

# Agenda

## County of Inyo Board of Supervisors

Board of Supervisors Room  
County Administrative Center  
224 North Edwards  
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

**Public Notices:** (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

**Note:** Historically the Board does break for lunch, the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

### March 3, 2015

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

#### CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1) – Center for Biological Diversity; Public Employees for Environmental Responsibility, California Non-Profit Corporation v. County of Inyo; Inyo County Board of Supervisors, and DOES 1 through 20, and Adventure Trails System of the Eastern Sierra and DOES 21-50, Inyo County Superior Court Case No. SICVPT 1557709.**
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1) – Native American Heritage Commission v. Inyo County Planning Department and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate.)**

#### OPEN SESSION

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

4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
5. **PUBLIC COMMENT**
6. **INTRODUCTION – Ms. Julia Langley, Deputy County Counsel, will be introduced to the Board.**

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

##### COUNTY ADMINISTRATOR

7. **Parks – Request Board award the bid for and approve the purchase of one Honey Wagon Waste Tank with trailer from Phelps Honey Wagon, Inc., in the amount of \$19,694.**

##### AGRICULTURAL COMMISSIONER

8. Request Board A) declare Making Valley Cycle & Motorsports, Inc. a sole-source provider of parts for maintenance of equipment, and B) approve a blanket purchase order in the amount of \$5,600, to Valley Cycle & Motorsports, Inc., for the purchase of parts for maintenance of equipment.

## PLANNING

9. Request Board ratify and approve Amendment No. 1 to the Agreement between SCE and the County of Inyo for the Local Government Strategic Plan Strategies Solicitation Phase 3 extending the term of the Contract to March 31, 2016; and authorize the Chairperson to sign.

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

10. **HEALTH AND HUMAN SERVICES – Social Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Integrated Case Worker position exists in the Social Services Budget, as certified by the Director of Health and Human Services, and concurred by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Integrated Case Worker I at Range 60 (\$3,403 - \$4,133) or II at Range 64 (\$3,735 - \$4,539), depending upon qualifications.
11. **HEALTH AND HUMAN SERVICES – Social Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Social Worker position exists, as certified by the Director of Health and Human Services, and concurred by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however an open recruitment through the State Merit System's Cooperative Personnel Services would be appropriate to ensure qualified applicants apply and authorize an external recruitment; and C) approve the hiring of one Social Worker III at Range 70 (\$4,305 - \$5,236) or IV at Range 73 (\$4,617 - \$5,616) contingent upon qualifications.
12. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an APAR Addiction Counselor position exists in the Behavioral Health Budget, as certified by the Director of Health and Human Services, and concurred by the County Administrator and the Auditor-Controller; B) whereas it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be more appropriate to ensure qualified applicants apply for this specialized position; and C) approve the hiring of one APAR Addiction Counsel II at Range 60 (\$18.24 - \$22.15 per hour) or III at Range 64 (\$20.01 – \$24.33 per hour) contingent upon qualifications.
13. **PLANNING** – Request Board receive a presentation from staff about coordination with Forest Services staff regarding the Inyo National Forest Plan Update/Revision and provide input.
14. **PLANNING** – Request Board review and confirm the County Priorities developed by the Board of Supervisors in 2012 and updated in 2015 for the Inyo National Forest Plan Update/Revision
15. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.
16. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
17. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.
18. **COUNTY ADMINISTRATOR - Emergency Services** – Request Board continue the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.
19. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Regular Meetings of A) February 3, 2015; and B) February 10, 2015.

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

- 11:45 a.m. 20. **COUNTY ADMINISTRATOR – HEALTH AND HUMAN SERVICES** – Request Board A) conduct a **public hearing** to take public comment on the County's intent to purchase real property located at 586 Central Avenue, in the City of Bishop; and B) approve a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo to Purchase Real Property Located at 586 Central Avenue, Bishop, California; and (a) accept the Real Estate Purchase Agreement and Addendum with the Sellers and by these acts authorize all steps needed to consummate the purchase of the property; (b) authorize and direct the County Administrator to execute any ancillary documents necessary to consummate the purchase of the real property; (c) authorize and direct the Auditor-Controller to pay the amount of the purchase price remaining due and all closing and escrow costs, as set forth in the Agreement; and (d) authorize the County Administrator to accept the grant deed for the real property, to execute any recording certificate thereon, and record such deed in the Inyo County Recorder's Office.

**CORRESPONDENCE - ACTION**

21. **NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT** – Request a letter of support regarding their efforts to work towards better alignment of health care services.

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

22. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
23. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**



**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:** Parks & Recreation

**FOR THE BOARD MEETING OF:** March 3, 2015

**SUBJECT:** Award bid to purchase one (1) Waste Tank with Trailer

**DEPARTMENTAL RECOMMENDATION:**

That your Board award a bid in the amount \$19,694.00 to Phelps Honey Wagon Inc, Dillsburg, PA for the purchase of one (1) Honey Wagon Waste Tank with trailer and authorize the Purchasing Department to issue a purchase order in the amount of \$19,694.00.

**SUMMARY DISCUSSION:**

Parks & Recreation sought bids for the purchase of a Waste Water Tank and Trailer (Honey Wagon) and is requesting authorization to purchase. The purchase of the wagon is included in the Parks 2014/2015 fiscal year budget. The honey wagon will be used throughout the entire Parks system primarily to remove black and gray waste water from recreational vehicle camping with-in the campground system. The trailer will also offset or remove the cost of pumping out vault toilets. With this purchase of a pump out waste water trailer the county parks system will be offering a convenience to our campers in addition to bringing the county campground system into a more environmentally conscience era.

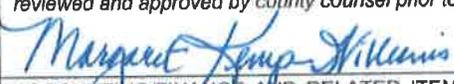
The bids are summarized as follows:

- Phelps Honey Wagon Inc                    \$19,694.
- WasteCorp Pumps                            \$19,980.

**ALTERNATIVES:** Your Board could choose not to authorize the purchase; in that case the parks budget would possibly see an increase in pump out services in the next fiscal year and campers will continue to dump gray water on the ground in the campground. Signage only is an alternative, "waste water dumping prohibited" and would have to be enforced by a law officer.

**FINANCING:** This purchase is included in the Parks 2014/2015 fiscal year budget, Object Code 5650, *Fixed Assets*.

**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>02/24/15</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>02/25/2015</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.) 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: 2/25/15



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

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

8

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

**FROM:** Nathan D. Reade, Agricultural Commissioner

**FOR THE BOARD MEETING OF:** March 3, 2015

**SUBJECT:** A) Declare Valley Cycle & Motorsports Inc. a sole-source provider of parts for FY 2014/2015 and approve a blanket purchase order for FY 2014/2015.

**DEPARTMENTAL RECOMMENDATION:**

That your Board approve: A) Making Valley Cycle & Motorsports Inc. a sole-source provider. B) Approve a blanket purchase order to Valley Cycle & Motorsports Inc. in the amount of \$5,600 for Owens Valley Mosquito Abatement Program, Budget Unit 154101, Expense Object Code 5173, for the purchase of parts for maintenance of equipment to be effective in Fiscal Year 2014/2015.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Declaring Valley Cycle & Motorsports Inc. as sole source will allow Owens Valley Mosquito Abatement Program a division of the Inyo/Mono Counties Agricultural Commissioner's Office, to expedite equipment repair during the short winter ATV rebuilding period. Past years' experience with Valley Cycle and Motorsports, Inc. has proved both vital with timely delivery of essential ATV components. Valley Cycle & Motorsports Inc. has demonstrated their reliability by providing parts that are in stock and the availability of OEM parts for specialized types of equipment and immediate shipping. All Polaris ATV parts are only available from Polaris ATV dealers and are priced the same from all Polaris dealers. Valley Cycle and Motorsports Inc. is the closest (Bakersfield, CA) in state dealer of Polaris ATV parts.

This blanket purchase order helps to facilitate equipment maintenance needs related to work conducted by Owens Valley Mosquito Abatement Program, and will expedite equipment repair during the mosquito abatement treatment season.

**ALTERNATIVES:**

Not approving this request, possibly limiting the scope of mosquito abatement treatment, allowing pest infestations to grow out of control, putting public health at risk and preventing the Owens Valley Mosquito Abatement Program from fulfilling contracts with federal, state and local/other agencies.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Owens Valley Mosquito Abatement Program, Budget Unit 154101, is a non-general fund department. Funds for this program are provided through various agreements and contracts. Adequate funds in OVMAP Budget Unit 154101, Expense Object Code 5173 have been allocated in the department's requested fiscal year 2014/2015 budget for this request.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>Margaret Kemp-Williams</u> Date <u>2/19/15</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>[Signature]</u> Date <u>2/20/15</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: _____ Date _____

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

[Signature]

Date: 2-24-15



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

For Clerk's Use Only:  
AGENDA NUMBER

9

Consent     Departmental     Correspondence Action     Public Hearing  
 Schedule Time For     Closed Session     Informational

**FROM:** Planning

**FOR THE BOARD MEETING OF:** March 3, 2015

**SUBJECT:** Ratify and approve the First Amendment to the Agreement for the California Energy Efficiency Strategic Plan Phase 3 Implementation Contract Between County of Inyo and Southern California Edison (SCE).

**DEPARTMENTAL RECOMMENDATION:**

Request Board ratify and approve the First Amendment to the Agreement ("Agreement") between SCE and Inyo County for the Local Government Strategic Plan Strategies Solicitation Phase 3 extending the term of the contract to March 31, 2016, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On November 5, 2013 the Board approved a contract from SCE to Inyo County Planning Department to do work on Local Governmental Strategic Plan Strategies Solicitation Phase 3, for an amount not to exceed \$57,452. This work includes researching funding for seed money and preparation of a plan for an Energy Efficiency Revolving Loan Fund for energy efficiency projects on County facilities. A County EERLF could provide the means to finance the energy reduction projects the County wishes to implement that will, in turn, help the County reach its energy reduction and cost savings goals.

In March 2014, SCE submitted a request to the CPUC to extend the term of the contract through 2015. The CPUC approved the request on October 24<sup>th</sup>, 2014. The original Agreement expired on December 31, 2014. The First Amendment to the Agreement extends the term of the Agreement to March 31, 2016, with all work to be completed by December 31, 2015. The Amendment does not affect the scope-of-work for the project, nor the amount-not-to-exceed the County will be paid to complete the project.

**ALTERNATIVES:**

- Do not approve the First Amendment to the Agreement with SCE. This option is not preferable because the County has additional tasks to complete to finalize the EERLF.

**OTHER AGENCY INVOLVEMENT:**

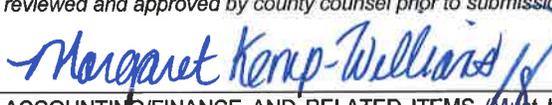
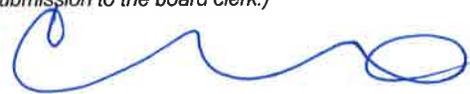
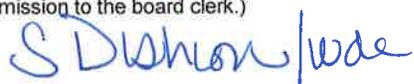
Southern California Edison

**FINANCING:**

There is adequate funding in the Professional and Special Services (Object Code 5265) portion of the fiscal year (fy) 2014-2015 Planning Department budget to complete the scope-of-work specified in the Agreement.

023800

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>2/20/15</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>02/20/15</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>yes</u> Date <u>2/23/15</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2/25/15

**Attachments:**

- First Amendment to the Agreement for the California Energy Efficiency Strategic Plan Phase 3 Implementation Contract Between County of Inyo and Southern California Edison.

FIRST AMENDMENT TO THE AGREEMENT TO THE CALIFORNIA ENERGY EFFICIENCY  
STRATEGIC PLAN PHASE 3 IMPLEMENTATION CONTRACT  
ETWEEN COUNTY OF INYO AND SOUTHERN CALIFORNIA EDISON COMPANY

This FIRST AMENDMENT ("First Amendment") to the California Energy Efficiency Strategic Plan Phase 3 Implementation Contract ("Contract"), by and between Southern California Edison Company ("SCE") and 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 executed the Agreement to implement the 2013-2014 Strategic Plan Phase III Program (referred to hereinafter as the "Program"), promoting long-term energy efficiency and climate action activities;

WHEREAS, on March 26, 2014, the California investor-owned utilities submitted a joint application ("2015 Application") for the implementation of energy efficiency programs to be delivered to California utility customers for the year 2015, which included a continuation of the Program implementation by County of Inyo through 2015 ("2015 Program");

WHEREAS, on October 24, 2014, the California Public Utilities Commission ("CPUC") issued Decision ("D").14-10-046 approving the 2015 Application ("Final Decision"), thereby approving continuation of the Energy Efficiency Partnership Programs;

WHEREAS, D.14-10-046 was modified by CPUC D. 15-01-002 issued on January 9, 2015, which authorized continuation of the Program;

WHEREAS, the Parties desire to extend the Agreement through 2015 as set forth herein; 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 Agreement 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 as midnight March 31, 2016; provided however, that all Work shall be completed by midnight December 31, 2015.

2. This First Amendment may be executed in one of more counterparts and delivered by electronic means, each of which will be deemed to be an original, but all of which will together constitute on and the same agreement.
3. Exhibit A (Statement of Work) of the Contract is hereby deleted in its entirety and replaced with a revised Exhibit A (Revised Statement of Work<sub>Rev1</sub>) attached to this First Amendment.
4. General. From and after the Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the

Agreement, as amended by the First Amendment. In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall prevail. 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.

5. Except as amended by this First Amendment, all provisions of the Agreement shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

**IMPLEMENTER:**

**County of Inyo Board of Supervisors**

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

**Name Printed: Matt Kingsley**

**Its: Chairperson**

**Inyo County Board Supervisors**

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

**SCE:**

**SOUTHERN CALIFORNIA EDISON  
COMPANY**

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

**Name Printed: Marc Ulrich**

**Its: Vice President,  
Customer Program & Services**

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

**EXHIBIT A**

**REVISED STATEMENT OF WORK (WITH Appendices A-C)**

**[TO BE INSERTED]**

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## Energy Efficiency Division

### Statement of Work

#### Revision Summary Page

**Program Name:** Inyo County Strategic Plan Strategies Phase 3

**Implementer:** County of Inyo

**Revision 1, dated 05/06/2014, referenced throughout with Rev1**

**Summary:** Update “Table 1: Fully Burdened Hourly Rates by Title” to incorporate several new positions and hourly rates. It also removes the “Planning Coordinator” position in its entirety.

**Revision 2, dated 2/6/2015, referenced throughout with Rev2**

**Summary:** Extend the effective end date from 12/31/2014 to 3/31/2016 pursuant to California Public Utilities Commission (CPUC) final decision D. 14-10-046 issued on October 24, 2014 which was modified by CPUC D. 15-01-002 issued on January 9, 2015. The Decisions authorized continuation of the Program.

## ATTACHMENT 2– STATEMENT OF WORK

**Program Name:** Inyo County Strategic Plan Strategies Phase 3

**Implementer:** County of Inyo

**Program Budget:** \$57,452.00

### SECTION 1 – DESCRIPTION

Pursuant to Decision (D).09-09-047, the California Public Utilities Commission (CPUC or Commission) authorized Southern California Edison Company (SCE) to conduct strategic plan activities (the Strategic Plan Program) centered on Energy Efficiency (sometimes referred to as EE) 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 activities to fund 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.

#### A. Defined Terms

Capitalized terms not otherwise defined in the text of this Statement of Work (SOW) are defined in Appendix B, "Defined Terms," attached hereto and incorporated by reference. Capitalized terms not otherwise defined in the text of this SOW or in Appendix B hereto shall have the meaning ascribed to them in SCE's General Terms and Conditions (Ts&Cs) for both EE and Demand Response (DR), attached to the Contract and incorporated herein by reference.

#### B. Background

SCE initiated both Phases 1 and 2 of the local government EE strategic plan support solicitation during 2010, and these two phases are currently being implemented. Funding for Phase 3 solicitation for 2013-2014 was approved in CPUC D.12-11-015, issued on November 15, 2012. On October 24, 2014, D. 14-10-046 was issued then was modified by D. 15-01-002 issued on January 9, 2015 to authorize continuation of the Program *Rev2*

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

The ultimate goal for each participating city or county government, or a regional government, representing one or more local jurisdictions that are currently participating in SCE's Local Government or Institutional Partnerships (Implementer) in relationship to CEESP support, is to embed and institutionalize EE in its policies, programs, and processes and to establish a culture of EE within the Implementer's jurisdiction.

### **C. Objective**

Through the Program, the Implementer will deliver items listed in Table 4 of Appendix C (Strategic Plan "Support Menu") of this SOW, to develop and implement local government strategic plan support strategies during the years 2013-2014 and 2015<sub>Rev2</sub> timeframe.

## **SECTION 2 - GENERAL REQUIREMENTS**

### **A. Notice to Proceed (NTP)**

Implementer may start Work only upon the occurrence of each of the following:

1. Implementer receives a Contract, including "this SOW" from Contract Program Manager (CPM);
2. Implementer provides to the CPM a signed Contract; and
3. CPM provides to Implementer written notice to proceed with the Work (NTP).

### **B. License**

Within 10 Business Days of the CPM issuing the NTP, the Implementer and each of its sub-contractors will submit copies of any and all licenses and/or registrations required for the performance of the proposed Work to the CPM.

### **C. Goals**

Implementer must achieve delivery of project milestones and dates as outlined and agreed to by the CPM. The CPM will review the number of projects, tasks, and deliverables completed to assess Work progress.

### **D. Coordination with the CPM**

Implementer must achieve delivery of Work milestones and dates. The CPM will review the SOW requirements, including tasks and deliverables completed, to assess Work progress.

## SECTION 3 – SCOPE OF WORK

The Work will consist of the following tasks supporting the CEESP goals specifically set forth by SCE and accepted by Implementer:

### TASK 1: PROGRAM RAMP-UP

#### A. Attend Program Kick-off Meeting

Implementer's representative(s) will attend a Program kick-off meeting with the CPM to discuss Program logistics, evaluation, monitoring and verification coordination, invoicing requirements, SOW, and any remaining Contract issues at a time and location designated by SCE.

To avoid duplication and unnecessary expenditures, the CPM will provide information and guidance regarding currently available resources (e.g., available training programs, templates, etc.) that will be used by the Implementer in assessing pre-existing resources. This will enable the Implementer to focus efforts on the areas in each task where gaps exist.

#### B. Program Data, Invoicing, and Reporting Tool Training

The Implementer will attend the kick-off meeting to be trained on the use of SCE's invoicing and reporting tool (IR Tool). Thereafter, the Implementer will use the IR Tool to provide the CPM with invoices and Monthly Reports.

#### Deliverables:

Task 1 – Deliverable(s)	Due Date(s)
1. Attend a Program Kick-off meeting that includes IR Tool training.	Determined by SCE after the issuance of the NTP.
2. Delivery of updated IR Tool to CPM for review and approval.	IR Tool training plus five (5) Business Days.

### TASK 2: DEVELOP POLICY FOR A REVOLVING EE LOAN FUND FOR COUNTY FACILITIES (SP TASK 3.2.3)

#### A. Task Goals and Objectives

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

1. **Report on Status of Implementer or Subcontractor to Support the Task:**  
Implementer will submit Monthly reports on the status of hiring expertise to provide to complete the activities in this task.
  
2. **Assessment and Planning Report for Energy Efficiency Revolving Loan Fund (EERLF):** Implementer will perform an assessment of similar funds and programs that exist in other jurisdictions. From this assessment, Implementer will prepare a plan for developing the revolving fund program for municipal facilities. The plan shall include, at a minimum, a step-by-step, process for developing the program, as well as:
  - a. A review and assessment of similar funds and efforts of peer Local governments;
  - b. A review and assessment of potential seed money to set up a EERLF;
  - c. Goals and policies of the EERLF;
  - d. Forms and document flow procedures that provide for application intake, audit and energy-efficiency Measure determination, savings analysis and Measure ranking, financial return potential, and measurement and evaluation plan; and
  - e. Required external resources necessary to establish an EERLF and an assessment of necessary internal resources to administer the EERLF.

The Assessment and Planning Report will include a discussion of sustainability for the Program after SCE funds are expended.

3. **Program Plan for EE Revolving Loan Fund (Draft and Final):** Based on the Assessment and Planning Report, Implementer will develop the program plan, including policies and procedures needed to establish and implement an energy-efficiency project revolving loan fund. The EERLF P&P will establish criteria for, at a minimum:
  - a. Establishing an EERLF from seed money and an evaluation of the necessary County resources needed to implement and maintain the EERLF;
  - b. Criteria for determining candidacy of Implementer's facilities and energy-efficiency Measures to ensure long-term persistence of savings and high probability of achieving significant levels of efficiency;
  - c. Criteria maintaining the fund based on cost savings achieved from the installation of energy-efficiency projects in the Implementer's facilities;
  - d. Definition of ongoing roles and responsibilities for City/County staff and others to ensure the revolving fund is properly administered and sustained;

- e. Processes needed for making and tracking transfer payments to fund energy efficiency projects;
  - f. Procedures for allocating funds to eligible projects;
  - g. Required forms and supporting documentation that provide the basis for a project's energy and cost savings;
  - h. Detailed step-by-step process flow diagrams that provide specific milestones for project funding;
4. **Submit Draft EE Revolving Loan Fund Policy to County's Financial Advisory Committee and the Board of Supervisors for Review and Comment:**  
Implementer will submit the EERLF Policy for review and comment
  5. **Submit Final EE Revolving Loan Fund Policy to County's Board of Supervisors for Adoption:** Implementer will submit the EERLF Policy to the County's Board of Supervisors for adoption. If the policy is adopted, Implementer will submit the date the policy becomes effective. If the policy is rejected, Implementer will submit a report to the CPM that outlines the reasons for rejection, and provides alternate plans to be pursued.

#### **B. Task Performance Indicators**

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

1. Estimated amount needed to fund an EERLF;
2. Potential annual return on EERLF;
3. Number of potential energy efficiency Measures and projects that could be funded through the EERLF program; and
4. Energy savings attributable to energy efficiency Measures and projects potentially funded through the EERLF program.

The Implementer will quantitatively assess the value and benefits of the Program through determining the potential for return on investment (ROI) of expenditures, if the EERLF can be established. The EERLF will be designed so that the ROIs can be tracked project-by-project to further inform future energy-efficiency investment by targeting high return technology and project types.

#### **Deliverables:**

<b>Task 2 - Deliverable(s)</b>	<b>Due Date(s)</b>
1. Report on status of Implementer or Subcontractor to help support the Task	NTP plus 1 Month
2. EE Revolving Loan Fund Policy Assessment and Planning Report	NTP plus 6 Months
3. Present Assessment and Planning Report for EE Revolving Loan Fund to Board of Supervisors for Comment	NTP plus 7 Months
4. Draft Program Plan for EE Revolving Loan Fund	NTP plus 12 Months
5. Present Draft Program Plan for EE Revolving Loan Fund to the Financial Advisory Committee and Board of Supervisors for Comment	NTP plus 13 Months
6. Submit Program Plan for EE Revolving Loan Fund to the Board of Supervisors for to Board of Supervisors for Adoption: Provide documentation of adoption or a report stating why the EE EERLF was not adopted and related alternate plans.	NTP plus 14 Months
7. Monthly reports of tracked Performance Indicators	Monthly with Invoicing Requirements

### **TASK 3: INVOICING AND REPORTING**

#### **A. Invoicing**

The Implementer will submit to the CPM an invoice which includes supporting documentation in accordance with the requirements delineated Appendix A, "Invoicing Requirements", the Ts&Cs (Section 4), and Attachment No.1 of the Contract.

SCE may amend the invoicing requirements from time to time, at which time SCE will notify Implementer of the changes and issue a Change Order. Implementer will implement these modifications in a timely manner and reflect any changes in future invoice documentation.

#### **B. Reporting**

The Implementer will submit to the CPM all required reports initially as a draft for review and approval by the CPM. Implementer will be responsible for implementing, adhering to,

and the submission of, the items as described in Appendix D, "Regulatory Reporting Requirements", the Ts&Cs, and Attachment No.1 of the Contract.

SCE may amend the reporting requirements from time to time, at which time SCE will notify Implementer of the changes and issue a Change Order. Implementer will implement these modifications in a timely manner and reflected in future invoice documentation.

**Deliverables:**

Task 3 Deliverable(s)	Due Date(s)
1. Prepare and submit invoices and supporting documentation to SCE	15th Calendar Day of the Month per Appendix A, "Invoicing Requirements"
2. Submit final invoice to SCE	March 31, 2016 <small>Rev2</small>
3. Prepare and submit Monthly Report to SCE	15th Calendar Day of the Month per Appendix D, "Regulatory Reporting Requirements"
4. Submit Commission reports	Semi-annually and annually

**TASK 4 - RAMP-DOWN AND SHUT-DOWN PROGRAM**

**A. Program Shut-Down:** All Program operations will be completely shut down after the last day of the effective period of the Contract, and no later than December 31, 2015 Rev2, with the exception of preparation and submittal of the Final Report, as defined in Task 6.

**Deliverables:**

Task 4 Deliverable(s)	Due Date(s)
1. Complete all services	No later than December 31, 2015 <small>Rev2.</small>

**TASK 5 - SUBMIT FINAL PROGRAM REPORT**

After Program completion, the Implementer will submit a final report that reviews the Program's progress and accomplishment (the "Final Report"). The Final Report will include the information referenced in Appendix E, "Final Program Report Template".

**Deliverables:**

Task 5 Deliverable(s)	Due Date(s)
1. Submit draft Final Report for SCE review and approval	No later than February 15, 2016 <sup>Rev2</sup>
2. Submit revised Final Report for SCE review and approval	The earlier of March 31, 2016 <sup>Rev2</sup> or within 2 weeks of receipt of SCE comments

## SECTION 4 – PAYMENT

### A. Payment Terms

The Program will utilize a 100% time and material based payment (T&M Payment) structure based on the fully burdened billing rates contained in Section 4, Table 1. All payments will be subject to Appendix A, “Invoicing Requirements”, the Ts&Cs, Section 4, and Attachment No.1 of the Contract.

**Table 1: Fully Burdened Hourly Rates by Title<sup>2</sup> <sup>Rev1</sup>**

Position	Responsibility	Hourly Rate (U.S. Dollars)	Estimated % of Time
CAO	Review materials & provide ideas	\$100.00	4.9% <sup>Rev1</sup>
Auditor	Review and approve contracts & help develop EERLF program elements	\$83.10 <sup>Rev1</sup>	7.1% <sup>Rev1</sup>
County Counsel	Review and approve contracts	\$98.00 <sup>Rev1</sup>	0.4% <sup>Rev1</sup>
Facilities Maintenance Supervisor	Review materials & provide ideas for project criteria and programming	\$72.64 <sup>Rev1</sup>	0.7% <sup>Rev1</sup>
Planning Director	Project oversight, review materials, attending meetings, & help develop EERLF program	\$74.31 <sup>Rev1</sup>	12.5% <sup>Rev1</sup>
Senior Planner	Project oversight, review materials, review and manage contracts & help develop EERLF program	\$50.04 <sup>Rev1</sup>	19.50% <sup>Rev1</sup>

<sup>2</sup> Fully burdened rates are defined as “Labor Related Cost Under Time and Materials Basis” in Section 4 of the General Terms and Conditions.

Associate Planner	Manage project, develop materials, schedule meetings, & help develop EERLF program	\$39.33 Rev1	47.7% Rev1
Public Works Director	Review materials & provide ideas for project criteria and programming	\$95.69 Rev1	4.7% Rev1
Engineering Assistant	Review materials & provide ideas for project criteria and programming	\$62.92 Rev1	1.4% Rev1
Account Tech	Provide data, review accounts, & provide ideas for project criteria and programming	\$47.55 Rev1	1.1% Rev1
<b>Consultants</b>			
Principal	Project oversight, EERLF seed money research, review materials, & attending meetings	\$150.00	N/A
<b>Total</b>			<b>100%</b>

### B. Implementer's Budget Breakdown

The Work budget is divided into three cost categories described as:

- **Administrative Costs:** Typically, program overhead costs, such as staff labor/benefits, employee expenses, and miscellaneous general expenses that are not marketing and outreach (Marketing and Outreach), direct implementation, or incentive/rebate costs. These costs will usually be for labor incurred in preparing invoices and reporting (monthly, semi-annual and ad hoc).
- **Marketing and Outreach Costs:** Typically, marketing costs such as collateral material, outreach costs such as promotional events, and staff labor associated with incurring marketing costs and activities.
- **Direct Implementation Costs:** Costs related to activities directly tied to, and associated with, the development and the implementation of the proposed Work, including subcontractor costs.
- **Total Two-Year Budget:** Sum of the components listed above.

**Table 2: Implementer's Budget (Task 2)**

<b>Task 2 Budget Breakdown</b>		
<b>Allowable Cost</b>	<b>Percentage</b>	<b>Budget</b>
(1) Administration	7.0%	\$4,023
(2) Marketing and Outreach	0.4%	\$242
(3) Direct Program Implementation	92.6%	\$53,187
<b>Total Implementer Budget: (1)+(2)+(3)</b>	<b>100%</b>	<b>\$57,452</b>

**C. Program Budget Limit**

In no event will the Implementer exceed the total amount budgeted by SCE for the Contract related to this SOW \$57,452.00.

**D. Performance Indicators**

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

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

## APPENDIX A: INVOICING REQUIREMENTS

### A. Invoicing Instructions

#### 1. Advance Copy to CPM

An advance electronic copy of Implementer's invoice (Advance Copy) must be submitted to the CPM by the 15<sup>th</sup> Calendar Day of each month, and include the following attachments:

- Invoice Summary Page section of this Appendix A (see Item B.1 below); and
- All information outlined in the Time and Materials Invoicing Requirement section of this Appendix A (see Item B.2 below).

#### 2. Final Invoice to Accounts Payable

Upon CPM approval of the Advance Copy, the Implementer will submit a hard copy invoice (Final Invoice) to Accounts Payable within two (2) Business Days thereafter. The hard copy invoice must include the following attachments:

- Invoice Summary Page (see Item B.1 below);
- All information outlined in the Time and Materials Invoice Requirement section of this Appendix A (see Item B.2 below); and
- Any additional substantiating documentation, as requested at the sole discretion of the CPM or procurement agent.

**Mail an original and one copy of the Final Invoice to the following address:**

Southern California Edison Company  
Accounts Payable Division  
P.O. Box 700  
Rosemead, CA 91770

**Send an electronic copy of the Final Invoice to the CPM.**

If rates, rate format or rate components are different from that stated in the Contract, payment may be delayed due to necessary validation of the invoice.

Failure to comply with invoice instructions or any other terms and conditions of the Contract may result in adjustment or rejection of the invoice.

### B. Invoicing Requirements

**1. Invoice Summary Page:** All invoices must contain an invoice summary page with, at a minimum, the following information:

- SCE's Contract number;
- Task description;
- Total amount authorized;
- Current monthly amount invoiced (including the task(s));
- Cumulative amount invoiced to date (including the task(s)); and
- Statement of deliverables for the period.

**2. Time and Materials Invoicing Requirements**

In addition to the invoice instructions contained herein, the Implementer will also refer to Section 4.1 of SCE's General Terms and Conditions for additional invoicing instructions.

Each invoice will provide sufficient detail to identify the following elements:

- Personnel work dates;
- Personnel work hours by name and classification;
- Personnel work rates: fixed hourly billing rates;
- Description of work performed - by person, by day, broken down no less than by the hour by task in sufficient detail to identify work performed;
- Itemized receipts for material and subcontract costs;
- Itemized receipts for "Out-of-Pocket" expenses authorized by the Contract; and
- Itemized receipts for authorized travel costs or detail of trips for which authorized mileage is charged.

## APPENDIX B: DEFINED TERMS

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. **California Public Utilities Commission (“CPUC” or “Commission”):** Public agency that regulates privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
4. **Contract(s):** Agreement entered into between SCE and the Implementer which authorizes the Work, states the commercial terms, incorporates by reference SCE’s Ts&Cs (or a different set of terms and conditions mutually agreed upon between SCE and the Implementer), a Statement of Work, and other referenced documents, all of which form the contract between SCE and the Implementer to perform the Work described herein. The term “Contract(s)” will have the same definition and meaning ascribed to as the term “Agreement(s)” under SCE’s Ts&Cs.
5. **Contract Program Manager (CPM):** The SCE Representative who will manage the Program.
6. **Customer:** For purposes of this SOW, Customer shall mean any customer of SCE that is within the Implementer’s jurisdiction.
7. **Demand Response or DR:** Sometimes referred to as load curtailment or reduction. Mechanisms (such as interruptible rates, bill credits) are used to encourage consumers to use energy at different (lower cost) times of day or to interrupt energy use for certain equipment temporarily, usually in direct response to an event or price signal.
8. **Energy Efficiency or EE:** An action, appliance or device that reduces the total electric consumption of a Customer, while maintaining a level of service that is the same or better than before.
9. **Local Government or Institutional Partnership Programs:** A program that coordinates efforts of a utility and a local government or other entity to use the strengths of both parties to achieve energy savings goals.
10. **Marketing and Outreach:** Communications activities designed to identify, reach, and motivate potential Customers to take actions to either learn more about or invest in EE opportunities.

**11. Measures**

- Specific Customer actions which reduce or otherwise modify energy end-use patterns.
- A service or a product whose installation and operation at a Customer's premises results in a reduction in the Customer's on-site energy use, compared to what would have happened without the service or product installation.

**12. Month or Monthly:** A term ending on the last Calendar Day of each month.

**13. Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business

**14. SCE Invoice and Reporting Tool (IR Tool):** SCE's invoicing and reporting tool that uses either a Web-based interface or a database format as determined by the CPM to collect program information. See Appendix A, "Invoicing Requirements," and Appendix D, "Regulatory Reporting Requirements" for more information.

**15. 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 Contract.

**16. Work:** Any and all obligations of Implementer to be performed for SCE and Customers pursuant to and during the term of the Contract resulting from this SOW, any revision to such Contract, or a subsequent amendment or Change Order. The Work will include, without limitation the Work described in Section 3 of this SOW.

## APPENDIX C: STRATEGIC PLAN SUPPORT MENU

**Table 3: Strategic Plan “Support Menu”**

Strategic Plan Goal 1: Local governments lead adoption and implementation of “reach” codes stronger than Title 24 on both mandatory and voluntary bases.		
<b>STRATEGY</b>	1.1	Adopt codes, ordinances, standards, guidelines or programs that encourage or require building performance exceeding state requirements. The focus should be on using existing models, or if there is something new and unique, that it be replicable.
<b>TASKS</b>	1.1.1	Adopt building energy codes more stringent than Title 24’s requirements, using cost-effectiveness studies by Climate Zone done by the utilities; adopt one or two additional tiers of increasing stringency.
	1.1.2	Adopt a Green Building policy for municipal development, commercial development and/or residential development.
	1.1.3	Develop/adopt point of sale programs such as a Residential or Commercial Energy Conservation Ordinance. Focus on whole building performance.
	1.1.4	Change local codes to allow and encourage integration of EE, demand response, and on-site generation.
	1.1.5	Develop and adopt programs to encourage energy efficiency such as one-stop permitting, on-line permitting, separate Zero Net Energy (ZNE) permit processes, density bonuses, or a recognition program.
	1.1.6	Develop educational programs for local elected officials, building officials, commissioners, and stakeholders to improve adoption of EE codes, ordinances, standards, guidelines and programs.
<b>STRATEGY</b>	1.2	Implement codes, ordinances, standards, guidelines or programs that encourage building performance exceeding state standards.
<b>TASKS</b>	1.2.1	Implement any of the Tasks under Strategy 1.1 above, through a process involving internal and external stakeholders, etc.
Strategic Plan Goal 2: Strong support from local governments for energy code compliance enforcement.		
<b>STRATEGY</b>	2.1	Improve processes resulting in increased code compliance through education, training, and enforcement practices.
<b>TASKS</b>	2.1.1	Local government staff and contract staff attend code compliance workshops offered by the California Energy Commission (“CEC”), utility codes & standards staff, or other local governments with strong compliance records.
	2.12	Redesign enforcement, compliance, plan review processes; introduce new forms and templates.

<b>Strategic Plan Goal 3:</b> Local governments lead by example with their own facilities and energy usage practices.		
<b>STRATEGY</b>	3.1	Develop a program to track municipal energy usage, such as through energy management software and benchmarking of municipal facilities.
<b>TASKS</b>	3.1.1	Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities.
	3.1.2	Set up a 'utility manager' computer program to track municipal usage. Identify need for sub-metering to plan, budget and manage bills.
<b>STRATEGY</b>	3.2	Adopt a Climate Action Plan (CAP), Energy Action Plan (EAP) for municipal operations. The plan could include setting energy efficiency standards for new and existing facilities, developing a revolving loan fund for EE projects, and so on.
<b>TASKS</b>	3.2.1	Develop/adopt an energy chapter for City/County climate or energy action plan.
	3.2.2	Adopt a policy to require Leadership in Energy and Environmental Design (LEED), Energy Star Ratings, or other program standard for municipal facilities.
	3.2.3	Develop policy for a revolving EE fund for City/County facilities.
	3.2.4	Develop commissioning/retro-commissioning policies for municipal facilities.
<b>Strategic Plan Goal 4:</b> Local governments lead their communities with innovative programs for EE, sustainability and climate change.		
<b>STRATEGY</b>	4.1	Adopt a CAP, EAP, or adopt EE language into another policy document, such as a General Plan, to reduce community greenhouse gas emissions with a focus on EE.
<b>TASKS</b>	4.1.1	Develop a regional template for CAP or EAP.
	4.1.2	Customize CAP with EE language and data.
	4.1.3	Update General Plan/Conservation Element with Climate policies. Provide EE framework and data for other people doing planning.
	4.1.4	Conduct the EE savings analysis for an annual Greenhouse Gas inventory for the City/ County.
<b>Strategic Plan Goal 5:</b> Local government EE expertise becomes widespread and typical.		

Local governments participating in activities under Goals 1 – 4 will be increasing their expertise.

The activities under Goal 5 are more directly related to the programs operated by the statewide local government associations (ICLEI, ILG and LGC), by regional local government agencies such as the Association of Bay Area Governments and Great Valley Center, and by the Statewide Local Government EE Best Practices Coordinator.

## APPENDIX D: REGULATORY REPORTING REQUIREMENTS

In addition to any reporting requirements outlined in the Ts&Cs and Attachment No.1 of the Contract, the Implementer will follow the following reporting requirements when submitting documents to SCE:

A. **Monthly Report:** The Monthly Report due on the 15<sup>th</sup> Calendar Day of each Month for work completed the preceding Month using the IR Tool. The Monthly Report will include a discussion on the following Program activities occurring during that Month:

1. Administrative activities;
2. Marketing activities;
3. Direct Implementation activities;
4. Implementer's assessment of Program performance and Program status. For example, is the Program on target, exceeding expectations, or falling short of expectations, etc.;
5. Discussion of changes in Program emphasis. For example, new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.;
6. Discussion of near term plans for Program over the coming months (e.g., marketing and outreach efforts that are expected to significantly increase Program participation);
7. Changes to staffing and staff responsibilities, if any;
8. Changes to contacts, if any;
9. Changes to Subcontractor and Subcontractor responsibilities, if any;
10. Number of Customer complaints received; and
11. Program Theory and Logic Model, if not already provided in the PIP, or if Implementer makes any revisions.

B. **Commission Reporting Requirements:** The 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 Commission including Quarterly, Semi-annual and Annual Reports.

The Commission may amend reporting requirements from time to time. SCE will notify Implementer of any reporting changes and issue a Change Order. Implementer will implement these modifications in a timely manner and reflected in future invoice documentation.

Requirements for these reports may change per the direction of the Commission or the Commission's Energy Division. The current reporting requirements are as follows:

1. **Semi-annual Report:** Implementer will provide SCE with the requisite

information to be compiled for the portfolio reporting in Program Semi-annual Reports using the Semi-annual Report template set forth in Section 1.a herein. Semi-annual reports are due March 1<sup>st</sup> and September 1<sup>st</sup> of each year.

a. Semi-annual Report Template

i. Local Government Partnership Strategic Plan Program

2. Implementer will provide additional data or information as required by the Commission.

**C. Allowable Costs**

<b>Allowable Costs Table</b>	
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 (i.e., SCE, in this case) does not have a cost listed on the cost reporting sheet, then no cost may 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 Commission.	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
<b>Administrative Cost Category</b>  <u>Note: *These allowable costs are to be allocated towards the direct implementation category.</u>	<b>Managerial and Clerical Labor</b>
	Implementer Labor - Clerical
	*Implementer Labor - Program Design
	*Implementer Labor - Program Development
	*Implementer Labor - Program Planning
	*Implementer Labor - Program/Project Management
	Implementer Labor - Staff Management
	Implementer Labor - Staff Supervision
	<b>Human Resource Support and Development</b>
	Implementer Labor- Human Resources
	Implementer Labor - Staff Development and Training
	Implementer Benefits - Administrative Labor
	Implementer Benefits - Direct Implementation Labor
	Implementer Benefits - Marketing/Advertising/Outreach Labor
	Implementer Payroll Tax - Administrative Labor

<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 (i.e., SCE, in this case) does not have a cost listed on the cost reporting sheet, then no cost may 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 Commission.</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>	Implementer Payroll Tax - Direct Implementation Labor
	Implementer Payroll Tax - Marketing/Advertising/Outreach Labor
	Implementer Pension - Administrative Labor
	Implementer Pension - Direct Implementation Labor
	Implementer Pension - Marketing/Advertising/Outreach Labor
	<b>**Travel and Conference Fees</b>
	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

**Allowable Costs Table**

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 (i.e., SCE, in this case) does not have a cost listed on the cost reporting sheet, then no cost may 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 Commission.

	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
	Implementer Labor - Accounts Receivable
	Implementer Labor - Facilities Maintenance
	Implementer Labor - Materials Management
	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 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 (i.e., SCE, in this case) does not have a cost listed on the cost reporting sheet, then no cost may 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 Commission.</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
	<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

- D. Ad Hoc Reporting: Implementer acknowledges that SCE may, in its sole discretion, require Implementer to provide such other reports or documentation that SCE deems appropriate or necessary (the "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.

## APPENDIX E: FINAL PROGRAM REPORT TEMPLATE



Local Govt\_Final  
Report Template\_v1C



**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:** HEALTH & HUMAN SERVICES – Employment and Eligibility

**FOR THE BOARD MEETING OF:** March 3, 2015

**SUBJECT:** Request to hire one full time Integrated Case Worker I or II in the HHS Social Services Eligibility and Employment division.

**DEPARTMENTAL RECOMMENDATION:**

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

- 1) the availability of funding for the requested position exists in the Social Services budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- 2) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
- 3) approve the hiring of one Integrated Case Worker I (Range 60, \$3,403 - \$4,133), or Integrated Case Worker II (Range 64, \$3,735- \$4,539), dependent upon qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

An Integrated Case Worker in our Employment and Eligibility Division, recently accepted an advancement to a position in our Fiscal Division, resulting in an additional vacancy in this division. The ICW position remains critical to the functioning of this division, which processes a high volume of client applications, determining eligibility and authorizing services for a wide range of programs. HHS also continues to meet the challenges related to implementation of the Affordable Care Act (ACA), as Employment and Eligibility staff not only provide consultation and eligibility determinations for residents who may be eligible for other forms of health insurance provided by the California Health Exchange, they also assist consumers impacted by changes in Medi-Cal Maintaining our current staffing level will help the entire division maintain accurate and timely client records and continue to provide a high quality of employment and eligibility services.

ICWs are responsible for determining clients' initial and continued eligibility for MediCal benefits, Cal Fresh benefits, County Medical Services Program (CMSP) coverage, General Assistance, and CalWORKs. The many and varied duties of ICWs also include: operating the life skills and job skills classes, writing employment plans, working with employers on job development and work experience slots throughout the County from Bishop to Tecopa, conducting home visits, connecting and linking clients with educational opportunities, contacting clients who are non-compliant with program requirements to try and identify and eliminate barriers, as well as processing applications and establishing and maintaining highly technical eligibility case records.

The Department is respectfully requesting permission to fill the recent vacancy at the Integrated Case Worker I or II level.





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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  11
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** March 3, 2015

**SUBJECT:** Request to hire a Social Worker in Child Welfare Services.

**DEPARTMENTAL RECOMMENDATION:**

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

- A) the availability of funding for the position of Social Worker III or IV exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment through the State Merit System's Cooperative Personnel Services would be appropriate to ensure qualified applicants apply and authorize an external recruitment; and
- C) approve the hiring of one Social Worker, either a III at Range 70 (\$4,305-\$5,236), or a IV at Range 73 (\$4,617-\$5,616), contingent upon qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Child Welfare Program recently had a Social Worker II fill a vacant Social Worker III/IV position that your Board had authorized the department to hire. This resulted in the program continuing to experience a vacant position that the agency is respectfully requesting authorization to fill with either a Social Worker III or Social Worker IV. The intense Child Welfare program is responsible for investigating and managing issues related to child abuse and neglect. As previously indicated, over the past few years, the Child Welfare program has experienced increased requirements from a federal, state and local level, including recent legislation extending foster care eligibility up to the age of twenty-one. The program continues to see an increase in reports related to high-risk families with very young children, as well as increases in the number of referrals from the courts related to family law child custody conflicts. The program, which has experienced significant staff shortages over the last two to three years, is beginning to see stabilization in our staffing pattern, which helps HHS to better ensure the safety and well-being of some of our most vulnerable residents. Filling the existing vacancy will help to ensure the continued high quality work performed by this division.

HHS is requesting permission to hire a Social Worker III or IV, depending upon qualifications, to fill the vacant position. This position is initially vetted through the California Personnel Merit System, which ensures that candidates meet the minimum qualifications for the position. Because of this requirement, HHS social worker staff who wish to be considered for a career ladder move are not able to be considered for a position without first applying through Merit Systems. Since we may have an internal social work candidate apply for the Social Worker III position, if approved, we would also respectfully request permission to backfill a social work position in Child Welfare should an internal candidate meet the qualifications and be advanced to the position.

**ALTERNATIVES:**

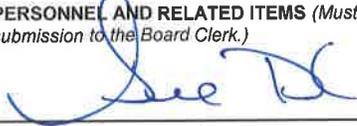
Denying this request would result in the existing staff, being at risk of inadvertent, compromised safety decisions on behalf of children due to unacceptable workloads.

**OTHER AGENCY INVOLVEMENT:**

Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, CASA, Foster Parents, Sheriff's Office, Bishop Police Department

**FINANCING:**

State and Federal funds, Social Services 1991 and 2011 Realignment. This position is budgeted in the Social Services budget (055800) in the salaries and benefits object codes. No County General Funds.

<b><u>APPROVALS</u></b>	
<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> <u>2/19/15</u> 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: <u>2/18/15</u> Date:

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2-22-15



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

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

12

Consent  
Hearing

Departmental

Correspondence Action

Public

Scheduled Time for

Closed Session

Informational

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF:** March 3, 2015

**SUBJECT:** Request for authorization to hire one APAR (part time) Addiction Counselor II or III contingent on qualifications in the HHS Behavioral Health Division.

**DEPARTMENTAL RECOMMENDATION:**

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

1. the availability of funding for the requested positions exists in the Behavioral Health budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
2. whereas it is unlikely that the Addiction Counselor position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply for that specialized position; and
3. approve the hiring of one APAR (part time) Addiction Counselor II, Range 60 (\$18.24-22.15 per hour) or Addiction Counselor III, Range 64 (\$20.01-\$ 24.33 per hour) contingent on qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

An APAR (part time) Addictions Counselor position in the Behavioral Health Division became vacant as of February 11, 2015. Services provided by this position include an array of addiction counseling and case management services for the Substance Use Disorder (SUD) programs in the Behavioral Health Division of HHS. In order to meet requirements for the provision of these services, including but not limited to access to funds under Drug Medi-Cal, these services require certification as a Drug and Alcohol Counselor by an accreditation agency recognized in the State of California. There are currently two certification programs accepted by the State of California. It has been increasingly difficult to identify candidates who have this specialty training. Programs offered by SUD include the Drinking Driver Program (DDP), Intensive Outpatient, Adolescent, Perinatal, Relapse Prevention, co-occurring disorders, aftercare and jail services. The need for addiction counseling and treatment has continued to increase especially in light of AB109 with treatment to the criminal justice population. Further, parity and coordinated care efforts underline the need for addiction treatment as part of a whole health response. The Affordable Care Act with expansion of Medi-Cal eligibility for unattached adults also has added to the number of persons with addiction issues eligible for services. Finally, there is an 1115 waiver to expand what is offered under Drug Medi-Cal to include further services. We are requesting an APAR position for a certified addiction counselor to fill our current vacancy. We will then be able to further assess whether we can be successful at locating a certified counselor at this level.

**ALTERNATIVES:**

The Board could choose to not to allow Behavioral Health to hire this position. This would seriously impact our ability to continue the service offerings to persons with addictions.

**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, schools, primary health, and law enforcement, in addition to most other HHS divisions.

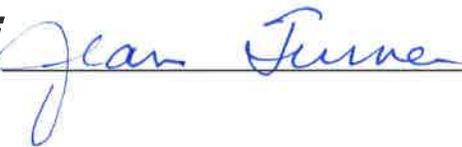
**FINANCING:**

Behavioral Health 2011 Realignment. This position will be budgeted in DDP (045312) in the salaries and benefits object codes. No County General Funds.

<b><u>APPROVALS</u></b>	
<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: <u>2/19/2015</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: _____ <u>✓ 2/18/15</u> Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 \_\_\_\_\_ Date: 2-22-15



**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:** March 3, 2015

**SUBJECT:** Inyo National Forest Plan Update

**RECOMMENDATION:** Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

**SUMMARY DISCUSSION:** The Inyo National Forest (INF) is working on updating the INF Plan.<sup>1</sup> Staff is working with Forest Service staff in developing the Plan, and will report on recent activities. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

**OTHER AGENCY INVOLVEMENT:** Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

**FINANCING:** General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

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

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



Date: 2/25/15

<sup>1</sup> Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision.



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
14

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** March 3, 2015

**SUBJECT:** Inyo National Forest Plan Update/Revision – County Priorities

**RECOMMENDATION:** Review and confirm the County Priorities developed by the Board of Supervisors in 2012 and updated in 2015 for the Inyo National Forest Plan Update/Revision.

**SUMMARY DISCUSSION:** The Inyo National Forest (INF) is working on updating the INF Plan.<sup>1</sup> At its April 17, 2012 meeting, the Board conducted a workshop, reviewed draft priorities to guide the work effort, and directed staff to present the priorities to the Natural Resource Advisory Committee (NRAC) and to then return with draft correspondence to the Forest Service for the Board's consideration. The NRAC considered the draft priorities on May 23, 2012 and unanimously recommended support. The Board subsequently authorized the attached correspondence on June 19, 2012 identifying the County's Priorities. Staff has utilized the Priorities to guide its work on the Forest Plan Update since.

Staff distributed the County's Priorities to the Board on January 13, 2015 during a semi-regularly scheduled agenda item to brief the Board about progress in coordinating the INF Plan Update/Revision. At that meeting, staff was directed to agendize the Priorities for further discussion. The Board then considered the Priorities at its February 3, 2015 meeting, and provided input to staff to update the priorities. Staff is now presenting the updated Priorities to the Board for its review.

**OTHER AGENCY INVOLVEMENT:** Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

**FINANCING:** General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

<sup>1</sup> Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision.

<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>
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: 2/25/15

Attachment – Updated Priorities

- Access – a sustainable road system should be implemented to enhanced to accommodate vehicular use, packing, hunting, hiking, and other recreational opportunities, as well as mining and other uses of the Forest. Mitigation opportunities for potential environmental impacts resulting from increased access should be identified and implemented.
  - Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources and other uses of the Forest, including grazing, mining, and the activities of native peoples (such as gathering).
  - Roadless Areas should be identified for removal or evaluation ~~if~~ as they are ~~not longer relevant or~~ roadless.
  - Conflicts between biological resources and human access should be identified and planned for.
  
- Vibrant Economy – the Plan should contribute substantially to the local economy due to the impact of the Forest on the County’s culture and fiscal health, and should not result in significant socioeconomic impacts.
  - Grazing, Mining, ~~Renewable Energy Production~~ Recreation, and other Multiple Uses – the Plan should support and encourage consumptive and sustainable uses of the Forest to contribute to the County’s economy and culture.
  - Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources. This type of recreation is an important economic driver for the County.
  - Use permits should be facilitated and streamlined for timely issuance and evaluated based upon scientific criteria.
  - Mitigation Bank – opportunities to shift land acquisition for mitigation of environmental impacts to restoration of degraded wilderness areas should be incorporated into the Plan to accommodate mitigation of human development elsewhere in the County.
  
- Local Culture – the Plan should support and enhance the culture of local communities to the extent social and cultural issues revolve around the forest.
  - Public Safety – access and accommodation for public safety purposes should be of paramount concern in the Plan, including for law enforcement (such as eradicating illegal drug production), fire management and suppression, and search and rescue.
  - Provide access to the Forest for gathering activities, prospecting, sightseeing, exploration, and camping.
  - Provide a continuing voice to the people living around the forest through their local government representatives.
  - Increase use of partnering with local communities, agencies, and non-profits.



**AGENDA REQUEST FORM**  
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For Clerk's Use Only:  
**AGENDA NUMBER**  
 15

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** March 3, 2015

**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

**SUMMARY DISCUSSION:** - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

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

**DEPARTMENT HEAD SIGNATURE:**

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

Date: \_\_\_\_\_



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 116

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** March 3, 2015

**SUBJECT:** Continuation of declaration of local emergency

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

**SUMMARY DISCUSSION:** - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received) \_\_\_\_\_ 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     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** March 3, 2015

**SUBJECT:** Continuation of declaration of local emergency

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

**SUMMARY DISCUSSION:** - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

Date: \_\_\_\_\_



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

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

18

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** March 3, 2015

**SUBJECT:** Continuation of proclamation of local emergency

**DEPARTMENTAL RECOMMENDATION:** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

**SUMMARY DISCUSSION:** - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

Date: \_\_\_\_\_



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 19

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

**FROM:** CLERK OF THE BOARD  
 By: Patricia Gunsolley, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** March 3, 2015

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - Request approval of the minutes of the Board of Supervisors Board Meetings of A) February 3, 2015 and B) February 10, 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

<b>APPROVALS</b>	
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)  
 (The Original plus 20 copies of this document are required)

Date: \_\_\_\_\_



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  20
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 11:45 a.m.     Closed Session     Informational

**FROM:** COUNTY ADMINISTRATOR AND HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** March 3, 2015

**SUBJECT: Purchase of Real Property**

**DEPARTMENTAL RECOMMENDATION:**

Request Board:

- 1) Conduct a public hearing to take public comment on the County's intent to purchase real property located at 586 Central Avenue, in the City of Bishop; and
- 2) Approve a Resolution titled "A Resolution of the Board of Supervisors of the County of Inyo to Purchase Real Property Located at 586 Central Avenue, Bishop, California" and (A) accept the Real Estate Purchase Agreement and Addendum with the Sellers, and by these acts authorize all steps needed to consummate the purchase of the Property; (B) authorize and direct the County Administrator to execute any ancillary documents necessary to consummate the purchase of the real property; (C) authorize and direct the Auditor-Controller to pay the amount of the purchase price remaining due and all closing and escrow costs, as set forth in the Agreement, and (D) authorize the County Administrator to accept the grant deed for the real property, to execute any recording certificate thereon, and record such deed in the Inyo County Recorder's Office.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Health and Human Services (HHS) Behavioral Health division has operated a Wellness Center in Bishop for over eight years. Pursuant to our Mental Health Services Act Community Services and Supports plan, the Wellness Center provides consumer-run support groups for people with mental illness, and their families.

Since 2011, the Wellness Center has been located in a leased office building in South Bishop. The leased office space does not adequately meet the needs for our services. In addition to the utter lack of parking at the current location, the building cannot be brought into ADA compliance without significant renovation and expense. Therefore, HHS has searched for a smaller, single story property to purchase for use as a Wellness Center to better meet the need of our consumers.

The County negotiating team, assigned by your Board to negotiate an offer to purchase, successfully secured a contingent purchase agreement for a commercially-zoned property located at 586 Central Avenue in Bishop.

As required by Government Code Section 65402, the County supplied a letter to the City of Bishop to request a report as to the conformity of the County's intended use of the structure with the City's General Plan. The City of Bishop provided a report as to the conformity on February 24, 2015.

Your Board is also being asked to receive public comment regarding the proposed purchase, and then consider adoption of a resolution to consummate the purchase of the property, for a total price of \$290,978.33, which includes closing costs. A down payment of \$1,000 has already been made by the County in order to open escrow, so the balance of funds due at closing will be \$289,978.33. Finally, we are asking your Board to authorize the County Administrator to sign all documents needed to complete the consummation of the purchase, and to authorize acceptance and recordation of the grant deed for the property.

**ALTERNATIVES:**

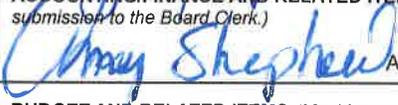
Your Board could choose not to consummate the purchase of this property, which could mean that the HHS Behavioral Health division would not have an adequate space in which to provide services that meet City of Bishop zoning rules and other regulatory requirements. The County would also forfeit the \$1,000 earnest money deposit already committed under the terms of the contingent purchase agreement.

**OTHER AGENCY INVOLVEMENT:**

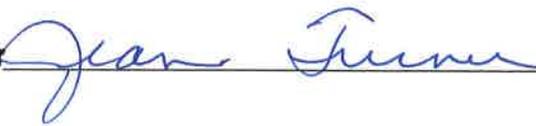
Public Works, City of Bishop

**FINANCING:**

The financing for this purchase and renovations of the property will be paid for with 100% MHSA funding. There are no discretionary General Fund dollars being used for this purchase. The balance of the amount owed for the property purchase of \$289,978.33 is budgeted in Community Mental Health, State Grants object code; 045200 – 4498.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>Yes</u> Date: <u>02-25-2015</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>2-25-15</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

**COUNTY ADMINISTRATOR SIGNATURE:**  \_\_\_\_\_ Date: 02-25-2015  
 (Not to be signed until all approvals are received)

**DEPARTMENT HEAD SIGNATURE:**  \_\_\_\_\_ Date: 2-25-2015  
 (Not to be signed until all approvals are received)

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO TO PURCHASE REAL PROPERTY LOCATED AT 586 CENTRAL AVENUE, BISHOP, CALIFORNIA.

WHEREAS, Gabriel Ruiz, Consuelo Moreno, Efrain Gonzales Granados, and Javier Ruiz Moreno (the "Sellers") are the owners of that certain real property located at 586 Central Avenue, Bishop, California (Inyo County Assessor's Parcel Number 001-065-17) ("Property") as more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Sellers are willing to sell the Property to the County of Inyo for the price of \$290,000, minus earnest money deposit already paid in the amount of \$1,000, plus closing and escrow costs in the amount of \$978.33 ; and

WHEREAS, representatives of the County and the Sellers successfully negotiated terms and conditions for the purchase of the Property by the County, which terms and conditions are memorialized in a contingent *Real Estate Purchase Agreement and Addendum* attached hereto as Exhibit "B" and incorporated herein by this reference as though set forth fully; and

WHEREAS, notice of the County's intention to consummate the purchase of the Property was duly published in accordance with Government Code section 25350; and

WHEREAS, on February 24, 2015, the City Administrator of the City of Bishop issued a letter finding the use of the aforementioned real property by the County consistent with the City's general plan and the applicable C-1 General Commercial and Retail District zone designation; and

WHEREAS, the Board of Supervisors has statutory authority to approve and consummate the purchase of the Property under Government Code section 25353; and

WHEREAS, the Board of Supervisor finds that the purchase of the Property is in the best interests of the people of Inyo County;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors accepts the *Real Estate Purchase Agreement and Addendum* with the Sellers, and by these acts authorizes all steps to consummate the purchase of the Property proceed forward.

BE IT FURTHER RESOLVED that the Board of Supervisors hereby authorizes and directs the County Administrator to execute any ancillary documents necessary to consummate the purchase of the real property.

BE IT FURTHER RESOLVED that the Auditor-Controller is hereby authorized and directed to pay the amount of the purchase price, as set forth in the Agreement, and all closing and escrow costs into the escrow in accordance with the Agreement.

BE IT FURTHER RESOLVED that the Board of Supervisors hereby authorizes the County Administrator to accept the grant deed for the Property and to execute any

recording certificate thereon, and directs that such deed be recorded in the Inyo County Recorder's Office.

PASSED AND ADOPTED on this \_\_\_\_<sup>rd</sup> day of \_\_\_\_\_ 2015 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Chairperson of the  
Board of Supervisors of Inyo County,  
State of California

ATTEST: Kevin Carunchio, Clerk of the Board

By \_\_\_\_\_  
Patricia Gunsolley  
Assistant Clerk of the Board

Exhibit A

LOT 3 IN BLOCK 2 OF THE GISH ADDITION, IN THE CITY OF BISHOP, COUNTY OF INYO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form RPA-CA, Revised 11/14)

Date Prepared: 12/18/2014

1. OFFER:

- A. THIS IS AN OFFER FROM County of Inyo ("Buyer").
B. THE REAL PROPERTY to be acquired is 586 Central Ave, Bishop, CA 93514, situated in Bishop (City), Bishop County, California, 93514 (Zip Code), Assessor's Parcel No. 001-065-17 ("Property").
C. THE PURCHASE PRICE offered is Two Hundred Ninety Thousand Dollars \$ 290,000.00.
D. CLOSE OF ESCROW shall occur on February 10, 2014 or sooner (date) or Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent Eastern Sierra Realty, Inc. (Print Firm Name) is the agent of (check/one): [X] the Seller exclusively; or both the Buyer and Seller. Selling Agent County of Inyo - Representative (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one) [X] the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.

C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a Possible Representation of More than One Buyer or Seller - Disclosure and Consent (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 1,000.00. (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other Inyo Mono Title within 3 business days after Acceptance (or Buyer Deposit with Agent: Buyer has given the deposit by personal check (or to the agent submitting the offer (or to The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)
B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C. ALL CASH OFFER: No loan is needed to purchase the Property. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or [X] Buyer shall, within 3 (or Days After Acceptance, Deliver to Seller such verification.

- D. LOAN(S): (1) FIRST LOAN: in the amount of \$ This loan will be conventional financing or FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other This loan shall be at a fixed rate not to exceed % or an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount. (2) SECOND LOAN in the amount of \$ This loan will be conventional financing or Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other This loan shall be at a fixed rate not to exceed % or an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount. (3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

- E. ADDITIONAL FINANCING TERMS:
F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 289,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
G. PURCHASE PRICE (TOTAL): \$ 290,000.00

Buyer's Initials ( ) ( ) Seller's Initials ( CA ) ( BR )

H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or \_\_\_\_ ) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (  Verification attached.)

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or  is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or \_\_\_\_ ) Days After Acceptance.

J. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 3 (or \_\_\_\_ ) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (  Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

Within 21 (or \_\_\_\_ ) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4)  NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B.  This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:

A. ADDENDA:	<input type="checkbox"/>	Addendum # _____ (C.A.R. Form ADM)
<input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)	<input type="checkbox"/>	Court Confirmation Addendum (C.A.R. Form CCA)
<input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)	<input type="checkbox"/>	Other _____
<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)	<input type="checkbox"/>	

B. BUYER AND SELLER ADVISORIES:	<input checked="" type="checkbox"/>	Buyer's Inspection Advisory (C.A.R. Form BIA)
<input type="checkbox"/> Probate Advisory (C.A.R. Form PAK)	<input type="checkbox"/>	Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
<input type="checkbox"/> Trust Advisory (C.A.R. Form TA)	<input type="checkbox"/>	REO Advisory (C.A.R. Form REO)
<input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA)	<input type="checkbox"/>	Other _____

6. OTHER TERMS: See terms stated on letter of intent dated December 10th, 2014.

7. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

(1)  Buyer  Seller shall pay for a natural hazard zone disclosure report, including tax  environmental  Other: \_\_\_\_\_ prepared by Disclosure Source

(2)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_

(3)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( LM ) ( LYR )





Property Address: 586 Central Ave, Bishop, CA 93514

Date: December 18, 2014

**9. CLOSING AND POSSESSION:**

- A. Buyer intends (or  does not intend) to occupy the Property as Buyer's primary residence.
- B. **Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (  AM/  PM) on the date of Close Of Escrow; (ii)  no later than \_\_\_ calendar days after Close Of Escrow; or (iii)  at \_\_\_  AM/  PM on \_\_\_\_\_.
- C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as  C.A.R. Form SIP, for Seller continued occupancy of less than 30 days,  C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. **Tenant-occupied property: Property shall be vacant at least 5 (or \_\_\_ ) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**

OR  **Tenant to remain in possession (C.A.R. Form TIP).**

- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

**10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or SSD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.
- (3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Seller, unless exempt from the obligation to provide a TDS, shall, within the time specified in paragraph 14A, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ) OR  Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Listing Broker, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days After Delivery** in person, or **5 Days After Delivery** by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community, of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
RPA-CA REVISED 11/14 (PAGE 4 OF 10)

Seller's Initials ( CM ) ( GR )



**F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) **SELLER HAS: 7 (or \_\_\_ ) Days After Acceptance** to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD).

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or \_\_\_ ) Days After Acceptance** to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

**11. CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

**12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except to the extent required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

**13. TITLE AND VESTING:**

A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
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Seller's Initials ( CM ) ( SR )



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- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.
- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. SELLER HAS: 7 (or \_\_\_ ) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(4), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.**
- B. (1) BUYER HAS: 17 (or \_\_\_ ) Days After Acceptance, unless otherwise agreed in writing, to:**
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(4), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
  - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
  - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or \_\_\_ ) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
  - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14C(1).
- C. SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
  - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- D. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or 3 ) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- F. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or \_\_\_ ) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
- G. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD) Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**
- 15. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or  \_\_\_ ) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
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Seller's Initials ( CA ) ( MR )



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- 16. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. BROKERS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, resolution, or formation documents of the business entity).
- 20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or \_\_\_ ) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.**
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or \_\_\_\_\_ ). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.**
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.**

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( AM ) ( GR )

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10)

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586 Central Ave



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- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

**21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:**

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14G, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials AMGR

**22. DISPUTE RESOLUTION:**

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 22C.

**B. ARBITRATION OF DISPUTES:**

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials AMGR

**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (ii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( AMGR ) ( AMGR )

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- 23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
- 26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOAA)
- 27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 28. **TERMS AND CONDITIONS OF OFFER:**

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

- 29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

30. **DEFINITIONS:** As used in this Agreement:

- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "Agreement" means this document and any incorporated addenda, counter offers and written terms Signed by all Parties collectively forming the binding agreement between the Parties. All terms and conditions of any addenda checked and Signed are incorporated into this Agreement.
- C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
- D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
- E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
- J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.

- 31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Eastern Sierra Realty, Inc., who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by  AM/  PM, on December 31, 2014 (date)).

One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date \_\_\_\_\_ BUYER \_\_\_\_\_

(Print name) County of Inyo

Date \_\_\_\_\_ BUYER \_\_\_\_\_

(Print name) \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials ( EM ) ( GR )



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32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: \_\_\_\_\_

One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date \_\_\_\_\_ SELLER \_\_\_\_\_  
(Print name) Gabriel Ruiz, Consuelo Moreno *Consuelo Moreno Gabriel Ruiz*

Date \_\_\_\_\_ SELLER \_\_\_\_\_  
(Print name) Efrain Gonzales Granados, Javier Ruiz Moreno *Efrain Gonzales Granados Javier Ruiz Moreno*

Additional Signature Addendum attached (C.A.R. Form ASA).

(\_\_\_\_/\_\_\_\_) (Do not Initial If making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_  
(Initials)  AM/  PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

**REAL ESTATE BROKERS:**

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_  
By \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
Real Estate Broker (Listing Firm) Eastern Sierra Realty, Inc. CalBRE Lic. # 01523354  
By *[Signature]* Randi Pritchard CalBRE Lic. # 01279671 Date 12/18/2014  
By \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address 462 Rose St City Bishop State CA Zip 93514  
Telephone (760)873-4161 Fax (760)873-4124 E-mail randi@mysierahomes.com

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers \_\_\_\_\_  Seller's Statement of Information and \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # \_\_\_\_\_  
 Department of Business Oversight,  Department of Insurance,  Bureau of Real Estate.

PRESENTATION OF OFFER: ( \_\_\_\_\_ ) Listing Broker presented this offer to Seller on \_\_\_\_\_ (date).  
Broker or Designee Initials \_\_\_\_\_

REJECTION OF OFFER: ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date).  
Seller's Initials \_\_\_\_\_

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Reviewed by \_\_\_\_\_  
Broker or Designee \_\_\_\_\_



RPA-CA REVISED 11/14 (PAGE 10 of 10)

**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)**

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

586 Central Ave

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



**BUYER'S INSPECTION ADVISORY**  
(C.A.R. Form BIA, Revised 11/14)

Property Address: 586 Central Ave, Bishop, CA 93514 ("Property").

**1. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

**2. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

**3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.

**B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.

**C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.

**D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.

**E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.

**F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).

**G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.

**H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.

**I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.

**J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.

**K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

**L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_  
*County of Inyo*

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BIA REVISED 11/14 (PAGE 1 OF 1)

**BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)**





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER  
OR SELLER - DISCLOSURE AND CONSENT**

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

**Multiple Buyers:** Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

**Multiple Sellers:** Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

**Dual Agency:** If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

**Offers not necessarily confidential:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

**Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.**

Seller Consuelo Moreno, Gabriel Ruiz Gabriel Ruiz, Consuelo Moreno Date \_\_\_\_\_  
 Seller Efraim Gonzales Granados, Javier Ruiz Moreno Efraim Gonzales Granados, Javier Ruiz Moreno Date \_\_\_\_\_

Buyer \_\_\_\_\_ County of Inyo Date \_\_\_\_\_  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Broker (Firm) Eastern Sierra Realty, Inc. CalBRE Lic # 01523354 Date \_\_\_\_\_  
 By Randi Pritchard CalBRE Lic # 01279671 Date \_\_\_\_\_

Real Estate Broker (Firm) \_\_\_\_\_ CalBRE Lic # \_\_\_\_\_ Date 12/18/2014  
 By \_\_\_\_\_ CalBRE Lic # \_\_\_\_\_ Date 12/18/2014

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**ADDENDUM**  
(C.A.R. Form ADM, Revised 4/12)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the:  Residential Purchase Agreement,  Manufactured Home Purchase Agreement,  Business Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement,  Vacant Land Purchase Agreement,  Residential Income Property Purchase Agreement,  Commercial Property Purchase Agreement,  Other \_\_\_\_\_

dated December 18, 2014, on property known as 586 Central Ave.  
Bishop, CA 93514

in which County of Inyo is referred to as ("Buyer/Tenant")  
and Gabriel Ruiz, Consuelo Morneo, Efrain Gonzalez Grandos, Javier Ruiz Moreno is referred to as ("Seller/Landlord").

**1. Terms as stated in December 10, 2014 Letter of Intent executed by both Buyer and Seller are herein incorporated into this agreement. Those terms include:**

**A. Seller to remove the woodstove.**

**B. Seller to install flooring and finish shower restoration in the front bathroom.**

**2. Sale is contingent upon the following terms:**

**Buyer must comply with Government Code Sections 25350 and 65402 - which include public noticing requirements and cooperation from the City of Bishop. The Buyer will work diligently to fulfil these timelimes as effeciently as possible. It is anticipated that escrow will close no later than March 6, 2015.**

**3. Sale is contingent upon final approval by the County of Inyo Board of Supervisors.**

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_

Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_  
County of Inyo

Seller/Landlord \_\_\_\_\_  
Gabriel Ruiz, Consuelo Morneo

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_  
Efrain Gonzalez Grandos, Javier Ruiz Moreno

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ADM REVISED 4/12 (PAGE 1 OF 1)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



ADDENDUM (ADM PAGE 1 OF 1)





**NORTHERN  
INYO HOSPITAL**  
Northern Inyo County Local Hospital District

150 Pioneer Lane  
Bishop, California 93514  
(760) 873-5811 voice  
(760) 872-2768 fax

**Board of Directors**

- ◆ **M.C. Hubbard**  
President
- ◆ **Denise Hayden**  
Vice President
- ◆ **D. Scott Clark,**  
M.D.  
Secretary
- ◆ **Peter Watercott**  
Treasurer
- ◆ **John Ungersma**  
M.D.  
Member At Large

**Mission**

**To provide quality healthcare by maintaining an environment that is positive and caring for the patients, staff and community we serve, in a financially responsible manner.**

**Web Site**  
[www.nih.org](http://www.nih.org)

February 25, 2015

Inyo County Board of Supervisors  
Box N  
Independence, CA 93526

Inyo County Board of Supervisors,

Northern Inyo Hospital's Board of Directors and Administration is requesting a letter of support regarding their efforts to work towards better alignment of healthcare services. Recently Mammoth Hospital made a decision to relocate a clinic and provide services in Bishop. This included the installation of a digital x-ray unit. The Board and Administration of Northern Inyo Hospital believe this unnecessary escalation of healthcare capital expenditure will increase the overall cost of healthcare to the people in the Northern Inyo County Local Hospital District. We already provide all the services they are expecting to provide. The lack of accountability for their Bishop patients results in our physicians having to provide emergent follow-up care for the infections and other negative outcomes which present to our emergency room.

While we support their right to operate in Mono County and have their patients see them there, we do not agree that they should operate a clinic in Bishop which results in a cost to Northern Inyo Hospital. While they state they take all patients including those without the ability to pay, we have experienced a different reality.

We believe allowing Mammoth Hospital to operate in our District to provide services currently provided as well or better by Northern Inyo Hospital will put an unnecessary tax burden on the Northern Inyo County Local Hospital District.

We appreciate your support and hopeful that you will support us with a letter.

  
Victoria Alexander Lane, CEO  
On behalf of the Northern Inyo County Local Hospital District.  
(760) 873-2838

RECEIVED  
2015 FEB 26 AM 8:27  
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