Could Occur on OV5 and OV11.....	16
Table 3	Special-status Wildlife that Could Occur on OV5 and OV11.....	17
Table 4	CEQA Evaluation Criteria.....	29

Exhibit 3

This page was intentionally left blank.

Section 1.0 Introduction

1.1 Project Description

Ecoss Energy proposes to construct both the Owens Valley 5 Solar Project (OV5) and the Owens Valley 11 Solar Project (OV11), collectively referred to in this report as “the Project” or “Project sites” (Figure 1). The Project consists of solar photovoltaic (PV) facilities generally located southwest from the community of Olancha, in unincorporated Inyo County (Figure 1). OV5 is a 3 megawatt (MW) Project utilizing an array of 12,960 300 watt PV modules installed on ground mounted fixed-tilt supports. An underground electric cable will carry produced electricity to the northeast corner of the Project site, where it will continue on above ground facilities and interconnect with an overhead Los Angeles Department of Water and Power (LADWP) utility distribution circuit. OV 5 is located on the 40.37 acre (ac) Assessor’s Parcel Number (APN) 033-400-02-00 and would comprise a Project footprint of approximately 30 ac. OV11 is a 1 MW Project that would be constructed with an array of 4,320 300 watt PV modules on ground mounted single-axis tracker mounts. Produced power from OV11 will be transported via an overhead electrical utility line to the point of interconnection with an LADWP utility distribution circuit approximately 4,300 feet (ft), to the west. OV11 is located on the 160 ac APN 033-060-19-00 and proposes a Project footprint of approximately 10 ac (Figure 2).

Both Projects are generally located southeast of the intersection of US Highway 395 (US 395) and State Route 190 (SR 190). OV5 is located within the land use planning boundary for the community of Olancha, is within the County’s Rural Residential (5 ac minimum) Zone District, and is designated Rural Estate by the Inyo County General Plan. OV5 is located immediately to the east of US 395, approximately 0.26 miles (mi) north of Walker Creek Road. OV11 is within the Open Space (40 ac minimum) Zone District, and is designated as Rural Protection by the Inyo County General Plan. OV11 is located approximately 0.58 mi east of the Community of Olancha and approximately 0.17 mi south of Fall Road.

Table 1. Land Use and Project Site Information

Project	Zoning	G.P. Designation	APN	APN Size	Project Footprint	MW
OV 5	Rural Residential (5 ac minimum)	Rural Estate	033-400-02	40.37 ac	30 ac	3 MW
OV 11	Open Space (40 ac minimum)	Rural Protection	033-060-19	180.00 ac	10 ac	1 MW

Both Projects would generate clean renewable energy from solar power that would be sold to LADWP. Prior to development, the Projects would require Inyo County approval of a General Plan Amendment, Zone

Exhibit 3

Reclassification, and a Conditional Use Permit. Operation and maintenance (O&M) activities would be managed remotely, therefore on-site O&M facilities are not proposed as part of the Projects. Each Project would be fenced for security and contain the following primary components:

- Solar panels, inverters, medium-voltage transformers, monitoring equipment, access roads, and electrical wiring necessary for collecting and consolidating power across the Project sites; and
- Overhead internal distribution lines to provide connection to LADWP's overhead utility line distribution circuit.

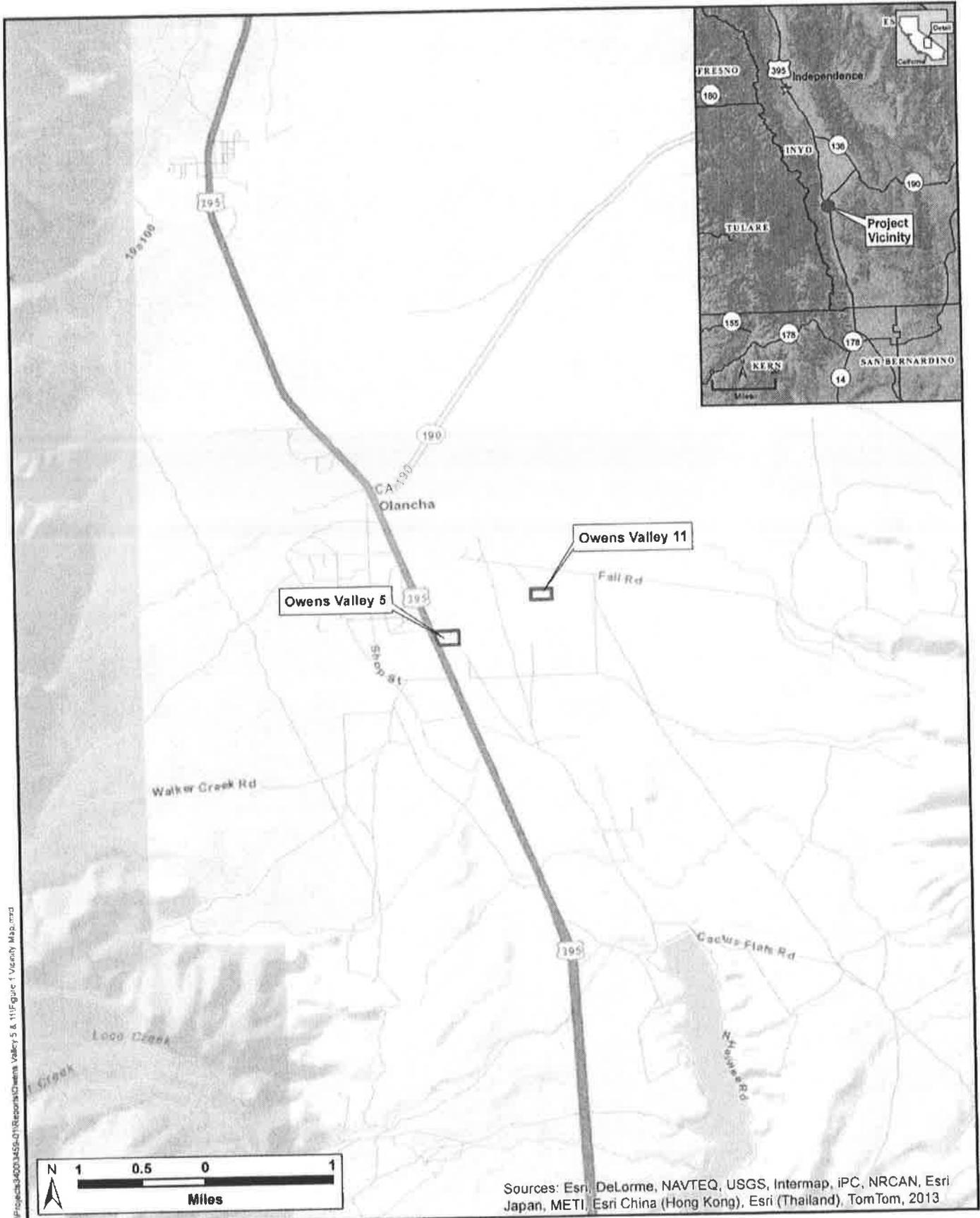
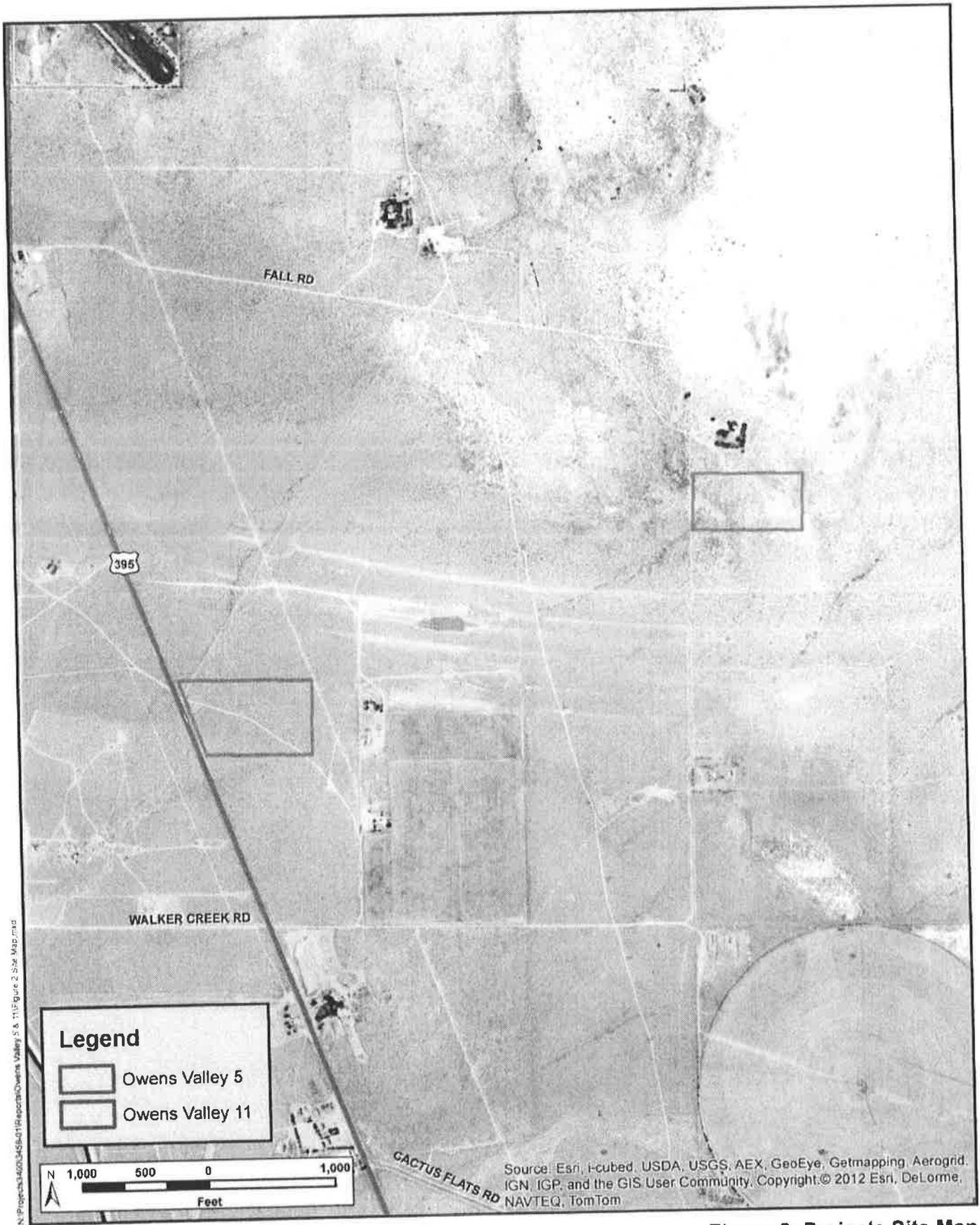


Figure 1: Vicinity Map

Ecos Energy, Owens Valley Solar (3459-01)
June 2013



H. T. HARVEY & ASSOCIATES
ECOLOGICAL CONSULTANTS



N:\Projects\3459-01\Reports\Owens Valley 5 & 11\Figure 2 Site Map.mxd

Figure 2: Projects Site Map

Ecos Energy, Owens Valley Solar (3459-01)
May, 2013



H. T. HARVEY & ASSOCIATES
ECOLOGICAL CONSULTANTS

1.2 Purpose

This report conveys the results of H. T. Harvey & Associates' (HTH) biological review of the proposed Project. The purposes of this report are to:

- describe existing biotic habitats within the project sites,
- assess the project's potential to support special-status species and their habitats,
- identify habitats that may fall under the jurisdiction of resource agencies,
- identify any significant impacts to biotic resources due to the construction and operation of the proposed project, and
- recommend mitigation measures to reduce significant impacts to less-than-significant levels

1.3 Environmental Setting

1.3.1 Study Area

The Project study area is defined by the fenced solar panel arrays for the Project sites (including a 100 foot buffer), and the 4300 ft overhead utility distribution line proposed for OV11 interconnection with a LADWP utility distribution circuit. The study area is located in the Owens Valley, south of Owens Lake on gently sloping terrain. The Project sites are situated in the U.S. Geological Survey (USGS) Vermillion Canyon quadrangle at elevations of approximately 3700 and 3650 ft, respectively. Owen's Valley's climate is characterized by hot, dry summers and cool, dry winters. Weather patterns in Owens Valley are affected by the presence of the Sierra Nevada Mountain Range to the west and the Inyo Mountains to the east. The height of the Sierra Nevada Mountain Range produces a rain-shadow effect on the eastern slopes, resulting in an average precipitation less than 8 inches (in) in Olancho. The mean daily high temperature for Olancho is approximately 58° Fahrenheit (F) in January and 102° F in July.

Section 2.0 Regulatory Framework

2.1 Local

Inyo County General Plan and Zoning

The Inyo County General Plan is the overarching planning document that provides a blueprint of how the County intends to protect its resources, identifies where future growth may occur, and describes how projects can be developed. Implementation of the General Plan is carried out by the Inyo County Zoning Ordinance which describes specifically what types of land uses may take place and assigns the location where that land use may occur.

2.2 State

California Environmental Quality Act

The County is responsible for complying with the California Environmental Quality Act (CEQA), a State law. CEQA requires state and local agencies, such as Inyo County, to document and consider the environmental implications of their actions and to refrain from approving projects with significant environmental effects if there are feasible alternatives or mitigation measures that can substantially lessen or avoid those effects. CEQA requires the full disclosure of the environmental effects on resources such as air quality, water quality, cultural resources, and biological resources. During CEQA compliance, mitigation measures to protect biological resources are developed.

California Endangered Species Act

Provisions of the California Endangered Species Act (CESA) protect State-listed Threatened and Endangered species. The CESA (Fish and Game Code of California, Chapter 1.5, Sections 2050-2116) prohibits the take of any plant or animal listed or proposed for listing as rare (plants only), threatened, or endangered. In accordance with CESA, the California Department of Fish and Wildlife (CDFW) has jurisdiction over state-listed species. The CDFW regulates activities that may result in "take" of individuals listed under the Act (i.e., "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill"). Habitat degradation or modification is not expressly included in the definition of "take" under the Fish and Game Code. The CDFW, however, has interpreted "take" to include the "killing of a member of a species which is the proximate result of habitat modification." An Incidental Take Permit (ITP) is the mechanism the CDFW uses to transmit protective requirements for a project effecting State-listed species.

The impacts of the authorized take must be minimized and fully mitigated, and adequate funding must be provided to implement the minimization and mitigation measures and to monitor compliance with and the effectiveness of the measures. The issuance of the ITP must not jeopardize the continued existence of a

Exhibit 3

State listed species. A 2081 ITP may not authorize take of "fully protected" species and "specified birds." If a project is planned in an area where a fully protected species or a specified bird occurs, the applicant must design the project to avoid all take. A take permit for take of fully protected species, however, may be issued via the Natural Community Conservation Plan (NCCP) process (see below).

California Fully Protected Species

In the 1960s, prior to implementation of CESA, the State of California developed a list of species that were rare or faced possible extinction and afforded them special protection as "fully protected species" in Section 3511 of Fish and Game Code (California Fish & Game Code § 3511 [birds], 4700 [mammals], 5050 [reptiles and amphibians], 5515 [fish]). The list includes fish, reptiles, amphibians, mammals, and birds. Such species may not be taken or possessed at any time, and no licenses may be issued for their take except for collecting these species for necessary scientific research and relocation of the bird species for the protection of livestock. An NCCP can be used to obtain an ITP for State listed species, including those designated as fully protected. An NCCP identifies and provides for regional or area-wide protection of plants, animals, and their habitats, in perpetuity, while allowing compatible and appropriate economic activity. An NCCP must include independent scientific analysis and input to identify foundational principles for landscape and habitat conservation, species protection, and adaptive management.

California Department of Fish and Game Code – Wildlife Protections

In addition to Federal and State-listed species, Fish and Game Code contains protections of groups or taxa of wildlife.

Birds, Nests, Eggs, and Young. Section 3503 of the Fish and Game Code makes it unlawful to take, possess, or needlessly destroy the nests or eggs of any bird. Birds of prey are protected in California under the State Fish and Game Code Section 3503 but receive special mention in Section 3503.5 which states it is "unlawful to take, possess, or destroy any birds of prey (in the order Falconiformes or Strigiformes) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this Code or any regulation adopted pursuant thereto." Construction disturbance during the breeding season could result in the incidental loss of fertile eggs or nestlings or otherwise lead to nest abandonment. Disturbance that causes nest abandonment and/or loss of reproductive effort is considered "take" by the CDFW. Under Sections 3503 and 3503.5 of the State Fish and Game Code, activities that would result in the taking, possessing, or destroying of any birds-of-prey, taking or possessing of any migratory nongame bird as designated in the Migratory Bird Treaty Act, or the taking, possessing, or needlessly destroying of the nest or eggs of any raptors or non-game birds protected by the Migratory Bird Treaty Act, or the taking of any non-game bird pursuant to Fish and Game Code Section 3800 are prohibited.

Non-game mammals. Section 4150 provides protection for non-game mammals such as bats. In each case, the CDFW may issue permits authorizing limited take of otherwise protected species.

General Resource Protection

As part of their role in general biological resource protection, CDFW has produced a list of Species of Special Concern to serve as a “watch list.” Species on this list are of limited distribution or the extent of their habitats has been reduced substantially, such that threat to their populations may be imminent. Species of Special Concern may receive special attention during environmental review, but they do not have statutory protection.

Regional Water Quality Control Board

All wastewater discharges in the state, whether to land or water (including groundwater), are subject to regulation under the California Water Code and Porter Cologne Act through issuance of Waste Discharge Requirements (WDRs) by the RWQCB.

California Native Plant Society (CNPS) Rare Plant Program

The mission of the CNPS Rare Plant Program is to develop current, accurate information on the distribution, ecology, and conservation status of California's rare and endangered plants, and to use this information to promote science-based plant conservation in California. Once a species has been identified as being of potential conservation concern it is put through an extensive review process. Following the review process, information on all aspects of the species (listing status, habitat, distribution, threats, etc.) are entered into the online CNPS Inventory.

2.3 Federal

Federal Endangered Species Act

Federal Endangered Species Act provisions protect federally listed threatened and endangered species and their habitats from unlawful take and ensure that federal actions do not jeopardize the continued existence of a listed species or result in the destruction or adverse modification of designated critical habitat. Under the ESA, “take” is defined as “to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any of the specifically enumerated conduct.” The U.S. Fish & Wildlife Service’s (USFWS) regulations define harm to mean “an act which actually kills or injures wildlife.” Such an act “may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering” (50 CFR § 17.3).

Critical habitat is defined in Section 3(5)(A) of the ESA as “(i) the specific areas within the geographical area occupied by the species on which are found those physical or biological features (I) essential to the conservation of the species, and (II) which may require special management considerations or protection; and (ii) specific areas outside the geographical area occupied by the species upon a determination by the Secretary of Commerce or the Secretary of the Interior (Secretary) that such areas are essential for the conservation of the species.” The effects analyses for designated critical habitat must consider the role of the critical habitat in both the continued survival and the eventual recovery (i.e., the conservation) of the species in question, consistent with the recent Ninth Circuit judicial opinion, *Gifford Pinchot Task Force v. United States Fish and*

Wildlife Service. Activities that may result in “take” of individuals are regulated by the USFWS. The USFWS produced an updated list of candidate species December 6, 2007 (72 FR 69034). Candidate species are not afforded any legal protection under ESA; however, candidate species typically receive special attention from federal and State agencies during the environmental review process.

Migratory Bird Treaty Act

Raptors (e.g., eagles, hawks, and owls) and their nests are protected under both Federal and State regulations. The Federal Migratory Bird Treaty Act (MBTA) prohibits killing, possessing, or trading in migratory birds except in accordance with regulations prescribed by the Secretary. This act encompasses whole birds, parts of birds, and bird nests and eggs.

2.4 Regulated Habitats Overview

2.4.1 U.S. Army Corps of Engineers Jurisdiction

Areas meeting the regulatory definition of “Waters of the United States” (jurisdictional waters) are subject to the jurisdiction of the U.S. Army Corps of Engineers (USACE) under provisions of Section 404 of the Clean Water Act (1972) and Section 10 of the Rivers and Harbors Act (1899). These waters may include all waters used, or potentially used, for interstate commerce, including all waters subject to the ebb and flow of the tide, all interstate waters, all other waters (intrastate lakes, rivers, streams, mudflats, sandflats, playa lakes, natural ponds, etc.), all impoundments of waters otherwise defined as “Waters of the United States,” tributaries of waters otherwise defined as “Waters of the United States,” the territorial seas, and wetlands (termed Special Aquatic Sites) adjacent to “Waters of the United States” (33 CFR part 328.3). Wetlands on nonagricultural lands are identified using the *Corps of Engineers Wetlands Delineation Manual* (Environmental Laboratory 1987). Construction activities within jurisdictional waters are regulated by USACE. The placement of fill into such waters must comply with the permit requirements of USACE.

2.4.2 Regional Water Quality Control Board Authority

No USACE permit would be effective without state water quality certification pursuant to Section 401 of the Clean Water Act. The Water Boards are charged with implementing water quality certification in California. The Water Boards are the state’s primary water quality regulatory agencies. Their duties include the regulation of wetlands and riparian areas, which are critical to the protection and enhancement of water quality throughout California’s watersheds. Specifically, the Water Boards are tasked with protecting the waters of the state under the Porter-Cologne Water Quality Control Act. Waters of the state are defined as “all surface *water* or groundwater, including saline waters, within the boundaries of the *state of California.*” The Water Boards’ responsibility for protecting waters of the state is further necessitated by statewide policies, including the Wetlands Conservation Policy (Executive Order W-59-93), also known as the state’s “no net loss” policy for wetlands.

2.4.3 California Department of Fish and Wildlife Jurisdiction

California Fish and Game Code Section 1602 requires that CDFW be notified of any proposed activity that may substantially modify a river, stream, or lake. CDFW potentially extends the definition of “stream” to include “intermittent and ephemeral streams, rivers, creeks, dry washes, sloughs, blue-line streams (U.S. Geological Survey maps), and watercourses with subsurface flows. Canals, aqueducts, irrigation ditches, and other means of water conveyance can also be considered streams if they support aquatic life, riparian vegetation, or stream-dependent terrestrial wildlife” (CDFG 1994). Such areas within the Study Area were reviewed in light of methods described in *A Field Guide to Lake and Streambed Alteration Agreements, Sections 1600–1607* (CDFG 1994). Activities that result in the diversion or obstruction of the natural flow of a stream; substantially change its bed, channel, or bank; or use any materials (including vegetation) from the streambed may require that the project proponent enter into a Streambed Alteration Agreement with CDFW.

Section 3.0 Methods

Prior to conducting surveys, H. T. Harvey & Associates biologists reviewed published information about threatened, endangered, and other special-status species and habitats in the vicinity of the Project sites. Information was obtained from the CDFW California Natural Diversity Database (CNDDDB), National Wetlands Inventory, and technical publications. The CNPS's *Online CNPS Inventory of Rare and Endangered Plants* (CNPS 2013), the California Consortium of Herbaria (CCH 2013), *The Jepson Manual* (Hickman 1993), *The Jepson Manual, Second Edition* (Baldwin et al. 2012) and *Calflora* (2012) also provided information about the distribution and habitats of vascular plants.

A query of special-status plant and wildlife occurrences documented by the CNDDDB was performed for the Vermillion Canyon USGS topographical quadrangle in which the Project sites occur and the 8 quadrangles surrounding the study area (Figure 3). In addition, updated information was obtained from *Calflora* (2013) and the CNPS website (CNPS 2013) to determine which special-status species has been reported from Inyo County. For purposes of this assessment, “special-status species” include plants and animals listed, proposed for listing, or candidates for listing as threatened or endangered under the FESA or the CESA; animals listed as “fully protected” under the California Fish and Game Code (Section 3511); animals designated as “Species of Special Concern” by the CDFW; and plants ranked as rare or endangered by the CNPS.

3.1 Reconnaissance-Level Survey

A reconnaissance field survey was conducted on 16-17 April 2013 to identify biotic habitats, evaluate botanical and wildlife resources, and assess habitat suitability for special-status plant and animal species that may occur within the Project sites. The surveys included observations of soil types, topography, vegetation types, special habitat features such as large Joshua trees, current land use, habitat condition, and jurisdictional

Exhibit 3

waters. Direct and indirect evidence of wildlife was identified and habitat suitability for special-status plants and wildlife were assessed.

Section 4.0 Results

4.1.1 Description of Biotic Habitats

The Project sites are dominated by a single vegetation community; desert saltbush scrub. Within OV5, this vegetation community is not dominated by any single species, but is instead composed of evenly distributed shrub species such as allscale (*Atriplex polycarpa*), shadescale saltbush (*Atriplex confertifolia*), sagebrush (*Artemisia spinescens*), and longspine horsebrush (*Tetradymia axillaris* var. *longispina*). Other species often associated with desert saltbush scrub communities were observed on the site, and include spiny hopsage (*Grygia spinosa*), beavertail pricklypear (*Opuntia basilaris* var. *basilaris*), Cholla (*Cylindropuntia* sp.), Joshua tree (*Yucca brevifolia*), spiny menodora (*Menodora spinescens* var. *spinescens*), and rabbitbush (*Eriogonum nauseosum*). Largely due to lack of rainfall, annual forbs and graminoid species typically associated with this vegetation community were not observed.



Photo 1. Desert saltbush scrub habitat at OV5

Likewise, desert saltbush scrub dominated by dense stands of allscale comprises OV11. Intermixed within this vegetation community are various shrub species such as white bursage (*Ambrosia dumosa*), indigo bush (*Psoralea sp.*), shadescale saltbush, and rabbitbrush. Largely due to lack of rainfall, annual forbs and graminoid species typically associated with this vegetation community were not observed. Adjacent habitat immediately north of OV11 contains a dense windbreak of saltcedar (*Tamarix ramosissima*) and is highly disturbed containing an abandoned dwelling and evidence of disposal of various refuse.

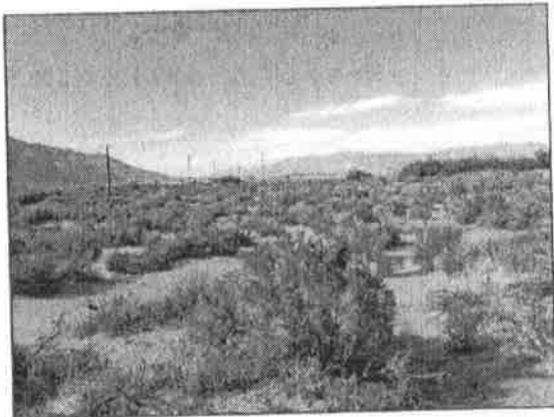


Photo 2. Desert saltbush scrub habitat at OV11

Wildlife use of the desert saltbush scrub habitat present on both sites is characterized by species that are adapted to desert environments. Reptile species observed include desert iguana (*Dipsosaurus dorsalis*), zebra-tailed lizard (*Callisaurus draconoides*), side-blotched lizard (*Uta stansburiana*) and western whiptail (*Cnemidophorus tigris*). In addition, reptiles that are expected to likely occur on the site include long-nosed leopard lizard (*Gambelia wislizenii*), sagebrush lizard (*Sceloporus graciosus*), red racer (*Masticophis flagellum picus*), gopher snake (*Pituophis melanoleucus*), and sidewinder (*Crotalus cerastes*). Avian

Exhibit 3

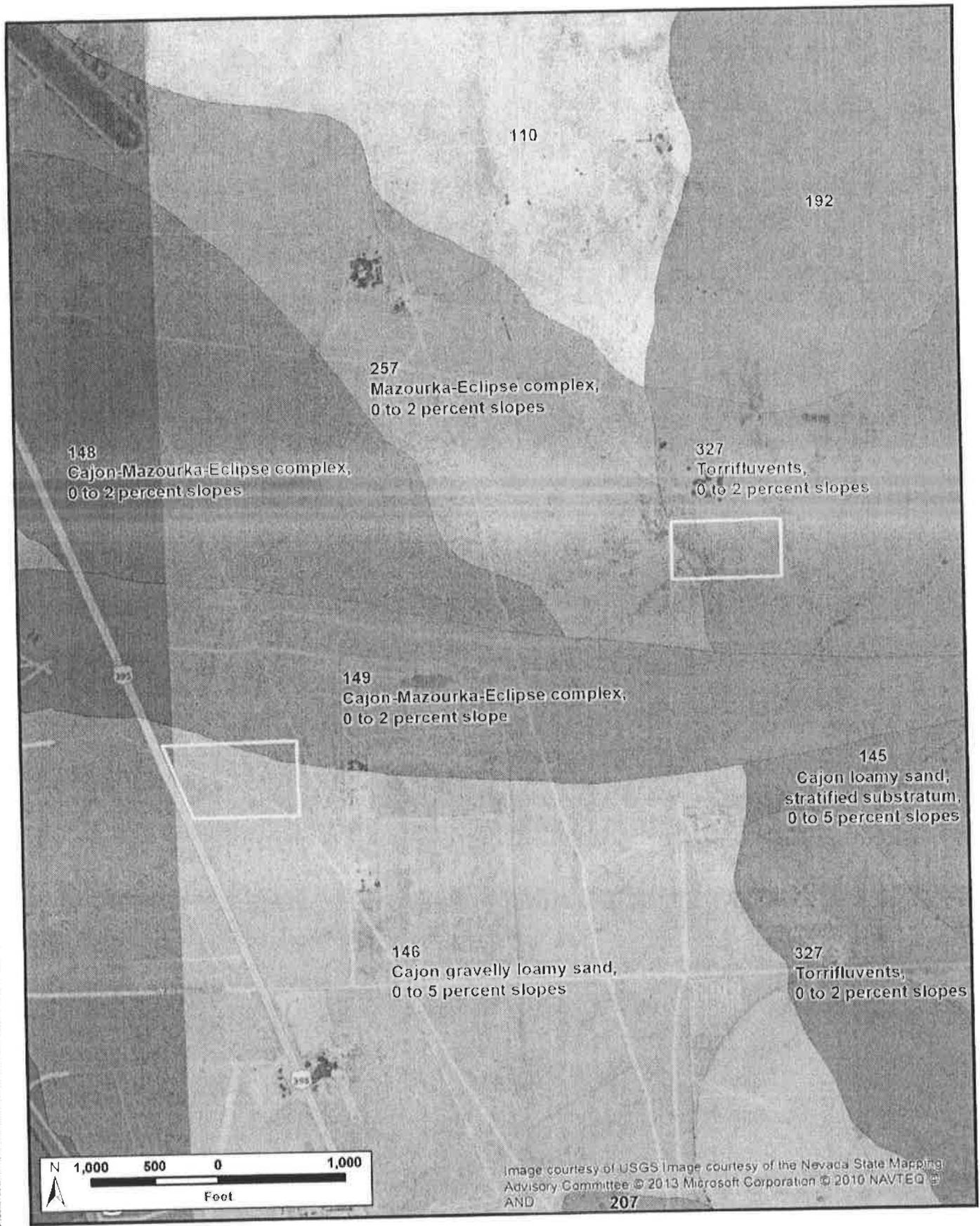
species observed included red-tailed hawk (*Buteo jamaicensis*), common raven (*Corvus corax*), horned lark (*Eremophila alpestris*), northern rough-winged swallow (*Stelgidopteryx serripennis*), and sage sparrow (*Amphispiza belli*). Bird species likely to occur in the Project vicinity include lesser nighthawk (*Chordeiles acutipennis*), Costa's hummingbird (*Calypte costae*), and black-chinned sparrow (*Amphispiza bilineata*). The only mammals observed on the Project sites were desert cottontail (*Sylvilagus audubonii*) and white-tailed antelope squirrel (*Ammospermophilus leucurus*). Other mammal species not observed, but likely to be found in this habitat, include Merriam kangaroo rat (*Dipodomys merriami*), desert wood rat (*Neotoma lepida*), and desert kit fox (*Vulpes macrotis arsipus*).

4.1.2 Soils

Four primary soil types underlie the Project sites (Figure 4). OV11 soils include Torrifluvents (0 to 2 percent slope) and Mazourka-Eclipse complex (0 to 2 percent slope). OV5 soils include Cajon-Mazourka-Eclipse complex (0 to 2 percent slope) and Cajon gravelly loamy sand (0 to 5 percent slope).

The Cajon series consists of very deep, somewhat excessively drained soils that formed in sandy alluvium from dominantly granitic rocks. Cajon soils are on alluvial fans, fan aprons, fan skirts, inset fans, and river terraces. Slopes are 0 to 15%. The average annual precipitation is about 6 inches and the mean annual temperature is about 65° F. This soil series is used mostly for range, watershed, and recreation. A few areas are irrigated and are used for growing alfalfa and other crops. Vegetation is mostly desert shrubs including creosotebush, saltbush, Mormon-tea, Joshua trees, some Indian ricegrass, annual grasses, and forbs (NRCS 2013).

The Mazourka series consists of deep and very deep, well and moderately well drained soils formed in alluvium from mixed rock sources. Mazourka soils are on stream terraces, lacustrine terraces, fan terraces, and alluvial fans and have slopes of 0 to 5%. The mean annual precipitation is about 5 inches and the mean annual temperature is about 59° F. Mazourka soils are used for rangeland, watershed, and wildlife habitat. Vegetation is shadscale, black greasewood, bud sagebrush, kochia, allscale, dalea, and Indian ricegrass (NRCS 2013).



N:\Projects\3459\51\Reports\Monave GS and Desert T Sprites\Soils Map.mxd

Figure 4: Soils Map
Owens Valley 5 & 11 Solar Projects (3459-01)
June 2013

4.2 Special-Status Species

For purposes of this assessment, “special-status species” include plants and animals listed, proposed for listing, or candidates for listing as threatened or endangered under the FESA or the CESA; animals listed as “fully protected” under the California Fish and Game Code (Section 3511); animals designated as “Species of Special Concern” by the CDFW; and plants ranked as rare or endangered by the CNPS.

Five special-status plants and 17 special-status wildlife species are documented to have occurred in the vicinity of the Project sites. The following 2 plant species and 9 wildlife species have been removed from consideration based on specific habitat requirements that are absent from the Project sites and their immediate surroundings: Inyo Onion (*Allium atrorubens* var. *crisatum*), Booth's Evening-primrose (*Fremotbera boothii* ssp. *Boothii*), Volcano Creek golden trout (*Oncorhynchus mykiss aguabonita*), Owen's tui chub (*Siphateles bicolor snyderi*), Owen's pupfish (*Cyprinodon radiosus*), least bittern (*Ixobrychus exilis*), snowy plover (*Charadrius alexandrinus nivosus*), mountain plover (*Charadrius montanus*), least Bell's vireo (*Vireo bellii pusillus*), yellow-breasted chat (*Ictera virens*), and California wolverine (*Gulo gulo*). A description of the remaining special-status plants and wildlife, their listing status, habitat requirements, and potential to occur within the Project sites are identified in Tables 2 and 3. Figure 3 depicts the distribution of CNDDDB (2013) records of special-status plant and wildlife species and critical habitat (respectively) in the vicinity of the Project sites.

Table 2 Special-status Plants that Could Occur on OV5 and OV11.

Common Name/Scientific Name	Listing Status* (Fed/State/CNPS)	Habitat	Comments
White Pygmy-poppy <i>Canbya candida</i>	-/-/List 4.2	Gravelly, sandy, granitic soils in Pinyon and juniper woodland, Mojavean desert woodland, and Joshua tree.	Suitable habitat is present in the Project area.
Sanicle Cymopterus <i>Cymopterus ripleyi</i> var. <i>saniculoides</i>	-/-/1B.2	Gravelly, sandy, carbonate soils in Mojavean desert woodland, and Joshua tree woodland.	Potentially suitable habitat nearby, recorded within a mile of OV5. Typical associated species not observed or uncommon on both Project sites.
Creamy Blazing Star <i>Mentzelia tridentata</i>	-/-/List 1B.3	Rocky, gravelly, sandy soils in Mojavean desert scrub	Suitable habitat is present in the Project area.

Exhibit 3

▪ **Key to Listing Status Abbreviations:**

- = Not listed

CNPS List 1B = Plants rare, threatened, or endangered in California and elsewhere

CNPS List 2 = Plants rare, threatened, or endangered in California, but more common elsewhere

CNPS List 3 = Plants about which information is needed-a review list

CNPS List 4 = Plants of limited distribution-a watch list

.1 = seriously endangered in California

.2 = fairly endangered in California

.3 = not very endangered in California

Table 3 Special-status Wildlife that Could Occur on OV5 and OV11.

Common Name/ Scientific Name	Listing Status* (Fed/State)	Habitat	Comments
Desert Tortoise <i>Gopherus agassizii</i>	FT/CT	Inhabits semi-arid grasslands, gravelly desert washes, canyon bottoms and rocky hillsides. Associated plant species includes creosote bush, Joshua tree, cheese bush, saltbush, grasses, and cacti.	Project sites are suitable habitat near the northwestern edge of this species range in Inyo County.
Swainson's Hawk <i>Buteo swainsoni</i>	-/CT	Nests in trees near foraging areas that include grasslands and agricultural croplands, especially alfalfa.	Project sites are poor foraging habitat. Nest known approximately 2 mi southeast of Project Sites. This pair is associated with associated with alfalfa fields habitat along Cactus Flats Rd

Exhibit 3

Common Name/ Scientific Name	Listing Status* (Fed/State)	Habitat	Comments
Mojave Ground Squirrel <i>Xerospermophilus mohavensis</i>	-/CT	Desert scrub habitats, usually on flat to gently sloping terrain with alluvial soils. Often co-occurring with antelope ground squirrel (<i>Ammospermophilus leucurus</i>). Habitat indicator plant species include herbaceous annuals, winterfat (<i>Krascheninnikovia lanata</i>), spiny hopsage (<i>Grayia spinosa</i>), creosote bush (<i>Larrea tridentata</i>), and white bursage (<i>Ambrosia dumosa</i>).	Project sites are appropriate habitat and are within the known range of the species. There are 8 CNDDB records with 5 mi in similar habitats. Burrows potentially associated with Mojave ground squirrels were observed on both sites.
Burrowing Owl <i>Athene cunicularia</i>	-/CSC	Found in open, dry grasslands, agricultural and range lands, and desert habitats often associated with burrowing animals, such as ground squirrels.	Shrub height and density are beyond what burrowing owls prefer. Very few suitable burrows were observed on the sites. These burrows were unoccupied at the time of the survey.
Loggerhead Shrike <i>Lanius ludovicianus</i>	-/CSC	Nests in isolated tall shrubs and dense trees (including Joshua trees) in open landscapes. Forages in desert scrub, agricultural fields, grasslands, and Joshua tree woodlands.	Though not observed during reconnaissance surveys, both sites are suitable nesting habitat for this species.
Spotted Bat <i>Euderma maculatum</i>	-/CSC	Primarily roosts along cliffs in cracks, crevices, and caves in fractured rock.	Roosting habitat is absent for this species, though there is some possibility it may occasionally forage over the sites.

Exhibit 3

Common Name/ Scientific Name	Listing Status* (Fed/State)	Habitat	Comments
Pallid bat <i>Antrozous pallidus</i>	-/CSC	Primarily roosts in rock crevices, trees, bridges, and buildings, but also uses crevices and cavities in caves and mines. Found in many habitat types with open areas.	Roosting habitat is absent for this species, though there is some possibility it may occasionally forage over the sites. Possibility of roosting nearby in abandoned buildings.

* Key to Listing Status Abbreviations:

- = Not listed
- FE = Federally-listed Endangered
- FT = Federally-listed Threatened
- CE = State-listed Endangered
- CT = State-listed Threatened
- CSC = California species of special concern
- SSI = Special-status invertebrate
- CFP = California fully protected species

4.3 Special-Status Plant Species

4.3.1 Sensitive Plant Communities and Habitats

No sensitive plant communities were observed within the Project sites. The Olancho Dunes, classified as active desert dunes by the California Natural Diversity Database (CNDDDB 2013), is a sensitive habitat association located south of Owen's Lake and north of the Project sites. A portion of the Olancho Dunes are found on the northern tip of APN 033-060-19 containing OV11 and extends to just south of Fall Road, however it does not occur in areas of the site proposed for development.

4.3.2 State and Federally Listed Species

No plant species listed as threatened or endangered under the FESA or CESA are known to occur within the Project site boundaries.

4.3.3 CNPS Rare Plant Listed Species

White Pygmy-Poppy (*Canbya candida*). Federal Listing Status: None; State Listing Status: None; CNPS List: 4.2. White pygmy-poppy is an annual herb that is endemic to California. It blooms from March – June. This plant occurs in gravelly, sandy, granitic soils in Pinyon and Juniper woodland, Mojavean desert woodland, and Joshua tree woodland. This species is documented in Inyo, San Bernardino, Kern, and Los Angeles counties. The CNDDDB (2013) includes no records within a 5-mile range of the Project sites. However, suitable habitat is present in the Project area, and the species may occur on the Project sites.

Sanicle cymopterus (*Cymopterus ripleyi* var. *saniculoides*). Federal Listing Status: None; State Listing Status: None; CNPS List: 1B.2. Sanicle cymopterus is a perennial herb native to California that blooms from April – June. This plant grows in gravelly, sandy, carbonate soils in Mojavean desert woodland and Joshua tree woodland. It is known to occur in Inyo County. The nearest record of this species is within 1 mi of OV5 and there are 5 records within a 5-mile range of the Project sites (CNDDDB 2013). Potentially suitable habitat is present near the Project area, and the species may occur on the Project sites.

Creamy Blazing Star (*Mentzelia tridentata*). Federal Listing Status: None; State Listing Status: None; CNPS List: 1B.3. The Creamy blazing star is an annual herb native to California that blooms from March – May. This plant occurs in rocky, gravelly, sandy soils in Mojavean desert scrub. This species is found in Imperial, Inyo, Kern, Riverside, San Bernardino, and San Diego counties. Threats include off-road vehicle use, mining, and grazing. The CNDDDB (2013) includes no records within a 5-mile range of the Project sites. However, suitable habitat is present in the Project area, and the species may occur on the Project sites.

4.4 Special-Status Animal Species

Desert Tortoise. Federal Status: Threatened; State Status: Threatened.

The desert tortoise is an herbivore that may attain a carapace length of 9 to 15 in. The tortoise is able to live where ground temperature may exceed 140° F because of its ability to dig burrows and escape intense solar radiation. At least 95% of its life is spent in burrows. The tortoise enters brumation (the reptilian form of hibernation) during the period from September to November and leaves the burrow during the period from February to April. During brumation, the desert tortoise avoids freezing temperatures and is able to endure the lack of forage during winter (Ernst et al. 1994).

The presence of soil suitable for digging burrows is a limiting factor to desert tortoise distribution (USFWS 1994). Some burrows extend just beyond the shell of the tortoise, while others extend for several feet. A single tortoise may have a dozen or more burrows within its home range, and different tortoises may use these burrows at different times. Desert tortoises inhabit semi-arid grasslands, gravelly desert washes, canyon bottoms, and rocky hillsides (USFWS 2011).

Diet composition varies throughout the tortoise's range. If winter rainfall is sufficient to germinate annuals, these are consumed when tortoises emerge from winter brumation (USFWS 2011). Other herbs, grasses, some shrubs, and the new growth of cacti and cacti flowers comprise a major portion of the diet. Common ravens, Gila monsters (*Heloderma suspectum*), kit foxes, badgers (*Taxidea taxus*), roadrunners (*Geococcyx californianus*), and coyotes (*Canis latrans*) are all natural predators of the desert tortoise. These predators typically prey upon 2 to 3-in long juveniles, which have a thin, delicate shell (USFWS 2011).

Plant species play a major role in defining desert tortoise habitat. Creosote bush, white bursage, Mojave yucca (*Yucca schidigera*), and blackbrush (*Colonyne ramosissima*) generally distinguish desert tortoise habitat. At higher elevations, Joshua tree and galleta grass (*Pleuraphis rigida*) are common plant indicators (USFWS 2011).

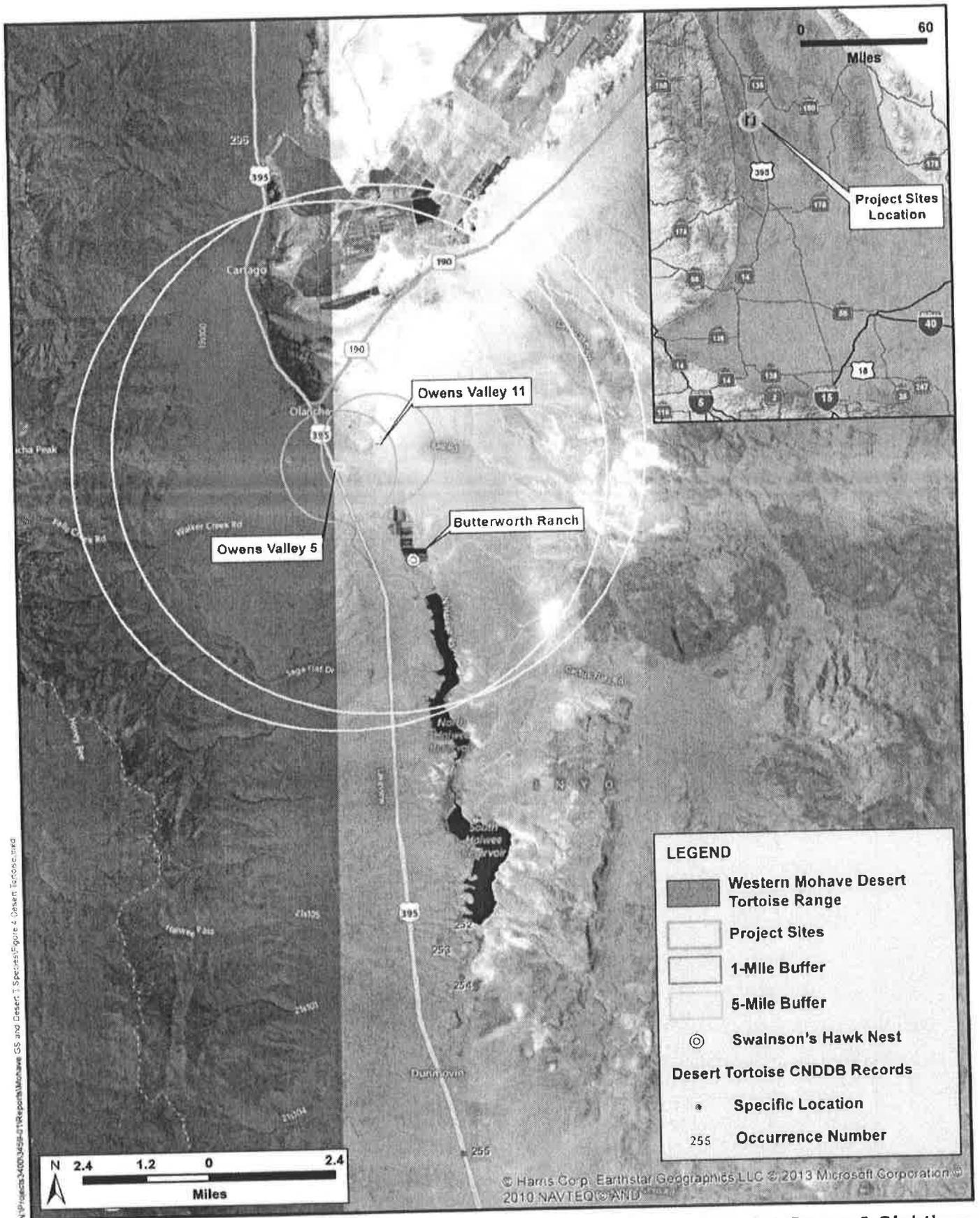
The range of the desert tortoise (Figure 5) in western Inyo County had previously been published as extending only as far north as Rose Valley (near Coso Junction) approximately 17 mi south of the Project Sites (USFWS 1994a). Since that time, however, desert tortoise have been recorded near Haiwee Reservoir in 2006 and as far north as Cartago, approximately 6 mi north of the Project Sites in 2009 (CNDDB 2013). These recent records indicate that desert tortoise cannot be ruled out in appropriate habitats in the Olancha area. The Project sites are not within desert tortoise critical habitat (Service 1994b). The nearest critical habitat is south of Ridgecrest in Kern County.



Photo 3. Burrow located at OV11

Exhibit 3

Both sites comprise at least moderately suitable habitat for desert tortoise. Favored forage plants such as blackbrush, white bursage, and beavertail prickly pear (*Opuntia basilaris*) were observed on the Project sites. Soils on Project sites were consistently friable, and several burrows suitable for use by young desert tortoise, such as burrows for kangaroo rats, desert cottontails, and white-tailed antelope squirrels, were observed on both sites (see Photo 3). Given the presence of suitable habitat on both sites and a recent record of desert tortoise north of the Project sites, the presence of desert tortoise cannot be ruled out in the absence of appropriate surveys.



N:\Projects\400345541\Reports\Mohave_GS_and_Desert_Tortoise\Figure 4_DesertTortoise.mxd

© Harris Corp. Earthstar Geographics LLC © 2013 Microsoft Corporation
2010 NAVTEQ © AND

Figure 5: Desert Tortoise Range & Sightings
Ecos Energy, Owens Valley Solar (3459-01)
June 2013

Exhibit 3

Swainson's Hawk. Federal Listing Status: None; State Listing Status: Threatened. Swainson's hawk was listed as threatened by the State of California in 1983 due to population declines likely precipitated by significant losses of riparian habitat and conversion of open foraging habitats to developed lands (Woodbridge 1998, England et al. 1997). Swainson's hawks are distributed throughout western North America during the breeding season, but in California they are primarily limited to the Central Valley and the southeastern Great Basin region (Woodbridge 1998). Swainson's hawks in California are strongly associated with riparian habitats, though they are also found in oak woodlands and other open habitats (Woodbridge, Smallwood 1995, England et al. 1997). Prime breeding habitat for Swainson's hawk encompasses riparian draws or clumps of trees surrounded by agriculture cropland (especially alfalfa), pastures, open grassland, or oak savannah for foraging (England et al. 1997, Woodbridge 1998). Swainson's hawks build sturdy stick nests in low willows, box elders, oaks, or other trees, breeding from early March through July (England et al. 1997). Swainson's hawks are neotropical migratory birds, flying south after the breeding season to spend their winter months on the Pampas of Argentina (England et al. 1997, Canavelli et al. 2003). Stresses on winter populations, including pesticide poisoning, on the winter grounds have contributed to declines in North American breeding populations.

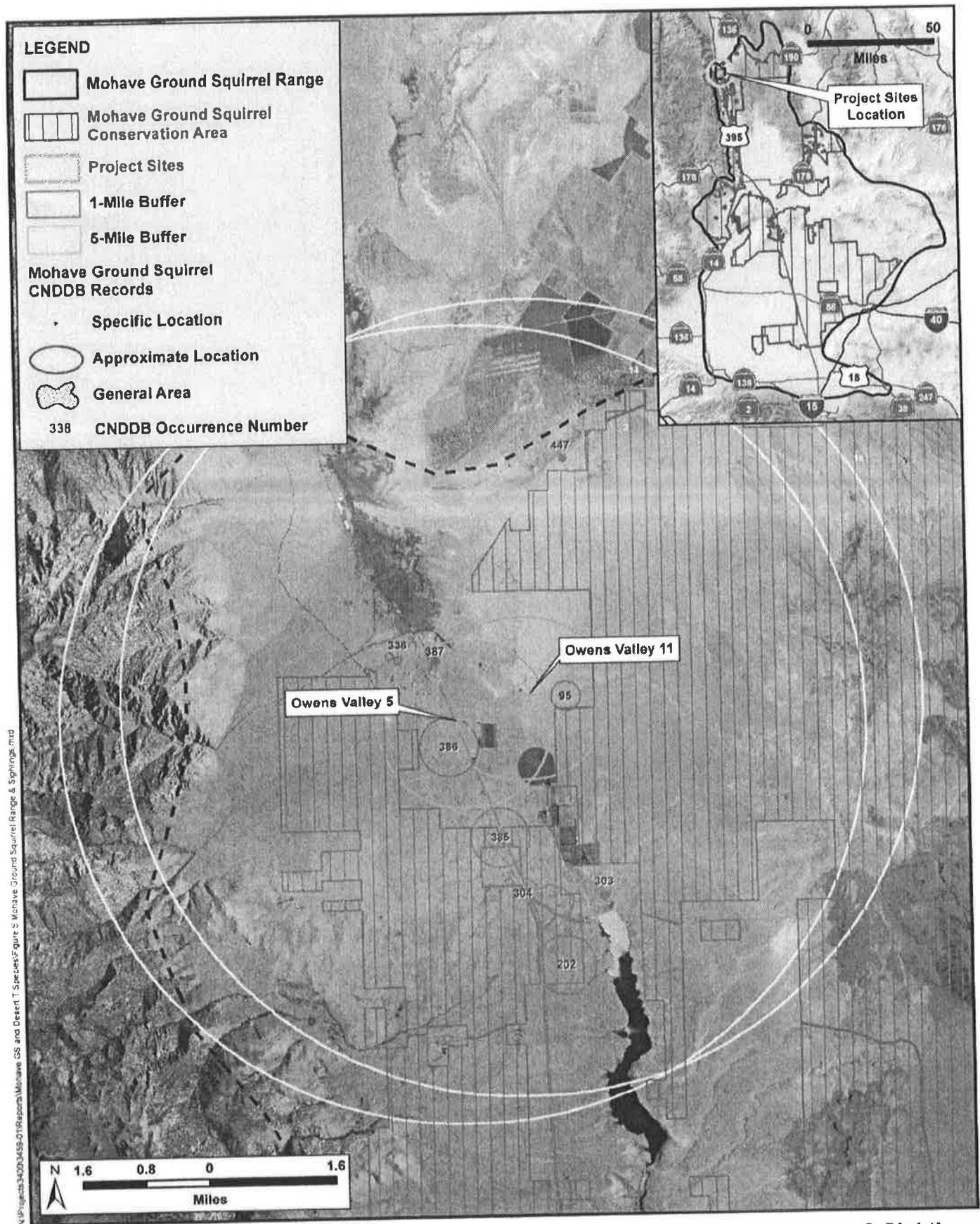
The CNDDDB lists a record of an individual soaring west of a "known nest site" in 2003. This nest is in a row of trees associated with the lush agricultural habitat found at Butterworth Ranch approximately 1.2 mi southeast of OV5 easily identified in Figure 5. Any Swainson's hawks nesting in the vicinity of the Project sites are associated with alfalfa fields 1.2 mi southeast of OV5. The Project sites provide low quality foraging habitat for the species, and any use of the Project sites for foraging by Swainson's hawk is incidental at most.

Mohave Ground Squirrel. Federal Listing Status: None; State Listing Status: Threatened. The Mohave ground squirrel occurs in portions of 4 counties (Inyo, Kern, Los Angeles, and San Bernardino) in the Lower Sonoran Life Zone of the western Mojave Desert and occupies open creosote bush scrub, alkali desert scrub (*Atriplex*), and Joshua tree woodland in areas with flat to moderate terrain (Figure 6). The Mohave ground squirrel tends to avoid rocky areas and typically constructs burrows in sandy, alluvial, and gravelly soils (Best 1995).

The Mohave ground squirrel emerges from aestivation in spring, typically between mid-February and March, and actively forages for vegetation, seeds, arthropods, and fruit (Best 1995) and tends to stay close to its burrow while foraging. Burrows are used for aestivation and hibernation, predator avoidance, and thermoregulation. The breeding season occurs soon after emergence, and gestation lasts approximately 30 days (Best 1995). Avian and terrestrial predators of the Mohave ground squirrel include the Mojave rattlesnake (*Crotalus scutulatus*), desert kit fox, coyote, North American badger, bobcat (*Lynx rufus*), prairie falcon (*Falco mexicanus*), golden eagle (*Aquila chrysaetos*), and red-tailed Hawk (Best 1995). After acquiring fat stores for hibernation, the Mohave ground squirrel typically enters aestivation in July or August. Habitat conversion to agriculture, suburban and urban land development, and military base development and operation has contributed to a decline in the abundance of Mohave ground squirrels.

Exhibit 3

The Project sites are within the Mohave ground squirrel distribution range but outside the Mohave Ground Squirrel Conservation Area (Figure 6). Mohave ground squirrel was not observed during the survey; however, suitable habitat exists onsite. The desert saltbush scrub habitat found on the Project sites is one of the community associations associated with this species and favored forage plants such as spiny hopsage and white bursage were observed. Furthermore, both sites have friable soils and burrows consistent with Mojave ground squirrel burrows such as the burrow depicted in Photo 3 above. The CNDDDB (2013) records contain sightings of Mohave ground squirrel 0.35 mi east of the OV11 site and within the project boundary of the OV5 site. Nine occurrences of Mohave ground squirrel are recorded within a 5-mile radius of the sites and 2 recorded sightings were within 1-mile of each site (Figure 6). Therefore, the species may occur on the Project sites.



N:\Projects\3459-01\Mapcom\Mohave_GS_and_Desert_T_Species\Figure 5 Mohave Ground Squirrel Range & Sightings.mxd

Figure 6: Mohave Ground Squirrel Range & Sightings
 Ecos Energy, Owens Valley Solar (3459-01)
 June 2013

Exhibit 3

Burrowing Owl. Federal Listing Status: None; State Listing Status: Species of Special Concern. The burrowing owl is a small, terrestrial owl of open country. These owls prefer annual and perennial grasslands, typically with sparse or nonexistent tree or shrub canopies. In California, burrowing owls are found in close association with California ground squirrels; owls use the abandoned burrows of ground squirrels for shelter and nesting. The nesting season as recognized by the CDFW (CDFW 1995) runs from 1 February through 31 August. After nesting is completed, adult owls may remain in their nesting burrows or in nearby burrows, or they may migrate (Gorman et al. 2003); young birds disperse across the landscape from 0.1 mi to 35 mi from their natal burrows (Rosier et al. 2006).

Burrowing owls and suitable burrows capable of supporting burrowing owls were not observed during reconnaissance surveys on either OV5 or OV11. Burrowing owls are very sparsely distributed in desert habitats, such as are found on the Project sites, due to the sparseness of appropriate burrows. If appropriately sized burrows such as from a badger or a desert kit fox were present on either site, it would be possible that burrowing owls could occupy either OV5 or OV11; however, due to the height and density of onsite desert scrub vegetation, inhabitation of burrowing owls is unlikely.

Loggerhead Shrike. Federal Status: None; State Status: Species of Special Concern (Nesting). The loggerhead shrike is distributed throughout much of California, except in higher-elevation and heavily forested areas including the Coast Ranges, the Sierra Nevada, the southern Cascades, the Klamath and Siskiyou ranges, and the highest parts of the Transverse Ranges (Humble 2008). While the species range in California has remained stable over time, populations have declined steadily (Cade and Woods 1997). Loggerhead shrikes establish breeding territories in open habitats with relatively short vegetation that allows for visibility of prey; they can be found in grasslands, scrub habitats, riparian areas, other open woodlands, ruderal habitats, and developed areas including golf courses and agricultural fields (Yosef 1996). They require the presence of structures for impaling their prey; these most often take the form of thorny or sharp-stemmed shrubs, or barbed wire (Humble 2008). Ideal breeding habitat for loggerhead shrikes comprises short grass habitat with many perches, shrubs or trees for nesting, and sharp branches or barbed wire fences for impaling prey. Shrikes nest earlier than most other passerines, especially in the west where populations are sedentary. The breeding season may begin as early as late February and lasts through July (Yosef 1996). Nests are typically established in shrubs and low trees including sagebrush, willow, and mesquite, though brush piles may also be used when shrubs are not available. Loss and degradation of breeding habitat, as well as possible negative impacts of pesticides, are considered to be the major contributors to the population declines exhibited by this species (Cade and Woods 1997).

Loggerhead shrikes were not observed during the reconnaissance surveys of the Project sites. However, appropriate habitat was observed, and it is possible that loggerhead shrikes could occupy the Project sites.

Spotted Bat (*Euderma maculatum*). Federal status: None; State status: Species of Special Concern; USFS stats: Nonc. In California, the spotted bat has a patchy distribution throughout the western portion

Exhibit 3

of the state due to its dependence on rock-faced cliffs for roosting habitat. Roosts are found in small cracks in cliffs and rocky outcrops. The spotted bat forages over a variety of habitats, primarily for large moths.

Appropriate day roosts for spotted bats are absent from the Project sites and their vicinity. There are several CNDDDB (2013) records of spotted bats detected foraging on the periphery of Owen's lake, though these sightings are from habitats that are on the edge of wetter habitats than those found on the Project sites, such as meadows and riparian corridors. Given the distance to appropriate roosting habitat for spotted bats, it is unlikely that they would be found on the Project sites.

Pallid Bat (*Antrozous pallidus*). **Federal Status: None; State Status: Special Concern.** This medium-sized bat occurs throughout much of California. The pallid bat is usually found in open lowlands where it preys upon flightless insects. Pallid bats are most commonly found in oak savannah and in open dry habitats with rocky areas, trees, buildings, or bridge structures that are used for roosting. It prefers roosting in caves and mine tunnels but buildings and trees may also be used. Although crevices are important for day roosts, night roosts often include open buildings, porches, garages, highway bridges, and mines.

Appropriate day roosts for pallid bats are absent from the Project sites. There is some possibility that the abandoned residence north of OV11 or trees in the project vicinity could provide roosting habitat for pallid bats. Given the availability of potential roosting habitat in the Project vicinity, it is possible that this species could forage over the Project sites.

4.5 Jurisdictional Wetlands and Waters

The vegetation, soils, and hydrology of the Project sites were examined and no jurisdictional wetlands, waters, streams, ephemeral drainages, or washes are present on the Project sites.

Section 5.0 CEQA Impact Assessment

5.1 Significance Criteria

In accordance with Appendix G of the CEQA Guidelines, the following significance thresholds were used to evaluate the proposed Project's impacts to biological resources:

Would the proposed Project:

- 1) have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS;
- 2) have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFW or USFWS;
- 3) have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means;
- 4) interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites;
- 5) conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or
- 6) conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Table 4 CEQA Evaluation Criteria

Evaluation Criteria	As Measured by	Significance Threshold	Source
BIO-1. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS?	The potential for the project to disrupt essential behaviors for survival or reproduction, or result in the loss of species or their habitat.	Direct, indirect, and/or cumulative impacts result in a substantial adverse effect at a population level.	CEQA Guidelines Appendix G, Checklist Item (a)

Exhibit 3

Evaluation Criteria	As Measured by	Significance Threshold	Source
BIO-2. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS?	Acreage of temporary and permanent losses of vegetation, including riparian habitat or other sensitive natural community. Potential for facilitating the establishment and spread of noxious weeds, invasive and non-native plants. Acreage of lost foraging habitat for wildlife	Temporary and/or permanent losses or disturbance to habitat occur resulting in substantial adverse effects at a scale relevant to the resource.	CEQA Guidelines Appendix G, Checklist Item (b)
BIO-3. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Acreage of impacted jurisdictional wetland habitats.	Jurisdictional wetland habitats located in areas substantially degraded or removed.	CEQA Guidelines Appendix G, Checklist Item (c)
BIO-4. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Loss of corridor or nursery habitat or disruption in the use of these habitats.	Reduction in ecological services sufficient to substantially interfere with the target species use, survival, and/or reproduction within corridors and/or nursery habitats.	CEQA Guidelines Appendix G, Checklist Item (d)
BIO-5. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Goals and objectives of relevant local policies or ordinances.	Direct conflict with goals or objectives of local policies or ordinances.	CEQA Guidelines Appendix G, Checklist Item (e)
BIO-6. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Goals and objectives of relevant conservation plans.	Direct conflict with goals or objectives of relevant conservation plan.	CEQA Guidelines Appendix G, Checklist Item (f)

5.2 General Biological Measures

The General Biological Measures (GBMs) listed below are applicable to almost all of the impacts to biological resources, and, therefore, are not repeated for each separate impact. It is recommended that these measures be incorporated into the project and the conditions of approval.

GBM BIO-1: - Worker Environmental Awareness Program.

A County-approved biologist will prepare a Worker Environmental Awareness Program that is presented to all construction personnel and employees before any ground-disturbing activities commence at the Project site. This presentation will explain to construction personnel how best to avoid the accidental take of special-status species during construction. The program will consist of a brief presentation explaining endangered species concerns to all personnel involved in the Project. The program will include a description of special-status species potentially on the Project site and their habitat needs; an explanation of the status of the species and their protection under the Federal Endangered Species Act (FESA), the California Endangered Species Act (CESA), Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and the California Fish and Game Code; specific mitigation measures applicable to special-status species, and the penalties for take. The program shall be recorded electronically, and all future facility employees shall be required to review the recording prior to the initiation of work on the Project site.

The Worker Environmental Awareness Program will be implemented by the Applicant prior to the start of ground disturbance and will be continue through the construction phase for all construction personnel. A separate Worker Environmental Awareness Program will be implemented by the Applicant prior to project operation for all permanent project employees. This program will include all information above as applicable to project operations.

GBM BIO-2: - Construction-specific Best Management Practices (BMPs).

- a. Prior to ground disturbance, the disturbance areas shall be clearly delineated by stakes, flags, or other clearly identifiable system.
- b. All construction pipes, culverts, or similar structures greater than four inches in diameter stored and/or stacked on the Project site for one or more overnight periods will be either securely capped prior to storage or thoroughly inspected for wildlife before the pipe is subsequently moved, buried, capped, or otherwise used. Materials such as wooden pallets, wooden power poles, and metal tubing providing nesting and shelter habitat for birds during the nesting season and artificial refugia for other special-status species shall be thoroughly inspected prior to use. If encountered, wildlife shall be allowed to escape unimpeded, removed by a qualified biologist and placed in a designated safe area away from construction activities, or left in place when required by regulations, policies, permits and/or conditions of approval.

Exhibit 3

- c. To prevent entrapment of wildlife, all excavations, steep-walled holes, or trenches in excess of six inches in depth shall be covered with plywood or similar materials when not in use or provided with at least one escape ramp constructed of earth dirt fill or wooden planks, or other material wildlife could ascend. Trenches will be inspected daily for entrapped wildlife prior to onset of construction activities and immediately prior to covering with plywood. Before such holes or trenches are filled, they will be thoroughly inspected for entrapped wildlife. Any wildlife discovered will be allowed to escape unimpeded before field activities resume or removed from the trench or hole by a qualified biologist and released at a safe nearby location.
- d. Avoidance and minimization of impacts to sensitive biological resources within active construction areas shall be aided by flagging, roping, or fencing.
- e. Dust suppression shall occur during construction activities when necessary to meet air quality standards and protect biological resources
- f. To the extent practicable, existing burrows will be preserved in place.
- g. During construction, the Applicant shall submit a written report to the County on an annual basis describing compliance with the biological mitigation measures.

GBM BIO-3: - Construction and Project Operations BMPs.

- a. To minimize disturbance of areas outside of the Project site, all construction and operational vehicle traffic shall be restricted to established roads, construction areas, and other designated areas. These areas will be included in pre-construction surveys and, to the extent possible, shall be established in locations disturbed by previous activities to prevent further impacts.
- b. Construction and operational vehicles shall observe a 25 miles per hour (MPH) speed limit during daylight hours within Project areas, except on county roads and state and federal highways. During limited nighttime activities, all construction and operational vehicles shall observe a 20-MPH speed limit. Speed limit signs shall be installed on the Project site upon initiation of site disturbance and/or construction.
- c. All general trash, food-related trash items (e.g., wrappers, cans, bottles, food scraps, cigarettes, etc.), and other human-generated debris scheduled to be removed shall be stored in animal-proof containers and/or removed from the site on a regular basis. No deliberate feeding of wildlife shall be allowed.
- d. New light sources shall be minimized, and lighting shall be designed (e.g., using downcast lights) to limit the lighted area to the minimum necessary.
- e. Use of chemicals, fuels, lubricants, or biocides shall be in compliance with all local, state, and federal regulations. All uses of such compounds shall observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and other state and federal legislation. If rodent control must be conducted, the control shall be restricted to interiors of building, and only zinc phosphide or rodenticide approved by the county shall be used because of lower risk to wildlife unless necessary for safety reasons.
- f. No firearms shall be allowed on the Project site, unless otherwise approved for security personnel.

Exhibit 3

- g. To prevent harassment or mortality of listed, special-status species, and common wildlife or destruction of their habitats, no domesticated animals of any kind shall be permitted in the Project site, with the exception of grazing animals prescribed for vegetation management and trained working animals used specifically for livestock management or species surveys (e.g., horses, livestock working dogs, scent tracking dogs).

GBM BIO-4: - Restore Temporary Impacts.

Areas of temporary, construction-related impacts shall be restored in accordance with a project Habitat Restoration and Revegetation Plan (HRRP). The plan will prescribe restoration actions needed for treatments to disturbed soils and vegetation to restore disturbed areas to pre-construction conditions or better. Only areas that were graded (i.e., soil resource were removed and replaced) will be subject to active restoration; however, the vegetation in the temporarily disturbed areas within the Project site will be monitored to ensure success, maintenance, and/or establishment of target habitat. This plan shall be developed by a qualified restoration biologist, knowledgeable desert restoration, and submitted to the County prior to the notice to proceed.

The HRRP will set forth trigger points where restoration will be required in response to construction-related impacts. It will also explicitly determine the process or processes required to restore habitats to pre-construction conditions or better. The HRRP shall, at a minimum, include the following Project-specific information:

- Prior to ground-disturbance, a vegetation study shall be conducted to determine baseline values for cover percentage, canopy height, and typical vegetation species composition in various habitats. This baseline data will be used to set comparative and attainable success criteria to establish the parameters needed in various habitats for the restoration to substantially restore the sites to pre-construction conditions or better.

All areas subject to temporary disturbance and restoration shall be monitored by a qualified restoration ecologist so that restoration success can be determined and relevant recommendations can be made for successful habitat establishment. Qualitative monitoring shall be required in all restored areas for at least two (2) years of at least average rainfall following construction or until pre-defined restoration success criteria are met. These survey results will discuss species composition, growth and survivorship, germination success, invasive plant infestations, and areas where restoration was not successful in re-establishing adequate vegetation cover to prevent erosion and sedimentation-related impacts.

- Quantitative monitoring will occur annually for years one and two or until success criteria are met. In year one, monitoring will take place in January, April, and July, and in May during year two. The qualified restoration ecologist will use baseline vegetation data to set comparative success criteria

Exhibit 3

across the site; for example, if a habitat with less than 20% vegetation cover currently is being restored, success criteria for that area will only require 20% vegetation cover or better. Quantitative monitoring will be conducted in one-square-meter quadrats and will include at a minimum:

- Species composition and cover data
- Bare ground cover data
- Canopy height

These data will be used to measure and report native species coverage, and native and non-native species recruitment. Based on these results, the restoration ecologist will make specific recommendations for remedial actions if required. Reports shall be submitted to the County annually in January of the following year. Each annual report will include at a minimum:

- The name, title, and company of all persons involved in restoration monitoring and report preparation
- Maps or aerials showing restoration areas, transect locations, and photo documentation locations
- An explanation of the methods used to perform the work
- An assessment of the treatment success

5.3 Impacts and Proposed Mitigation Measures

5.3.1 Impact Bio – 1. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS.

Impacts to Mohave Ground Squirrel

Construction activities may result in take of individual Mohave ground squirrels. If Mohave ground squirrels are found to be occupying the site, the largest threat from the proposed Project would be crushing of burrows during grading and other construction activities. Individuals may also be hit by vehicles on access roads. Take from Project implementation may also occur as a result of loss of habitat due to installation of facility infrastructure and roads. If take of this state-listed species occurs, it would constitute a significant impact and a 2081 Incidental Take Permit from CDFW would be required.

Significance prior to mitigation: Potentially significant. Implementation of the following mitigation measures would reduce impacts on Mohave ground squirrel to a less-than-significant level.

Mitigation Measure 1: Conduct Focused Surveys for Mohave Ground Squirrels - Protocol-level surveys for Mohave ground squirrels at both Project sites should be performed according to CDFW's *Mohave Ground Squirrel Survey Guidelines* (2010). Resumes of the proposed biologists must be provided to the CDFW for approval prior to conducting the surveys. The protocol states that surveys for Mohave ground squirrel must be performed between 15 March and 15 July. Visual surveys of the sites must be undertaken between 15 March and 15 April. If Mohave ground squirrel is not detected, a total of 3 continuous 5-day sessions of trapping are required during each of the following periods: 15 March to 30 April, 1 May to 31 May, and 15 June to 15 July. Each trapping grid (80 ac) contains 100 traps arranged in 4 rows of 25, spaced 115 ft apart, though this grid may be modified in consultation with CDFW in the case of linear or irregularly-shaped Projects. If, at any time, a Mohave ground squirrel is captured, trapping will cease. If these surveys obtain positive results for Mohave ground squirrel, or if Mohave ground squirrel presence is assumed within potential habitat, incidental take authorization from CDFW is required. If these surveys determine that the Mohave ground squirrel is absent, no further action is necessary. If Mohave ground squirrels are found to inhabit the Project sites, the mitigation measures below shall be implemented.

Mitigation Measure 2: Implement Construction Monitoring for Mohave Ground Squirrel - A qualified biological monitor should be on site during initial ground-disturbing activities. The resume of the proposed biologist must be provided to the CDFW for approval prior to ground-disturbing activities. The name and phone number of the biological monitor shall be provided to a CDFW regional representative at least 14 days before the initiation of ground-disturbing activities. If the biological monitor observes a Mohave ground squirrel on the construction site, determines that a Mohave ground squirrel was killed by Project-related activities during construction, or observes a dead Mohave ground squirrel, a written report shall be sent to CDFW within 5 calendar days. The report will include the date, time of the finding or incident (if known), and location of the carcass and circumstances of its death (if known). Mohave ground squirrel remains shall be collected and frozen as soon as possible, and CDFW shall be contacted regarding ultimate disposition of the remains.

Mitigation Measure Bio 3: Preserve Off-site Habitat for Mohave Ground Squirrel - To mitigate potential permanent impacts to habitat from Project construction, the Applicant must acquire habitat occupied by Mohave ground squirrels at a ratio of 1:1 (1 ac of off-site habitat supporting Mohave ground squirrels preserved for each acre of desert saltbush scrub impacted by the Projects). Mitigation land shall be approved by CDFW. A conservation easement shall be established for the mitigated land and shall include a CDFW-approved Habitat Maintenance and Management Plan for the management of Mohave ground squirrel habitat in perpetuity. Alternatively, the Applicant may pay into a CDFW-approved Mohave Ground Squirrel Habitat Mitigation Bank at a ratio of 1:1. Mitigation areas should be relatively flat with a perennial plant cover ranging from 10 to 20% (Zemba and Gall 1980) and should support several plant species necessary for Mohave ground squirrel survival, including herbaceous annuals, winterfat, spiny hopsage, creosote bush, and burrobush (Best 1995). To the extent that the conservation lands for Mohave ground

squirrel provide suitable habitat for desert tortoise or burrowing owl, these lands may be combined to achieve the maximum conservation value for these species.

Significance After Mitigation: Less than significant

Impacts to Pallid Bat Habitat

Pallid bats may be potential occasional foragers on the Project sites, though both OV5 and OV11 lack appropriate roosting habitat for both bat species. However, saltbush scrub habitat such as found on the Project sites will remain regionally abundant after Project completion. Therefore, the loss of 40 acres of pallid bat foraging habitat is less than significant.

Significance: Less than significant

Impacts to Desert Tortoise

Project implementation, including associated construction activities, may cause injury or mortality of, or loss of habitat for, desert tortoise. If desert tortoise is found to be occupying the site, the largest threat from the proposed Project would be crushing of burrows during grading and other construction activities. Individuals may also be hit by vehicles on access roads. Take from Project implementation may also be a result from loss of habitat due to installation of facility infrastructure and roads. If take of this Federally and State-listed species occurs, it would constitute a significant impact; an incidental take permit from the USFWS either through a Section 7 or a Section 10 consultation; and a 2081 Incidental Take Permit from CDFG would be required.

Significance prior to mitigation: Potentially significant. Implementation of the following mitigation measures would reduce impacts on desert tortoise to a less-than-significant level.

Mitigation Measure 4: Conduct Focused Surveys for Desert Tortoise - Protocol-level surveys for desert tortoise, at both Project sites, should be performed. Surveys should be performed according to the USFWS's *Preparing for any Action that may Occur Within the Range of the Mojave Desert Tortoise (Gopherus agassizii)* (2010). Resumes of the proposed biologists must be provided to the USFWS and CDFW for approval prior to conducting the surveys. The Project sites meet all of the requirements that would trigger pre-project surveys as they both contain each of the following:

- Creosote bush scrub, Joshua tree woodland, Mojave-saltbush-allscale scrub, blackbrush and/or juniper woodland communities.
- Average annual precipitation from 5 to 20-cm (2 to 8-in).
- Desert flats, valleys, washes, bajadas, alluvial fans, rolling hills, and/or low mountains.

Exhibit 3

- Elevations of ~100 to 1525-m (~300 to 5000-ft)
- Friable soils for digging burrows and/or caliche caves

The protocol states that for projects of 40 acres or larger, surveys for desert tortoise should be conducted during the tortoise's most active periods [April through May or September through October when air temperatures are below 40°C (104°F)]. Occurrence of *either* live tortoises or tortoise sign (burrows, scats, and carcasses) in the project area indicates desert tortoise presence. If either live tortoises or tortoise sign are observed in the project area, consultation with the USFWS will be required. The survey protocol contains an equation that will estimate the number of desert tortoise present on a site if any tortoises are encountered. If neither tortoises nor sign are encountered during the action area surveys and the project, or any portion of project, is ≤ 0.8 km² (200 acres) or linear, three additional 10-m (~30-ft) belt transects at 200-m (~655-ft) intervals parallel to and/or encircling the project area perimeter (200-m, 400-m, and 600-m from the perimeter of the project site) should be surveyed. These transects are only for the presence/absence determination; they are not included in the estimation of tortoise abundance. If neither tortoises nor sign are encountered during the surveys, as well as project perimeter surveys where appropriate, then the mitigation measures below are not necessary. The USFWS will consider the results of surveys to be valid for no more than one year.

Mitigation Measure 5: Implement Construction Monitoring for Desert Tortoise - For activities conducted between March 15 and November 1 in desert tortoise habitat, construction and operation activities shall be monitored by a Qualified Biologist approved by USFWS. The Qualified Biologist shall be present during all activities in which encounters with tortoises may occur. The Qualified Biologist shall watch for tortoises wandering into the construction areas, check under vehicles, examine excavations and other potential pitfalls for entrapped animals, examine exclusion fencing, and conduct other activities necessary to ensure that death or injuries of tortoises is minimized. A project specific plan for avoiding injury or death of desert tortoise during construction will be implemented and will contain, but not be limited to:

- The Applicant will install desert tortoise exclusion fencing around all construction areas prior to initiation of ground disturbing activities. The fence would be constructed of 1/2 in mesh hardware cloth and extend 18 in above ground and 12 in below ground. In locations where burial of the fence is unfeasible, the lower 12 inches will be folded outward against the ground and staked to the ground to prevent desert tortoise entry. The fence will be checked monthly during construction to ensure its integrity. After fence installation, a qualified biologist will conduct a clearance survey for special status wildlife species within the construction site.
- A desert tortoise education program will be required for all workers prior to construction consistent with GBM BIC-1. The program will include identification, basic biology, general behavior, local distribution, sensitivity to human activities, legal protection, penalties for violating State or federal laws, impact avoidance methods, and reporting requirements.
- Vehicle speeds shall not exceed 15 MPH through desert tortoise habitat. Driving off established roads will be discouraged to the extent feasible.

Exhibit 3

- Preconstruction surveys will be conducted within 48 hours before construction from February 15 to November 15 and will be done within two weeks prior to construction between November 16 and February 14. All potential tortoise burrows in the construction zone, including those not recently used, shall be excavated by an approved biologist at the time of the survey.
- Trash and food items shall be contained in closed containers and regularly removed to reduce the attractiveness of the area to opportunistic predators such as common ravens, coyotes and feral dogs. Pets will be prohibited from the construction site.

Mitigation Measure 6: Preserve Off-site Habitat for Desert Tortoise - Should surveys conclude that desert tortoise occupy the Project sites, compensation habitat will be obtained to offset loss of desert tortoise habitat. A recommended compensatory mitigation ratio of 1:1 is considered adequate since OV5 and OV11 are not within desert tortoise critical habitat, and the sites contain habitat that is considered as moderately suitable habitat for the species. Mitigation habitat may be obtained through onsite preservation, private purchase of suitable mitigation lands, or purchase of credit in an existing mitigation bank if applicable. To the extent that the conservation lands for desert tortoise provide suitable habitat for Mohave ground squirrel or burrowing owl, these lands may be combined to achieve the maximum conservation value for these species. The final mitigation ratio and location of mitigation lands will require consultation with the USFWS and CDFW.

Significance after mitigation: less-than-significant

Impacts to Burrowing Owl

Burrowing owls usually nest and roost in the burrows of a variety of burrowing mammals, or in artificial cavities (Poulin et al. 2011). Burrowing owls prefer open, dry grasslands, deserts, or scrublands, and are year-round residents in central and southern California (Gervais et al. 2008).

Burrowing owls are very sparsely distributed in desert habitats, such as are found on the Project sites, due to the sparseness of appropriate burrows. Desert scrub habitat on the Project sites is beyond the height and density preference of burrowing owls. Very few suitable burrows were observed on the sites, and the burrows that were present did not contain signs of occupancy and were unoccupied at the time of the survey. The project sites are also outside the species historic and current breeding range (USFWS 2003).

Given the abundance of similar low quality burrowing owl habitat in the region, the loss of 40 ac of habitat on the Project sites would not significantly reduce the amount of regional habitat available for the species or reduce its range and the loss of habitat is considered less than significant. However, burrowing owls may potentially inhabit the Project sites.

Exhibit 3

If the site becomes occupied by burrowing owls, project implementation, including associated construction activities, may cause injury or mortality of burrowing owls. Burrowing owls in burrows, as well as their eggs and young, could be killed or injured if hit or crushed by construction equipment (e.g., graders, scrapers, bulldozers, and trucks), or entombed in burrows by soil compaction. Chemicals, fuels, or lubricants spilled on the ground could result in fouling or poisoning of burrowing owls and their common prey species. Disturbance of burrows during the breeding season (1 February through 31 August) could result in the displacement of breeding birds and the abandonment of active nests. Specifically, ground disturbance during construction could contribute to the incidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment. Reductions in the numbers of this rare species, directly or indirectly (through nest abandonment or reproductive suppression), would constitute a significant impact. Therefore, we recommend that the following measures be considered for inclusion in the appropriate environmental documentation to ensure that, if burrowing owls should occur within the project construction footprint, or at a utility pole location, their presence would be detected before any construction activities began, and any potential impacts could be addressed.

Significance: Level of significance of potential impacts prior to mitigation: potentially significant

Mitigation Measure Bio 3A: Conduct Pre-construction Surveys for Burrowing Owl - Conduct pre-construction surveys for burrowing owls and implement appropriate measures to avoid impacts. No more than 14 days before the start of initial ground-disturbing activities, a qualified biologist(s) shall conduct focused, pre-construction, take-avoidance surveys for burrowing owls within all areas proposed for ground disturbance that contain suitable owl habitat (CDFW 2012). These surveys shall also closely follow CDFW-recommended methods described in the *Staff Report on Burrowing Owl Mitigation* (CDFW 2012) by including at least three visits to the Project site during the morning (one hour before to two hours after sunrise) and/or evening (two hours before to one hour after sundown) within the specific 14-day survey window. Observations shall be conducted from strategic locations, selected based on knowledge of known or potential burrow locations, and located to avoid unnecessary disturbance of any owls that are present.

If pre-construction surveys confirm the presence of burrowing owls within areas proposed for disturbance the following avoidance measures shall be implemented.

- Occupied burrows shall not be disturbed during the nesting season (1 February through 31 August) unless a qualified biologist verifies, through noninvasive methods, that either (1) the birds have not begun egg-laying and incubation, (2) a previously active nest has failed and re-nesting is highly unlikely, or (3) all juveniles from the occupied burrow are foraging independently and capable of independent survival. Owls present after February 1 shall be assumed to be nesting unless evidence indicates otherwise. Nest-protection buffers described below shall remain in effect until 31 August or, based upon monitoring evidence, until the nest has failed or all juvenile owls are foraging independently (potentially extending beyond August 31 in rare cases; e.g., see Gervais and Rosenberg 1999).

Exhibit 3

1. Site-specific, no-disturbance or buffer zones shall be established and maintained between Project activities and occupied burrows, using the distances recommended in the CDFW guidelines (CDFG 2012). During the breeding season, this buffer is generally 656 ft, and during the nonbreeding season, the buffer is generally 492 ft; however, these distances can vary depending on the level of disturbance. In some cases, shorter buffer distances than the standard recommendations may be acceptable if existing conditions suggest that owls are capable of tolerating closer disturbances. Burrowing owls regularly differ in behavioral traits that allow them to cope with disturbance, and many are relatively tolerant of human disturbance (Zairn 1974, Haug et al. 1993, Poulin et al. 2011). Furthermore, individual burrowing owls may distribute themselves among breeding sites depending on their individual tolerance of human disturbance (Carrete and Tella 2010). Therefore, it follows that a pair of breeding owls that chooses a nest burrow in close proximity to Project activities and development is tolerant of the existing activity and disturbance levels. The appropriateness of using reduced buffer distances or burrow-specific buffer distances shall be established on a case-by-case basis by a qualified biologist and in consultation with CDFW, and shall depend on existing conditions (e.g., vegetation/topographic screening and current disturbance regimes). If necessary, nest buffer distances shall be carefully reassessed and relaxed or modified, based on future development plans (e.g., increased or intensified construction activities), by a qualified biologist and in consultation with CDFW. The buffer zones shall be clearly delineated by fencing.
- During the nonbreeding season (generally 1 September – 31 January), a qualified biologist may passively relocate owls found within construction areas. The biologist shall accomplish such relocations using one-way burrow doors installed and left in place for at least two nights; owls exiting their burrows will not be able to re-enter. Then, immediately before the start of construction activities, the biologists shall remove all doors and back-fill the burrows to prevent reuse. To prevent evicted owls from occupying other burrows in the impact area, the biologist shall, before eviction occurs, (1) install one-way doors and backfill all potentially suitable burrows within the impact area, and (2) install one-way doors in all suitable burrows located within approximately 50 ft of the active burrow, then remove them once the displaced owls have settled elsewhere. When temporary or permanent burrow-exclusion methods are implemented, the following steps shall be taken:
 1. The Applicant shall develop a Burrowing Owl Exclusion Plan, which must be approved by the local CDFW office before use. The plan shall address avoidance measures; selection, preparation, and installation of artificial burrows; passive relocation strategies; and requirements for monitoring and reporting on relocation sites.
 2. A qualified biologist shall verify that, once evicted, owls have access to multiple, unoccupied, alternative burrows, located nearby (within 250 ft) and outside of the projected disturbance zone. If no suitable alternative natural burrows are available for the owls, then, for each owl that is evicted, at least two artificial burrows shall be installed in suitable nearby habitat areas. Installation of any required artificial burrows preferably shall occur at least two to three

Exhibit 3

weeks before the relevant evictions occur, to give the owls time to become familiar with the new burrow locations before being evicted.

3. Individual burrowing owls differ in their tolerances to human disturbance and may distribute themselves differently depending on their individual tolerances (Haug et al. 1993, Carrete and Tella 2010, Poulin et al. 2011). Preemptively excluding burrowing owls from suitable burrows adjacent to sustained or low-level disturbance areas during construction would ultimately limit available suitable nesting and refuge habitat where burrowing owls could successfully breed and escape from predators. Passive relocation of burrowing owls shall be limited in areas adjacent to Project activities that have a sustained or low-level disturbance regime; this approach will allow burrowing owls that are tolerant of Project activities to occupy quality, suitable nesting and refuge burrows. The use of passive relocation techniques in a given area shall be determined by a qualified biologist in consultation with the CDFW, and shall depend on existing and future conditions (e.g., time of year, vegetation/topographic screening, and disturbance regimes).
4. Temporary exclusion of owls shall be performed in accordance with the *Staff Report on Burrowing Owl Mitigation* (CDFW 2012).

Impacts to Raptors

Raptors and other birds may also be subject to injury or mortality due to collision with, or electrocutions from, power lines. The new power lines to be added as part of the Project are a series of low, distribution lines that would convey electricity from the solar arrays to the LADWP point of interconnection. The majority of electrocutions are caused by lines that are energized at voltage levels between 1 kV and 69 kV, and “the likelihood of electrocutions occurring at voltages greater than 69 kV is extremely low” (Avian Power Line Interaction Committee [APLIC] 2006). Because the proposed Project would involve new distribution lines with voltages lower than 69 kV, it could result in the electrocution of special-status bird species.

Large and medium-sized, aerial-perching special-status birds, such as red-tailed hawks, would be susceptible to electrocution by the Project's distribution lines because of the birds' large size, their presence at the Project site, and their tendency to perch on tall structures. The design characteristics of the poles and connections are a major factor in raptor electrocutions because raptors and other large, aerial-perching birds often perch on tall structures that offer optimal views of potential prey (APLIC 2006). Electrocution occurs only when a bird simultaneously contacts two energized phase conductors or an energized conductor and grounded hardware. This happens most frequently when a bird attempts to perch on a transmission tower or pole where there is insufficient clearance between these elements. Raptors that use towers for nesting could be electrocuted while landing. Furthermore, nests may be built in areas that are susceptible to electrical charges, which could result in a fire as well as an electrical outage.

Exhibit 3

Bird collisions with power lines generally occur when (1) a power line or other aerial structure transects a daily flight path used by a concentration of birds, or (2) migrants are traveling at reduced altitudes and encounter tall structures in their path (Brown 1993). Collision rates generally increase in low light conditions; during inclement weather, such as rain or snow; during strong winds; and during panic flushes when birds are startled by a disturbance or are fleeing from danger. Collisions are more probable near wetlands, in valleys bisected by power lines, and within narrow passes where power lines run perpendicular to flight paths. Passerines (e.g., songbirds) and waterfowl (e.g., ducks) are known to collide with wires (APLIC 2012), particularly during nocturnal migrations or poor weather conditions (Avery et al. 1978). However, passerines and waterfowl have a lower potential for collisions compared to larger birds, such as raptors. Some behavioral factors contribute to a lower collision mortality rate for these birds. Passerines and waterfowl tend to fly under power lines, whereas larger birds generally fly over lines, where they risk colliding with higher static lines. Also, many smaller birds tend to reduce their flight activity during poor weather conditions (Avery et al. 1978). Because the proposed distribution lines are low, they are not expected to pose a substantial collision hazard for birds.

Large scale solar facilities also present risk for bird collisions with solar panels. While the solar facilities here will occupy 40 ac, the operation of the solar panels may still cause an increase in glare and Polarized Light Pollution (PLP) from light reflecting off of dark colored anthropogenic structures. According to Horvath et al. (2009), PLP caused by anthropogenic structures can alter the ability of wildlife to seek out suitable habitat and elude or detect the presence of predators, and effectively navigate using natural polarized light patterns, ultimately affecting dispersal and reproduction. Birds moving between the perennial and ephemeral streams on the Project site or the adjacent stock ponds would be at an increased risk of collision with the solar panels as the panels might be mistaken for open sky or water. Based on the known distribution of the species in the project area, observations made during surveys, and fatality results emerging from other solar sites in California, some collision mortality of avian species is anticipated to occur.

Significance prior to mitigation: Potentially significant. Implementation of the following mitigation measures would reduce impacts on raptors and other birds to a less-than-significant level.

Mitigation Measure 9. Implement Avian Power Line Interaction Committee (APLIC) guidelines for reducing avian collisions with power lines. The Applicant shall construct all distribution lines in accordance with the most recent APLIC guidelines for minimizing avian collisions (*Reducing Avian Collisions with Power Lines*; APLIC 2012) associated with construction of the Project. Applicable measures include marking the transmission line with bird flight diverters. Details of design components shall be indicated on all construction plans. The Applicant shall monitor for new versions of the APLIC guidelines and update designs or implement new measures as needed during Project construction, provided these actions do not require the purchase of previously ordered transmission line structures.

Mitigation Measure 10. Implement APLIC guidelines for minimizing avian electrocutions. The Applicant shall construct all distribution lines and associated facilities in accordance with policies set forth in the most recent APLIC guidelines for minimizing avian electrocutions (*Avian Protection Plan Guidelines; APLIC 2006*) associated with construction of the Project. Specific APLIC recommendations to be incorporated into the design to minimize avian electrocutions shall include, at a minimum, the following measures:

1. Design the tops of structures to be safe for perching raptors.
2. Provide 60 inches separation between energized conductors and grounded or neutral conductors, pole line hardware that could provide a perch or nesting place, and overhead shield wires, including optical ground wire shield wire.
3. Ensure that all exposed jumper cables are completely covered with a cover of a qualified insulation rating.
4. Ensure insulation of all energized arresters with covers and insulated cables.

Details of design components shall be indicated on all construction plans. The Applicant shall monitor for new versions of the APLIC guidelines and update designs or implement new measures as needed during Project construction, provided these actions do not require the purchase of previously ordered transmission line structures.

Mitigation Measure 11. Implement a Bird and Bat Conservation Strategy (BBCS). The Applicant shall prepare a BBCS to guide development of the proposed Project in a manner that avoids and minimizes impacts to birds and bats to the maximum extent practicable. The BBCS would require the Applicant to conduct long term avian mortality studies on the project site, both within the solar arrays and along the distribution lines. The BBCS would document the level of bird mortality and if the County and regulatory agencies deemed the mortality excessive, would require the Applicant to take corrective actions including the placement of additional bird flight diverters, alterations to project components that have been identified as key mortality features (i.e., relocation of undergrounding of some features, the modification of project colors or coatings), or other appropriate actions approved by the County and regulatory agencies. Other measures including the collection and removal of trash (GBM B10-3) would reduce potential attractants for various birds.

Significance After Mitigation: Less than significant

Impacts to Nesting Birds

No threatened, endangered or candidate bird species were observed nesting within the Project sites. Various avian species are expected to use the on-site desert scrub habitat for breeding and foraging. Avian species observed within the Project sites include red-tailed hawk, common raven, horned lark, northern rough-winged swallow, and sage sparrow. Avian species likely to occur include lesser nighthawk, Costa's hummingbird, black-chinned sparrow, loggerhead shrike, and greater roadrunner. Direct and indirect

Exhibit 3

impacts to nesting or foraging raptors and passerines can be avoided or minimized through Project design and/or avoidance measures as described below.

If raptors or birds nest in areas where direct construction disturbance would occur, work during the breeding season (typically 1 February through 31 August) could result in the destruction of nests, eggs, or young. Active nests could be removed, trampled, or crushed by construction and use of access roads during construction; in addition, the noise, vibration, and movement of construction equipment and personnel in close proximity to the active nests of these species could cause adults to abandon eggs or young, resulting in their mortality. Artificial lights used during night construction may result in an increased potential for disturbance or mortality of species that prey on insects attracted to light sources. Many of the birds expected to be found nesting would be common species. The loss of common active bird nests or young, although not state- or federally listed, is regulated by the federal Migratory Bird Treaty Act (MBTA) and California Fish and Game Code Section 3503. Based on the observations of avian activity to date, there would be a likelihood of encountering nesting birds within the Project sites.

Operation of the Project also could affect nesting birds. In ecosystems where available nest substrates are limited, birds will nest in a variety of human-made substrates, including vehicles, debris piles, and other fixed structures. Depending on the species, birds may actively nest on the ground close to equipment, within the open metal framework of the cable tray, or even on idle construction equipment. Ground nesters would be subject to impacts including mortality from vehicle strikes, disturbance from vegetation management activities, potential disruption of nest sites, noise from transformer or facility operations, and human disturbance.

Significance prior to mitigation: Potentially significant. Implementation of the following mitigation measures would reduce impacts on raptors and other special-status birds to a less-than-significant level.

Mitigation Measure 12. Conduct pre-construction surveys for nesting and breeding raptors and other birds. Prior to any disturbance of the Project site (i.e., mobilization, staging, grading, or construction), the Applicant shall retain a qualified biologist to conduct pre-construction surveys for raptors and MBTA/state regulated birds. The surveys shall take place within the recognized breeding season (1 February to 15 August). The survey dates may be modified based on local conditions, in coordination with the qualified biologist. The survey for the presence of raptors shall cover all areas within 500 feet of Project construction. Other nesting birds shall be surveyed in an area within 300 feet of Project construction.

Mitigation Measure 13. Implement nesting and breeding raptor and bird avoidance measures. If breeding birds with active nests (nests with eggs or chicks) are found before or during construction, the qualified biologist shall establish an appropriate restricted buffer based on the species biology and the current and anticipated disturbance levels occurring in vicinity of the nest. The objective of the buffer shall be to reduce disturbance of nesting birds. All buffers shall be marked using high-visibility flagging or fencing, and, unless

Exhibit 3

approved by the qualified biologist, no ground-based construction activities shall be allowed within the buffers until the young have fledged from the nest or the nest fails.

Mitigation Measure 14 Cap all vertical pipes and piles. To prevent cavity-dwelling and -nesting birds from entering open vertical pipes and piles, all open vertical pipes and piles shall be capped or otherwise modified to prevent use by birds. Caps or other modifications shall be put in place before or immediately after pipe or pile installation. All caps or other exclusionary modifications shall be maintained for the duration of construction and operation.

Significance After Mitigation: Less than significant.

Impacts on Foraging and Nesting Swainson's Hawks

A Pair of Swainson's hawks are known to have nested at nearby Butterworth Ranch approximately 1.2 mi southeast of OV5 as recently as 2003, and may still nest there. Swainson's hawks nesting in the Owens Valley are tied to alfalfa production (Swainsonshawk.org 2013), and the nest in the vicinity of the Project site is associated with alfalfa fields 1.2 mi southeast of OV5. The loss of approximately 40 acres of desert saltbush scrub will have a less than significant impact as it will not restrict the range or substantially reduce the amount of suitable foraging habitat in the region.

Significance: Less than significant

Impacts to Loggerhead Shrikes from Loss of Habitat

Loggerhead shrikes potentially inhabit the Project sites. These sites will remain foraging habitat after Project completion, but nesting habitat will be lost by the removal of shrub habitat during Project construction. The loss of 40 ac of desert saltbush scrub habitat will not appreciably alter the amount of loggerhead shrike nesting habitat in the Project vicinity or restrict the range of the species in the region. Therefore, Project impacts to loggerhead shrike habitat are less than significant.

Significance: Less than significant

Impacts to Special Status Plants

No special-status plants were observed at either OV5 or OV11. The Project sites support only marginal habitat for both white piggy poppy (*Cambya candida*) and creamy blazing star (*Mentzelia tridentate*), and if present these species are not expected to occur in high numbers. Suitable habitat for these species is regionally

abundant, and the development of the 40 ac Project sites will not substantially reduce the number or restrict the range of these species. Therefore, Project impacts are less than significant.

Significance: Less than significant

5.3.2 Impact Bio 2. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS?

No riparian habitat or other sensitive natural communities are present on either site; therefore, no impact would occur.

5.3.3 Impact Bio 3. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No jurisdictional wetlands, waters, streams, ephemeral drainages, marsh, vernal pool, or washes are present on either site; therefore, no impact would occur.

5.3.4 Impact Bio 4. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Implementation of best management practices, including implementation of the GBMs and Mitigation Measures above would avoid and or minimize impacts to wildlife movement through the Project sites. Therefore, impacts will be less than significant.

5.3.5 Impact Bio 5. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

This report was prepared in accordance with the requirements of Section 8.6 Biological Resources found in the Inyo County General Plan Resource Conservation and Open Space Element. Specifically, this report

complies with Table 8-5 Biological Resources Implementation Measures of the Resource Conservation Element which requires pre-construction surveys, wetland determination, and sensitive habitat protection through no net loss of habitat. Therefore, no impact will occur.

5.3.6 Impact Bio 6. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

The Project sites are not located within an area containing a Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan; therefore, no impact will occur.

Section 6.0 Literature Cited

Avian Power Line Interaction Committee (APLIC). 2012. *Reducing Avian Collisions with Power Lines: The State of the Art in 2012*. Edison Electric Institute and APLIC. Washington, D.C.

Best, T. L. 1995. *Spermophilus mohavensis*. Mammalian Species 509:1-7.

Cade, T. J., and C. P. Woods. 1997. Changes in distribution and abundance of the loggerhead shrike. *Conservation Biology* 11:21-31.

Canavelli, S. B., M. J. Bechard, B. Woodbridge, M. N. Kochert, J. J. Maceda, and M. E. Zaccagnini. 2003. Habitat use by Swainson's hawks on their austral wintering grounds in Argentina. *Journal of Raptor Research* 37:125-134.

Carrete, M. & Tella, J.L. 2010. Individual consistency in flight initiation distances in burrowing owls: a new hypothesis on disturbance-induced habitat selection. *Biology Letters* 6: 167-170.

[CNDDDB] California Natural Diversity Data Base. 2013. Rarefind. California Department of Fish and Game, Sacramento, California.

[CDFW] California Department of Fish and Game. 2012. Staff report on burrowing owl mitigation. March 2012.

Exhibit 3

- [CDFW] California Department of Fish and Game (CDFG). 2012. Staff Report on Burrowing Owl Mitigation. March 7, 2012. <http://www.dfg.ca.gov/wildlife/nongame/docs/BUOWStaffReport.pdf>. April 25, 2013.
- [CNPS] California Native Plant Society. 2013. Inventory of Rare and Endangered Plants (online edition, v8-01a). California Native Plant Society. Sacramento, CA.
- England, A. S., M. J. Bechard, and C. S. Houston. 1997. Swainson's Hawk (*Buteo swainsoni*). in A. Poole, and F. Gill, editors. The Birds of North America. The Academy of Natural Sciences and The American Ornithologists' Union, Washington, D. C. and Philadelphia PA.
- Ernst, C. H., Barbour, R. W., and Lovich, J. E. 1994. Turtles of the United States and Canada. Smithsonian Institution Press, Washington. xxxviii + 578 pp.
- Gervais, J.A., D.K. Rosenberg, and L. Comrack. 2008. Burrowing Owl (*Athene cunicularia*), In Shuford, W.D. and T. Gardali. California Bird Species of Special Concern: A ranked assessment of species, subspecies, and distinct populations of birds of immediate conservation concern in California. Studies of Western Birds 1. Western Field Ornithologists, Camarillo, California, and California Department of Fish and Game, Sacramento.
- Gervais, J. A., and D. K. Rosenberg. 1999. Burrowing owls in California produce second broods of chicks. Wilson Bull. 111:569-571.
- Gorman, L., R., D. K. Rosenberg, N. A. Ronan, K. L. Haley, J. A. Gervais, and V. Franke. 2003. Estimation of reproductive rates of Burrowing Owls. J. Wildl. Manage. 67:493-500.
- Haug, E.A. and A.B. Didiuk. 1993. Use of recorded calls to detect burrowing owls. J. Field Ornithol. 64:188-194.
- Haug, E.A., B.A. Millsap, and M.S. Martell. 1993. Burrowing Owl (*Speotyto cunicularia*). In: A. Poole and F. Gill (eds.), The Birds of North America, No. 61. Philadelphia: The Academy of Natural Sciences; Washington, D.C.: The American Ornithologists' Union.
- [NRCS] Natural Resource Conservation Service. 2013. Official Soil Series Descriptions - Cajon. [online]: https://soilseries.sc.egov.usda.gov/OSD_Docs/C/CAJON.html. Accessed 13 May 2013.
- [NRCS] Natural Resource Conservation Service. 2013. Official Soil Series Descriptions - Mazourka. [online]: https://soilseries.sc.egov.usda.gov/OSD_Docs/M/MAZOURKA.html. Accessed 13 May 2013.

Exhibit 3

- Poulin, Ray, L. Danielle Todd, E. A. Haug, B. A. Millsap and M. S. Martell. 2011. Burrowing Owl (*Athene cunicularia*), The Birds of North America Online (A. Poole, Ed.). Ithaca: Cornell Lab of Ornithology; Retrieved from the Birds of North America Online: <http://bna.birds.cornell.edu/bna/species/061>
- Rosier, J. R., N. A. Ronan, and D. K. Rosenberg. 2006. Post-breeding dispersal of burrowing owls in an extensive California grassland. *American Midland Naturalist* 155:162-167.
- Sernka, K.J. 1999. Swainson's hawks breeding in the Owen's Valley of California. California Department of Fish and Game, Wildlife Management Division, Non-game Bird and Mammal Section.
- Smallwood, K. S. 1995. Scaling Swainson's hawk population density for assessing habitat use across an agricultural landscape. *Journal of Raptor Research* 29:172-178.
- Swainsonhawk.org. 2013. Owens Valley Migration Study. <http://www.swainsonhawk.org/migration.html>. Accessed 12 May 2013.
- Shuford, W. D. and T. Gardali, editors. 2008. California bird species of special concern: A ranked assessment of species, subspecies, and distinct populations of birds of immediate conservation concern in California. *Studies of Western Birds* 1. Western Field Ornithologists, Camarillo, California, and California Department of Fish and Game, Sacramento, California.
- Smallwood, K. S. 1995. Scaling Swainson's hawk population density for assessing habitat use across an agricultural landscape. *Journal of Raptor Research* 29:172-178.
- Trulio, L. A. 1995. Passive relocation: a method to preserve burrowing owls on disturbed sites. *Journal of Field Ornithology* 66:99-106.
- [USFWS] U.S. Fish and Wildlife Service. 1994a. Desert Tortoise (Mojave Population) Recovery Plan. Regions 1, 2, and 6 of the U.S. Fish and Wildlife Service, Region 1, Lead Region, Portland, Oregon. 73 pp + Appendices A – I and Literature Cited section.
- [USFWS] U.S. Fish and Wildlife Service. 1994b. Endangered and threatened wildlife and plants; determination of critical habitat for the Mojave population of the desert tortoise. *Federal Register* 55(26):5820-5866. Washington, D.C.
- [USFWS] Status Assessment and Conservation Plan for the Western Burrowing Owl in the United States. Biological Technical Publication BTP-R6001-2003. 2003. 120 p.
- [Service] U.S. Fish and Wildlife Service. 2010. Preparing for any action that may occur within the range of the Mojave desert tortoise (*Gopherus agassizii*), 2010 Field Season

Exhibit 3

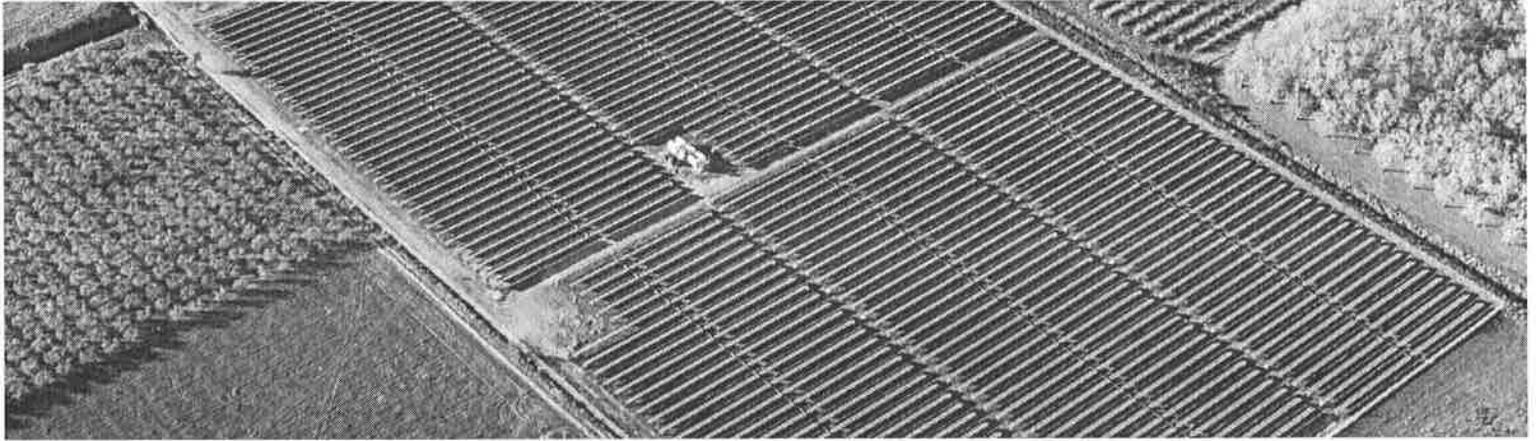
[USFWS] U.S. Fish and Wildlife Service. 2011. Revised recovery plan for the Mojave population of the desert tortoise (*Gopherus agassizii*). U.S. Fish and Wildlife Service, Pacific Southwest Region, Sacramento, California. 222 pp.

Woodbridge, B. 1998. Swainson's Hawk (*Buteo swainsoni*). In The Riparian Bird Conservation Plan: a strategy for reversing the decline of riparian-associated birds in California. California Partners in Flight. http://www.prbo.org/calpif/htmldocs/riparian_v-2.html

BOARD OF SUPERVISORS PACKET

EXHIBIT #4

Exhibit 4



Ecos Energy

Munro Valley Solar – Glare Study

Prepared By Blue Oak Energy

Revision	Date	Description
0	July 22, 2013	Original Draft
1	August 14, 2013	Edits

Exhibit 4

Contents

Executive Summary..... 3
Glint and Glare with Solar module..... 3
Reflectivity of Solar Modules 4
Motion of the Earth and Sun 5
Orientation of Solar Arrays 8
Geography of Location & Analysis 9
A) SITE 1: 3MW ARRAY 11
B) SITE 2: 1MW ARRAY 14
Conclusions and Recommendations..... 17
Glossary..... 18
References 18

Attachments:

Sandia National Laboratory – Solar Glare Hazard Analysis Tool (SGHAT) - Brochure 21



Executive Summary

The purpose of this study is to analyze the potential adverse impacts from glint and glare on vehicle traffic along US Highway 395 and surrounding properties from the proposed photovoltaic system, located east of US Highway 395 and south of the town of Olancho. The issue of glint and glare, as it pertains to photovoltaic systems, has been studied by the FAA³, Air Force and Sandia National Labs^{1,5} extensively. Sandia National Labs has produced the Solar Glare Hazard Analysis Tool, which has been used to run simulations for different observation points around the proposed fixed tilt photovoltaic solar array. The analysis found that glare can cause an after image from drivers along HWY 395 is present in the early AM during spring and summer months. However, traffic is expected to be moving at a speed such that the driver will pass the location quick enough to only have minor visual effects from the glint and glare. Steps such as a slatted fence can be investigated to mitigate the negative effects on the traffic.

Glint and Glare with Solar module

Glint is the direct reflection of the sun's light while glare is the reflection of surrounding bright diffuse light around the sun. The intensity of glare is many times less than that of glint; however, glare is often used to refer to both glint and glare. For simplification purposes we will use the term glare for both affects in this report unless otherwise noted. The concern with glare is the following: at which point is a person's vision impaired by glare as a result of flash blindness which is the temporary after image one experiences after looking at a bright light.

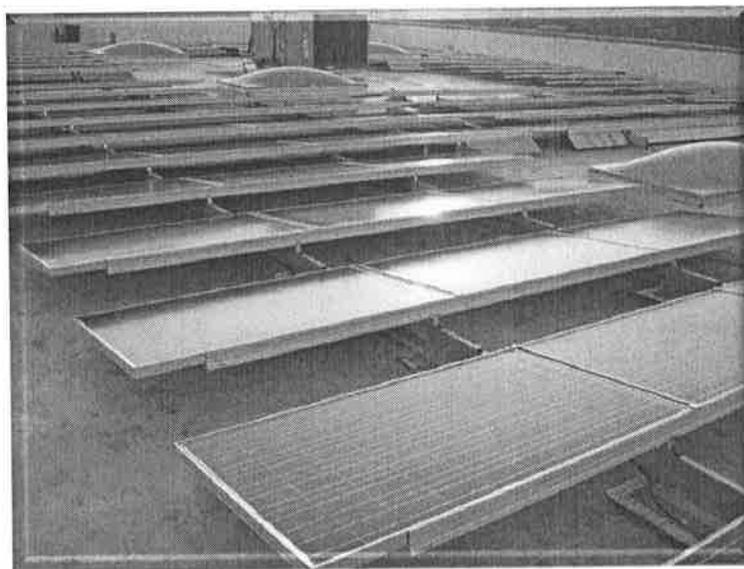


Figure 1 - Glint and Glare from Setting Sun on Fixed Tilt Array – 12/09 – 5:37pm

The amount of light energy required to cause flash blindness, according to a study performed by Sandia National Labs¹, is 7-11 W/m² (or 650-1,100 lumens/m²) at the observer's eyes. The light energy from the



sun is referred to as irradiance and varies with time of day, season, cloud cover and atmospheric haze. The average irradiance at sea level for a location perpendicular to the sun's rays is approximately⁷ 1000W/m².

Reflectivity of Solar Modules

Solar modules are designed to absorb as much light from the sun as possible although the solar cells have some reflectivity to protect the cells from the elements. The top surface of standard crystal photovoltaic (PV) modules is glass, which is the source of most of the reflected light. The combination of the anti-reflective coatings on the module glass and on the surface of the cells reduces the reflectivity below that of water and, depending on the angle of reflection, can be as low as 2%^{2,6} of incident light being reflected to an observer at low angles. As an example, mirrors of a concentrating solar power plant can reflect greater than 90% of the incident light, See Figure 2.

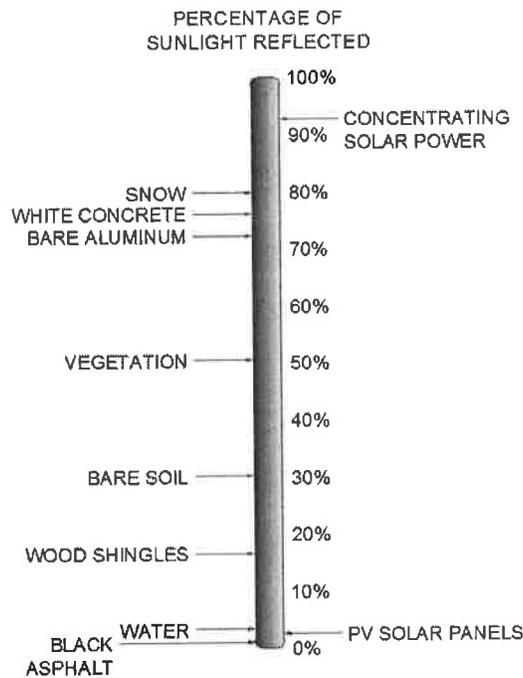


Figure 2 - Reflectivity of Common Materials verses Solar Systems^{3,4}



Assuming an irradiance of $1000\text{W}/\text{m}^2$ and a reflectivity of 2%, the amount of light reflected would be $20\text{W}/\text{m}^2$ which is enough to create flash blindness. The actual amount of the reflected light will depend on the angle between the module and sun as well as factors such as module soiling.

Motion of the Earth and Sun

The Earth tilts at an angle of 23.4° with respect to the plane of its orbit about the sun. Although there are minute changes over time the value is consistent within our lifetimes. The value changes about 0.01° in 82 years. With the tilt staying the same as the Earth orbits about the sun the angle to the sun from a fixed point varies giving us the seasons. December 21st, the winter solstice, is the shortest day of the year with North Pole leaning the farthest from the sun, See Figure 3. The suns location with respect to the horizon is called the azimuth. Table 1 shows the Azimuth in degrees in relation to the cardinal directions.

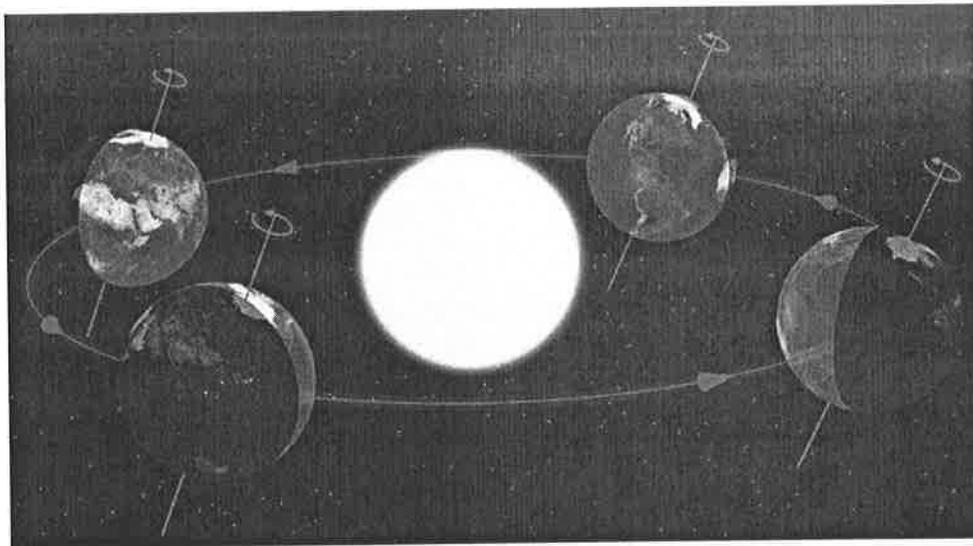


Figure 3 – Orientation of Earth and Sun, *Starting on the right and moving CCW is Winter Solstice, Vernal Equinox, Summer Solstice & Autumnal Equinox.* Image from Wikipedia (http://en.wikipedia.org/wiki/File:North_season.jpg)

Azimuth from North with Clockwise Rotation			
North	0° or 360°	South	180°
North-Northeast	22.5°	South-Southwest	202.5°
Northeast	45°	Southwest	225°
East-Northeast	67.5°	West-Southwest	247.5°



East	90°	West	270°
East-Southeast	112.5°	West-Northwest	292.5°
Southeast	135°	Northwest	315°
South-Southeast	157.5°	North-Northwest	337.5°

Table 1 - Azimuth in Degrees and Cardinal Directions

For the proposed site in Inyo County and with the tilt of the Earth the sun will rise south of the easterly direction. With an observer facing due east at sun rise, they would actually see the sun rise 28.9° to the south of the easterly direction with an azimuth of 118.9° (green line on Figure 4). The sun will also set 28.8° south of the Westerly direction with an Azimuth of 241.2° (red line on Figure 4). As the year progresses, sunrise and sunset will occur more to the north each day.

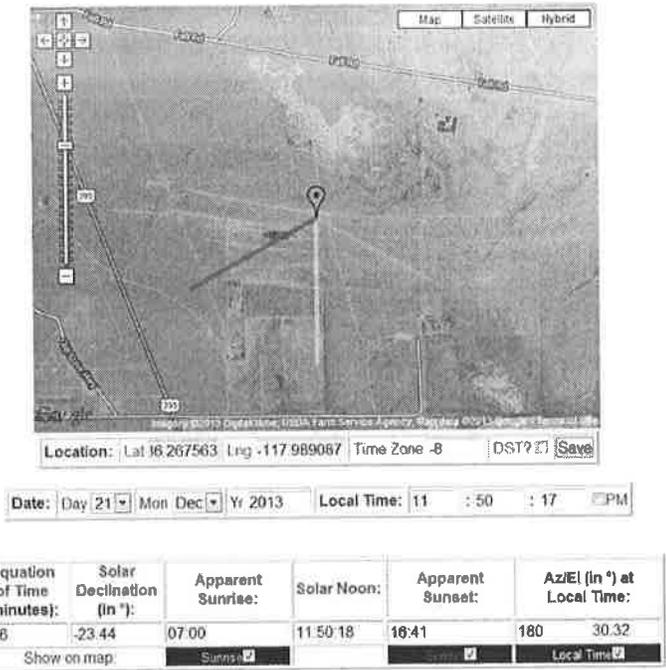


Figure 4 - Sunrise & Sunset Angles on Winter Solstice, Dec 21

On March 20th, the vernal Equinox, the Earth's orbit is 1/4th of the way around the sun. At this point the north and south poles are equidistant from the Sun. The sunrise and sunset will be due east and due west respectively, see Figure 5.

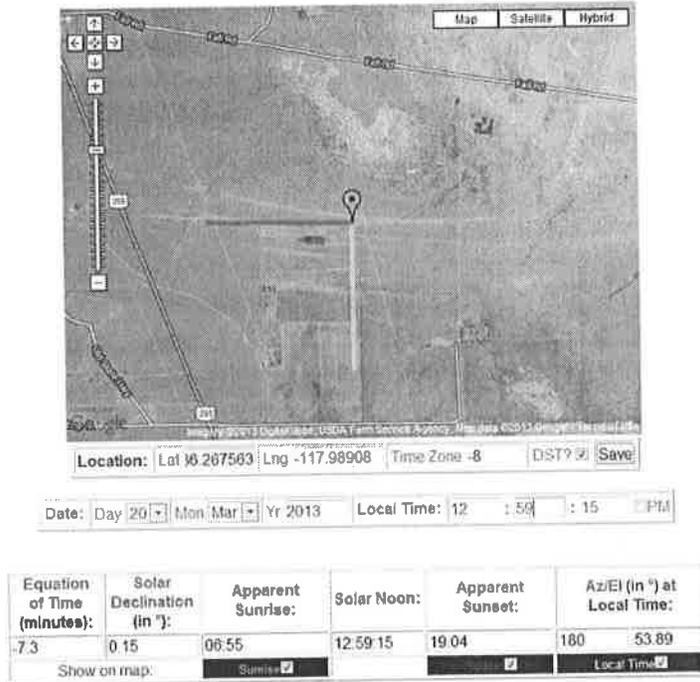


Figure 5 - Sunrise & Sunset Angles on Spring Equinox, Mar 20

Mid-year on June 20th, the Summer Solstice, the north poles tilt towards the sun is at its maximum. The sunrise and sunset occur at azimuths of 60° and 300° respectively, see Figure 6. By 8:19 AM the Sun's azimuth is 90° with an elevation of 42.4° and at 12:53PM, solar noon, the azimuth is 180° with an elevation of 77° such that at this latitude the sun is never quite directly overhead.

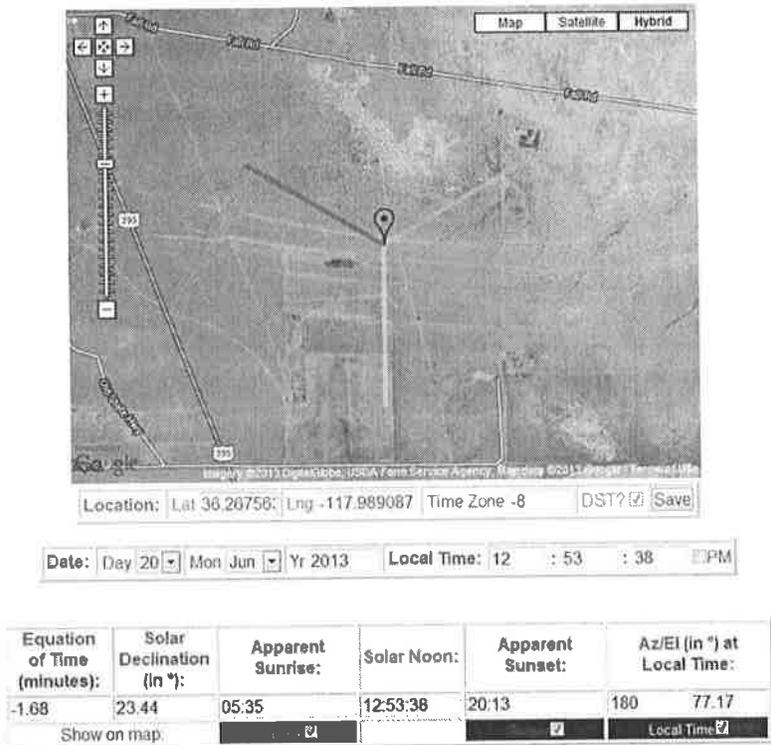


Figure 6 - Sunrise & Sunset Angles on Summer Solstice, Jun 20

Orientation of Solar Arrays & Glare

Fixed tilt solar arrays in the northern hemisphere are usually oriented south with an azimuth of 180° to capture the maximum amount of energy from the sun. Other factors such as utility rate changes during the day may make it advantageous to shift the arrays slightly to the west for increased production later in the day or slightly to the east for increased production earlier in the day. However due south is the default Azimuth. The tilt of the modules, measured as the angle of the module from the horizontal has been determined through simulations to have the highest annual production when the tilt is equal to the degrees latitude above the equator. However row spacing due to self-shading and wind loading concerns, often result in a lower tilt angle designs. At times near sunrise and sunset the sun will reflect off the panels and causing glare. The tilt of the panels will shift the reflection, with greater tilt angles resulting in a larger shift of the glare to the south. At low tilt angles the glare may not be visible as the reflected glare is in the same field of vision as the sun, effectively drowning it out. Although as the tilt



increases the resulting glare will move far enough from the sun to be visible. When the sun is at a higher elevation, an hour or more after sunrise and an hour or less before sunset, the reflected angle rises above most observation points unless the observation points are at a high elevation with respect to the array such as on a hill or tall building close to the array. On June 20th, the summer solstice, at solar noon the sun reaches the highest elevation of the year at 77.2° degrees from the horizon. With a module tilt of 20 degrees the reflected light leaves the module at 62.8° which rises away from any potential observation point. Therefore the primary concerns are glare for an observer looking east shortly after sunrise for HWY 395 and glare for an observer looking west shortly before sunset.

Geography of Location & Analysis

The proposed arrays are located east of US Highway 395 and north of Walker Creek Rd, One at Latitude 36°15' by Longitude -117°59', the other at 36°16' by Longitude -117°59'. The arrays are situated just north of Walker Creek Rd which runs roughly East-West below the arrays and east of US Highway 395. See Figure 7.



Figure 7 - Map of 3MW & 1MW Sites

1560 Drew Avenue • Davis, CA 95618 • P: (530)747-2026 • F: (530)747-0311

www.blueoakenergy.com



The land and Highway 395 rise at about 0.4° from north to south which is relatively flat. The site is in a valley between tall mountains such that the horizon to the east and west are at a minimum of 4° above the horizontal. To analyze potential glare to observers around the array, the Solar Glare Hazard Analysis Tool from Sandia National Laboratory was used, see Figure 8 - Munro Valley 3MW Solar Array. For each array the software was run individually although the observation points were the same for each array.

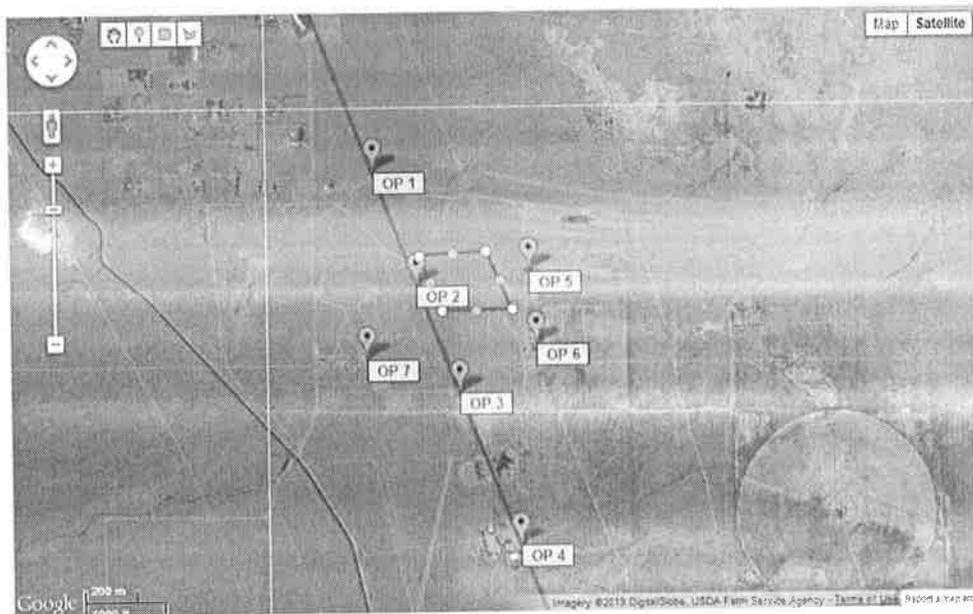


Figure 8 - Munro Valley 3MW Solar Array

With the software the array can be inserted into a map and observation points can be selected. Seven observation points (OP) were selected as potential locations for glare. OP 1 through OP 4 are along Highway 395 from north to south and OP 5 through OP 7 are situated at buildings in the surrounding area, see Figure 9 - Location and Elevations of Observation Points used in the SGHAT simulation.

The software uses the geometric information derived from Google Earth and detailed calculations of the motion of the sun to plot the time of day and time of year that glare could be a problem.



Observation Points

#	Latitude (deg)	Longitude (deg)	Ground Elevation (m)	Ground Elevation (ft)	Height above ground (ft)	
1	36 26867	-117 99956	1126 09777	3694 54663	5	X
2	36 26472	-117 99776	1131 17150	3711 19273	5	X
3	36 26102	-117 99592	1134 97802	3723 68131	5	X
4	36 25576	-117 99343	1136 77783	3729 58618	5	X
5	36 26521	-117 99289	1126 26916	3695 10892	5	X
6	36 26267	-117 99263	1129 81323	3706 73644	5	X
7	36 26218	-117 99990	1136 02282	3727 10913	5	X

Figure 9 - Location and Elevations of Observation Points used in the SGHAT simulation.

A) SITE 1: 3MW ARRAY

The 3MW array is oriented with a south facing azimuth of 180° such that at solar noon the module rows are perpendicular to the sun’s rays. Glare was calculated at observation points 2, 5, 6 & 7 with 2 along HWY 395 having the highest intensity. Observation points 5, 6 & 7 are lower intensities and are directed at buildings of unknown importance to the south east of the array. The time on the graphs is for standard time such that from Mar 10th to Nov 3rd an hour needs to be added to compare it to local time due to daylight savings. The glare found at observation point 2 occurs between mid-March and late September around 7:00AM DST in the morning.

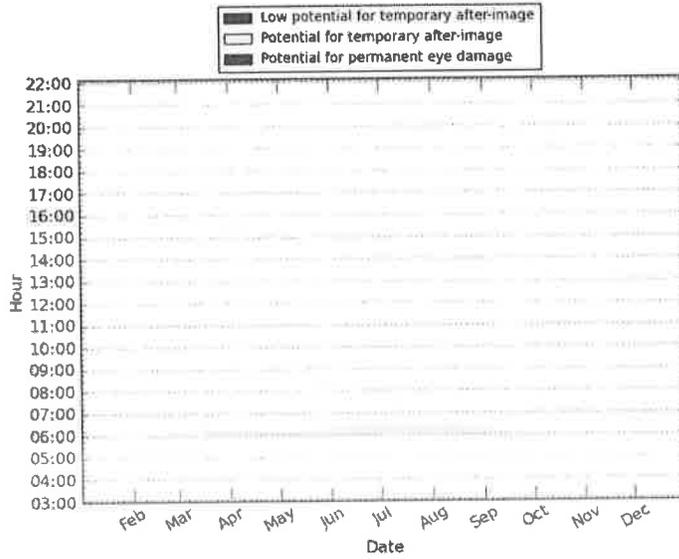


Figure 10 - SGHAT Glare Plot of OP2 for 3MW Array

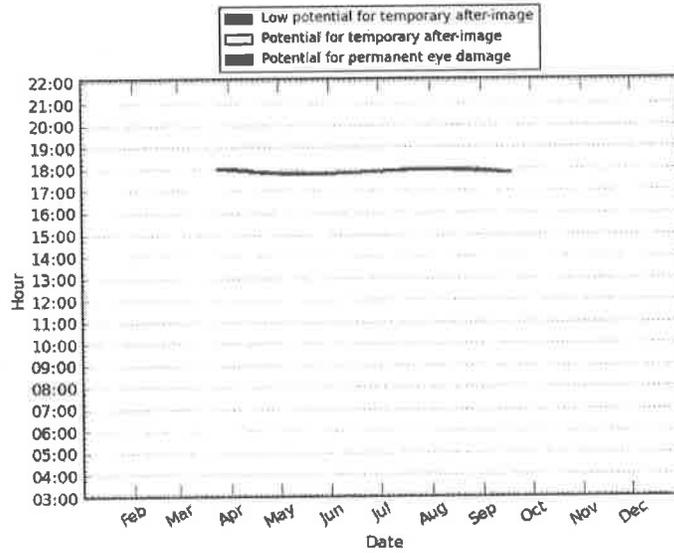


Figure 11 - SGHAT Glare Plot of OP5 for 3MW Array

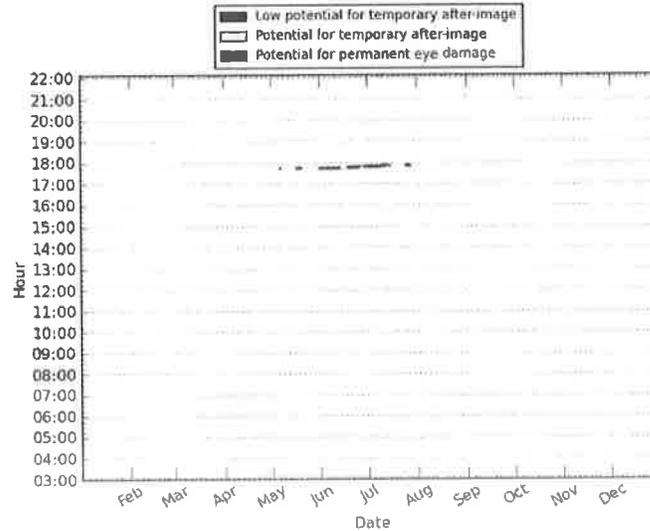


Figure 12 - SGHAT Glare Plot of OP6 for 3MW Array

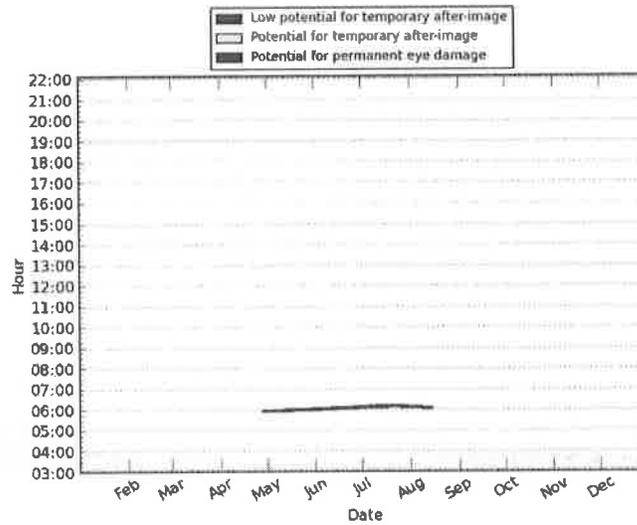


Figure 13 - SGHAT Glare Plot of OP7 for 3MW Array

The glare at observation point 2 may be able to be mitigated with a slatted fence. A detailed topographical map along with the array location would be need to confirm the height of the fence



required to prevent glare affecting vehicle traffic along HWY 395 as it pass the array, See Figure 14 - Glare Along HWY 395.

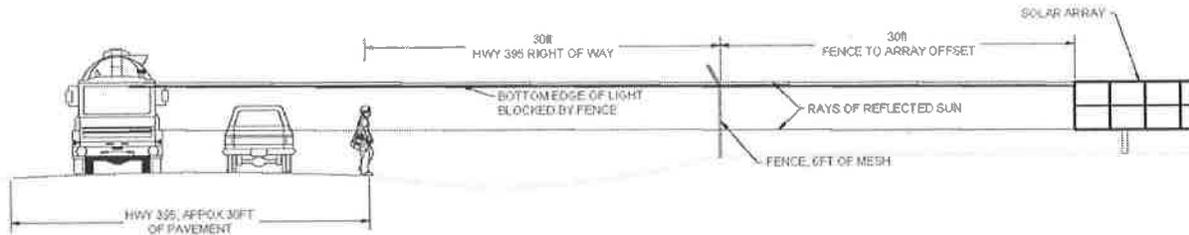


Figure 14 - Glare Along HWY 395.

B) SITE 2: 1MW ARRAY

The second 1MW array also has a 180° azimuth but is located approximately 200ft from HWY 395. With the same observation points glare was found at points 1, 2, 5 & 7. However the incidences of glare are less frequent and at lower intensities as can be seen in Figure 16 - SGHAT Glare Plot of OP1 for 1MW Array through Figure 19 - SGHAT Glare Plot of OP7 for 1MW Array.

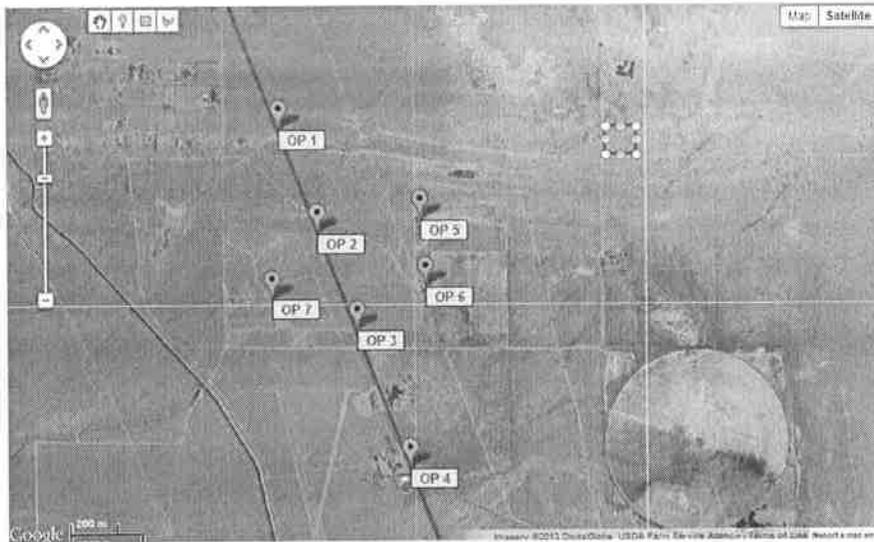


Figure 15 - Munro Valley - 1MW Array

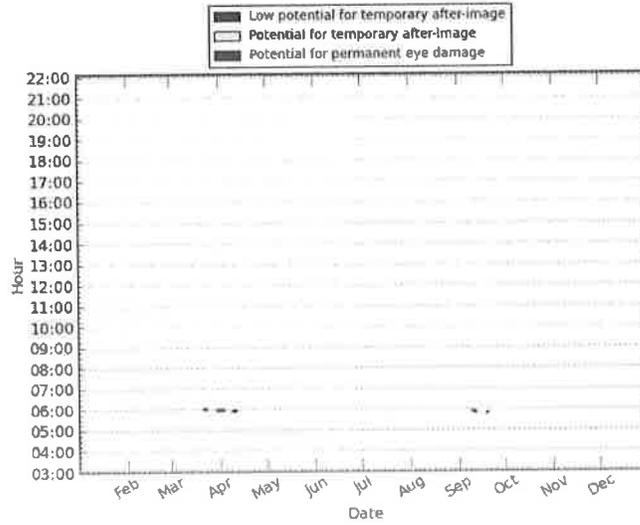


Figure 16 - SGHAT Glare Plot of OP1 for 1MW Array

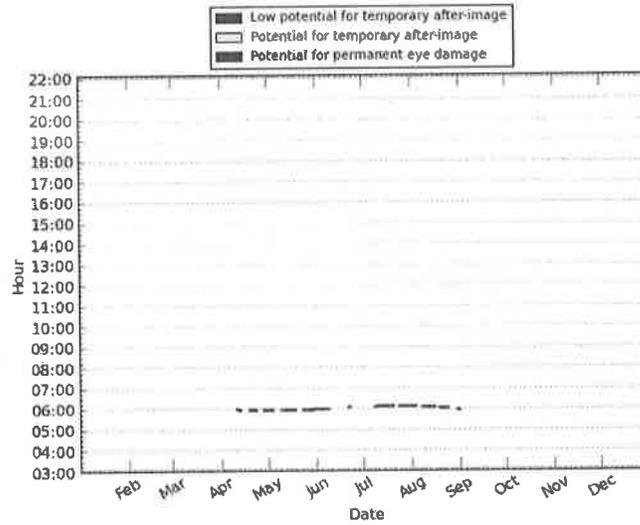


Figure 17 - SGHAT Glare Plot of OP2 for 1MW Array

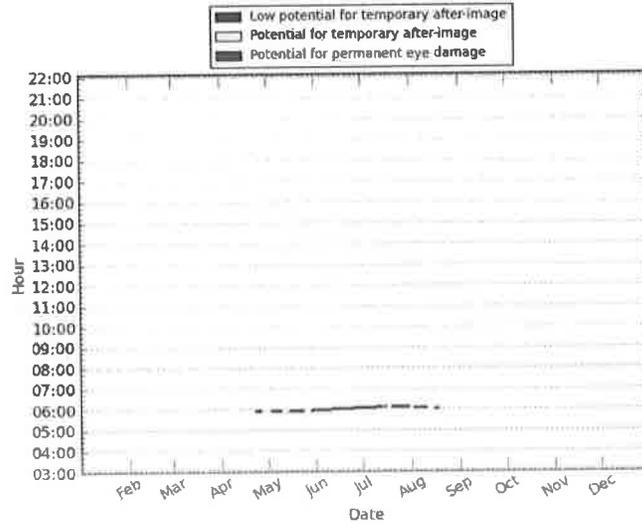


Figure 18 - SGHAT Glare Plot of OP5 for 1MW Array

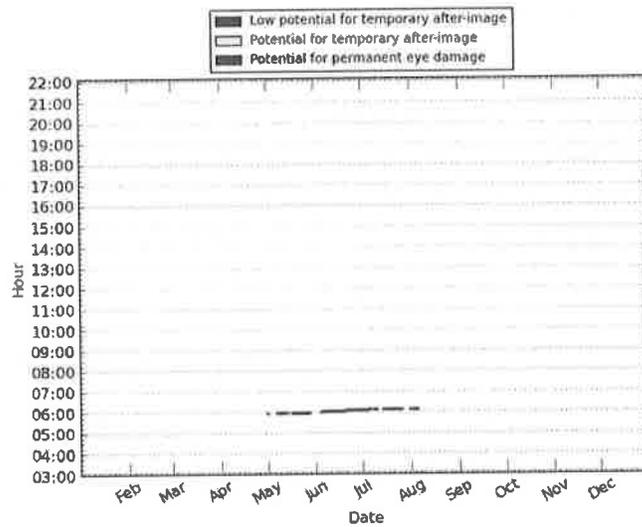


Figure 19 - SGHAT Glare Plot of OP7 for 1MW Array



Conclusions and Recommendations

The Solar Glare Hazard Analysis Tool has been used to run simulations for different observation points around the proposed fixed tilt photovoltaic array along HWY 395, south of the town of Olancho. The analysis found that during the year glare is not an issue for most of the surrounding area.

Traffic along HWY 395 will experience some glare in the early morning during the spring and summer months. At the beginning of spring and the end of summer, the glare from the array will be lost in the brightness of the rising sun. In addition the simulation graphs are based on a flat horizon but the sun will be behind the mountains to the east during March and September at the time glare is indicated. However, during late spring and early summer, the sun will be at a slightly higher elevation such that a driver would only see the glare from the modules and not light directly from the sun.

The traffic is expected to be moving at a speed such that a driver will pass the location quickly enough to only have minimum visual effects. The use of a slatted fence or vegetation for the West and South side of the array will further mitigate the glare from the array. Some light can get through the spaces between slats and or vegetation, although the noticeable intensity will be diffused.

In summary, visual glare effects are possible as this study indicates, although they are minimal and only present during a few specific times and conditions during the year. The possibility of roadway glare during those times can be further mitigated by adding vegetation or fence slats to the areas in question.



Glossary

Glint

Glint is a momentary flash of reflected light of a direct light source. For a person viewing a solar system, it is the direct reflection of sun.

Glare

Glare is a sustained reflection of the light source and the illumination of the area around the light source do to diffusion through atmospheric material. Glare covers a larger area of the reflective surface.

Module soiling

Module soiling is the accumulation of dust and dirt over time on the module surface. Light reflected from a soiled module will be more diffuse reducing the intensity of glint and glare.

References

1. HAZARD ANALYSES OF GLINT AND GLARE FROM CONCENTRATING SOLAR POWER PLANTS

Clifford K. Ho¹, Cheryl M. Ghanbari², and Richard B. Diver³

¹Ph.D., Sandia National Laboratories, Solar Technologies Department, P.O. Box 5800, Albuquerque, NM 87185-1127, USA Phone: 1-505-844-2384, E-mail: ckho@sandia.gov

²Test Engineer, Sandia National Laboratories, Solar Technologies Department

³Ph.D., Sandia National Laboratories, Solar Technologies Department

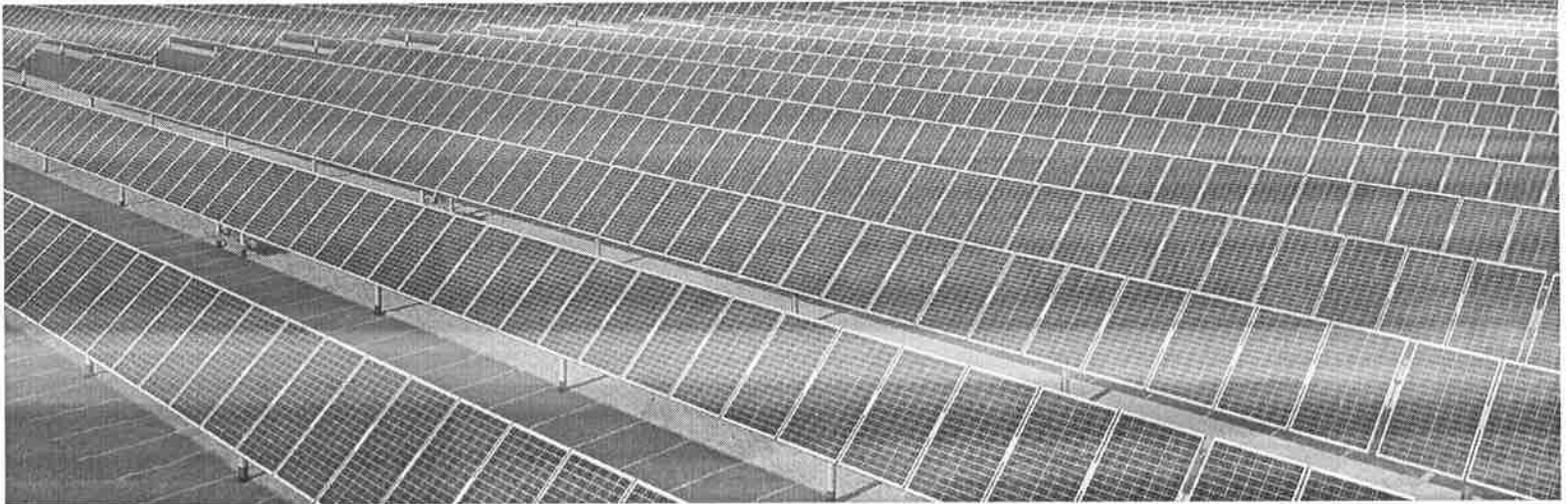
2. Evergreen Solar Literature: "More Electricity" [http://www.evergreensolar.com/upload/MAY-202009-20NEW-20LITERATURE/English-20\(US\)/US More Electricity 010609 Lo.pdf](http://www.evergreensolar.com/upload/MAY-202009-20NEW-20LITERATURE/English-20(US)/US%20More%20Electricity%20010609%20Lo.pdf)
3. Technical Guidance for Evaluating Selected Solar Technologies on Airports, Federal Aviation Administration: Office of Airports, Office of Airport Planning and Programming, Airport Planning and Environmental Division (APP-400), 800 Independence Avenue, SW Washington, DC 20591 November 2010



4. <http://spacemath.gsfc.nasa.gov/SpaceMath.html>
5. Measuring Solar Spectral and Angle-of-Incidence Effects on Photovoltaic Modules and Solar Irradiance Sensors
David L. King, Jay A. Kratochvil, and William E. Boyson, Sandia National Laboratories
Presented at the 26th IEEE Photovoltaic Specialists Conference, September 29-October 3, 1997,
Anaheim, California
6. SUNPOWER CORPORATION, DATE: September 29, 2009
Tech Note Title & Number: SunPower Solar Module Glare And Reflectance, *T09014
7. Wikipedia:Insolation <http://en.wikipedia.org/wiki/Insolation>



Blue Oak Energy (BOE) is a focused solar electric engineering firm. BOE employees bring more than 50 years of combined experience in the solar industry. Our services include project planning and feasibility, design and engineering, and construction oversight for large commercial and utility scale projects. We have been the project lead or a key team member for over 100 projects, from 50kW to 30MW in size. In the past six years, Blue Oak Energy has provided a range of services for projects with a cumulative total of over 80MW. Company principals hold active Professional Engineering licenses in multiple states, and the BOE team includes Licensed California General Electricians and NABCEP certified Photovoltaic Installers.



Our Vision

The transition to clean, renewable energy is an irreversible and irresistible trend.

Our Mission

Our mission is to design, build and maintain high quality renewable energy systems.

Quality Focused

We define quality as being professional, responsible and collaborative in all our actions.

People Powered

Our people create our core. We deliver value for our customers and we make it easy to do business together.

1560 Drew Avenue • Davis, CA 95618 • P: (530)747-2026 • F: (530)747-0311

www.blueoakenergy.com

BOARD OF SUPERVISORS PACKET

EXHIBIT #5

RENEWABLE ENERGY DEVELOPMENT PERMIT ISSUED BY THE COUNTY OF INYO TO MUNRO VALLEY SOLAR, LLC FOR ITS SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITY IN OLANCHA (ASSESSOR PARCEL NOS. 033-400-02, 033-460-08, AND 033-060-19)

I. INTRODUCTION

The Permit is granted by the COUNTY OF INYO, referred to as COUNTY, to MUNRO VALLEY SOLAR, LLC, referred to as DEVELOPER. As of the date of this Permit, the owner of the Property is _____.

II. RECITALS

A. Whereas DEVELOPER proposes to develop a four megawatt (AC) solar photovoltaic power plant and related improvements located in Inyo County, California (referred to herein as the "Project") and to sell the power produced by the Project to the City of Los Angeles Department of Water and Power ("LADWP") through LADWP's "feed in tariff" program;

B. Whereas the Project will occupy a total of approximately 30.05 acres located on three parcels in the Olancha area of the County: Assessor Parcel Numbers (APN) 033-400-02 (20.02 acres on the east side of Highway 395), 033-060-19 (approximately 160 acres, with the Project occupying an estimated 10.03 acres), and 033-460-08 (approximately 150 acres, from which an access easement to APN 033-400-02 will be provided across the southern 40 acres) (such parcels, excluding the northerly 110 acres of APN 033-460-08 are referred to hereafter as the Property) as illustrated in Exhibit A and is legally described in Exhibit B;

C. Whereas under Title 21 of the Inyo County Code ("ICC"), any person who proposes to construct a photovoltaic power plant in the COUNTY must first obtain either a renewable energy permit from the COUNTY or must enter into a renewable energy development agreement with the COUNTY;

D. Whereas on July 22, 2013, DEVELOPER submitted a permit application for the Project, a negative declaration, a general plan amendment, zone reclassification and a tentative map; subsequently, on January 28, 2014, DEVELOPER submitted an application for a tentative map to allow the access easement on APN 033-460-08;

E. Whereas the COUNTY processed said application pursuant to ICC Titles 15 [California Environmental Quality Act (CEQA) Procedures], 18 (Zoning), and 21 (Renewable Energy), including environmental review pursuant to CEQA;

F. Whereas, in compliance with CEQA, the COUNTY prepared a Mitigated Negative Declaration which addressed this Renewable Energy Development Permit ("Permit"), the general plan amendment, zone reclassification and the two tentative maps;

Exhibit 5

G. Whereas as provided below, the COUNTY and DEVELOPER agree to the appropriateness of the terms of this Permit, including payment of monetary compensation to COUNTY and to the terms of the Decommissioning Plan for the Project;

H. Whereas as provided below, if the proposed amendment of the Inyo County General Plan is approved by the Inyo County Board of Supervisors, this Project will be consistent with the County's General Plan; however, if the Board of Supervisors does not approve the proposed amendment of the General Plan, this Permit shall be null and void;

I. Whereas this Permit will confer substantial private benefits on DEVELOPER by granting vested rights to develop the Property in accordance with the provisions of this Permit; Whereas development of the Property in accordance with this Permit will provide substantial benefits to COUNTY, will place certain obligations on the COUNTY and will further important policies and goals of COUNTY;

J. Whereas this Permit will eliminate uncertainty in planning and provide for the orderly development of the Property and will provide for public services appropriate to the development of the Project.

III. TERMS AND CONDITIONS OF PERMIT

1. BINDING EFFECT OF PERMIT. The Property is hereby made subject to this Permit. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Permit.

2. OWNERSHIP OF PROPERTY. DEVELOPER is the owner of a legal or equitable possessory interest in the Property or a portion thereof.

3. TERM. This Permit shall become effective thirty days after approval of the Project-related General Plan amendment by the COUNTY Board of Supervisors and shall continue for a period equal to the actual useful life of the Project or for forty-five years, whichever occurs later. Regardless of when commercial operation of the Project ceases, the obligations of this Permit will continue until the project has been fully decommissioned and the Decommissioning Plan has been fully implemented as provided in Paragraph 10 to the satisfaction of COUNTY.

4. TERMINATION. This Permit shall be deemed terminated and of no further effect upon the expiration of the stated term of this Permit. Upon the termination of this Permit, no party shall have any further right or obligation hereunder except with respect to: (1) any obligation to have been performed prior to such termination, (2) any default in the performance of the provisions of this Permit which has occurred prior to such termination or (3) any obligations which are specifically set forth as surviving this Permit which includes the obligation to fully implement the Decommissioning Plan as provided in Paragraph 10.

5. PROPERTY LOCATION. This Permit pertains solely to the Property located on Assessor Parcel Nos. 033-400-02, 033-460-08, and 033-060-19 and for the Project illustrated in Exhibit A and described more fully in Exhibit B.

Exhibit 5

6. **CONSIDERATION.** The parties intend by this Permit to memorialize the terms and conditions to which DEVELOPER (including any successors and assigns) shall be bound in connection with performance of this Permit (particularly the monetary compensation provisions set forth below in Paragraph 9), and the Decommissioning Plan defined below in Paragraph 10 and Exhibit "C." By signing this Permit, DEVELOPER agrees to each the covenant, term, condition and requirement contained in this Permit.

7. **COMPLIANCE WITH CONDITIONS OF THIS PERMIT.** DEVELOPER shall comply with the terms and conditions of this Permit. If DEVELOPER does not comply with the terms and conditions of this Permit, then the default provisions in Paragraph 17 shall be followed.

8. **DEVELOPMENT OF PROPERTY.** Subject to the terms of this Permit DEVELOPER shall have a vested right to develop the Property in accordance with, and to the extent of, this Permit.

8.1. Development Regulations Exemption. As authorized by ICC Section 21.20.020, the following development regulations shall apply in lieu of those specified by ICC Title 18.

(a) The minimum parcel size for that portion of the Project located on APN 033-400-02 shall be 10 acres, regardless of that specified by the Official Zoning Map.

(b) In addition to the uses specified by ICC Sections 18.12 and 18.21, the Project uses shall be permitted subject to ICC Title 21.

(c) Fence heights up to eight feet (8) shall be permitted on the property, regardless of ICC Section 18.78.160.

(d) Intertie facilities may exceed applicable height standards, but shall not exceed forty (40) feet in height.

All other applicable zoning standards shall apply.

8.2. Building Permits: DEVELOPER shall comply with all regulations governing construction standards and specifications including, without limitation, the Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code applicable in the County. Changes to the Uniform Building Code or COUNTY's building, plumbing, mechanical, fire, and/or electrical codes may occur during the term of this Permit and any such amendments adopted by COUNTY shall apply to the Project.

8.3. Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the effective date of this Permit, prevent or preclude compliance with one or more of the provisions of this Permit, such provisions of this Permit shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Permit shall remain in full force and effect to the extent

Exhibit 5

it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

8.4. Public Works. If DEVELOPER is required by this Permit to construct any public works facilities which will be dedicated to COUNTY or any other public agency upon completion, and if required by applicable laws to do so, DEVELOPER shall perform such work in the same manner and subject to the same requirements as would be applicable to COUNTY or such other public agency if it would have undertaken such construction.

8.5. Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of COUNTY possess authority to regulate aspects of the development of the Property separately from or jointly with COUNTY and this Permit does not limit the authority of such other public agencies.

8.6. Site, Grading, Drainage, Erosion and Landscaping Plan. A site, drainage, erosion and landscaping plan shall be signed by a registered California Civil Engineer and submitted to the Inyo County Public Works department for approval. A topographical map of the area surrounding this development shall be prepared to establish existing drainage flow patterns. A grading permit will be issued when the grading plan is approved by the Department of Building and Safety in compliance with this condition of approval.

8.7. California Department of Fish & Wildlife. DEVELOPER shall comply with the California Endangered Species Act (CESA) permitting process. If evidence of Desert Kit Fox is found on the site prior to or during construction, a qualified biologist must develop a passive relocation plan for the species to the satisfaction of CDFW. DEVELOPER shall obtain an Incidental Take Permit for Mojave Ground Squirrel and comply with the mitigation requirements set forth by CDFW for impacts to the Mojave Ground Squirrel. Any habitat conservation required for mitigation shall be located outside of Inyo County to the extent feasible. DEVELOPER shall be responsible for hiring consultant biologists to survey and submit to CDFW any needed biological surveys, including ongoing monitoring during the period of February 15th through September 15th during construction of the project of nesting birds and ongoing monitoring of impacts to migrating birds during construction and operation of the Project.

8.8. Cultural Resources. Prior to subsurface ground disturbance within a square meter of the sites identified in the cultural survey prepared for the project (ECORP Consulting, May 2013), a subsurface test program will be undertaken by a qualified professional to assess the eligibility of the site per the California Register of Historical Resources (CRHS). If materials are recovered meeting CRHS eligibility criteria, the materials will be provided to the Eastern California Museum or other appropriate institution for curation (or left in situ if they can be avoided). In the unlikely event that unanticipated cultural resources are discovered during project development, ground disturbance activities in the immediate vicinity shall cease until a qualified archeologist, and/or other appropriate specialist has evaluated the find and appropriate actions are undertaken such as avoidance, relocations, and/or curation. If human remains are discovered, the actions described by CEQA Guidelines Section 15064.5(3) shall be followed.

Exhibit 5

8.9. Invasive Weed Management Plan. Prior to issuance of a building permit, DEVELOPER shall provide COUNTY with an Invasive Weed Management Plan utilizing Best Management Practices for review and approval for implementation during construction.

8.10. Submittal of a Lighting Plan. DEVELOPER shall submit a lighting plan to the County Planning Department prior to implementation of the proposed project for approval by the Planning Department Director. Lighting at the transformers and surrounding project site area shall be designed such that lighting shall be directed toward the ground and away from adjacent structures and roadways, and shall of the lowest illumination practical. The lighting plan shall be implemented during operation. If no lighting is to be installed, DEVELOPER shall not be required to submit a lighting plan but rather shall indicate in writing to the COUNTY that no lighting is to be installed in connection with the project.

8.11. Submittal of a Landscaping Plan. DEVELOPER shall submit a landscaping plan to the County Planning Department prior to implementation of the proposed project for approval by the Planning Department Director. The landscaping plan shall demonstrate sufficient landscaping or fencing to mitigate any visual impacts associated with the development as viewed by northbound and southbound traffic on Highway 395. The plan shall also identify which species will be planted, which shall be native and drought-tolerant to the greatest extent possible. Landscaping shall be installed prior to the issuance of the Certificate of Occupancy and maintained during operation.

8.12. Dust Mitigation Plan. DEVELOPER shall submit a general dust mitigation plan to the COUNTY for implementation during construction activities, which includes potential use of palliatives to control dust. If DEVELOPER elects to use palliatives for dust mitigation, a list of materials and a material safety data sheet must be provided to and approved by the COUNTY and CDFW, and a copy shall be kept on the Property. Dust will be controlled during construction by Best Management Practices acceptable to the Great Basin Unified Air Pollution Control District.

8.13. Waste Management and Recycling during Construction and Decommissioning. DEVELOPER shall provide appropriate dumpsters from offsite to separate and recycle all of the cardboard, and any plastic and other packaging material, that can be recycled at the Lone Pine Landfill. Materials that cannot be recycled will not be mixed with recyclable materials and disposed of at the Lone Pine Landfill. Construction materials will be sorted on site for recycling. During decommissioning of the solar facility, to the extent economical and consistent with practices at the time, functioning solar modules will be stored for reuse and non-functioning modules and other material will be sent to a third party for recycling. Solar modules will not be disposed of in Inyo County. All construction and decommissioning waste shall be sorted prior to disposal, and disposal rates shall be higher for disposal of non-sorted materials at any Inyo County waste facility.

8.14 Project Construction-Vegetation. During construction of the Project, DEVELOPER will conduct operations that will affect vegetation on the Project site. Following the completion of Project construction, DEVELOPER will conduct the vegetation monitoring

Exhibit 5

described below. If the vegetation monitoring shows that vegetation on the Project site has not sufficiently recovered, DEVELOPER shall conduct the re-vegetation described below.

8.14.1 Construction Impacts on Vegetation. Prior to installation of PV Modules and the construction of other Project facilities, vegetation on the Project site will be cut to approximately 3 to 6 inches above grade. The vegetation community is composed predominantly of species that do not readily re-sprout from the root crown after major disturbance of the above ground shoot; thus, the proposed cutting of the vegetation by DEVELOPER may kill most individuals in the stand, potentially challenging soil preservation and restoration of the vegetation community. DEVELOPER does not anticipate that such cutting will adversely affect the root zone of the native plants on the Project site.

Mechanical or vibratory pile drivers will install piers. The footprint of the pile driver is approximately 3 feet by 3 feet. The pile drivers will take a linear path down the rows of PV modules installing piers approximately every 11 feet. DEVELOPER anticipates that this process for installing the piers will cause minimal impacts the existing vegetation on the project site and that the vegetation root structures when considered at the scale of the Project site will not be significantly damaged as a result of the installation of the piers. Most electrical wiring associated with the Project is to be installed above grade, fixed to the racking of the PV modules. Large conductors will be installed below grade in trenches that will be approximately 18 inches wide and 3 to 4 feet deep. Vegetation will be removed where such trenches are excavated. DEVELOPER does not anticipate that re-vegetation of the refilled trenches will be necessary because the vegetation will reestablish from nearby seed sources within a reasonable period of time.

8.15 Post Construction Vegetation Monitoring and Reporting. In Assessor Parcel Numbers (APN) 033-400-02 and 033-060-19, vegetation on the site will be evaluated before construction, during operation, and at the completion of activities described in section 5 of the Decommissioning Plan for the Project. (The Decommissioning Plan is attached hereto as Exhibit B.)

Before construction, vegetative cover will be quantified from aerial photos and from on-the-ground vegetation transects. The aerial extent of vegetation quantified from aerial photography and vegetation cover established by permanent on the ground vegetation transects will be used to establish pre-project baseline vegetation conditions. The pre-project baseline vegetation conditions will be used to compare vegetation conditions and to evaluate the need for revegetation following the commencement of Project operation and when the Project is decommissioned.

8.15.1 Establishment of Vegetation Transects. Prior to the commencement of construction of the Project, DEVELOPER, with approval from the COUNTY, shall establish vegetation transects as provided herein. The line intercept method will be employed to quantify canopy cover for each transect and for the site average (e.g. Mitchell and Hughes 1995). Line intercept is appropriate for sampling shrubs where canopies are well delineated, such as those in desert communities (Cook and Bonham 1977). At the 30-acre OV5 site, 25 transects will be permanently marked. At the 10-acre OV11 site, 8 transects will be permanently marked. A systematic-random sampling scheme will be employed to ensure adequate spatial dispersion

Exhibit 5

within the site. The orientation of 25-m transects will parallel panel-corridors to ensure adequate access to perform transects.

The transect start and end points will be permanently marked with rebar or other permanent fixture to ensure repeatability of the transect location to measure change in vegetation due to cutting and post-cutting regeneration. A photo at each start and end point will be taken oriented into the center of each transect and archived with the transect data.

The line intercept sampling procedure entails recording new start and end locations by each species bisected by the tape line (Figure 1). The portion of a shrub underneath the canopy of a larger shrub is not recorded, owing to potential overestimation of total cover (Chambers and Brown 1983). New start and end points are recorded within an individual crown if a break in live vegetation is greater than 10 cm (Boyd et al. 2007). For summarization, proportion of live vegetation cover is computed as the total distance of vegetation that intersects the transect, divided by the length of the transect.

8.15.2 Monitoring. Prior to the commencement of construction of the Project, DEVELOPER and COUNTY shall establish the vegetation transects. The transect data combined with data from aerial photography of the Property will be used by DEVELOPER and COUNTY to establish the baseline aerial extent of vegetation and the baseline vegetation cover on the Property.

Following completion of Project construction, vegetation monitoring will be conducted once in each year approximate in time to the summer solstice until the revegetation target value described below is reached or exceeded on the Property. Once the revegetation target value is reached or exceeded, vegetation monitoring will be conducted once every five years and at the completion of activities described in section 5 of the Decommissioning Plan.

The pre-construction and post-construction vegetation monitoring will be conducted by a qualified consultant acceptable to the COUNTY and hired by the DEVELOPER. The monitoring results will be promptly reported to the County.

8.16 Revegetation. Should the results of the vegetation monitoring show that five years after the completion of Project construction, or that at any time thereafter before decommissioning of the Project, or show, at the time of the completion of activities described in section 5 of the Decommissioning Plan, that vegetation cover consisting of the baseline species is statistically lower than the baseline vegetation cover, evaluated with a paired t-test, DEVELOPER shall revegetate the affected area with plant species documented during baseline monitoring and shall monitor the vegetation conditions in the affected area until the revegetation target level has been met. The affected areas to be revegetated should be evident from the transect cover representing the area and will be determined by COUNTY in consultation with DEVELOPER. The revegetation target level shall be deemed to have been met when canopy cover is not statistically different from the baseline year given an alpha level of 0.05.

8.16.1. Modifications to Revegetation Requirements. Upon request to the County Planning Commission by DEVELOPER and/or COUNTY, should the Planning Commission find that: (a) the size of the area to be revegetated should be modified, (b) that due

Exhibit 5

to circumstances beyond the control of DEVELOPER, it has not been possible to revegetate an area to the required percentage of baseline-year vegetation cover, composed of baseline species, or (c) that there is good cause for waiving or modifying the revegetation requirement, the Planning Commission may take such action as it deems appropriate. A decision of the Planning Commission may be appealed to the Inyo County Board of Supervisors. A disagreement over whether (a) the size of the area to be revegetated should be modified, (b) that due to circumstances beyond the control of DEVELOPER, it has not been possible to revegetate an area to the required percentage of baseline-year vegetation cover, composed of baseline species, or (c) whether good cause exists for waiving or modifying the revegetation requirement, shall be subject to dispute resolution as provided in Paragraph 13.

9. PUBLIC BENEFITS. The parties acknowledge and agree that development of the Property may detrimentally affect public interests and public facilities and further acknowledge and agree that this Permit confers substantial private benefits on DEVELOPER which should be balanced by commensurate public benefits. Accordingly, the terms and conditions of this Permit provide consideration to the public to balance the private benefits conferred on DEVELOPER by providing more fully for the satisfaction of public interests and the impacts on public facilities.

9.1 Annual Public Benefit Payments To County. DEVELOPER and COUNTY estimated reasonable public service expenditures for this Project based on the size of the Project, its locations, and estimated workforce during construction and operation. Due to the relatively small size of the Project, the specific locations of the Project, and unique characteristics of the Project, DEVELOPER and COUNTY agree that the Project's annual impacts on public interests, public services, public facilities and infrastructure initially will be approximately \$1,000.00 per megawatt AC.

9.1.1. Annual Payments. To support cost recovery for the Project's impacts on the public interests, public service, public facilities and infrastructure, within thirty days of the approval of this Permit or prior to the issuance of the first grading permit or the first building permit, whichever occurs first, and thirty days prior to each subsequent one year anniversary date of the approval of this Permit, for the term of this Agreement, or until the project has been fully decommissioned and the Decommissioning Plan has been fully implemented to the satisfaction of COUNTY whichever occurs later, DEVELOPER shall pay to COUNTY an annual payment equal to the amounts shown on Table 1. (These payments are referred to hereafter as the "Public Interest/Public Facilities Payment").

TABLE 1

Payment Years	Amount of Annual Public Interest/Public Facilities Payment
Years 1 through 5	\$1,000.00
Years 6 through 10	\$1,050.00
Years 11 through 15	\$1,102.00
Years 16 through 20	\$1,157.00
Years 21 through 25	\$1,215.00
Years 26 through 30	\$1,276.00

Exhibit 5

Years 31 through 35	\$1,340.00
Years 36 through 40	\$1,407.00
Years 41 through 45	\$1,477.00
Years following year 45	The amount of the year 45 payment annually adjusted by an amount equal to the Los Angeles - Anaheim - Riverside All Urban Consumers Price Index or its successor.

9.1.2 Lump Sum Payment. In lieu of making annual payments, DEVELOPER shall have the option of making a nonrefundable lump sum Public Interest/Public Facilities Payment in the amount of \$17,908 per megawatt AC (this corresponds to a discount rate of two and seventy-five hundredths percent (2.75%) over a period of twenty-five (25) years). If DEVELOPER elects to make a lump sum payment, the payment shall be made within thirty days of the approval of this Permit or prior to the issuance of the first grading permit or the first building permit, whichever occurs first. Should the actual useful life of the Project result in an extension of the term of this Permit beyond twenty-five years, or should the decommissioning of the facility take place after the twenty-fifth year of operation, beginning with the twenty-sixth year, Developer shall make annual payments as provided in Table 1 for the period of time that this Permit is extended or until the project has been fully decommissioned and the Decommissioning Plan has been fully implemented to the satisfaction of COUNTY.

9.1.3. Monitoring Fees and Costs. DEVELOPER shall submit a deposit to COUNTY of one thousand dollars and no cents (\$1,000.00) within ten (10) days of the approval of this Permit. During each year prior to the date of Commencement of Commercial Operation of the Project, DEVELOPER shall pay to COUNTY the actual monitoring fees and costs incurred by the COUNTY up to a maximum of \$5,000.00 per year to compensate COUNTY for costs of monitoring implementation of this Permit, including mitigation monitoring and reporting pursuant to the CEQA. During each year following the date of Commencement of Commercial Operation of the Project, DEVELOPER shall pay to COUNTY the actual monitoring fees and costs incurred by the COUNTY up to a maximum of \$600.00 per year to compensate COUNTY for costs of monitoring implementation of this Permit, including mitigation monitoring and reporting pursuant to the CEQA. In years when, pursuant to Paragraph 10(b), the County Planning Commission must review the amount of security for the implementation of the Decommissioning Plan, DEVELOPER shall pay to COUNTY the actual monitoring fees and costs incurred by the COUNTY up to a maximum of \$5,000.00 per year fees to compensate COUNTY for costs of monitoring implementation of this Permit, including mitigation monitoring and reporting pursuant to the CEQA. COUNTY shall track its costs of monitoring the implementation of this Permit, and shall provide monthly statements to DEVELOPER of such costs, or in cases of little activity, quarterly or annual statements. Within thirty days of the receipt of a written notice from the COUNTY that the amount deposited by DEVELOPER has decreased to \$500.00 or less, DEVELOPER shall replenish the deposit to one thousand dollars and no cents (\$1,000.00) or another amount agreed to by COUNTY.

9.1.4. Local Sales and Use Taxes. DEVELOPER and COUNTY acknowledge and agree that solar power plant owners have substantial control with respect to sales and use taxes

Exhibit 5

payable in connection with the construction of a solar power plant and a corresponding responsibility to assure that such sales and use taxes are reported and remitted to the California State Board of Equalization (BOE) as provided by law. To ensure allocation directly to COUNTY, to the maximum extent possible under the law, of the sales and use taxes payable in connection with the construction of the solar power plant, DEVELOPER shall do the following, consistent with law:

(a) If DEVELOPER meets the criteria set forth in applicable BOE regulations and policies for obtaining a BOE permit, DEVELOPER shall obtain a BOE permit, or sub-permit, for the solar power plant jobsite and report and remit to the BOE all such taxable sales or uses pertaining to construction of the solar power plant using the permit or sub-permit for that jobsite to the maximum extent possible under the law.

(b) DEVELOPER shall contractually require that all contractors and subcontractors whose contract with respect to the solar power plant exceeds \$100,000.00 ("Major Subcontractors") who meet the criteria set forth in applicable BOE regulations and policies must obtain a BOE permit, or sub-permit, for the solar power plant jobsite and report and remit all such taxable sales or uses pertaining to construction of the solar power plant using the permit or sub-permit for that jobsite to the maximum extent possible under the law.

(c) Prior to the commencement of any grading or construction of the solar power plant, DEVELOPER shall deliver to COUNTY a list that includes, as applicable and without limitation, each contractor's and Major Subcontractor's business name, value of contract, scope of work on the solar power plant, procurement list for the solar power plant, BOE account numbers and permits or sub-permits specific to the solar power plant jobsite, contact information for the individuals most knowledgeable about the solar power plant and the sales and use taxes for such solar power plant, and, in addition, shall attach copies of each permit or sub-permit issued by the BOE specific to the solar power plant jobsite. Said list shall include all the above information for DEVELOPER, its contractors, and all Major Subcontractors. DEVELOPER shall provide updates to COUNTY of the information required under this section within thirty (30) days of any changes to the same, including the addition of any contractor or Major Subcontractor.

(d) DEVELOPER shall certify in writing that DEVELOPER understands the procedures for reporting and remitting sales and use taxes in the State of California and will follow all applicable state statutes and regulations with respect to such reporting and remitting.

(e) DEVELOPER shall contractually require that each contractor or Major Subcontractor certify in writing that they understand the procedures for reporting and remitting sales and use taxes in the State of California and will follow all applicable state statutes and regulations with respect to such reporting and remitting.

(f) DEVELOPER shall deliver to COUNTY or its designee (as provided in section (g) below) copies of all sales and use tax returns pertaining to the solar power plant filed by the DEVELOPER, its contractors and Major Subcontractors. Such returns shall be delivered to COUNTY or its designee within thirty (30) days of filing with the BOE. Such returns may be redacted to protect, among other things, proprietary information and may be supplemented by

Exhibit 5

additional evidence that payments made complied with this policy.

(g) Within thirty days of the Commencement of Commercial Operation of the Project, DEVELOPER agrees to make a payment to the County in the amount of \$30,000.00, which is the estimated sales and use taxes to be accrued to the County due to the construction of the Project. Any sales and use tax as a result of the Project actually received by the COUNTY shall be credited against future payments due from the DEVELOPER to the COUNTY pursuant to Paragraphs 9.1.1 and 9.1.3. A disagreement over the amount of sales and use taxes received by the COUNTY as a result of the Project shall be subject to dispute resolution as provided in Paragraph 13. In the event of such a dispute, DEVELOPER understands and agrees that COUNTY may, in its sole discretion, select and retain the services of a private sales tax consultant with expertise in California sales and use taxes to assist in implementing and enforcing compliance with the provisions of this Permit and that DEVELOPER shall be responsible for all reasonable costs incurred for the services of any such private sales tax consultant up to a maximum of thirty-percent of the amount in dispute and shall reimburse COUNTY within thirty (30) days of written notice of the amount of such costs.

9.4.5 Local Employment. The Developer shall make commercially reasonable efforts to use contractors and/or labor from Inyo County.

9.4.6. Benefits For Local Schools. Within thirty days of the commercial operation of the Project, DEVELOPER shall make a payment to COUNTY in the amount of \$5,000 for the Solar Technical Academy.

10. DECOMMISSIONING PLAN.

(a) If the Project fails to produce and sell energy for any 90 day period, within 10 days of such an event, DEVELOPER shall furnish a written report to COUNTY explaining why energy was not produced and sold and when DEVELOPER anticipates the resumption of production and sell of energy.

(b) Upon the end of the actual useful life of the Project (a one year continuous period when the Project has not produced and sold energy), unless another project has been approved by the COUNTY for the reuse of the properties upon which the Project is located, the DEVELOPER shall comply with the Decommissioning Plan attached in Exhibit "B" (referred to hereafter as the "Decommissioning Plan"). Further, upon the happening of such events in this clause (2), the Decommissioning Plan shall automatically become effective and enforceable by COUNTY and shall remain enforceable by COUNTY until completion of all of DEVELOPER'S duties and obligations thereunder to the reasonable satisfaction of COUNTY.

(c) DEVELOPER shall secure the performance of its duties and obligations under the Decommissioning Plan by establishing a three-party escrow account in a bank acceptable to COUNTY. The instructions to the escrow holder and the other terms of the escrow agreement shall be agreed upon by COUNTY and DEVELOPER within thirty days of the approval of this Permit. The initial amount to be deposited into the escrow account shall be \$160,500.00. Until the instructions and terms of the escrow agreement have been agreed upon by COUNTY and DEVELOPER and initial amount has been deposited into the escrow account by the

Exhibit 5

DEVELOPER, the COUNTY is under no obligation to issue a grading permit or building permit for the Project.

Every five years following the establishment and initial funding of the escrow account, DEVELOPER shall provide to the County Planning Commission an estimate of the costs of fully implementing the Decommissioning Plan. Following review of the estimate, the Planning Commission may increase or decrease the amount of funds in the escrow account. If the Planning Commission determines that the amount in the escrow account should be increased, DEVELOPER shall deposit the additional amount within 30 days of written receipt of notice from the Planning Commission. If the Planning Commission determines that the amount in the escrow account should be decreased, within 30 days of making such a determination, the Planning Commission shall inform the escrow holder to release the appropriate amount of funds to DEVELOPER. A disagreement over the amount of an increase or decrease in the funds deposited in the escrow account shall be subject to dispute resolution as provided in Paragraph 13. DEVELOPER hereby acknowledges and agrees that DEVELOPER'S failure to satisfy fully its duties and obligations under the Decommissioning Plan, to the reasonable satisfaction of COUNTY, shall allow the COUNTY to use the funding in the escrow account to satisfy the duties and obligations under the Decommissioning Plan. A disagreement over whether DEVELOPER has failed to fully satisfy its duties and obligations under the Decommissioning Plan shall be subject to dispute resolution as provided in Paragraph 13.

(d) Pursuant to the conditions of this Permit, the parties hereto agree that DEVELOPER covenants to prosecute and perform fully its duties and obligations under the Decommissioning Plan. Within thirty days of the execution of this Permit or prior to the issuance of the first grading permit or the first building permit, whichever occurs first, DEVELOPER shall submit to County proof that the Decommissioning Plan has been recorded against each parcel constituting the Property on which solar modules will be placed.

(e) The obligations provided for under this Section shall continue in full force and effect and shall survive any termination of this Permit.

(f) If DEVELOPER has not fully implemented the Decommissioning Plan within 9 months of the commencement of the implementation of the Plan, COUNTY has right to enter upon the Property for purposes of effectuating the Decommissioning Plan and to use the funds secured under Subsection (b) to fully implement the Decommissioning Plan.

(g) As provided by Paragraph 10(c) the amount of the security may be reviewed every five years to ensure that the assurances are sufficient to cover the costs of fully implementing the Decommissioning Plan. In the event that the funds secured under Subsection (b) are inadequate for the COUNTY to fully implement the Decommissioning Plan, DEVELOPER shall compensate COUNTY for any additional costs incurred or to be incurred by the County to complete reclamation. Such compensation shall be provided by DEVELOPER within 30 days of receipt of a written demand by COUNTY. A disagreement over whether the funds secured under Subsection (b) are inadequate for the COUNTY to fully implement the Decommissioning Plan shall be subject to dispute resolution as provided in Paragraph 13.

Exhibit 5

(h) Subject to review and approval by the COUNTY, the DEVELOPER shall have the right to provide to the COUNTY, or cause to be provided to COUNTY, a mortgage on one or more parcels within the COUNTY as a mechanism to provide the security hereunder. If the DEVELOPER and the COUNTY agree that DEVELOPER may grant a mortgage on the Property in favor of the COUNTY to secure the obligations under the Decommissioning Plan, the fair market value of such parcel or parcels shall reduce the amount of the deposit in the escrow account that is required under this Permit.

11. RIGHT TO TRANSFER; MORTGAGEE AND FINANCING PARTY PROTECTION. DEVELOPER shall have the right to transfer the Project and its interest in the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Permit. Within fifteen (15) business days of any such transfer, DEVELOPER shall notify COUNTY, in writing.

11.1. Release of Transferring Developer. Notwithstanding any transfer, a transferring DEVELOPER shall continue to be obligated under this Permit unless such transferring DEVELOPER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring DEVELOPER of the following conditions:

- (1) DEVELOPER no longer has a legal or equitable possessory interest in all or any part of the Property or the Project.
- (2) DEVELOPER is not then in default under this Permit.
- (3) The transferee provides COUNTY with security equivalent in all respects to any security previously provided by DEVELOPER as discussed in section 11(b) to secure performance of its obligations hereunder.
- (4) The transferee has agreed to assume all obligations of DEVELOPER under this Permit.

11.2. Subsequent Transfer. Any subsequent transfer after an initial transfer shall be made only in accordance with and subject to the terms and conditions of this Section.

11.3 Mortgagee and Financing Party Protection.

Notwithstanding any provision herein, the parties hereto agree that this Permit shall not prevent or limit DEVELOPER, in any manner or any transferee from encumbering the Project, the Property or any portion thereof or any improvement thereon by any mortgage, lien, deed of trust or other security device securing financing with respect to the Project or the Property.

Notwithstanding any provision herein, the parties hereto further agree that this Permit shall not prevent or limit DEVELOPER in any manner from entering into a sale and leaseback arrangement or other financing arrangement within the first 90 days of commercial operation of the Project pursuant to which DEVELOPER would transfer ownership of the Project to another entity.

Exhibit 5

Notwithstanding any provision herein, COUNTY acknowledges that (i) the lenders and/or (ii) parties to the sale and leaseback arrangement or other financing arrangement within the first 90 days of commercial operation, may require certain Permit interpretations and modifications and agrees upon request, from time to time, to meet with DEVELOPER and representatives of such lenders and parties to negotiate in good faith any such request for interpretation or modification. COUNTY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Permit. Any parties to a sale and leaseback arrangement or other financing arrangement within the first 90 days of commercial operation and any lender (including such parties and a transferee of a loan from a lender) shall be entitled to the following rights and privileges:

- (a) Neither accepting this Permit nor a breach of this Permit shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property, the Project and/or a transfer of ownership made in good faith and for value.
- (b) The transferee of the Property, the transferee of the Project, and the holder of any mortgage, lien, deed of trust or other security device encumbering the Property, the Project or any part thereof, which transferee or holder has submitted a request in writing to the COUNTY in the manner specified herein for giving notices, shall be entitled to receive written notification from COUNTY of any default by DEVELOPER in the performance of DEVELOPER's obligations under this Permit.
- (c) If COUNTY timely receives a request from a transferee or such holder requesting a copy of any notice of default given to DEVELOPER under the terms of this Permit, COUNTY shall provide a copy of that notice to the transferee and such holder within ten (10) days of sending the notice of default to DEVELOPER. Such transferee or such holder, as the case may be, shall have the right, but not the obligation, to cure the default during the remaining cure period allowed under this Permit
- (d) Any holder of any mortgage, lien, deed of trust or other security device encumbering the Property, the Project or any part thereof, or any transferee of the Project pursuant to a sale and lease arrangement entered into no later than within 90 days of Commercial Operation of the Project (1) shall not have an obligation or duty under this Permit to perform any of DEVELOPER's obligations or other affirmative covenants of DEVELOPER hereunder, or to guarantee such performance, and (2) shall not have their possession, ownership, or lien on the Project, disturbed by the COUNTY regardless of the performance by, or default of, DEVELOPER hereunder. The provisions of (1) and (2) shall remain effective only if all payments required under Section 10 are paid and only if the DEVELOPER, or an approved transferee, remains responsible for the operation and decommissioning of the Project. If a transferee of the Project pursuant to a sale and lease arrangement, the holder of a mortgage, lien, deed of trust or other security device becomes responsible for the operation and decommissioning of the Project, COUNTY shall have the same rights with regard to such a transferee, holder of a mortgage, lien, deed of trust or other security device as it has with regard to DEVELOPER or an approved transferee.

12. Minimize Dust Emissions. DEVELOPER agrees to minimize dust emissions during construction and operation of the Project and to comply with all Great Basin Unified Air Pollution Control District regulations regarding such emissions. DEVELOPER agrees that if nearby residents, property developers, Caltrans representatives, or other interested persons raise issues related to dust emissions from the Project site, DEVELOPER will promptly investigate the claims, and if substantiated, make reasonable efforts to reduce said emissions. DEVELOPER agrees to report each claim to COUNTY and its resolution within one month of receipt.

13. DISPUTE RESOLUTION AND LITIGATION

Each party to this Permit agrees to maintain frequent, informal communications with the other party with regard to the work to be accomplished hereunder to minimize disagreements.

If either party to this Permit reasonably believes that any other party is not reasonably discharging an obligation or performing a duty which this Permit requires of that party, and which is subject to dispute resolution under this Permit, prior to commencing any litigation over such issue, the complaining party must bring the dispute to the attention of the other party through written notification that sets forth the nature of the dispute. The complaining party's written notice must also contain a request for a meeting at Independence, California or at any other mutually agreeable location, to be held within 7 days to discuss the dispute and suggest solutions. Each party agrees to attend all such meetings.

In the event that the dispute has not been resolved within 14 days of the first meeting of the parties, a mutually acceptable impartial mediator/facilitator may, by agreement of the parties, be selected by the parties to commence mediation/facilitation.

If the participating parties are unable to resolve the dispute within 21 days after the first meeting with the mediator/facilitator, the mediator/facilitator shall prepare a written recommendation on how the dispute may be resolved. The recommendation will be submitted to the parties within 30 days of the first meeting with the mediator/facilitator. The parties shall decide within 15 days of the submission of the recommendation whether to implement the recommendation. If the parties do not agree to implement the recommendation of the mediator/facilitator within the 15 day period, the recommendation will not be implemented.

Any communications involving the parties and/or the mediator/facilitator arising out of an ongoing mediation/facilitation process will be kept confidential by the parties. Any such communications, and any result of mediation/facilitation, may not be introduced in any court action unless otherwise expressly agreed in writing by the parties.

If a Party reasonably believes that the other Party has breached the terms of this Permit by failing to discharge an obligation or perform a duty required of the party, then such party may institute an action which may include declaratory and injunctive relief and specific performance, as appropriate, in the Superior Court of Inyo County within 180 days of such breach or within 30 days of the written notification to the parties of the result of the dispute resolution process, whichever occurs earlier.

Exhibit 5

14. COMPLIANCE WITH LAW. DEVELOPER shall act pursuant to this Permit in accordance with applicable federal, state, and local laws, regulations and directives. With respect to DEVELOPER'S employees, DEVELOPER shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

15. GOVERNING LAW, JURISDICTION AND VENUE. This Permit shall be interpreted and governed under the laws of the State of California. The parties agree that this contract is made in and shall be performed in Inyo County, California. Any action at law or in equity arising under this Permit or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Permit shall be filed and tried in the Inyo County Superior Court and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

16. THIRD PARTY LITIGATION

16.1 General Plan Litigation. The parties acknowledge that litigation may be filed challenging the legality, validity and adequacy of the amendment of the General Plan and, if successful, such challenges could delay or prevent the performance of this Permit and the development of the Property.

COUNTY shall have no liability in damages under this Permit for any failure of COUNTY to perform under this Permit or the inability of DEVELOPER to develop the Property as contemplated by this Permit as the result of a judicial determination that on the date of execution, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

16.2 Third Party Litigation Concerning Permit. DEVELOPER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless COUNTY, its officers, agents, employees and independent contractors from any claim, action or proceeding against COUNTY, its officers, agents, employees or independent contractors to attack, set aside, void, or annul the approval of this Permit or the approval of any permit granted pursuant to this Permit. COUNTY shall promptly notify DEVELOPER of any such claim, action or proceeding, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify DEVELOPER of any such claim, action or proceeding, or if COUNTY fails to cooperate in the defense, DEVELOPER shall not thereafter be responsible to defend, indemnify, or hold harmless COUNTY. COUNTY may in its discretion participate in the defense of any such claim, action or proceeding.

16.3 Indemnity. In addition to the provisions of 16.2 above, DEVELOPER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of DEVELOPER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (DEVELOPER'S employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save

and except claims for damages arising through the sole active negligence or sole willful misconduct of COUNTY. DEVELOPER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action. This indemnification obligation shall continue beyond the term of this Permit as to any acts or omissions that occur under and during the term of this Permit or any extension thereof, and during DEVELOPER's performance under the Decommissioning Plan.

16.4 Environment Assurances. DEVELOPER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability, based or asserted, upon any act or omission of DEVELOPER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and DEVELOPER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any action based or asserted upon any such alleged act or omission. COUNTY may in its discretion participate in the defense of any such action.

16.5 Reservation of Rights. With respect to Sections 16.2, 16.3 and 16.4 herein, COUNTY reserves the right to either (1) consult with DEVELOPER prior to the selection of legal counsel engaged to defend COUNTY hereunder, and (2) if agreement cannot be reached regarding the selection of legal counsel, to retain counsel to conduct COUNTY's defense at Developer's expense.

16.6 General Plan Amendment Not Approved. If the Board of Supervisors does not approve the amendment of the General Plan proposed in conjunction with this Project, this Permit shall be null and void.

16.7 Survival. The provisions of Sections 16.1 through 16.5 and 17.1 through 17.3, inclusive, and Section 17.5, inclusive, shall survive the termination of this Permit.

17. DEFAULT AND REMEDIES

17.1 Remedies in General. It is acknowledged by the parties that COUNTY would not have approved this Permit if it were to be liable in damages under this Permit, or with respect to this Permit or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Permit, except that COUNTY shall not be liable in damages to DEVELOPER, or to any successor in interest of DEVELOPER, or to any other person, and DEVELOPER covenants not to sue for damages or claim any damages:

- (a) For any breach of this Permit or for any cause of action which arises out of this Permit; or
- (b) For the taking, impairment or restriction of any right or interest conveyed

Exhibit 5

or provided under or pursuant to this Permit; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application, validity, interpretation or effect of the provisions of this Permit.

17.2 Specific Performance. Except with regard to the requirements of the Permit for the payment of funds, the parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Permit and should be available to all parties for the following reasons:

(a) Money damages are unavailable against COUNTY as provided in Section 17.1 above.

(b) Once implementation of this Permit has begun, DEVELOPER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. DEVELOPER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Permit and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Permit, and it is not possible to determine the sum of money which would adequately compensate DEVELOPER for such efforts.

17.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review, DEVELOPER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary liability or damages, whatsoever, upon the COUNTY because it entered into this Permit or because of the terms of this Permit. DEVELOPER hereby waives the provisions of Section 1542 of the Civil Code which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

17.4 Termination or Modification of Permit for Default of DEVELOPER. COUNTY may terminate or modify this Permit for any failure of DEVELOPER to perform any material duty or obligation of DEVELOPER under this Permit, or to comply in good faith with the terms of this Permit (hereinafter referred to as "default"); provided, however, COUNTY may terminate or modify this Permit pursuant to this Section only after providing written notice to DEVELOPER of default setting forth the nature of the default and the actions, if any, required by DEVELOPER to cure such default and, where the default can be cured, DEVELOPER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured

Exhibit 5

within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

Upon the termination of this Permit for default of DEVELOPER, no party shall have any further right or obligation hereunder except with respect to (1) any obligation to have been performed prior to such termination, (2) the obligation to fully implement the Decommissioning Plan described in Paragraph 11, (3) any default in the performance of the provisions of this Permit which has occurred prior to such termination and/or (4) any obligations which are specifically set forth as surviving this Permit.

17.5 Attorneys' Fees. In any action at law, in equity in dispute resolution pursuant to Paragraph 13 to enforce or interpret this Permit, or otherwise arising out of this Permit, including without limitation any action for declaratory relief or petition for writ of mandate, the parties shall bear their own attorneys' fees.

18. NOTICES. (a) Except as may be otherwise required by law, any notice to be given pursuant to this Permit shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Inyo County
P.O. Drawer N
Independence, CA 93526

With A Copy To:

Inyo County Counsel
P.O. Drawer M
Independence, CA 93526

Telephone No.: (760) 878-0292
FAX No.: (760) 878-0465

Telephone No.: (760) 878-0229
FAX No.: (760) 878-2241

DEVELOPER:

Munro Valley Solar, LLC
c/o Allco Renewable Energy Limited
14 Wall St, 20th Floor
New York, NY 10005

Telephone No.: (212) 681-1120
Fax No.: (801) 858-8818

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this Paragraph.

Exhibit 5

(c) Notwithstanding anything to the contrary in this Paragraph 21, COUNTY agrees that any notice of default issued pursuant to Paragraph 20 shall be deemed received by, and enforceable against DEVELOPER, only if furnished by personal delivery, or registered or certified mail.

19. RECORDATION OF PERMIT. Upon execution of this Permit, this Permit shall be recorded in the Office of the Inyo County Recorder. From and after the date of recordation, and subject to the requirements of Paragraph 11 relating to assignment and transfer of this Permit, the terms and conditions of this Permit shall inure to the benefit of and be binding upon the heirs, executors, administrators, grantees, successors and assigns of DEVELOPER as covenants running with the land described herein as the Property.

20. FURTHER ASSURANCES. Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Permit.

21. SEVERABILITY. If any term, provision, covenant or condition of this Permit shall be determined invalid, void or unenforceable, the remainder of this Permit shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Permit. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Paragraph 9 of this Permit, including the payments set forth therein, are essential elements of this Permit and COUNTY would not have approved this Permit but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Permit shall be null and void and of no force and effect whatsoever.

22. CONSTRUCTION. This Permit reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

23. HEADINGS. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

24. NO THIRD-PARTY BENEFICIARIES INTENDED. Unless specifically set forth, the parties to this Permit do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

25. WAIVERS. The failure of either party to insist on strict compliance with any provision of this Permit shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Permit by the other party.

26. EXHIBITS AND RECITALS. The recitals and the exhibits to this Permit are fully incorporated into and are integral parts of this Permit.

27. ENTIRE PERMIT REPRESENTED. This Permit, together with the attached Decommissioning Plan and Conditions of Approval, represents the entire agreement between

Exhibit 5

DEVELOPER and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect.

28. JOINT AND SEVERAL OBLIGATIONS. If at any time during the term of this Permit the Property is owned, in whole or in part, by more than one DEVELOPER, all obligations of such DEVELOPERS under this Permit shall be joint and several, and the default of any such DEVELOPER shall be the default of all such DEVELOPERS.

29. TIME OF ESSENCE. Time is of the essence in the performance of the provisions of this Permit as to which time is an element.

30. FORCE MAJEURE. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Permit is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force). If any such events shall occur, the term of this Permit and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Permit shall not be extended under any circumstances for more than five (5) years.

31. MUTUAL COVENANTS. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

32. SUCCESSORS IN INTEREST. The burdens of this Permit shall be binding upon, and the benefits of this Permit shall inure to, all successors in interest to the parties to this Permit. All provisions of this Permit shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during their ownership of the Property or any portion thereof.

33. COUNTERPARTS. This Permit may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

34. EMINENT DOMAIN. No provision of this Permit shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain, nor shall any provision of this Permit be construed to give rise to a claim or action based upon inverse condemnation by DEVELOPER against COUNTY.

35. AGENT FOR SERVICE OF PROCESS. In the event DEVELOPER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, DEVELOPER shall file with the Director of the County Planning Department, upon its execution of this Permit, a designation of a natural person residing in the State of

Exhibit 5

California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Permit, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon DEVELOPER. If for any reason service of such process upon such agent is not feasible, then in such event DEVELOPER may be personally served with such process out of this County and such service shall constitute valid service upon DEVELOPER. DEVELOPER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. DEVELOPER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

36. DESIGNATION OF COUNTY OFFICIALS. For the purposes of this Permit, the COUNTY'S representative shall be the Director of the County Planning Department. Except for functions to be performed by the Board of Supervisors, COUNTY may, at any time and in its sole discretion, substitute any COUNTY official to perform any function identified in this Permit as the designated responsibility of any other official. COUNTY shall provide notice of such substitution; provided, however, the failure to give such notice shall not affect the authority of the substitute official in any way.

37. AUTHORITY TO EXECUTE. The person executing this Permit on behalf of DEVELOPER warrants and represents that he has the authority to execute this Permit on behalf of his corporation, partnership or business entity and warrants and represents that he has the authority to bind DEVELOPER to the performance of its obligations hereunder.

38. DEFINITIONS

38.1 Commencement of Commercial Operations shall be when the Project begins to produce and sell energy.

38.2 Actual Useful Life of Project shall be when the Project ceases to produce and sell energy for a continuous period of one year.

38.3 **THE PARTIES** hereto, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF INYO

Date: _____

By: _____

Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
County Administrative Officer/Clerk of the Board
Of Supervisors of the County of Inyo

By: _____
Deputy Clerk

APPLICANT/ OWNER (DEVELOPER)

Corporations Code section 17157 requires that contracts with a Limited Liability Company (LLC) shall be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.

Applicant/Owner

Date: _____

By _____

TITLE _____

Date: _____

By _____

TITLE _____

Exhibit A – Project Renderings

Exhibit B – Legal Description of Property

Exhibit C – Decommissioning Plan

STATE OF CALIFORNIA)
COUNTY OF INYO) SS.

On _____, before me _____, a Notary Public,
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Signature _____

Approved as to Form

Exhibit 5

County Counsel

By _____

Date _____

Exhibit 5

EXHIBIT "A"
Project Renderings

Exhibit 5

EXHIBIT "B"
Legal Description of Property

Exhibit 5

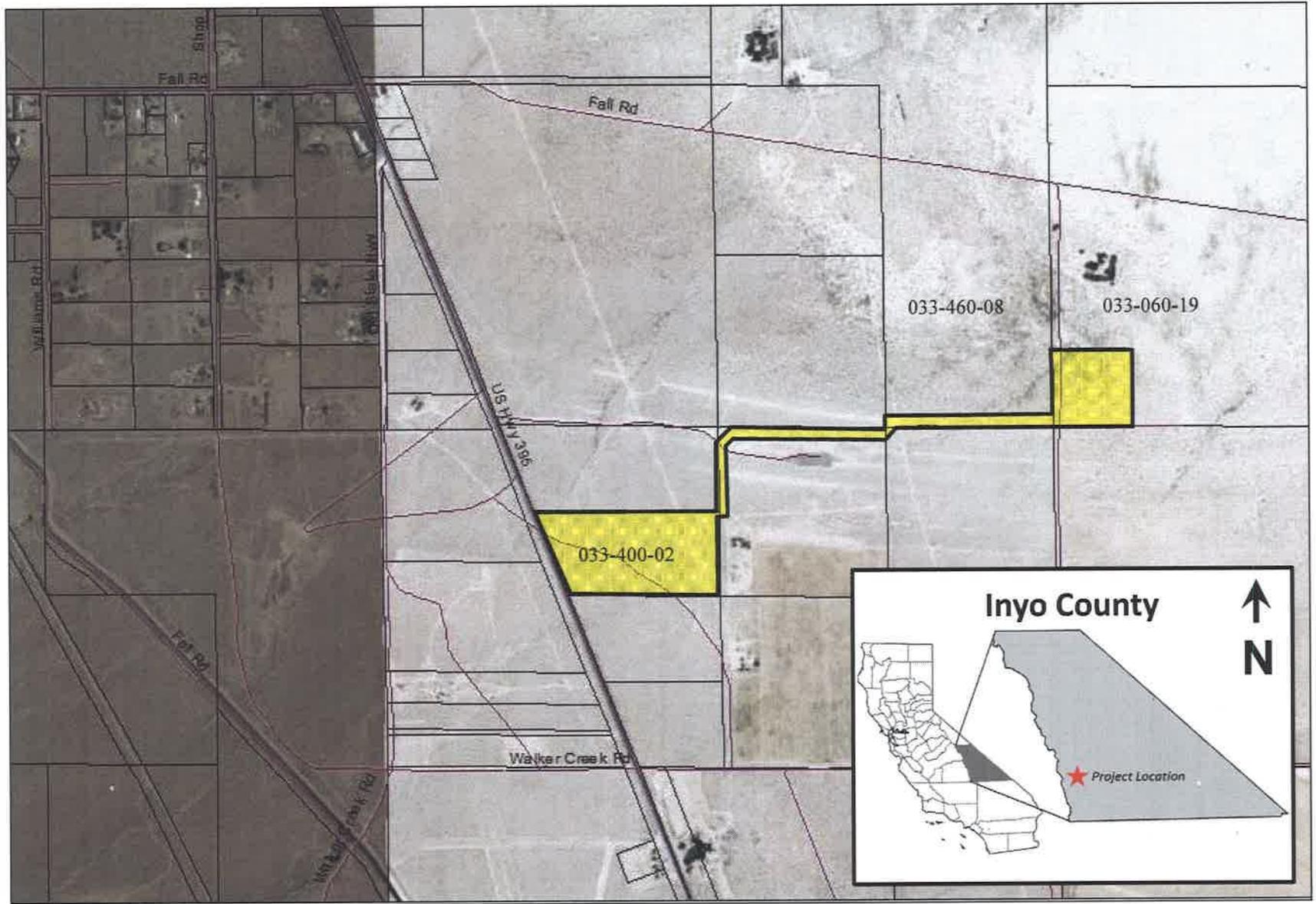
EXHIBIT "C"
Decommissioning Plan

BOARD OF SUPERVISORS PACKET

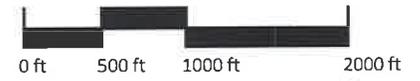
EXHIBIT #6

Distributed Solar Photovoltaic Overlay Map

Exhibit 6



Munro Valley Solar, LLC
Olancha, CA



BOARD OF SUPERVISORS PACKET

EXHIBIT #7

Exhibit 7

Subject:

From: Jael Hoffmann [<mailto:jaelhoff@gmail.com>]

Sent: Thursday, October 30, 2014 2:35 PM

To: Joshua Hart

Subject: Munro Solar Project

Dear Joshua,

This is an email I just sent to Chris Little from Ecos. Please consider the content. Thank you.

Dear Chris,

This is Jael Hoffmann, Olancha resident.

I think most reasonable people would agree that solar developments are preferable to carbon causing ones. Nonetheless, any development, relevant as it may be, should be executed with concern to the environment, and effected citizenry. In the case of the Munro Solar project in Olancha it is clear that the effected citizenry has been left out of decision-making. It would have been a sign of good will, had we been given a choice in parcel selection for the planned project. As it stands, this large eye sore, right on the highway, will repulse many a traveller who is seeking the trusted serenity of this town. This will also keep new business, which could benefit locals, as well as the county, from settling here.

I urge you, for the sake of the future of Olancha, and out of respect for its citizens, to reconsider moving your solar project further to the east, where it can be easily concealed.

Thank you for your consideration.

--

JH

Exhibit 7



BIG PINE PAIUTE TRIBE OF THE OWENS VALLEY

Big Pine Paiute Indian Reservation

P.O. Box 700 · 825 SOUTH MAIN STREET · BIG PINE, CA 93513
(760) 938-2003 · FAX (760) 938-2942

www.bigpinepaiute.org

October 31, 2014

Inyo County Board of Supervisors
PO Drawer N
168 N. Edwards Street
Independence, CA 93526

RE: Referral of Plan (Per Government Code Section 65352)
General Plan Amendment 2013-01/Munro Valley Solar

Dear Inyo County Supervisors:

The Big Pine Paiute Tribe of the Owens Valley (Tribe) received a letter from Associate Planner Elaine Kabala, dated September 17, 2014, allowing the Tribe the opportunity to comment on the proposed General Plan Amendment 2013-01/Munro Valley Solar (GPA). The GPA states:

"Policy LU-5.9 Distributed Solar Photovoltaic Overlay: This overlay designation provides for distributed solar photovoltaic facilities of 20 megawatts or less pursuant to Inyo County Code Title 21. Site-specific studies and appropriate environmental review are required for consideration of distributed solar photovoltaic facilities of 20 megawatts or less, pursuant to Inyo County Code Title 21. Potential social, economic, visual and environmental impacts from distributed solar photovoltaic facilities must be avoided or minimized to the extent feasible. Minimum parcel size may be waived pursuant to Inyo County Code Section 21.20.020."

The Tribe objects to the amendment for several reasons. As written, the GPA applies to all of Inyo County, not just the Munro Valley Solar project site. The proposed Munro project would generate only 4 megawatts, not 20, and nothing in the above language is site-specific to the Munro project. It appears that this GPA is part of the proposed Inyo County Renewable Energy General Plan Amendment (REGPA), even though the REGPA has not been approved and the CEQA process for the REGPA has not been completed.

On April 8, 2014, attorney Greg James gave a workshop presentation to your Board in which he explained Title 21, Inyo County's Renewable Energy Ordinance. In his presentation, Mr. James stated that the Munro Valley project was inconsistent with the General Plan, and therefore, Inyo

Exhibit 7

County could not grant a renewable energy permit or enter any other such relationship “unless the General Plan is amended.” In his presentation, Mr. James suggested these options:

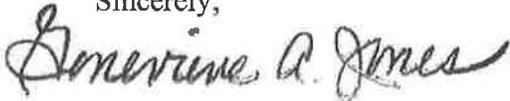
“The General Plan could be amended to:

- *Designate a project site as General Industrial,*
- *Create a new designation for the project site as General Industrial – Renewable, or*
- *Place a renewable energy overlay on the project site.”*

In the above options, the important phrase, project site, is now underlined for emphasis. The GPA as presented in the September 17, 2014, letter does not mention any project site, it is county-wide.

Also, by adopting the GPA, the county is deciding that "20 megawatts or less" is a satisfactory definition of "distributed" renewable energy development for Inyo County. In correspondence to date, the Tribe has applied a more narrow definition of “distributed,” as built for local use and benefit, and/or generating electricity to be used by the person(s) installing the equipment mostly on the property where the equipment is installed. The Tribe welcomes further discussion on a definition of “distributed” suitable for Inyo County.

Sincerely,



Genevieve Jones
Tribal Chairwoman

c: Elaine Kabala, Inyo County Associate Planner

Exhibit 7

Defenders of Wildlife
The Wilderness Society
Natural Resources Defense Council
Sierra Club

October 31, 2014

Board of Supervisors
County of Inyo
224 N. Edwards
Independence, California 93526
Via email: pgunsolley@inyocounty.us

Re: Munro Valley Solar Project

Dear Members of the Board of Supervisors:

Defenders of Wildlife ("Defenders"), The Wilderness Society ("TWS"), Natural Resources Defense Council ("NRDC") and Sierra Club take this opportunity to provide comments to the Board of Supervisors on the proposed Munro Valley Solar Project.

We are national environmental organizations comprised of millions of members and supporters in the U.S., many of whom reside in California. We are actively involved in supporting appropriately sited renewable energy generation projects which contribute to reducing emission of greenhouse gases into the atmosphere which, in turn, help minimize the effects of global climate change on our environment, and provide employment opportunities in local communities.

We urge you to approve the proposed Munro Valley Solar Project because it:

1. Is located on private land near Olancho, California, adjacent to paved highways and has minimal conservation value;
2. Is a small-scale (4 MW), distributed generation PV project to be located on approximately 30 acres of land;
3. Will provide electrical energy to the existing local distribution grid, and not require substantial new infrastructure to deliver electricity that is generated and used locally;
4. Has a power purchase agreement covering 20 years under a feed-in tariff ("FIT") program of the Los Angeles Department of Water and Power;
5. Will use minimal amounts of reclaimed, non-potable water for construction and operation;
6. Will incorporate reasonable mitigation measures to ensure that effects to scenic and biological resources are minimized or fully offset.

Exhibit 7

In support of our opinion that the site has little conservation value, we note that in 2006, the Bureau of Land Management classified scattered parcels of public land near the project site as suitable for disposal through sale or exchange. This decision was made in the West Mojave Plan which was subject to full environmental analysis and public review. (West Mojave Plan, Map 2-7, Inyo County Land Disposal Tracts). Furthermore, the project area is not located within the boundary of any biological resources conservation designation in the West Mojave Plan.

Small-scale projects such as Munro Solar are important in contributing to meeting California's (and in this case Los Angeles's) renewable energy needs, and help take pressure off of siting larger projects on undisturbed public lands.

We hope our comments are constructive and helpful to the Board of Supervisors in its deliberations on permitting the project.

Sincerely,



Jeff Aardahl

California Representative

Defenders of Wildlife

jaardahl@defenders.org



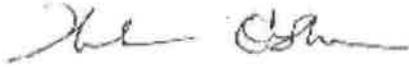
Sally Miller

Senior Regional Conservation Representative | CA

The Wilderness Society

sally_miller@twvs.org

Exhibit 7



Helen O'Shea

Director, Western Renewable Energy Project

Natural Resources Defense Council

hoshea@nrdc.org



Malcolm Clark, Chair

Range of Light Group, Toiyabe Chapter

Sierra Club

P.O. Box 1973

Mammoth Lakes, CA 93546



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

18

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

FROM: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Request to fill an Payroll Analyst I, II, or III

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested position comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; and
- B) Where internal candidates meet the qualifications for the position, the vacancy may be filled through an internal recruitment, however, due to the nature of this position an external recruitment is more appropriate; and
- C) Approve the hiring of one Payroll Analyst I, II, or III at a salary range of \$4,106-5,479 effective December 01, 2014.

CAO RECOMMENDATION

Given this position's responsibility for critical internal operations and the liabilities to which the County is exposed if the incumbent fails to correctly perform the job responsibilities, I support the four-week overlap in staffing if it can be achieved. Given the limited nature of the overlap and clarity of Departmental Recommendation for developing a record in any resulting Board Order, I am not inclined to recommend that the Auditor's authorized staffing be increased and then decreased for a period of four weeks, although this alternative can certainly be moved by your board.

SUMMARY DISCUSSION:

After several years of dedicated services, our Payroll Analyst has decided to try her hand at retirement. Ms. Jacobs provided notice back in September, which allowed my office to work with personnel and the CAO to start the recruitment process. Due to the nature of this position an expedited open recruitment was necessary to seek out qualified candidates.

The Payroll Analyst is independently responsible for preparing and issuing over 500 paychecks every two weeks. This position is very technical and not only has to understand basic payroll principles, federal and state labor laws and regulations, but also has to juggle multiple employee MOU's. The payroll process carries inherent risk and requires the payroll Analyst to be well trained and focused.

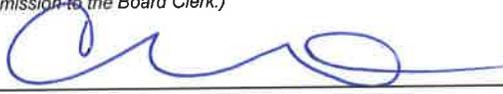
To ensure sufficient training and a seamless transition, I am requesting a short term overlap in the filing of the Payroll Analyst. This will allow the new hire to spend two payroll cycles with the current Payroll Analyst and receive detailed instruction and the benefit of over 40 years of payroll experience. The additional cost for the overlap can be covered with salary saving and a small reduction to services and supplies in the Auditor's budget.

ALTERNATIVES:

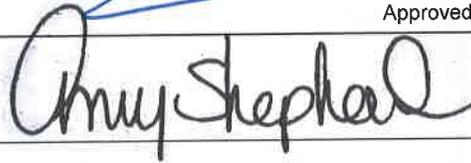
Your Board could choose not to approve the hiring of this position that will negatively impact the daily operations of the Auditor's office and the County.

FINANCING:

Funding for this position is from the general fund and is currently budgeted in the Auditor-Controller budget 010400 in the Salaries and Benefits object codes. The additional cost for the overlapping position will be covered with accumulated salary saving in the Auditor's budget from other vacancies and a small reduction to services and supplies.

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> <u>11/6/14</u> Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>11-06-14</u> Date: _____

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



Date: 11/6/2014



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
19

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Hiring of a Child Support Officer I/II, depending upon qualifications.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board find consistent with the adopted Authorized Position Review Policy: (1) the availability of funding for the requested position comes from the Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; (2) and the position could be filled by internal recruitment; and c) approve the hiring of one Child Support Officer I, Range 57 (\$3,046-\$3,701) or Child Support Officer II, Range 60 (\$3,271-\$3,973) depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We have a recent vacancy in a Child Support Officer II position. We need to open up recruitment to fill this position. Post regionalization, we have authorized strength of four (4) Child Support Officer (caseworker) positions and one Child Support Supervisor. With the departure of one of our child support officers staff have shared the casework normally assigned to this position which amounts to over 300 child support cases. It is recommended that we open up recruitment for this position as soon as possible to capitalize on internal training opportunities that will also be offered to our recently hired Administrative Analyst III who will begin working in our agency November 6, 2014.

ALTERNATIVES:

The Board could decline this this request. This is not recommended, as the Child Support agency case load continues to require daily state and federal mandated actions be undertaken to ensure consistent case outcomes and collections.

OTHER AGENCY INVOLVEMENT:

Personnel Department.

FINANCING:

The funding for this position will be provided through the Child Support Agency Budget 022501 and funding for this position is provided for in the Board approved 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.) Approved: _____ Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>11/4/14</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>11/4/14</u>

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 11/5/14
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

- 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 12, 2014

SUBJECT: Request to hire one full time Integrated Case Worker II in the HHS Social Services Eligibility and Employment division.

DEPARTMENTAL RECOMMENDATION:

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

- 1) the availability of funding for the requested position exists in the Social Services budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- 2) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
- 3) approve the hiring of one Integrated Case Worker II (Range 64, \$3,735-\$4,539) dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Employment and Eligibility Division recently filled the Human Services Supervisor position approved by your Board with an internal candidate, resulting in an additional Integrated Case Worker (ICW) vacancy. The ICW position remains critical to the functioning of this division, which processes a high volume of client applications, determining eligibility and authorizing services for a wide range of programs. HHS also continues to meet the challenges related to implementation of the Affordable Care Act (ACA), as Employment and Eligibility staff not only provide consultation and eligibility determinations for residents who may be eligible for other forms of health insurance provided by the California Health Exchange, they also assist consumers impacted by changes in Medi-Cal.

HHS is also moving forward with a plan to provide subsidized employment in an effort to enhance the employment services offered to our clients and to our business community. Maintaining our current staffing level will help the entire division maintain accurate and timely client records and continue to provide a high quality of employment and eligibility services.

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 the recent vacancy at the Integrated Case Worker II level.

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.

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.

<u>APPROVALS</u>	
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: <u>yes</u> 11/3/14 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: 11/3/14 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11-5-14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
24

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

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Hiring of Temporary/Seasonal Maintenance Workers

DEPARTMENTAL RECOMMENDATIONS:

- 1. Request the Board approve the hiring of four (4) Seasonal Maintenance Workers for the Road Department, Range PT50, \$14.46 per hour.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Road Department would like to hire four (4) Temporary/Seasonal Maintenance Workers. These maintenance worker positions would be filled in February, 2015 and would end in June, 2015.

The bulk of the work for these employees will be tree trimming and crack sealing. Late winter through early summer is the perfect time for these kinds of task to be done. These employees would spend approximately 5 weeks in each road district completing this work. There may also be times when they will be asked to assist in snow removal activities if we have a heavy winter. The Road Department has hired Seasonal/Temporary Maintenance Workers in the past and they have been very beneficial in the amount of maintenance work that they have accomplished.

ALTERNATIVES:

- 1. The Board could choose not to approve filling these positions. This is not recommended as these positions allow the Road Department to perform some of the more labor intensive maintenance activities without combining road crews. When the Road Department combines road crews for long periods of time, it causes work in other areas of the county to be postponed.

OTHER AGENCY INVOLVEMENT:

The Inyo County Auditors Office
Personnel Department

FINANCING:

There is sufficient money in the Road Budget, Budget Unit 034600, to cover the cost of the seasonals

APPROVALS

Table with 3 rows: COUNTY COUNSEL, AUDITOR/CONTROLLER, PERSONNEL DIRECTOR. Each row includes a description of items to be reviewed and approved, and fields for 'Approved:' and 'Date:'.

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 11/4/14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 22

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

FROM: Integrated Waste Management Program

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Consideration of request from the Veterans of Foreign Wars of the U.S. Bishop Post 8988 (VFW Bishop) for the waiver of solid waste fees for construction and demolition materials at the Bishop Sunland Landfill.

DEPARTMENTAL RECOMMENDATION: Consideration of request from the Veterans of Foreign Wars of the U.S. Bishop Post 8988 (VFW Bishop) for the waiver of solid waste fees for construction and demolition materials at the Bishop Sunland Landfill.

SUMMARY DISCUSSION: The VFW Bishop has requested a fee waiver (see attached letter) for construction and demolition materials associated with reconstructing sidewalks and a parking lot around the VFW Post.

County Code Section 7.10.080 Charges D. states, "in the event of a declared local, state or federal state of emergency, or to alleviate threats to the public health or safety, the board of supervisors may by resolution waive solid waste disposal fees for classes of persons affected by the emergency or threat to public health or safety."

Through conversation with a VFW Bishop representative it is estimated that there will be four (4) truckloads of concrete estimated to be at three (3) cubic yards each for a total of twelve (12) cubic yards of concrete and two (2) truckloads yards of dirt for a total of six (6) cubic yards of dirt. The gate fees that would be charged for the concrete is \$22 per yard for a total of \$264 if the concrete is separated from any other construction debris and \$50 per yard or a total of \$600 if it were to come in a mixed load. There is no charge for the dirt if it comes clean, if it comes mixed with other construction debris it will be charged at \$50 per yard for a total of \$300. Therefore the total fee waiver for this request ranges from \$264 to \$900. Staff would recommend that if your Board approves this request and directs staff to prepare a resolution that the resolution require the material be separated.

ALTERNATIVES: Your Board could choose to not waive these fees.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is between \$264 - \$900 of revenue that will be lost as a result of the waiver of these fees.

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 Assistant Clerk of the Board.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

[Handwritten Signature]

Date: 11/5/14

VFW



Veterans of Foreign Wars Of The U.S.
Bishop Post No. 8988
484 Short Street
Bishop, California 93514
(760) 873-5770

10-29-2014

Dear Board of Supervisors;

The Veteran's of Foreign War are requesting that you please wave the dump fees for projects at VFW Post 8988. The Post is currently working on an assisted parking area and sidewalk to the VFW Post 8988 front door to ensure veterans with special needs have access to the Post. The current sidewalks are dangerous and a safety hazard for our veterans and guests. The Post will be doing the remaining sidewalks in sections until the project is completed. Thank you for considering our request.

Sincerely,

A handwritten signature in black ink that reads "Cheryl Underhill".

Cheryl Underhill

VFW Auxiliary President

"Freedom isn't free"



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Pam Foster, Senior Deputy County Administrator

FOR THE BOARD MEETING OF: November 12, 2014

SUBJECT: Negotiation with Tecopa Hot Springs Conservancy for a potential concessionaire agreement at the Tecopa Hot Springs Campground and Pools

DEPARTMENTAL RECOMMENDATION:

Request your Board consider authorizing the County Administrator or his designee to negotiate for the concession of the Tecopa Hot Springs Campground and Pools.

SUMMARY DISCUSSION:

On June 10, 2014, the Board of Supervisors reviewed options for the operation of the Tecopa Hot Springs Campground and Pools and directed staff to issue a Request for Proposals (RFP) for a potential concessionaire. The Tecopa Hot Springs Campground and Pools had been operated by California Land Management (CLM) for the previous 10 years and its concessionaire agreement was set to expire on October 1, 2014. CLM had indicated that it was no longer interested in operating the campground and pools.

Staff presented several options to the Board regarding potential operation models to be explored including:

- Operate with County staff – either shared with Library and HHS or dedicated Parks staff
- Issue new RFP for Concessionaire Agreement
- Allow for free public use of Bath Houses, and close campground
- Close Bath Houses and campground

In addition to the discussion with your Board, staff also held a community meeting in Tecopa on June 10, 2014 to solicit input regarding operations of the campground and pools. With the input from the Board and the community in mind, staff prepared an RFP. On July 15, 2014 your Board approved the issuance of an RFP for a potential concessionaire. The RFP was sent to campground and hot springs operators throughout California and Nevada as well as to interested parties in the community of Tecopa. Responses to the RFP were due September 19, 2014. The County received two responses as follows:

- Tecopa Hot Springs Conservancy
- Indy Development Group, LLC

As community residents requested at the Tecopa meeting on June 10, 2014 both proposals were made available for community review to community members at the Tecopa Community Center. A form was provided for the rating and ranking of the proposals. In another meeting to update the community on September 23, 2014, both respondents were in attendance and each gave a brief summary of their proposal to the members of the community in attendance at the meeting. All forms and comments that were submitted have been reviewed and weighed by staff.

Staff has also reviewed both proposals for content and in association with the scoring criteria within the RFP, and with consideration given to the community input. The proposal from Indy Development Group LLC was nearly deemed non-responsive based on the information provided, but it was reviewed scored much lower than the proposal from Tecopa Hot Springs Conservancy. There are items within the proposal from Tecopa Hot Springs Conservancy that require further

