

# 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.

### February 10, 2015

9:30 a.m. 1. **PUBLIC COMMENT**

#### CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
3. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

#### OPEN SESSION

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

4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
5. **PUBLIC COMMENT**
6. **INTRODUCTION** – Mr. Phillip Traver a Programmer Analyst will be introduced by the Board.

#### CONSENT AGENDA (Approval recommended by the County Administrator)

##### COUNTY ADMINISTRATOR

7. **Personnel** – Request approval of the February 10, 2015 through February 28, 2018, Comprehensive Memorandum of Understanding between the County of Inyo and the Inyo County Probation Peace Officers Association (ICPPOA); and authorize the Chairperson to sign.
8. **COUNTY COUNSEL – PLANNING**

Request approval of a Contract between the County of Inyo and Munro Valley LLC and ECOS Energy LLC for the reimbursement of County of Inyo for defense litigation costs contingent upon adoption of future budgets; and authorize the Chairperson to sign.

## **PLANNING**

9. Request Board ratify and approve the Second Amendment to the Contract between the County of Inyo and Southern California Edison regarding the Cost Energy and Service Efficiencies Action Plan, extending the ending date of the Contract to December 31, 2015; and authorize the Chairperson to sign.

## **SHERIFF'S DEPARTMENT**

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

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

11. **HEALTH AND HUMAN SERVICES – Misc.** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Administrative Assistant position exists, as certified by the Director of Health and Human Services, and concurred by the County Administrator and the Auditor-Controller; B) where it is possible that the position of Assistant to the HHS Director could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure as many qualified applicants as possible apply for the position; and C) approve the hiring of one Administrative Assistant to the HHS Director at Range 70 (\$4,305 - \$5,236).
12. **HEALTH AND HUMAN SERVICES – Misc.** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Management Analyst position exists, as certified by the Director of Health and Human Services, and concurred by the County Administrator and the Auditor-Controller; B) where it is possible that the position of HHS Management Analyst could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure as many qualified applicants as possible apply for the position; and C) approve the hiring of one HHS Management Analyst at Range 80 (\$5,450 - \$6,628).
13. **PLANNING** – Request Board review the Draft Desert Renewable Energy Conservation Plan, Environmental Impact Report, and Environmental Impact Statement; receive a presentation from staff; and authorize the Chairperson to sign correspondence in regards thereto.
14. **COUNTY COUNSEL – PLANNING** - Request Board ratify and approve the Agreement between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services on behalf of the County and ECOS Energy, LLC, from January 8, 2015 to the completion of the Native American Heritage Commission v. County of Inyo, et. al., Inyo County Superior Court Case No. SICVPT 1557557 lawsuit, at the rate of \$155 per hour for legal services, except travel time will be paid at \$50 per hour, for a total amount not to exceed \$60,000, contingent upon the Board's approval of a FY 2014-15 Mid-Year Budget and future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
15. **COUNTY ADMINISTRATOR – COUNTY COUNSEL** – Request approval of the Engagement Letter between the County of Inyo and Liner, LLP for the provision of legal services for the Consolidated Office Building Build-to-Suit Lease, negotiation as needed, and preparation of a proposed Lease, at a fixed fee of \$15,000, which will be billed at the hourly rate of \$495 per hour until paid and then no charge for services until the proposed next version of the Lease is prepared; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained. (4/5's vote required.)
16. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Special Meeting of January 22, 2015.

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

- 10:15 a.m.** 17. **HEALTH AND HUMAN SERVICES – Emergency Medical Services** – Request Board receive a presentation and letter from Steve Davis, Olancho Fire Chief, regarding emergency medical services and our local emergency medical services agency out of San Bernardino, the Inland Counties Emergency Medical Authority (ICEMA).
- 11:00 a.m.** 18. **WATER DEPARTMENT** – Request Board receive a briefing on the recently adopted Sustainable Groundwater Management Act.

**CORRESPONDENCE - ACTION**

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

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

20. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

21. **CARSON AND COLORADO RAILROAD** – Copy of an article from the March, 2015 Trains publication, by David Lustig concerning the work being done on the old Southern Pacific Narrow Gauge locomotive (Slim Princess) located at the Independence Park.



**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:** County Administrator - Personnel Department  
**FOR THE BOARD MEETING OF:** February 10, 2015  
**SUBJECT:** MOU between County of Inyo and Inyo County Probation Peace Officers Association

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve the February , 10, 2015 through February 28, 2018, Comprehensive Memorandum of Understanding between the County of Inyo and the Inyo County Probation Peace Officers Association (ICPPOA) and authorize the Chaiperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Through the budget process, your Board has remained committed to maintaining staffing levels despite economic uncertainty and budgetary constraints at the local, state and federal levels. Meanwhile, employee benefit costs, including health care costs paid by the County for insuring employees continue to rise. In order to control costs the County will spend to provide health care insurance in the future, this MOU changes the way this association will contribute towards their health insurance. Currently the ICPPOA pays 1% of the employees base salary toward the health insurance premium. Beginning the first full pay period in February; the employees will be paying 20% of the total premium. This will save the county approximately \$20,000 the first year of the contract. This MOU also provides for a 2% Cola each year of the contract.

**ALTERNATIVES:**

Not approve and direct staff to come back with different alternatives.

**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

Any costs associated in year 2 and 3 are budgeted in contingencies in the 14/15 Personnel Budget, #010800

**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>Marek Kemp-Williams / s</i> Approved: <u>Yes</u> Date <u>2/6/15</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>Cano</i> Approved: <u>✓</u> Date <u>2/5/2015</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>Due PC</i> Approved: <u>✓</u> Date <u>2/5/15</u>

**DEPARTMENT HEAD SIGNATURE:** Kevin Curuncho by SA Date: 2/5/15  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

**COMPREHENSIVE  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF INYO  
AND  
THE INYO COUNTY PROBATION PEACE OFFICERS ASSOCIATION  
2015-2018**

**ARTICLE 1. RECOGNITION**

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Probation Peace Officers Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

**ARTICLE 2. EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS**

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association, and Resolutions approving such prior Memoranda of Understanding.

**ARTICLE 3. NON-DISCRIMINATION**

**Section 1.** The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

**Section 2.** The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation. The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement to be in compliance with state or federal anti-discrimination laws.

**Section 3.** Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

**ARTICLE 4. WORKDAY AND WORKWEEK**

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday.)

- a. Full time permanent employees on either a seven or eight hour daily work schedule will work five consecutive days, with two consecutive days off.
- b. Full time permanent employees on a four day, ten hour per day work schedule will work four consecutive days with three consecutive days off.

- c. Any 7 hour per day position which becomes vacant shall be filled on an 8 hour per day basis.
- d. All future promotions and transfer of incumbent County employees shall be at 8 hours per day.
- e. The County Administrator may in his/her discretion based upon recommendation from a department head change work hours and/or workshifts on a temporary basis in such department or work unit thereof.

**ARTICLE 5. OVERTIME AND COMPENSATORY TIME - FULL TIME PERMANENT**

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full time nonexempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation shall be paid after 35 hours for those non-exempt full-time employees scheduled on a 35 hour work week. Time and one-half compensation will be paid after 40 hours for those full time non-exempt employees scheduled on a 40 hour work week. Non-exempt full time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

- a. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
- b. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2). The compensatory time may be banked as provided in paragraph e. below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
- c. Attachment "A" to this Agreement is a list of those positions exempt from overtime and compensatory time under FLSA. Positions on this list may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise between the County and Association, a letter ruling will be sought from the U.S. Department of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
- d. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- e. County will allow non-exempt full time employees to carry 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

**ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION**

- a. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$35.00 for performing standby duties on each regularly scheduled day and \$50.00 for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- b. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instance after the first two in a 12-hour period will be paid at normal overtime rates.

- c. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee he or she may be needed, but not formally placing the employee on standby.

**ARTICLE 7. SALARIES**

- a. Salary Increases: The salaries for employees represented by ICPPOA shall be increased from those set forth in Attachment B as follows:

- B 2% COLA effective - February 12, 2015
- 2% COLA effective - February 11, 2016
- 2% COLA effective - February 9, 2017

- b. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:

- 10 years – 2%
- 15 years – 2%
- 20 years – 2%
- 25 years - 2%

These increases will be based on employee start date. If the employee starts on the first through fifteenth of the month, the increase will begin the first of that month. If employee starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- d. Shift Differential. Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.

## **ARTICLE 8. PART-TIME BENEFITS**

**Section 1.** The County will provide the following benefits at the following levels for the following classifications of part-time employees:

- a. Part-time, Non-benefited, Merit System Employees:
- (1) Defined as employees working between 1 to 19.99 hours per week;
  - (2) Hired through County recruitment process;
  - (3) Appeal rights under Article XII, Disciplinary Actions and Appeals Procedures, of the Personnel Rules, shall be limited to an appeal to the County Administrative Officer, whose decision shall be final and binding; such employees shall not be entitled to appeal any disciplinary matters to the Hearing Officer or any other higher authority;
  - (4) Any hours worked in excess of 38 during the two week pay period will be paid at time and one half. The pay periods are listed in Attachment D.
  - (5) Such employees shall not receive any benefits, including but not limited to those benefits provided for in Articles 9, 10, 11, 16, 17, 18, or 20 of this Agreement or any other insurance, leave, or other benefits provided by the County to any other employees.
- b. Part-time, Benefited, No PERS Retirement, Merit System Employees:
- (1) Defined as employees working between 20 to 29.99 hours per week;
  - (2) Employees hired through the County recruitment process;
  - (3) Merit System employees with full appellate rights under the Personnel Rules;
  - (4) Employees shall be hourly employees and shall not receive any benefits provided for in Article 20 (PERS retirement benefits);
  - (5) Employees shall receive the following benefits:
    - (a) County shall pay 75% of employee only health benefits unless prohibited by the County's medical benefit plan
    - (b) Employees shall receive prorated vacation (Article 17 hereof and Personnel Rule 813) and sick leave (Article 16 hereof and Personnel Rule 814). Proration shall be determined by the number of hours worked by the employees. Employees will be allowed to participate in sick leave buy back.

The buy back will be based on the budgeted position (16.00-29.99). Employee using less than five days of sick leave and having a minimum of 10 sick days on the books will be eligible to sell back up to 5 days.

- (c) Any hours worked in excess of 58 during the two-week pay period, will be paid at time and one half. Pay period are listed in Attachment D .
  - (d) Employee moving from part-time status to full time status will be allowed portability of vacation and sick accruals based on the prorated budgeted position.
  - (e) Employees shall be entitled to participate in the County Flexible Benefit Program, provided for in Article 10, herein;
  - (f) Employees shall be entitled to participate in the County Deferred Compensation programs, provided for in Article 12, herein;
  - (g) Except as specifically provided in sections (a) through (f) above, these employees shall receive no other benefits provided by the County to its other employees, including but not limited to any other insurance, leave or other benefits provided by the County to any other employees.
- c. Part-time, Prorated Benefits, Merit System Employees:
- (1) Defined as employees working between 30 to 39.99 hours per week, as determined by the Personnel Rules and Article 4, herein);
  - (2) Employees hired through County recruitment process and merit system employees;
  - (3) Employees will have fully paid health insurance as provided by the County to full time career employees;
  - (4) Employees will have prorated dental, vision, leave and retirement benefits. Proration will be determined by the number of hours worked by the employee;
  - (5) A non-exempt employees will be paid overtime and eligible for compensatory time for all hours worked in excess of 40 hours per week. Overtime payments and compensatory time will be provided in Article 5.

**Section 2.** The benefits and status provided to the employee classifications defined in Section 1, above, are subject to the following:

- a. The following are excluded from the above classifications and, therefore, not entitled to any benefits or status provided for in Section 1: Seasonal employees, temporary reserve officers, contract employees, GAIN, TANF (Welfare to Work), Title V or other workers placed through state or federal programs;

- b. In the event PERS reverses its current position concerning the validity of the County's hourly exclusion in its PERS contract, the County and Association shall meet-and-confer concerning the impact of such decision and the necessary changes to the benefits provided for in Section 1;

#### **ARTICLE 9. INSURANCE BENEFITS**

- a. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- c. County agrees to pay 80% of the premium of PERS Choice, PORAC or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium
- c. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
- d. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum; County agrees to pay 100% of Optical insurance; County agrees to pay 100% of life insurance for employee during the term of the MOU.
1. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
- Eligible for *employee only* coverage - \$92.31 per pay period
  - Eligible for *employee plus one* coverage - \$184.62 per pay period
  - Eligible for *family* coverage - \$276.93 per pay period
- f.
- g. Retirement Medical – At a mutually agreed upon date in the future as the County begins to make decisions on what to do for new hires, in concept, ICPPOA agrees with grandfathering existing, vested employees, and creating a pre-funded retiree health investment option for new hires with both the County and employees contributing, if allowable by law.

#### **ARTICLE 10. FLEXIBLE BENEFIT PROGRAM**

County will to pay the administration fee for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

#### **ARTICLE 11. SHORT-TERM DISABILITY PROGRAM**

County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium of one percent of employee's base salary to a maximum of what the State of California rate is per year. Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrator. The benefit will be as set forth in the Short Term Disability Program as amended on October 1, 1999.

#### **ARTICLE 12. DEFERRED COMPENSATION**

County will provide deferred compensation programs for employees.

#### **ARTICLE 13. REASONABLE ACCESS, CONTRACTING OUT**

Reasonable Access - The practice will continue, which allows ICPPOA Officers and Representatives reasonable access to County work locations, facilities, equipment and other County resources.

Contracting Out – The County agrees to address contracting out of County Services in accordance with all applicable laws.

#### **ARTICLE 14. CAREER LADDER PROCESS**

The County will provide a career ladder process as outlined in Attachment C.

#### **ARTICLE 15. – Left Blank**

#### **ARTICLE 16. SICK LEAVE**

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Except as provided in Article 8, any employee using less than five days of sick leave in any calendar year may, at the employee's option, exchange up to five days of sick leave with the County for monetary compensation at the employee's current hourly rate.
- c. County and ICPPOA will work together to create an emergency sick leave bank.

#### **ARTICLE 17. VACATION LEAVE**

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

**ARTICLE 18. FLEXIBLE LEAVE**

The County shall grant employees 35 hours or 40 hours (depending on employee’s hourly status) of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours’ notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee’s department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

- November 1 - February 28 ..... Three (3) days
- March 1 - June 30..... One (1) day.

**ARTICLE 19. HOLIDAYS**

- a. Recognized Holidays. County holidays are as follows:

- January 1 (New Year's Day)
- February 12 (Lincoln’s Birthday)
- Third Monday in February (Washington's Birthday)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veteran's Day)
- Thanksgiving Day
- Friday immediately following Thanksgiving Day
- December 24 or December 31
- December 25 (Christmas Day)

- b. Additional Provisions. Any employee who works in a facility which operates seven (7) days a week and who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for 20 hours on an 8-hour work day. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

**ARTICLE 20. RETIREMENT PROVISIONS**

- a. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- b. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefit to miscellaneous employees shall consist of:
  - 1. Final compensation to be based on highest one year's salary;
  - 2. Include post-retirement survivor allowance;
  - 3. Allow 260 days of accrued sick leave to be added to service credit;
  - 4. Employer Paid Member Contribution (EPMC)
  - 5. All other provisions as amended in the County PERS contract.
- e. New PERS members hired after January 2013 will fall under PEPPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

**ARTICLE 21. PERSONNEL RULES**

The Personnel Rules are hereby incorporated by reference.

**ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM**

The County will provide an Employee Assistance Program.

**ARTICLE 23. TRAVEL PAY**

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

**ARTICLE 24. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY**

**Section 1. Dues Deductions.** The County shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The County shall remit such funds to the Association within thirty (30) days following their deduction.

**Section 2. Indemnification.** The county will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

**Section 3. ICPPOA Release Time.** County will release with pay ICPPOA Board of Directors or other ICPPOA members (maximum seven (7) employees) assigned to established ICPPOA committees, from their normal duties to conduct legitimate and reasonable Association business. An employee must request, in advance, release time which may be denied due to the operational needs of the department.

Granting of Release time is conditioned upon ICPPOA providing to the County, by January 15 of each year, a list of meetings and board and committee members for that calendar year and coordinating with the Personnel Department any meeting or training that will require members to be away from work in excess of three (3) hours. ICPPOA and Personnel will work together to assure that such meetings or training will not adversely impact departments. Department heads will discuss with the Personnel Office any difficulties concerning ICPPOA release time prior to discussing such matters with the ICPPOA Board or any member of the ICPPOA Board.

**ARTICLE 25. OUT OF CLASSIFICATION PAY**

Any employee assigned work in a higher classification will have his/her salary increased by a minimum of 5% or be increased to the higher classification for the time worked, which ever is greater, after five (5) working days, effective the first day worked.

**ARTICLE 26. FLSA EXEMPT**

Attachment A lists those classifications, which are FLSA exempt.

**ARTICLE 27. PROBATION PERIOD –**

These classifications will serve a 12-month probationary period:

Group Counselors  
Probation Officers

**ARTICLE 28. UNIFORMS**

- a. **Section 1.** The following uniform allowance applies only to Group Counselors and Supervising Group Counselors, full-time and BPAR employees only:

Employees will receive \$100.00 twice a year for uniform cleaning reimbursement. This payment will be made to the employee on the first payroll in January and last payroll in July of each year.

**Section 3.** The County shall provide all other employees covered by this Agreement who are required to wear a uniform, the necessary uniforms and will provide for the laundering for such uniforms. Laundering services will be provided directly through the County. Employees who elect to launder the uniforms through other means will do so at their own expense. The above is provided in lieu of a uniform allowance. The County shall provide the employees a list of the required uniforms.

**ARTICLE 29. SPECIAL ASSIGNMENT PAY**

Any Deputy Probation Officer I/II assigned to INET Task Force shall be paid on additional 5% of base pay for so long as they serve in such assignment. Other Deputy Probation Officers (DPO III) assigned to INET shall not receive any Special Assignment Pay.

**ARTICLE 30. PERFORMANCE EVALUATIONS**

Association will use county approved evaluation forms

**ARTICLE 31. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY**

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

**ARTICLE 32. MATERNITY LEAVE OF ABSENCE**

Maternity leave is governed by Personnel Rule 806.

**ARTICLE 33. TUITION REIMBURSEMENT**

The County will reimburse educational expenses to a maximum of \$350.00 per year per employee for tuition and books.

The County will consider allocating an additional amount to any given employee, subject to available funding, engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County. If such a situation exists, the department head's recommendation for payment is necessary.

The County will reimburse the employee for course work completed with a grade of 2.0 or higher. The employee must submit a final grade report and a receipt for books purchased.

**ARTICLE 34. SMOKING**

There shall be no smoking or chewing of tobacco in any County facility or County vehicle. Employees smoking on County property shall smoke in designated smoking areas, which areas will be agreed to by the County and Association.

**ARTICLE 35. MISTAKEN OVERPAYMENTS**

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up the amount of overpayment. However, not more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

**ARTICLE 36. LETTER OF REPRIMAND**

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the Director of Personnel Services, who shall have the authority to remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning, or counseling.

**ARTICLE 37. AUTHORIZED AGENTS**

Authorized agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

- A. Representing the County  
County Administrator  
P.O. Box N  
Independence, CA 93526
  
- B. President ICPPOA  
P.O. Box 153  
Bishop, CA 93515
  
- C. Agent  
Mastagni, Holstedt, Amick, Miller, Johnsen & Uhrhammer  
1912 I Street  
Sacramento, CA 95814

**ARTICLE 38. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING**

**Section 1.** It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

**Section 2.** The parties acknowledge that the Board of Supervisors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

#### **ARTICLE 39. NO STRIKE-NO LOCKOUT**

**Section 1.** The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

**Section 2.** The County agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

**Section 3.** Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

**Section 4.** In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

#### **ARTICLE 40. EMERGENCY WAIVER**

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Agreement, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel rules and policies.

#### **ARTICLE 41. SEPARABILITY**

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

#### **ARTICLE 42. WAIVER**

**Section 1.** The parties mutually agree that, except as specifically provided herein, neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations or mediation leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations or mediation leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet-and-confer about any matter during the term of this MOU.

**Section 2.** The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or stand agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

**Section 3.** The parties acknowledge that this MOU shall not be in force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo.

**ARTICLE 43 MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall be in force and effect February 10, 2015 through February 28, 2018 . The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

**ARTICLE 44. RATIFICATION AND EXECUTION**

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 10th day of February, 2015.

COUNTY OF INYO:

INYO COUNTY PROBATION  
PEAC OFFICERS ASSOCIATION

\_\_\_\_\_  
Matt Kingsley  
Chairperson

\_\_\_\_\_  
Debbie McCormick  
ICPPOA President

ATTACHMENT A  
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT  
FOR THE PURPOSES OF OVERTIME  
Administrative, Executive and Professional

AGRICULTURAL COMM DEPUTY  
AGRICULTURAL COMMISSIONER  
ASSESSOR  
ASSESSOR ASSISTANT  
AUDITOR ASSISTANT  
AUDITOR CONTROLLER  
CAO ASSISTANT  
CAO DEPUTY  
CAO SENIOR DEPUTY  
CLERK RECORDER  
CLERK RECORDER ASSISTANT  
CLINIC MANAGER  
CORONER  
COUNTY ADMINISTRATIVE OFFICER  
COUNTY COUNSEL  
COUNTY COUNSEL DEPUTY  
DEPUTY PERSONNEL DIRECTOR  
DEPUTY DIRECTOR PLANNING  
DIRECTOR CHILD SUPPORT  
DIRECTOR ENVIRONMENTAL HEALTH  
DIRECTOR FIRST FIVE  
DIRECTOR HEALTH&HUMAN SERVICES  
DIRECTOR INFO TECHNOLOGY  
DIRECTOR LIBRARY  
DIRECTOR MENTAL HEALTH  
DIRECTOR PLANNING  
DIRECTOR OF PUBLIC WORKS  
DIRECTOR SOCIAL SERVICES  
DIRECTOR WATER  
DISTRICT ATTORNEY  
DISTRICT ATTORNEY ASSISTANT  
DISTRICT ATTORNEY DEPUTY  
ENGINEER ASSOCIATE CIVIL  
ENGINEER SENIOR  
HHS ASSISTANT DIRECTOR  
HHS DEPUTY DIRECTOR - PUBLIC HEALTH  
HYDROLOGIST

ATTACHMENT A  
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT  
FOR THE PURPOSES OF OVERTIME  
Administrative, Executive and Professional

INT WST MGMT PRG SUPERINTENDEN  
SR INT WST MGMT PRG SUPERINT  
MANAGEMENT ANALYST  
MANAGEMENT ANALYST SENIOR  
MITIGATION PROJECT MANAGER  
MUSEUM ADMINISTRATOR  
PUBLIC ADMINISTRATOR GUARD  
PLANNING SENIOR  
PROBATION CHIEF OFFICER  
PROBATION DEPUTY CHIEF ADULT/JUVEN  
PROBATION DEPUTY CHIEF JUV INST  
PROGRAM CHIEF  
PSYCHIATRIST  
PUBLIC WORKS DEPUTY  
ROAD SUPERINTENDENT  
RISK MANAGER  
SCIENCE COORDINATOR  
SCIENTIST  
SOCIAL WORKER SUPERVISOR SR  
LIEUTENANT  
SHERIFF  
UNDERSHERIFF  
SUPERVISOR  
TREASURER TAX COLLECTOR ASST  
TREASURER TAX COLLECTOR

**ATTACHMENT B**

**PPOA EMPLOYEES  
EFFECTIVE FEBRUARY 12, 2015**

**FULL-TIME**

Range	Step A	Step B	Step C	Step D	Step E
057	3107	3265	3425	3597	3775
058	3181	3339	3504	3681	3871
059	3258	3417	3592	3770	3958
060	3336	3500	3675	3862	4052
061	3412	3581	3764	3955	4143
062	3495	3672	3856	4042	4249
063	3572	3753	3946	4140	4346
064	3662	3842	4030	4242	4450
065	3744	3936	4134	4340	4553
066	3832	4027	4234	4441	4665
067	3929	4125	4331	4551	4770
068	4025	4227	4436	4653	4890
069	4122	4326	4543	4767	5002
070	4221	4434	4652	4888	5133
071	4319	4534	4763	4998	5250
072	4423	4647	4875	5114	5372
073	4526	4756	4996	5243	5506

**HOURLY**

Range	Step A	Step B	Step C	Step D	Step E
057PT	16.65371	17.49809	18.34896	19.26479	20.23257
058PT	17.04992	17.90079	18.77765	19.73894	20.73920
059PT	17.45263	18.30999	19.23880	20.20659	21.21334
060PT	17.88130	18.75816	19.69347	20.68725	21.71347
061PT	18.29050	19.19333	20.18709	21.19387	22.22010
062PT	18.73218	19.67399	20.64826	21.66800	22.77869
063PT	19.14788	20.10917	21.14838	22.20063	23.28530
064PT	19.62203	20.58980	21.60956	22.73322	23.85039
065PT	20.06370	21.10293	22.14866	23.25285	24.39600
066PT	20.53784	21.59007	22.68776	23.80493	25.00656
067PT	21.05747	22.10319	23.20738	24.38301	25.57163
068PT	21.57708	22.65528	23.77247	24.94160	26.20817
069PT	22.08370	23.17489	24.34403	25.55864	26.80572
070PT	22.61631	23.75946	24.93509	26.19517	27.48771
071PT	23.13594	24.29857	25.53915	26.79273	28.12425
072PT	23.70102	24.90912	26.12373	27.40977	28.79325
073PT	24.26610	25.49370	26.77974	28.09177	29.50124

**ATTACHMENT B**

**PPOA EMPLOYEES  
EFFECTIVE FEBRUARY 11, 2016**

**FULL-TIME**

Range	Step A	Step B	Step C	Step D	Step E
057	3169	3330	3494	3669	3850
058	3245	3406	3574	3755	3948
059	3323	3485	3664	3845	4037
060	3403	3570	3748	3939	4133
061	3480	3653	3839	4034	4226
062	3565	3745	3933	4123	4334
063	3643	3828	4025	4223	4433
064	3735	3919	4111	4327	4539
065	3819	4015	4217	4427	4644
066	3909	4108	4319	4530	4758
067	4008	4208	4418	4642	4865
068	4106	4312	4525	4746	4988
069	4204	4413	4634	4862	5102
070	4305	4523	4745	4986	5236
071	4405	4625	4858	5098	5355
072	4511	4740	4972	5216	5479
073	4617	4851	5096	5348	5616

**HOURLY**

Range	Step A	Step B	Step C	Step D	Step E
057PT	16.98678	17.84805	18.71594	19.65009	20.63722
058PT	17.39092	18.25881	19.15320	20.13372	21.15398
059PT	17.80168	18.67619	19.62358	20.61072	21.63761
060PT	18.23893	19.13332	20.08734	21.10099	22.14774
061PT	18.65631	19.57720	20.59083	21.61775	22.66450
062PT	19.10682	20.06747	21.06123	22.10136	23.23426
063PT	19.53084	20.51135	21.57135	22.64464	23.75101
064PT	20.01447	21.00160	22.04175	23.18788	24.32740
065PT	20.46497	21.52499	22.59163	23.71791	24.88392
066PT	20.94860	22.02187	23.14152	24.28103	25.50669
067PT	21.47862	22.54525	23.67153	24.87067	26.08306
068PT	22.00862	23.10839	24.24792	25.44043	26.73233
069PT	22.52537	23.63839	24.83091	26.06981	27.34183
070PT	23.06864	24.23465	25.43379	26.71907	28.03746
071PT	23.59866	24.78454	26.04993	27.32858	28.68674
072PT	24.17504	25.40730	26.64620	27.95797	29.36912
073PT	24.75142	26.00357	27.31533	28.65361	30.09126

**ATTACHMENT B**

**PPOA EMPLOYEES  
EFFECTIVE FEBRUARY 9, 2017**

**FULL-TIME**

Range	Step A	Step B	Step C	Step D	Step E
057	3232	3397	3564	3742	3927
058	3310	3474	3645	3830	4027
059	3389	3555	3737	3922	4118
060	3471	3641	3823	4018	4216
061	3550	3726	3916	4115	4311
062	3636	3820	4012	4205	4421
063	3716	3905	4106	4307	4522
064	3810	3997	4193	4414	4630
065	3895	4095	4301	4516	4737
066	3987	4190	4405	4621	4853
067	4088	4292	4506	4735	4962
068	4188	4398	4616	4841	5088
069	4288	4501	4727	4959	5204
070	4391	4613	4840	5086	5341
071	4493	4718	4955	5200	5462
072	4601	4835	5071	5320	5589
073	4709	4948	5198	5455	5728

**HOURLY**

Range	Step A	Step B	Step C	Step D	Step E
057PT	17.32652	18.20501	19.09026	20.04309	21.04996
058PT	17.73874	18.62399	19.53626	20.53639	21.57706
059PT	18.15771	19.04971	20.01605	21.02293	22.07036
060PT	18.60371	19.51599	20.48909	21.52301	22.59069
061PT	19.02944	19.96874	21.00265	22.05010	23.11779
062PT	19.48896	20.46882	21.48245	22.54339	23.69895
063PT	19.92146	20.92158	22.00278	23.09753	24.22603
064PT	20.41476	21.42163	22.48258	23.65164	24.81395
065PT	20.87427	21.95549	23.04346	24.19227	25.38160
066PT	21.36757	22.46231	23.60435	24.76665	26.01682
067PT	21.90819	22.99616	24.14496	25.36808	26.60472
068PT	22.44879	23.57056	24.73288	25.94924	27.26698
069PT	22.97588	24.11116	25.32753	26.59121	27.88867
070PT	23.53001	24.71934	25.94247	27.25345	28.59821
071PT	24.07063	25.28023	26.57093	27.87515	29.26047
072PT	24.65854	25.91545	27.17912	28.51713	29.95650
073PT	25.24645	26.52364	27.86164	29.22668	30.69309

## ATTACHMENT C

### Definitions

Career Ladder. A career ladder is a term used to define movement through a job series (e.g., Office Clerk I, II, III) as the employee acquires additional skills, responsibilities and experience. Job titles or positions within a job series constitute distinct classifications

## ARTICLE IV

### CLASSIFICATION PLAN

4.1 Preparation, Adoption and Amendment. The County Administrator shall ascertain and record the duties and responsibilities of all County positions in the classified service for inclusion in the classification plan. The classification plan shall be so developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class, and that the same schedules of compensation shall apply to all positions in the same class. Each classification shall have a written specification. Classification specifications are explanatory, but not restrictive. The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs requiring lesser skills.

The classification plan may be amended or revised, as required. At a minimum, the County agrees that it shall review the classification plan every 5 to 7 years, counting from the effective date of this amendment to this section. As part of its review, the County shall consult with the bargaining units to identify classifications within the prevue of the bargaining unit(s) that the bargaining units believe should be evaluated for re-classification. As part of its review, the County shall also meet with the bargaining units to share the results of the classification review and any recommendations it plans to make, if any, to the affected classifications.

4.2 Allocation of Positions. Positions shall be as approved by the Board of Supervisors in the annual budget (Authorized Staffing). Department heads shall not appoint persons to a position, which is not approved. The County Administrator shall approve the appointment of employees to positions in the classification plan. Only allocated positions which have been approved by the Board may be filled, except that emergency and 1-15.99 part-time positions, temporary positions, seasonal position may be approved and filled by the County Administrator without prior Board approval.

4.3 New Positions. When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a class of position, unless otherwise provided by these Rules.

4.4 Reclassification. Except in limited circumstances, the County intends the classification plan review process described in Section 4.1 to be the mechanism by which positions are reclassified. However, the County recognizes that the duties of positions may change unexpectedly and substantially between classification plan review periods due to changes in the County Code, policies, or programs, or State or Federal laws and regulations. This section is intended to delineate the circumstances and procedures by which positions may be reclassified between classification plan review periods. This section is not intended to provide for the reclassifications of positions which have been changed substantially over time so as to require reclassification, as this will be accomplished through the periodic classification review process described in Section 4.1. Furthermore, reclassification, as described in this section, shall not be used for the purpose of avoiding rules governing demotions or promotions, nor shall it be used to allow or ratify a department head routinely working employees out-of-class or otherwise altering the department's Authorized Staffing as determined through the County's budget process. Should the duties of a position change over time, the department head may request the reclassification of the position during the periodic compensation plan review process. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor shall they be used to reclassify positions within a job series with specific career ladders.

In order for a position to be considered for reclassification outside of the classification review period described in section 4.1, the department head must demonstrate in writing and, if provided, on a form prescribed by the Personnel Director:

1. The need for the reclassification is urgent, and cannot wait for the next countywide classification plan review; and,
2. The need for the reclassification is the result of a change in County Code, policy or program, approved by the Board of Supervisors, and the department head clearly informed the County Administrator and Board of Supervisors that the proposed change in County Code, policy or program, if adopted, would result in the need for the reclassification and the associated costs; OR, the need for the reclassification is the result of changes in State or Federal law or regulation, AND additional and commensurate State or Federal funding necessary to fund the reclassification is available and secure; and,
3. To implement the changes in the County Code, policies, or programs, or State or Federal laws and regulations will require higher levels of skills or higher levels of responsibility clearly distinguishable from those associated with the position for which reclassification is sought; and,

4. The incumbent in the position has the capacity to successfully perform the newly required skills and responsibilities.

Additionally, reclassifications shall be considered anytime an employee serving in a classification as a trainee or intern (e.g., REHS Trainee or Psychotherapist Intern, Registered Nurse or Public Health Nurse), or when an employee within the Engineering series obtains their valid California.

Registration as a Professional Engineer, AND, the department certifies (1) the position is necessary, and (2) the employee has the capacity to successfully perform the newly required skills and responsibilities.

Changes in the use of technology or processes to accomplish the same or similar work are not acceptable reasons for reclassifying a position. Additional work of the same or similar nature, already being performed by the position, are not a reason for reclassification.

Before concurring in and recommending the reclassification of the position, the Personnel Director shall determine each of the preceding criteria have been met, and that:

- a. The reclassification results from an official recognition of a change in duties and/or responsibilities which has already occurred or will imminently occur.
- b. The incumbent possesses the knowledge, skills and abilities, and/or other qualifications of the different class.
- c. The incumbent has demonstrated a high level of performance in the quality, quantity and efficiency of changed duties and/or responsibilities of the different class.

After proper review or study by the Personnel Director or designee, and upon an affirmative recommendation by the County Administrator, the position may be allocated to a higher or lower classification by the Board. The wage level of any employee holding a reclassified position shall remain at the same step within the new range. No change in the title of any job classification shall affect the tenure of the holder thereof where the position is, in effect, continued in existence. A reclassification will not cause a change in an employee's anniversary date.

4.5 Types of Appointments. Except for temporary vacancies and provisional appointments, all vacancies shall be filled by transfer, promotion, demotion, re-employment, and reinstatement or from candidates on an appropriate eligibility list if one is available. In the absence of eligible candidates in one of the above categories,

temporary appointments may be made in accordance with these rules pending development of a list of eligible candidates.

4.6 Emergency Appointments. To meet immediate requirements of an emergency condition which threatens life or property, the County Administrator may create positions and employ such persons as temporary employees as may be needed for the duration of the emergency. The method of hiring for emergency appointments shall be subject to the discretion of the County Administrator. All such appointments shall be reported to the Board as soon as possible and shall be compensated at an hourly rate as approved by the County Administrator. Emergency appointees shall not be entitled to appeal disciplinary actions and have no rights to continued employment beyond the duration of the emergency for which they are employed.

4.7 Acting Appointments. If deemed to be in the best interest of the County, the County Administrator may authorize and approve an acting appointment. If the position being filled on an acting basis would normally require Board approval (i.e. direct board appointee), the Board shall authorize the acting appointment.

- (a) An acting appointment may be authorized for a period not to exceed six (6) months from the date of appointment, subject to an extension for an additional six (6) months on written approval of the County Administrator, or Board, as the case may be. All acting employees must meet the minimum qualifications for the vacant position.
- (b) Employees filling temporary appointments serve at the will of the appointing authority and may be removed at any time without cause or right to appeal.
- (c) During the acting period, the employee will be assigned the title of the acting position and will be paid at the salary range of the acting position for the duration of the acting assignment.
- (d) No employee in a temporary appointment shall receive a merit increase except after accrual of 1040 hours as provided in Section 8.2 (3).
- (e) While serving in an acting appointment, the employee shall continue to receive regular County benefits. In addition, the employee shall receive any benefits of the temporary position. However, if an employee receiving overtime benefits is assigned to an acting position, which does not receive overtime benefits, the employee shall not receive overtime pay for the duration of the assignment. An employee, shall continue to accrue seniority in his or her

position and shall be eligible to receive merit increases in the position.

- (f) If an employee serving a temporary appointment is permanently appointed to the position, time served in the temporary appointment will be applied toward fulfilling the required probationary period.

4.8 Working Out of Class. On occasion, an employee may be required to perform duties of another classification with a higher salary range because of a temporary vacancy in that position due to illness, vacation, leave of absence, etc. In such cases, an employee's salary may be adjusted to compensate for the higher level of duties, subject to the following provisions:

- a. In order to receive adjusted compensation for working in a higher classification the employee, or employees collectively, must be formally and in writing assigned, assume and perform substantially all of the duties and responsibilities of the position, and perform them for at least five (5) consecutive working days; without regard to calendar week.
- b. Out of class assignments must be requested by the department head, and approved in advance by the County Administrator or designee. No out of class assignments may be approved retroactively. Advance request and approval for working out of class shall be deemed to have occurred when accomplished within the first five (5) days of an employee working in a higher level position described in paragraph a;
- c. Out of class appointments can only be made to, and when a higher-level position in the department's Authorized Strength is vacant; including temporary vacancies resulting from injury, illness, discipline or other extended leave;
- d. Except in instances in which the higher-level position is vacant due to an extended illness or injury, no employee shall be appointed to an out of class assignment for a period longer than 6-months. When the higher level position is vacant due to a prolonged injury or illness, the out of class assignment may last for up to 15-months with the review and approval of the County Administrator every five months. Interruptions in out of class assignments of less than 30-consecutive working days shall not change these time limits, or 're-start' the clock and the duration of an out of class assignment. The department head must immediately notify the Personnel Department in writing when an employee ceases to perform out of class duties. In no case may out of class duties extend beyond the vacancy in the higher level position.
- e. Any employee assigned work in a higher classification will have his/her current salary increased by 5% or to the lowest salary in the higher classification for the time worked, depending on the extent to which the employee is assuming the

full-range of duties and responsibilities of the higher-level position. If the duties and responsibilities of the vacant higher-level position are being shared collectively between two or more employees, the increase in salary shall be no more than 5% for any one employee. Prior to receiving out of class pay for an assignment, the employee must have worked five (5) full, consecutive, working days in the higher level position.

- f. Out of class assignments shall be recorded only in full working days. After an employee working out of class for less than one full day will not be credited with working out of class time or pay.
  1. To qualify for out of class pay, an employee must be assuming substantially the full range of duties and the responsibility of the higher-level position.
  2. Time worked out of class shall not be credited toward the completion of probationary requirements in the higher class.

Nothing herein shall be construed as limiting management's authority to assign County employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments. Such temporary, limited-time assignments, and the associated level of compensation, must be approved by the County Administrator and shall not exceed three-months without Board approval.

## **ARTICLE V**

### **COMPENSATION PLAN**

5.1 Preparation of Plan. The Director of Personnel Services or the County Administrator shall submit to the Board a proposed compensation plan based on salary recommendations covering those positions in County employment not otherwise set by law.

5.2 Adoption of Plan. The Board shall review the proposed compensation plan, make any changes the Board believes necessary or desirable and in its discretion approve the plan by incorporating it in a salary resolution.

5.3 Application of Rates. An employee shall be paid a salary within the range or established for the class or position to which he or she has been appointed.

5.4 Salary Payment Procedure.

(a) Schedule of Payments. Employees shall be paid on a schedule of dates approved by the Board.

(b) Certification. Each department head or authorized designee shall, at the time he or she submits the payroll to the Auditor, certify that each employee has performed the number of days of work shown. The Auditor shall not issue a payroll warrant unless there is an authorized position supported by a valid personnel action form to substantiate the rate shown on the department payroll for each employee. The department head shall determine and certify the payroll of the employees to the Auditor before warrants are issued to such employees. Time/Payroll Sheets. Time/payroll sheets showing hours worked and leave taken must be completed by each County employee. Such sheets must be signed by the individual employee, the employee's supervisor, division, and department head or designee. Time/payroll sheets will be reviewed and audited by the County Auditor. Notice of any correction(s) to the time/payroll sheet will be sent to the employee and the department head. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after notice of correction has been given to the employee. Unresolved matters may be taken to the Personnel Director for determination, which shall not preclude the filing of a grievance should the employee wish to do so after review by the Personnel Director.

(c) Separation. When an employee leaves County employment for any reason, his or her department head should immediately prepare a special payroll, certify it as provided in this section and submit it to the Auditor, who shall issue a warrant. Such warrant shall include all compensation due to the employee up to and including the employee's final workday, including all accrued but unused vacation time and any other amounts due to the employee.

5.5 Compensation for New Employees. New employees shall be at the first step of the salary range for the class to which appointed. The County Administrator may approve an appointment up to the "C" step of the range. If the County Administrator finds that qualified applicants cannot be recruited successfully at the "B" or "C" step, he or she may request that the Board authorize an appointment at a higher step of the range.

5.6 Anniversary Date. Each employee in the classified service shall have an anniversary date to be determined as follows:

(a) New Employees. For a new employee who starts between the 1st through the 15th of the month, the salary anniversary date shall be the 1st of the month; for a new employee who starts between the 16th through the 31st of the month, the salary anniversary date shall be the 1st of the following month.

(b) New Employee Hired at Step A - For those new employees serving a six-month probationary period and who begin at Step A of a pay range, the salary anniversary date shall be six months from date of hire.

(c) New Employees Hired above Step A - For those new employees serving a six-month probationary period and who begin at higher than Step A of a pay range, the salary anniversary date shall be one-year from date of hire.

(d) New Employees with One Year Probation - For those new employees serving a one-year probationary period, regardless of the starting step in the pay range, the salary anniversary date shall be one year from date of hire.

(e) Promotion or Demotion. An employee who is promoted or demoted shall have a new anniversary date which shall be the first day of the month following the date of his or her promotion or demotion, except that when an employee's promotion or demotion is effective on the first working day of a month, the anniversary date shall be the first calendar day of that month. In addition, an employee who has been promoted or demoted, shall have an anniversary date which shall be the first calendar day of the seventh month of service at the new class of position.

(f) Transfer. An employee who is transferred shall have no change in anniversary date.

(g) Change in Range Allocation. If the salary range of a class is changed, the anniversary date of an employee holding a position allocated to said class shall not change.

(h) Reclassification. If the position held by an employee is reclassified to a new class with a higher

salary range, the employee shall not have a new anniversary date.

(i) Service Interruptions. The granting of any leave of absence without pay exceeding fifteen (15) calendar days shall cause the employee's anniversary date to be postponed the number of calendar days in such leave.

(j) Modified Duty. Where an employee is assigned to modified duty in order to make a reasonable accommodation when required by state or federal law the employee's anniversary date shall not be affected thereby.

5.7 Merit Advancement Within Range. An employee may be advanced on his or her anniversary date to the next higher step of the salary range if he or she has earned such advancement by successfully completing his or her probationary period and, subsequently, by receiving an overall score of "Meets Expectations" or higher on their annual performance evaluation. Eligible employees who receive their annual performance evaluation after their anniversary date shall have any merit increase resulting from an overall score of "Meets Expectations" or higher applied retroactively to their anniversary date. No merit advancement shall occur absent of a completed performance evaluation.

5.8 Progression on Merit Steps.

(a) Full-time and Part-time.

(1) Normal Progression. From the date of employment until the successful conclusion of the probationary period, no merit step increase shall be granted. If hired at Step A, the employee shall receive a merit step increase at the end of a successful probationary period. Thereafter, eligibility for merit step increases shall occur annually on the employee's salary anniversary date until such time as the employee reaches the last salary step available for his or her position.

(2) Accelerated Progression. If an employee has been appointed at Step B or higher, as previously provided in Section 5.6 (a) no merit step increase shall be granted until the employee has both successfully completed the probationary period and has worked one (1) calendar year in such position. At the end of such first year the employee shall first become eligible for a merit increase. Thereafter, eligibility for merit

step increases shall occur annually until such time as the employee reaches the last salary step available for his or her position.

- (3) Promotional Progression. From the date of promotion until the successful conclusion of the probationary period, no merit step increase may be granted. When an employee is promoted, his or her salary increases to an appropriate step within the grade of the new job classification. An employee who is promoted shall be compensated at the step in the new salary range which comes nearest to but not less than five percent (5%) higher than the step he or she held in the previous salary range. The anniversary date of a promoted employee is changed as discussed in section 5.6 (e)/

All promoted employees who successfully pass their probationary promotional review period will receive a merit step increase to the next step in the salary range of their new classification. Employees promoted to Step A of the new range are first eligible six (6) months after the date of promotion. If promoted to Step B or higher in the new range, employees are eligible twelve (12) months from the date of promotion. (See Section 5.6(a) of these Rules.) A promoted employee is eligible for another merit step increase annually thereafter, from the completion date of the probationary period until his/her pay reaches the last step

(4) (b) Temporary /Seasonal Employees – Temporary and Seasonal Employees shall not receive merit reviews. However, a temporary or seasonal employee shall receive a performance evaluation when his or her period of service concludes to determine whether he or she is eligible for rehire. This performance evaluation shall also be used as a basis for considering salary in the event the employee is rehired. A step increase may be granted after the accrual of 1040 hours of service.

5.9 Promotion. An employee promoted to a position in a class with a higher salary range may be

paid either at the minimum rate of the new range or at the nearest higher rate to that which he or she would otherwise be entitled to in his or her former position on the date his or her promotion is effective, whichever is greater. However, the pay rate shall be at least 5% above the present rate of pay or at the highest step in the promoted salary range, if less than 5% higher.

5.10 Demotion. An employee demoted to a position in a class with a lower salary range shall be paid at the step currently held unless the appointing authority directs placement in a different step.

5.11 Transfer. An employee transferred to a position in a class within the same range shall receive the same salary. The transferring employee may be required to serve a probationary period in the new position unless he or she has previously completed a probationary period successfully in the position.

5.12 Change in Range Allocation. The salary of an employee in a position in a class which is reallocated to a new salary range shall be adjusted to the corresponding step of the new range, i.e., step to step.

5.13 Position Reclassification. The salary of the incumbent in a position which is reclassified shall be adjusted to the corresponding step of the new classification, i.e. step to step.

5.14 Board Authority to Specify Salary. Notwithstanding anything in these rules to the contrary, the Board may specify that the incumbent of a particular position shall be placed on a step on the salary range for that class higher than that provided for elsewhere in these rules. Action based on this section shall be taken only under unusual circumstances where such action is important to the successful operation of a department of County government.

5.15 Overtime. Overtime may be worked only when approved in advance by the Board or, if budgeted, by the department head. Overtime is to be discouraged except in situations where emergencies exist. An emergency shall exist when work is required to correct a condition that is threatening or affecting the peace, health or safety of the general public or work is required beyond the regular working hours to meet deadlines established by law.

Payment for overtime or accrual of compensatory time-off shall be made to non-FLSA (exempt employees) at the rate of time and one-half the employee's regular hourly rate, or as compensatory time off at one and one-half hour for each hour of overtime worked. The County Administrator shall determine and advise the Board as to which employees and position classifications are FLSA exempt for purposes of entitlement to overtime compensation. Overtime shall be paid or compensatory time off

given for all hours worked by non-exempt employees in excess of 35 hours per week for those on a 7 hour per day schedule and 40 hours for those on an 8 hour per day schedule unless otherwise provided in an applicable Memorandum of Understanding. Non-exempt sworn peace officers may accrue compensatory time off in lieu of compensation at their option.

Overtime: Paid Time or Compensatory Time. For positions which do not meet one of the Fair Labor Standards Act (FLSA) exemption categories, overtime hours worked shall be compensated in one of the following ways for time worked (pursuant to rule 5.17) in excess of thirty-five (35) or forty (40) hours in any work week, depending upon the individual employee's regularly assigned work week and shift.

1. as paid time at the one-and-one-half rate of pay; or
2. for non-exempt safety employee's only, as compensatory time accrued at the one-and-one-half rate of pay, as set forth in applicable Memorandum of Understanding.

Prior to overtime being authorized, the employee and his or her supervisor shall agree as to how the employee shall be compensated (i.e., as paid time or compensatory time). If the employee and supervisor do not agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. However, if the supervisor requires that a particular employee perform the overtime, and they cannot agree on the method of compensation, then the employee shall be given the choice of how he or she wishes to be compensated. County will allow non-exempt employees to carry 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

For non-exempt safety employees only, compensatory time accumulated under these rules and regulations is vested time and must be utilized or paid in conjunction with termination of employment. No safety employee may accrue more than one hundred twenty (120) hours of compensatory time off. Any excess shall be paid at time and one-half rates.

#### 5.16 Standby and Call-Out Policy.

- (a) Standby. A standby roster shall be comprised of County employees from designated departments or divisions who have been designated to be on call and available to work after regular working hours. An employee on standby will be permitted to take home a County vehicle equipped with appropriate tools and supplies for use when called out on standby.

The designated department or divisional supervisor shall be responsible for scheduling his or her employees for standby duty and for providing duty rosters to the Sheriff's department. The Sheriff's department will be given a roster of employees with their standby duty dates, home telephone numbers, and pager numbers and codes. Once assigned to specific standby duty, employees may not trade standby assignments, except with the prior approval of the designated supervisor.

Compensation for standby duty shall be as set forth in duly adopted memoranda of understanding.

An employee assigned to standby duty must be available to respond to emergency calls at all times. The employee must refrain from consuming alcoholic beverages or other substances which could impair his or her effectiveness or safety on the job. Violation of this policy shall result in disciplinary action, as outlined in Chapter XII of these rules.

Nothing herein shall be construed to require that the County establish standby duty for employees in any department or division.

(b) Call-Out Compensation. Unless otherwise provided in a memorandum of understanding, employees eligible for overtime compensation who have ended their workday and left their places of employment, but who have been requested to perform duties after normal working hours, will be compensated at time and one-half. If the time worked is less than two (2) hours, the employee will receive two (2) hours compensation minimum at the rate of time and one-half. If the time worked is more than two (2) hours, the employee will receive time and one-half for the actual hours or portions thereof worked. For the purpose of this rule, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home.

These call-out provisions will apply to no more than two (2) call-out instances per twelve (12) hour period. Any call-out instance after the first two (2) in a twelve (12) hour period will be paid at normal overtime rate.

5.17 Work Week. For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the work week for County employees shall begin at 12:01 a.m. Thursday and end at 12:00 a.m. (midnight) Wednesday night. Vacation, sick leave, holiday hours or other leave time will not be included as time worked for purposes of calculating FLSA overtime.

5.18 Split Classifications. In cases where an employee is employed in a capacity which has been recognized as involving "split classifications", in that his or her duties are divided between two different positions in County government, such employee's regular rate of pay shall be determined by pro-rating the regular salary payable to each of the two positions based upon the average percentages of time devoted by the employee to each of the two positions.

5.19 Career Ladders. Due to the nature of some classifications, various County positions have been assigned career ladders through the classification plan. These progressions are part of a job series and identified in the applicable job descriptions. Each rung on the career ladder represents a distinct classification.

(a) Career Ladder Advancement

(1) Advancement from a I to II:

Employee must be at C step in the range

Employee must receive an overall rating of "Exceeds Expectations" on two (2) consecutive annual performance evaluation reports.

Department head must provide written documentation delineating the additional duties and responsibilities, consistent with the job description, the employee will perform on advancement from I to II, and any additional skills that will need to be demonstrated. A copy of the document must be signed by the department head and employee, and transmitted to Personnel with the request for inclusion in the employee's personnel file.

All requests for Career Ladder Advancement are based on department head recommendation and approval by the County Administrator.

(2) Advancement from II to III:

Employee must be at top step in the range for one (1) year.

Employee must receive an overall rating of "Exceeds Expectations" on two (2) consecutive annual performance evaluation reports. However, receiving an overall "Exceeds Expectations" on the first annual performance evaluation completed after this section takes effect, shall be sufficient to move from a II to III providing all other requirements of this section are satisfied.

Department head must provide written documentation delineating the additional duties and responsibilities the employee will perform, consistent with the job description, on advancement from II to III, and any additional skills that will need to be demonstrated. A copy of the document must be signed by the department head and employee, and transmitted to Personnel with the request for inclusion in the employee's personnel file.

All requests for Career Ladder Advancement are based on department head recommendation and approval by the County Administrator.

## ARTICLE VIII

### PERFORMANCE EVALUATIONS & SALARY ADJUSTMENTS

8.1 Initial Appointments. All new employees shall be appointed at the first step of the salary range unless the County Administrator approves placement at step "B" or "C", or the Board approves placement above step "C".

8.2 Performance Evaluations. Regular performance reports shall be made at times and on forms prescribed by the County Administrator as to the efficiency, competence, conduct and merit of all employees in the classified service. In addition to the formal performance evaluation before the conclusion of the probationary period, one or more formal or informal performance evaluations shall be made during an employee's probationary period.

- (a) As part of the performance evaluation, the employee and his/her supervisor shall meet to review and discuss the employee's significant accomplishments, training, areas needing attention or improvement, future development and objectives. After reviewing the job description, duties and any established performance standards for that position, an evaluation report shall be made by the supervisor as to whether the employee's performance "Needs Improvement;" "Meets Expectations;" or, "Exceeds Expectations." An explanation must accompany all ratings. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. The employee shall have the right to attach a written response to the performance evaluation which shall be attached to the performance evaluation report and placed in his or her personnel file. Based upon the performance evaluation report, the department head may, at his or her discretion, make appropriate recommendations regarding a merit increase, promotion or other actions
- (b) The employee and supervisor must sign and date the performance report. If the employee refuses to sign the report, the supervisor shall note this fact on the performance evaluation report and any circumstances surrounding the employee's refusal. Copies of the report shall be distributed to the employee, the department head and the Personnel Director.
- (c) If an employee is not in agreement with a performance evaluation which results in a less than "Meets Expectations" rating, the employee may, within ten (10) working days after

receipt of the evaluation, request a review of such evaluation by his or her department head. If the employee is not in agreement with the determination of the department head, the employee may, within ten (10) working days after receipt of the determination of the department head, request a further review by the County Administrator or designee, whose decision shall be final and conclusive and not subject to further appeal or grievance.

- (d) With regard to the procedures established in subparagraph (c) above, if the employee's department head prepared the evaluation in question, the employee may omit review by the department head and proceed directly to review by the County Administrator or designee. If the final decision is adverse to the employee, a further performance evaluation shall be conducted by the department head or designee not later than ninety (90) days after the prior evaluation.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

8

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

**FROM:** County Counsel/Planning Department

**FOR THE BOARD MEETING OF:** February 10, 2015

**SUBJECTS:** Contract between County of Inyo and Munro Valley LLC and ECOS Energy LLC for the Reimbursement of County of Inyo for Defense Litigation Costs

**DEPARTMENTAL RECOMMENDATION:** Request that the Board approve the Contract between County of Inyo and Munro Valley LLC and ECOS Energy LLC for the reimbursement of County of Inyo for defense litigation costs contingent upon adoption of future budgets and appropriate signatures being obtained (4/5ths Vote Required)

**SUMMARY DISCUSSION:** On September 24, 2014 the Planning Commission conditionally approved Renewable Energy Permit No. 2013-01\Munro Valley Solar, LLC, Tentative Parcel Map #404\Munro Valley Solar, LLC, and Tentative Parcel Map No. 405\Munro Valley Solar, LLC, and recommended that the Board of Supervisors approve General Plan Amendment No. 2013-01\Munro Valley Solar, LLC. On November 12, 2014 the Board of Supervisors approved GPA No. 2013-01/Munro Valley Solar, LLC. On December 9, 2014 the Board amended its approval of GPA No. 2013-01/Munro Valley Solar, LLC. Subsequently, the County and its Board of Supervisors was named as a Respondent in Case No. SICVPT 1557557 entitled *Native American Heritage Commission v. County of Inyo, et al.*, which case is an action contesting the legality and adequacy of the County's approval of the Permit with ECOS Energy, LLC (Real Party in Interest for the benefit of Munro Valley, LLC) and the County's compliance with the California Environmental Quality Act (CEQA) in connection thereto. County staff and the applicant have negotiated the attached contract to provide for reimbursement of the County's costs to defend the litigation.

**ALTERNATIVES:** The Board could choose not to approve the contract or the budget amendments. This is not recommended, as it is necessary to defend the County in the litigation.

**OTHER AGENCY INVOLVEMENT:** None directly.

**FINANCING:** The proposed contract provides for reimbursement of the County's litigation costs. The proposed budget amendments will increase Services and Fees (Revenue Code 4819) to \$183,500 and Professional and Special Service (Object Code 5265) to \$649,855 in the Planning Department Budget (023800). Funding is included in mid-year pending Board approval. The budgeted increase in revenues and expenses will balance.

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 Kemp-Williams</i> Approved: <u>yes</u> Date: <u>2/4/15</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>2/4/2015</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>[Signature]</i> Approved: <u>✓</u> Date: <u>2/4/15</u>

BUDGET OFFICER APPROVAL: [Signature] Date: 02-04-2015

DEPARTMENT HEAD SIGNATURE: [Signature] Date: \_\_\_\_\_  
(Not to be signed until all approvals are received)

Attachment: Contract

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MUNRO VALLEY LLC, and ECOS ENERGY, LLC.  
FOR THE REIMBURSEMENT OF COUNTY OF INYO  
FOR DEFENSE LITIGATION COSTS**

**INTRODUCTION**

WHEREAS, Munro Valley LLC and ECOS Energy LLC (hereinafter referred to as "Contractor") applied for and the County of Inyo (hereinafter referred to as "County") approved a Renewable Energy Development Permit, General Plan Amendment and Tentative Maps (collectively referred to as "Permit"), and

WHEREAS, County and its Board of Supervisors has been named as a Respondent in Case No. SICVPT 1557557 entitled *Native American Heritage Commission v. County of Inyo, et al.*, which case is an action contesting the legality and adequacy of the County's approval of the Permit with ECOS Energy LLC (Real Party in Interest for the benefit of Munro Valley, LLC) and the County's compliance with CEQA in connection thereto, and

WHEREAS, a condition of approval of the Permit was that Contractor would defend and indemnify County, as specifically stated in the Permit:

**16.1 General Plan Litigation.** The parties acknowledge that litigation [has been] 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; and

WHEREAS, Contractor desires County to defend the approval of Permit and is willing to indemnify the County for the cost of doing so.

THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

#### **TERMS AND CONDITIONS**

##### **1. SCOPE OF WORK.**

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

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

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

##### **2. TERM.**

The term of this Agreement shall be from January 1, 2015 until all litigation concerning the Permit is complete, unless sooner terminated as provided below.

### 3. CONSIDERATION.

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

B. Other County Contractors. Where work and services under this Agreement are performed by another County contractor, the consideration to be paid by Contractor to County for such services and work shall be the total costs to the County (including all labor, travel and per diem, overhead, administrative costs, and other fees) charged by such other contractor to County for the performance of work or services under this Agreement.

C. Limit Upon Amount Payable Under Agreement. Except for amounts payable to County under Section 7 for Defense and Indemnification, the total sum of all payments made by Contractor to County for services and work performed under this Agreement, are estimated to not exceed Sixty thousand dollars (\$60,000.00). County expressly reserves the right to decline to perform any litigation defense activities which would be in excess of the contract limit until a written amendment to the Agreement is signed increasing the "not to exceed amount."

D. Deposit/Payments to County. Prior to the County Board of Supervisors approving this Agreement, Contractor shall deposit with the County Thirty thousand dollars (\$30,000.00), to be applied against the estimated cost of services (\$60,000.00) and work to be performed pursuant to this Agreement. County shall immediately deposit the funds into a Project Fund. Thereafter, between the first and tenth day of each succeeding month, County shall transfer to itself from the Project Fund an amount equal to any costs incurred by and due the County from the first day of the preceding month through and including the last day of the preceding month for special costs incurred by the County and for the costs of contractors retained by the County pursuant to Paragraph 1 and 3.B. above. Contractor will be provided notice of the fund transfer and will deposit with County an amount equal to the amount transferred to the County to cover costs for the preceding month. The County shall advise the Contractor of any potential revision in the cost estimate of Sixty thousand dollars (\$60,000.00). Contractor shall notify County within fifteen days if the Permit is not to proceed. Should the Contractor so advise the County, the underlying application shall be deemed withdrawn and all work on the Permit will terminate as quickly as feasible. Payment for any outstanding costs shall be taken from the Project Fund to the satisfaction of the County and Contractor and any remaining amount in the Project Fund will be returned to the Contractor. If the Contractor does not desire to withdraw the application, but the Project Fund is depleted to an amount such that it appears the Project Fund will become depleted before the work to be performed pursuant to this Agreement can be completed, the parties shall execute an appropriate amendment to this Agreement.

E. Federal and State Taxes. No federal or state income taxes or social security will be withheld from payments made by Contractor to County under the terms and conditions of this Agreement.

### 4. WORK SCHEDULE.

County's obligation is to perform, in a reasonably timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of these services and work will require cooperation and coordination between County, Contractor, and other parties. Contractor and County will use their best efforts to arrange their own schedules, and coordinate with other interested parties, to insure that services and work under this Agreement can be performed within the time frames set by mutual agreement.

**5. STATUS OF PARTIES.**

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

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

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

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

**6. DEFENSE AND INDEMNIFICATION.**

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

B. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any policy of insurance or contract limit.

C. To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, demands, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees. County does not by this Agreement waive any claim filing requirement established by the California Government Code.

**7. CANCELLATION/WITHDRAWAL OF APPLICATION/SURRENDER OF PERMITS AND APPROVALS.**

A. This Agreement may be cancelled by Contractor without cause, and at will, for any reason by giving to County thirty (30) calendar days' written notice of such intent to cancel. Such cancellation constitutes:

(1) Withdrawal by Contractor of its application to County for the Permit, other related permits and approvals.

(2) Surrender by Contractor of any permits or approvals issued or given by County; upon the effective date of such cancellation, any such permits or approvals become automatically null and void.

(3) Contractor's obligation to defend, indemnify, and hold harmless the County, its agents, officers, and employees under the provisions of Paragraph 6.A. above, shall be terminated, except as specifically provided for below, on the effective date of Contractor's notice of cancellation with respect to all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, incurred by the County after that date. However, the following obligations of Contractor to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of Section 1 and Paragraph A. of Section 6 of this Agreement, shall not be terminated on the effective date of Contractor's notice of cancellation:

(a) For any judgments or awards against the County for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of (1) the County's approval, disapproval, or conditional approval of Permit, or any other County permit, variance, or other Permit approval sought by Contractor, or (2) the County's compliance or attempted compliance with the requirements of CEQA in connection thereto;

(b) For any settlement costs representing damages, litigation costs, and attorney's fees to be paid to other parties arising out of a suit or challenge contesting the adequacy of (1) the County's approval, disapproval, or conditional approval of Permit, or any other County permit, variance, or other Permit related approval sought by Contractor, or (2) the County's compliance or attempted compliance with the requirements of CEQA in connection thereto.

As to any judgments, awards, or settlement costs covered by the above-numbered items (a) and/or (b) of this Paragraph 7.A., the County will proceed in good faith and with reasonable diligence to achieve a settlement or other disposition of the same which will minimize, to the extent reasonably practicable, Contractor's costs of defense and indemnification of County under this Agreement and the Conditions of Approval for Permit. County will consult with Contractor and give due consideration to Contractor's input prior to any such settlement or final disposition.

B. County may cancel this Agreement without cause, and at will, for any reason or no reason whatsoever by giving thirty (30) calendar days' written notice of such intent to cancel to Contractor.

C. Upon any cancellation, Contractor will pay to County all amounts owing to County for services or work performed to the effective date of cancellation, and County will turn over to Contractor copies of all non-privileged information, work papers, reports, analysis of other information in the County's possession as may relate to the defense of the Permit being performed hereunder.

## **8. ASSIGNMENT.**

Contractor may, with County's consent, assign its rights or delegate its duties under this Agreement at any time, to any party surviving a takeover or merger with Contractor. County will consent to such assignment providing that such party surviving the takeover or merger assumes in writing all of Contractor's obligations under this Agreement. Such assignment, however, will not

release Contractor from its obligations to defend, indemnify, and hold harmless the County as provided for in Paragraph 6 of this Agreement. Except as expressly allowed by this section, Contractor shall not assign this Agreement, or any part thereof, without the express written consent of County.

**9. DEFAULT.**

A. If the Contractor fails to pay County for the work and services performed by County in a timely manner, County may declare the Contractor in default and terminate this Agreement upon twenty (20) calendar days' written notice to Contractor. Upon such termination by default, Contractor will pay to County all amounts owing to County for services and work performed to the date of termination.

B. Except as provided in Paragraph "A" above, if a party to this Agreement should fail to comply with the terms and conditions of this Agreement in a timely manner, the other party may declare a default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of said thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. Upon such termination by default, Contractor will pay to County all amounts owing to County for services or work performed to the date of termination and County will turn over to Contractor all non-privileged information, work papers, reports, analysis of other information in County's possession as may relate to the services being performed hereunder.

**10. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 15 below.

**11. CONFIDENTIALITY.**

County agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by County in the course of performance under this Agreement, shall be privileged, restricted, or confidential.

**12. SEVERABILITY.**

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

**13. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from Contractor. In the event that such funding fails, is reduced, or is modified, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within five (5) calendar days. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of Paragraph 15.

**14. ATTORNEY'S FEES.**

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

**15. AMENDMENT.**

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

**16. NOTICE.**

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

County of Inyo:  
County Counsel  
Post Office Box M  
Independence, California 93526

Contractor:  
Munro Valley Solar, LLC  
222 South 9<sup>th</sup> Street 1600  
Minneapolis, MN. 55402

**17. ENTIRE AGREEMENT.**

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MUNRO VALLEY LLC, and ECOS ENERGY, LLC.  
FOR THE REIMBURSEMENT OF COUNTY OF INYO  
FOR DEFENSE LITIGATION COSTS**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS  
DAY OF \_\_\_\_\_, 2015.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_

By: Christopher Little

Dated: \_\_\_\_\_

Dated: January 31, 2015

Christopher Little  
Vice President, Ecos Energy, LLC  
Vice President, Munro Vally Solar, LLC

APPROVED AS TO FORM AND LEGALITY:

Margy Kemp-Williams  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

IC:Contracts/MiscAgreements/MunroDefense.142

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MUNRO VALLEY LLC, and ECOS ENERGY, LLC,  
FOR THE REIMBURSEMENT OF COUNTY OF INYO  
FOR DEFENSE LITIGATION COSTS**

**TERM:**

**FROM: JANUARY 1, 2015 TO: TERMINATION OF LITIGATION**

**SCOPE OF WORK:**

County will defend the County and Contractor as Real Party in Interest in the subject action (Case No. SICVPT 1557557 or *Native American Heritage Commission v. County of Inyo, et al.*, manage the litigation, retain and direct counsel, and take all actions necessary to defend the Permit and all actions taken in relationship thereto.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MUNRO VALLEY LLC, and ECOS ENERGY, LLC.  
FOR THE REIMBURSEMENT OF COUNTY OF INYO  
FOR DEFENSE LITIGATION COSTS**

**TERM:**

**FROM: January 1, 2016 TO: TERMINATION OF LITIGATION**

**SCHEDULE OF FEES:**

Contractor agrees to reimburse County for all litigation costs incurred by the County to defend Case No. SICVPT-09-48538.

Reimbursable costs include but are not limited to: attorney and paralegal fees and incidental expenses, including copying costs, travel (including of County employees), postage mailing costs, long distance calls, photocopying, computer assisted research, service of documents and pleadings, document production, filing fees, jury fees, court reporter and transcripts fees, expert witness fees, witness fees and all other costs incurred by the County to defend the subject action. Reimbursable costs include the cost of County staff, billed hourly according to rates previously established by the Inyo County Board of Supervisors or each County Department including the cost of County staff time to manage the litigation, provide support to retained counsel, compile the administrative record, appear as expert or percipient witnesses, or other litigation support activities. Where a County employee travels and/or incurs per diem expenses in performing work under this Agreement, the travel and per diem costs for such work will be the actual costs to the County for such travel and per diem. Actual costs to the County will be determined by the most recent County ordinance establishing travel and per diem reimbursement rates for County employees.

If County is not the prevailing party on all the issues of the Verified Petition for Writ of Mandate, Contractor agrees to reimburse the County for any of Plaintiff's costs, including attorneys' fees, awarded against the County and attributable to Plaintiff's prosecution of their action against the County's approval of the Conditional Use Permit.

Should this matter proceed to appeal, County and Contractor may amend this Agreement to provide for the payment of costs of appeal.



**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 XX a.m.       Closed Session       Informational

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** February 10, 2015

**SUBJECT:** Contract Amendment with Southern California Edison (SCE) for a time extension so they can complete a reconciliation of all Strategic Planning invoices from the past three years in order to ensure accuracy and regulatory compliance.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board of Supervisors:

- Ratify and approve the Second Amendment to the contract to extend the dates of the contract until December 31, 2015, and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:**

Inyo County has completed all of its SCE Strategic Planning Phase 1 work. This work was to create a Cost Energy and Service Efficiencies Action Plan, and update the County's General Plan with energy efficiency policies. SCE has completed processing the invoices related to this work, but are still trying to complete a reconciliation of all Strategic Planning invoices from the past three years in order to ensure accuracy and regulatory compliance. If any issues arise that require corrections and/or additional supporting documentation as SCE completes this work, they want to ensure that the County is still under contract, which recently terminated, January, 15, 2015.

Therefore, SCE is extending the contract end date through December 31, 2015 with this second amendment in order to keep the contracts "live" so they can continue to interact with the County under the contract terms and allow the County to bill additional charges if necessary. This extension is only to capture administrative aspects of the program. Although the agreement is extended through December 31, 2015, SCE is prioritizing this reconciliation in order to complete it as soon as possible.

**ALTERNATIVES:**

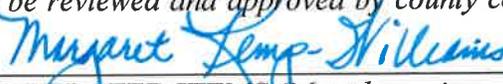
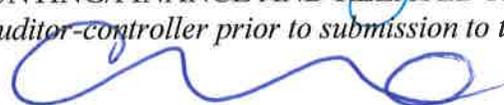
- Do NOT approve and sign the proposed ammendment. This will keep the from billing SCE for work necessary in order to provide SCE with requests for invoices and documentation from the project.

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

Staff time to do work during the additional time of the contract extension, will be funded by SCE.

<b>APPROVALS</b>	
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>  2/3/2015
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: 2/3/15

- Attachments:
- Second Amendment
  - First Amendment
  - Original Contract

SECOND AMENDMENT  
TO THE CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN PHASE ONE  
IMPLEMENTATION CONTRACT BETWEEN THE COUNTY OF INYO AND SOUTHERN  
CALIFORNIA EDISON COMPANY

This SECOND AMENDMENT ("Second Amendment") to the California Energy Efficiency Strategic Plan Phase One Implementation Contract ("Contract") by and between Southern California Edison Company ("SCE") and the County of Inyo ("Implementer"), shall be effective as of January 1, 2015 ("Effective Date"). SCE and Implementer may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties previously executed the Contract to implement the 2010-2012 Strategic Plan Phase One Program (the "Program"), to promote long-term energy efficiency and climate action activities;

WHEREAS, the Parties desire to extend the Contract through December 31, 2015 as set forth herein to allow sufficient time to ramp down the Program administrative activities; and

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

1. Section 22 of the Contract is hereby deleted and replaced with the following:

22 Term. This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below, this Contract shall terminate at midnight December 31, 2015; provided however, that all works and services related to delivery of the Program shall be completed by December 31, 2014.

2. The Parties agree to extend this Contract to cover only the administrative expenses under the tasks of Program Ramp-Down, Invoicing and Reporting Requirements in the Statement of Work. Any invoices submitted after December 31, 2014 will only contain administrative expenses associated with the tasks of Ramp-Down and closing out the Program, as mentioned in the Statement of Work, that are not directly tied to delivery of the Program goals.

This Second Amendment may be executed in one or more counterparts and delivered by electronic means, each of which will be deemed to be an original, but all of which will together constitute one and the same agreement.

3. General. From and after the Second Amendment Effective Date, any reference to the Contract contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Contract, as amended by the Second Amendment. In the event of any conflict between the Contract and this Second Amendment, this Second Amendment shall prevail. Each party is fully responsible for ensuring that the person signing this Second Amendment on that party's behalf has the requisite legal authority to do so.

4. Except as amended by this Second Amendment, all provisions of the Contract shall remain in full force and effect and shall govern the actions of the Parties under this Second Amendment.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives.

**IMPLEMENTER:**

**THE COUNTY OF INYO**

**By:** \_\_\_\_\_

**Name Printed:** Matt Kingsley

**Its:** Chairperson, Board of Supervisors

**Date:** \_\_\_\_\_, 2015

**SCE:**

**SOUTHERN CALIFORNIA EDISON  
COMPANY**

**By:** \_\_\_\_\_

**Name Printed:** Kevin Payne

**Its:** Senior Vice President, Customer Service

**Date:** \_\_\_\_\_, 2015

## FIRST AMENDMENT

THIS FIRST AMENDMENT ("FIRST AMENDMENT") TO THE CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT dated January 25, 2011 (the "Contract") is effective as of November 1, 2012 the "First Amendment Effective Date") by and among SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") AND THE COUNTY OF INYO ("Implementer"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Contract.

### RECITALS

WHEREAS, the Parties previously executed the Contract for purposes of implementing the 2010-2012 Inyo County Cost, Energy, and Service Efficiencies Action Plan (CESEAP) Program (hereinafter referred to as the "2010-2012 Program");

WHEREAS, on May 18, 2012, the Commission issued a Decision Providing Guidance on 2013-2014 Energy Efficiency Portfolios and 2013-2014 Marketing, Education, and Outreach ("Final Guidance Decision") guiding the Utilities to continue the Energy Efficiency Partnership Programs, which included Strategic Plan Activities, through a two year 2013-2014 transition period (hereinafter referred to as the "2013-2014 Program");

WHEREAS, on July 2, 2012, SCE submitted its respective application ("2013-2014 Application") for the implementation of energy efficiency programs to be delivered to California utility customers for the years 2013 through 2014, which included the 2013-2014 Program, a continuation of the 2010-12 Program;

WHEREAS, contingent on the adoption by the Commission of a final decision approving the SCE's 2013-2014 Application as submitted ("Final Decision"), the Parties desire to extend the Contract through 2014 under the terms and conditions set forth in the Contract, except as otherwise provided in this First Amendment;

WHEREAS, prior to the Final Decision, the Commission may issue a decision to provide bridge funding for the 2013-2014 Program ("Bridge Funding Decision"); and

WHEREAS, the Parties desire to further amend the Contract as necessary to update the Contract as required to reflect the extended 2013-2014 Program cycle.

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

1. Except as provided herein, and to the extent applicable, any reference in the Agreement to the "2010-2012 Program" shall hereby include both the 2010-2012 Program and the 2013-2014 Program.
2. Section 18 of the Contract is hereby deleted and replaced with the following:

#### 18. TIME IS OF THE ESSENCE

18.1 Implementer hereby acknowledges that time is of the essence in performing their obligations under this Contract. Failure to comply with milestones and goals stated in this Contract, including, but not limited to those set forth in Exhibit A of this Contract, may constitute a

material breach of this Contract, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted, funding redirected to SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work must be performed and completed by December 31, 2012, unless such date is extended pursuant to Section 18.2 or 18.3.

18.2 Contingent on the Commission issuing a Bridge Funding Decision, the date upon which all Work must be performed and completed shall be extended to such date as provided in the Bridge Funding Decision.

18.3 Contingent on the adoption by the Commission of a Final Decision approving SCE's 2013-2014 Application as filed, or in a form acceptable to SCE in its sole discretion, the date upon which all Work must be performed and completed shall be extended to December 31, 2014, or such date as provided in the Final Decision.

3. Section 22 of the Agreement is hereby deleted and replaced with the following:

**22. TERM**

22.1 This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below or extended pursuant to Section 22.2 or 22.3, this Contract shall expire at midnight on March 31, 2013; provided however, that all Work and services shall be completed by the dates specified in the Statement of Work.

22.2 Contingent on the Commission issuing a Bridge Funding Decision, the term of this Contract shall be extended to the date provided in the Bridge Funding Decision.

22.3 Contingent on the adoption by the Commission of a Final Decision approving SCE's 2013-2014 Application as filed, or in a form acceptable to SCE in its sole discretion, the term of this Contract shall be extended to midnight on December 31, 2014, or such date as provided in the Final Decision.

4. In Section 24, the contact information for the Implementer and SCE shall be changed as follows:

**Implementer:**

**SCE:** Jesse Langley  
1515 Walnut Grove Avenue  
Rosemead, CA 91770

5. General. From and after the First Amendment Effective Date, any reference to the Contract contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Contract, as amended by this First Amendment. In the event of any conflict between the Contract and this First Amendment, this First Amendment shall prevail. All remaining provisions of the Contract shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this First Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have, through their duly authorized representatives, have executed this First Amendment as of the First Amendment Effective Date by.

IMPLEMENTER:

COUNTY OF INYO



By: Marty Fortney  
Title: Chairperson, Board of Supervisors  
Date: 10-30-12

SCE:

SOUTHERN CALIFORNIA EDISON



By: Erwin Furukawa  
Title: Senior Vice President,  
Customer Service  
Date: 11-20-12

SOUTHERN CALIFORNIA EDISON

CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION  
CONTRACT

INYO COUNTY COST, ENERGY, AND SERVICE EFFICIENCIES ACTION PLAN  
(CESEAP)

THIS CONTRACT FOR SERVICES ("Contract") is by and between SOUTHERN CALIFORNIA EDISON ("SCE") and the County of Inyo ("Implementer"), which Contract shall be effective as of January 25, 2011 ("Effective Date"). SCE and Implementer may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, on October 1, 2009 in Decision 09-09-47, the California Public Utilities Commission ("Commission") authorized certain energy efficiency programs, including the Energy Leader Partnership Program for the 2010-12 program cycle

WHEREAS, in Decision 09-09-047, the Commission further authorized SCE to conduct a solicitation for certain energy efficiency strategic planning activities in connection with, and to support, its approved Energy Leader Partnership Programs and local governments generally;

WHEREAS, SCE has selected the Implementer to implement the Cost, Energy, and Service Efficiencies Action Plan (CESEAP) (referred to hereinafter as the "Program"), promoting long-term energy efficiency and climate action activities;

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

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

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

1.0 DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

1.10. Program: The CESAP program.

1.11. Public Goods Charge (PGC): The funds which make up the Implementer Budget and which are collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission.

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

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

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

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

## 2. PURPOSE

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

The Program was designed in furtherance of California's Long-Term Energy Efficiency Strategic Plan adopted by the Commission in 2008 ("Strategic Plan"). The Strategic Plan was formulated and developed through a collaborative effort among key stakeholders, including local governments, SCE and other California investor-owned utilities, and the Commission's Energy Division, and provides a strategic menu list of options that local governments can address during the 2010-2012 program cycle. The goal of the strategic plan menu is to present activities centered on energy efficiency and to address the "Big, Bold" strategies found in the Strategic Plan. The strategies are designed to embed and institutionalize energy efficiency in policies, programs, and processes within local governments.

## 3. AUTHORIZED WORK

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

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

## 4. OBLIGATIONS OF PARTIES

4.1. **General Obligations of Implementer.**

4.1.1. Implementer will appoint a Program representative ("Implementer Representative") who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of

Implementer in carrying out its obligations under this Contract. Such appointment shall be communicated in writing to SCE's designated Contract Program Manager within ten (10) Business Days following execution of this Contract.

- 4.1.2. Implementer shall be responsible for achieving the goals and objectives and producing the deliverables as set forth in the Statement of Work.
  - 4.1.3. Implementer shall perform its Work obligations within the Implementer Budget and in conformance with the schedule associated with such Work as set forth in the Statement of Work, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.
  - 4.1.4. Implementer shall be primarily responsible for coordinating the preparation of all Program-related documents, including all required reporting of Implementer pursuant to Section 9, and any such other reporting as may be requested by SCE. Implementer shall obtain the approval of SCE prior to usage of any SCE Program documents or other energy efficiency program documents or materials offered by SCE.
  - 4.1.5. Upon reasonable request, Implementer shall submit to SCE all contracts, agreements or other requested documents with Implementer's Subcontractors performing Work for the Program.
- 4.2. General Obligations of SCE.
- 4.2.1. SCE will appoint a Program representative ("SCE Representative" or "Contract Program Manager" ("CPM")) who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of SCE in carrying out SCE's obligations under this Contract.
  - 4.2.2. SCE shall administer the PGC funds authorized by the Commission for the Program in accordance with this Contract.

## 5. MARKETING

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

*administered by Southern California Edison under the auspices of the California Public Utilities Commission."*

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

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

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

## 6. CONTROL OF WORK

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

### 6.2 Changes to Work:

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

equitably adjusted, if required, to account for such changes and shall be set forth in a Change Order.

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

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

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

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

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

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

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

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

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

## 7. FITNESS FOR DUTY/JOBSITE ACCESS REQUIREMENTS

### 7.1 Fitness for Duty:

#### 7.1.1 Implementer and its Subcontractor personnel on a Jobsite:

- (i) Shall report for work in a manner fit to do their job;
- (ii) Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician for such person so long as the performance or safety of the Work is not affected thereby); and
- (iii) Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of SCE.

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

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

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

## 7.2. JOBSITE ACCESS REQUIREMENTS

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

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

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

## 8. DOUBLE DIPPING PROHIBITED

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

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

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

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

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

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

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

## 9. REPORTING/EM&V

9.1. Reporting. The Parties shall implement all reporting requirements set forth in the Statement of Work, including Appendix A and B of the Statement of Work. The reporting requirements set forth in such Appendix B will be amended when issued by the Commission for the 2010-2012 Program cycle, and may be amended from time to time thereafter at the discretion of the Commission. Upon issuance by the Commission of revised reporting requirements for 2010-12 related to the Program, such Commission-approved reporting requirements shall replace the reporting requirements set forth in Appendix B of the Statement of Work in their entirety upon written notice to the Implementer, which notice shall include a copy of the revised Appendix B. Should the revised reporting requirements anticipated by this section unduly impose additional burdens on Implementer, Implementer may terminate its obligations under the terms of this agreement unless SCE and Implementer mutually agree to revise the Statement of Work or Implementer Budget to account for the burden placed on Implementer due to the newly imposed reporting requirements.

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

## 10. PAYMENTS/COMMERCIAL TERMS

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

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

### 10.2.1. General Provisions.

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

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

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

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

10.2.3.1 Status

- a. SCE's Contract number.
- b. Task Description.
- c. Cost incurred to date.
- d. Current monthly amount invoiced.
- e. Cumulative amount invoiced to date.
- f. Current monthly and cumulative amounts authorized, and justification for all variances between amounts authorized and incurred or invoiced.
- g. Statement of deliverables for the period.

10.2.3.2 Labor

- a. Dates worked.
- b. Personnel name, work hours and classification.
- c. Personnel Fixed rate.
- d. Description of Work performed by task.
- e. Completion of Appendix "C" of the Statement of Work.

10.2.3.3 Reimbursable expenses (pre-approved by SCE)

- a. Material costs.
- b. Subcontract costs.
- c. Out-of-Pocket expenses.
- d. Travel costs.

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

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

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

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

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

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

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

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

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

## 11. COMPLIANCE WITH LAW; PERMITS, STATUTES AND CODES

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

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

### 11.3 Implementer Policy for Web Accessibility.

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

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

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

11.3.2 Attachments that are posted on a web page for download must also be made web accessible. Attachments include, and are not limited to, Adobe Acrobat PDF files, Microsoft Office files, or any other type of file intended for a customer to download and review offline. An exception may be allowed only if the content contained within the download is already offered on the web site in a web accessible format, and the downloadable attachment is duplicative to the content

or transaction displayed on web pages. Such exceptions must be documented and requested by the Implementer, agreed upon by both Implementer and SCE, and granted by SCE prior to declaring any attachment exempt from web accessibility compliance.

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

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

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

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

11.3.4.3 SCE requires an annual web accessibility audit of SCE's web properties by an independent auditor. Any part or all

pages of a third-party hosted web site may be included in the annual audit. If the independent auditor identifies any web page, content or transaction that was previously communicated as being compliant but is subsequently found to be in violation, 1) Auditor will identify, in writing, the specific web page content or transaction form where the violation is found, the specific WCAG 2.0, Level AA guideline that has been violated, and what the specific violation is determined to be; 2) SCE shall provide Implementer with audit report, 3) Implementer agrees to correct the item(s) in violation on its own accord, with no cost impact to SCE, in a timeframe that both SCE and Implementer agree to, not to exceed 30 calendar days.

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

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

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

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

11.3.6.1 If the Implementer is unable to locate a product that meets both business functionality requirements and web accessibility compliance requirements, the Implementer must communicate such limitations, in writing, and justify the software selection choice. Implementer shall also request the software manufacturer of desired product to produce such limitations in

writing (i.e. in the form of product specifications, formal response from software manufacturer's technical support) and subsequently provide such documentation to SCE. SCE shall reserve final decision-making authority to approve the usage of such software to deliver desired business functionality.]

## 12. INDEMNITY/CONSEQUENTIAL DAMAGES

12.1. Implementer Indemnity. Implementer shall indemnify, defend and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) any act or omission of Implementer, its Subcontractors, or any of their respective employees, officers and agents, relating to this Contract, or (b) Implementer's breach of this Contract or of any representation or warranty of Implementer contained in this Contract.

12.2. SCE Indemnity. SCE shall indemnify, defend and hold harmless Implementer, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) any act or omission of SCE, its Subcontractors, or any of their respective employees, officers and agents, relating to this Contract, or (b) SCE's breach of this Contract or of any representation or warranty of SCE contained in this Contract.

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

## 13. DEVELOPMENTS/PROPRIETARY RIGHTS

13.1. Ownership. The Parties acknowledge and agree that SCE, on behalf of its customers, shall own all deliverables, data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, intellectual property, inventions and trade secrets and all deliverables produced in the performance of this Contract,

whether proprietary or non-proprietary; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although Implementer shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this Contract, it will have a permanent, royalty free, non-exclusive license to use such Developments.

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

13.3. Infringement.

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

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

## 14. INSURANCE

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

14.1.1. Workers' Compensation: statutory minimum.

14.1.2. Employer's Liability coverage: \$1 million minimum.

14.1.3. Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate.

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

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

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

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

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

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

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

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

## 15. CUSTOMER CONFIDENTIALITY REQUIREMENTS

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

15.2. Confidential Customer Information. "Confidential Customer Information" includes, but is not limited to, an SCE customer's name, address,

telephone number, account number and all billing and usage information, as well as any SCE customer's information that is marked "confidential". If Implementer is uncertain whether any information should be considered Confidential Customer Information, Implementer shall contact SCE prior to disclosing the customer information.

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

15.4. Commission Proceedings. This provision does not prohibit Implementer from disclosing non-confidential information concerning the Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

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

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

## 16. SECURITY INCIDENT PROVISIONS

### 16.1. SCE Personal Information.

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

employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

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

16.2.1. Notwithstanding any other provision in the Contract or Contract, Implementer's nondisclosure obligations with respect to SCE Personal Information shall survive any expiration or termination of the Contract in perpetuity. Upon the expiration or termination of the Contract, or at any time upon request of SCE, all SCE Personal Information in any medium, including all copies or parts thereof, shall be returned to SCE or destroyed, except that Implementer may retain one copy of any materials prepared by Implementer containing or reflecting SCE Personal Information if necessary for compliance with its internal record-keeping or quality assurance requirements only. If destroyed, such destruction shall be certified in writing by Implementer.

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

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

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

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

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

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

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

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

16.2.3.2 At SCE's or its affiliates', as the case may be, request, Implementer will meet with SCE or its affiliates, as the case may be, to discuss the cause of the Security Incident,

Implementer's response, lessons learned and potential improvements to Implementer's system security processes and procedures.

#### 16.2.4 Compromise of SCE Personal Information.

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

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

(b) Develop, implement and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of the Implementer's business and the nature and scope of Implementer's activities to protect SCE Personal Information from unauthorized access, destruction, use, modification, or disclosure.

16.2.4.2 Notice Requirements for Personal Information. In the event of a Security Incident where SCE Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person, Implementer shall immediately provide the SIR required by Section 16.2.3. Such SIR shall state that SCE Personal Information may be involved, and shall describe the suspected nature of such SCE Personal Information.

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

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

16.2.7 Indemnification for Security Incidents. Implementer shall, at its own cost, defend, indemnify and hold harmless SCE, its affiliates, officers, agents,

employees, assigns and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expense, fines or penalties, or any of them, resulting from any Security Incident. Any limitation of liability that may be in the Contract or Contract shall not apply to this Section 16.2.7.

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

## 17. CONFLICT OF INTEREST

Implementer affirms that, to the best of its knowledge, there is no actual or potential conflict of interest between Implementer, its employees or their families, Subcontractors, or business interests, and SCE. Implementer shall not hire any SCE employee or employee's spouse to perform any part of the Work. Implementer further affirms that it has set forth in its proposal for the Work: (i) all situations in which Implementer or an affiliated entity of Implementer has been or currently is an SCE Implementer, contractor, or employee; (ii) all situations in which Implementer or an affiliated entity of Implementer has been or currently is in a joint venture arrangement or licensing relationship with SCE (other than an Energy Leader Partnership); and (iii) any affiliated entity to which Implementer intends to subcontract any part of the Work. Implementer shall update such affirmations to SCE during performance of the Work within thirty (30) days following any change thereto.

## 18. TIME IS OF THE ESSENCE

Implementer hereby acknowledges that time is of the essence in performing their obligations under this Contract. Failure to comply with milestones and goals stated in this Contract, including but not limited to those set forth in Exhibit A of this Contract, unless caused by SCE, may constitute a material breach of this Contract, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted, funding redirected by SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work must be performed and completed by October 15, 2012.

## 19. IMPLEMENTER DISPUTES

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

## 20. RIGHT TO AUDIT

SCE and the Commission shall have the right to audit Implementer at any time during the term of this Contract and for five (5) years thereafter. An audit may include, but is not limited to, a review of Implementer's financial records relating to the Work, program implementation procedures, program marketing material, program

implementation documents, field audits of Implementer employees or Subcontractors, energy efficiency savings provided by the program, funds spent to date, information relating to the substantiation of program expenditures, incentives paid to date, customers given incentives to date, lists of employees and respective duties, lists of Subcontractors and their respective responsibilities or service provided.

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

Any request made pursuant to this section shall be at the sole cost and expense of SCE; SCE further agrees to reimburse Implementer for any and all costs incurred by it as a result of this section.

## 21. MODIFICATIONS

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

## 22. TERM

This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below, this Contract shall terminate at midnight November 31, 2012; provided however, that all Work and services shall be completed by the dates specified in the Statement of Work.

## 23. TERMINATION OR CANCELLATION

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

23.2. Termination for Convenience: Notwithstanding any other provisions of the Contract, SCE shall have the unilateral right to terminate the Work, or any portion thereof, or the Contract by the issuance of a Change Order, which shall not require Implementer's acceptance. Subject to the provisions of Section 23.3 and 23.4 hereof, SCE shall complete the payments for all Work accepted by SCE and for any expenses, incurred or committed (and for which Implementer cannot cancel) by Implementer in connection with the Work through the effective date of termination. SCE, at its option, may take possession of any Material paid for by SCE. The provisions of this Section 23.2 shall be Implementer's sole remedy resulting from such termination.

23.3. Cancellation for Default. In the event of: (i) the breach of or failure of Implementer to perform any of its material obligations under the Contract

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

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

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

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

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

## 24. WRITTEN NOTICES

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

Implementer:  
Inyo County Planning Department  
Attn.: Joshua Hart, Planning Director  
PO Drawer L  
Independence, CA 93526

SCE:  
Jesse Langley  
Southern California Edison  
6042A N. Irwindale Ave,  
Irwindale, CA 91702

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

## 25. INDEPENDENT CONTRACTOR

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

## 26. BENEFIT TO SCE CUSTOMERS

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

## 27. ENVIRONMENTAL, HEALTH & SAFETY REQUIREMENTS

The "Southern California Edison ENVIRONMENTAL, HEALTH & SAFETY HANDBOOK FOR CONTRACTORS", dated January 10, 2010, is hereby incorporated by reference into this Contract. Implementer shall immediately notify the SCE Representative if Implementer is unable to meet ANY of the requirements set forth therein. SCE may

cancel this Contract if Implementer fails to meet the requirements set forth in this Handbook. Such cancellation shall not be deemed a termination under the termination provisions of this Contract.

#### 28. NON-DISCRIMINATION CLAUSE

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

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

#### 29. NON-DISCRIMINATION CLAUSE

None of the provisions of this Contract shall be considered waived by either Party unless such waiver is specifically stated in writing.

#### 30. ASSIGNMENT

No Party shall assign this Contract or any part or interest thereof, without the prior written consent of the other Party, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if SCE is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require Implementer's consent and SCE shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

#### 31. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Contract and their application shall not be affected thereby, but shall remain in full force and effect, unless a court,

regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Contract.

### 32. GOVERNING LAW; VENUE

This Contract shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Contract shall be filed in Los Angeles County, California.

### 33. SECTION HEADINGS

Section headings appearing in this Contract are for convenience only and shall not be construed as interpretations of text.

### 34. SURVIVAL

Notwithstanding completion or termination of this Contract, the Parties shall continue to be bound by the provisions of this Contract which by their nature survive such completion or termination.

### 35. ATTORNEYS' FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Contract or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys' fees.

### 36. PRIOR WORK.

In the event that Implementer performs any Work authorized by SCE but prior to the execution of this Contract, then such prior Work shall be considered performed subject to the provisions of this Contract.

### 37. ENTIRE AGREEMENT

This Contract (including all of the Exhibits and attachments hereto which are incorporated into this Contract by reference) contains the entire agreement and understanding between the Parties with respect to the Program and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Contract.

### 38. COUNTERPARTS.

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives.

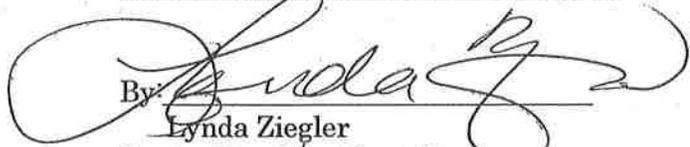
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF INYO

Board of Supervisors

By:   
Name: Susan Cash  
Title: Chairperson  
Dated: 1-25-11

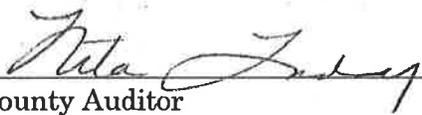
SOUTHERN CALIFORNIA EDISON

By:   
Lynda Ziegler  
Senior Vice President, Customer Service  
Dated: 3/22/11

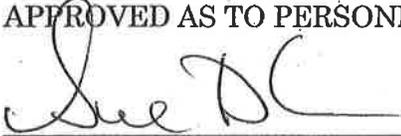
APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**EXHIBIT A**

**STATEMENT OF WORK (with Appendices A-C)**

**TABLE OF CONTENTS**

**SECTION 1: PROGRAM DESCRIPTION ..... 1**

**SECTION 2: OBJECTIVES ..... 3**

**SECTION 3: GENERAL REQUIREMENTS ..... 3**

**SECTION 4: SCHEDULE OR TASKS DELAYS ..... 4**

**SECTION 5: STATEMENT OF WORK ..... 4**

    Task 1 - Program Ramp-up ..... 4

    Task 2 - Strategic Plan Goal 3 ..... 5

    Task 3 - Strategic Plan Goal 4 ..... 18

    Task 4 – Invoicing and Reporting ..... 27

    Task 5 - Ramp-Down and Shut-Down Program ..... 29

    Task 6 - Submit Final Program Report ..... 29

**SECTION 6: PAYMENT ..... 30**

**SECTION 7: PERFORMANCE INDICATORS ..... 32**

**TABLES**

Table 1: Implementer T&M Fully Burdened Hourly Billing Rate (See Contract section 10.2.2 for more information) ..... 31

Table 2: Implementers Budget Breakdown ..... 31

## Statement of Work

**PROGRAM IMPLEMENTER:** COUNTY OF INYO

**PROGRAM NAME:** COST, ENERGY, AND SERVICE EFFICIENCIES ACTION PLAN (CESEAP)

**PROGRAM BUDGET:** \$187,000.00

### SECTION 1: PROGRAM DESCRIPTION

**A. Program Background:** Pursuant to Decision 09-09-047, the CPUC authorized Southern California Edison (“SCE”) to conduct strategic plan activities centered on energy efficiency and addressing the “Big, Bold” strategies and related local government goals found in the CPUC’s California’s Long-Term Energy Efficiency Strategic Plan (“CEESP”)<sup>1</sup>. Based on this authorization, SCE conducted a solicitation seeking to fund activities that would lead to long-term, sustainable changes as opposed to supporting staffing resources or short-term initiatives that would cease to exist once the funding had ended.

One of the selected programs in this solicitation is the CESEAP (“Program”) that promotes long-term energy efficiency and climate action activities. The Program will be implemented by the County of Inyo (“Implementer”).

During Program implementation, the Implementer will work closely with other local, regional, State, and Federal agencies, including the Inyo Local Transportation Commission (LTC), the City of Bishop, the Great Basin Unified Air Pollution Control District (BGUAPCD), and others.

The Implementer also participates in a regional partnership for energy efficiency with the City of Bishop, the High Sierra Energy Foundation, Mono County, and the Town of Mammoth Lakes (the “Partnership”), and will utilize the Partnership to optimize its work. The Implementer will perform the tasks required in order to demonstrate how the Partnership can meet the objectives of the CEESP in cooperation with its partners while utilizing the following CEESP Goals:

- **Strategic Plan Goal 3:** Local governments lead by example with their own facilities and energy usage practices; and
- **Strategic Plan Goal 4:** Local governments lead their communities with innovative

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<sup>1</sup> Please go to [www.californiaenergyefficiency.com](http://www.californiaenergyefficiency.com) for a copy of the CEESP.

programs for energy efficiency, sustainability and climate change.

**B. Defined Terms:** Capitalized terms not otherwise defined in this Statement of Work ("SOW") will have the meaning ascribed to them in the Contract, which is attached to the SOW and incorporated herein by reference.

1. **Business Day:** The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
2. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays.
3. **Change Order:** Document SCE issues to Implementer and, unless otherwise provided in the Contract, Implementer accepts, and which changes or modifies the terms of the Contract.
4. **Contract:** Document issued by SCE to Implementer, as may be amended in writing as provided therein, which authorizes the Work, states the terms and conditions and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between SCE and the Implementer, with the following priority in the event of conflicting provisions: Change Orders, from the most recent to the earliest; the Statement of Work; the Contract; and any other referenced documents, and which facilitates payment to the Implementer for the Work described herein.
5. **Contract Program Manager or CPM:** The SCE Representative who will manage the Program.
6. **CPUC:** The California Public Utilities Commission.
7. **Month or Monthly:** A term ending on the last Calendar Day of each month.
8. **Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business goals for the Agreement.
9. **SCE Representative:** The CPM or such other representative authorized by SCE to manage this Program.
10. **Subcontractor:** An entity contracting directly or indirectly with Implementer to furnish services or materials as part of or directly related to Implementer's Work.
11. **Title 24:** California Code of Regulations (CCR), Title 24, also known as the

California Building Standards Code (composed of 12 parts). Title 24, Part 6 sets forth California's energy efficiency standards for residential and nonresidential buildings and was established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Title 24, Part 6 is the focus of the Work under this Purchase Order.

- 12. Work:** Any and all obligations of Implementer to be performed for the Partnership pursuant to and during the term of the Contract, any revision to the Contract, or a subsequent Contractor Contract Addendum incorporating this Statement of Work. The Work will include, but may not be limited to, the tasks described in Section 5 of this Statement of Work.

## **SECTION 2: OBJECTIVES**

Through the Program, the Implementer intends to accomplish the following:

1. Develop consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County of Inyo.
2. Develop and adopt detailed programs, policies, and implementation measures to achieve the solutions identified.
3. Conduct energy production and consumption inventories, both County-wide, and for County facilities and activities, and related emissions inventories and sinks consistent with AB32 and SB375.
4. Adopt a program to track energy consumption and emissions, both County-wide, and with more detail for County facilities and activities.

## **SECTION 3: GENERAL REQUIREMENTS**

**A. Notice to Proceed ("NTP"):** Implementer may start Work only upon the occurrence of each of the following:

1. Implementer receives the Contract;
2. Implementer provides to the CPM a signed acknowledgement form of the Contract;  
and
3. CPM provides to Implementer written approval to proceed.

**B. Goals:** The primary goal of the Program is to achieve the objectives and Performance Indicators set forth herein, in the time frame herein. SCE will regularly review the

implementation schedule (milestones, delivery dates, etc.) contained herein against actual Work performed by Implementer to assess the Program’s progress.

**SECTION 4: SCHEDULE OR TASKS DELAYS**

If the schedule or a task (including achievement of goals as outlined herein) is delayed for any reason, Implementer has the responsibility to notify the CPM in writing within thirty (30) Business Days. SCE may accept the delay, allow time for the remedy of the delay, reduce both the budget and the Work, or terminate the Contract within thirty (30) Business Days following receipt of any written notice of delay from Implementer.

**SECTION 5: STATEMENT OF WORK**

The Work for each of the CEESP Goals and associated tasks are described below:

**Task 1 - Program Ramp-up**

**A. Attend Program Kick-off Meeting:** Implementer’s representative(s) will attend a half-day Program kick-off meeting with the CPM to discuss Program logistics, marketing coordination, evaluation, monitoring and verification coordination, invoicing requirements, scope of Work, and any remaining Contract issues at an SCE-designated location.

Implementer’s representative will attend the Program kick-off meeting at a time and place to be determined by SCE after the issuance of the NTP.

**B. Program Data, Invoicing, and Reporting Tool Training:** The Implementer’s representatives will attend a half-day workshop (Webcast) that provides training on the use of the SCE invoicing and reporting tool (“IR Tool”). The Implementer’s representatives will attend IR Tool training at a time and place to be determined by SCE after the issuance of the NTP.

Deliverable(s)	Due Date(s)
1. Attend a half-day Program Kick-off Meeting	Determined by SCE after the issuance of the NTP.
2. Attend a half-day IR Tool training session and ongoing IR Tool update training.	Determined by SCE after the issuance of the NTP or notification of IR Tool

	program changes.
3. Delivery flat files (first draft) to CPM for review and approval.	IR Tool training plus 5 Calendar Days.
4. Delivery of flat files (final draft) to CPM for review and approval.	IR Tool training plus 10 Calendar Days.

**Task 2 - Strategic Plan Goal 3**

*Strategic Plan Goal 3: Local governments lead by example with their own facilities and energy usage practices.*

- Task 2.A (Strategic Plan Task 3.1.1): Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities;
- Task 2.B (Strategic Plan Task 3.1.2): Set up ‘utility manager’ computer program to track Implementer’s usage. Identify need for sub-metering to plan, budget and manage bills;
- Task 2.C (Strategic Plan Task 3.2.1): Develop/adopt an energy chapter for City/County climate or energy action plan;
- Task 2.D (Strategic Plan Task 3.2.2): Adopt a policy to require LEED, ENERGY STAR Ratings, or other program standard for Implementer’s facilities;
- Task 2.E (Strategic Plan Task 3.2.4): Develop commission/retro-commission policies for Implementer’s facilities

**Task 2.A – Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities**

As part of the Program, Implementer will develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities. The benchmarking framework will be based on ENERGY STAR Portfolio Manager (“Portfolio Manager”).

Implementer will use Portfolio Manager to analyze existing and projected energy use in all County facilities. Goals, policies, and implementation measures will be developed to reduce this energy use, and their effectiveness will be modeled. A computer model will be developed to monitor energy use to measure progress in reducing energy use at County facilities and track progress based on the goals and modeling. Overall energy use in the County will be modeled for current usage, future usage without new projects, and future usage with new project conditions to provide benchmarking goals as well.

The County will work with SCE to link benchmarks to SCE's incentive programs.

The Implementer will develop a final report, which will be transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the Program, amongst other topics. The energy consumption tracking program for Implementer's facilities will be shared with other interested agencies to assist them with their benchmarking pursuits.

The Implementer will, at a minimum, track the following information through the IR Tool:

1. Number of participants adopting Benchmarking Policy and Procedures; and
2. Number of non-participants receiving Benchmarking Policy Best Practices Report.

The Implementer will quantitatively assess the value and benefits of the Program through:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Benchmarking Assessment and Planning Report – Implementer shall include assessment of existing benchmarking policies, procedures and resources and plan for developing a benchmarking policy and procedures based on the information gained from the assessment. Included in the plan will be processes through which the benchmarking will be used to identify and implement measures that result in improved energy efficiency. Implementer may also include a recommendation that existing policies and procedures are sufficient and no new development is necessary. This may be in the format of a memo report or full report.
2. Draft Benchmarking Policy and Procedures.
3. Report on Stakeholder Input – Implementer shall include a list of all stakeholder meetings and workshops, and include a list of all attendees and contact info by workshop and a discussion on how input was used in refining the policy.
4. Final Benchmarking Policy.

5. Submit Benchmarking Policy and Procedures to Board of Supervisors for consideration – If the policy is adopted, Implementer shall submit the date the policy becomes effective. If the policy is rejected, Implementer shall submit memo report on reasons for rejection and alternate plans.
6. Monthly Status Report: Implementer will provide a monthly report of all on-going activities including a list of monthly achievements and outstanding issues.
7. Report on Benchmarking: Best Practices and Lessons Learned – Implementer shall include lessons learned through the work on this task and plans for sharing information on benchmarking with other local governments, if applicable. Implementer may also include results of information sharing activities:

Task 2.A. - Deliverable(s)	Due Date(s)
1. Benchmarking Assessment and Planning Report	NTP plus 240 Calendar Days
2. Draft Benchmarking Policy and Procedures	NTP plus 510 Calendar Days
3. Report on Stakeholder Input: Benchmarking Policy and Procedures	NTP plus 510 Calendar Days
4. Final Benchmarking Policy and Procedures	NTP plus 660 Calendar Days
5. Submit Benchmarking Policy and Procedures to Board of Supervisors for consideration	NTP plus 690 Calendar Days
6. Monthly status reports per Task 4	Monthly with Invoicing Requirement (Task 4)
7. Report on Benchmarking: Best Practices and Lessons Learned	No later than October 15, 2012

**Task 2.B- Set up ‘utility manager’ computer program to track municipal usage**

Implementer will procure the utility manager software program to help Implementer evaluate usage by building site. Implementer will set-up the system so that it is fully functional.

Implementer will deploy the utility manager to track energy use, achieve energy cost savings, and to set up a tracking program to measure success in reducing energy use. The Implementer will ensure that the results from the utility manager allows users to review and analyze energy usage data allowing for analysis of program success and ways to maximize

all available cost and energy savings opportunities.

County staff will identify actions through the tracking system to achieve more energy efficiency. These are expected to include benchmarking against the baseline to measure success. Existing incentive programs will be evaluated for effectiveness, and included in the program. The County will work with SCE to link benchmarks to the incentive programs that will be tracked with the tracking systems to be developed or deployed as a part of this task. The County and the Partnership will continue to encourage energy efficiency even after the targets have been met. The tracking program will include a wide range of potential actions to reduce energy consumption that can continue to be implemented even after individual targets have been achieved. The tracking software program will provide a tool for continued implementation.

As a part of this task, the Implementer will:

1. Conduct a market assessment to determine the course of action Implementer should take. This will include evaluating utility manager products and their respective capabilities and costs. Implementer will use this information to determine the provider/supplier to move forward with;
2. Select and work with a tracking software provider to develop and implement the utility manager system;
3. Develop a data acquisition and transfer plan to input utility data into the system; and
4. Train personnel in the use of and in the interpretation of results.

The Implementer will develop a final report, which will be transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The energy consumption tracking program for Implementer's facilities will be shared with other interested agencies to assist them with their benchmarking pursuits.

The Implementer will, at a minimum, track the following information through the IR Tool:

1. Baseline energy production/consumption and associated emissions County-wide; and
2. Future scenario without a program to minimize energy use;
3. Future scenario with a program to increase energy efficiency, as well as create tracking programs to measure progress

The Implementer will quantitatively assess the value and benefits of the Program through:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County; and
2. A program to track energy consumption and emissions, both County-wide, and with more detail for County facilities and activities.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task.
2. Enterprise Energy Management Information System (“EEMIS”)/Utility Manager Assessment and Planning Report – Implementer shall include assessment of at least one available utility manager-type of system, utility manager software selection, plans for completing this task, and plan for sustainability of the utility manager/EEMIS activity. In addition, Implementer will include a plan for ensuring a coordinated effort among local and regional agencies in setting up the utility manager system as Implementer strives for consistency in data development and capture and reporting.
3. Procure Utility Manager/EEMIS System – Implementer shall include proof of authorization to utilize utility management software not requiring purchase, invoice for purchase of utility management software, if purchased, or if partnership will utilize the County of Los Angeles' EEMIS system, EEMIS Access Agreement between the Implementer and the County of Los Angeles to implement EEMIS for the Implementer to implement EEMIS for participating agencies within the County of Inyo.
4. Utility Manager/EEMIS Installation Report – Implementer shall include documentation of the completed installation of Utility Manager/EEMIS system including the completion of initial EEMIS data acquisition, data transfer and report generation activities, and status report of ongoing Utility Manager/EEMIS data acquisition, data transfer and report generation activities for each participating agency.
5. Training Program Plan - Implementer shall include scope of training, curriculum, and schedule.
6. Training Program Report – Implementer shall include training sessions conducted, attendees at each session, and effectiveness of training.
7. Deliver Monthly reports per Task 4.

Task 2.B. - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days
2. EEMIS/Utility Manager Assessment and Planning Report	NTP plus 240 Calendar Days
3. Procure Utility Manager/EEMIS System	NTP plus 300 Calendar Days
4. Utility Manager/EEMIS Installation Report	NTP plus 395 Calendar Days
5. Training Program Plan	NTP plus 510 Calendar Days
6. Training Program Report	NTP plus 660 Calendar Days
7. Deliver Status Monthly status reports per Task 4	Monthly with Invoicing Requirements (Task 40)

### **Task 2.C – Develop/adopt an energy efficiency chapter for County’s energy action plan**

As part of the Program, the Implementer will work with the Partnership to develop an energy efficiency chapter for any energy action plan that may be developed for the County (EE-EAP) – refer to Task 3.A. While Task 3.A will develop a template for the EAP for the community, this Task will develop EE-EAP for County-owned facilities.

Implementer will develop the EE- EAP to be presented to the Inyo County Board of Supervisors. Specifically, the Implementer will:

1. Procure a consultant, identify locally significant issues, prepare and execute questionnaires and preliminary consultations.
2. Prepare and review energy data and related emissions and sinks modeling for three scenarios.
3. Review past reports and current upgrade energy consumption activities.
4. Undertake detailed research based on issues and constraints identified in previous tasks; synthesize the public participation, research and inventories, and recommend preliminary strategies to arrive at policies, programs, and implementation measures.
5. Develop a draft EE-EAP.

The Implementer will consult extensively with other local and regional partners to execute

the scope of work. A final report will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The final EE-EAP will be shared with other interested agencies to assist them with their benchmarking pursuits.

The Implementer will, at a minimum, track the following estimates through the IR Tool:

1. Number of participants adopting EE-EAPs;
2. The rationale and benefits of the proposed scope of work include the following:
  - Consensus based solutions to minimize activities contributing to energy use and related emissions, and promotes energy efficiency throughout the County.
  - Detailed programs, policies, and implementation measures to achieve the solutions identified.
  - Energy production and consumption inventories, both County-wide, and for County facilities and activities, and related emissions inventories and sinks consistent with AB32 and SB375.
  - A program to track energy consumption and emissions, both County-wide, and with more detail for County facilities and activities.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task.
2. Assessment and Plan for Development of the EE-EAP– Implementer shall include assessment of existing EAPs or other resources that can be used for templates, assessment of non-governmental organizations resource offerings, such as templates, rationale for selecting the approach selected, plan for developing the template with an emphasis on the energy efficiency chapter based on the information gained from the assessment. Implementer may also include analysis of building trends or market research. The plan may incorporate a steering committee approach for managing the process, and assessment of best management practices. This may be in the format of a memo report or full report.
3. Draft EE-EAP – Implementer shall include analysis of the total electricity consumption of Implementer’s public facilities and associated green house gas assessments, as well as other fuels as appropriate. Implementer may also include

assessment of total energy consumption, and green house gas for buildings, vehicles, streetlights and traffic signs.

4. Report on Stakeholder Input – Implementer shall include a list of all stakeholder meetings, workshops, etc.; list of all attendees and contact information by workshop; and discussion on how input was used in refining the policy. Implementer may also include community stakeholder meetings.
5. Final EE-EAP.
6. Monthly reports of tracked Performance Indicators.

Task 2.C. - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days
2. Assessment and Plan for Development the EE-EAP	NTP plus 240 Calendar Days
3. Draft EE-EAP	NTP plus 510 Calendar Days
4. Report on Stakeholder Input	NTP plus 660 Calendar Days
5. Final EE-EAP	NTP plus 660 Calendar Days
6. Monthly Status reports per Task 4	Monthly with Invoicing Requirements (Task 4)

**Task 2.D - Adopt a policy to require LEED, ENERGY STAR ratings, or other program standard for Implementer’s facilities**

As part of the Program, Implementer will develop an energy policy requiring standards for Implementer’s facilities that incorporates LEED standards and ENERGY STAR ratings (Advanced Program Code/Standard). The policy will be presented to the Inyo County Board of Supervisors for consideration. These programs will be developed through research regarding similar programs elsewhere, and outreach to the County’s partners and other local, regional, State, and federal agencies.

The Implementer will conduct an assessment of building practices in the region as well as other similar codes or standards that have been developed by other entities. As part of this planning process Implementer will consult extensively with other local and regional partners

to develop its plan for LEED standards and incorporating ENERGY STAR ratings for its own facilities.

Outreach will occur to gather information and make other jurisdictions in the County aware of the effort. A final report will be distributed to the County's local, regional, State, and federal partners. Additional consultation will occur throughout the work effort. The Implementer will include a dissemination strategy for LEED standards and ENERGY STAR ratings, including potentially providing model development guidelines to Building and Safety offices, local building associations, and retail outlets throughout the County. County staff with responsibilities for energy efficiency planning and implementation will be involved throughout the work effort, and will be available to train other personnel, as appropriate. Training will be provided in the implementation of the computer tracking software.

Implementer will prepare a draft policy for the Advanced Program Code/Standard for incorporating LEED standards and/or ENERGY STAR ratings for County facilities. This draft policy will be reviewed with stakeholders including SCE, the City of Bishop, LTC, and GBUAPCD, among other constituents identified. A final policy for Advanced Program Code/Standard will be prepared and submitted to the Implementer's Board of Supervisors for consideration.

A final report on the process will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The final Advanced Program Code/Standard will be shared with other interested agencies to assist them with their energy efficiency policy pursuits.

The Implementer will, at a minimum, track the following estimates through the IR Tool:

1. Baseline energy production/consumption and associated emissions County-wide;
2. Future scenario without a program to minimize energy use;
3. Future scenario with such a program, as well as create tracking programs to measure progress

The rationale and benefits of the proposed scope of work include the following:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task
2. Assessment and Planning Report for the Development of a Policy for LEED, ENERGY STAR or other program standard (Advanced Program Code/Standard) for Implementer's Facilities – Implementer shall include assessment of existing codes/standards and/or policies and resources, and plan for developing advanced program code/standards for Implementer's facilities based on the information gained from the assessment. This may be in the format of a memo report or full report.
3. Draft Advanced Program Code/Standard – Implementer may include amendments to County Code.
4. Report on Stakeholder Input: Policy adopting LEED standard and or ENERGY STAR ratings for County Facilities - Implementer shall include a list of all stakeholder meetings, workshops, etc., list of all attendees and contact info by workshop, and discussion on how input was used in refining the policy.
5. Final Policy on Advanced Program Code/Standard
6. Submit Advanced Program Code/Standard to Board of Supervisors for consideration – If policy is adopted, Implementer shall submit date the policy becomes effective. If policy is rejected, Implementer shall submit memo report on reasons for rejection and alternate plans.
7. Final Report on the Process that is distributed to SCE, the City of Bishop, LTC, and GBUAPCD, among other constituents.
8. Monthly reports of tracked Performance Indicators

Task 2.D. - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days

2. Assessment and Planning Report for the Development of a Policy for LEED, ENERGY STAR or other program standard (Advanced Program Code/Standard) for Implementer's Facilities	NTP plus 240 Calendar Days
3. Draft Advanced Program Code/Standard	NTP plus 510 Calendar Days
4. Report on Stakeholder Input	NTP plus 660 Calendar Days
5. Final Advanced Program Code/Standard	NTP plus 660 Calendar Days
6. Submit Advanced Program Code/Standard to Board of Supervisors for consideration	NTP plus 690 Calendar Days
7. Final Report on the Process that is distributed to SCE, the City of Bishop, LTC, and GBUAPCD	NTP plus 690 Calendar Days
8. Monthly Status reports per Task 4	Monthly with Invoicing Requirements (Task 4)

**Task 2.E - Develop commissioning/retro-commissioning policies for Implementer's facilities**

As part of the Program, Implementer will develop an energy policy requiring County buildings to undergo Commissioning (for new buildings) ("Cx") or Retro-Commissioning (for existing buildings) ("RCx"), as feasible. Cx or RCx is performed to bring the buildings into proper operating condition. Based on the age and the operating condition of a building, RCx can resolve comfort and high energy consumption issues that may have occurred during design, construction or problems that have developed during the operation and maintenance of the building. The policy will be presented to Inyo County Board of Supervisors for consideration. Implementer will develop a plan to encourage increased energy efficiency in new and altered development, including potentially identifying and prioritizing County and other government facilities and activities to be modified to minimize energy use and related emissions. The computer tracking program and final plan will provide means to audit progress, which will be implemented through the plan.

The Implementer will conduct an assessment of existing building operations and maintenance practices and policies or standards that have been developed by other entities that address Cx or RCx. As part of this planning process, Implementer will consult extensively with other local and regional partners to develop its plan for Cx and RCx for its own facilities. Implementer is currently working on retrofitting its facilities through an

Energy Commission grant. Through the Program, the County will further leverage funds through these efforts.

Implementer will prepare a draft policy for Cx and RCx for County facilities. This draft policy will be reviewed with stakeholders including SCE, the City of Bishop, LTC, and GBUAPCD, among other constituents identified. A final policy for Cx or RCx will be prepared and submitted to the Board of Supervisors for consideration.

A final report on the process will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The final policy for Commissioning and Retro-Commissioning will be shared with other interested agencies to assist them with their energy efficiency policy pursuits.

The Cx and RCx policy will, at a minimum, address the following:

1. Description of what Cx and RCx is and how it will benefit the Implementer facility operations;
2. Identification of operations and maintenance and energy-efficiency improvements;
3. Provision of staff training on optimized building system operations;
4. Provision of training to building operators on how to help improvements persist;
5. Improving the ability of building operations staff to identify wasteful energy use;
6. Review and enhancement of building documentation;
7. Improving occupant comfort and workforce productivity;
8. Improving indoor air quality;
9. Creation of persistent savings over the remaining lifetime of the affected equipment;
10. Prolonging of equipment life; and
11. Demonstration of a well-delivered Cx/RCx process so that building owners and operators realizes the value inherent in this service.

The Implementer will, at a minimum, track the following estimates through the IR Tool:

1. Number of Implementer's facilities surveyed for Cx/RCx Study;
2. Number of Implementer's facilities identified as Cx/RCx candidates;
3. Number of Implementer's facilities pursuing Cx/RCx work;

4. Number of Implementer’s facilities applying for Cx/RCx audits and/or rebates via SCE programs; and
5. Number of peer agencies requesting and receiving the Cx/RCx Study.

The rational and benefits of the proposed scope of work include the following:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task;
2. Assessment and Planning Report for the Development of a Policy for Cx and RCx on Implementer’s Facilities – Implementer shall include assessment of existing Cx/RCx policies and resources and plan for developing a policy for Cx/RCx on Implementer’s Facilities based on the information gained from the assessment. This may be in the format of a memo report or full report;
3. Draft Policy for Cx/RCx on Implementer’s facilities;
4. Report on Stakeholder Input – Implementer shall include a list of all stakeholder meetings, workshops, etc., list of all attendees and contact info by workshop, and discussion on how input was used in refining the policy;
5. Final Policy for Cx/RCx on Implementer’s facilities;
6. Submit Policy for Cx/RCx on Implementer’s facilities to Implementer’s Board of Supervisors for consideration - If the policy is adopted, Implementer shall submit the date the policy becomes effective. If the policy is rejected, Implementer shall submit memo report on reasons for rejection and alternate plans; and
7. Monthly reports of tracked Performance Indicators.

Task 2.E. - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor	NTP plus 150 Calendar Days

to Support the Task	
2. Assessment and Planning Report for the Development of a Policy for Cx/RCx on Implementer's facilities	NTP plus 240 Calendar Days
3. Draft Policy for Cx/RCx on Implementer's facilities	NTP plus 510 Calendar Days
4. Report on Stakeholder Input: Cx/RCx on Implementer's facilities	NTP plus 660 Calendar Days
5. Final Policy for Cx and RCx on Implementer's facilities	NTP plus 660 Calendar Days
6. Submit Policy for Cx/RCx on Implementer's facilities to Board of Supervisors for consideration	NTP plus 690 Calendar Days
7. Monthly Status reports per Task 4	Monthly with Invoicing Requirements (Task 4)

### **Task 3 - Strategic Plan Goal 4**

**Strategic Plan Goal 4:** Local governments lead their communities with innovative programs for energy efficiency, sustainability and climate change.

- Task 3.A (Strategic Plan Task 4.1.1): Develop a regional template for EAP;
- Task 3.B (Strategic Plan Task 4.1.2): Customize EAP with energy efficiency language and data;
- Task 3.C (Strategic Plan Task 4.1.3): Update General Plan/Conservation Element with Climate policies. Provide energy efficiency framework and data for other people doing planning; and
- Task 3.D (Strategic Plan Task 4.1.4): Conduct the energy efficiency savings analysis for an annual Greenhouse Gas inventory for the City/County.

#### **Task 3.A - Develop a regional template for EAP**

As part of the Program , Implementer will develop a template for EAPs, to track energy use in the County, incorporating inventories, policy development, and programs. This will provide an EAP template for use by other agencies, tribes, and other entities in the County to

consider and implement to reduce their energy use. Through the process, final reports will be provided to methodically refine the language. The final report will provide the regional template.

This process for regional template development will include extensive outreach to the City of Bishop, the Forest Service, Bureau of Land Management, Great Basin Unified Air Pollution Control District, Death Valley National Park, tribes, and other stakeholders to gather information for the EAP template, as well as distribute the results of the planning effort. This coordination effort will result in model language, actions, and tracking to leverage knowledge and resources, as well as work to standardize efforts throughout the County. The County will consider incentive programs to encourage construction that exceeds Title 24 requirements.

The Implementer will consult extensively with other local and regional partners to execute the scope of work. A final report will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The final EAP template will be shared with other interested agencies to assist them with their energy efficiency planning pursuits.

Individual strategies that may result from the EAP template include the following:

- Programs to encourage energy efficiency and minimize resource outlays in government and private development beyond code requirements through incentive-based strategies, such as density bonuses, development agreements, and public-private partnerships.
- Menus of measures to reduce energy use and associated emissions, such as through development design, facilities upgrades, operations, and procurement decisions.
- Model development designs in menu format tailored to the individual climate sub-areas in Inyo County.
- Identify measures necessary to ensure that large vehicle fleets and facilities comply with evolving energy efficiency, air quality regulations, and forecast feasible measures to exceed the requirements.
- Provide energy production, emissions, and baseline data and forecasts to comprehensively measure progress.
- Prepare and implement computer software programs to measure energy consumption and emissions from County facilities and activities in real time to track progress,

including cost savings and other benefits.

The Implementer will, at a minimum, track the following estimates through the IR Tool:

1. Number, name and type of collaborative entities; and
2. Number, location and type of public input events (e.g., workshops and forums).

The rationale and benefits of the proposed scope of work include the following:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task;
2. Assessment and Plan for Development a Regional Template for EAP – Implementer shall include assessment of existing EAP or other resources that can be used for templates, assessment of non-governmental organizations resource offerings, such as templates, rationale for selecting the approach selected, and plan for developing the template with an emphasis on the energy chapter based on the information gained from the assessment. This may be in the format of a memo report or full report;
3. Draft EAP Template – Implementer shall include a detailed energy efficiency chapter framework;
4. Report on Stakeholder Input - Implementer shall include a list of all stakeholder meetings, workshops, etc., list of all attendees and contact info by workshop, and discussion on how input was used in refining the EAP template. Implementer may also include community stakeholder meetings;
5. Final EAP Template; and
6. Monthly reports of tracked Performance Indicators.

Task 3.A. - Deliverable(s)	Due Date(s)
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1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days
2. Assessment and Plan for Development a Regional Template for EAP	NTP plus 240 Calendar Days
3. Draft EAP Template	NTP plus 510 Calendar Days
4. Report on Stakeholder Input	NTP plus 660 Calendar Days
5. Final EAP Template	NTP plus 660 Calendar Days
6. Monthly Status reports per Task 4	Monthly with Invoicing Requirements (Task 4)

### **Task 3.B. - Customize EAP with energy efficiency language and data**

Implementer will customize the EAP template with energy efficiency language and data. The outputs of the EAP feed into the Cost, Energy, and Service Efficiencies Action Plan (“CESEAP”). To develop the customized EAP, a comprehensive set of programs will be developed describing customized solutions to encourage reduced energy use and related emissions. These programs will provide basic baseline data for the County and other local governments in their planning efforts. Through this process, draft and final reports will be provided to methodically refine the language.

The Implementer will consult extensively with other local and regional partners to execute the scope of work. A final report will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, among other topics. The final, customized EAP will be shared with other interested agencies to assist them with formulation of their efforts to develop an EAP and benchmarking pursuits.

Individual strategies that may result from the EAP include the following:

- Programs to encourage energy efficiency and minimize resource outlays in government and private development beyond code requirements through incentive-based strategies, such as density bonuses, development agreements, and public-private partnerships, as well as programs offered by SCE.
- Menus of measures to reduce energy use and associated emissions, such as through development design, facilities upgrades, operations, and procurement decisions.
- Model development designs in menu format tailored to the individual climate sub-

areas in Inyo County.

- Identify measures necessary to ensure that large vehicle fleets and facilities comply with evolving energy efficiency, air quality regulations, and forecast feasible measures to exceed the requirements.
- Provide energy production, emissions, and baseline data and forecasts to comprehensively measure progress.
- Prepare and implement computer software programs to measure energy consumption and emissions from County facilities and activities in real time to track progress, including cost savings and other benefits.

The Implementer will, at a minimum, track the following estimates through the IR Tool:

1. Number of participants for which energy use data is collected; and
2. Number of greenhouse gas inventories established for participants.

The rationale and benefits of the proposed scope of work include the following:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task.
2. Plan for Customization of an EAP Regional Template – Implementer shall include data collection process, including data collection templates if applicable and methodology for estimating baseline. Implementer may also include collaboration steps. This may be in the format of a memo report or full report.
3. Draft EAP.
4. Report on Stakeholder Input - Implementer shall include a list of all stakeholder meetings, workshops, etc., list of all attendees and contact info by workshop, and discussion on how input was used in refining the policy. Implementer may also include community stakeholder meetings.
5. Final EAP.

6. Submit EAP to Board of Supervisors for consideration - If the EAP is adopted, Implementer shall submit the date the EAP becomes effective. If the EAP is rejected, Implementer shall submit memo report on reasons for rejection and alternate plans.
7. Monthly reports of tracked Performance Indicators.

Task 3.B. - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days
2. Plan for Customization of a EAP Regional Template	NTP plus 240 Calendar Days
3. Draft EAP	NTP plus 510 Calendar Days
4. Report on Stakeholder Input	NTP plus 660 Calendar Days
5. Final EAP	NTP plus 660 Calendar Days
6. Submit EAP to Implementer's Board of Supervisors for consideration	NTP plus 690 Calendar Days
7. Submit Monthly Status Report per Task 4.	Monthly with Invoicing Requirements (Task 4)

**Task 3.C. - Customize Update General Plan/Conservation Element with Climate policies. Provide energy efficiency framework and data for other entities doing planning under the CESEAP framework.**

As part of the Program, Implementer will develop its CESEAP, incorporating inventories, policy development, and programs to track the County's energy use. The CESEAP will provide information to update General Plan/Conservation Element with climate policies and provide the energy efficiency framework and data for other entities doing planning under the CESEAP framework. The final report will provide recommendations for updated language in the Implementer's General Plan, as well as a detailed energy efficiency framework and extensive data for other people doing planning in the County. Through the process, a setting report, scoping report, energy consumption modeling, and draft and final reports will be provided to methodically refine the language.

The Implementer will consult extensively with other local and regional partners to execute the scope of work. A final report will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The final CESEAP will be shared with other interested agencies to assist them with their benchmarking pursuits.

Individual strategies that may result from the plan include the following:

- Programs to encourage energy efficiency and minimize resource outlays in government and private development beyond code requirements through incentive-based strategies, such as density bonuses, development agreements, and public-private partnerships.
- Menus of measures to reduce energy use and associated emissions, such as through development design, facilities upgrades, operations, and procurement decisions.
- Model development designs in menu format tailored to the individual climate subareas in Inyo County.
- Identify measures necessary to ensure that large vehicle fleets and facilities comply with evolving energy efficiency, air quality regulations, and forecast feasible measures to exceed the requirements.
- Provide energy production, emissions, and baseline data and forecasts to comprehensively measure progress.
- Prepare and implement computer software programs to measure energy consumption and emissions from County facilities and activities in real time to track progress, including cost savings and other benefits.

The implementer will, at a minimum, track the following estimates through the IR Tool:

1. Number and type of public workshops conducted;
2. Number of participants at each public workshop conducted; and
3. Number of participants adopting CESEAPs.

The rationale and benefits of the proposed scope of work include the following:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task
2. Draft CESEAP, Conduct and Report on Public Review, if necessary – Implementer shall include list of meetings/workshops conducted, list of issues discussed, resolutions and accords reached, and list of attendees
3. Final CESEAP report
4. Updated General Plan with climate policies
5. Submit, the CESEAP to the Implementer’s Board of Supervisors for review and authorization to proceed with the General Plan update requirements. If authorization to proceed is granted, then the Implementer shall submit the estimated date the CESEAP will become effective. If authorization is not granted, Implementer shall submit memo report on reasons for rejection and alternate plans.
6. Report on Dissemination of Lessons Learned/Best Practices to Other Municipalities

Task 3.C. - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days/Months
2. Draft CESEAP, Conduct and Report on Public Review	NTP plus 510 Calendar Days/Months
3. Final CESEAP Report	NTP plus 660 Calendar days
4. Updated General Plan with Climate policies	NTP plus 660 Calendar days
5. Submit to Implementer’s Board of Supervisors for conceptual review and authorization to proceed with General Plan update requirements	NTP plus 690 Calendar days
6. Submit Monthly Status reports per Task 4.	Monthly with Invoicing Requirements (Task 4)
7. Report on Dissemination of Lessons Learned/Best Practices to Other Municipalities	No later than October 15, 2012

**Task 3.D - Conduct the energy efficiency savings analysis for an annual Greenhouse Gas inventory for the County**

Implementer will conduct the energy efficiency savings analysis for an annual greenhouse gas inventory for the County and incorporate into the CESEAP.

Implementer will assess existing methodologies and approaches to conducting the savings analysis and prepare a plan for conducting the analysis. The Implementer will consult extensively with other local and regional partners to execute the scope of work. A final report will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The final CESEAP, including the savings analysis for an annual greenhouse gas inventory, will be shared with other interested agencies to assist them with their benchmarking pursuits.

Individual strategies that may result from the plan include the following:

- Menus of measures to reduce energy use and associated emissions, such as through development design, facilities upgrades, operations, and procurement decisions.
- Model development designs in menu format tailored to the individual climate sub-areas in Inyo County.
- Identify measures necessary to ensure that large vehicle fleets and facilities comply with evolving energy efficiency, air quality regulations, and forecast feasible measures to exceed the requirements.
- Provide energy production, emissions, and baseline data and forecasts to comprehensively measure progress.
- Prepare and implement computer software programs to measure energy consumption and emissions from County facilities and activities in real time to track progress, including cost savings and other benefits.

The implementer will, at a minimum, track the following estimates through the IR Tool:

1. Number of energy efficiency analyses conducted;
2. Number of jurisdictions receiving Program information, best practices and/or lessons learned ;and
3. Number and types of channels used to share Program information, best practices and/or lessons learned.

The rationale and benefits of the proposed scope of work include the following:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task
2. Plan for Energy Savings Analysis for greenhouse gas inventory – Implementer shall include data collection process, including data collection templates, if applicable, and methodology for performing the analysis. Implementer may also include collaboration steps. This may be in the format of a memo report or full report.
3. Draft Report on the Results of the Analysis
4. Final Report on the Results of the Analysis
5. Monthly reports of tracked Performance Indicators

Task 3.D. - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days
2. Plan for Energy Savings Analysis for greenhouse gas Inventory	NTP plus 240 Calendar Days
3. Draft Report on the Results of the Analysis	NTP plus 510 Calendar Days
4. Final Report on the Results of the Analysis	NTP plus 660 Calendar Days
5. Monthly Status reports per Task 4	Monthly with Invoicing Requirements (Task 4)

**Task 4 – Invoicing and Reporting**

- A. IR Tool:** After SCE provides Implementer training on the IR Tool, the Implementer will utilize the IR Tool, which serves three primary purposes:
1. Enables Implementer to provide SCE with required Program information;
  2. Provides CPM the capability to access Implementer’s Program information and create reports; and

3. Provides miscellaneous reporting support for SCE’s internal and CPUC reporting requirements.
- B. Submission of Information into IR Tool:** Implementer will update the IR Tool on a monthly basis in accordance with requirements delineated in Appendix A (Monthly Invoicing and Reporting Requirements). Implementer will work collaboratively with the CPM in tailoring the flat files for the Program.
- C. Monthly Invoicing and Reporting:** All required monthly invoice reports can be generated via the IR Tool. Implementer will be responsible for implementing, adhering to, and the submission of, the items as described in Appendix A (Monthly Invoicing and Reporting Requirements) of this Statement of Work. The invoice reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix A. If the changes are acceptable to the Implementer, the Implementer will implement these modifications in a timely manner and future invoice documentation will reflect them.
- D. SCE’s Regulatory Reporting:** Implementer will implement, adhere to, and submit the items as described in Appendix B (Regulatory Reporting Requirements), as SCE requests. The costs to the Implementer of reporting shall not exceed one percent of the Implementer Budget. The CPUC reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix B. Implementer will implement these modifications in a timely manner and future invoice documentation will reflect them.

Implementer acknowledges that SCE may, in its sole discretion, require Implementer to provide such other reports or documentation that SCE deems appropriate or necessary (“Ad Hoc Reports”). Implementer will comply with any request for such Ad Hoc Report(s) within a reasonable time or, if applicable, within the time requested by SCE.

Deliverable(s)	Due Date(s)
1. Prepare and submit Monthly invoices and supporting documentation to SCE	Monthly, by the 15th Calendar Day for Work completed the preceding Month
2. Prepare and submit Monthly regulatory report, including flat files and monthly deliverable work sheet.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
3. Prepare and submit Quarterly regulatory	Quarterly, by the 30 <sup>th</sup> Calendar Day for

reports (Appendix B) to SCE	Work completed the preceding quarter, through October 31, 2012
4. Prepare and submit Ad Hoc Reports	As SCE requests and/or requires
5. Prepare and submit final invoice and Program Report to SCE	By November 15, 2012 for final invoice and by October 31, 2012 for final Program Report

**Task 5 - Ramp-Down and Shut-Down Program**

**A. Program Ramp-Down:** If there is a gap in Program services after October 15, 2012, Implementer will provide SCE with a ramp-down plan for the Program. To ensure complete Program shut-down, the Program ramp-down period will commence no later than September 1, 2012. Implementer's plan for Program ramp-down will take into consideration that all Work under Tasks 1-4 must be completed by October 15, 2012.

Implementer will resolve all outstanding Program issues and begin preparation of the Final Report beginning September 1, 2012.

**B. Program Shut-Down:** Implementer will provide to the CPM a plan with procedures on shutting down the Program.

All Program operations will be completely shut down after the last day of the Contract effective period.

Deliverable(s)	Due Date(s)
1. Submit detailed ramp-down and shut-down plans and schedules to CPM for review and approval	No later than September 1, 2012
2. Resolve outstanding Program and Partnership issues and begin preparation of Final Report	No later than September 1, 2012
3. Begin Program ramp-down	No later than September 1, 2012
4. Complete all Work under Tasks 1-4	No later than October 15, 2012

**Task 6 - Submit Final Program Report**

After Program shut-down and follow-up issues have been completed and resolved, the Implementer will submit a final report that reviews the Program's progress and

accomplishment (the "Final Report"). The costs to the Implementer of preparing the Final Report shall not exceed one percent of the Implementer Budget. At a minimum, the Final Report will cover:

- A. Goal Attainment:** Documentation that substantiates the Implementer's achievement of the objectives, Program Performance Indicators, and deliverables for the Contract.
- B. Program Achievement Discussion:** Were the goals/objectives met? Were the Program Performance Indicators achieved? Complete Program achievement for each Program Performance Indicator and deliverable indicating the measureable Program accomplishments.
- C. Program Challenges:** What were the significant obstacles that were overcome?
- D. Lessons Learned:** Could a Program of this scale have accomplished more?
- E. Program Improvement Recommendations:** What improvements could have been made to help the Program be even more successful?
- F. Program Next Step:** Should the Program a) be mainstreamed, b) continued to be developed or, c) ended.

Deliverable(s)	Due Date(s)
1. Submit draft Final Report for SCE review and approval	No later than October 1, 2012
2. Submit revised Final Report for SCE review and approval	The earlier of October 15, 2012 or within 2 weeks of SCE comments

**SECTION 6: PAYMENT**

**PULL FROM ITEM E ("TOTAL BUDGET COST") IN THE BIDDER'S PROPOSAL CHECKLIST**

- A. Payment Terms:** The Implementer Budget will utilize 100% time and material based payments ("T&M payments"). Payment of the Implementer's budget will be based on receipt by SCE of the deliverables set forth herein. T&M payments will be in accordance with the Billing Rates set forth in Table 1, below and Appendix C (Billing Schedule). All payments will be subject to the Agreement and consistent with the budget breakdown set forth herein. Payment will be based on meeting deliverables and due dates set forth in Section 5 of this Statement of Work.

**B. Implementer Budget Limit:** Under no event will Implementer exceed the total amount budgeted by SCE for this Agreement of **\$187,000.00**.

**Table 1: Implementer T&M Fully Burdened Hourly Billing Rate (See Contract section 10.2.2 for more information)<sup>2</sup>**

Implementer Job Function	Hourly Rate for years	% of Total Hours
	2010-2012 (\$/Hour)	
Senior Consultant	\$200.00	N/a
County Administrator	\$95.20	3
County Counsel	\$98.00	2
Planning Director	\$66.23	11
Senior Planner	\$49.06	5
Associate Planner	\$44.63	21
Planning Coordinator	\$30.35	12
Public Works Director	\$74.34	11
Senior Engineer	\$56.67	5
Engineering Assistant	\$48.10	28
County Auditor	\$58.00	2
Average Rate	100	100

**Table 2: Implementers Budget Breakdown<sup>2</sup>**

Item	%	\$
1) Administration	7.2%	\$13,500
2) Marketing/Outreach Costs	3.2%	\$6,000.00
3) Direct Program Costs	89.6%	\$167,500.00
<b>Total Implementer Budget: 1) + 2) + 3)</b>	<b>100%</b>	<b>\$187,000.00</b>

<sup>2</sup> The figures allocated in table Nos. 1 and 2 are estimates only, and variances will not require a change order. However, SCE will monitor these values and discuss any variances with the implementer to determine the cause of such variances.”

**SECTION 7: PERFORMANCE INDICATORS**

SCE will, at a minimum, monitor the Work based on the following Program Performance Indicators:

- A. Progress made against the goals, deliverables, and due dates above; and
- B. Actual performance versus predicted performance as outlined herein.

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## Appendix A: Monthly Invoicing and Reporting Requirements

### A. Requirements

Monthly hard copy invoices are required at the 15th Calendar Day of each Month for Work completed the preceding Month with invoicing supporting files described herein. These invoices and supporting documents are for work performed by the Implementer and all Subcontractors.

On November 15, 2012 or sooner, Implementer will submit a final invoice associated with Program services that are tied directly to delivery of the Program deliverables (see Table 1, above). No additional Program services will be performed after October 15, 2012. Subsequent invoices will only contain expenses associated with closing out the Program (i.e., administration expenses, etc.) that are not directly tied to delivery of the Program goals.

### B. Procedures

1. Implementer uploads their Customer flat files into the IR Tool. The IR Tool creates a draft invoice for Implementer's review.
2. CPM reviews the draft invoice and advises the Implementer to re-submit their invoice if requested. Implementer is required to submit the following files to SCE by the 15th Calendar Day of each Month with each of their invoice submission:
  - Invoice – Hard Copy and electronic copy uploaded into the IR Tool;
  - Program Tracking Flat File – Uploaded electronically into the IR Tool;
  - Financial Flat File – Uploaded electronically into the IR Tool;
  - Monthly Narrative - Hard Copy with invoice submission;
  - Deliverable Table – Uploaded electronically;
  - Allowable Cost Table (see Appendix B) – Hard Copy with invoice submission; and
  - Supporting documentation – Uploaded electronically into the IR Tool.
3. Upon approval by CPM, the invoice is paid.

### C. Monthly Narrative

The Monthly narrative will include a discussion on the following Program activities occurring during the Month:

- Administrative activities;
- Marketing activities;
- Direct Implementation activities;
- Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.);
- Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.);
- Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.);
- Changes to staffing and staff responsibilities, if any;
- Changes to contacts, if any; and
- Changes to Subcontractors and Subcontractor responsibilities, if any.

## Appendix B: Regulatory Reporting Requirements

### 1. Program Reporting

Implementer will provide SCE with the requisite information on the prior Month's activities, accomplishments and expenditures related to its respective Work obligations, for purposes of preparing any reports required of SCE by the CPUC including Quarterly and Annual Reports. Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division. The current reporting requirements are as follows:

### 2. Quarterly Report

Implementer will provide SCE with the requisite information to be compiled for the quarterly portfolio reporting.

**2.1. Expenditures** for the Program per cost; Section 4, below contains a list of allowable costs.

- a. CPUC authorized budget
- b. Operating Budget
- c. Total Expenditures
  - Administrative Cost
  - Marketing/Advertising/Outreach Costs
  - Direct Implementation Cost

**2.2. Program Narratives** – For the Program, a description of the Program activities occurring during the quarter.

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.)

- f. Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.)
- g. Changes to staffing and staff responsibilities, if any
- h. Changes to contacts, if any
- i. Changes to Subcontractors and Subcontractor responsibilities, if any
- j. Number of Partnership complaints received

**2.3. Implementer will provide additional data or information as required by the CPUC.**

**3. Annual Reports**

Implementer will provide SCE with the requisite information to be compiled for the annually portfolio reporting.

**3.1. Expenditures for the Program per cost; Section 4, below contains a list of allowable costs.**

- a. CPUC authorized budget
- b. Operating Budget
- c. Total Expenditures
  - Administrative Cost
  - Marketing/Advertising/Outreach Costs
  - Direct Implementation Cost

**3.2. Program Narratives – For the Program, a description of the Program activities occurring during the year.**

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, etc.)
- f. Discussion of near term plans for Program over the coming Months (i.e.,

marketing and outreach efforts that are expected to significantly increase Program participation, etc.)

- g. Changes to staffing and staff responsibilities, if any
- h. Changes to contacts, if any
- i. Changes to Subcontractors and Subcontractor responsibilities, if any
- j. Number of Partnership complaints received

**3.3. Implementer will provide additional data or information as required by the CPUC.**

**4. Allowable Costs**

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
<p><b>Administrative Cost Category</b></p> <p>Note: *These allowable costs are to be allocated towards the direct implementation category.</p>	<b>Managerial and Clerical Labor</b>
	<b>Implementer Labor – Clerical</b>
	*Implementer Labor - Program Design
	*Implementer Labor - Program Development
	*Implementer Labor - Program Planning
	*Implementer Labor - Program/Project Management
	<b>Implementer Labor - Staff Management</b>
	<b>Implementer Labor - Staff Supervision</b>
	<b>Human Resource Support and Development</b>
	<b>Implementer Labor- Human Resources</b>
	<b>Implementer Labor - Staff Development and Training</b>
	<b>Implementer Benefits - Administrative Labor</b>
	<b>Implementer Benefits - Direct Implementation Labor</b>
	<b>Implementer Benefits - Marketing/Advertising/Outreach Labor</b>
	<b>Implementer Payroll Tax - Administrative Labor</b>
	<b>Implementer Payroll Tax - Direct Implementation Labor</b>
	<b>Implementer Payroll Tax - Marketing/Advertising/Outreach Labor</b>
	<b>Implementer Pension - Administrative Labor</b>
	<b>Implementer Pension - Direct Implementation Labor</b>
	<b>Implementer Pension - Marketing/Advertising/Outreach</b>

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
<p>Note: **Travel and Conference Fees associated with Implementer Labor (e.g., Program Design, Program Development, Program Planning, and Program/Project Management) are to be allocated towards the direct implementation category.</p>	Labor
	**Travel and Conference Fees
	Implementer - Conference Fees
	Implementer Labor - Conference Attendance
	Implementer - Travel – Airfare
	Implementer - Travel – Lodging
	Implementer - Travel – Meals
	Implementer - Travel – Mileage
	Implementer - Travel – Parking
	Implementer - Travel - Per Diem for Misc. Expenses
	<b>Overhead (General and Administrative) - Labor and Materials</b>
	Implementer Equipment Communications
	Implementer Equipment Computing
	Implementer Equipment Document Reproduction
	Implementer Equipment General Office
	Implementer Equipment Transportation
	Implementer Food Service
	Implementer Office Supplies
	Implementer Postage
	Implementer Labor - Accounting Support
Implementer Labor - Accounts Payable	
Implementer Labor - Accounts Receivable	
Implementer Labor - Facilities Maintenance	
Implementer Labor - Materials Management	

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
	Implementer Labor – Procurement
	Implementer Labor - Shop Services
	Implementer Labor – Administrative
	Implementer Labor - Transportation Services
	Implementer Labor – Automated Systems
	Implementer Labor – Communications
	Implementer Labor - Information Technology
	Implementer Labor – Telecommunications
<b>Marketing/Advertising/Outreach Cost Category</b>	
	Implementer - Bill Inserts
	Implementer – Brochures
	Implementer - Door Hangers
	Implementer - Print Advertisements
	Implementer - Radio Spots
	Implementer - Television Spots
	Implementer - Website Development
	Implementer Labor – Marketing
	Implementer Labor - Media Production
	Implementer Labor - Business Outreach
	Implementer Labor - Customer Outreach
	Implementer Labor - Customer Relations
<b>Direct Implementation Cost Category</b>	
	<b>Financial Incentives to Customers</b>
	<b>Activity - Direct Labor</b>
	Implementer Labor - Facilities Audits

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
	Implementer Labor – Curriculum Development
	Implementer Labor - Customer Education and Training
	Implementer Labor - Customer Equipment Testing and Diagnostics
	<b>Installation and Service – Labor</b>
	Implementer Labor - Customer Equipment Repair and Servicing
	Implementer Labor - Customer Equipment Repair and Servicing
	<b>Direct Implementation Hardware and Materials</b>
	Implementer - Direct Implementation Literature
	Implementer - Education Materials
	Implementer - Energy Measurement Tools
	Implementer - Installation Hardware
	Implementer - Audit Applications and Forms
	<b>Rebate Processing and Inspection - Labor and Materials</b>
	Implementer Labor - Field Verification
	Implementer Labor - Rebate Processing
	Implementer - Rebate Applications

**Appendix C: Billing Schedule— Refer to Excel Spreadsheet sent separately.**

Appendix C - Billing Table

Instructions: Please fill in items in yellow.		Implementer Costs		Subcontractor Costs <sup>2</sup>	Total Program Cost
Sub-Task		Labor <sup>1</sup>	Expenses <sup>2</sup>	Labor & Expenses	
<b>Task 1 - Program Ramp-up</b>		Included in Task 2 through Task 3			
<b>Task 1 (Not-to-Exceed Budget)</b>					
<b>Task 2 - Strategic Plan Goal 1</b>					
A. Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities		3.1.1			
A.1. Benchmarking Assessment and Planning Report			\$1,550	\$50	\$3,850
A.2. Draft Benchmarking Policy and Procedures			\$1,165	\$25	\$2,620
A.3. Report on Stakeholder Input: Benchmarking Policy and Procedures			\$125	\$25	\$325
A.4. Final Benchmarking Policy and Procedures			\$200	\$25	\$615
A.5. Submit Benchmarking Policy and Procedures to Board of Supervisors for			\$125	\$25	\$150
A.6. Monthly reports of tracked Performance Indicators			\$425		\$1,160
A.7. Report on Benchmarking: Best Practices and Lessons Learned			\$650		\$956
<b>Subtotal</b>			<b>\$4,240</b>	<b>\$150</b>	<b>\$9,576</b>
B. Set up 'utility manager' computer program to track municipal usage. Identify need for sub-metering to plan, budget and manage bills		3.1.2			
1. Report on Status of Consultant or Subcontractor to Support the Task/RFP & hiring			\$2,710	\$1,050	\$0
2. EEMIS/Utility Manager Assessment and Planning Report			\$3,055		\$8,135
3. Procure Utility Manager/EEMIS System			\$1,755	\$250	\$7,805
4. Utility Manager/EEMIS Installation Report			\$1,540	\$50	\$4,870
5. Training Program Plan			\$3,340	\$100	\$6,735
6. Training Program Report			\$1,540	\$50	\$7,205
7. Deliver Monthly reports from Utility Manager/EEMIS system			\$1,355		\$3,771
<b>Subtotal</b>			<b>\$15,295</b>	<b>\$1,500</b>	<b>\$38,521</b>
C. Develop/adopt an energy chapter for City/County climate or energy action plan		3.2.1			
1. Report on Status of Consultant or Subcontractor to Support the Task			\$375	\$50	\$0
2. Assessment and Plan for Development The Energy Chapter of Implementer's EAP			\$1,445	\$25	\$4,513
3. Draft Energy Chapter for EAP			\$1,250	\$50	\$3,092
4. Report on Stakeholder Input			\$1,615	\$50	\$3,092
5. Final Energy Chapter for EAP			\$850	\$25	\$2,158
6. Monthly reports of tracked Performance Indicators			\$650		\$1,376
<b>Subtotal</b>			<b>\$6,185</b>	<b>\$200</b>	<b>\$14,231</b>
D. Develop a policy to require LEED, Energy Star Ratings, or other program standard for Implementer facilities		3.2.2			
1. Report on Status of Consultant or Subcontractor to Support the Task			\$375	\$50	\$0
2. Assessment and Planning Report for the Development of a Policy for LEED, Energy Star or other program standard (Advanced Program Code/Standard) for Implementer Facilities			\$470	\$25	\$1,280
3. Draft Advanced Program Code/Standard			\$100		\$415
4. Report on Stakeholder Input			\$100	\$25	\$415
5. Final Advanced Program Code/Standard			\$100		\$420
6. Submit Advanced Program Code/Standard to Board of Supervisors for adoption			\$100	\$25	\$410
7. Final Report on the Process that is distributed to SCE, the City of Bishop, LTC, and GBUAPCD			\$325	\$50	\$1,000
8. Monthly reports of tracked Performance Indicators			\$550		\$981
<b>Subtotal</b>			<b>\$2,220</b>	<b>\$175</b>	<b>\$4,921</b>
E. Develop commission/retro-commission policies for Implementer facilities		3.2.4			
1. Report on Status of Consultant or Subcontractor to Support the Task			\$375	\$50	\$0
2. Assessment and Planning Report for the Development of a Policy for Commissioning and Retro-Commissioning on Implementer Facilities			\$1,350		\$3,295
3. Draft Policy for Commissioning and Retro-Commissioning on Implementer Facilities			\$950		\$2,595
4. Report on Stakeholder Input: Commissioning and Retro-Commissioning on Implementer Facilities			\$125	\$25	\$440
5. Final Policy for Commissioning and Retro-Commissioning on Implementer Facilities			\$715		\$1,815
6. Submit Policy for Commissioning and Retro-Commissioning on Implementer Facilities to Board of Supervisors for adoption			\$125	\$25	\$435
7. Monthly reports of tracked Performance Indicators			\$650		\$996
<b>Subtotal</b>			<b>\$4,290</b>	<b>\$100</b>	<b>\$9,576</b>
<b>Total Task 2 (Not-to-Exceed Budget)</b>					<b>\$111,180</b>
<b>Task 3 - Strategic Plan Goal 3</b>					
A. Develop a regional template for Energy Action Plans (EAP)		4.1.1			
A.1. Report on Status of Consultant or Subcontractor to Support the Task			\$375	\$50	\$0
A.2. Assessment and Plan for Development a Regional Template for EAP			\$2,250	\$450	\$5,425
A.3. Draft EAP Template			\$1,300	\$50	\$5,075
A.4. Report on Stakeholder Input			\$1,925	\$25	\$4,492
A.5. Final EAP Template			\$1,155	\$150	\$2,870
A.6. Monthly reports of tracked Performance Indicators			\$650		\$1,024
<b>Subtotal</b>			<b>\$7,655</b>	<b>\$725</b>	<b>\$18,886</b>
B. Customize EAP with energy efficiency language and data		4.1.2			
B.1. Report on Status of Consultant or Subcontractor to Support the Task			\$375	\$50	\$0
B.2. Plan for Customization of a EAP Regional Template			\$1,050	\$50	\$2,950
B.3. Draft EAP			\$815	\$50	\$2,050
B.4. Report on Stakeholder Input			\$485	\$25	\$1,280
B.5. Final EAP			\$640	\$50	\$1,870
B.6. Submit EAP to Board of Supervisors for adoption			\$125	\$25	\$430
B.7. Monthly reports of tracked Performance Indicators			\$650		\$996
<b>Subtotal</b>			<b>\$4,140</b>	<b>\$250</b>	<b>\$9,576</b>
C. Update General Plan/Conservation Element with Climate policies. Provide energy efficiency framework and data for other people doing planning		4.1.3			
C.1. Report on Status of Consultant or Subcontractor to Support the Task			\$375	\$50	\$0
					\$425

C.2. For CESEAP Previously Developed, Conduct and Report on Public Review, if necessary		\$1,045	\$250	\$4,495	\$6,690
C.3. Revised Final CESEAP, if necessary		\$1,015	\$25	\$2,950	\$3,990
C.4. Updated General Plan with Climate policies		\$1,650	\$225	\$4,260	\$6,135
C.5. Submit Updated General Plan to Board of Supervisors for adoption		\$125	\$25	\$470	\$620
C.6. Report on Dissemination of Lessons Learned/Best Practices to Other Municipalities		\$650	\$50	\$2,056	\$2,756
<b>Subtotal</b>		<b>\$5,760</b>	<b>\$625</b>	<b>\$14,231</b>	<b>\$20,616</b>
D. Conduct the energy efficiency savings analysis for an annual Greenhouse Gas inventory for the City/ County	4.1.4				
D.1. Report on Status of Consultant or Subcontractor to Support the Task		\$375	\$50	\$0	\$425
D.2. Plan for Energy Savings Analysis for GHG Inventory		\$1,740	\$75	\$4,685	\$6,500
D.3. Draft Report on the Results of the Analysis		\$725	\$25	\$1,810	\$2,660
D.4. Final Report on the Results of the Analysis		\$725	\$25	\$1,910	\$2,660
D.5. Monthly reports of tracked Performance Indicators		\$650	\$1077		\$1,727
<b>Subtotal</b>		<b>\$4,215</b>	<b>\$175</b>	<b>\$9,582</b>	<b>\$13,972</b>
<b>Total Task 3 (Not-to-Exceed Budget)</b>					<b>\$75,820</b>
<b>Task 4 - Strategic Plan Goal 4</b>	Included in Task 2 through Task 3				
<b>Task 5 - Invoicing and Reporting</b>	Included in Task 2 through Task 3				
<b>Task 6 - Ramp-Down and Shut-Down Program</b>	Included in Task 2 through Task 3				
<b>Task 7 - Submit Final Program Report</b>	Included in Task 2 through Task 3				
<b>Grand Total (All Tasks)</b>	All	\$54,000	\$3,900	\$129,300	\$187,000

**Notes:**

- 1) **Labor:** Implementer shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Contract for time spent directly engaged in performance of the Work by Implementer's employees. Such fixed hourly rates shall be inclusive of all of Implementer's overhead costs (including all taxes and insurance), administrative and general fees, and profit.
- 2) **Expenses:** All reimbursable expenses shall be authorized by SCE in writing prior to the expenditure. Any expenses not so approved by SCE shall not be reimbursed. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.
  - a) **Material Costs:** Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.
  - b) **Subcontract Labor Costs:** Subcontracted Work shall be charged at the hourly rates actually paid by Implementer, not to exceed the hourly rates set forth in the Contract for Work performed by the Implementer. Implementer shall provide Subcontractor invoices for any Implementer's invoice that includes Subcontractor costs.
  - c) **Out-of-Pocket expenses:** Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical
  - d) **Travel Costs:** Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. Automobile travel from Implementer's office to the Jobsite and to SCE's general offices shall be paid at the fixed mileage rate stated in the Contract, or if not stated, at SCE's rate for SCE employees.

**Table 1: Implementer T&M Hourly Billing Rate**

Implementer Job Function	Primary Responsibility	Fully Burdened Hourly Rate for years 2010-2012 <sup>1</sup>	% of Total Hours
		(\$/Hour)	
Senior Consultant		\$200.00	n/a
County Administrator		\$95.20	3%
County Counsel		\$98.00	2%
Planning Director		\$66.23	11%
Senior Planner		\$49.06	5%
Associate Planner		\$44.63	21%
Planning Coordinator		\$30.35	12%
Public Works Director		\$74.34	11%
Senior Engineer		\$56.67	5%
Engineering Assistant		\$48.10	28%
County Auditor		\$58.00	2%
			100%

**Notes:**

1. Subcontracted Work shall be charged at the hourly rates actually paid by Implementer, not to exceed the hourly rates set forth in the Contract for Work performed by the Implementer. Implementer shall provide Subcontractor invoices for any Implementer's invoice that includes Subcontractor costs.

**Table 2: Implementers Budget Breakdown**

Allowable Cost Item <sup>1</sup>	%	\$
1) Administration	7.2%	\$13,500
2) Marketing/Outreach Costs	3.2%	\$6,000
3) Direct Program Costs	89.6%	\$167,500
<b>Total Implementer Budget: 1) + 2) + 3)</b>	<b>100%</b>	<b>\$187,000</b>

**Notes:**

1. Please refer to Appendix B for more information on Allowable Cost categories. The figures allocated in table Nos. 1 and 2 are estimates only, and variances will not require a change order. However, SCE will monitor these values and discuss any variances with the implementer to determine the cause of such variances



**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:** Sheriff's Department

**FOR THE BOARD MEETING OF:** February 17, 2015

**SUBJECT:** Off-Highway Vehicle Grant Application

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

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

If awarded, these monies would be used to provide maintenance on equipment that was purchased with prior OHV funds, additional safety gear for OHV Patrol Deputies, assist with costs associated with overtime for OHV Patrol Deputies, supplement and provide training to strengthen the Sheriff Department's Enforcement Detail for private and government owned property that is already in use, and enforce where it is not zoned and planned for.

This will be the seventh year that the Inyo County Sheriff's Department applies for the OHV competitive grant. The prior years have proven to be very successful. Both South-County and North-County are equipped with necessary OHV Enforcement equipment, and training has been provided yearly for Patrol Deputies.

This is a competitive grant, therefore we will not know what we are awarded until the Intent to Award is posted on the State Parks OHV Division website on June 1, 2015; the preliminary application is due to the State by March 2<sup>nd</sup>, 2015. The OHV grant requires a twenty-five percent (25%) in-kind match. Any item that is eligible as a Project cost is also eligible as a match. The Sheriff's Department anticipates applying for \$60,000. However, historically law enforcement applications state-wide rarely are awarded more than 50 percent of the total requested, and are often reduced significantly more than 50 percent of the total requested amount.

**ALTERNATIVES:** Your Board could choose not to approve the Resolution, but this alternative is not recommended. The OHV monies have historically been be a valuable resource to Inyo County.

**OTHER AGENCY INVOLVEMENT:** Bureau of Land Management (BLM), Forest Service

**FINANCING:** If the grant application were approved, then a budget will be created – budget number to be determined by the Auditor's Office. The in-kind match will met through staff salaries and equipment dedicated to the enforcement detail as well as administrative duties associated with managing the OHV grant.

**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 <u>02/02/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>2/3/15</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <u>N/A</u> Approved: _____ Date _____

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



Date: 2/3/15

**RESOLUTION NO. 2015-\_\_\_\_\_**

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

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

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

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

**WHEREAS**, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project; and

**WHEREAS** this Board finds that the County's receipt of such funding would be beneficial to the residents of Inyo County.

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

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

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Inyo, State of California, this 17<sup>th</sup> day of February 2015, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chairperson,  
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio  
Clerk of the Board

By: \_\_\_\_\_  
Patricia Gunsolley, Assistant



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

11

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

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** February 10, 2015

**SUBJECT: Approval of Hiring of HHS Administrative Assistant**

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve the hiring of one Administrative Assistant to the Health and Human Services (HHS) Director, at Range 70 (\$4,305 - \$5,236), and find that consistent with the adopted Authorized Position Review Policy:

- a. the availability of funding for this requested positions exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- b. where it is possible that the Assistant to the HHS Director position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure as many qualified applicants as possible apply for this position; and
- c. approve the hiring of one Assistant to the HHS Director at Range 70 (\$4,305 - \$5,236)

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Administrative Assistant to the HHS Director becomes vacant near the end of February. This position is the right hand to the HHS Director, as well as providing support to the HHS top management team, and is an extremely busy job with a high volume of work in the areas of: managing the preparation, routing and administrative problem-solving of Board agenda items; the assurance of coordination and completion of administrative forms and details between the County Personnel system and the State Cooperative Personnel Services; being in a lead role between HHS and Red Cross of Los Angeles around preparation and details of disaster preparedness for shelter care; being the HHS gatekeeper for the large volume of HHS requests/needs for services to Information Services, Public Works, County Counsel, Personnel, and Motor Pool; being the interface and keeper of critical information between the HHS Director and four (4) different California state departments that regulate HHS services, Inland Counties Emergency Medical Services, multiple local HHS advisory councils, various local coalitions, two new Managed Care entities, various statewide associations for HHS directors, as well as the usual County-level interface between any Department Head and local partners.

**ALTERNATIVES:**

Your Board could deny this request, resulting in a significant loss of HHS availability to respond to political and workforce needs and problems.

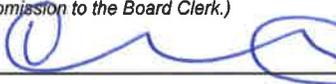
**OTHER AGENCY INVOLVEMENT:**

Various State departments and associations, County Administration

**FINANCING:**

State and Federal funding, Health Realignment and Social Services Realignment. This position is budgeted as follows: 20% Health (045100); 20% Mental Health (045200); 50% Social Services (055800); 5% ICGOLD (056100); and 5% ESAAA (683000) in the Salaries and Benefits object codes.

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>2/3/15</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> <u>KR for See Dishon</u> Approved: <u>yes</u> Date: <u>2/3/15</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <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)

Jean Turner Date: 2-3-15



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

12

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

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** February 10, 2015

**SUBJECT: Approval of Hiring of HHS Management Analyst**

**DEPARTMENTAL RECOMMENDATION:**

Request Board find that

- a. the availability of funding for this requested positions exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- b. where it is possible that the HHS Management Analyst position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure as many qualified applicants as possible apply for this highly specialized position; and
- c. approve the hiring of one HHS Management Analyst at Range 80 (\$5,450 - \$6,628).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The HHS Management Analyst who oversees program evaluations and outcomes is moving into the HHS Deputy Director position over Public Health. This Management Analyst position oversees two Administrative Analysts who provide required client case reviews and evaluations of various HHS programs and their client services. Additionally, this position has developed into one that pulls outcome measures and client data from multiple electronic and paper systems – within HHS and from other professional partners – to look at data “stories” (demographic client data, short-term and long-term service outcomes, cost of service provision, customer satisfaction, etc.) that inform policy decisions. Further this position serves as the County’s HIPAA Privacy Officer, and manages employees’ errors that specifically result in breaches of security, confidentiality, and/or privacy, and additionally, ensures compliance with multiple federal and state requirements around civil rights, and Americans with Disabilities (ADA) issues.

All of this makes this position a very critical one requiring much high-level thinking, creativity, depth and breadth of understanding of multiple HHS program requirements and limitations, and an ability to synthesize large amounts of information into easily understandable presentations for the public and for policy-makers, and written and verbal communication skills to address corrective action plans and related interactions with various state and federal compliance entities.

**ALTERNATIVES:**

Your Board could deny this request, resulting in a significant loss of HHS’ ability to respond to state-required outcomes and evaluation information, and other high-level analyses to assist in policy decisions.

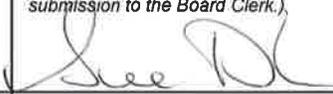
**OTHER AGENCY INVOLVEMENT:**

Various California State Departments which participate in funding

**FINANCING:**

State and Federal funding, Health Realignment and Social Services Realignment. This position is budgeted as follows: 25% Health (045100); 25% Mental Health (045200); and 40% Social Services (055800); and 10% Tobacco (640314) in the Salaries and Benefits object codes.

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date: <u>2/3/15</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date: <u>2/3/15</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <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: 2-3-15



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

13

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** February 10, 2015

**SUBJECT:** Draft Desert Renewable Energy Conservation Plan, Environmental Impact Report, and Environmental Impact Statement

**DEPARTMENTAL RECOMMENDATION:** Review the Draft Desert Renewable Energy Conservation Plan, Environmental Impact Report, and Environmental Impact Statement; receive a presentation from staff; and, authorize the Chair to sign correspondence in regards thereto.

**SUMMARY DISCUSSION:** Governor Schwarzenegger ordered the development of the Desert Renewable Energy Conservation Plan (DRECP) for the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area (refer to Attachment 1) includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. The DRECP planning area encompasses about 22,585,000 acres across seven counties including Imperial, Inyo, Kern, Los Angeles, Riverside, San Bernardino, and San Diego. Inyo County's portion of this is approximately 2,987,000 acres, which is roughly 13 percent of the DRECP area.

A Renewable Energy Action Team (REAT) was formed consisting of the California Natural Resources Agency, California Energy Commission (CEC), California Department of Fish and Game (CDFG), Bureau of Land Management (BLM), and the U.S. Fish and Wildlife Service (USFWS) in part to coordinate the DRECP. Other involved State and federal agencies include the California Public Utilities Commission, California Independent System Operator, National Parks Service, and the Department of Defense.

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

The County has been participating in development of the DRECP since 2009.<sup>1</sup> Selected correspondence from the County is included in Attachment 2.

The DRECP is to be a General Conservation Plan (GCP) under the Federal Endangered Species Act and a Natural Communities Conservation Plan (NCCP) under the California Natural

<sup>1</sup> Refer to <http://www.drecp.org/> for more information regarding the Plan (including the Draft Desert Renewable Energy Conservation Plan, Environmental Impact Report, and Environmental Impact Statement) and <http://www.inyoplanning.org/RenewableProjects-Other.htm> for previous correspondence and other materials published by the County regarding the DRECP.

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

### **Draft Desert Renewable Energy Conservation Plan, Environmental Impact Report, and Environmental Impact Statement**

The Draft DRECP and accompanying Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) has been prepared pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and is currently in public review; comments are due February 23. The Draft DRECP/EIR/EIS describes the potential environmental, economic and social effects of the Plan in general terms. The DRECP is made up of three primary components:

- A BLM Land Use Plan Amendment (LUPA), which provides for amendments to the BLM's existing land management plans.
- A GCP, which provides a programmatic framework for streamlining incidental take permits of federally protected species on non-federal lands in the DRECP area.
- An NCCP, which authorizes issuance of take permits for species covered under the California Endangered Species Act.

Goals for the DRECP are provided for Renewable Energy, Biological, and Legal/Regulatory factors. These include, but are not limited to:

- Renewable Energy
  - Provide a framework for a process by which renewable energy projects within the Plan Area may obtain regulatory authorizations that is more efficient and coordinated, and that results in greater conservation, than a project-by project, species-by-species review;
  - Locate renewable energy development covered by the DRECP on lands with suitable renewable energy resources;
  - Locate renewable energy development covered by the DRECP in proximity to existing and planned transmission;
  - Identify Development Focus Areas (DFA) for all DRECP action alternatives within which renewable energy development covered by the DRECP can be sited;
  - Identify a common planning goal of 20,000 megawatts by 2040 for all DRECP alternatives, allowing for a range of different renewable energy technologies;
  - Build on the Competitive Renewable Energy Zones identified by the Renewable Energy Transmission Initiative; and,
  - Further identify the most appropriate locations within the Plan Area for the development of utility-scale renewable energy projects, taking into account potential impacts to threatened and endangered species and sensitive natural communities.
- Biological
  - Locate renewable energy development covered by the DRECP on disturbed lands in areas with low biological conflict, to the extent feasible;
  - Identify Plan-Wide Biological Goals and Objectives and apply them to DRECP action alternatives;

- Identify a DRECP Plan-Wide Reserve Design Envelope for each alternative;
- Contribute to the long-term conservation and management of Covered Species and natural communities within the Plan Area;
- Preserve, restore, and enhance natural communities and ecosystems including those that support covered species within the Plan Area; and,
- Identify and incorporate climate change adaptation research and management objectives, and/or policies.
- Legal/Regulatory
  - As part of the BLM land use planning process, identify biological and non-biological resource values for consideration in BLM LUPA alternatives;
  - Ensure the LUPA complies with FLPMA;
  - Ensure the GCP complies with the Endangered Species Act and the Bald Eagle Protection Act;
  - Ensure the NCCP complies with the Natural Community Conservation Planning Act;
  - Provide a means to implement Covered Activities in a manner that complies with the Natural Community Conservation Planning Act, federal and state Endangered Species Acts, Bald and Golden Eagle Protection Act, NEPA, CEQA and other relevant laws;
  - Provide a basis for the issuance of take authorizations and exemptions allowing the lawful take of Covered Species incidental to Covered Activities; and,
  - Provide a comprehensive means to coordinate and standardize mitigation and compensation requirements for Covered Activities within the Plan Area.

The Draft DRECP/EIR/EIS was prepared at a programmatic level in that the environmental evaluations were conducted at a landscape scale and the impacts to the specific environmental factors of potential projects could not be precisely identified. Future individual projects may require additional CEQA/NEPA analysis. Six alternatives were identified for the EIR/EIS including a 'No Action' and a 'Preferred' alternative in addition to the other four action alternatives. The action alternatives were developed by changing the way renewable energy development, conservation and other resource goals of the DRCEP were highlighted. The Alternatives include:

- Alternative 1 – emphasizes avoidance (staying out or away from potential impacts);
- Alternative 2 – emphasizes compensation (replacing or providing substitute resources or habitats);
- Alternative 3, 4 and the Preferred Alternative – have varying emphasis on avoidance and compensation, while being sited in DFAs that are located in areas with high-value renewable resources.

Each alternative identifies DFAs and Conservation Planning Areas (CPA). DFAs have been identified as places where renewable energy generation and transmission projects are appropriate and could be streamlined for approval under the DRECP. The CPAs are located outside of existing conservation areas, such as National Parks and Wilderness. The CPAs will be assembled from land acquired from private property owners who are willing to sell and non-BLM public lands as a means of compensation. Following are several other categories included in the alternatives:

- Study Area Lands
  - Special Analysis Areas

- Future Assessment Areas
- DRECP Variance Lands
- DRECP Plan-wide Reserve Design Envelope
- Existing Conservation
- Legislatively and Legally Protected Areas
- Military Expansion Mitigation Lands
- BLM Proposed Land Use Plan Amendment Designation
  - National Landscape Conservation System (NLCS)
  - Areas of Critical Environmental Concern (ACEC)
  - Wildlife Allocation
  - Conservation Planning Areas
- Other Lands
  - Impervious and Urban Built-up Land
  - Military
  - Open Off-highway Vehicle Areas – Imperial Sand Dunes
  - Open Off-highway Vehicle Areas
  - Johnson Valley Shared Use Area
  - Tribal Lands
  - Solar Energy Zones
  - Proposed Feinstein Bill

While CEQA and NEPA are similar, they vary in some ways. By incorporating the two processes, 23 disciplines were evaluated: air quality; meteorology and climatology; geology and soils; flood hazard, hydrology and drainage; groundwater, water supply and water quality; biological resources; cultural resources; Native American interests; paleontological resources; land use and policies; agricultural land and production; BLM land and realty, right-of-ways and land tenure; BLM land designations, classifications, allocations and land with wilderness characteristics; mineral resources; livestock grazing; wild horses and burros; outdoor recreation; transportation and public access; visual resources; noise and vibration; public safety and services; socioeconomics and environmental justice; and, DOD lands and operations.

Within the Preferred Alternative and the four other Action Alternatives, significant and unavoidable impacts are identified for the following: cultural resources; Native American concerns; outdoor recreation; mineral resources; and, visual resources. Potential impacts in regards to the remainder of the disciplines were found to be less than significant, many due to the consideration of conservation and management actions and mitigation measures.

The alternatives propose various approaches to land use in Inyo County (refer to Attachment 1). Of particular interest are proposed DFAs, CPAs [particularly the Conservation Priority Area], ACEC, and NLCS.

- DFAs are considered in the Rose Valley (related to the Coso Geothermal area); around Lone Pine, Trona, and Pearsonville; and in the Owens Valley and Charleston View.
- Study Area Lands (for renewable energy development) are considered around Aberdeen, Owens Lake, and Stewart Valley.
- CPA, ACEC, and NLCS are proposed throughout most of the Planning Area. Draft ACEC management direction is identified for the following:
  - Cerro Gordo/Conglomerate Mesa

- Olancha Greasewood
- Manzanar
- Owens Lake
- Ayres Rock
- Panamint/Argus
- Sierra Canyons
- Fossil Falls
- Great Falls Basin
- Rose Spring
- Warm Sulfur Springs
- Amargosa North
- Amargosa South
- Kingston Range
- Special Recreation Management Areas are identified throughout the Plan Area. Draft management directions is provided for the following:
  - Amargosa/Grimshaw
  - Alabama Hills National Scenic Cooperative Management Area
  - Alabama Hills
  - Tecopa Pass Historic Trails
  - Panamint Valley
  - Eastern Sierra
  - North Searles
- Conservation Priority Areas are considered for the Owens River, large portions of the southwestern County, and large portions of the southeastern County

### **Summary of Inyo County Issues**

Staff has identified the following areas of concern for the DRECP:

- Throughout the DRECP process the County has consistently commented that conservation land and mitigation measures should be identified for public land only, due to the County's lack of private land (less than two percent).
- The County has continually brought up the issue of loss of multiple uses on public lands due to conservation areas being added.
  - Agriculture and mining should be better addressed.
  - Impacts to agriculture on private lands should be evaluated and mitigated similarly to impacts on public lands.
  - Outdoor recreation is listed as an unavoidable significant impact. Mitigation measures should be provided to preclude significant impacts to recreation.
- The socio-economic analysis provided in the EIR/EIS is inadequate for Inyo County as it only evaluates incorporated cities with more than 10,000 people. Inyo County has no community that meets this criterion. The analysis precludes any meaningful localized analysis for Inyo County. As such, the County's concerns of the costs of service provision and impacts to socio-economic factors have not been sufficiently addressed.
- The DRECP DFAs and CPAs conflict with the County's Renewable Energy General Plan Amendment's proposed Solar Energy Development Areas (refer to Attachment 2). In particular, a DFA is proposed around Lone Pine in several of the alternatives; community sentiment regarding this proposal is unknown.

- Private land identified for CPAs is contrary to the County's previous input. The Conservation Priority Area in Olancha could significantly impact one of the County's remaining private land bases; community sentiment in Olancha regarding the Conservation Priority Area is unknown. The County has commented repeatedly that conservation should be conducted on public lands, and particularly Wilderness.
- The areas proposed for CPA, Conservation Priority Areas, ACEC, and NLCS are significant
- The mitigation measures are substantial and could present difficulty for smaller developers.

### **Community Meeting**

County staff is unaware of community sentiment related to the DFA proposed around Lone Pine and the Conservation Priority Area in Olancha and south. Staff has scheduled a public meeting to request input about these issues at the Lone Pine High School on Thursday, February 5 at 5:30 p.m.

### **Draft Correspondence**

Staff is preparing draft correspondence focusing on the issues identified above, which will be provided under separate cover.

### **Natural Resource Advisory Committee Recommendation**

The Natural Resource Advisory Committee (NRAC) received a presentation from staff regarding the DRECP on December 18, 2014. Individual members of the NRAC provided the following summarized input:

- The DRECP should align with the REGPA;
- Mining on Owens Lake should be considered;
- The approach is broad brushed and should be ground-truthed;
- Developers should be encouraged to utilize disturbed lands;
- Planning should be undertaken at the local level; and,
- Communities should have input.

### **Planning Commission Recommendation**

The Planning Commission received a presentation from staff regarding the DRECP on December January 28, 2015 and recommended carrying forward the issues identified by staff and the NRAC.

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

**ALTERNATIVES:** The Board may consider not sending correspondence or directing changes to the correspondence. Given the potential effects of the Plan to Inyo County, staff recommends providing input.

**FINANCING:** General funds are utilized to monitor State and federal planning efforts.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <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:**

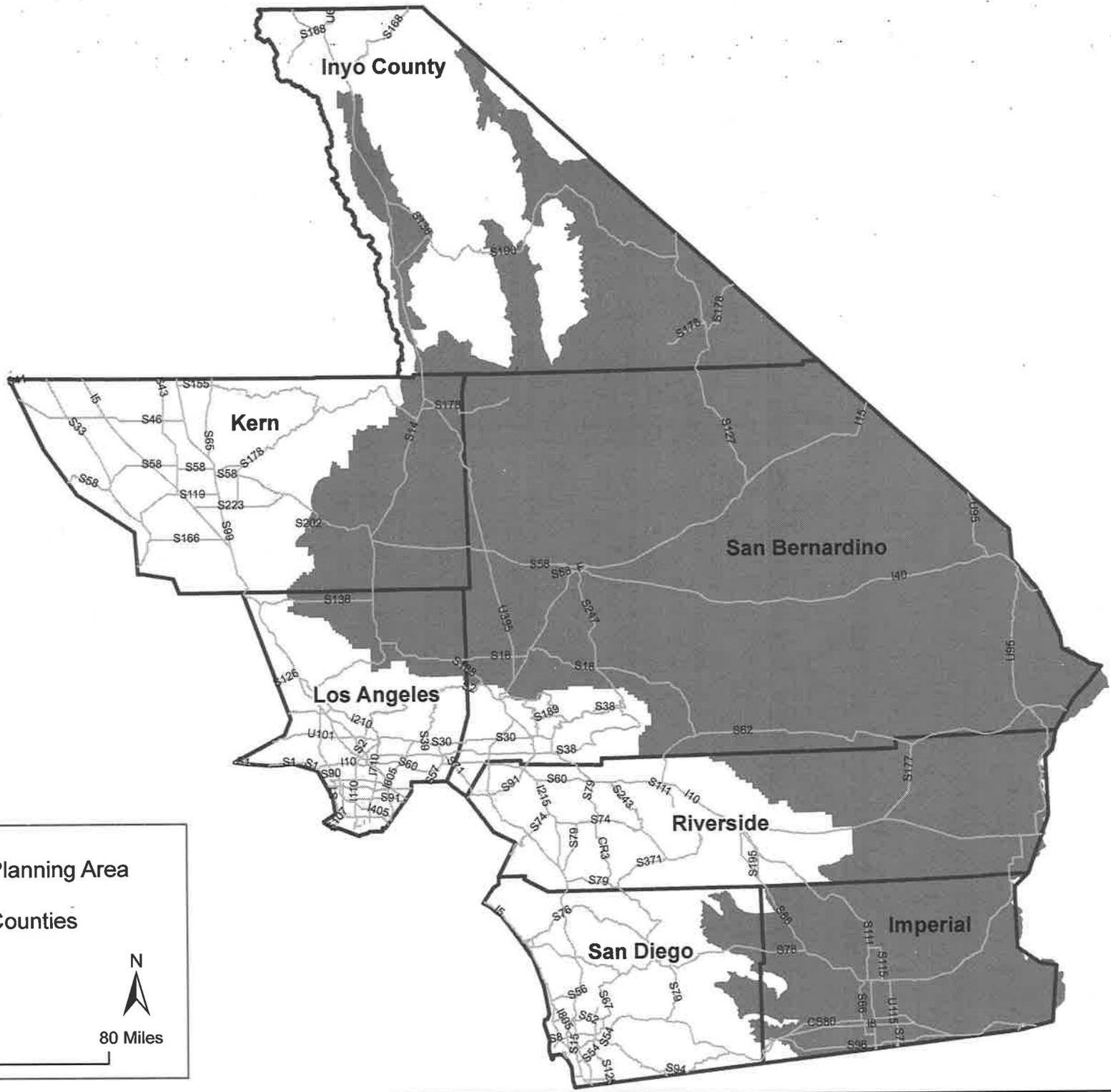
(Not to be signed until all approvals are received)



Date: 2/3/15

Attachments:

1. Maps
2. Previous Correspondence



■ DRECP Planning Area  
□ DRECP Counties

N

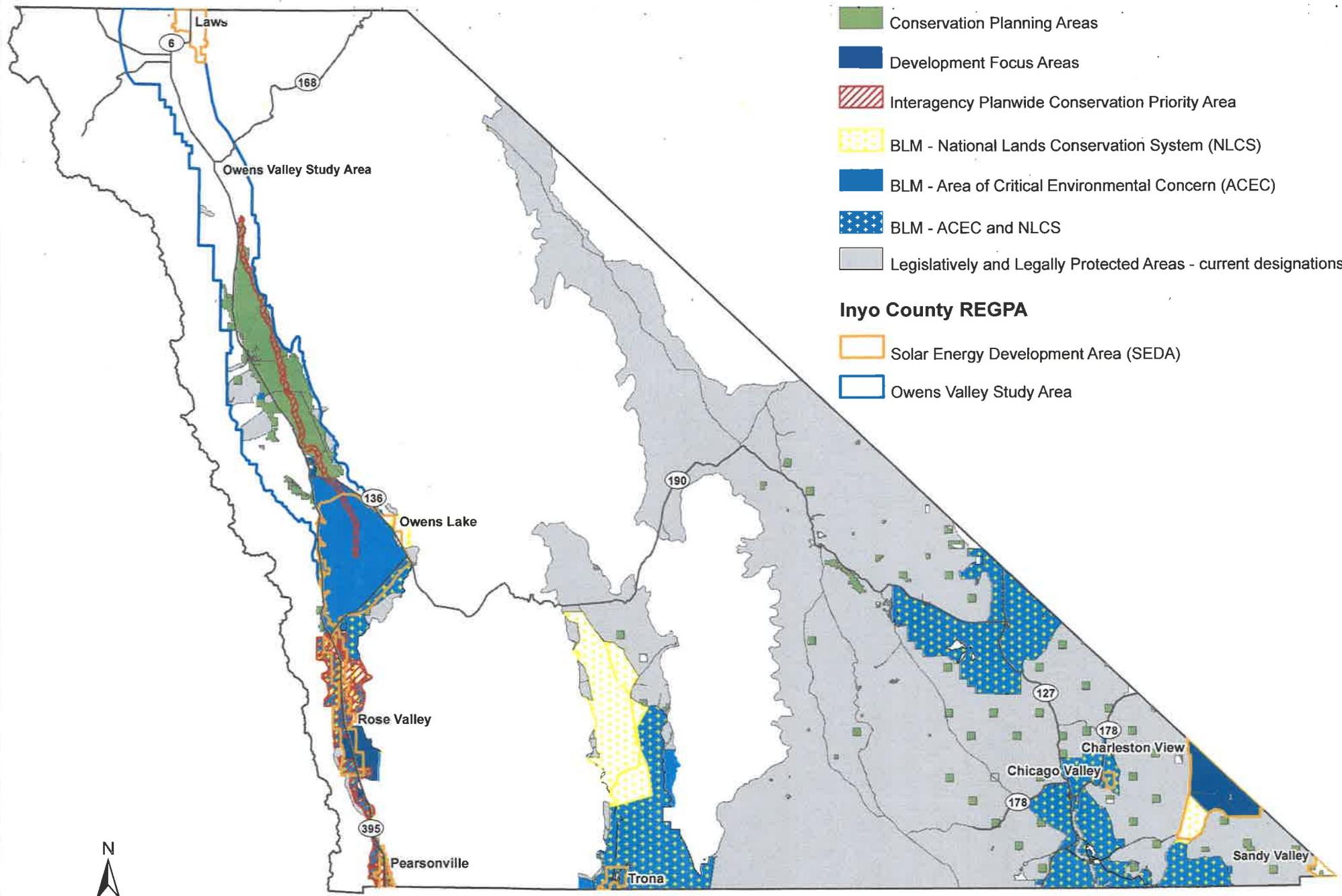
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### Preferred Alternative - DRAFT DRECP

- Conservation Planning Areas
- Development Focus Areas
- Interagency Planwide Conservation Priority Area
- BLM - National Lands Conservation System (NLCS)
- BLM - Area of Critical Environmental Concern (ACEC)
- BLM - ACEC and NLCS
- Legislatively and Legally Protected Areas - current designations

### Inyo County REGPA

- Solar Energy Development Area (SEDA)
- Owens Valley Study Area

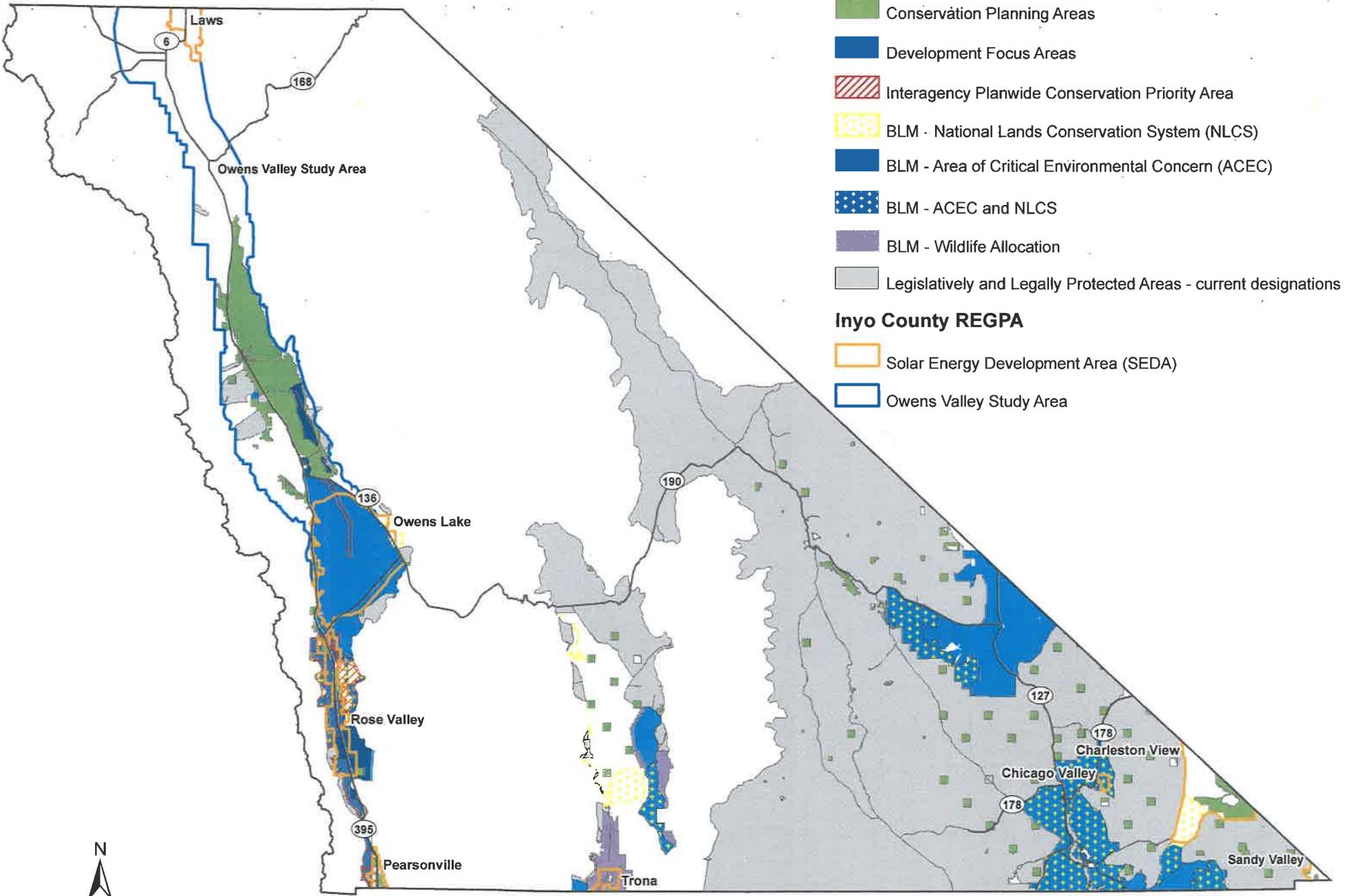


### Alternative 1 - DRAFT DRECP

- Conservation Planning Areas
- Development Focus Areas
- Interagency Planwide Conservation Priority Area
- BLM - National Lands Conservation System (NLCS)
- BLM - Area of Critical Environmental Concern (ACEC)
- BLM - ACEC and NLCS
- BLM - Wildlife Allocation
- Legislatively and Legally Protected Areas - current designations

### Inyo County REGPA

- Solar Energy Development Area (SEDA)
- Owens Valley Study Area

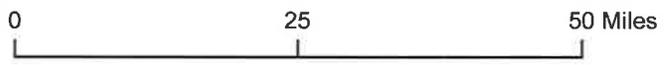
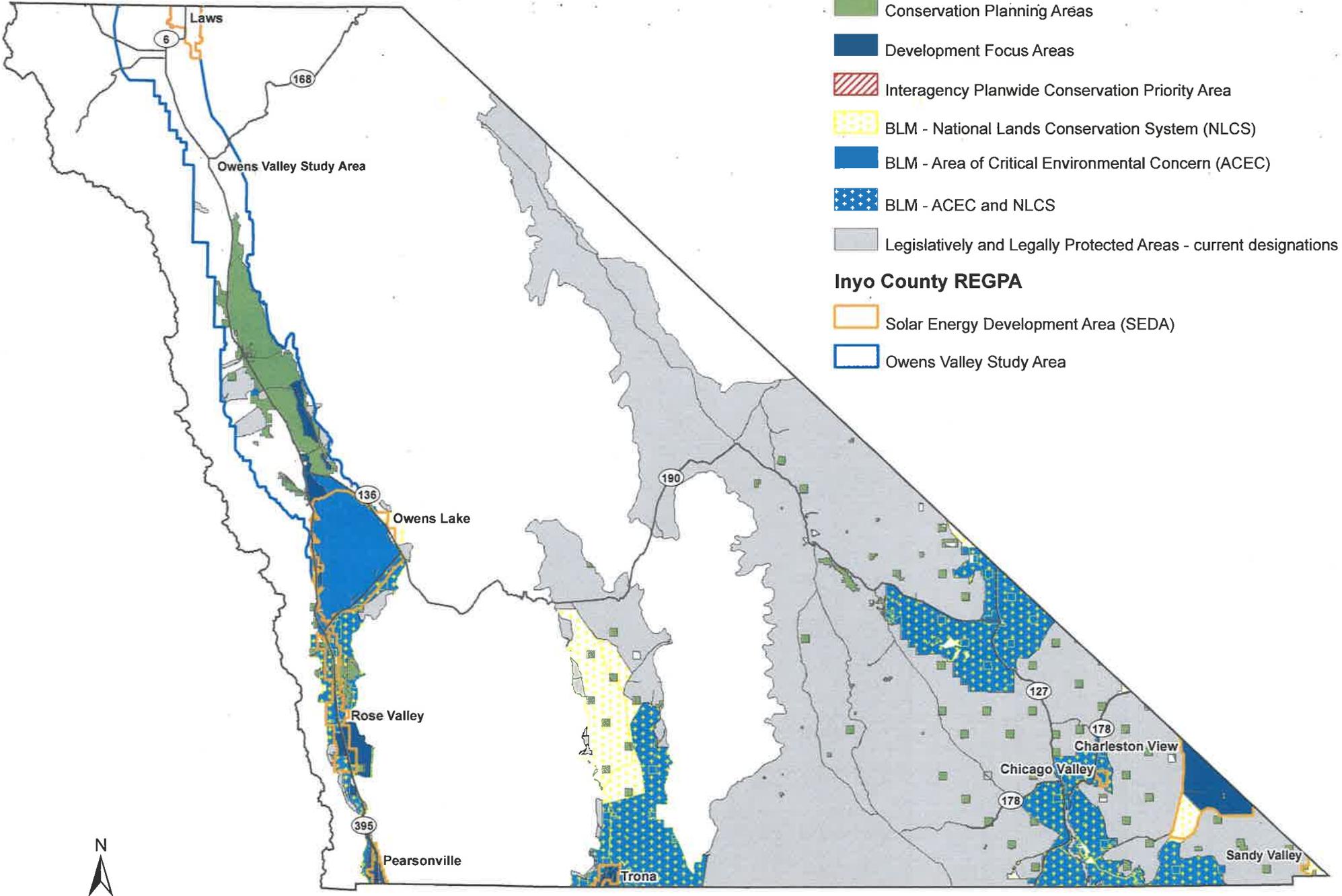


### Alternative 2 - DRAFT DRECP

- Conservation Planning Areas
- Development Focus Areas
- Interagency Planwide Conservation Priority Area
- BLM - National Lands Conservation System (NLCS)
- BLM - Area of Critical Environmental Concern (ACEC)
- BLM - ACEC and NLCS
- Legislatively and Legally Protected Areas - current designations

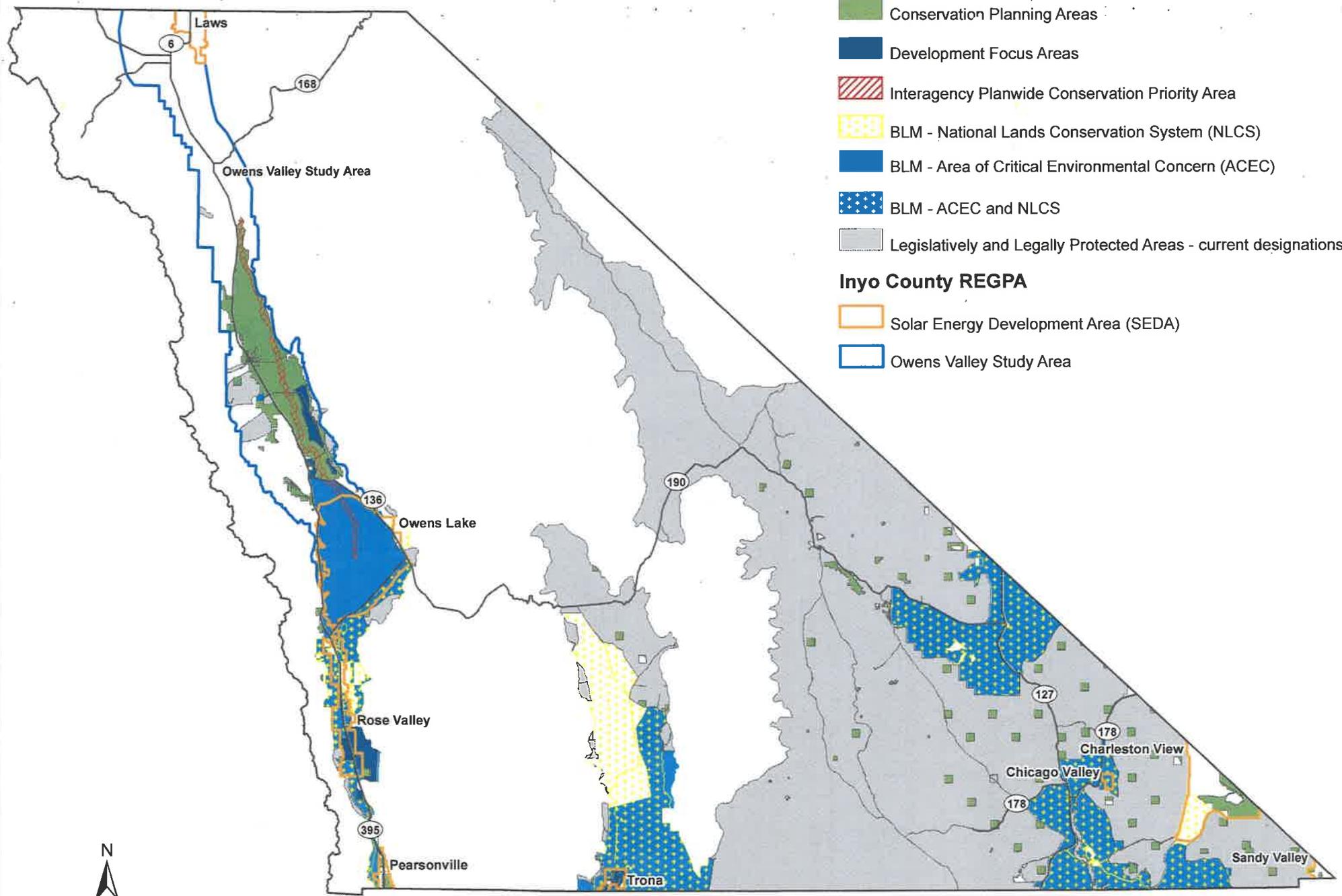
### Inyo County REGPA

- Solar Energy Development Area (SEDA)
- Owens Valley Study Area



### Alternative 3 - DRAFT DRECP

- Conservation Planning Areas
  - Development Focus Areas
  - Interagency Planwide Conservation Priority Area
  - BLM - National Lands Conservation System (NLCS)
  - BLM - Area of Critical Environmental Concern (ACEC)
  - BLM - ACEC and NLCS
  - Legislatively and Legally Protected Areas - current designations
- ### Inyo County REGPA
- Solar Energy Development Area (SEDA)
  - Owens Valley Study Area



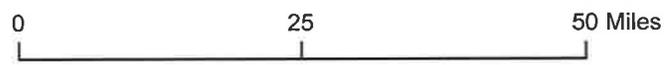
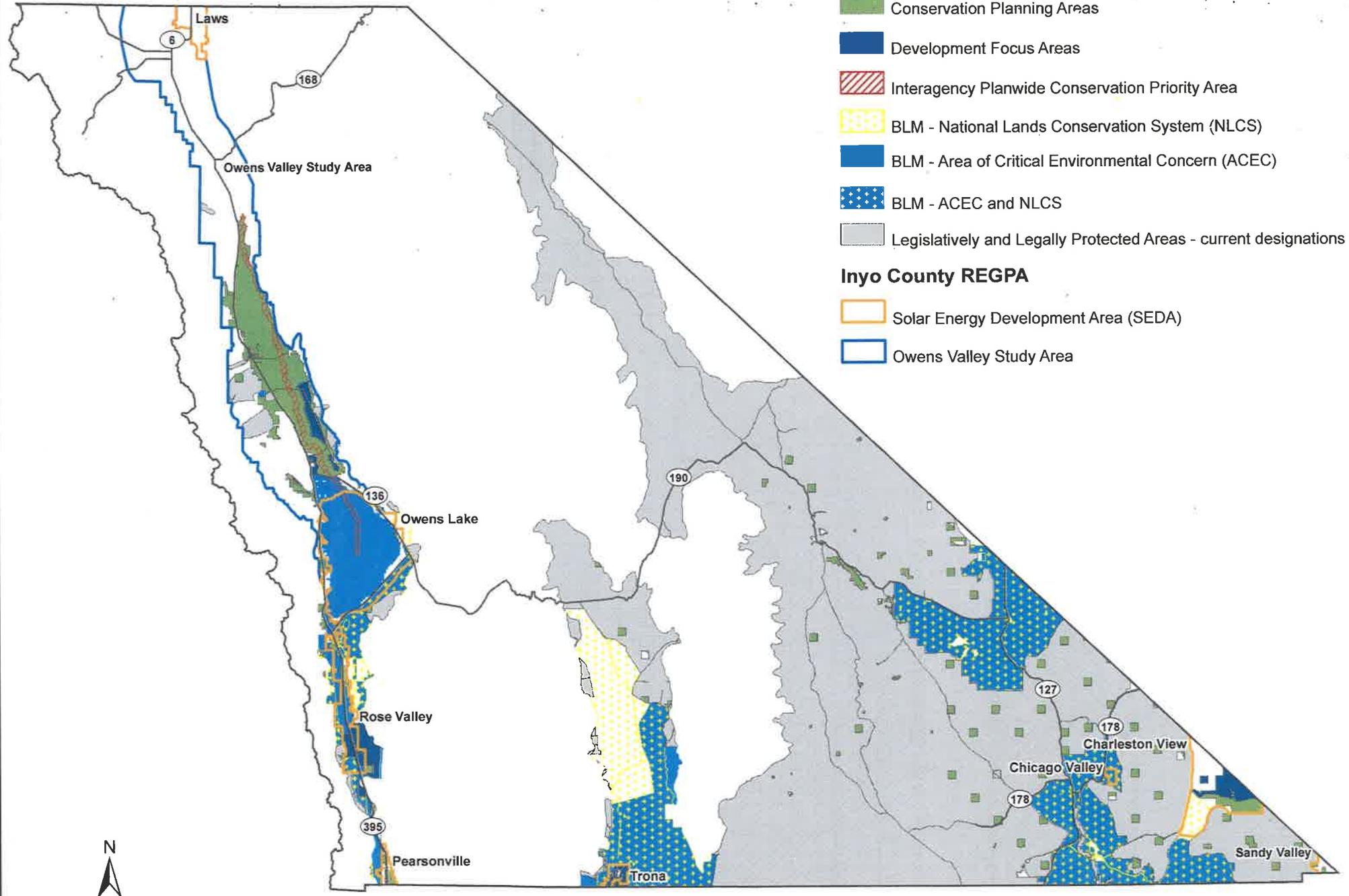
0 25 50 Miles

### Alternative 4 - DRAFT DRECP

- Conservation Planning Areas
- Development Focus Areas
- Interagency Planwide Conservation Priority Area
- BLM - National Lands Conservation System (NLCS)
- BLM - Area of Critical Environmental Concern (ACEC)
- BLM - ACEC and NLCS
- Legislatively and Legally Protected Areas - current designations

### Inyo County REGPA

- Solar Energy Development Area (SEDA)
- Owens Valley Study Area





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*Assistant Clerk of the Board*

November 17, 2014

Jim Kenna, Director  
California State Office, Bureau of Land Management  
2800 Cottage Way, Suite W-1623  
Sacramento, CA 95825

Charlton Bonham, Director  
California Department of Fish and Wildlife  
1416 9<sup>th</sup> Street, 12<sup>th</sup> Floor  
Sacramento, CA 95814

**Re: Desert Renewable Energy Conservation Plan – Draft Agreement by and between the Bureau of Land Management and the California Department of Fish and Wildlife  
Docket No. 09-RENEW EO-01**

Dear Mr. Kenna and Mr. Bonham:

On behalf of the Inyo County Board of Supervisors, thank you for the continued opportunity to participate in development of the Desert Renewable Energy Conservation Plan (DRECP). Inyo County has a long history of providing renewable energy generation for California and the nation, and we are proud that our County possesses the resources necessary for future renewable energy production. We appreciate the opportunity to review the Draft Agreement by and between the Bureau of Land Management (BLM) and the California Department of Fish and Wildlife (CDFW), and provide our input below.

***Mitigation within Wilderness and Death Valley National Park:*** As previously expressed, we are reassured that the DRECP is considering providing mitigation for renewable energy development on public lands, since less than two percent of Inyo County remains in private ownership. We continue to believe that mitigation on public lands in Inyo County should be steered towards existing protected areas, since almost two-thirds of our County has been designated Wilderness. We believe that the DRECP provides an excellent opportunity to restore scarred lands, eradicate non-native species, support the recovery of endangered species, and undertake other important work that current funding constraints preclude within Death Valley National Park (DVNP) and Wilderness throughout Inyo County. We suggest that the Agreement include specific references to encourage enhancement in Wilderness, and we recommend development of additional agreements with the National Park Service to enhance Wilderness and other lands within the DRECP planning area in DVNP.

***Federal Land Policy Management Act:*** The draft Agreement references the Federal Land Policy Management Act with regards to coordination with the State. We suggest that it also reference coordination with local agencies, including working to harmonize BLM's land use planning with local agency planning.

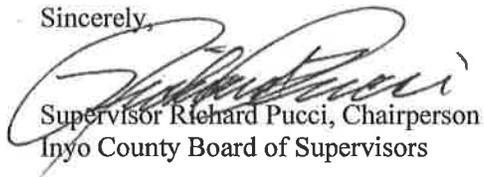
***Multiple Uses:*** We are pleased that the draft Agreement recognizes the importance of multiple uses on BLM lands. As we have previously conveyed, we are very concerned about the DRECP's potential to displace multiple uses on public lands in Inyo County, particularly from mitigation for project occurring outside of Inyo

Mr. Kenna and Mr. Bonham  
November 17, 2014  
Page TWO

County. We encourage strengthening the Agreement's commitment to maintaining these multiple uses within the context of conservation on the same lands. Please also clarify how conservation on public lands will be implemented temporarily.

Thank you again for the continuing opportunity to participate in development of the DRECP. If you have any questions, please contact County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at kcarunchio@inyocounty.us.

Sincerely,



Supervisor Richard Pucci, Chairperson  
Inyo County Board of Supervisors

cc: County Administrative Officer  
County Counsel  
Planning Director  
Governor Brown  
Secretary Jewell, DOI  
Neil Kornze, BLM  
Steve Nelson, BLM  
Carl Symons, BLM  
Katrina Symons, BLM  
Jonathan Jarvis, NPS  
Kathy Billings, DVNP  
Kimberly Nicol, CDFW  
California Energy Commission  
Rural County Representatives of California  
California State Association of Counties  
National Association of Counties  
Senator Feinstein  
Senator Boxer  
Representative Cook  
Senator Fuller  
Assemblywoman Conway



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*Assistant Clerk of the Board*

January 22, 2013

California Energy Commission  
Dockets Office, MS-4  
Docket No. 09-RENEW EO-01  
1516 Ninth Street  
Sacramento, CA 95814-5512

**Re: Description and Comparative Evaluation of Draft Desert Renewable Energy Conservation Plan Alternatives  
Docket No. 09-RENEW EO-01**

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, thank you for the continued opportunity to participate in development of the Desert Renewable Energy Conservation Plan (DRECP). Inyo County has a long history of providing renewable energy generation for California and the nation, and we are proud that our County possesses the resources necessary for future renewable energy production. The Inyo County Board of Supervisors has consistently expressed its support of appropriate renewable energy development that benefits local communities, and we hope that Inyo County will be able to participate in DRECP implementation. We confirm our continued support of renewable energy development, and we will participate in the siting and development of renewable energy facilities to ensure that our citizens are heard.

We have reviewed the Description and Comparative Evaluation of DRECP Alternatives and offer the following comments.

**Mitigation on Public Lands:** We are reassured that the DRECP is considering providing mitigation for renewable energy development on public lands, since less than two percent of our County remains in private ownership, and we look forward to this continuing discussion, including approaches to restore degraded public lands classified as Wilderness. We strongly encourage the DRECP to begin mapping areas of Wilderness for potential mitigation to catalyze this dialogue. As indicated in your documentation, over seven million acres within the plan area are already protected lands, and much of this land is in need of enhancement. We believe that this project provides an excellent opportunity to restore scarred lands, eradicate non-native species, support the recovery of endangered species, and undertake other important work that current funding constraints preclude within Death Valley National Park and Wilderness throughout our County.

**Impacts to Inyo County:** As previously indicated, we remain deeply concerned about potential direct economic impacts from renewable energy development on County services, programs, and infrastructure. We also worry about the DRECP's inconsistencies with the County General Plan and other County policies, including the potential loss of lands for biology-related mitigation; impacts to agricultural and mineral resources, impeded recreational access, and other degradations to multiple uses; impacts to public services, utilities, and infrastructure; demand for housing; and, the society, culture, and economy of the County. In particular, the vast scope of the conservation program contemplated will significantly impact multiple uses on the ever shrinking public lands that accommodate the many varied uses of value to our County, State, and nation (such as recreation, agriculture, mining, and other pursuits); we are gravely concerned that the project will severely reduce or eliminate these uses.

We appreciate that the DRECP has begun analyzing some of these issues, and particularly regarding land use, minerals, and recreational access, but we observe that significant work remains to be undertaken. Specifically, the alternatives analysis does not address agricultural resources and other multiple uses, socioeconomics (and particularly the vast scale of the proposed impacts to multiple uses and further loss of private lands in Inyo County), or public services, infrastructure, or housing. Given the severity of the new designations proposed, we encourage the DRECP to begin considering feasible programmatic mitigation now, such as new/expanded recreation areas and other access improvements, land releases for private development, release of Wilderness Study Areas, infrastructure and service enhancements, and programs to assist

in temporary housing. Due to the unique land ownership pattern here, we request that mitigation in our County be limited to the development that occurs in our County.

**Development Focus Areas:** We appreciate the DRECP's consideration of the renewable energy overlay that the County proposed several years ago, but note that most of the overlay is not being carried forward in the DRECP. We continue to believe that many of the areas we identified may be appropriate for renewable energy development, based on site specific studies and provided that our concerns discussed above can be addressed, and urge you to reconsider the decision to not identify those portions of Panamint Valley, Death Valley Junction, Rose Valley, and Owens Valley that we did as development focus areas (DFA). We are, however, encouraged that several of the alternatives include DFAs in and around Pearonville and Trona, similar to our proposal. On the other hand, as we have conveyed to the Bureau of Land Management on multiple occasions, we do not believe that many of the Variance lands identified in the Solar Programmatic Environmental Impact Statement in Inyo County are viable, which we reiterate here.

**Mapping:** We are concerned about the broad-brushed approach to the mapping, and as we have previously conveyed, we object to new designations that further burden our private lands base. In particular, private and disturbed lands in and around Lone Pine, Cartago, and Olancho are designated moderate biological sensitivity public lands. Obviously, since these areas are private and/or are developed and otherwise highly disturbed, this designation is erroneous, and these areas should instead be mapped as urban or undesignated. Now that these areas have been mapped erroneously, it will be extremely difficult to correct. Other examples of private lands proposed to be burdened with new designations include developed lands in Shoshone and Tecopa, as well as degraded lands in Charleston View and Trona, that are described as having high and moderate biological sensitivity. Also, as we also have previously indicated, we object to identifying lands as subject to the Feinstein bill, as this is a proposal, has not been approved, and is subject to change through the legislative process.

Many of the alternatives propose Areas of Critical Environmental Concern (ACEC) and National Landscape Conservation Service (NLCS) on private lands and disturbed lands in and around Lone Pine, Cartago, Olancho, and Trona. These are highly inappropriate and should be eliminated. We strongly encourage you to coordinate with the City of Los Angeles regarding designating lands managed by the City.

Thank you again for the continuing opportunity to participate in development of the DRECP. If you have any questions, please contact County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us).

Sincerely,



Supervisor Linda Arcularius, Chairperson  
Inyo County Board of Supervisor

cc: Kevin Carunchio, CAO  
Randy Keller, County Counsel  
Joshua Hart, Planning Director  
Governor Brown  
Secretary Salazar, DOI  
Bob Abbey, BLM  
Dan Ashe, USFWS  
Ren Lohefener, USFWS  
Ron Nichols, City of Los Angeles, Department of Water and Power  
Gerald Hillier, Quadstate  
Regional Council of Rural Counties  
California State Association of Counties  
National Association of Counties  
Senator Fuller  
Assemblywoman Conway



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*Assistant Clerk of the Board*

August 16, 2011

California Energy Commission  
Dockets Office, MS-4  
Docket No. 09-RENEW EO-01  
1516 Ninth Street  
Sacramento, CA 95814-5512

Jim Bartel, Field Supervisor  
Carlsbad Fish and Wildlife Office  
U.S. Fish and Wildlife Service  
6010 Hidden Valley Road, Suite 101  
Carlsbad, CA 92011

**Re: Notice of Intent and Notice of Preparation for Joint Environmental Impact Statement/  
Environmental Impact Report for Desert Renewable Energy Conservation Plan  
Docket No. 09-RENEW EO-01**

To Whom It May Concern,

On behalf of the Inyo County Board of Supervisors, thank you for the continued opportunity to participate in development of the Desert Renewable Energy Conservation Plan (DRECP). Inyo County has a long history of providing renewable energy generation for California and the nation, and we are proud that our County possesses the resources necessary for future renewable energy production. The Inyo County Board of Supervisors has consistently expressed its support of appropriate renewable energy development, and we hope that Inyo County will be able to participate in DRECP implementation.

### **Scope of the Environmental Impact Statement/Environmental Impact Report**

We are encouraged that the Renewable Energy Action Team (REAT) agencies are engaging in a comprehensive process to streamline renewable energy permitting through the DRECP and the joint Environmental Impact Statement/Environmental Impact Report (EIS/EIR). While we support proper mitigation of potential environmental impacts resulting from renewable energy development, we are discouraged that the DRECP process is considering eliminating more private property in Inyo County, despite the County's previous input. We remind the REAT agencies that more than 98 percent of the County is in public ownership, and 65 percent is designated Wilderness. With this land ownership pattern, every acre or private land that is converted to public ownership is significant and adverse to the people of Inyo County. With this in mind, we offer the following comments on the scope of the EIS/EIR.

**Land Use and Planning** – the EIS/EIR should address land use and planning issues between the DRECP and the County's planning policies and land use procedures.<sup>1</sup> As previously requested, alternatives to further taking private lands for biology-related mitigation in our County should be considered, including enhancing existing public lands and considering calculating past Wilderness designations for biology-related mitigation. The analysis should include past, present, and reasonably foreseeable future land use actions that have impacted the County's private land base.

**Infrastructure, Services, Housing** – the EIS/EIR should evaluate potential impacts on public services, utilities, and housing. Potential impacts to public roads and the County's burden to repair and maintain those roads are of great

<sup>1</sup> Refer to [http://inyoplanning.org/general\\_plan/index.htm](http://inyoplanning.org/general_plan/index.htm) regarding the County's General Plan.

California Energy Commission and  
Jim Bartel, Field Supervisor, U.S. Fish and Wildlife Service  
August 9, 2011  
Page TWO

concern. In our County, many of the service providers in the remote areas where renewable energy may be developed may not have the capacity to adequately provide law enforcement and emergency services. The boom-and-bust cycle of resource-driven development may also lead to increased demand for housing, which then may be abandoned after construction due to the relatively low long-term employment opportunities from renewable energy facilities.

**Recreation** – the potential impacts of renewable energy development to recreation should be evaluated. Renewable energy development and potentially biology-related mitigation has the potential to block access to recreation, and mitigation and alternatives to minimize these potential effects should be evaluated. In our County, these impacts should be considered in light of past and continuing efforts to reduce access for motorized recreation.

**Socioeconomics** – the fiduciary benefits of renewable energy development to local agencies should be compared to the costs of providing infrastructure and services for the development. The analysis should consider the boom-bust cycle of resource-driven development – especially renewable energy development that in most cases does not generate substantial long-term employment locally – as well as the opportunity costs of such development. While it is noble to encourage renewable energy development on private disturbed lands, these areas offer local agencies greater potential revenue generation in the long run through other development opportunities, and the socioeconomic effects of their development with renewable energy facilities and/or dedication to biology-related mitigation could be severe, especially in our County with its skewed land ownership pattern.

#### **Coordination**

Based on our preliminary review of the DRECP planning documents, it appears as if the Plan is inconsistent with the Inyo County General Plan, despite the County's previous input. We therefore request continuing and enhanced coordination with the BLM to address and resolve the inconsistencies between the DRECP and the Inyo County General Plan and approved policies. In accordance with 43 C.F.R. 1610.3-1(f), Inyo County hereby informs the BLM of the inconsistencies between Inyo County plans and policies and the DRECP. The County requests staff-to-staff meetings to address these inconsistencies and, ideally, to resolve them.

Thank you for including Inyo County in this important planning process. Please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us) to schedule coordination or if you have any questions.

Sincerely,



Susan Cash  
Chairperson, Inyo County Board of Supervisors

cc: Kevin Carunchio, CAO  
Randy Keller, County Counsel  
Joshua Hart, Planning Director  
DRECP Stakeholders  
Governor Brown  
Secretary Salazar, DOI  
Bob Abbey, BLM  
Dan Ashe, USFWS  
Ren Lohefener, USFWS  
Gerald Hillier, Quadstate  
Regional Council of Rural Counties  
California State Association of Counties  
National Association of Counties



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May 1, 2012

California Energy Commission  
Dockets Office, MS-4  
Docket No. 09-RENEW EO-01  
1516 Ninth Street  
Sacramento, CA 95814-5512

**Re: Preliminary Development Scenarios for the Desert Renewable Energy Conservation Plan  
Docket No. 09-RENEW EO-01**

Ladies and Gentlemen:

On behalf of the Inyo County Board of Supervisors, thank you for the continued opportunity to participate in development of the Desert Renewable Energy Conservation Plan (DRECP). Inyo County has a long history of providing renewable energy generation for California and the nation, and we are proud that our County possesses the resources necessary for future renewable energy production. The Inyo County Board of Supervisors has consistently expressed its support of appropriate renewable energy development, and we hope that Inyo County will be able to participate in DRECP implementation.

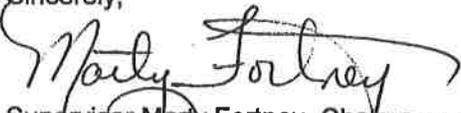
We have reviewed the preliminary development scenarios prepared by the DRECP for Inyo County, and are pleased that consideration is being given to a range of potential development here. As you may be aware, the County undertook a comprehensive planning effort to identify areas where renewable wind and solar energy development might be appropriate, based on site-specific studies, and the preliminary development scenarios identify areas similar to many of those that we considered. Noteworthy from our planning effort, we encourage the DRECP to consider potential aesthetic impacts east of Highway 395 north of Owens Lake. Also, although hydrological issues are present County-wide, we believe that they are especially acute in the vicinity of Death Valley junction.

As previously indicated, we have concerns about the DRECP's inconsistencies with the County General Plan and other County policies, including the potential loss of lands for biology-related mitigation; agricultural resources; impacts to public services, utilities, and infrastructure; demand for housing; impeded recreational access; and, the society, culture, and economy of the County. We are reassured that the DRECP is considering providing mitigation for renewable energy development on public lands, since less than two percent of our County remains in private ownership, and we look forward to this evolving discussion, including approaches to restore degraded public lands classified as Wilderness. However, we remain deeply concerned about the potential direct economic impacts from renewable energy development on County services, programs, and infrastructure. We hope that these issues can be resolved through our ongoing coordination, and encourage DRECP staff to maintain contact with County staff to work on addressing our concerns.

California Energy Commission  
May 1, 2012  
Page TWO

Thank you again for the continuing opportunity to participate in development of the DRECP. If you have any questions, please contact County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us).

Sincerely,

A handwritten signature in cursive script that reads "Marty Fortney". The signature is written in black ink and is positioned above the printed name and title.

Supervisor Marty Fortney, Chairperson  
Inyo County Board of Supervisors

cc: Kevin Carunchio, CAO  
Randy Keller, County Counsel  
Joshua Hart, Planning Director  
Governor Brown  
Secretary Salazar, DOI  
Bob Abbey, BLM  
Dan Ashe, USFWS  
Ren Lohefener, USFWS  
Gerald Hillier, Quadstate  
Regional Council of Rural Counties  
California State Association of Counties  
National Association of Counties  
Senator Fuller  
Assemblywoman Conway



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](mailto:inyoplanning@inyocounty.us)

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July 26, 2012

California Energy Commission  
Attn: Chris Beale, Assistant DRECP Director  
1516 Ninth Street  
Sacramento, CA 95814-5512

RE: DRECP Alternatives (July 25, 2012) and Draft Biological Goals & Objectives (June 14, 2012)

Mr. Beale:

I have reviewed the "Overview of DRECP Alternatives Briefing Materials," as well as the many studies, documents and presentation materials that have been produced for the DRECP planning effort to date. As we discussed on July 15, this correspondence provides preliminary feedback regarding the alternatives, and the draft revised Biological Goals & Objectives.

In terms of the draft Alternatives presented at the Stakeholder meeting on July 25, I have the following preliminary comments:

- **Mitigation on Public Lands.** As particularly noted in our conversation on the 15<sup>th</sup>, I am very encouraged that the concept of providing mitigation for renewable energy projects on public lands is being carried forward in the DRECP. I hope that the DRECP will include Wilderness as potential lands for mitigation, as conservation can be assured on such lands, and Wilderness in Inyo County in many instances is degraded and worthy of enhancement.
- **Maps.** It is understood that the maps for Inyo County are in draft form, many are as yet generalized, and will need further revisions. For example, on the Generalized Mitigation Contribution Area map, most of Lone Pine was depicted as a Mitigation Contribution Area. I expect that such issues will be corrected as the maps are refined.
- **Biological Conservation Lands.** It is extremely important to the residents of Inyo County, the many visitors to the County, and thus the economy of the County, that open access to, and use of, public lands be maintained. To that end, the County strongly supports the concept of allowing multiple uses on identified Conservation lands.
- **Biological Sensitivity.** I have concerns over the labeling of such very large tracts of land as "biologically sensitive," given the ramifications and limitations of what such a label might do to the future use of such lands. Such a label is particularly troubling for owners of private lands, as their private property rights should not be so burdened.
- **BLM Land Use Planning Area (LUPA).** I understand that rule sets and land allocation information for the LUPAs are still being drafted by BLM. Given the County's concerns over the already large area of protected lands proposed under the DRECP, we would look for justification for the "increased protection" professed for LUPA-designated lands.

In terms of the draft Biological Goals & Objectives dated June 14, 2012, I have several concerns and requests:

- Road Closures. This is a primary concern of the County, both on behalf of its residents, and on behalf of tourists to the County, which contribute so much to the County's economy. (Objective L3.1; Objective DETO1.4; Objective MGS1.4)
- Cabin Bar Ranch Pupfish. The reference to the "Cabin Bar Ranch" population of Owens pupfish should be removed: the County is currently processing an EIR for a development proposed on the Cabin Bar Ranch property and to date no pupfish have been identified for the site, and no conservation program for pupfish are currently being proposed at this time for the project site. (Objective FISH2.1)
- Mining. Limitation/restrictions on mining activities, depending on the resource, size, and location, most likely will be problematic and objectionable, as the County has a long history of supporting mining activities. (Objective DETO1.4)
- Owens River. Many Owens River resources are managed and protected under the terms of the Long Term Water Agreement (LTWA) and other agreements between the County and the Los Angeles Department of Water & Power (LADWP). (Objective WETC1.1; Objective WETC2.1; Objective EPL1.1; Objective OVCH1.2; Objective FISH1.1)
- Multiple Use. The County would look to balance the conservation needs of the Owens River with the many other uses taking place on the river and other areas, such as fishing, and will continue to support multiple uses for the river and other areas (Objective WETC2.3). Similarly, high-value development sites for industry, such as renewable energy plants in the Pahrump Valley, would need to be balanced (Objective PAPH1.1), as would any private property right relating to agricultural uses. (Objective FISH1.1)

Lastly, and as has been consistently noted in previous comments, the County opposes the depiction of areas mapped as "Proposed Feinstein Bill," since such areas are only proposed at this point and their depiction on planning maps can be construed as prejudicial or presumptive.

I would like to take this opportunity to express support of the work being done on the DRECP, and look forward to the continuation of a close working relationship with all stakeholders.

Respectfully,



Joshua Hart, AICP  
Planning Director

Cc: Board of Supervisors, Inyo County  
Kevin Carunchio, County CAO  
Randy Keller, County Counsel



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

14

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

FROM: PLANNING and COUNTY COUNSEL

FOR THE BOARD MEETING OF: **February 10, 2015**

SUBJECT: **APPROVAL OF CONTRACT WITH GREGORY L. JAMES, FOR THE PROVISION OF LEGAL SERVICES**

**DEPARTMENTAL RECOMMENDATION:** Ratify and approve the Agreement between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services (a) on behalf of the County and ECOS Energy, LLC from January 8, 2015 to the Completion of the *Native American Heritage Commission v. County of Inyo, et al.*, Inyo County Superior Court Case No. SICVPT 1557557 lawsuit; (b) at the rate of One Hundred Fifty Five Dollars (\$155.00) for every hour of legal services except travel time which will be paid at Fifty Dollars (\$50.00) an hour, with a contract limit of Sixty Thousand Dollars (\$60,000.00); contingent upon the Board of Supervisors approving the 2014/15 Mid-Year Budget and all future budgets; and (c) authorize the Chairperson to sign on behalf of the County upon the appropriate signatures being obtained. (4/5's vote required)

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** Mr. James represented Inyo County in the creation of the Development Agreement/Permit for the Munro Valley Solar Energy Project. In the course of that representation he gave legal advice and direction with regard CEQA issues as they arose. The lawsuit filed by the Native American Heritage Commission contests the legality and adequacy of the Counties approval of the Permit with ECOS Energy, LLC (real party in Interest for the benefit of Munro Valley, LLC) and the County's compliance with the California Environmental Quality Act.

Mr. James has the on-the-ground knowledge needed to defend the parties in this litigation to a successful conclusion. The rate of \$155 an hour for an attorney of his skill is a statement of his dedication and commitment to the County; it is his standard rate with this office. With your Board's Approval and direction, County Counsel retained Mr. James' services on this matter early in the proceedings to enable immediate forward movement in a positive direction.

The limit upon the amount payable under the contract is \$60,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under this contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the County Administrator to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with your Board's direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

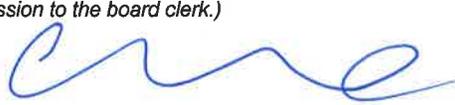
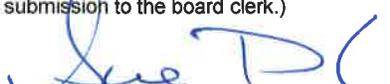
**ALTERNATIVES:**

Your Board approved hiring Mr. James to provide these service, and that approval was subsequently echoed by ECOS Energy, LLC and Munro Valley, LLC, who fund the contract. Therefore, absent disagreement with the services rendered to this point, there would appear to be no option but to move forward with this contract. However, your Board, may decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

**OTHER AGENCY INVOLVEMENT:** County Board of Supervisors.

**FINANCING:** Funding will be included in Planning Department's Budget 023800 as revenue 4819 and increasing Appropriation in Professional and Special Services Object Code 5265 from Munro Valley LLC and Ecos Energy LLC for reimbursement to the for the defense in this matter.

**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.)  Marge Kemp-Williams/g Approved: <u>Yes</u> Date <u>2/4/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>2/4/15</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)   Approved: <u>✓</u> Date <u>2/5/15</u>

**DEPARTMENT HEAD SIGNATURE:** Marge Kemp-Williams/g Date: \_\_\_\_\_  
(Not to be signed until all approvals are received)

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
REGARDING LITIGATION:  
*NATIVE AMERICAN HERITAGE COMMISSION v. INYO COUNTY et al.*,  
INYO COUNTY SUPERIOR COURT CASE NO. SI CV PT 1557557**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County"), has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), collectively referred to herein as "parties." and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the Office of County Counsel.

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

**2. TERM.**

The term of this Agreement shall be from January 8, 2015 until completion of litigation unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A**.

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

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment **B**), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

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

E. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed **\$60,000.00** Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State Taxes.

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

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Except as provided in the Scope of Work (Attachment **A**), Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items.

Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment **B**), is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

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

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

**8. WORKERS' COMPENSATION.**

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

**9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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 Consultant, its agents, representatives, or employees.

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

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$ N/A** per accident for bodily injury or disease.  
*(Not required if Contractor provides written verification it has no employees)*
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

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

**B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:**

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by

or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

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

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County 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 County has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

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

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

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

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

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

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

**11. DEFENSE AND INDEMNIFICATION.**

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

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

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

## **12. RECORDS AND AUDIT.**

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

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

## **13. NONDISCRIMINATION.**

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

## **14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

## **15. ASSIGNMENT.**

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

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon fifteen (15) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

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

**18. CONFIDENTIALITY.**

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

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding to the Inyo County Planning Department or other sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within thirty (30) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

<b>COUNTY OF INYO:</b>	
<u>Office of County Counsel</u>	<b>Department</b>
<u>P.O. Box M</u>	<b>Address</b>
<u>Independence, CA 93526</u>	<b>City and State</b>
<b>CONTRACTOR:</b>	
<u>Gregory L. James</u>	<b>Name</b>
<u>1839 Shoshone Drive</u>	<b>Address</b>
<u>Bishop, CA 93514</u>	<b>City and State</b>

**26. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
PLANNING REGARDING LITIGATION:  
NATIVE AMERICAN HERITAGE COMMISSION v. INYO COUNTY et al.,  
INYO COUNTY SUPERIOR COURT CASE NO. SI CV PT 1557557**

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

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_

By: Gregory L. James  
(Type or Print Name)

Dated: \_\_\_\_\_

Gregory L. James  
(Signature)

Dated: 2/4/15

APPROVED AS TO FORM AND  
LEGALITY:

Marge Kemp-Williams  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

dg:\Contracts\MiscContracts\Greg James\Planning MunroLitigation.GJames.123

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
REGARDING LITIGATION:  
*NATIVE AMERICAN HERITAGE COMMISSION v. INYO COUNTY et al.*,  
INYO COUNTY SUPERIOR COURT CASE NO. SI CV PT 1557557**

**TERM:**

**FROM: January 8, 2015 TO: Completion of Litigation**

**SCOPE OF WORK:**

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of litigation entitled: *Native American Heritage Commission v. Inyo County et al.*, Inyo County Superior Court Case No. SI CV PT 1557557. Specifically these responsibilities include:
  - Advise and represent the County Board of Supervisors, Planning Department, Munro Valley Solar, LLC, concerning legal issues involved in the above identified litigation;
  - Advise and assist in coordinating, developing, and preparing the County's position, and the evidence supporting it;
  - Under the supervision and direction of the County Counsel, represent the County, its agents, officers and employees, Munro Valley Solar, LLC, and ECOS Energy, LLC in the above identified litigation; and
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Electronic copies of documents received and created by Contractor shall be delivered to County Counsel's Office to be stored.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, Munro Valley Solar, LLC, ECOS Energy, LLC and their officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
REGARDING LITIGATION:  
*NATIVE AMERICAN HERITAGE COMMISSION v. INYO COUNTY et al.*,  
INYO COUNTY SUPERIOR COURT CASE NO. SI CV PT 1557557**

**TERM:**

**FROM: January 8, 2015 TO: Completion of Litigation**

**SCOPE OF WORK:**

6. Contractor will send to the Office of County Counsel, and Munro Valley Solar, LLC electronically all pleadings, notices, discovery, motions, documents, and other litigation materials arising in Inyo County Superior Court Case No. SI CV PT 1557557 *Native American Heritage Commission v. Inyo County et al.* If hard copies are needed by the County officers, or employees, they will be prepared and delivered by the County Counsel.
7. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
PLANNING REGARDING LITIGATION:  
*NATIVE AMERICAN HERITAGE COMMISSION v. INYO COUNTY et al.*,  
INYO COUNTY SUPERIOR COURT CASE NO. SI CV PT 1557557**

**TERM:**

**FROM: JANUARY 1, 2015 TO: Completion of Litigation**

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

**2. INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:**

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<b><u>Types of Expenses</u></b>	<b><u>Cost:</u></b>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Computer Assisted Research	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
LLC , LLC FOR ATTORNEY SERVICES  
REGARDING  
*NATIVE AMERICAN HERITAGE COMMISSION v. INYO COUNTY et al.*,  
INYO COUNTY SUPERIOR COURT CASE NO. SI CV PT 1557557**

**TERM:**

**FROM: January 8, 2015 TO: Completion of Litigation**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment **B**) above.
- B. Where Contractor is providing work and services for under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER  
15

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

FROM: CAO/County Counsel

FOR THE BOARD MEETING OF: February 10, 2015

SUBJECT: APPROVAL OF ENGAGEMENT LETTER WITH LINER, LLP FOR LEGAL SERVICES REGARDING THE CONSOLIDATED OFFICE BUILDING BUILD-TO-SUIT LEASE

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the (a) Engagement Letter ["Agreement"] between the County of Inyo and Liner, LLP ["Liner"] for the provision of legal services for the Consolidated Office Building Build-to-Suit Lease: negotiation as needed and preparation of a proposed Lease for a fixed fee of \$15,000, which is billed at the hourly rate of \$495 per hour until paid and then no charge (\$0) for services until the proposed next version of the Lease is Prepared; and (b) authorize the Chairperson to sign on behalf of the County upon the appropriate signatures being obtained. (4/5s vote required).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** In January 2014, the County Administrator and County Counsel interviewed lawyers recommended by the County's consulting real estate economist, Allan Kotin, to assist in the negotiation and preparation of a lease for the proposed Consolidated Office Building project. Following those interviews, the County Administrator and the County Counsel evaluated the qualifications and projected cost of each candidate. The Liner firm agreed to provide a reduced hourly rate and to work on a fixed fee.

March 20, 2014, we entered into our first Agreement, Engagement Letter, with Liner to evaluate the legal aspects of the lease of the "Consolidated Office Building" with option to buy and designated that as Phase 1. Two attorneys: Dennis Roy and Michael Kiely provided services under Phase 1 for a flat fee of \$10,000.00. Time for their services was billed at the hourly rate of \$495 per hour until the \$10,000 was exhausted. They continued to provide services at no charge (\$0) via email and telephone consultation with County Staff and County Counsel.

We are now entering Phase 2 of the Agreement: drafting the next version of the Lease for a fixed fee in the amount of \$15,000.00. Phase 2 will cover comment upon the original draft provided by Developer, follow up discussion with the Client and/or Developer as applicable, with respect to comments, and generation of a responsive proposed form of a draft ground lease. It is expected we can reach a final lease ready for signature in Phase 2, subject to no unexpected developments. Should we continue to require legal assistance from Liner after completion of Phase 2, which is not expected, Liner has agreed to provide such services at a pre-agreed rate of \$495.00 per hour subject to amendment of the Agreement [Phase 3].

**ALTERNATIVES:** Your Board could choose not to approve the Agreement with Liner, LLP, however this is not recommended because this option would lose the project knowledge gained by Liner resulting in significant delays in completing Phase 2 and potentially Phase 3. Moreover, it is questionable we can locate counsel of the skill set required at or near the price offered by Liner. The next lowest projected cost for preparing the lease [Phases 1 and 2] was \$40,000.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:** Funding is included in the CAO Accumulated Capital Outlay Budget 010201 Object Code Professional and Special Services 5265 in the Fiscal Year 2014-2015 Board Approved Budget.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Mandy Kemp-Williams Approved: <u>yes</u> Date <u>3/4/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>3/4/15</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.)  n/a Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

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



Date: 02-05-2015

February 3, 2015

VIA E-MAIL MKEMP-WILLIAMS@INYOCOUNTY.US

Margaret Kemp-Williams  
Inyo County Counsel  
County of Inyo  
P.O. Box M  
224 No. Edwards Street  
Independence, CA 93526

Re: Engagement Letter - County of Inyo  
Inyo County Consolidated Office Building Build-to-Suit Lease

Dear Marge:

We are pleased that the County of Inyo ("Client") has decided to retain Liner LLP (the "Firm") as your counsel in this matter. This letter confirms our agreement regarding the terms and conditions of our engagement (the "Agreement"). This letter shall supersede and replace our original engagement letter of March 20, 2014 (the "Original Engagement Letter") with respect to all work performed after the date of this letter, and shall govern our engagement with respect to all future work on this matter. All prior work performed and fees paid under the Original Engagement Letter shall continue to be governed by that Original Engagement Letter.

We have prepared this Engagement Letter to set forth the terms under which the Client would engage the Firm in connection with matters relating to prospective negotiation and documentation (including a build-to-suit lease with an option to purchase the building and land) for the development of an Inyo County Consolidated Office Building, which will house various County operations.

1. **LEGAL FEES.** As we discussed, based upon your decision to proceed with Phase 2 of our engagement, there will be a fixed fee in the amount of \$15,000.00 which would cover comment upon the draft lease form we have received from the proposed developer of the project ("Developer"), participation in any follow up discussions with the Client and/or Developer, as applicable, with respect to those comments, and generation of a responsive proposed form of draft ground lease for this transaction. All negotiation or further documentation following preparation of the County draft lease form would be subject to your further authorization, and, subject to that authorization, will be billed at the reduced partner rate of \$495.00 per hour for transactional work on this matter.

2. **DISBURSEMENTS.** In addition to fees for services rendered, our Firm may incur or advance out-of-pocket costs that we believe are reasonably necessary for the proper handling of the matters for which

we are engaged. Such costs may include, by way of example, costs of photocopying, electronic transmission and long distance telephone charges, air freight charges, title and recording fees, court reporting charges, travel expenses, and the like. The Firm may use a reasonable, estimated overhead allocation rather than a specific charge.

It is our policy not to advance the costs of services provided by outside vendors in amounts exceeding \$100. Examples include but are not necessarily limited to outside photocopying services and graphic services. We will forward invoices from such vendors to the Client for payment directly to the vendors and the Client agrees to pay all such invoices promptly. Nothing contained herein shall be construed as creating any obligation on the part of the Firm to advance any such costs on Client's behalf, and in the event the Firm elects to do so, the Firm is under no continuing obligation to do so in the future.

3. **INVOICES.** Invoices for costs incurred and services rendered by our Firm will be submitted to the Client on a monthly basis (unless the amount of the invoice would be so small that we decide to defer billing it, or we have agreed to an alternate billing arrangement). All payments are due upon receipt of our invoices. In the absence of any written objection to an invoice within seven (7) days after receipt, the Client will be deemed to have accepted and acknowledged the invoice as correct for the period covered by that invoice. At the Firm's election, payments not made within thirty (30) days after billing shall bear interest at the highest rate allowed by law.

4. **RETAINER.** At the present time, we have not requested that the Client pay us a retainer. As to other matters for which you might engage our Firm in the future or should any litigation arise in connection with this matter, we might request that the Client provide our Firm with an appropriate retainer. If a retainer is required in the future, it should not be viewed as a minimum or maximum legal fee (which will be determined based on the hourly billing rates of the attorneys involved as discussed above, unless the Client and our Firm agree to an alternate billing arrangement), and is merely a refundable deposit to be applied to our future fees (with any excess to be returned to the Client).

5. **CONFIDENTIALITY; OTHER ETHICAL OBLIGATIONS.** We would like to give you our assurance that this Firm takes very seriously all of its ethical obligations imposed under the ethics rules of California and the other jurisdictions in which we practice law. These obligations include, among others, the Firm's ethical duty to maintain the confidential nature of its clients' activities.

6. **CONFLICT OF INTEREST.** Our representation of you in any matter must be conditioned upon there being no existing conflict of interest with any party having an adverse interest, unless, under certain circumstances, the parties that are the basis for such conflict of interest are willing to give their informed written consent to our representation despite the existence of such conflict, and to waive, in writing, any actual or potential conflict of interest arising as a result of our representation in those matters. Accordingly, for each matter as to which you propose to engage our Firm, we will require that you provide information as to actual or potential adverse parties, and we will conduct an internal investigation to determine whether our representation

of you in that matter would result in a conflict of interest. If we determine that such representation would result in a conflict of interest, I will call you so that we can address the conflict and determine whether, and under what conditions, our Firm can undertake the requested work.

7. **RIGHTS TO TERMINATE.** You shall have the right, at any time, for any reason or no reason at all, to terminate our services. The law provides the Firm may terminate our services under certain circumstances. For instance, we shall have the right to terminate your engagement of our Firm if our invoices for services rendered are not paid in a reasonably prompt manner. Prior to terminating your engagement of our Firm, we shall give you not less than 15 days' prior notice. In the event of any termination, all sums owing by you to the Firm shall be then due and payable.

8. **FUTURE MATTERS.** Unless otherwise agreed in writing between us, all other matters referred to us for representation in the future shall be governed by the terms of this Agreement and shall be automatically subject to hereto except as we may otherwise confirm in writing at that time.

9. **RECORDS RETENTION.** You are entitled to the return of any files (including digital records) in our possession relating to the legal services performed by us for you at any time after the conclusion of the matter (excluding our internal accounting record and attorney work product including drafts, notes, internal memoranda, etc.). Please be advised that under our records retention policy, we normally destroy files seven (7) years after the matter is closed. If you would like the file to be returned to you, please discuss this issue with me at the conclusion of the matter and arrangements will be made to do so.

10. **INSURANCE COVERAGE.** The Firm maintains errors and omissions insurance policies that would apply to the legal services contemplated to be rendered to you, as described in this Engagement Letter. The coverage limits of those policies exceed the limits specified in Sections 6147(a)(6) and 6148(a)(4) of the California Business and Professions Code.

11. **FEE DISPUTES.** Except as otherwise provided in this Agreement, the Los Angeles County Superior Court shall have exclusive jurisdiction over fee disputes arising under this Agreement. Client hereby consents and irrevocably submits to the exclusive jurisdiction of the Los Angeles County Superior Court for this purpose. Client agrees that California law will apply to any dispute of any kind arising under this Agreement or in connection with the Firm's legal services.

12. **ARBITRATION OF NON-FEE DISPUTES.** Any dispute, other than a fee dispute described in Paragraph 11, arising out of or relating to this Agreement or the Firm's performance of legal services hereunder, shall be resolved at the request of any party by final and binding arbitration before JAMS to be conducted by a single arbitrator with experience as a California judge. The arbitration will be conducted at a location determined by the arbitrator in Los Angeles County, California, and administered by and in accordance with the then existing Streamlined Rules of Practice and Procedure of JAMS (a copy of these rules will be furnished to Client upon request). In rendering the award, the arbitrator shall determine the rights and

obligations of the parties according to the substantive and procedural laws of California. Client acknowledges that by agreeing to arbitration, Client is giving up the right to a jury trial. Judgment on any arbitration award may be entered by any court of competent jurisdiction.

13. **PAYMENT FROM THIRD PARTIES.** We understand that at times the Firm's statements may be paid from a person or entity other than Client. For example, Client may direct another person or entity to pay some or all of our statements, or we may receive payment from another person or entity pursuant to a court order or otherwise. Although Client will at all times remain responsible for paying all of our statements as provided in this Agreement, Client hereby consents to our Firm's acceptance of any such payments from persons and entities other than Client. The fact that a person or entity has made a payment to our Firm will not give rise to an attorney-client or other relationship between our Firm and any such person or entity, and no such payment will interfere with the Firm's relationship with Client or with the independence of Firm's professional judgment.

14. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any matter which we are handling on your behalf. Our comments about the outcome of your matter are expressions of opinion only. If we should provide you with an estimate of the fees and costs which may be incurred in connection with our representation of you, it is important that you understand and acknowledge that any such estimate is merely an estimate based on numerous assumptions which may or may not prove to be correct and that any estimate is not a guarantee or agreement of what the maximum amount of fees and/or costs will be.

15. **CLIENT.** The Firm's client for the purpose of our representation is only the person or entity identified in this Agreement. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any of their shareholders, partners, officers, directors, agents, or employees.

16. **MISCELLANEOUS.** In the event that you should have any questions regarding any of the foregoing, we encourage you to call us to discuss your questions or concerns. This letter is the entire agreement between the Client and the Firm and may be amended only in a writing signed by the party to be charged with the amendment. Venue for any arbitration or other proceeding shall be in Los Angeles County, California, and California law shall apply.

County of Inyo  
February 3, 2015  
Page 5

Thank you again for choosing our Firm to represent and advise you. Please be assured that we will extend every effort to handle each matter for which we are engaged in a responsive and efficient manner.

Sincerely,

LINER LLP



Dennis S. Roy

WE HAVE READ AND UNDERSTAND THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE THE FIRM FIRST PROVIDED SERVICES.

COUNTY OF INYO

By \_\_\_\_\_  
Name: Matt Kingsley  
Title: Chairperson, Inyo County  
Board of Supervisors  
Taxpayer ID: \_\_\_\_\_



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

16

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

**FROM:** CLERK OF THE BOARD  
**By:** Patricia Gunsolley, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** February 10, 2015

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - Request approval of the minutes of the Board of Supervisors Board Special Meeting of January 22, 2015.

**SUMMARY DISCUSSION:** - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at [www.inyocounty.us](http://www.inyocounty.us).

**ALTERNATIVES:** - Staff awaits your Board's changes and/or corrections.

**OTHER AGENCY INVOLVEMENT:** - n/a

**FINANCING:** n/a

**APPROVALS**

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

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



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER  17
--------------------------------------------------

- Consent Hearing     Departmental     Correspondence Action     Public  
 Scheduled Time for 10:15 a.m.     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES – Emergency Medical Services

**FOR THE BOARD MEETING OF:** February 10, 2015

**SUBJECT:** Emergency Medical Services

**DEPARTMENTAL RECOMMENDATION:**

Recommend Board receive a presentation and letter from Steve Davis, Olancho Fire Chief, regarding emergency medical services, and our local emergency medical services agency out of San Bernardino, the Inland Counties Emergency Medical Authority (ICEMA).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On November 12, 2014, Tom Lynch, ICEMA Administrator, conducted a workshop with your Board to discuss ongoing issues, emerging challenges related to ambulance services, and possible approaches to address these issues, including an upcoming request for proposals (RFP) that ICEMA will be issuing for providing ambulance services for some of the operational areas in Inyo County. The workshop was well attended by local ambulance providers, and local fire chiefs participated in the discussion and shared some preliminary ideas with the Board. A copy of the minutes for the meeting is attached.

The Board asked that Mr. Lynch bring back the draft RFP for Board and community input sooner than later. Chief Davis, on behalf of local fire districts, has expanded on and detailed some of the issues and concerns the chiefs touched on in the November 2014 workshop.

Chief Davis is here today to present his letter to the Board in advance of ICEMA bringing its proposed RFP to the Board for input.

**ALTERNATIVES:**

This presentation can help inform your Board's comments on the upcoming draft RFP.

**OTHER AGENCY INVOLVEMENT:**

ICEMA is the "local EMS agency" and per the Board-approved Joint Powers Agreement (JPA) – with San Bernardino and Mono Counties -- has the responsibility for developing the RFP. The JPA provides for local Board of Supervisors' input into the selection of ambulance providers. ICEMA continues to work cooperatively to address Board concerns.

**FINANCING:**

There is no cost associated with this request, and this is not a County financial obligation.

**APPROVALS**

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

*Jean Turner*

Date: *2-3-15*

# INYO COUNTY FIRE CHIEFS INYO COUNTY, CA

January 22, 2015

Inyo County Board of Supervisors  
P O Drawer N  
Independence, CA 93526

Emergency Medical Services in Inyo County.

Honorable Board:

As you are aware, EMS has been brought to the forefront recently with Mr. Lynch of ICEMA presenting to your board in regard to the upcoming RFP process. In light of the information presented, we felt it appropriate to take some time to better clarify and describe our EMS system as it stands today. We would also like to give you our thoughts and recommendations as to where we think we should be headed and things we could do to enhance our system in a cost effective way. It is all well and good to propose grand plans for Inyo County, but if there isn't a clear path to financial sustainability it will only damage our system in the long term. Also, we feel the picture that was painted for your board may not accurately portray our system as it stands today.

For several decades, the majority of our county has been served by the volunteer fire departments for its EMS needs. Even many years ago, when reimbursement for ambulance transports was much better no company or entity has been able to sustain itself based on the call volume and reimbursement available (with the exception of Bishop). Due to reimbursement cuts and the uncertainty of where we may be headed, that is even more the case today. While there MAY be opportunities ahead to make expanded services more solvent in the future, the fact is no one can accurately predict where we are headed. This is why the Inyo County Fire Chiefs support making no commitment to any service design or model that could potentially expose us to an unknown financial obligation. We also cannot support any system redesign that would potentially erode the progress we have made in the recruitment and retention of our current volunteer responder base. While it is true that in the past there have been challenges in both adequate staffing and training, much of this has been overcome by the efforts of the leadership of our volunteer fire agencies. You however, will never hear us say "we have enough volunteers" because that defeats the progress we have made. We will always be working on recruiting and retaining more staff.

That having been said, it is a fact that the volunteers remain the only known viable system for our county. No matter what happens, we are better positioned financially to continue to provide service. That can't be said of any type of paid, private service. For those reasons we cannot and will not support any shift towards any service model that does not have clearly defined funding.

Without going into too much detail, it is important to note that much of the county is served by either Advanced Life Support or Limited Advanced Life Support services. Bishop, Big Pine, Lone Pine, Olancho and Tecopa Shoshone all have some level of ALS care. This all with little or no cost to the county. We want to continue to support that growth.

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INYO COUNTY  
ADMINISTRATOR  
CLERK

Our recommendations are as follows:

1. First and foremost, do not wait any longer to begin the RFP process. This isn't rocket science and could be started and finished prior to the expiration of the current contract extensions. Consider a 5 year term to allow some time for the system to stabilize, but not so long that we can't take advantage of any progress that is made. Then we can revisit possible enhancements, changes and/or improvements to the system.
2. Consider working with the Sheriff's Office and an existing Emergency Medical Dispatch Center in the ICEMA region to develop a 9-1-1 medical call transfer program so callers in Inyo can receive pre-arrival instructions such as how to do CPR or other lifesaving measures prior to the ambulance arrival.
3. Consider working with the Health Department and Sheriff's Office to develop and fund a 1<sup>st</sup> Responder AED program for the Sheriff's Deputies and other law enforcement agencies.
4. Request ICEMA develop automatic dispatch protocols for Advanced Life Support Backup for those agencies that are not providing ALS. While for the most part, BLS agencies are good about requesting ALS, automatic dispatch would cut several minutes from patient time to ALS intervention.
5. Request that your board have representation on the ICEMA governing board. It seems inappropriate that we are not represented on a board that controls our entire EMS system in our county.
6. Demand from ICEMA an accounting of exactly how the state general fund money attributed to the region is being spent and what portion of that money actually benefits the rural EMS system in Inyo and Mono Counties.
7. For Tecopa and Shoshone, Southern Inyo Fire Protection District truly is the only thing standing between a viable EMS response for that area and a 1 to 1.5 hour wait for an ambulance. Teetering on the brink of financial disaster nearly all the time doesn't make it any easier to continue operations. Anything the board and ICEMA can do is well worth the effort. There is no cheaper way to provide this much needed service.
8. We need to demand from ICEMA that they provide some level of support to Inyo County Providers, not just a regulatory role. When the EMS Region concept was enacted, the goal was that through cooperation, a higher level of expertise and competence could be attained throughout rural areas like Inyo. ICEMA receives nearly \$300,000 per year to operate as a region that they will lose if either Inyo or Mono leaves the region. They do very little for Inyo and Mono that they wouldn't have to do anyway for San Bernardino. Its time for ICEMA to step up and fulfill their obligation to provide assistance and support, not just regulation for the providers in Inyo. We have seen some protocols change twice and then be eliminated all in the same year. All with zero support from ICEMA in the areas of education and training. This needs to change.

Additional opportunities ICEMA could potentially help with: EMS system improvement/development in Inyo:

- Positive presence: The routine presence of ICEMA staff in Inyo to interact with local providers, to give feedback and educate volunteers on EMS best practices. Not in a punitive way, but rather in a supportive role. Inyo's providers are rarely exposed to the benefit of the perspectives of providers from much busier, high performance systems such as San Bernardino. Their presence and support could raise the bar for local providers.
- Quality Improvement: Every agency has a quality improvement program, but little or no real review of runs, outcomes or care provided. Northern Inyo Hospital provides some of this to the [Paramedics in](http://www.paramedicsin.org) Bishop, but these reviews are primarily aimed at the local medics and not really for the BLS providers in

the areas outside of Bishop. Additionally, the times these reviews are held are not feasible for working EMTs to attend. Also travel is an issue.

- Education: ICEMA used to occasionally provide continuing education opportunities for Inyo County providers. That has dried up over the last few years and is essentially non-existent. It is of great benefit to have experienced EMS Coordinators from the EMS Agency providing on-going training opportunities to our local providers.
- Provider training programs: ICEMA has a great deal of expertise in the area of training programs and could assist Inyo providers in developing programs such as an Emergency Medical Responder training program. Instead we are made to start from scratch and not only are provided no help, but are treated rudely when we call in regard to what we have submitted.

The things listed here are doable, would make our system substantially better, are cost effective and sustainable. As previously stated, it's time to look at what we can afford to do to enhance our system and not jeopardize the infrastructure we have taken decades to build.

Thank you for your attention to our concerns.

Respectfully:

  
Steve Davis, Paramedic  
Fire Chief, Olancha

THIS CORRESPONDENCE IS SENT ON BEHALF OF AND WITH THE APPROVAL OF ALL VALLEY FIRE DEPARTMENTS AND THEIR RESPECTIVE FIRE CHIEFS:

Fire Chief Steve Davis, Olancha Cartago Fire Department  
Fire Chief LeRoy Kritz, Lone Pine Fire Department  
Fire Chief Joe Cappello, Independence Fire Department  
Fire Chief Damon Carrington, Big Pine Fire Department  
Fire Chief Ray Seguire, Bishop Fire Department

# MINUTES

## County of Inyo Board of Supervisors

**Wednesday, November 12, 2014**

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:30 a.m., on Wednesday (day after Veterans Day Holiday), in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Rick Pucci presiding, Linda Arcularius, Jeff Griffiths, Mark Tillemans and Matt Kingsley.

- Pledge Supervisor Griffiths led the Pledge of Allegiance.
- Public Comment The Chairperson announced the public comment period and there was no one from the public wishing to address the Board.
- Museum/MOU for Roof Rehab at Laws Museum Depot Building Moved by Supervisor Tillemans and seconded by Supervisor Arcularius to 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. Motion carried unanimously.
- Library/Branches Holiday Closures Moved by Supervisor Tillemans and seconded by Supervisor Arcularius to authorize the closure of the Bishop, Big Pine, Independence, and Lone Pine Library branches on Saturday, November 29, 2014, for the Thanksgiving Holiday. Motion carried unanimously.
- Motor Pool/ Winnebago Surplused Moved by Supervisor Tillemans and seconded by Supervisor Arcularius to A) declare a 1967 Winnebago as surplus; and B) authorize the Senior Deputy County Administrator to sign any documents to dispose of this vehicle. Motion carried unanimously.
- Parks/Truck Purchase Moved by Supervisor Tillemans and seconded by Supervisor Arcularius to 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. Motion carried unanimously.
- Integ. Waste/ Forklift Purchase Moved by Supervisor Tillemans and seconded by Supervisor Arcularius to 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. Motion carried unanimously.
- Resol. #2015-52/ Mt. Whitney Fish Hatchery Waiver of Fees On a motion by Supervisor Tillemans and a second by Supervisor Arcularius, Resolution No. 2015-52 was approved, authorizing the waiver of up to \$500 in disposal fees for the Friends of the Mt. Whitney Fish Hatchery for green waste disposal at the Independence Landfill once per month for green waste clean-up at the Mt. Whitney Fish Hatchery: motion unanimously passed and adopted.
- HHS-Behavioral Hlth. Serv./Drug Medi-Cal Provider Agreements Moved by Supervisor Tillemans and seconded by Supervisor Arcularius to approve 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. Motion carried unanimously.
- Planning/Helix Environmental Planning Contract Moved by Supervisor Tillemans and seconded by Supervisor Arcularius to approve 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. Motion carried unanimously.

Mr. Carunchio also explained that staff will bring back a resolution memorializing the actions of the Board. Supervisor Griffiths questioned the process for not collecting fees at the landfill, saying that he had been informed by a VFW member that in the past, the person from the Post would just identify themselves at the gate and they were waived through with no fees being charged. The County Administrator clarified that the Board of Supervisors is the only entity that can waive disposal fees, and said that he would look into the matter further. Moved by Supervisor Griffiths and seconded by Supervisor Arcularius to waive the solid waste fees for the Veterans of Foreign Wars of the U.S. Bishop Post 8988 (VFW Bishop) disposal of construction and demolition materials, associated with the sidewalk rehabilitation project, at the Bishop Sunland Landfill and direct staff to bring back a resolution establishing a \$500 cap on the waiver and requiring that the waste be separated per County code. Motion carried unanimously.

**Parks/Tecopa Hot Springs Negotiation for Concessionaire** The County Administrator provided additional information and further justification for the request to pursue negotiations for a concessionaire for the Tecopa Hot Springs Campground and Pools. He explained that the RFP resulted in two local respondents. He said that the local citizenry were provided an opportunity to comment on the RFP responses, and that after a thorough review the consensus was that one application was the most responsive. He said staff is requesting an opportunity to negotiate with that respondent regarding the concession of the Tecopa Hot Springs Campground and Pools. Moved by Supervisor Kingsley and seconded by Supervisor Tillemans to authorize the County Administrator or his designee to negotiate for the concession of the Tecopa Hot Springs Campground and Pools. Motion carried unanimously.

**HHS-EMS/ICEMA Workshop on Emergency Medical Services** The Chairperson recessed open session at 9:10 a.m., to immediately convene in a workshop, with all Board Members present, with staff from Inland Counties Emergency Medical Authority (ICEMA) to hear an overview of local, state and national emergency medical services in the context of a changing regulatory landscape, current and anticipated problems, and consideration of options for moving forward. Tom Lynch, Executive Director of ICEMA, concluded his presentation with several models for maintaining EMS services in Inyo County, including maintaining the current multiple operating area (OA) model; combining the current OAs into one or two larger operating areas; and designing the upcoming request for proposal process to encourage public private partnerships as a way of increasing paramedics available for advanced life support services. The County Administrator clarified that, under Option 2, the County's fire districts could band together in some sort of Joint Powers Authority and submit a unified bid and, if they did so, grandfathered districts need not lose their grandfathered status. Mr. Lynch concurred. During the public participation portion of the workshop, Chief Steve Davis of the Olancho Fire Department said that several of the departments have gone a long time, in a couple of cases a year or longer, without receiving any reimbursement from billing and they are still hear and still been able to sustain the service. The Chairperson recessed the workshop at 12:10 a.m., to reconvene in open session with all Board Members present.

**HHS-EMS/ICEMA RFP for local Emergency Ambulance Service** The Board and staff discussed the proposed request for proposals being developed by ICEMA for local emergency ambulance services. The County Administrator suggested that if what the Board heard from Chief Davis of the Olancho Fire Department that the system we have is financially sustainable then Option 1 is the best recommendation to maintain the status quo. He went on to say that if that is not the case, then there is a need to continue to explore viable options for continuing to provide local emergency ambulance services within the parameters of California law. The Board, Mr. Lynch, members of the audience, and staff continued to discuss in great detail and at length which constituted 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. The consensus of the Board was that the ICEMA staff would work with the County Staff and local providers to develop an RFP that emphasized the existing local infrastructure while providing flexibility to respond to the challenges discussed during and after Mr. Lynch's presentation. The Board asked that the amended RFP be brought back for further public discussion and consideration by the Board.

**Recess/Reconvene** The Chairperson recessed the regular meeting at 12:40 p.m., to reconvene at 2:15 p.m., in open session, with all Board Members present.

**County Department Reports** The Chairperson announced the County Department Report period and there were no reports forthcoming.

this item forward for a decision. The Board and staff continued to discuss the project, including SB18 consultation with the Tribes; CEQA requirements, landscaping, the possibility of to the extent possible moving the project to the east of the site and making the panels close to the road low-profile; water usage; construction methods; cultural resources surveys and the timing of those surveys; and LADWP Feed and Tariff. The Chairperson closed the public hearing at 4:20 p.m.

The Board continued to discuss the project in detail and at length, with several Board Members noting that during the meetings on the REGPA, members from the public, some of whom are in the audience and who have spoken today, asked that renewable energy projects in the Owens Valley, be kept under 20 megawatts, be sited near the communities, and sited on already disturbed lands, which is what this project is and does. The Board discussed the water source for the project, with the consensus of the Board Members to make it the preference of the applicant as to the water source that is used. In response to a question regarding the countywide applicability of the General Plan Amendment, Mr. Hart clarified that if an applicant wanted to apply this land use designation overlay, they would have to go through a "General Plan Amendment" process.

On a motion by Supervisor Kingsley and a second by Supervisor Griffiths, Resolution No. 2014-54 was adopted approving General Plan Amendment #2013-01/Munro Valley Solar, LLC, as recommended by staff, including the modifications to the language for the Updated Mitigation for Cultural Resources as stated in Exhibit D; and as amended as follows: (a) to the extent possible have the project moved as far east on the site as possible; (b) to the extent possible have the panels located closest to the highway be as low profile as possible; (c) leave the water source to be used to the preference of the applicant; and (d) ensure that Phase II of the Cultural Survey is completed before a building permit is issued; and certifying that the requirements of the California Environmental Quality Act (CEQA) have been met for the project as amended. Motion carried unanimously.

Adjournment

The Chairperson adjourned the meeting at 5:15 p.m., to 8:30 a.m., Tuesday, December 2, 2014 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

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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**  
  
18

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

**FROM: Water Department**

**FOR THE BOARD MEETING OF: February 10, 2015**

**SUBJECT: Briefing on the Sustainable Groundwater Management Act**

**DEPARTMENTAL RECOMMENDATION:**

The Water Department requests your Board receive a briefing on the recently adopted Sustainable Groundwater Management Act.

**SUMMARY DISCUSSION:**

The Water Department has prepared a presentation on the Sustainable Groundwater Management Act, which became law on January 1, 2015. Attached are a time line for implementation slides from the presentation with speaker's notes.

**FINANCING:**

N/A

**APPROVALS**

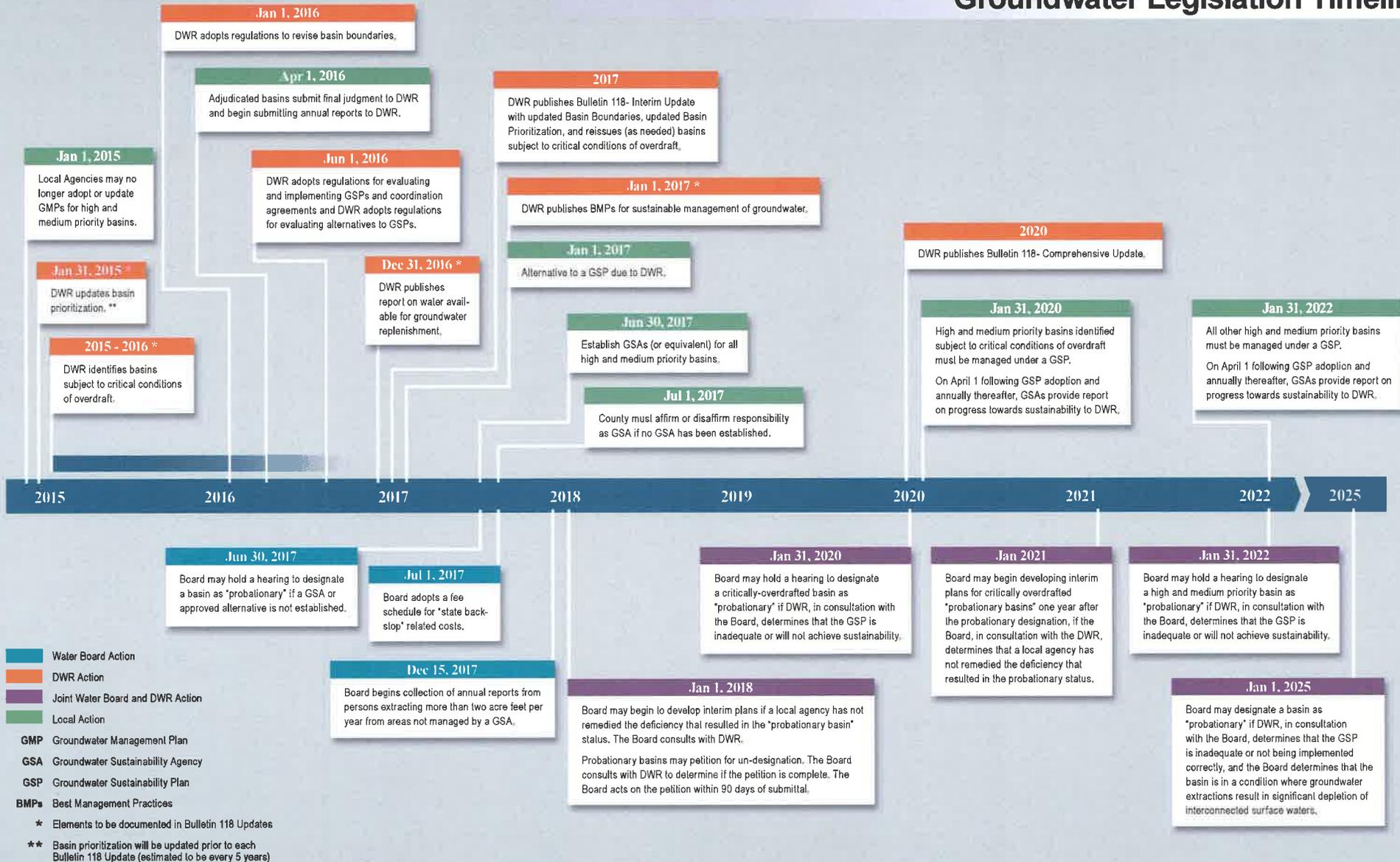
COUNTY COUNSEL:  <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date: _____
AUDITOR/CONTROLLER:  <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must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

*Robert Young*

Date: 1/30/2015

# Groundwater Legislation Timeline



### **Sustainable Groundwater Management Act**

Consists of three bills, AB 1739, SB 1168, and SB 1319, signed by Governor Brown on September 16, 2014.

#### **Legislative Intent:**

- To provide local and regional agencies the authority to sustainably manage groundwater.
- To provide that if no local groundwater agency or agencies provide sustainable groundwater management for a groundwater basin or subbasin, the state has the authority to develop and implement an interim plan until the time the local groundwater sustainability agency or agencies can assume management of the basin or subbasin.
- To require the development and reporting of those data necessary to support sustainable groundwater management, including those data that help describe the basin's geology, the short- and long-term trends of the basin's water balance, and other measures of sustainability, and those data necessary to resolve disputes regarding sustainable yield, beneficial uses, and water rights.
- To respect overlying and other proprietary rights to groundwater, consistent with Section 1200 of the Water Code.
- To recognize and preserve the authority of cities and counties to manage groundwater pursuant to their police powers.

This past September, the State adopted a significant piece of legislation aimed at regulating and managing groundwater use in California. This legislation was and still is very controversial. Up until this legislation, California has been the only western state without a state regulatory framework for groundwater management. Generally, prior to this legislation, any regional or basin-wide coordination of pumping was imposed through litigation and adjudication of groundwater rights through the courts – a time consuming, unpredictable, and expensive process. California's previous groundwater management has been characterized as "you can pump until a judge tells you to stop."

This is the legislature's intent, taken verbatim from the legislation – provide for local agencies to manage groundwater, provide that the state can step in if local agencies fail, require reporting of data to the state, don't affect water rights, and don't infringe on local government's police powers to regulate groundwater.

**Goal.** The aim of the legislation is to have groundwater basins managed within the “sustainable yield” of each basin. The legislation defines “sustainable groundwater management” as the management and use of groundwater in a manner that can be maintained during the planning and implementation horizon without causing an “undesirable result,” which is defined as any of the following effects occurring throughout the basin:

- Chronic lowering of groundwater levels
- Significant and unreasonable reductions in groundwater storage
- Significant and unreasonable seawater intrusion
- Significant and unreasonable degradation of water quality
- Significant and unreasonable land subsidence
- Surface water depletions that have adverse impacts on beneficial uses of surface water

Under the new legislation, groundwater basins will be managed for “sustainable yield” in each basin, where sustainable yield is the amount of pumping that can be done while still avoiding “undesirable results.” Undesirable results are defined in the legislation as chronic lowering of groundwater levels, reductions in groundwater storage, seawater intrusion, degraded water quality, land subsidence, and adverse effects on use of surface water, where these effects occur throughout a basin.

**LOA (list of acronyms)**

**DWR** – California Department of Water Resources.

**GSA** – Groundwater sustainability agency. Local agency undertaking groundwater management.

**GSP**- Groundwater sustainability plan. A plan adopted by a GSA to manage groundwater.

**GW** – Groundwater.

**SGMA** – Sustainable Groundwater Management Act. The new groundwater law.

**SWRCB** – State Water Resources Control Board.

Naturally, the new law, the SGMA or sigma, has generated its own set of acronyms. Particularly, there is a lot of reference to GSAs, groundwater sustainability agencies, which are the local agencies implementing the SGMA, and GSPs, which are the plans adopted by GSAs to implement the SGMA.

**Local Agencies.** The Sustainable Groundwater Management Act provides local groundwater sustainability agencies (GSAs) with tools and authority to:

- Require registration of groundwater wells
- Measure and manage extractions, including limiting extractions
- Require reports and assess fees
- Request revisions of basin boundaries, including establishing new sub-basins

GSAs responsible for high- and medium-priority basins must adopt groundwater sustainability plans (GSPs) within five to seven years, depending on whether the basin is in critical overdraft. Agencies may adopt a single plan covering an entire basin or combine a number of plans created by multiple agencies. Notification and inclusive public process to become GSA. Responsibility defaults to counties. Preparation of groundwater sustainability plans is exempt from CEQA.

**State Agencies.** The California Department of Water Resources (DWR) has several tasks under the Sustainable Groundwater Management Act. It must:

- Designate basins as high, medium, low or very low priority by Jan. 31, 2015
- Adopt regulations for basin boundary adjustments by Jan. 1, 2016
- Adopt regulations for evaluating adequacy of GSPs by June 1, 2016
- Publish report estimating water available for groundwater replenishment by Dec. 31, 2016
- Publish groundwater sustainability best management practices by Jan. 1, 2017

The intent of the legislation is for local agencies have the tools and authority to manage basins in their jurisdictions. Local agencies will apply to DWR to be “groundwater sustainability agencies,” develop “groundwater sustainability plans,” and have authority to register groundwater wells, require reporting of groundwater pumping rates, limit extractions, and assess fees to implement sustainability plans. “Groundwater sustainability plans” will be required in basins designated as medium or high priority by DWR, and optional in other basins. DWR has responsibilities for setting up the process for adjusting basin boundaries, developing methods for evaluating sustainability plans, estimating the amount of water available for groundwater replenishment, and defining best management practices for groundwater sustainability.

**State Review and Intervention.** The State Water Resources Control Board may intervene if a GSA is not formed or it fails to adopt or implement a plan by certain dates. DWR is tasked with reviewing GSPs for adequacy after they are adopted at the local level. If DWR determines in its review that a GSP is not adequate, the State Board may designate the basin as “probationary.” If the local agency does not respond within 180 days, the State Board is authorized to create an interim plan that will remain in place until a local GSA is able to reassume responsibility with a compliant plan.

**Adjudicated Basins.** The Sustainable Groundwater Management Act does not apply to adjudicated basins that are managed by the courts. The SGMA provides that any groundwater basin or portion of a groundwater basin in Inyo Co. managed pursuant to the Inyo/LA Water Agreement is considered adjudicated.

**Financial Assistance** Proposition 1 provides \$100 million that may in part be used for development and implementation of sustainable groundwater management plans by local agencies.

**More Information:**

Association of California Water Agencies site:

<http://www.acwa.com/content/groundwater/groundwater-sustainability>

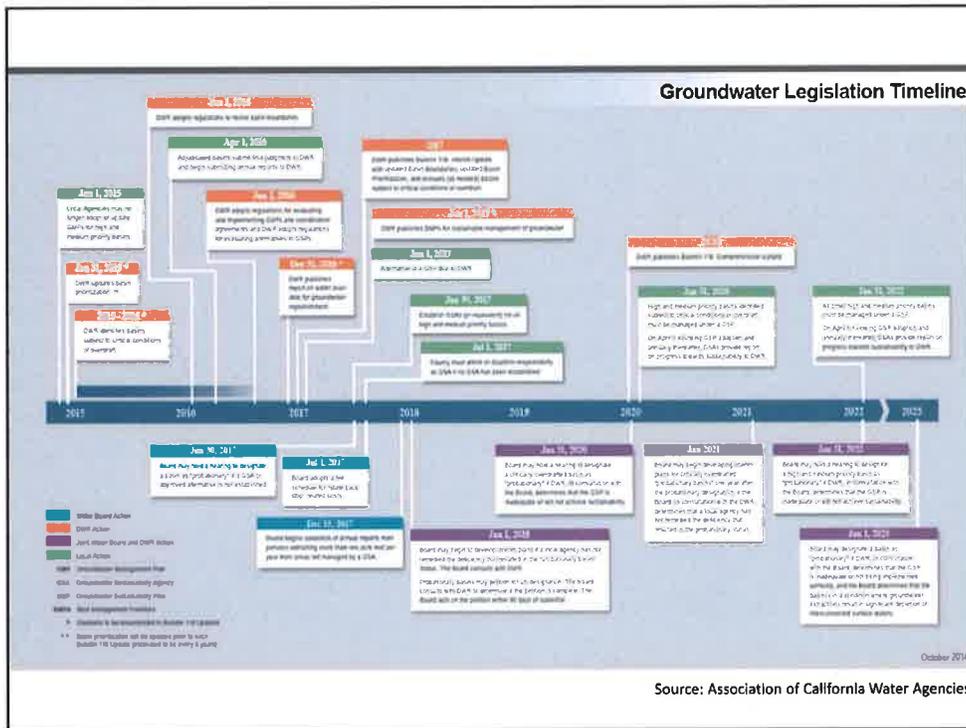
Full text of AB 1739, SB 1168, and SB 1319 (search by bill):

<http://leginfo.legislature.ca.gov> (or contact the Water Department)

If local agencies aren't established as groundwater sustainability agencies, don't develop plans, develop plans that DWR determines aren't adequate, or don't implement their plans, the state may intervene and designate a basin as “probationary” and the State Water Resources Control Board is authorized to create an interim plan that is in effect until a local agency reassumes responsibility with a compliant plan. This would be a very undesirable event for a local agency – the Water Board would impose an interim plan on a basin and send the bill for their costs to the local agency.

Adjudicated basins are exempt from the legislation. Adjudicated basins are areas where rights to groundwater have been determined by the Courts through litigation between entities within a basin. Such basins are deemed to have sustainable groundwater management already imposed upon them by the courts. Under the SGMA, any groundwater basin or portion of a groundwater basin in Inyo Co. managed pursuant to the Inyo/LA Water Agreement is considered adjudicated. There are annual reporting requirements for adjudicated basins. The water bond, which was passed by the voters in November, provides some funding for developing plans.

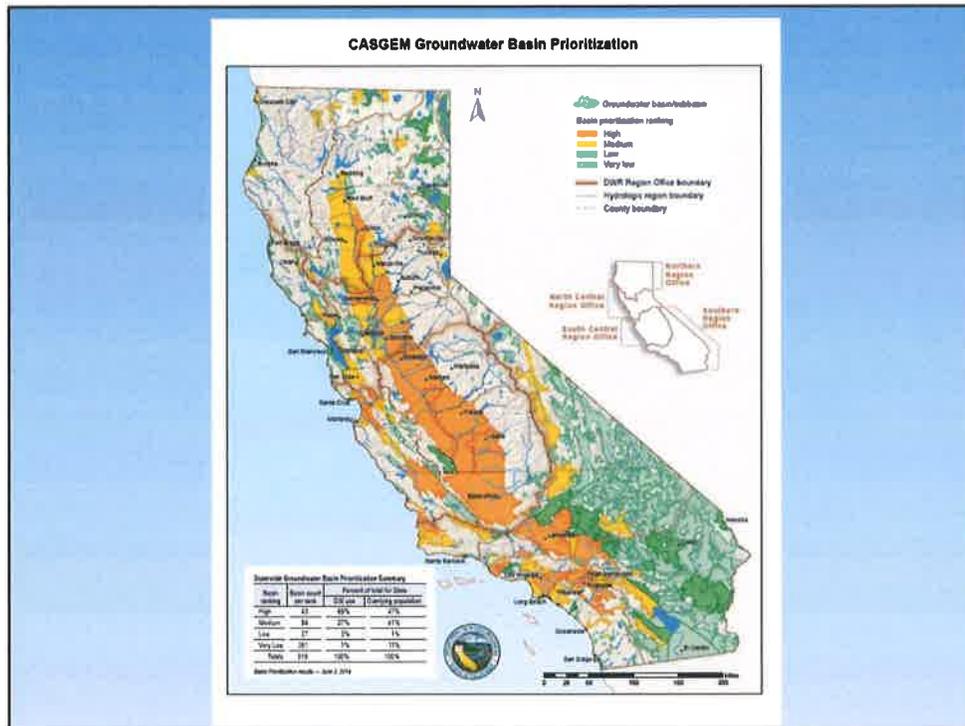
For more information, the Association of California Water Agencies web site has a lot of good information concerning the legislation, and of course the text of the legislation is available on the legislature's web site.



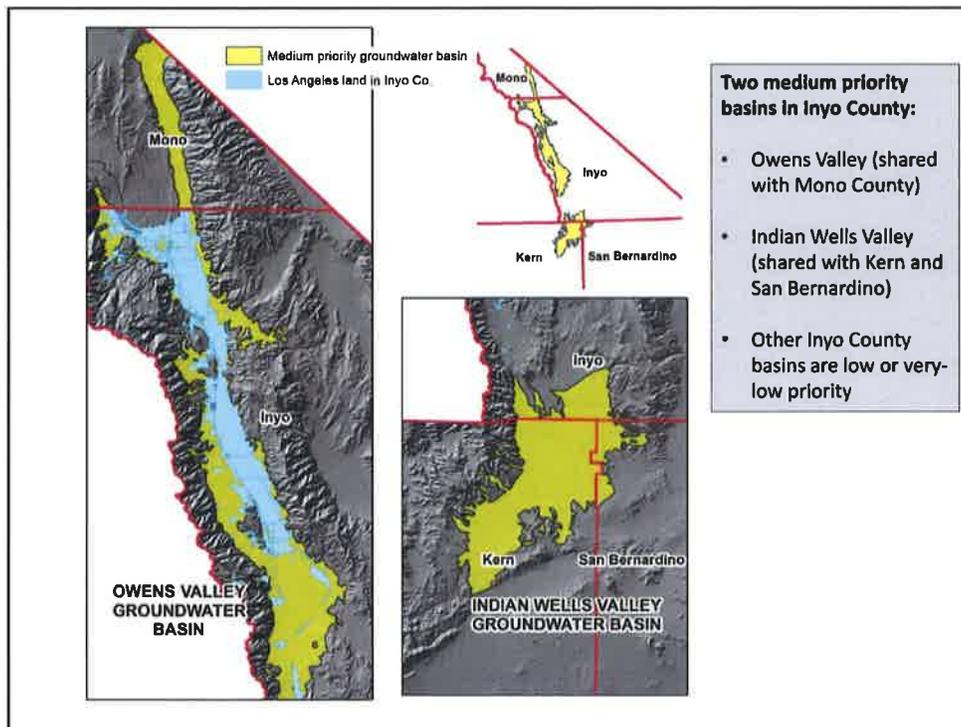
Here is a timeline for implementation of the legislation. There's a daunting number of timeline milestones here, and there's too much fine print on here to read on the screen, but to get a sense of all the moving parts, tasks indicated in green are responsibilities of the local agencies, tasks in orange are responsibilities of DWR, tasks in blue are state water board actions, and tasks in purple are joint responsibilities of DWR and the water board. DWR has already adopted a basin priority map. By April 1, 2016, adjudicated basins have to have their adjudication documents submitted to DWR. Since LADWP land in Inyo County is treated as adjudicated, but we don't have a formal court adjudication, it's yet to be determined what we need to submit, if anything, to the state to satisfy this requirement. By 2017, sustainability agencies will be identified for high and medium priority basins, and if no sustainability agency is identified, counties have to affirm or disaffirm responsibility. 2020 and thereafter, plans will be in place in medium and high priority basins, or the probationary basin mechanisms will kick in where the state water board will develop interim plans for non-compliant basins.

#### **Counties and the Sustainable Groundwater Management Act.**

- General plan adopters/amenders need to notify GSAs of changes to general plans; GSAs need to notify general plan adopters/amenders of changes to sustainability plans.
- If part of a groundwater basin is not within the area managed by a GSA, the county is "presumed" to be the GSA for the unmanaged area. Counties may notify DWR that they decline to be GSA for such an area, which likely would result in SWRCB imposing an interim plan.
- GSAs may authorize groundwater extraction transfers. Such transfers are subject to county ordinances.
- Well permits remain under county authority.
- SGMA does not supersede land use authorities of cities and counties.
- GSAs must notify and consult with counties prior to adoption or amendment of plan.

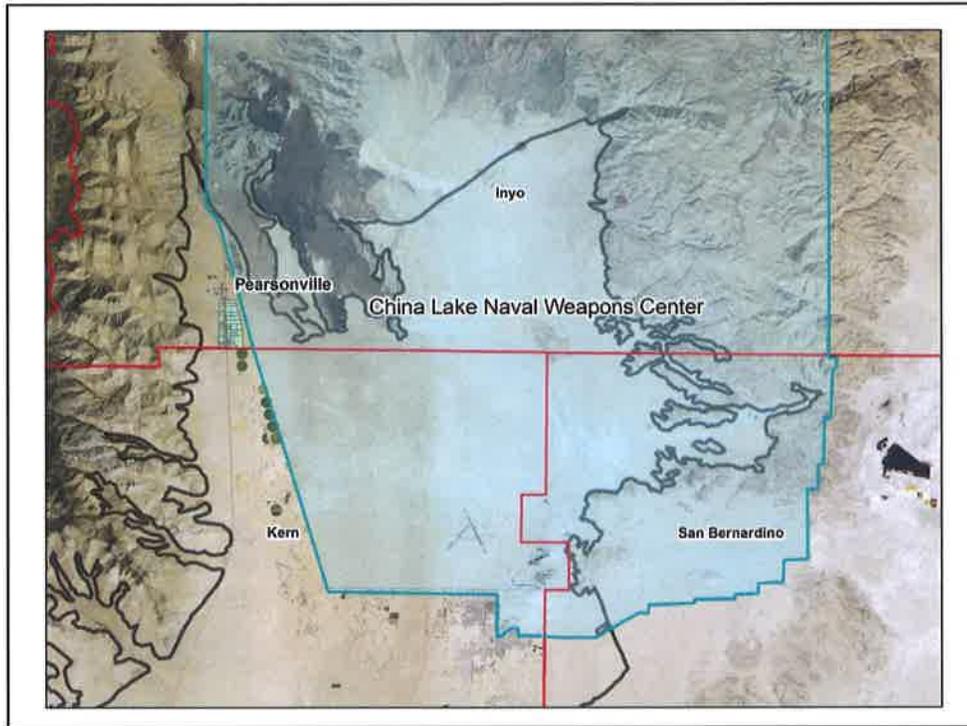


This is a map showing DWR's groundwater basin priorities for the State. Green indicates low and very low priorities, yellow indicates medium priority, and orange indicates high priority. DWR based the prioritization on a number of factors such as overlying population, population trends, number of wells, amount of irrigated agriculture, reliance on groundwater, and presence of adverse effects from pumping. 127 of the State's 515 basins are considered medium or high priority. This map gives a sense of the extent of groundwater problems in the state, with the primary problem areas being San Joaquin Valley, the coastal agricultural valleys, and metropolitan southern California. As noted before, groundwater sustainability plans are required for medium and high priority basins.



In Inyo County, we have two medium priority basins – Owens and Indian Wells Valleys, both of which span county lines. Owens spans the county line into Mono County because, according to DWR’s mapping of groundwater basins, Chalfant, Hamill, and Benton Valleys are included in the Owens Valley groundwater basin. LA’s land, shown in blue, is recognized in the legislation as being managed under the Long-Term Water Agreement, so no additional sustainability plan is required. For adjudicated basins, there is a requirement for annual reporting of groundwater elevations, groundwater usage, overall water usage, and change in groundwater storage for the portion of the basin managed under the Water Agreement. We’ll be looking for clarification from the State as to how those requirements apply to LA land.

To manage basins that lie within multiple jurisdictions, the legislation allows for multiple plans in a single basin managed through a “coordination agreement”, or multiple agencies can for a joint powers authority or enter into a MOA and develop and together develop a single plan. That sort of arrangement probably makes sense in Indian Wells, where the majority of activity is in Kern County, but portions of the basin lie in Inyo and San Bernardino. The legislation also has provisions for adjusting basin boundaries. That probably makes sense in the case of Owens, where there is a good hydrogeologic basis to consider the basins north of Laws as a separate basin from Owens Valley proper. Alternatively, there could be separate plans for Owens Valley and the Tri Valleys area in Mono County, with the two plans managed through a coordination agreement.



Zooming in a little on Indian Wells Valley, the irregular dark grey line is bet basin boundary, it's shared by three counties, the Inyo Co. portion is mostly in China Lake Naval Air Weapons Station in pale blue, but there is some private property in the Pearsonville area, about a thousand acres.

**Issues:**

- Adjudicated basins required to submit documents and reports starting 4/1/16. Statute not clear how or what this requires regarding Water Agreement exemption.
- As medium priority basins, Owens and IWV require sustainability agencies established by 6/30/17. Not much guidance yet how to do this. Who should be the sustainability agency? DWR developing regulations and guidelines.
- How to develop plans in multi-jurisdictional basins? Options are:
  - One agency develops plan for entire basin.
  - Multiple agencies develop single plan for a basin.
  - Multiple agencies with multiple plans coordinated through coordination agreement for a basin.
  - Revise basin boundaries and proceed with above (process in place by 1/1/2016).
  - Alternative submittal (by 1/1/2017).
- How does SGMA apply to LADWP's proposed pumping at Owens Lake? LADWP and County are in disagreement over applicability of Water Agreement to Owens lake. Proposed pumping involves pumping on State land. Exempt if subject to Water Agreement, if not status unclear.

This law just took effect on Jan. 1, and the next 24 months or so will largely be spent figuring out the procedures for implementing the law. DWR has a lot of work to do developing regulations and guidelines. In the mean time, we need to figure out what our obligations are under the special provision that LA land is treated as adjudicated. Adjudicated basins are required to submit their adjudicating judgement from the court and make annual reports of gw elevation, pumping, recharge, water use, and change in gw storage. It's not clear how these apply to the special provision for LA land – are we required to do this?, reporting schedule in SGMA differs from that in Water Agreement reporting, who reports?, etc.

The process for establishing sustainability agencies is not fully established. There are likely to be conflicts and disputes over how these agencies are established. Who has responsibilities, who is eligible, who exercises what authorities, etc.

Once an agency or agencies are established, decisions need to be made as to how a plan will be formulated. There are a number of options – single agency/single plan, multi-agency/single plan, multi-agency/multi-plan, change the basin boundaries, or some other alternative.

How does this affect LA's plans for Owens Lake? We're currently in disagreement with LA over whether the Water Agreement applies to Owens Lake pumping, we don't know how the new law applies to state land. The SGM Act may be a useful tool for managing Owens Lake pumping, but we don't know how yet.

**Recommendations – Owens Valley:**

- Work with LADWP and DWR to submit required adjudication documents by April 1, 2016. Required per “adjudicated” status of LA land. Continue gathering information to determine our requirements for Owens Valley as an “adjudicated” basin, how to adjust basin boundaries, how to meet reporting requirements.
- Seek to change basin boundary to place Chalfant, Hamill, and Benton valleys in a separate basin or basins. Submittal must address sustainable management of proposed basin, how proposed basin would limit **sustainable management** in adjacent basins, **assess whether here is a history of sustainable GW management in proposed basin.** May affect priority of basin. DWR process in place by January 1, 2016.
- Determine authorities provided by SGMA related to Owens Lake and federal land.
- Pending more information, Inyo Co. should prepare to be sustainability agency for IC portion of Owens Valley. Counties presumed to be GSA in absence of other parties electing to be GSA. Requires public hearing, public outreach, Board resolution, and notice to DWR by June 30, 2017.

It's necessary submit documents related to the Water Agreement to DWR. Concerning the Owens/Tri Valley boundary, probably the most sensible solution is going to be to seek a boundary adjustment dividing the Tri Valley area from the Owens Valley proper, but we still need the details as to how that process would be undertaken.

We also need to work with other entities within the Owens Valley to develop a plan for the Owens Valley proper. The special provision treating LA land as adjudicated takes care of the majority of the pumping in OV, but there still should be a plan for the remainder, particularly if LA proceeds with plans to develop GW on state land at Owens Lake. Alternatively, if the basin is made low priority in DWR's next phase of prioritization, a plan would not be necessary. If LA adopts the Owens Lake advisory committee's recommendations for GW development, there is a good start toward a management plan for Owens Lake that could be incorporated into a sustainability plan, so we'll need to track LA's master project development and DWR's implementation of the SGMA to make sure the two will mesh.

**Recommendation – Indian Wells Valley:**

- Continue discussions regarding sustainability agency roles with IWV entities (CLNAWS, IWVWD, Kern Co., Ridgecrest, IWV groundwater monitoring group). Kern/IWVWD/Ridgecrest should take have the bulk of responsibility, but Inyo Co. should stay involved through some sort of joint agreement.

For the immediate future, we'll be tracking DWR's development of regulations and guidelines and gathering information to try and answer some of these questions. As DWR progresses, we'll also be communication with other entities involved in Owens and IW valleys to get a feel for where each party wants to go when we get down to establishing sustainability agencies and developing plans. In IWV, the bulk of the pumping takes place in the Kern Co. part of the basin, so I would expect Kern, Ridgecrest, CLNAWS, and IWVWD to be taking the lead, but we should stay involved. The multi-agency/single plan route probably makes sense in IWV, with Kern County taking the lead.

## Big dreams for narrow gauge SP steam engine

Volunteers restore a 3-foot-gauge Ten-Wheeler to operating condition

Volunteers in Independence, Calif., work on Southern Pacific narrow gauge 4-6-0 No. 18 inside a tent. Top, David Lustig; Bill Poole

**A long-silent remnant** of Southern Pacific's narrow gauge operation is coming back to life. Volunteers with the nonprofit Carson & Colorado Railway are putting Southern Pacific 3-foot-gauge 4-6-0 No. 18 back into operating condition.

The locomotive is located in Independence, Calif., a town of less than 700 in eastern California's Owens Valley. This is near the southern end of the original Carson & Colorado, a 300-mile narrow gauge line that began in 1883. Southern Pacific acquired the railroad in 1900. Despite a main line that stretched from a connection with the standard gauge Virginia & Truckee at Mound House, Nev., 20 miles from Reno, to Keeler, Calif., about 100 miles northeast of Mojave, the Carson & Colorado managed to avoid almost every population center in between. It even missed Independence, which was a couple of miles west. SP eventually built a standard gauge branch from Mojave to Owenyo, just outside of Lone Pine, Calif.

Baldwin built No. 18 for the Nevada-California-Oregon Railway in 1911, and it came to the SP in 1926. The locomotive remained in operation until 1954, when SP dieselized what remained of the narrow gauge. SP ended all narrow gauge operations in 1960. Except for today's Carson & Colorado, and another narrow gauge railroad museum 60 miles north in Laws, it's been quiet in the Owens Valley ever since.

Now, after decades sitting in Independence's Dehy Park and a restoration effort that began in the 1990s, No. 18 should be

back in steam by the end of 2015, says C&C President Dave Mull. "When we first started working on it 17 years ago, we realized it was actually in pretty good condition," he says. "There were a couple of appliances that had very little time on them."

Randy Babcock, the group's vice president who also is a machinist with Colorado's Durango & Silverton, figures the restoration will return No. 18 to 85 to 90 percent of its original specifications. "They retired it in good operating order," Babcock says. "In its last few years of operation there were some patches made to keep it running a few more years with the knowledge it was not going to be around much longer."

The group has replaced all 192 of the locomotive's 2-inch-diameter, 12-foot-long flues, pulled the drivers and refurbished them, replaced one axle, and rebuilt the four-wheel pilot truck. The cab was dismantled and the wood was replaced. Valves and electric components were rebuilt or replaced as needed. The floor of the whaleback tender was also replaced.

"All major problems that might have been a make-or-break on the restoration are behind us," Mull says. The biggest issue was a thin spot on the boiler on the engineer's side. A local welder installed a 20-by-30-inch patch. The Federal Railroad Administration approved the repair.

What will be the operating Ten-Wheeler's future? "We're not a tourist railroad," Mull says. "It's not going to be operating in daily service. But it is going to be displayed



### Southern Pacific No. 18

**Bulder and date:** Baldwin, 1911  
**Wheel arrangement:** 4-6-0  
**Original owner:**  
 Nevada-California-Oregon Railway  
**To Southern Pacific:** 1926  
**Last run:** 1954

in a new building with large glass windows at the Eastern California Museum here in Independence. On special occasions, it'll be fired up and run on about 1,500 feet of track." Babcock adds that it could attend special events at Western narrow gauge preservation railways like Sumpter Valley in Oregon, Durango & Silverton, or the Nevada State Railroad Museum in Carson City.

"We're in the home stretch in getting the locomotive in running condition," says volunteer Scott Shaffer, who works as an electrical engineer at the Jet Propulsion Lab in Pasadena, Calif. In fact, the entire C&C group is made up of unpaid volunteers. "It's a labor of love," Mull says. "Bruised knuckles aside, it's a lot of fun."