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.

December 11, 2012

9:00 a.m. ***INVOCATION*** by Supervisor Richard Cervantes

PLEDGE OF ALLEGIANCE

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

1. ***PUBLIC COMMENT***
2. ***COUNTY DEPARTMENT REPORTS*** *(Reports limited to two minutes)*
3. ***INTRODUCTION*** – Mr. Jim Tatum, Deputy Public Works Director will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

4. ***Emergency Services*** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.
5. ***Information Services*** – Request approval of the Information Technology Initiative Policy.

DISTRICT ATTORNEY

6. Request approval of the Inyo County Victim Witness Assistance Unserved/Underserved Victim Advocacy and Outreach Program Grant from Cal-EMA for the period of October 1, 2012 through September 30, 2013; and authorize the District Attorney to sign any documentation to accept and utilize the grant.

HEALTH AND HUMAN SERVICES

7. ***ESAAA*** – Request approval of the Contract between the County of Inyo and Catherine Denevi, a licensed attorney, to provide legal assistance to the alder adult population targeted through Eastern Sierra Area Agency on Aging (ESAAA) in an amount not to exceed $69,096, for the period of December 2, 102 through June 30, 2016, contingent upon the Board's adoption of future budgets and subject to annual renewals based on performance; and authorize the Chairperson to sign.

PLANNING

8. ***Yucca Mountain*** – Request Board certify that $129,755.66 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425, and the 2010 Energy and Water Development and Related Agencies Appropriations Act; authorize the Chairperson to sign the certification; and direct staff to submit the certification to the U. S. Dept. of Energy.

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

9. ***ROAD DEPARTMENT*** – Request Board A) ratify and approve (a) the agreement to rent paving machine from McMurtrie-Tanskley, Inc. and approve the payment of $27,720; (b) the agreement to rent pavement rollers from United Rentals and approve the payment of $7,594.93 (c) the agreement for trucking to deliver asphalt paving materials to Coso Paving Project and approve the payment of $16,720 to Nite Owl Transportation and $32,195 to Construction Specialty; and B) amend the FY 2012-13 Road Budget Unit 034600 by increasing appropriations in Equipment Rental *(Object Code #5281)* by $35,315, and Professional Services *(Object Code #5265)* by $48,915; and decreasing appropriations in Equipment *(Object Code #5650)* by $84,230.

10. ***SHERIFF'S DEPARTMENT*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Correctional Officer positions comes from the General Fund, as certified by the Sheriff, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Correctional Officer, the positions could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure the positions are filled with the most qualified applicants; and C) approve the hiring of two Correctional Officers at Range 64 ($3,590 – $4,363).

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 Health and Human Services Supervisor position exists, as certified by the Director of Health and Human Services, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Health and Human Services Supervisor, the position could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply; if one is not found on an existing list; and C) approve the hiring of one Health and Human Services Supervisor, at Range 66 ($3,757 – $4,574)

12. ***HEALTH AND HUMAN SERVICES – EMS*** – Request approval of the Memorandum of Understanding (MOU) between the counties of San Bernardino and Inyo, and the Death Valley National Park for the purpose of providing a mutual aid plan to be effective when the demands within a Party's jurisdiction will exceed or likely exceed the available resources to be able to respond effectively to emergencies that may result from a disaster within the limit of the two counties and provide for those situations in which emergencies occur where a non-county asset may provide the most effective life-saving medical treatment; and authorize the Chairperson to sign.

13. ***HEALTH AND HUMAN SERVICES – ESAAA*** – Request Board appoint the following to the Eastern Sierra Agency on Aging Advisory Council representing the categories and initial staggered terms as recommended by Staff: Rachel Lober of Bishop; Mary Jefferson of Lone Pine; Roger Rasche of Lone Pine, Jim Copeland of Benton, Phyllis Mikalowsky of Lone Pine, Selma Calnan of Bishop, Saul Sanabria, Inyo Mono VSO, Christie Martindale of Toiyabe Indian Health Project; and one member of the Board of Supervisors. *(Notice of vacancies resulted in requests for appointment being received from Ms. Lober, Ms. Jefferson, Mr. Rasche, Mr. Copeland, Ms. Mikalowsky, Ms. Calnan, Mr. Sanabria, Ms. Martindale, and Ms. Carol Balliet).*

14. ***HEALTH AND HUMAN SERVICES – ESAAA*** – The Board of Supervisors/Eastern Sierra Area Agency on Aging Governing Board will receive and discuss updates regarding current issues affecting the delivery of senior services in Inyo County and the Eastern Sierra encompassed by Public Service Area 16, providing direction as appropriate.

15. ***TREASURER-TAX COLLECTOR*** – Request approval to conduct a public auction, via the internet, to offer for sale to the highest bidder certain tax-defaulted parcels of land that are subject to the Tax Collector's Power to Sell.

16. ***TREASURER-TAX COLLECTOR*** – Request Board declare Bid4Assets, Inc., a sole source provider of land tax-default land auction services and approve the Agreement between the county of Inyo and Bid4Assets, Inc. for on-line, internet, tax-defaulted land auction services; and authorize the Chairperson to sign.

17. ***COUNTY ADMINISTRATOR*** - Request Board A) find that consistent with the adopted Authorized Position Review Policy: (a) the funding for the position comes from the General Fund and, possibly, certain Non-general Fund departments depending on the job responsibilities and associated budget allocations, as certified by the County Administrator and concurred with the Auditor-Controller; (b) the vacancy could possibly be filled by internal candidates meeting the qualifications for the position, however, however an open recruitment is appropriate to ensure the position is filled with the best qualified candidate; and (c) approve the hiring of one Deputy County Administrator at Range 88 ($6,370 - $7,740) up to a Step E, OR a Senior Deputy County Administrator at Range 92 ($7,026 – $8,540) depending on the qualifications of the selected candidate as determined by the County Administrator; and B) designate and authorize the County Administrator to sign a personal services contract with the successful candidate for the Deputy County Administrator or Senior Deputy County Administrator position at the salary range corresponding with the level of the position(s) approved by your Board.

18. ***PLANNING*** – Request Board receive an update on the Brownfields Assessment Coalition Grant and provide direction to staff.

19. ***PLANNING*** – Request Board A) receive information regarding coordination with Forest Service staff concerning the Inyo National Forest Plan Update/Revision and provide input; B) approve the correspondence regarding the Science Synthesis; and authorize the Chairperson to sign; C) review the draft Collaboration and Communication Plan for the Update effort; and D) approve the correspondence regarding the draft Plan; and authorize the Chairperson to sign.

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

10:30 a.m. 20. ***COUNTY ADMINISTRATOR – COUNTY COUNSEL – PLANNING*** – Request Board A) review the Sales and Use Tax Agreement proposed by BrightSource Energy for the Hidden Hills Solar Energy Generating System Project, and accept staff's recommendation that the Board not endorse the agreement; and B) consider authorizing the Chairperson to sign the Agreement originally proposed by staff to BrightSource Energy, and on which BSE's proposed agreement is based, contingent upon all of the signatures being obtained by December 30, 2012.

11:30 a.m. 21. ***ENVIRONMENTAL HEALTH*** – Request Board B) conduct a ***public hearing*** on an ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Inyo County Ordinance Number 1132, Repealing Chapter 7.52 of the Inyo County Code and Enacting a New Chapter 7.52 of That Code Relating to Service and Permit Fees of the Inyo County Department of Environmental Health Services;" which will modify the Environmental Health Services fee schedule in water laboratory and retail food fees as pertains to community events, temporary good facilities and the newly established cottage food industry and provide for annual 3% adjustments to the fees; and B) waive the first reading of the Ordinance and schedule the enactment for 11:30, December 18, 2012 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

22. ***HEALTH AND HUMAN SERVICES – Mental Health Services*** – Request Board A) conduct a ***public hearing*** on a proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Revising Inyo County Community Mental Health Services Fees," that will repeal current Ordinance No. 1051; and B) wave the first reading of the ordinance and schedule the enactment for 11:30 a.m., Tuesday, December 18, 2012 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

23. ***PUBLIC COMMENT***

CLOSED SESSION

24. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(C)].*** – decision whether to initiate litigation (one case).

25. ***PERSONNEL [Pursuant to Government Code §54957]*** - Public Employee Performance Evaluation - Title – Regional Director, Eastern Sierra Child Support Services.

26. ***CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code §54957.6)*** – Instructions to Negotiators re: wages, salaries and benefits – Title: Regional Director, Eastern Sierra Child Support Services – Negotiator – as designated by the Board of Supervisors.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL

27. ***LICENSES*** – California Dept. of Alcoholic Beverage Control Notice of Intention to engage in the sale of alcoholic beverages at 232 N. Main Street, in Bishop.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
4

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 11, 2012

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

SUMMARY DISCUSSION: - During your August 5, 2008 Board of Supervisors meeting your Board took action to continue the local emergency, which was a result of the Inyo Complex Oak Creek Mud Flows. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a week-to-week basis. The recommendation is that the emergency be continued until the permanent diversions are in place. LADWP has notified your Board that the completion of the project is expected for sometime this fall. Therefore, it is recommended that your Board continue the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

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

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
5

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **December 11, 2012**

SUBJECT: Information Technology Initiative Policy

DEPARTMENTAL RECOMMENDATION:

Request your Board adopt the Information Technology Initiative Policy.

SUMMARY DISCUSSION:

On November 6, 2012, a workshop was presented to your Board regarding County of Inyo - Information Services status and goals. The need for a formal policy addressing information technology initiatives throughout the County was discussed briefly during the workshop. The Information Technology Initiative Policy presented here is the result of that discussion.

The recommended policy memorializes the process followed regularly at the County; however, there have been a number of notable exceptions to the regular, but informal process that have resulted in unnecessary costs to the County, put the County at risk, and negatively impacted operations. In an effort to reduce future risk and negative impacts, Information Services is requesting you Board adopt the formal Information Technology Initiative Policy.

ALTERNATIVES:

Your Board could choose not to adopt the policy or could direct staff to modify the policy for re-consideration.

OTHER AGENCY INVOLVEMENT:

All County departments would be affected by this policy.

FINANCING:

There are no costs associated with the adoption of this policy.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 12/5/12

County of Inyo
Technology Initiative Policy

1. Statement of Policy

The County of Inyo recognizes information technology as an indispensable tool of contemporary government and should be leveraged to increase the quality of the services provided and reduce the overall cost of government.

The County of Inyo Information Services Division has broad responsibility to support information technology (IT) at the County. The Information Services Division responsibilities include daily technical support for end-users, support and management of core computing systems, support and management of telecommunication systems, technology procurement review and authorization, IT asset management, IT budget management, IT policy and procedure development, technical advocacy and strategy, interagency and interdepartmental IT coordination, and technology project oversight.

If not properly executed, the acquisition, deployment and management of technology can incur additional, significant costs and can negatively impact the ability to deliver quality services.

All departments shall solicit and obtain authorization and support from the County of Inyo Information Services Division prior to commencing any technology initiative. Information Services Division authorization and support should be requested and acquired first, but does not relieve the department of obligations to obtain other approvals, such as Board of Supervisors and purchasing approval, that may be additionally required.

2. Procedures

Examples of initiatives requiring Information Services Division authorization (not exclusive):

- Acquisition or implementation of IT hardware (computers [including tablets or other form factors], peripherals [printers, scanners, fax machines, etc.], telephones or other communication devices [including data communication devices], etc.)
- Modification or relocation of IT hardware
- Acquisition or implementation of software
- Modification of software

- Use of non-County technical support other than as contracted or otherwise pre-established and pre-approved by the County
- Negotiation with any party regarding acquisition or implementation of any combination of software or hardware comprising a productivity tool or business system
- Negotiation with any party regarding modification to any existing IT hardware or software component or system
- Negotiation with any party regarding acquisition or implementation of any telecommunication component or system
- Negotiation with any party regarding modification to any existing telecommunication component or system

General

Decisions regarding information technology initiatives shall be based on consideration and analysis of benefits to the citizens; mandates; risk of proceeding or not proceeding; short and long-term impacts on business processes; impacts to the organizational culture; ability of the Information Services Division to render necessary participation, support and expertise; anticipated resiliency and life-span, Return on Investment; and availability of funding for acquisition and ongoing operating costs.

Procedure

To obtain Information Services Division authorization and support in order to begin a technology initiative, submit a request in writing to the Information Services Division that includes the following information:

Department-

Provide the recognized name of the County department making the request.

Requestor-

Provide the name of the individual making the request on behalf of the Department.

Date-

The date the request was submitted to the Information Services Division.

Business case-

- Detail the reason the request is being made
- Describe the purpose of the initiative

- Include a brief description of the benefit to Inyo County citizens and ramifications if the initiative is not undertaken or is delayed

Mandate-

Specify if this request is based on a State or Federal mandate or is otherwise required. If the initiative is not required or mandated, state that the initiative is Not Mandated.

Critical dates-

- Describe any critical dates associated with the request
- If the initiative must start by a specific date, provide the required start date
- If the initiative must be completed by a specific date, provide the required completion date
- Describe and provide any additional noteworthy dates related to the request as well

Estimated costs-

Provide any estimated (or firm) costs (acquisition, implementation, operating, other) that are known at the time of the request.

Funding Budget Unit-

Provide the Budget Unit(s) that have been identified as the funding source for the initiative. Provide this information even if costs are unknown at the time of the request.

If budget authority does not exist or is insufficient to fund the entire cost of the project, state such.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
6

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Arthur J. Maillet, District Attorney

FOR THE BOARD MEETING OF: December 11, 2012

SUBJECT: California Emergency Management Agency (Cal-EMA) - Victim/Witness Unserved/Underserved Victim Advocacy and Outreach Program.

DEPARTMENTAL RECOMMENDATION:

A) Request Board Authorize acceptance of the Inyo County Victim Witness Assistance Unserved/Underserved Victim Advocacy and Outreach Program (UV 12 03 0140) Grant from the California Emergency Management Agency (Cal-EMA) for the period October 1, 2012 – September 30, 2013.

B) Authorize District Attorney to sign any documentation to accept and utilized the grant on behalf of the County.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This is the (3rd) Third year of a (5) five year grant award we have applied for and been offered.

The grant total is $96,669. This grant allows the District Attorney's Office the additional funds, after the Victim Witness Assistance Program Grant, for Salary and Benefits for the Victim Witness Project Coordinator and the Victim Witness Assistant for a total of 100%. This grant also allows for operational costs and travel costs.

The main focus of this grant is to allow for travel to the outlining areas and the most rural areas of Inyo County to provide services to the Unserved/Underserved population of Inyo County. This grant also allows our Victim Witness Advocates to provide the following services:

- Provision of services to victims of all types of crime that will reduce the trauma related to being a victim/witness to a crime.
- Services include crisis intervention, referral to community services, property return, orientation to the criminal justice system, court escort and support, case status updates, restitution assistance, victim impact statements, restraining order assistance, and other services that are mandated in the program guidelines.
- Advocacy and the application(s) are provided to help victims obtain benefits for medical, mental health, funeral and burial, emergency relocation, and job restraining for crime related expenses from the Victims of Crime Program.

ALTERNATIVES:

Without your Board's acceptance of the grant the project could be terminated.

OTHER AGENCY INVOLVEMENT:

Inyo Sheriff's Department, Inyo Child and Adult Protective Services, Inyo County Probation Department, Bishop Police Department, California Highway Patrol, and Wild Iris Women's Services.

FINANCING:

Grant amount is $96,669. Budget Number 622112. The County expends funds and then a claim is made to the State for reimbursement.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: — Date 11-29-12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: V Date 12-3-12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

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

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
SECRETARY

Cal EMA
CALIFORNIA EMERGENCY
MANAGEMENT AGENCY

November 8, 2012

RECEIVED
Inyo C...
Ind...

Arthur J. Maillet, District Attorney
Inyo County
P.O. Box Drawer D
Independence, CA 93526

Subject: **NOTIFICATION OF APPLICATION APPROVAL**
Unserved/Underserved Victim Advocacy and Outreach Program
Award #: UV12 03 0140, Cal EMA ID: 027-00000

Dear Mr. Maillet:

Congratulations! The California Emergency Management Agency (Cal EMA) has approved your application in the amount of $96,669, subject to Budget approval. A copy of your approved subgrant is enclosed for your records.

Cal EMA will make every effort to process payment requests within 60 days of receipt.

This subgrant is subject to the Cal EMA Recipient Handbook. You are encouraged to read and familiarize yourself with the Cal EMA Recipient Handbook, which can be viewed on Cal EMA's website at www.calema.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal EMA.

Should you have questions on your subgrant, please contact your Program Specialist.

PSVS Grant Processing

Enclosure

c: Recipient's file

3650 SCHRIEVER AVENUE • MATHER, CALIFORNIA 95655
PUBLIC SAFETY VICTIM SERVICES BRANCH
TELEPHONE: (916) 845-8301 • FAX: (916) 636-3770

For Clerk's Use Only:
AGENDA NUMBER

7

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: December 11, 2012

SUBJECT: Approval of Contract for ESAAA Legal Assistance

DEPARTMENTAL RECOMMENDATION:
Recommend Board approve contract with Catherine Denevi, a California licensed attorney, to provide legal assistance to the older adult population targeted through Eastern Sierra Area Agency on Aging (ESAAA), in an amount not to exceed $69,096, for the period December 1, 2012 through June 30, 2016, subject to annual renewals based on performance and authorize the Chairperson to sign, contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
As Board may recall, the first round of Requests for Qualifications (RFQ) for ESAAA legal assistance resulted in only one respondent who was found to have a conflict of interest. In the second RFQ round, again there was one respondent, Catherine Denevi, who is currently re-locating to the Owens Valley.
Ms. Denevi has agreed to begin providing legal services to our ESAAA senior citizens in December, pending approval of her contract. Although the annual amount allocated by Board is $19,632, in year one ending June 30, 2013, only $10,200 remains for year one because of the need to use some of the funding for an interim contract during the previous two rounds of RFQs.

ALTERNATIVES:
Board could decline to approve this contract, leaving ESAAA for no entity to provide legal assistance.

OTHER AGENCY INVOLVEMENT:
County of Mono, California Department of Aging

FINANCING:
This funding is 100% Federal IIIB funds from the California Department of Aging. Budgeted 100% in ESAAA (683000) in Professional Services (5265), in a total amount of $69,096 from December 1, 2012 through June 30, 2016. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes Date: 11/27/2012
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 11/30/12
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: 11/29/12
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner by JS Date: 12-4-12

AGREEMENT BETWEEN COUNTY OF INYO
AND Catherine I. Denevi
FOR THE PROVISION OF Legal Assistance **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Legal Assistance services of Catherine I. Denevi of Vista, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from December 1, 2012 to June 30, 2016 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Jean Turner, whose title is: Director. Travel and

Per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed $69,096 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in

Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

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

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this

Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo:

Health & Human Services	Name
163 May Street	Street
Bishop, CA 93514	City and State

Contractor:

Catherine I. Denevi — Name

PMB 138, 993 "C" S. Sante Fe — Street

Vista, CA 92083 — City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Catherine I. Denevi

FOR THE PROVISION OF Legal Assistance **SERVICES**

21 IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS DAY OF November, 2012.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Catherine Denevi, Esq.
Print or Type Name

Signature

Dated: 11/21/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN INYO MONO AREA AGENCY ON AGING
AND Catherine I. Denevi
FOR THE PROVISION OF Legal Assistance SERVICES

TERM:

FROM: DECEMBER 1, 2012 **TO: JUNE 30, 2016**

SCOPE OF WORK:

Contractor will provide access, at no cost, to legal assistance by a California licensed attorney in good standing, for the benefit of Inyo and Mono County's residents, aged 60 and over, in compliance with the Older American Act, Older Californian's Act, and County of Inyo requirements. Such assistance may be provided by law students, paralegals, paralegal interns, attorneys not licensed in California, and lay advocates under the direct supervision of a California licensed attorney. As required by the California Statewide Guidelines for Legal Assistance prepared by the California Department of Aging (CDA), Contractor shall:

General Terms

1. target services to those in greatest social or economic need, disadvantaged or vulnerable older adults. Examples of such groups to be considered to receive priority for legal assistance services include older adults who are:
   a. Homebound
   b. Long-term care residents
   c. Without access to transportation
   d. Living alone with no support
   e. Experiencing chronic health problems
   f. Abused
   g. Deaf/hearing impaired
   h. Immigrants
   i. Limited English proficiency
   j. People with mental or physical disabilities
   k. Grandparents caring for grandchildren

2. recognize that the Legal Assistance program is part of a continuum of care and will coordinate with ESAAA and other aging programs to economize costs and develop systems for greatest impact.
3. address all ESAAA legal services, as necessary, (e.g., Ombudsman, caregiver, etc.)
4. empower older adults to secure their own rights.
5. protect against threat/loss of basic and essential civil rights (e.g., shelter, health care, income, personal and economic security).
6. consider outcomes and target resources to achieve outcomes that make a difference in the lives and well-being of disadvantaged or vulnerable older persons.
7. balance coordination with local needs and situations.

8. address locally prioritized substantive legal issues as identified through the planning process for the current Four-Year Plan, including but not limited to:
   a. Wills, trusts and estate planning
   b. Powers of attorney
   c. Advance Directives
   d. Individual/Privacy Rights vis-à-vis Adult Children

9. Seek to reach concurrence with ESAAA annually on the local legal services needs, issue area priorities and identification of target populations.
10. In partnership with ESAAA, solicit and consider the views of older people to determine priority legal areas.
11. When necessary, provide or refer clients to effective, high quality administrative and judicial representation. Contractor shall maintain a written Referral Plan which specifies how referrals, including fee-generating cases, will be distributed to the private bar including groups within the private bar furnishing services to older individuals on a pro bono or reduced fee basis.
12. Utilize funds received from ESAAA to maintain or increase, to the extent practicable, the level of legal assistance furnished to eligible individuals. Funds will not be used to supplant funds from other federal or non-federal sources.
13. As required by the Older Americans Act, not condition access to the provision of services solely on the older individual's level of income or resources. However, Contractor may question the client about financial circumstances as part of the process of providing legal advice, counsel and representation, and also for the purpose of identifying additional financial resources to which the client may be entitled, and to assist in targeting Contractor's resources as required by the Agreement in #1 above.
14. Have ready access for Contractor's staff: relevant U.S. Code and Code of Federal Regulations, local laws and regulations; relevant California laws, regulations and rules and other relevant information. California Department of Aging (CDA) Program Memo 08-10 (P) is attached and, by reference, is included in this Agreement.
15. Have written procedures for case intake, acceptance and rejection.
16. Maintain confidentiality in accordance with relevant law and professional codes.
17. Inform clients or prospective clients of the mechanism for filing complaints or grievances about the operation of the Legal Assistance program.
18. Develop and follow a protocol and a program policy for referral of fee generating cases consistent with the Older Americans Act.
19. Ensure that neither Contractor's staff nor volunteers take on, as private cases for a fee, clients who seek assistance from Contractor for that same matter.
20. Ensure legal assistance staff attend at least one training per year relevant to the subject areas of legal assistance provided.
21. Ensure compliance with ethical guidelines as outlined in CDA's California Statewide Guidelines for Legal Assistance.
22. Comply with all CDA and ESAAA reporting requirements, as outlined in attached CDA Program memo 08-10(P), and in coordination with the ESAAA Director or her designee.
23. Contractor will provide at least 4 hours per week of legal assistance services in December 2012, and at least 6 hours per week during January 2013 – June 2016.

Terms for Coordination with Long-Term Care Ombudsman

The California Department of Aging (CDA) requires an agreement for coordination between the Contractor for legal services and the local Long-Term Care Ombudsman Program. This section shall serve as that agreement with the ESAAA Long-Term Care Ombudsman Program.

Conflict of Interest:

Contractor shall be free from conflicts of interest, as outlined in Section 19 of this Agreement, and as outline in all relevant State law. Further, pursuant to the By-laws of the ESAAA Advisory Council, Contractor may not be a member of that Advisory Council for the duration of this contract period.

Provision of Legal Advice:

Contractor shall not provide legal advice to the Long-Term Care Ombudsman Program staff who shall be provided legal services by the Office of Inyo County Counsel.

Procedures for Referral:

Contractor may provide direct legal assistance to residents of long-term care (LTC) facilities where the clients are otherwise eligible and services are appropriate.

For such LTC clients in need of more extensive legal assistance, referral procedures shall be included in Contractor's written Referral Plan required for all legal assistance referrals, in General Terms,#11 above.

Certification Regarding Lobbying

Contractor certifies to the best of his/her knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, or to any person for influencing or attempting to influence an officer or employee of any agency, a member, their employee, office or employee of Congress in connection with the awarding of any federal contract, the making of any federal loan or grant, the entering into or extension of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement,, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. This certification is a prerequisite for making or entering into this Agreement imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Annual Re-Negotiation of Contract Terms

No later than May of each year, County and Contractor shall review and re-negotiate renewal terms of this Agreement for each subsequent year of the 2012-2016 period identified in the original Request for Qualifications.

ATTACHMENT B

AGREEMENT BETWEEN INYO MONO AREA AGENCY ON AGING AND Catherine I. Denevi FOR THE PROVISION OF Legal Assistance SERVICES

TERM:

FROM: DECEMBER 1, 2012 TO: JUNE 30, 2016

SCHEDULE OF FEES:

FY 2012-2013 (December, 2012 – June, 2016) = $10,200
FY 2013-2014 = $19,632
FY 2014-2015 = $19,632
FY 2015-2016 = $19,632

Total Contract amount for December 1, 2012 – June 30, 2016 not to exceed $69,096. Contractor will submit an invoice for the actual monthly expenditures and ESAAA will reimburse based on the actual expenditures up to the maximum monthly amount (1/7 of the total annual contract amount for FY 12/13 and 1/12 of the total annual contract amount for future fiscal years). If Contractor's expenses are either less than or over the monthly maximum, those differences may be reconciled with future months' funds, within the same fiscal year, so long as the Contractor is continuing to provide services pursuant to this contract within those same future months. Notwithstanding paragraph 3.E., the monthly invoice shall be submitted by Contractor to the ESAAA administrative services contractor (Inyo County) by the tenth (10th) of the month following the end of the month for services delivered in the previous month, and shall be paid by ESAAA by the end of the month after the monthly invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice.

ESAAA will pay Contractor as follows: Reimbursement for actual staff hours performing the Scope of Work at the hourly rates specified below, and Contractor also has the ability to charge up to 8% of those costs as indirect costs.

Contractor will submit monthly statements, which indicate the hours worked by staff pursuant to the work in Attachment A. Said monthly statements shall include a summary of hours of attorney.

Contractor will provide 10% cash and/or in-kind match to total contract amount annually.

Contractor may accept voluntary contributions from clients served, but such contributions may not be required, nor requested in any manner that could be perceived as coercive.

Upon receipt of statement ESAAA will issue check to Contractor.

Hourly rates include:

- Attorney hourly rate: $50.00

1. Contractor will provide a budget to ESAAA that includes funding for the entire Legal Services program, not just the portion funded with California Department of Aging (CDA) funds. The

budget must identify all Federal, State, Match, Non-Match, Program Income, Direct and Indirect Costs, for the entire program.

2. By July 30, 2013, Contractor shall submit a year-end closeout, which identifies ESAAA funds received, and the disposition of those funds. The closeout report must identify all Federal, State, Match, Non-Match, Program Income, Direct and Indirect Costs, for the entire program, not only the CDA funds that were received. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs. The amount of the contract shall be specifically identified in Contractor's audit report, a copy of which shall be furnished to ESAAA annually after the audit has been completed.

3. Contractor must be able to document that funds granted under this agreement were spent in accordance with applicable laws, regulations and conditions cited in ESAAA contract AP 1213-16 with the California Department of Aging which are incorporated herein by reference. Documentation should verify revenue expenditure, project income and matching amounts reported on monthly and year-end financial reports submitted to ESAAA.

4. Program materials (such as purchase of elder law publications, brochure printing, etc.) directly related to senior services may be charged to ESAAA; total not to exceed $250 in the contract.

Contingent upon continued funding from CDA.

Definitions:

Matching Contributions mean 10% local cash and/or in-kind contributions by the Contractor, or other local resources that qualify as match for the contractor funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.
3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars.

In-kind Contributions mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.)

Non-Matching Contributions mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.)

Program Income means revenue generated by the Contractor from contract-supported activities. Program income is:

1. Voluntary contributions received from a participant or responsible party as a result of services.
2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
3. Royalties received on patents and copyrights from contract-supported activities.
4. Proceeds from sale of items fabricated under a contract agreement.

Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

Eligible Service Population for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social needs with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Catherine I. Denevi
FOR THE PROVISION OF Legal Assistance **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** June 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Notwithstanding paragraph 3.B, travel or per diem will not be paid pursuant to this Agreement.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Catherine I. Denevi
FOR THE PROVISION OF Legal Assistance **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** June 30, 2016

FORM W-9

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

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Catherine I. Denevi
FOR THE PROVISION OF Legal Assistance **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** June 30, 2016

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate. 500,000

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY ARNOLD SCHWARZENEGGER, *Governor*

DEPARTMENT OF AGING
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PROGRAM MEMO

TO: **AREA AGENCIES ON AGING DIRECTORS**	NO.: **PM 08-10 (P)**
SUBJECT: Title III Legal Services Reporting	DATE ISSUED: March 10, 2008
REVISED: N/A	EXPIRES: July 1, 2011
REFERENCES: N/A	SUPERSEDES: N/A

PROGRAMS AFFECTED:
[ ] All [X] Title III-B [ ] Title III-C1/C2 [ ] Title III-D [ ] Title III-E [ ] Title V
[ ] CBSP [ ] MSSP [ ] Title VII [ ] ADHC [ ] HICAP [ ] Other:_____

REASON FOR PROGRAM MEMO:
[ ] Change in Law or Regulation [ ] Response to Inquiry [X] Other Specify: New State Reporting Requirements

INQUIRIES SHOULD BE DIRECTED TO: Chisorom Okwuosa, Senior Staff Counsel, (916) 419-7500 or cokwuosa@aging.ca.gov.

This Program Memo is to notify Area Agencies on Aging (AAA) and Title III Legal Services providers (LSP) that effective **July 1, 2008**, all AAAs and LSPs will be required to comply with the California Legal Services Uniform Reporting System (URS), developed by the California Department of Aging (CDA) in December 2007. Each AAA is required under the URS to submit quarterly reports on legal services to CDA.

The URS consists of the following:

1. Intake Form – CDA Form 1021
2. Quarterly Aggregate Report Form – CDA Form 1022
3. Instructions and Definitions

The Intake Form (CDA 1021) was designed as an internal tool to assist LSPs to collect data about each client. Each LSP may adapt the Intake Form to suit its data collection system, provided the same data is collected. This form should not be submitted to CDA.

The Quarterly Aggregate Report Form (CDA 1022) was designed to capture information about the LSP, AAA, Legal Services client characteristics, and types and levels of Legal Services provided to older Californians under Title III-B. LSPs must complete and submit this form to their respective AAAs. AAAs must submit the report on a quarterly basis to CDA using CDA Form 1022.

The Instructions and Definitions document was designed to provide guidance on how to complete the forms. Carefully review this document prior to completing the forms.

These documents are available on the CDA web site (www.aging.ca.gov). To access these materials, select the "AAA" tab at the top of the Home Page, then select "Data," then select "Reporting Instructions and Forms," then select "California Legal Services," then select "Title III - Legal Services."

Background

In 2005, CDA formed a workgroup consisting of four AAAs, six LSPs, two CDA staff, and two facilitators from The Center for Social Gerontology to develop the URS for Title III-B providers in California. By December 2006, the workgroup had developed the URS. In January 2007, CDA began a one-year pilot project with four AAAs and four LSPs for the purpose of testing the system. The pilot project ended December 2007. In January 2008, the California Association for Area Agencies on Aging endorsed the URS for implementation.

The goal of the URS is to provide an uncomplicated system to collect meaningful, statewide information that will help build support for, and increase understanding of, the importance of legal services to older Californians. Further, it will help assess whether limited Title III-B Legal Services are being effectively targeted to those in greatest need, as required in the Older Americans Act.

Management Information System Automation

CDA recognizes that some AAAs and service providers may need to invest in automated management information system changes to accommodate the new reporting formats. The period between this notice and the implementation of the new forms on July 1, 2008, is intended to allow time for making these changes. AAAs may use One-Time-Only Title III-B funds for costs associated with changes to automated systems and for ongoing systems maintenance.

AAA and legal services provider cooperation in developing and implementing the URS is greatly appreciated.

Lynn Daucher
Director

Attachments

CALIFORNIA UNIFORM REPORTING SYSTEM FOR TITLE III-B LEGAL SERVICES

INSTRUCTIONS AND DEFINITIONS

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PREFACE

The California Uniform Reporting System (URS) for Title III-B Legal Services Providers was developed by the Legal Services Developer within the California Department of Aging (Department) in conjunction with representatives from the Area Agencies on Aging (AAAs), Legal Services Providers (LSPs) and The Center for Social Gerontology in Ann Arbor Michigan.

In 2005, the Department impaneled a workgroup consisting of 4 AAAs, 6 LSPs, 2 departmental staff and 2 facilitators from The Center for Social Gerontology. The goal of the workgroup was to develop the URS for Title III-B providers in California. The initial draft of the URS was completed in December 2006. From January 1 through December 31, 2007, the Department piloted the URS with 4 AAAs and 4 LSPs for the purpose of testing the workability of the system. The URS consists of an Intake form (optional), a Quarterly Aggregate Report form and an Instructions & Definitions manual.

While there is no federal mandate for Title III-B LSPs to report more than the units of service (in which one unit of service equals one hour), and the number of individual clients served (known as the unduplicated count), the Department has the responsibility to ensure that the limited Title III-B resources are being effectively targeted to those in greatest need as prescribed by the Older Americans Act (OAA).

The URS was designed to help assess whether limited Title IIIB legal services are being effectively targeted. The URS is intended to show the types of people legal providers are serving in order to give a clearer picture of target groups that might need more attention; types of legal problems being addressed for older Californians; and types/levels of services being provided.

It is the hope of the Department that the URS will provide an uncomplicated system to collect meaningful, statewide information that will be used to help build support for, and understanding of the importance of, legal services to older Californians.

On behalf of the California Department of Aging, I wish to sincerely thank each member of the workgroup. This system could not have been developed without your boundless contributions. THANK YOU.

January 2008

Chisorom U. Okwuosa, Esq.
Legal Service Developer
State of California

INSTRUCTIONS AND DEFINITIONS

PART ONE: PURPOSE / GOAL OF THE REPORTING SYSTEM

The goal in developing and using the California Uniform Reporting System (URS) for Title III-B Legal Services is to provide an uncomplicated system to collect meaningful, statewide information that will be used to help build financial and other support for, and understanding of the importance of, legal services to older Californians. Further, it will be used to help assess whether limited Title IIIB legal services are being effectively targeted to those in greatest need as required in the Older Americans Act (OAA). The URS is intended to show the:

- types of people legal providers are serving in order to give a clearer picture of target groups that might need more attention;
- types of legal problems being addressed for older Californians; and
- types/levels of services being provided.

PART TWO: INSTRUCTIONS FOR SUBMISSION OF REPORTS

A. Submission by Legal Services Providers (LSPs) to Area Agencies on Aging (AAAs)

LSPs must submit reports on a quarterly basis to each AAA that provides them with Title III-B funds. The deadline for submission of report by LSPs to AAAs is to be established by individual AAAs in consultation with their LSPs. In establishing the deadline, it is recommended that each AAA allow sufficient time for its review of the report prior to its deadline for submission to the California Department of Aging (CDA). LSPs are not to submit their reports directly to CDA.

B. Submission by AAAs to the California Department of Aging (CDA)

Reports are due quarterly from AAAs to the CDA. Beginning July 1, 2008, AAAs are responsible for submitting the reports to CDA per the Terms and Conditions of their contracts with the CDA. Report(s) should be sent by the AAA to CDA in any of the following three formats:

a. E-mail: datateam.paper@aging.ca.gov
b. Fax: (916) 928-2510, Attention Data Team – Paper Reports
c. US Mail: California Department of Aging
Attention: Data Team Paper Reports
1300 National Drive, Suite 200, Sacramento, CA 95834

C. Report Periods and Due Dates

Quarterly report periods and due dates are as follows:

Report Periods	Due Date from LSPs to AAAs	Due Date from AAAs to CDA
July 1 – Sept. 30	October–Date set by AAA	October 31
Oct. 1 – Dec. 31	January-Date set by AAA	January 31
Jan. 1 - March 31	April-Date set by AAA	April 30
April 1- June 30	July-Date set by AAA	July 31

The first required quarterly report will cover the period of July 1 – Sept. 30, 2008, and is due to CDA by October 31, 2008.

PART THREE: INSTRUCTIONS FOR COMPLETION OF QUARTERLY REPORT FORMS

The Quarterly Report Form is four (4) pages and is designed to capture the following: Information about the reporting LSP and AAA; Summary Totals for the Quarter; Information on Client Characteristics for Unduplicated Clients; Information on Cases Opened and Closed; Information on Outreach/Community Legal Education; Optional Narrative Information; and the Legal Providers' best estimates of the total number of hours spent during the report period working on (a) individual case work, (b) special outreach activities, and (c) community legal education programs / activities.

Note: All sections of the form are to be completed by Legal Providers with the exception of the second section/ box on page 1 which is to be completed by the AAA.

Note: All terms marked with an asterisk(*) on the report form are addressed in PART FOUR -- the Definitions/ Explanations Section of this document.

A. Instructions for Completing Page 1 of Form – General Information and Unduplicated Client Information

1. Information on the Reporting LSP

   In the first section/box of page 1, provide information about the LSP submitting the report to the AAA.

2. Information on the Reporting AAA.

   In the second section/box, provide information about the AAA submitting the report to CDA. This is the only section of the form to be completed by the AAA.

3. Summary Totals for the Quarter

   In the third section/box, provide information about the following:

   - Total number of Unduplicated Clients for whom intake occurred/cases were opened during the quarterly report period
     (See PART FOUR A. General Definitions section below for explanation of "unduplicated client count")
   - Total number of Cases Closed during the report period -- this is the sum of all Cases Closed in the report period. This figure should be the sum of the three Cases Closed totals on the bottom right side of page 2 of the form.
   - Total number of Units of Service provided in the quarter (1 Unit = 1 hour) This figure should equal the total units of service that the provider reports to its AAA(s) for the quarterly report period.

(See PART FOUR A. General Definitions section below for explanation of "unit of service.)

4. Unduplicated Client Information: Client Characteristics

   In this section, provide information about the characteristics of each unduplicated client served. Do not include in this section, information about legal cases handled. The purpose of this section is to help assess whether the target populations specified in the Older Americans Act are being

reached/served. All client information is to be reported at the time of client intake, and is to be reported for unduplicated clients only. This means that information on an individual client is to be reported only once for the Year, no matter how many times the individual client returns for assistance, on either the same or a different legal issue, during the Year (see definition of "Year" below). If an individual client carries over from one Year to the next, that client and his/her characteristics should be reported again in the first quarter of the new Year.

("Year" Defined for Purposes of Counting Unduplicated Clients:
In counting "unduplicated" clients for this uniform reporting system, the "Year" is the California Fiscal Year – July 1 through June 30. The first year for the uniform reporting system is July 1, 2008 through June 30, 2009.)

Unduplicated Client Information to be Reported:

- Client Age: the total number of clients in all age categories will equal the total unduplicated client count for the quarter.
- Client Gender: the total number of clients by gender will equal the total unduplicated client count for the quarter.
- Other Client Characteristics: All characteristics that apply to an individual client are to be reported, making the total greater than the total unduplicated client count. For this reason, the form does not ask for a "Total" of Other Client Characteristics.
- Client Ethnicity: This is a separate category from Race and should include only those clients in the unduplicated client count who self identify as Hispanic / Latino.
- Client Race: Race should be reported for all unduplicated clients regardless of their ethnicity. However, only one race category should be reported for each unduplicated client. If a client self-identifies as being of two or more races, report the client only once under the "Two or More" category. Thus, the total for all race categories will equal the total unduplicated client count.
  (Note: The breakdown under Asian/Pacific Islander complies with California Government Code 8310.5)

B. Instructions for Completing Page 2 of Form – Case Information

Page 2 of the form is designed to capture information about legal cases, rather than unduplicated clients. It will capture information on both the types of legal problems addressed and the levels of service provided. Page 2 should include information on all cases, regardless of whether the client is duplicated or unduplicated. This is because individual clients often need assistance in more than one legal case.

1. Table for Cases Opened in the Quarter

   In the section/box on the left side of page 2, report the total number of cases opened in the reporting period by the "legal problem code" (type of legal issue to be addressed) listed down the left side.
   (See PART FOUR, section B – Legal Problem Code Definitions/Explanations -- to determine which legal issues fall under which of the legal problem codes.)

   Cases Opened are to be reported in the quarter the case was opened, regardless of whether the client is duplicated or unduplicated. A case is opened when the LSP opens a new file for a client, regardless of whether the client received services in a previous quarter.

   The Legal Problem Codes are listed down the left side. Report only one Legal Problem Code per case opened.

   The number of cases opened should reflect all cases opened for all clients within the reporting quarter. If, for example, a landlord/tenant and Medicare case are opened for Mrs. X within the same report period, they are reported as two separate cases opened under the two different legal problem codes. Similarly, if a landlord/tenant case file is opened for Mrs. X in one reporting quarter and a Medicare case file is opened for Mrs. X in the following reporting quarter, the opened cases are to be reported separately in the different reporting quarters.

2. Table for Cases Closed in the Quarter

   In the section/box on the right side of page 2, report the total number of cases closed in the Reporting quarter. Report Cases Closed by both the Legal Problem Code (listed on the left side of the page) and the Case Closing Code/Level of Service. There are three Case Closing Codes listed across the top right side of page 2 -- Counsel and Advice (CA), Limited Additional Service (LAS), and Legal Representation (LR). On the bottom right of page 2, report the total cases closed for each of the three Case Closing Codes/Levels of Service.
   (See PART FOUR, sections B and C below to determine which legal issues fall under which of the Legal Problem Codes, and which levels of service fall under which of the Case Closing Codes.)

   Cases Closed are to be reported in the quarter the case was closed, regardless of whether the client is duplicated or unduplicated. A case is closed when the LSP has concluded the case and closed the file, regardless of whether the client has been served previously.

   Report only one Legal Problem Code per case closed. Also, report only one Case Closing Code per case closed. Select the Case Closing Code that reflects the highest level of service provided.

   The number of cases closed should reflect all cases closed for all clients within the reporting quarter. If, for example, a landlord/tenant case and a Medicare case are both closed for Mrs. X within the same reporting quarter, the cases are reported as two separate cases closed that period

under the appropriate "legal problem code" and "case closing code." Similarly, if a landlord/tenant case file is closed for Mrs. X in one reporting quarter and a Medicare case file is closed for Mrs. X in another reporting quarter, the cases are reported separately as cases closed in the different reporting quarters.

3. Total Estimated Case Work Hours in the Quarter

   In this section/box at the bottom of page 2, report a best estimate of total hours spent during the reporting quarter on case work. Include in your estimate, time spent on all case-related activities, for example: client intake/conflict check; case preparation; case-related research/ investigation; meetings/phone calls/emails with clients and others involved in cases; case-related travel; preparing pleadings, letters and other documents; and appearance in court / administrative hearings.

Note: The total number of cases opened and cases closed will not equal each other as most cases are unlikely to be opened and closed in the same quarter.

Also Note: If more than one case is opened for a single client, they will not necessarily be opened or closed in the same quarter.

C. Instructions for Completing Page 3 of Form – Outreach / Community Legal Education Information

Page 3 of the report form is designed to capture information about:

- special outreach activities, especially those undertaken to reach particular target groups; and
- community legal education programs/activities.

Note: If more space is needed, the cells are set up to expand as you type. Additional sheets can be attached as needed/desired.

1. Special Outreach Activities

   Outreach is key to implementing the requirements of the Older Americans Act which requires targeting limited IIIB services to particularly needy older persons -- both socially and economically. In the first section/box of page 3, outline efforts/activities designed to inform potential clients (especially the target populations) of ways in which legal services can be helpful in different situations; of the availability of legal services; the priority legal issues handled by the legal provider; and how to access services. Examples of outreach activities include: presentations to target groups of elders and groups of providers/ secondary referral sources who work with target groups; radio or television public service announcements (PSAs) on stations/channels used by target groups; flier distribution in key locations where target populations are likely to be the recipients, media releases, targeted mailings, and so forth.

   At the bottom of this section/box, please report the total number of special outreach activities in the quarter. Also report a best estimate of total hours

spent during the report period on special outreach activities. In your estimate of total outreach hours, include time spent on all outreach-related activities, for example: preparation/set up time; materials preparation; time spent meeting with/presenting to target groups of clients and/or those who work with particular target groups; and travel time.

2. Community Legal Education Programs / Activities

   In this second section/box, outline programs / activities designed to educate older persons (especially the target groups), their families, and other service providers who work with them. Community education is used to help people recognize when they have a problem that is legal in nature and when they should seek legal assistance. It is also often used for "preventive" purposes, that is, to alert and educate people about legal problems so they can be avoided. Community legal education aims to disseminate general (as opposed to case-specific) legal information about legal rights, responsibilities, government benefits, housing issues, planning techniques, scams, etc. to larger numbers of elders than providers could hope to help individually. Many community legal education programs will also involve an "outreach" dimension.

   Some community education activities may not have a specific location, and it may not be possible to estimate the number of people reached. Indicate on the form that the number cannot be estimated. Examples include: preparation and dissemination of educational brochures and fact sheets on issues of particular importance to target groups, call-in shows, publishing articles in area agency newsletters and newsletters directed to particular target groups, and so forth.

   At the bottom of this section/box on page 3, report the total number of community legal education programs/activities conducted in the quarter. Also report a best estimate of total hours spent during the report period on community legal education programs/activities. In your estimate of total community legal education hours, include time spent on all community education-related activities, for example: preparation/set up time; materials preparation; time spent on presentations; and travel time.

D. Instructions for Completing Page 4 of Form – Optional Narrative Information

Completion of page 4 of this form is optional. However, LSPs are strongly encouraged to complete it. Page 4 is designed to capture information that can be extremely meaningful in "telling the story" of legal services and the significant impact these services have on the lives and well-being of older persons, particularly those who are most vulnerable and who are targeted under the OAA.

1. Optional Narratives: Success Stories/Case Summaries
   This section of the report allows each LSP to provide important information that cannot be captured from numbers/statistics. It provides the LSP an opportunity-to highlight cases/activities/staff training that are particularly notable. This sort of anecdotal information can help "paint a picture" and be very valuable when attempting to convey the actual impact of legal services on the lives and well being of those served by the programs. DO NOT INCLUDE CLIENT IDENTIFYING INFORMATION.

2. Optional Narratives: Collaboration with Other Elder Rights Advocacy Groups
   This final section/box allows LSPs to briefly describe important collaborative efforts undertaken during the reporting quarter with other elder rights advocacy groups. This could include collaboration with, and support to, long-term care ombudsman, adult protective services, HICAP, AAAs, State agencies and organizations, and others working on elder rights advocacy issues.

PART FOUR: DEFINITIONS & EXPLANATIONS

This section is divided into three parts:

A. General Definitions
B. "Legal Problem Codes" -- Definitions/Explanations "
C. "Case Closing Codes" -- Definition/Explanations

A. General Definitions

1. African American
   Those with origins in any black racial groups of Africa. (See Definition of "Race" below.)

2. Area Agency on Aging (See also Definition of "PSA/AAA Number" below.)
   Area Agencies on Aging (AAA) and Planning and Service Areas (PSA) are essentially the same. AAA means the private nonprofit or public agency serving as the area agency and is identified by name, while PSA means the geographical Planning and Service Area served by a particular Area Agency and is identified by a number. For example, the Los Angeles County Area Agency on Aging is PSA 19.
   (For a listing of California AAAs/PSAs by number, go to: http://www.c4a.info Click on "Who We Are" and scroll down to "Member Directory.")

3. Asian / Pacific Islander (See Definition of "Race" below.)
   Asian are those with origins in the Far East or Southeast Asia. Pacific Islanders are those having origins in Hawaii, Guam, Samoa, or other Pacific Islands.

4. Caucasian (See Definitions of "Race" and "Non-Minority" below.)
   Those with origins in Europe, the Middle East, or North Africa. This includes persons who indicate themselves as Irish, German, Italian, Lebanese, or Polish.

5. Client Declined to Provide Information (See Definition of "Race" below.)
   Those who do not wish to provide their race, or for whom the legal provider cannot obtain it. Also, those who do not wish to provide their age, or for whom the legal provider cannot obtain it

6. Ethnicity
   Ethnicity represents social groups with a shared history, sense of identity, geographical and cultural roots which may occur despite racial difference. The Federal government of the United States has mandated that "in data collection and presentation, federal agencies are required to use a minimum of two ethnicities: 'Hispanic or Latino' and 'Not Hispanic or Latino.' The distinct questions accommodate the possibility of Hispanics in the U.S. also declaring various racial identities."

   Hispanic/Latino Ethnicity
   Persons who see themselves as Mexican, Mexican-American, Puerto Rican, Cuban, or Spanish descent, regardless of race.

   For purposes of this report, "Hispanic/Latino Ethnicity" and "Race" are two separate Client Characteristics. People may identify as belonging to any Race, and also identify as being of Hispanic/Latino Ethnicity.

7. Fiscal Year for California
   A period of twelve consecutive months beginning July 1 and ending June 30. The "Year" to be used for purposes of this Report is the California Fiscal Year.

8. Frail/Disabled
   Persons 60+ having a physical or mental disability, including having Alzheimer's disease or a related dementia, that restricts the ability of an individual to perform normal daily tasks or which threatens the capacity of an individual to live independently.

9. Greatest Economic Need
   The need resulting from an income level at or below the poverty line. The purpose of reporting "greatest economic need" is to provide an indicator of the extent to which this specific "target" group identified in the Older Americans Act (OAA) is being reached and served. Because means-testing for legal assistance is prohibited under the OAA, "greatest economic need" is not to be used to determine eligibility for service.

   For purposes of this report, Legal Services Corporation (LSC) income eligibility guidelines are to be used to assist in identifying OAA Title IIIB clients who should be counted as in "greatest economic need." These LSC eligibility guidelines are updated annually. In 2007, these LSC guidelines include --

- older persons receiving income from a government assistance program for low-income persons (e.g. Supplemental Security Income, Food Stamps, Medi-Cal)
- older persons whose income:
  (a) is no more than 125% of Federal Poverty Guidelines[1] (For 2007: $1,064/mo. for individuals and $1,426/mo. for couples)
  (b) is no more than 200% of Federal Poverty Guidelines (For 2007: $1,702/mo. for individuals and $2,282/mo. for couples) and who have other factors that affect their ability to afford legal help (e.g. major medical expenses, fixed debts, tax liabilities)
  (c) must mostly go for nursing home/medical care and the remainder is not more than 125% of Federal Poverty Guidelines (For 2007: $1,064/mo. for individuals and $1,426/mo. for couples)

10. Hispanic / Latino Ethnicity (See Definition #6, Ethnicity)
Persons who see themselves as Mexican, Mexican-American, Puerto Rican, Cuban, or Spanish descent, regardless of race.

11. Homebound
A person for whom leaving home requires considerable and taxing effort, for example, a person who needs personal assistance or the help of a wheelchair or crutches. (Occasional but infrequent outings or walks around the block are allowable.) Medicare definition 42 USC §1395(a)(8) Or a person who lacks access to transportation to a legal provider.

12. Institutionalized
Any person who lives in a government-regulated facility offering health or health-related services, such as but not limited to: nursing homes, skilled nursing homes, nursing centers, intermediate care facilities, extended care facilities, convalescent homes, rehabilitation centers, assisted living facilities, residential care facilities for the elderly, comprehensive personal care homes, special hospitals, veterans' hospitals, chronic disease hospitals, psychiatric hospitals, sanitariums, mental hospitals, and mental retardation centers or facilities.

13. Minority
All those who are either of Hispanic/Latino origin/ethnicity or who are not Caucasian (including "Two or More Races" and "Race Unknown/Some Other Race").

14. Native American / Native Alaskan (See Definition of "Race" below.)
Those having origins in North and South America, and who maintain tribal affiliation, including American-Indian, Canadian-Indian, French-American

[1] Note: The federal poverty guidelines are updated annually and published in the Federal Register early in the year. They are also posted on the HHS web site: http://aspe.hhs.gov/poverty/07poverty.shtml

Indian, or Spanish American-Indian.

15. Non-Minority
Caucasian -- Those with origins in Europe, the Middle East, or North Africa. This includes persons who indicate themselves as Irish, German, Italian, Lebanese, or Polish.

16. PSA/AAA Number (See also definition #2, Area Agency on Aging (AAA))
PSA means Planning and Service Area. PSAs are essentially the same as AAAs. PSA means the geographical area served by a particular AAA, and is identified by a number. (California has PSA 1 through PSA 33). AAA means the private nonprofit or public agency serving as the area agency, and is identified by name. For example, "PSA 19" is the Los Angeles County AAA.
For a listing of California AAAs/PSAs by number, go to: http://www.c4a.info Click on "Who We Are" and scroll down to "Member Directory."

17. Race
The U.S. Census defines "race" as self-declared descriptors of a person's social and cultural characteristics as well as ancestry. The groupings used in this report follow the same standards used by the U.S. Census Bureau (adhering to the October 30, 1997 Federal Register Notice "Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity" issued by the Office of Management and Budget (OMB).)

Race categories for this report are:

- Two or More Races: Those who identify themselves as multiple races.
- Caucasian: Those with origins in Europe, the Middle East, or North Africa. This includes persons who indicate themselves as Irish, German, Italian, Lebanese, or Polish.
- African American: Those with origins in any black racial groups of Africa.
- Native American/Native Alaskan: Those having origins in North and South America, and who maintain tribal affiliation, including American-Indian, Canadian-Indian, French-American Indian, or Spanish-American Indian.
- Asian/Pacific Islander: Asian are those with origins in the Far East or Southeast Asia. Pacific Islanders are those having origins in Hawaii, Guam, Samoa, or other Pacific Islands.
  Note: California law (Government Code, Section 8310.5) requires twelve (12) breakouts (or sub-sets) of the Asian and Pacific Islander category as follows -- 1) Asian Indian, 2) Cambodian, 3) Chinese, 4) Filipino, 5) Japanese, 6) Korean, 7) Laotian, 8) Vietnamese, 9) Guamanian, 10) Hawaiian, 11) Samoan, and 12) Other Asian/Pacific Islander.
- Race Unknown/Some Other Race: Those who don't know their race or who identify with any other single racial group not identified in the above-listed groups.
- Client Declined to Provide Information: Those who do not wish to provide their race, or for whom the legal provider cannot obtain it.

18. Race Unknown / Some Other Race (See Definition of "Race" above.)
Those who don't know their race or who identify with any other single racial group not identified in the above-listed groups.

19. Rural
A rural area is any area that is not defined as urban. Urban areas comprise (1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and (2) an incorporated place or a census-designated place with 20,000 or more inhabitants. LSPs are to count everyone who does not live in a city as rural.

20. Suspected Victim of Elder Abuse/Exploitation
This is a client characteristic as opposed to a legal problem code and includes a client who appears to be vulnerable and in a situation where abuse or exploitation is likely. (See PART FOUR B, CA Code G2 for explanation of Elder Abuse as a Legal Problem Code.)

21. Two or More Races (See Definition of "Race" above.)
Those who identify themselves as multiple races.

22. Unduplicated Client Count
The number of different individual clients who received legal assistance from the provider during a Year. For the unduplicated count, a client is counted only once for the Year, regardless of how many times the individual returned that year for assistance on either the same or different legal issues. For purposes of this report, the Year to be used in counting/ reporting unduplicated clients is the California Fiscal Year, which is July 1 through June 30. If an individual client carries over from one Year to the next, that client should be counted and reported again as an unduplicated client in the first quarter of the new Year

23. Unit of Service
A "unit of service" for legal assistance services equals one hour. Since most legal providers are required by their AAA(s) to report "units of service"/hours to the AAA, the number of units/hours reported on this form should be the same as the total number of "units"/hours reported to the AAA for the quarterly report period. Typically, the units/hours of service reported to the individual AAAs include all activities related to direct client case work, as well as hours spent on other activities important to the overall quality and impact of the legal program. This includes such things as: outreach activities, particularly those directed to specific populations targeted under the Older Americans Act; community legal education programs/activities (important to targeting and for doing preventive law); and working collaboratively with other advocates on elder rights issues.

23. Year

For purposes of this Reporting System, in particular for counting "unduplicated" clients, the Year to be used is the California Fiscal Year – July 1 through June 30. The first Year for reporting data/counting unduplicated clients for this uniform reporting system is July 1, 2008 through June 30, 2009.

B. Legal Problem Code Definitions/Explanations

This section describes which legal issues are to be reported under the various California "Legal Problem Codes" on page 2 of the Report Form. It also identifies which Legal Services Corporation (LSC) Legal Problem Codes/Code Numbers are to be reported under each of the broad California Problem Codes used in this reporting system. In 2008, LSC updated its Legal Problem Codes. Their changes added several new LSC Problem Codes and changed several existing Codes. Because of the recent update by LSC, the following table provides two columns of LSC Legal Problem Codes to be reported under the broader California Codes. One column – Comparable LSC/Kemps Codes as of 12/07 -- is for use by Title III-B legal providers who track data using the old LSC Codes, for example, III-B providers who use a Kemps data system that pre-dates the LSC 2008 updates. The other column – Comparable New/Updated LSC Codes as of 1/08 -- is for use by LSC and other Providers who have already converted their data system to reflect the updated LSC codes.

California IIIB Legal Problem Code Definitions/Explanations with Comparable Codes for LSC/Kemps Codes as of 12/07 & Updated LSC Codes of 1/08

CA Code #	California IIIB Problem Code Definitions / Explanations	Comparable LSC/ Kemps Codes as of 12/07	Comparable Updated LSC Codes of 1/08
A.	CONSUMER / FINANCE		
A1	Bankruptcy/Debt Collection: Service to consumers with problems related to debt collection practices or bankruptcy actions	01-Bankruptcy/Debtor Relief 02-Collection (including Repossession/ Deficiency/ Garnishment)	01-Bankruptcy/Debtor Relief 02-Collection (Incl. Repossession/Deficiency/Garnishment; 04-Collection Practices/Creditor Harassment
A2	Contracts/Warranties: Services to consumers with problems related to contracts/warranties..	03-Contracts/ Warranties	03-Contracts/ Warranties
A3	Other Consumer/Finance: Legal Assistance with a broad range of consumer problems, including but not limited to, problems related to predatory lending (not real property) utility services, age discrimination in credit and unfair sales practices.	04-Credit Access; 05-Energy (Other than Public Utilities); 06-Loans/ Installment Purchase (Other	05-Predatory Lending Practices(Not Mortgage); 06-Loans/Installment Purchase (Not Collections);

CA Code #	California IIIB Problem Code Definitions / Explanations	Comparable LSC/ Kemps Codes as of 12/07	Comparable Updated LSC Codes of 1/08
		than Collection); 07-Public Utilities; 08-Unfair Sales Practices; 09-Other Consumer/ Finance	07-Public Utilities; 08-Unfair and Deceptive Sales and Practices (Not Real Property); 09-Other Consumer Finance
B.	**EMPLOYMENT**		
B1	Discrimination: Issues related to workplace, age or disability discrimination, as well as hiring and termination questions or problems.	21-Job Discrimination	21-Employment Discrimination
B2	Other Employment: All other employment related questions and assistance, including but not limited to wage claims and Fair Labor Standards Act questions.	22-Wage Claims; 29-Other Employment (Including CETA)	22-Wage Claims and other FLSA (Fair Labor Standards Act) Issues; 24-Taxes (Not EITC); 25-Employee Rights; 29-Other Employment
C.	**FAMILY**		
C1	Divorce/Custody/Visitation/Support/Grandparent Rights: Legal assistance related to legal separation, divorce, support, custody or visitation, including grandparent custody & visitation	31-Custody/Visitation; 32-Divorce/ Separation/ Annulment; 38-Support	31-Custody/Visitation; 32-Divorce/ Separation/ Annulment; 38-Support
C2	Conservatorship: This category includes all services related to Conservatorship allowable under the Older Americans Act (i.e. defending elders against Conservatorship). (See OAA 2006 Amendments, P.L. 109-365, Sec. 321(a)(6)(B))	33-Guardianship/ Conservator-ship *(allowable under OAA)*	33-Adult Guardian/ Conservator-ship *(allowable under the OAA)*
C3	Other Family: All other family issues not covered above, including but not limited to, guardianship of a minor or non-senior disabled adult being cared for by an elder, and services related to Conservatorship that are special cases under the OAA. (For civil harassment matters, elder abuse/ exploitation, spouse abuse, see G2).	30-Adoption; 33-Guardianship/ Conservatorship *(special gdship/ conservatorship under OAA);* 34-Name Change; 39-Other Family	30-Adoption; 33-Adult Guardian/ Conservatorship *(special gdship/ conservatorship under OAA);* 34-Name Change; 39-Other Family

D.	**HEALTH / COMMUNITY BASED CARE**		
D1	Medi-Cal / Medicaid: Legal assistance related to determining, establishing, or appealing eligibility determinations related to the Medi-Cal program. It also includes, but is not limited to overpayments, in-home supportive services, spousal impoverishment, and recovery issues under Medi-Cal. For dual eligibles, if the primary issue is related to Medi-Cal, then count it under this category.	51-Medicaid	51-Medicaid
D2	Medicare: Legal assistance on a broad range of Medicare issues, including but not limited to enrollment, payments, plan selection, and appeals. This category includes assistance under all parts of the Medicare program (hospital, Part D, home health, hospice, etc.). For dual eligibles, if the primary issue relates to Medicare, count it under this category.	52-Medicare	52-Medicare
D3	Other Health/Community Based Care: This category includes all health related problems and concerns not included in the above categories, including but not limited to private pay arrangements, all long-term care issues, and non-subsidized home or community based care. (This category does not include advance health care directives (AHCD) (see H2).)	59-Other Health *(Not including Advance Health Care Directives (AHCD)*	54-Home & Community Based Care; 55-Private Health Insurance; 56-Long Term Health Care Facilities; 57-State and Local Health; 59-Other Health *(Not including AHCD)*
E.	**HOUSING**		
E1	Landlord-Tenant (Subsidized or Private Housing): Legal assistance to tenants on rental issues, including but not limited to, conditions issues, security deposits, lease issues and grievance rights for both private and public (senior high rise, Section 8 and other subsidized) housing units, as well as lease/purchase arrangements.	61-Federal Subsidized Housing Rights; 63-Landlord Tenant (Other than Public Housing); 64-Other Public Housing	61-Federally Subsidized Housing; 63-Private Landlord-Tenant; 64-Public Housing
E2	Real Property: Home Loans/Foreclosures/Reverse Mortgages: Legal assistance related to home ownership including but not limited to mortgage issues, TILA, HOEPA, foreclosure assistance, predatory lending related to real property, actions to quiet title, and reverse mortgage advice or counseling. (See Section H for transfers of real property as a vehicle for estate or incapacity planning.)	62-Homeownership/ Real Property	62 Homeownership/ Real Property (Not Foreclosure); 67-Mortgage Foreclosures (Not Predatory Lending Practices); 68-Mortgage Predatory Lending Practices

E3	Other Housing: This category includes all other housing/property issues not covered above, including but not limited to, housing discrimination, questions and problems with non-real property mobile or modular homes, questions about tenancies, rights of survivorship, property tax questions, condominium owners' rights and responsibilities, and neighborhood disputes. (See Section H for transfers of real property as a vehicle for estate or incapacity planning.)	69-Other Housing	65-Mobile Homes; 66-Housing Discrimination; 69-Other Housing
F.	**INCOME MAINTENANCE**		
F1	Social Security (Title II): Legal assistance on all matters related to eligibility, benefit amount and payment, access, overpayment, termination, and appeals of Social Security and Railroad Retirement benefits determinations. This category also includes any questions or problems related to Social Security disability.	74-Social Security	72-Social Security (Not SSDI); 74-SSDI (Social Security Disability Insurance)
F2	Supplemental Security Income (Title XVI): Legal assistance on all matters related to eligibility, benefit amount and payment, access, overpayment, termination, and appeals of SSI benefits determinations. This category also includes any questions or problems related to Supplemental Security disability.	75-SSI (Supplemental Security Income)	75-SSI (Supplemental Security Income)
F3	Pensions/Retiree Benefits: Legal assistance with questions about pensions or retiree benefits, including but not limited to finding "lost" pensions, establishing eligibility of employee or spouse, and assistance establishing eligibility for insurance or health related retiree benefits.	79-Other Income Maintenance	79-Other Income Maintenance
F4	Other Income Maintenance: Includes all other issues related to income maintenance not covered above, including but not limited to Veteran's benefits, workers and unemployment compensation, and benefits programs that provide non-financial support such as food stamps and energy assistance.	73-Food Stamps/ Commodities; 76-Unemployment Compensation; 77-Veterans Benefits; 78-Workers Compensation; 79-Other Income Maintenance	73-Food Stamps; 76-Unemployment Compensation; 77-Veterans Benefits; 78State and Local Income Maintenance; 79-Other Income Maintenance
G.	**INDIVIDUAL RIGHTS**		
G1	Immigration/Naturalization: Legal assistance to aliens and refugees on matters related to state and federal immigration and naturalization policies.	81-Immigration Naturalization	81-Immigration / Naturalization
G2	Elder Abuse/Neglect/Exploitation: Legal assistance to potential and actual victims of abuse, neglect, or exploitation, including spouse abuse. This category includes protective orders, counseling, and remediation efforts on behalf of a victim, and civil harassment actions, regardless of whether family or non-family related.	37-Spouse Abuse; 89-Other Individual Rights	37-Domestic Abuse; 89-Other Individual Rights

G3	Other Individual Rights: All other efforts related to the individual rights of an older person that are not addressed in other categories. (See H4 for Department of Motor Vehicles [DMV] issues.)	82-Mental Health; 83-Prisoner's Rights; 84-Physically Disabled Rights, 89-Other Individual Rights	82-Mental Health; 84-Disability Rights; 85-Civil Rights; 86-Human Trafficking; 89-Other Individual Rights
H.	MISCELLANEOUS		
H1	Estate Planning/Wills/Trusts: Legal assistance with planning for property distribution to heirs, including wills, trusts and other legal documents necessary to effectuate the testator's intent and wishes. This also includes basic estate administration issues.	95-Wills/Estates *(not incl. advance health care directives (AHCD))*	95 Wills/Estates *(not incl. advance health care directives (AHCD))*
H2	Advance Health Care Directives (AHCD): Legal assistance with planning for health care needs and decision-making upon incapacity. This includes but is not limited to advance health care directives and medical consent issues.	95-Wills/Estates *(Advance Health Care Directives (AHCD Only)*	96-Advanced Directives / Powers of Attorney *(AHCD only)*
H3	Financial Powers of Attorney: Legal assistance on planning for incapacity related to financial decision-making. This includes but is not limited to financial powers of attorney, and joint ownership and other vehicles for financial authority, including financial management such as Representative Payee for SS or VA benefits. (See Section H1 for similar issues related to trust preparation.)	95-Wills Estates *(Financial Decision Making only)*	96-Advanced Directives / Powers of Attorney *(Financial Decision Making only)*
H4	Other/Miscellaneous: This category includes all other legal assistance that does not fall into any of the above categories, including education, Dept. of Motor Vehicles (DMV) license and driving issues, tribal issues, and torts or other civil matters not covered above.	92-Indian/Tribal Law; 93-License (Auto & Other); 94-Torts; 99-Other Miscellaneous	92-Indian/Tribal Law; 93-Licenses (Drivers. Occupation, and Others); 94-Torts; 99-Other Miscellaneous

C. Case Closing/Level of Service Code Definitions/Explanations

This section describes the types/levels of service that are to be reported under the three Case Closing Codes for California's IIIB Legal Reporting System:

- CA -- Counsel and Advice;
- LAS -- Limited Additional Service; and
- LR -- Legal Representation

It also identifies which Legal Services Corporation (LSC) Case Closing Codes are to be reported under each of the three broad California Case Closing Codes.

In 2008, LSC updated its Case Closing Codes. Their changes added and changed several existing LSC Closing Codes. Given the recent update by LSC, for each of the three California codes below, two sets of LSC closing codes are shown. The first set of LSC codes is for use by Title III-B legal providers who track data according to the old LSC case closing codes, for example, those who

have a Kemps data system that pre-dates the LSC 2008 updates. The second set is for use by LSC Providers or others who have already converted their data system to reflect the updated LSC case closing codes.

California Case Closing Code CA -- Counsel and Advice

A case closed under 'CA' means that legal advice was provided to a client by phone, letter or in person following assessment of the specific facts provided by the client and applying the relevant laws. This may involve some limited legal research, cursory document review and/or consultation with experts. And it may be extensive, continuing over time with multiple contacts on the matter.

Title III-B LSPs who track data according to the old LSC case closing codes (e.g. those who use a Kemps data system that pre-dates LSC's 2008 updates) should report the following LSC Case Closing Codes under California case closing code "CA--Counsel and Advice."

A Counsel and Advice
C Referred after Legal Assessment
D Insufficient Merit to Proceed
E Client Withdrew or Did Not Return
J Change in Eligibility Status
K Other

Title III-B LSC providers or others who have already converted their data system to reflect LSC's 2008 updates should report the following updated LSC Case Closing Codes under California Case Closing Code "CA – Counsel and Advice."

A. Counsel and Advice
K. Other

California Case Closing Code LAS -- Limited Additional Services

A case closed under 'LAS' means that, in addition to counsel and advice, a case involved more extensive legal research, more than cursory document review, phone calls, e-mails or letters to other involved parties, negotiation, document preparation, etc. 'LAS' tend to be more time-consuming than counsel and advice, but not necessarily, as it is defined by the nature of the activity, not the time spent.

Title III-B LSPs who track data according to the old LSC case closing codes should report the following LSC Case Closing Codes under California Case Closing Code "LAS--Limited Additional Service,"

B Brief Services (other than counsel and advice)
F Negotiated Settlement (w/o litigation)

Title III-B LSC providers or others who have already converted their data system to reflect LSC's 2008 updates should report the following updated LSC Case Closing Codes under California Case Closing Code "LAS – Limited Additional Services."

B Limited Action
F Negotiated Settlement without Litigation
L Extensive Service (not resulting in Settlement, or court or administrative action)

California Case Closing Code LR -- Legal Representation

A case closed under 'LR -- Legal Representation' -- includes court cases and administrative hearings. A case reaches this level of service if the advocate files papers committing to an appearance on behalf of the client in a full-blown hearing or trial, even if a negotiated settlement is reached before the actual appearance.

Title III-B LSPs who track data according to the old LSC case closing codes should report the following LSC Case Closing Codes under California Closing Code "LR--Legal Representation."

G Negotiated Settlement (w/litigation)
H Administrative Agency Decision
I Court Decision

Title III-B LSC providers or others who have already converted their data system to reflect LSC's 2008 updates should report the following updated LSC codes under California Case Closing Code "LR – Legal Representation."

G Negotiated Settlement with Litigation
H Administrative Agency Decision
I Court Decision

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING

CALIFORNIA LEGAL SERVICES INTAKE FORM

MODEL

CDA 1021 (REV. 1/29/2008)
CONFIDENTIAL

LEGAL SERVICE PROVIDER NAME:		
AREA AGENCY ON AGING	PSA NUMBER	COUNTY SERVED
UNDUPLICATED CLIENT ☐ Yes ☐ No	CLIENT ID NUMBER:	OPEN DATE / /
UNIT of SERVICE # of Units of Service (1 hour increments): ____ Hours		CLOSE DATE / /
CLIENT NAME (FIRST, MI, LAST):		CLIENT TELEPHONE:
CLIENT ADDRESS:		
CITY:	STATE	ZIP CODE
CLIENT DATE of BIRTH (mo/day/year) / /	CLIENT DECLINED BIRTH DATE INFORMATION ☐	
ETHNICITY: HISAPANIC/LATINO * ☐	GENDER: ☐ Male ☐ Female	

RACE * (CHECK ONLY ONE):

☐ CAUCASIAN
☐ AFRICAN AMERICAN
☐ NATIVE AMERICAN/ NATIVE ALASKAN

ASIAN/PACIFIC ISLANDER:
☐ Asian Indian
☐ Cambodian
☐ Filipino
☐ Japanese
☐ Chinese
☐ Korean
☐ Laotian
☐ Vietnamese
☐ Other Asian

☐ Guamanian
☐ Hawaiian
☐ Samoan
☐ Other Pacific Islander

☐ TWO OR MORE RACES ☐ RACE UNKNOWN/ SOME OTHER RACE ☐ CLIENT DECLINED TO PROVIDE INFORMATION

CLIENT CHARACTERISTICS (Check All That Apply)

Frail / Disabled *	☐	Limited English Proficiency (LEP)	☐
Homebound	☐	Rural *	☐
Lives Alone	☐	Greatest Economic Need * (Minority)	☐
Institutionalized *	☐	Greatest Economic Need * (Non-Minority)	☐
Suspected Victim of Elder Abuse / Exploitation *	☐	Greatest Economic Need * (Minority Status Unknown)	☐

TYPE OF CASES BY LEGAL PROBLEM CODE

A. Consumer / Finance

A1. ☐ Bankruptcy/Debt Relief A 2. ☐ Contracts A3. ☐ Other Consumer / Finance

B. Employment

B1. ☐ Discrimination B2. ☐ Other Employment

C. Family

C1. ☐ Divorce/Custody/Visitation/Grandparents rights C2. ☐ Conservatorship C3. ☐ Other Family

D. Health / Community Based Care

D1. ☐ Medi-Cal Issues D2. ☐ Medicare Issues D3. ☐ Other Health / Community Based Care

E. Housing

E1. ☐ Landlord/Tenant E2. ☐ Real Property: Home Loans/Foreclosure/Reverse Mortgages
E3. ☐ Other Housing

F. Income Maintenance

F1. ☐ Social Security F2. ☐ SSI 3. ☐ Pension/Retiree Benefits F4. ☐ Other Income Maintenance

G. Individual Rights

G1. ☐ Immigration/Naturalization G2. ☐ Elder Abuse/Neglect/Exploitation G3. ☐ Other Individual Rights

H. Miscellaneous / Other

H1. ☐ Estate Planning/Wills/Trusts H2. ☐ Advance Health Care Directives H3. ☐ Power of Attorney H4. ☐ Other Miscellaneous

* Term is defined in the California Uniform Reporting System for Legal Services - Purpose, Instructions & Definitions Section

STATE OF CALIFORNIA
DEPARTMENT OF AGING

CALIFORNIA LEGAL SERVICES QUARTERLY AGGREGATE REPORT FORM

CDA 1022 **(REV 1/29/2008)**

Reporting Legal Service Provider Name		Legal Provider County(ies) Served
Quarterly Reporting Period	**Date Submitted to AAA**	**Legal Provider Contact Name**
Legal Provider Contact Telephone		**Legal Provider Contact E-mail**

Reporting Area Agency on Aging* (AAA) Name		AAA Person Name Reviewing Report	
PSA* / AAA Number	**Date Submitted to CDA**	**AAA Contact Telephone**	**AAA Contact E-mail**

Total Unduplicated* Client Count for Quarter	
Total Cases Closed in Quarter	
Total Units of Service* for Quarter (Unit = 1 Hour)	

CLIENT CHARACTERISTICS FOR UNDUPLICATED* CLIENTS IN CASES OPENED THIS QUARTER

CLIENT AGE	Total
◆ 60-64	
◆ 65-74	
◆ 75-84	
◆ 85+	
◆ Client Declined to Provide Information*	
TOTAL (= Unduplicated* Client Total for Quarter)	

CLIENT GENDER	Total
◆ Male	
◆ Female	
TOTAL (=Unduplicated* Client Total for Quarter)	

OTHER CLIENT CHARACTERISTICS	Total
◆ Frail/Disabled*	
◆ Homebound*	
◆ Lives Alone	
◆ Institutionalized*	
◆ Suspected Victim of Elder Abuse/Exploitation*	
◆ Limited English	
◆ Rural*	
◆ Greatest Economic Need* (Minority)*	
◆ Greatest Economic Need* (Non-Minority)*	
◆ Greatest Economic Need* (Minority Status Unknown)	

CLIENT ETHNICITY*	Total
◆ Hispanic / Latino* *(This is a separate category from Race)*	

CLIENT RACE* *(Each Unduplicated Client is to be reported in **only one** race category)*	Total
◆ Two or More Races*	
◆ Caucasian*	
◆ African American*	
◆ Native American / Native Alaskan*	
◆ Asian/Pacific Islander* *(breakdown is to comply with CA Govt. Code 8310.5)*	
◆ *Asian Indian*	
◆ *Cambodian*	
◆ *Chinese*	
◆ *Filipino*	
◆ *Japanese*	
◆ *Korean*	
◆ *Laotian*	
◆ *Vietnamese*	
◆ *Guamanian*	
◆ *Hawaiian*	
◆ *Samoan*	
◆ *Other Asian / Pacific Islander*	
◆ Race Unknown/Some Other Race*	
◆ Client Declined to Provide Information*	
TOTAL (=Unduplicated* Client Total for Quarter)	

- NOTE: Terms marked with an asterisk (*) are defined in the General Definitions (Part Four A) Section of the Report Instructions

CASE INFORMATION *(Include All Cases Regardless of Whether Clients are Duplicated or Unduplicated)*

CASES OPENED IN QUARTER *(Total Cases Opened by Legal Problem Code)*		CASES CLOSED IN QUARTER *(Total Cases Closed by Case Closing Code & Legal Problem Code)*		
		CASE CLOSING CODES – LEVEL OF SERVICE (Report only one code per case closed)		
LEGAL PROBLEM CODE	**TOTAL**	*Counsel and Advice ▲ (CA)*	*Limited Additional Services ▲(LAS)*	*Legal Representation ▲ (LR)*
A. CONSUMER / FINANCE				
A1. Bankruptcy / Debt Collection ❖				
A2. Contracts / Warranties ❖				
A3. Other Consumer/Finance ❖				
B. EMPLOYMENT				
B1. Discrimination ❖				
B2. Other Employment ❖				
C. FAMILY				
C1. Divorce/Custody/Visitation/Support/ Grandparents Rights ❖				
C2. Conservatorship ❖				
C3. Other Family ❖				
D. HEALTH/COMMUNITY BASED CARE				
D1. Medi-Cal / Medicaid ❖				
D2. Medicare ❖				
D3. Other Health / Community Based Care ❖				
E. HOUSING				
E1. Landlord-Tenant (Subsidized or Private Housing) ❖				
E2. Real Property: Home loans / Foreclosure / Reverse Mortgages ❖				
E3. Other Housing ❖				
F. INCOME MAINTAINANCE				
F1. Social Security ❖				
F2. Supplemental Security Income (SSI) ❖				
F3. Pensions / Retiree Benefits ❖				
F4. Other Income Maintenance ❖				
G. INDIVIDUAL RIGHTS				
G1. Immigration / Naturalization ❖				
G2. Elder Abuse / Neglect/ Exploitation ❖				
G3. Other Individual Rights ❖				
H. MISCELLANEOUS				
H1. Estate Planning/ Wills / Trusts ❖				
H2. Advance Health Care Directives (AHCD) ❖				
H3. Financial Powers of Attorney ❖				
H4. Other Miscellaneous ❖				
TOTAL CASES OPENED IN QUARTER		**TOTAL CASES CLOSED IN QUARTER BY CASE CLOSED CODE**		
		TOTAL COUNSEL AND ADVICE▲	TOTAL LIMITED ADD. SERVICES▲	TOTAL LEGAL REPRESENTATION▲

TOTAL ESTIMATED CASE WORK HOURS SPENT (Include preparation time)

- **NOTE**: Terms marked with a broken diamond (❖) are defined in the Legal Problem Code Definitions (Part Four B) section of the Report Instructions.
- **NOTE**: Terms marked with the raised triangle (▲) are defined in the Case Closing Code / Level of Service Definitions section (Part Four C) of Report Instructions

OUTREACH / COMMUNITY EDUCATION ACTIVITIES DATA

(Attach Sheets as Needed)

INFORMATION ON SPECIAL OUTREACH ACTIVITIES

DATE	LOCATION (If Applicable)	TYPE OF OUTREACH ACTIVITY	GROUPS TARGETED BY OUTREACH	EST # OF PEOPLE REACHED	EST. HOURS (Including Prep, Travel, Presenting)
TOTAL # OF SPECIAL OUTREACH ACTIVITIES IN THE QUARTER =					
TOTAL ESTIMATED # OF SPECIAL OUTREACH ACTIVITY HOURS IN THE QUARTER =					

INFORMATION ON COMMUNITY LEGAL EDUCATION PROGRAMS / ACTIVITIES

DATE	LOCATION (If Applicable)	TOPIC	TARGETED AUDIENCE	EST # OF PARTICIPANTS	EST. HOURS (Including Prep, Travel, Presenting)
TOTAL # OF COMMUNITY LEGAL EDUCATION PROGRAMS IN THE QUARTER =					
TOTAL ESTIMATED # OF COMMUNITY LEGAL EDUCATION HOURS IN THE QUARTER =					

OPTIONAL NARRATIVES

(Use additional paper if needed)

OPTIONAL SUCCESS STORY(IES) / CASE SUMMARY(IES)

Provide Brief Narrative(s) of Notable Case(s) and/or Achievement(s).
*Remember to EXCLUDE any client identifying information.

OPTIONAL INFORMATION ON COLLABORATION WITH OTHER ADVOCACY GROUPS

Briefly describe activities relating to your partnerships, collaboration and networking with other elder rights advocacy groups (e.g., LTC, Ombudsman, HICAP, APS, AAA, or Other State Organizations).

STATE OF CALIFORNIA
DEPARTMENT OF AGING

CALIFORNIA LEGAL SERVICES QUARTERLY AGGREGATE REPORT FORM

CDA 1022 **(REV 1/29/2008)**

Reporting Legal Service Provider Name		Legal Provider County(ies) Served
Quarterly Reporting Period	**Date Submitted to AAA**	**Legal Provider Contact Name**
Legal Provider Contact Telephone		**Legal Provider Contact E-mail**

Reporting Area Agency on Aging* (AAA) Name		AAA Person Name Reviewing Report	
PSA* / AAA Number	**Date Submitted to CDA**	**AAA Contact Telephone**	**AAA Contact E-mail**

Total Unduplicated* Client Count for Quarter	
Total Cases Closed in Quarter	
Total Units of Service* for Quarter (Unit = 1 Hour)	

CLIENT CHARACTERISTICS FOR UNDUPLICATED* CLIENTS IN CASES OPENED THIS QUARTER

CLIENT AGE	Total
◆ 60-64	
◆ 65-74	
◆ 75-84	
◆ 85+	
◆ Client Declined to Provide Information*	
TOTAL (= Unduplicated* Client Total for Quarter)	

CLIENT GENDER	Total
◆ Male	
◆ Female	
TOTAL (=Unduplicated* Client Total for Quarter)	

OTHER CLIENT CHARACTERISTICS	Total
◆ Frail/Disabled*	
◆ Homebound*	
◆ Lives Alone	
◆ Institutionalized*	
◆ Suspected Victim of Elder Abuse/Exploitation*	
◆ Limited English	
◆ Rural*	
◆ Greatest Economic Need* (Minority)*	
◆ Greatest Economic Need* (Non-Minority)*	
◆ Greatest Economic Need* (Minority Status Unknown)	

CLIENT ETHNICITY*	Total
◆ Hispanic / Latino* *(This is a separate category from Race)*	

CLIENT RACE* *(Each Unduplicated Client is to be reported in only one race category)*	Total
◆ Two or More Races*	
◆ Caucasian*	
◆ African American*	
◆ Native American / Native Alaskan*	
◆ Asian/Pacific Islander* *(breakdown is to comply with CA Govt. Code 8310.5)*	
◆ *Asian Indian*	
◆ *Cambodian*	
◆ *Chinese*	
◆ *Filipino*	
◆ *Japanese*	
◆ *Korean*	
◆ *Laotian*	
◆ *Vietnamese*	
◆ *Guamanian*	
◆ *Hawaiian*	
◆ *Samoan*	
◆ *Other Asian / Pacific Islander*	
◆ Race Unknown/Some Other Race*	
◆ Client Declined to Provide Information*	
TOTAL (=Unduplicated* Client Total for Quarter)	

- NOTE: Terms marked with an asterisk (*) are defined in the General Definitions (Part Four A) Section of the Report Instructions

CASE INFORMATION *(Include All Cases Regardless of Whether Clients are Duplicated or Unduplicated)*

CASES OPENED IN QUARTER *(Total Cases Opened by Legal Problem Code)*		CASES CLOSED IN QUARTER *(Total Cases Closed by Case Closing Code & Legal Problem Code)*		
		CASE CLOSING CODES – LEVEL OF SERVICE (Report only one code per case closed)		
LEGAL PROBLEM CODE	**TOTAL**	*Counsel and Advice ▲ (CA)*	*Limited Additional Services ▲(LAS)*	*Legal Representation ▲ (LR)*
A. CONSUMER / FINANCE				
A1. Bankruptcy / Debt Collection ❖				
A2. Contracts / Warranties ❖				
A3. Other Consumer/Finance ❖				
B. EMPLOYMENT				
B1. Discrimination ❖				
B2. Other Employment ❖				
C. FAMILY				
C1. Divorce/Custody/Visitation/Support/ Grandparents Rights ❖				
C2. Conservatorship ❖				
C3. Other Family ❖				
D. HEALTH/COMMUNITY BASED CARE				
D1. Medi-Cal / Medicaid ❖				
D2. Medicare ❖				
D3. Other Health / Community Based Care ❖				
E. HOUSING				
E1. Landlord-Tenant (Subsidized or Private Housing) ❖				
E2. Real Property: Home loans / Foreclosure / Reverse Mortgages ❖				
E3. Other Housing ❖				
F. INCOME MAINTAINANCE				
F1. Social Security ❖				
F2. Supplemental Security Income (SSI) ❖				
F3. Pensions / Retiree Benefits ❖				
F4. Other Income Maintenance ❖				
G. INDIVIDUAL RIGHTS				
G1. Immigration / Naturalization ❖				
G2. Elder Abuse / Neglect/ Exploitation ❖				
G3. Other Individual Rights ❖				
H. MISCELLANEOUS				
H1. Estate Planning/ Wills / Trusts ❖				
H2. Advance Health Care Directives (AHCD) ❖				
H3. Financial Powers of Attorney ❖				
H4. Other Miscellaneous ❖				
TOTAL CASES OPENED IN QUARTER		**TOTAL CASES CLOSED IN QUARTER BY CASE CLOSED CODE**		
		TOTAL COUNSEL AND ADVICE▲	TOTAL LIMITED ADD. SERVICES▲	TOTAL LEGAL REPRESENTATION▲

TOTAL ESTIMATED CASE WORK HOURS SPENT (Include preparation time)	

- **NOTE**: Terms marked with a broken diamond (❖) are defined in the Legal Problem Code Definitions (Part Four B) section of the Report Instructions.
- **NOTE**: Terms marked with the raised triangle (▲) are defined in the Case Closing Code / Level of Service Definitions section (Part Four C) of Report Instructions

OUTREACH / COMMUNITY EDUCATION ACTIVITIES DATA

(Attach Sheets as Needed)

INFORMATION ON SPECIAL OUTREACH ACTIVITIES					
DATE	LOCATION (If Applicable)	TYPE OF OUTREACH ACTIVITY	GROUPS TARGETED BY OUTREACH	EST # OF PEOPLE REACHED	EST. HOURS (Including Prep, Travel, Presenting)
TOTAL # OF SPECIAL OUTREACH ACTIVITIES IN THE QUARTER =					
TOTAL ESTIMATED # OF SPECIAL OUTREACH ACTIVITY HOURS IN THE QUARTER =					

INFORMATION ON COMMUNITY LEGAL EDUCATION PROGRAMS / ACTIVITIES					
DATE	LOCATION (If Applicable)	TOPIC	TARGETED AUDIENCE	EST # OF PARTICIPANTS	EST. HOURS (Including Prep, Travel, Presenting)
TOTAL # OF COMMUNITY LEGAL EDUCATION PROGRAMS IN THE QUARTER =					
TOTAL ESTIMATED # OF COMMUNITY LEGAL EDUCATION HOURS IN THE QUARTER =					

OPTIONAL NARRATIVES

(Use additional paper if needed)

OPTIONAL SUCCESS STORY(IES) / CASE SUMMARY(IES)

Provide Brief Narrative(s) of Notable Case(s) and/or Achievement(s).
*Remember to EXCLUDE any client identifying information.

OPTIONAL INFORMATION ON COLLABORATION WITH OTHER ADVOCACY GROUPS

Briefly describe activities relating to your partnerships, collaboration and networking with other elder rights advocacy groups (e.g., LTC, Ombudsman, HICAP, APS, AAA, or Other State Organizations).

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
AP-1213-16
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
California Department of Aging

CONTRACTOR'S NAME
County of Inyo

2. The term of this Agreement is: July 1, 2012 Through June 30, 2013

3. The maximum amount of this Agreement is: $ 750,878.00 Seven hundred fifty thousand eight hundred seventy-eight and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	14 page(s)
Exhibit B – Budget Detail, Payment Provisions, and Closeout	12 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	28 page(s)
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	15 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
County of Inyo

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
163 May Street Bishop CA 93514

STATE OF CALIFORNIA

AGENCY NAME
California Department of Aging

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS
1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General Services Use Only

☒ Exempt per: Older Californians Act and AG OP 80-111

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42) (USC Section 3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and California Department of Aging (CDA) Program Memoranda.

2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).

3. **Program Development** means activities that either establish a new service or expand or integrate existing services.

4. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non OAA-funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.

5. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.

6. **Priority Services for Title III E** means services provided to caregivers who care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers, who care for children with severe disabilities.

7. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.

ARTICLE I. DEFINITIONS (Continued)

8. **Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.

9. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each PSA compared to the total number of meals served in the State in the preceding year.

10. **Title III D (Health Promotion Services)** means the provision of health risk assessments; routine health screening; nutrition counseling; education services; evidence-based health promotion; physical fitness; group exercise; music, art, dance movement therapy; programs for multigenerational participation; home injury control services; screening for the prevention of depression and coordination of mental health services; and education on preventative health services.

11. **Medication Management** means medication screening and education to prevent incorrect medication and adverse drug reactions.

12. **Matching Contributions** means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

13. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

14. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).

15. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:

    a. Voluntary contributions received from a participant or other party for services received

    b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement

ARTICLE I. DEFINITIONS (Continued)

c. Royalties received on patents and copyrights from contract-supported activities

d. Proceeds from the sale of items fabricated under a contract agreement

16. **One-Time-Only Funds** means:

a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180) (Title 22 CCR 7314)

b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the Department

c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the CDA as a result of the federal re-allotment process

17. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

18. **Eligible Service Population** for Title III B, C-1, C-2, D means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135]

19. **Eligible Service Population for Title III E** means an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA 302(3)]

20. **A Grandparent or Older Individual Who is a Relative Caregiver** [OAA 372(a)(2)] means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who:

ARTICLE I. DEFINITIONS (Continued)

(a) lives with the child

(b) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child

(c) has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally

21. **A Child** means an individual who is not more than 18 years of age or is an individual with a severe disability.

22. **Individual with Severe Disabilities** means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more of major life activities.

23. **Title III E Family Caregiver Support Program Categories** are:

1. Information Services
2. Access Assistance
3. Support Services
4. Respite Care
5. Supplemental Services

B. DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)

1. **State Long-Term Care Ombudsman Program** means the CDA program that is recognized by the State Legislature and in compliance with the OAA and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B); W&I 9700, 9701(f)]

2. **Office of the State Long-Term Care Ombudsman** (OSLTCO) means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Area Agencies on Aging (AAAs). As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors

ARTICLE I. DEFINITIONS (Continued)

government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 712(a)(1)(A), 712(a)(3)(C&F), 712(h); W&I 9710, 9716, 9717]

3. **State Ombudsman** means the individual who serves as the full-time head of the State Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the AAA, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAA responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); W&I 9711]

4. **Local Ombudsman Program** means either a program of the AAA or its subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA 711(3), 712(a)(5)(D); W&I 9701(a)]

5. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 712(a)(5)(A), 712(h)(5); 9701(e), 9719]

6. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to certification by the State Ombudsman, the individual is required to pass state and federal criminal background clearance, complete a minimum of 36 hours of training, and complete a mentorship in accordance with policies and

ARTICLE I. DEFINITIONS (Continued)

procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5); W&I 9719]

7. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(a)(5)(B)(vii)]

8. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA Sections 102(35), 321(a)(10), W&I 9701(b). The Local Ombudsman Program may serve residents under 60 years of age if:

   a. A majority of the residents of the facility where the younger person resides are over age 60 and

   b. Such service does not weaken or decrease service to older individuals covered by the OAA. [Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996]

C. DEFINITIONS SPECIFIC TO TITLE VII-B (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES – PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND EXPLOITATION)

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) (42 U.S.C. 3058i, OAA Section 721), including:

1. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation

2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals

3. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction

ARTICLE I. DEFINITIONS (Continued)

4. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA

5. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs

6. Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy

7. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims

8. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by the Department to be appropriate

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA, Section 306) in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Department.

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

ARTICLE II. SCOPE OF WORK (Continued)

3. Meet the adequate proportion requirements for priority services as required under the OAA, Section 306(a)(2); and CCR, Section 7312.

4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:

   a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity

   b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan

5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three years or until any audit is resolved, whichever is longer.

6. Meet the requirements under the OAA, Section 301(a)(1) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).

8. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).

9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA, Section 301(a)(2)(D).

10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.

11. Enter into contracts with subcontractors that require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

ARTICLE II. SCOPE OF WORK (Continued)

12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

13. Monitor, on an ongoing basis, the subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [OMB Circular A-133.400(d)(3)] Onsite monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year.

14. Monitor nutrition programs. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. Generally accepted standards for food safety, AAA policies and procedures must guarantee the following:

    - Inspection of non-food preparation nutrition sites at least every other year
    - Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions
    - Inspection of central kitchens sites annually

15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.

17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedure.

18. Provide program information and assistance to the public.

ARTICLE II. SCOPE OF WORK (Continued)

19. Maintain a four-year Area Plan, with annual updates, as specified in Title 22 CCR, Sections 7300 through 7320. The Area Plan and annual updates are due by May 1 of each year. The annual update shall be effective during the same term as this Agreement.

20. Maintain a program data collection and reporting system as specified in Exhibit E.

21. Contract Title III case management services only to a public or non-profit agency, as required by the USC 42 Section 3026 (a)(8)(C).

22. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the AAA as specified in subsection (i), (ii), and (iii), of the USC 42 Section 3026 (a)(8)(C).

23. Include the identity of each designated community focal point in subcontracts as specified in USC 42 Section 3026 (a)(3)(B).

B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:

1. Provide services to protect the health, safety, welfare and rights of residents. [OAA 712(a)(5)(i); 9701(a)]

2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA 712(a)(5)(B)(ii)]

3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii); W&I 9701(a), 9720]

4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. (W&I 15630 et. seq.)

ARTICLE II. SCOPE OF WORK (Continued)

5. Witness advance health care directives and property transfers of more than $100 for residents of skilled nursing facilities. [HSC 1289, PC 4675, PC 4700 et seq.]

6. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this contract. [OAA 712(c)].

7. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA 712(a)(5)(B)(iv)].

8. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA 712(a)(5)(B)(v)].

9. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].

10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services:

    a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA 712(a)(5)(B)(vii)]

    b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [W&I 9726.1(a)]

    c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [W&I 9726.1(b&d)]

    d. Establish (in addition to support) resident, family and friends' councils. [W&I 9726.1(c)]

    e. Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights. [W&I 9726.1(e)]

    f. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program. [W&I 9720]

ARTICLE II. SCOPE OF WORK (Continued)

C. The Contractor shall:

1. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds to support activities for the overall program.

2. Review and approve claims for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.

3. Submit monthly fiscal documents to CDA, as determined by the CDA, for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.

D. The Contractor shall perform the following bilingual and linguistic program services for all programs: (GC 11135 -11139.5; Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340, 98370)

1. <u>Needs Assessment</u>

a. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

The group-needs assessment shall take into account the following four factors:

1. Number or proportion of limited English speaking persons (LEP) eligible to be served or encountered by the program

2. Frequency with which LEP individuals come in contact with the program

3. Nature and importance of the services provided

4. Local or frequently used resources available to the Contractor

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with GC Section 11135 et seq. and sections 98000-98382 of Title 22 of the CCR.

ARTICLE II. SCOPE OF WORK (Continued)

b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

1. Methodologies used

2. The linguistic and cultural needs of non-English or LEP groups

3. Services proposed to address the needs identified and a timeline for implementation (Title 22 CCR Section 98310)

c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement.
(Title 22 CCR Section 98310, 98313)

2. Provision of Services

a. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)

b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

1. Interpreters or bilingual providers and provider staff

2. Contracts with interpreter services

3. Use of telephone interpreter lines

4. Sharing of language assistance materials and services with other providers

5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs

6. Referral to culturally and linguistically appropriate community service programs

c. Based upon the findings of the group needs assessment, The Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)

ARTICLE II. SCOPE OF WORK (Continued)

d. The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. (Title 22 CCR Section 98310)

e. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. (Title 22 CCR Section 98324)

f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)

3. Compliance Monitoring

a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)

b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)

c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. (Title 22 CCR Section 98314)

4. Notice to Eligible Beneficiaries of Contracted Services

a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (Title 22 CCR Section 98325)

b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of GC, section 11135 et seq. (Title 22 CCR Section 98326)

c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (Title 22 CCR Sections 98211, 98310, 98340)

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

   - Mileage http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm
   - Per Diem (meals and incidentals) - http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm
   - Lodging http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm

   This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2 Section 599.615 et seq)

   Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted

ARTICLE I. FUNDS (Continued)

Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. Financial Management Systems
The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):

1. Financial Reporting
2. Accounting Records
3. Internal Control
4. Budgetary Control
5. Allowable Costs
6. Source Documentation
7. Cash Management

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an Itemized Area Plan Budget

ARTICLE I. FUNDS (Continued)

(CDA 122). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

- Terminate the Contract pursuant to Exhibit D, Article XII, A
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract

b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) the State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest amounts earned on advances of federal funds up to $100 per year for Local Government Agencies or $250 for non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the Department's Accounting Section. [45CFR 92.21(i); 45CFR 74.22(l)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.

3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the Department's Accounting Section.

4. Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.

ARTICLE I. FUNDS (Continued)

(a) The recipient receives less than $120,000 in federal awards per year.

(b) The best reasonably available interest bearing account would not be expected to earn interest in excess of $250 per year on federal cash balances.

(c) The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

6. Program Income may not be used to meet the matching requirements of this Agreement.

7. Program Income must be used to expand baseline services.

G. One-Time-Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

ARTICLE I. FUNDS (Continued)

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR Section 7532 or through a non-competitive award pursuant to Title 22 CCR Section 7360.

3. Titles III and VII federal Program One-Time-Only funds shall only be used for the following purposes:

   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

   b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects that are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45 CFR 1321.53(a) & (b).]

   d. OTO funds can be used to maintain or increase baseline services. However; AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services do not require advance Department approval.

4. Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall only be used to purchase food used in the Elderly Nutrition Program.

H. Matching Contributions

Matching Contributions means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.

3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.

ARTICLE I. FUNDS (Continued)

I. Area Plan Administration

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III B, III C-1, III C-2, III E, and III C-1 and III C-2 General Fund administration allocations.

ARTICLE II. BUDGET AND BUDGET REVISION

A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) with the exception of budget service category transfers as noted in E.1.(a) below. The contractor shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan is hereby incorporated by reference into this Agreement as a part of Exhibit B.

B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates, by May 1, unless otherwise instructed by the Department.

C. The Contractor shall submit electronically a budget revision 30 calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.

D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.

E. Budget Service Category Transfers

1. The Contractor may transfer contract funds between budget service categories under the following terms and conditions:

   a. The Contractor shall submit a revised budget to the Department for any service category transfer of funds which exceeds 10 percent of the total budget for each funding source (Title IIIB, C1; C2, D, E, and Title VIIA and B).

   b. The Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Allocation Transfers

1. Requests to transfer federal or State funds shall be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).

   a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).

   b. Transfer of State funds is allowable between III C-1 General Fund and III C-2 General Fund.

2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.

3. Transfer of funds cannot be processed or approved after the end of the specified contract period.

G. Matching Requirements

1. The required minimum administration matching contributions for Title III B, III C, & III E combined is 25 percent.

2. The required minimum program matching contributions for Title III B, III C, & III D is 10 percent.

3. The required minimum program matching contributions for Title III E is 25 percent.

4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.

6. Matching contributions generated in excess of the minimum required are considered overmatch.

7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

8. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (e.g. city and county governments, school districts, special districts, and water districts).

9. Expend not more than 10 percent of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than 18 years of age in accordance with OAA Section 373(g)(2)(C).

10. Limit expenditures for Title III E Supplemental Services to 20 percent of the total Title III E federal and matching non-federal share.

H. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, III C, & III E funds allocated for area plan administration costs. During the contract period, Program Development or Coordination activities and area plan administration activities can occur simultaneously. (See Article IV.C. for reconciliation during the closeout period).

I. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8 percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the 8 percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

   Contractor agrees to include the above requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

ARTICLE III. PAYMENTS

A. Title III B, III C, III D, IIIE, VII Ombudsman and VII Elder Abuse Prevention

The Contractor shall submit a monthly expenditure report and a request for funds to the online California Aging Reporting System (CARS) Fiscal Module by the 30th of each month as follows, or unless otherwise specified by the Department.

ARTICLE III. PAYMENTS (Continued)

Monthly Fiscal Reporting Due Dates

RFF Month	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
RFF Due Date	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30
Expenditure. Report Month	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Expenditure Report. Due Date	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30

B. Ombudsman Citation Penalties Account and Skilled Nursing Facility Quality and Accountability Funds.

The Contractor shall submit a monthly expenditure report and a request for funds by the 30th of each month unless otherwise specified by the Department.

C. During the contract period, the Department shall advance funds based on an analysis of current cash needs.

D. Upon execution of this agreement, the Department will make quarterly advances of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.

E. The Department may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the Department determines that the financial management standards are met.

ARTICLE IV. CLOSEOUT

A. The Area Plan Financial Closeout Report (CDA 180), and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All reports are due within 60 calendar days after the end of the fiscal year, unless otherwise specified by the Department. If a contract is terminated prior to the end of the contract period, all reports are due within 30 calendar days following the termination date of the contract.

ARTICLE IV. CLOSEOUT (Continued)

B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.

C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

State of California
California Department of Aging
CDA 601 (Rev. 11/05)

Award #: AP-1213-16
Date: 7/1/2012
Amendment #: 0
Date: 4/11/2013

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN
Budget Display
Fiscal Year 2012/13

County of Inyo

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
Supportive Services							
Federal Title IIIB	107,406	-	107,406	-	-	107,406	-
Total Supportive Services	107,406	-	107,406	-	-	107,406	-
Ombudsman							
Federal Title IIIB	15,260	-	15,260	-	-	15,260	-
Federal Title VIIa	19,513	-	19,513	-	-	19,513	-
Special Deposit (SDF)	1,241	-	1,241	-		1,241	-
SNF Quality & Accountability	16,997	-	16,997	-		16,997	-
Total Ombudsman	53,011	-	53,011	-	-	53,011	-
Congregate Nutrition							
Federal Title IIIC1	141,451	-	141,451	-	-	141,451	-
General Fund C1	58,448	-	58,448	-		58,448	-
NSIP C1	15,976	-	15,976	-	-	15,976	-
Total Congregate Nutrition	215,875	-	215,875	-	-	215,875	-
Home-Delivered Meals							
Federal Title IIIC2	70,479	-	70,479	-	-	70,479	-
General Fund C2	190,286	-	190,286	-		190,286	-
NSIP C2	32,415	-	32,415	-	-	32,415	-
Total Home Delivered Meals	293,180	-	293,180	-	-	293,180	-
Disease Prevention							
Federal Title IIID	2,582	-	2,582	-	-	2,582	-
Total Disease Prevention	2,582	-	2,582	-	-	2,582	-
Family Caregiver							
Federal Title IIIE	17,007	-	17,007	-	-	17,007	-
Total Title IIIE	17,007	-	17,007	-	-	17,007	-
Elder Abuse							
Federal Title VIIb	637	-	637	-	-	637	-
Total Elder Abuse	637	-	637	-	-	637	-
Administration							
Federal Title IIIB	19,197	-	19,197	-	-	19,197	-
Federal Title IIIC1	22,636	-	22,636	-	-	22,636	-
Federal Title IIIC2	11,278	-	11,278	-	-	11,278	-
Federal Title IIIE	7,932	-	7,932	-	-	7,932	-
General Fund C1	108	-	108	-		108	-
General Fund C2	29	-	29	-		29	-
Total Administration	61,180	-	61,180	-	-	61,180	-
Grand Total - All Funds	750,878	-	750,878	-	-	750,878	-

State of California
California Department of Aging
CDA 001 (Rev. 11/06)

Award #: AP-1213-16
Date: 7/1/2012
Amendment #: 0
Date: 4/11/2013

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN
Budget Display
Fiscal Year 2012/13

County of Inyo

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
Funding Summary							
Federal Funds	483,769	-	483,769	-	-	483,769	-
General Fund	248,871	-	248,871	-	-	248,871	-
SNF Quality & Accountability	16,997	-	16,997	-	-	16,997	-
Special Deposit	1,241	-	1,241	-	-	1,241	-
	750,878	-	750,878	-	-	750,878	-

Comments:

The maximum amount of Title III/VII Baseline expenditures allowable for the first quarter is:	109,845
The maximum amount of Title IIIE expenditures allowable for supplemental services is:	6,650
The maximum amount of Title IIIE expenditures allowable for Grandparents is:	3,325
The minimum General Fund to be expended for State Match in Title III is:	18,936

CFDA NUMBER	Title	Year	Award Number	Award Name
93.041	Title VII: Elder Abuse Prevention	2012 2013	12AACAT7SP 13AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	Title VII:Ombudsman	2012 2013	12AACAT7SP 13AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.043	IIID: Preventive Health	2012 2013	12AACAT3SP 13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	IIIB: Supportive Services	2012 2013	12AACAT3SP 13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	IIIC1: Congregate Meals	2012 2013	12AACAT3SP 13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	IIIC2: Home-Delivered Meals	2012 2013	12AACAT3SP 13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	IIIE: NFCSP	2012 2013	12AACAT3SP 13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	Nutrition Services Incentive Program	2012 2013	12AACANSIP 13AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. Definitions

1. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.

2. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.

3. "Contractor" means the Area Agency on Aging awarded funds under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.

4. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.

5. "Reimbursable item" also means "allowable cost" and "compensable item."

6. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

B. Resolution of Language Conflicts

The terms and conditions of this federal Award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Older American Act Amendments of 2006 (OAA as amended)
2. Other applicable Federal statutes and their implementing regulations
3. Older Californians Act
4. Title 22 CCR § 7000 et. seq.
5. Standard Agreement (Std. 213), all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference
7. Program memos and other guidance issued by the Department

ARTICLE II. ASSURANCES

A. <u>Law, Policy and Procedure, Licenses; and Certificates</u>

ARTICLE II. ASSURANCES (Continued)

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC. Section 2000d; 45 CFR Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability (22 CCR 98323) (Chapter 182, Stats. 2006)

3. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. Sections 12101 et seq.).

ARTICLE II. ASSURANCES (Continued)

4. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the State shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old

ARTICLE II. ASSURANCES (Continued)

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

   a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3)

   b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5)

   c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8)

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60)

2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.

3. When funding is provided for construction and non-construction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857)

2. Clean Water Act, as amended (33 USC 1368)

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

ARTICLE II. ASSURANCES (Continued)

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738)

5. Public Contract Code Section 10295.3

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: (45 CFR 92.35)

   a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency

   b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification

   d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default

2. The Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractor.

3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.

2. These documents must also identify the action taken.

3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. Corporate Status

1. The Contractor shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

ARTICLE II. ASSURANCES (Continued)

N. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instruction.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS

A. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.

B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.

C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.

D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.

F. The Contractor shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.

G. The Contractor shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS (Continued)

H. The Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.

I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):

1. The RFP or IFB

2. All bid proposals received

3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

L. The Contractor shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Contractor shall follow the Procurement requirements in the applicable OMB guidance and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Contractor purchased services or property respectively.

ARTICLE VI. RECORDS

A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding,

ARTICLE VI. RECORDS

patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.

B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.

C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Contractor.

D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.

E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets, , used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc .

2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

ARTICLE VII. PROPERTY (Continued)

B. Property meeting all of the following criteria are subject to the reporting requirements:

1. Has a normal useful life of at least 1 year

2. Has a unit acquisition cost of at least $500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)

3. Is used to conduct business under this Agreement

C Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. The Contractor shall keep track of property purchased with CDA funds, and submit to the Department annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

The Contractor shall record the following information when property is acquired:

1. Date acquired

2. Property description (include model number)

3. CDA tag number or other tag identifying it as CDA property

4. Serial number (if applicable)

ARTICLE VII. PROPERTY (Continued)

5. Cost or other basis of valuation

6. Fund source

Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Department for all items with a unit cost of $500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.

2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.

G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.

ARTICLE VII. PROPERTY (Continued)

L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. Another Department program providing the same or similar service

2. Another Department-funded program

M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.

N. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, records, and electronic files of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.

B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

ARTICLE IX. MONITORING AND EVALUATION (Continued)

C. The Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct or material effect on each of its major programs.

D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department.

ARTICLE X. AUDITS

A. The Contractors that expend $500,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

California Department of Aging
Attention: Audit Branch
1300 National Drive, Suite 200
Sacramento, California 95834

The copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Aging.

B. This section B applies only to Title III/VII.

The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall identify

ARTICLE X. AUDITS (Continued)

the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration on Aging.

93.041	Special Programs for the Aging-Title VII, Chapter 3-Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-B)
93.042	Special Programs for the Aging-Title VII, Chapter 2-Long Term Care Ombudsman services for Older Individuals (Title VII-A)
93.043	Special Programs for the Aging-Title III, Part D-Disease Prevention and Health Promotion Services (Title III-D)
93.044	Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III-B)
93.045	Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III-C)
93.052	National Family Caregiver Support-Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP)

Cluster of programs means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA), and other clusters. "Other Clusters" are as defined by the OMB in the Compliance Supplement or as designated by a State for federal awards provided to its subrecipients that meet the definition of cluster of programs. When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with §.400 (d) (1) and §.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in §.520, and, with the exception of R&D as described in §.200(c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations).

C. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for Department review.

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

ARTICLE X. AUDITS (Continued)

Contract resolution includes:

1. Ensuring that a subcontractor expending $500,000 or more in Federal Awards during the subcontractor's fiscal year has met the audit requirements of OMB Circular A-133 as summarized in D

2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action

3. Reconciling expenditures reported to the Department to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the Department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments)

4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents

5. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records

D. The Contractor shall ensure that the subcontractor single audit reports meet OMB Circular A-133 requirements:

1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.

2. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.

3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.

ARTICLE X. AUDITS (Continued)

4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs.

5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.

E. Requirements identified in D of this Article shall be included in contracts/agreements with the subcontractor. Further, the subcontractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Department shall have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.

F. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

G. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principle circulars.

H. The Contractor may not charge to Federal Awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. The Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than $500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection __200(d). However, this does not prohibit the Contractor from charging Federal Awards for the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements provided the subcontractor is not required to obtain a single audit. These costs must be charged as an Administrative expense of the Contractor.

I. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

1. General liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the Department in cases of higher than usual risks

2. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement

3. If applicable, or unless otherwise amended by future regulation, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   - $750,000 if seating capacity is under 8
   - $1,500,000 if seating capacity is 8 – 15
   - $5,000,000 if seating capacity is over 15

4. Professional liability of not less than $1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.

2. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.

ARTICLE XI. INSURANCE (Continued)

3. The Department shall be named as the certificate holder and the address must be listed on the certificate.

D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Department, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.

E. The Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.

F. A copy of each appropriate Certificate of Insurance referencing this Agreement number, or letter of self-insurance, shall be submitted to the Department with this Agreement.

G. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

H. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

ARTICLE XII. TERMINATION

A. Termination Without Cause

The Department may terminate performance of work under this Agreement, in whole or in part, without cause, if the Department determines that a termination is in the State's best interest. The Department may terminate the Agreement upon 90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of

the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

The Department may terminate, in whole or in part, for cause the performance of work under this Agreement. The Department may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case the termination shall take effect immediately. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include but are not limited to the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately

2. A violation of the law or failure to comply with any condition of this Agreement

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement

4. Failure to comply with reporting requirements

5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income

ARTICLE XII. TERMINATION (Continued)

9. The commission of an act of bankruptcy

10. Finding of debarment or suspension

11. The Contractor's organizational structure has materially changed

12. The Department determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by the Department, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination

2. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract

3. Terminate all subcontracts to the extent they relate to the work terminated

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause)

D. Effective Date

Termination of this Agreement, shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is 30 days and Termination without Cause is 90 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the Department, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Department and the procedure for doing so.

ARTICLE XII. TERMINATION

E. Voluntary Termination of Area Plan Agreement

Pursuant to Title 22, Section 7210 the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the Department or upon 30 days written notice to the Department.

In case of voluntary termination, the Contractor shall allow the Department up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

F. In the event of a termination, the Department will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Department as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.

ARTICLE XVI. NOTICES (Continued)

B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the Contractor's letterhead.

C. All other notices with the exception of those identified in Article VII. B shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

B. The contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the State programs and services
- Information stored in any media form, paper or electronic

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure), any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, and portable hard drives).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Identifying Information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractor are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. The Contractor's employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.

2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

3. All employees and volunteers who handle personal, sensitive, or confidential information relating to CDA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.

2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.

3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

J. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the contractor and its subcontractors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.

2. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.

3. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 30 days after the written request is received by the Department. The Department may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to the provisions of Article XIX and Article XX of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the California Department of Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances. The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR Part 74, "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR Part 92.36, procurement for State and local governments, as applicable.

3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 92.36, "Procurement Standards."

4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:

   a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed $30,000

   b. If the Agreement amount exceeds $30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional $10,000, or part thereof, to a maximum of $75,000

   c. For Agreement amounts which exceed $75,000, the fixed period of time shall be no less than ten (10) years.

5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least 20 years after completion of that construction.

6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.

8. CDA funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.

9. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA Title III, Part E, Section 373(d)

10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.

11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA Title III, Part E, Section 373(b); and distinguished between "caregiver" and "grandparent" support services, as required for National Aging Programs Information Systems (NAPIS).

12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "grandparent caregiver" [OAA Title III, Part E, Sections 373(a) and (b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.

13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E), Title VII services.

14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

Services Regional Centers, Department of Mental Health Caregiver Resource Centers and other Title III funded providers.

15. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:

    a. Any Contractor for any Title III or Title VII services shall not use means tests

    b. Any Title III or Title VII client that does not contribute toward the cost of the services received shall not be denied services

    c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive

    d. Each service provider will:

        (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service
        (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
        (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution
        (iv) Establish appropriate procedures to safeguard and account for all contributions

16. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the CDA.

17. The Contractor shall comply with the OAA Section 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.

18. The Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

19. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.

20. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, Division 1.8, Chapter 4, Article 2, Section 7547, the training shall consist of:

    a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises

    b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance

    c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities

21. The Contractor shall not require proof of age or citizenship as a condition of receiving services.

22. The Contractor shall develop a policy and procedure to ensure that SNP meals are only received by eligible individuals.

23. The Contractor shall annually assess the Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA §339(2)(J)] [OAA §207(a)(3)]

B. Assurances Specific to the Ombudsman Program:

The Contractor shall assure the following:

1. Representatives of the Local Ombudsman Program and members of their immediate family shall be free of actual and perceived conflicts of interest and not stand to gain financially through the following:

    a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility [OAA Section 712(f)]

    b. An action or potential action brought on behalf of individuals the Program serves [OAA Section 712(a)(5)(C)(ii)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

2. Representatives of the Local Ombudsman Program shall have access to long-term care facility residents and their medical and social records, with documentation of consent in accordance to section (3)(a), between the hours of 7:00 a.m. and 10:00 p.m. seven days a week. [OAA 712(b)(1); W&I 9722 and 9724; CCR 8020(a)] Authorization is required by the State Ombudsman for entry outside of these hours and for access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident. [OAA 712(b)(1)(B)(ii); W&I 9724(c and d); CCR 8020(a)]

3. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA 712(h)(5)(B)]

4. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized pursuant to OAA 705(a)(6)(C); OAA 712(d)(2) and W&I 9725.

5. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or in a suit or other legal action threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA 712(h)(7); W&I 9717(c); Statewide Standards for Legal Assistance in California].

6. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program.

7. The Local Ombudsman Program Coordinator shall provide the Office of the State Long-Term Care Ombudsman (OSLTCO) with an organizational chart that includes:

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

a. all local staff who are wholly or partly funded by Ombudsman Program resources
b. their titles/roles within the Program
c. the number of hours per week charged to the Local Ombudsman Program for each position

The Coordinator shall inform the OSLTCO of any staffing changes.

8. The Local Ombudsman Program Coordinator shall inform the OSLTCO of issues with local Ombudsman representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues.

9. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA 705(a)(6)(C), W&I 9725, W&I 25633(b)(2)(B)]

10. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the CDA. [OAA 712(C); W&I 9716].

C. Assurances Specific to Legal Services Providers (LSPs) in accordance with OAA 731. The Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate

3. Where both legal and ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

4. LSPs may assist the state in providing legal representation to the ombudsman program when an ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the ombudsman

5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program

6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, LTC ombudsman, HICAP, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points

7. LSPs are to coordinate legal assistance activities with the statewide Hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis

8. LSPs are to use the Uniform Reporting System developed by the CDA in December 2007 to collect data on legal services provided

9. Waiver of this section of the contract may be obtained from the CDA pursuant to Exhibit D, Article XV., of this Agreement entitled, Revisions, Waivers, or Modifications

ARTICLE II. REPORTING PROVISIONS

A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII B in accordance with CDA requirements [W&I Code 9102 (a)(5].

B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

1. Quarterly, the Contractor shall submit data reports for Older Americans Act funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1- December 31	January 31
Quarter 3	January 1- March 31	April 30
Quarter 4	April 1 – June 30	July 31

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, 10 calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov) a written explanation including the reasons for the delay and the estimated date of submission.

4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within 10 calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within 10 days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D Title III E, and Title VII B services.

The Contractor shall submit program data reports electronically as follows:

1. Upload the National Aging Program Information System (NAPIS) State Program Report (SPR) to CARS at https://ca.getcare.com.

2. Submit the California Legal Services (Title III B) Report (CDA 1022) via email to DataTeam.Reports@aging.ca.gov.

3. Submit performance data reports quarterly.

4. Submit NAPIS SPR reports annually.

D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report and Annual Performance Data Verification of State Form, in accordance with CDA requirements.

1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.

ARTICLE II. REPORTING PROVISIONS (Continued)

a. The Contractor shall correct all logic errors identified in the Annual Data Error Report.

b. The Contractor shall correct and/or explain all questionable errors identified in the Annual Data Error Report.

c. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via e-mail to DataTeam.Reports@aging.ca.gov.

d. The Annual Data Error Reports are due to CDA by a date specified by the Department which can vary from year to year.

2. The Contractor shall verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy in accordance with CDA requirements.

a. The Contractor shall review all NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections.

b. As a result of the verification process, the Contractor shall complete the Annual Performance Data Verification form indicating corrections submitted. The AAA Director shall review and approve all corrections.

c. The AAA Director shall complete and initial the Annual Performance Data Verification form.

d. The Contractor shall return the completed Annual Performance Verification form to CDA via e-mail to DataTeam.Reports@aging.ca.gov (electronic signatures accepted).

E. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing the OmbudsManager or other software provided by CDA as required. NORS data entry must be timely, complete, accurate, and verifiable.

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter, i.e., October 31, January 31, April 30, and July 31, with copies of the aggregate data sent to the corresponding AAA.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly OmbudsManager Reporting Form, (OSLTCO S301) indicating that data for the quarter has been completed or the reason for any delay, to the Ombudsman Program mailbox (stateomb@aging.ca.gov) with a copy to the AAA.

F. The Contractor shall have written reporting procedures specific to each program which include:

1. Collection and reporting of program data for the Contractor and subcontractor

2. Ensuring accuracy of all data from the Contractor and subcontractor

3. Verification of Contractor and subcontractor data prior to submission to the CDA Data Team

4. Procedures for the Contractor and subcontractor on correcting data errors

5. A methodology for calculating and reporting:

a) total estimated unduplicated clients in each non-registered service
b) total estimated unduplicated clients in all non-registered services
c) total estimated unduplicated clients across all registered and non-registered services; and

6. Performance data monitoring process

G. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

H. Reporting Provisions Specific to Title VII B: Elder Abuse Prevention

1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037), as specified on the form, to the State Ombudsman mailbox (stateomb@aging.ca.gov) on the following reporting due dates:

ARTICLE II. REPORTING PROVISIONS (Continued)

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1- December 31	January 31
Quarter 3	January 1- March 31	April 30
Quarter 4	April 1 – June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of "Elder Abuse Prevention, Education and Training Sessions" and "Elder Abuse Prevention Educational Materials" into CARS on a quarterly basis.

3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

ARTICLE III. APPEAL PROCESS

A. The Contractor may appeal an adverse determination as defined in Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within 30 days of CDA's notice of adverse determination.

B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and VII programs using the appeal process established in Title 22 CCR, Sections 7700 through 7710.

C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W & I Code Section 9535(k), and as specified in the procurement documents and contracts of the Contractor.

D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

A. The Contractor shall submit a transition plan to the State within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:

1. Description of how clients will be notified about the change in their service provider

ARTICLE IV. TRANSITION PLAN (Continued)

2. A plan to communicate with other organizations that can assist in locating alternative services

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals

4. A plan to evaluate clients in order to assure appropriate placement

5. A plan to transfer any confidential medical and client records to a new contractor

6. A plan to dispose of confidential records in accordance with applicable laws and regulations

7. A plan for adequate staff to provide continued care through the term of the contract [Title 22, Section 7206(e)(4)]

8. A full inventory and plan to dispose or, transfer, or return to the State all equipment purchased during the entire operation of the contract

9. Additional information as necessary to effect a safe transition of clients to other community service providers

B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.

C. If the Contractor fails to provide and implement a transition plan as required by Article XII of Exhibit D of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

A. Transition of Local Ombudsman Services

1. The Contractor shall, upon notice of termination of Ombudsman services, do the following:

a. If Ombudsman services are subcontracted, notify CDA in writing within three working days of a subcontractor's intent to terminate its contract to provide Ombudsman services

ARTICLE V.. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

b. Within one working day, notify CDA of any change in local Ombudsman services

2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:

a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal. The Contractor shall require the subcontractor to utilize experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the subcontractor and designated by the State Ombudsman as the local Ombudsman Program Coordinator. The Department shall allow the contractor up to 180 days to transition services to a new subcontractor

b. Continue the provision of mandated Ombudsman services as a direct service the contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman as the local Coordinator. The Department shall allow the contractor up to 180 days to transition services from the subcontractor to the contractor

B. Transition Plan

1. The Contractor shall submit a Transition Plan within 15 days from delivery of the following:

a. Written notice to the Contractor of the subcontractor's intent to terminate Ombudsman services

b. Written notice to the subcontractor of the Contractor's intent to terminate the subcontract for Ombudsman services

c. Written notice to the Contractor of the State Termination of the Contract, in whole or, from time to time, in part related to the provision of Ombudsman services

2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a Local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program

b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to a Request for Proposals requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the planning or service area

3. The Transition Plan shall at a minimum include the following:

a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program

b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services

c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program of a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training

d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients records at the point of transfer to ensure timely continuation of Ombudsman services

e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider

C. The Contractor shall implement the transition plan as approved by the OSLTCO. The OSLTCO will monitor the Contractor's progress in carrying out all elements of the Transition Plan.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the OSLTCO to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program.

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
8

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department – Yucca Mtn. Repository Assessment Office

FOR THE BOARD MEETING OF: December 11, 2012

SUBJECT : Certification that funds expended by Inyo County through the Yucca Mountain Repository Assessment Office for Federal Fiscal Year 2012 (October 1, 2011 – September 30, 2012) were expended in accordance with the provisions of applicable laws.

DEPARTMENTAL RECOMMENDATION: Request that the Board:

1) Certify that $129,755.66 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425; and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85);
2) Authorize the Chairperson to sign the certification; and,
3) Direct Staff to submit the certification to the U.S. Department of Energy.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Section 116(c) of the Nuclear Waste Policy Act of 1982 (Act), as amended, defines the activities that may be undertaken by affected units of local government in, which include monitoring, oversight, and impact assessment. The Nuclear Waste Policy Act of 1982 and the Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85) prohibit the use of these funds to pursue legislation against the U.S. Government, for any lobbying activity, or to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Act. Under the Energy and Water Development and Related Agencies Appropriations Act, in Federal Fiscal Year 2012, monies were provided to Inyo County by the U.S. Department of Energy to conduct appropriate activities and participate in licensing activities. The Nuclear Waste Policy Act requires that the County annually certify that the funds were used in accordance with the Act and the Energy and Water Development and Related Agencies Appropriations Act, 2010.

The Yucca Mountain Repository Assessment Office under the guidance of the Planning Department has been responsible for the expenditure of the funds received from the Department of Energy. These funds have been expended in accordance with the relevant Federal laws as stated in the certification. The attached certification form states that the monies received from the U.S. Department of Energy were expended by Inyo County on activities that are allowable as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and Energy and Water Development and Related Agencies Appropriations Act, 2010.

ALTERNATIVES:

The Board could decide not to submit the annual certification; however, if a certification is not submitted, the County would no longer be eligible to receive funds for this program, which may become active again.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Inyo County is recognized as an Affected Unit of Local Government (AULG). The Yucca Mountain Repository Assessment Office is funded by the U.S. Department of Energy and budgeted within the Yucca Mountain Oversight Budget #620605.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 11/28/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: YES Date 12/3/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 12-5-12

CERTIFICATION OF EXPENDITURE OF FUNDS
FOR FEDERAL FISCAL YEAR 2012

This is to certify that Inyo County, California has expended funds during Federal Fiscal Year 2012 in the amount $129,755.66 provided to it through direct payment by the U.S. Department of Energy, and that all such expenditures were for allowable activities as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85).

It is further certified that none of the funds were: (1) used directly or indirectly to influence legislative action on any matter pending before Congress or a State legislature or for lobbying activity in violation of 18 U.S.C. 1913; (2) used for litigation expenses; or (3) used to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Nuclear Waste Policy Act of 1982, Public Law 97-425, and the Act.

BY: _____ _____

Marty Fortney, Chairperson — Date
Inyo County Board of Supervisors

ATTEST: _____ _____

Pat Gunsolley, Board Clerk — Date

NOTE: If the County fails to provide such certification by December 31, 2012, DOE is expressly prohibited from making further direct payments to the County. Please forward the fully executed certification to:

U.S. Department of Energy
Office of the Assistant Secretary
For Nuclear Energy
ATTN: Peter Lyons
1000 Independence Avenue SW
Washington, DC 20585

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
9

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: December 11, 2012

SUBJECT: Ratify Agreements for the Coso Repaving Project

DEPARTMENTAL RECOMMENDATIONS:

1. Ratify agreement to rent paving machine from McMurtrie-Tanksley, Inc. and approve payment in the amount of $27,720.00.
2. Ratify agreement to rent pavement rollers from United Rentals and approve payment of in the amount of $7,594.93.
3. Ratify agreement for trucking to deliver asphalt paving materials to Coso paving project to Nite Owl Transportation in the amount of $16,720.00 and Construction Specialty in the amount of $32,195.00.
4. Request Board amend the FY 2012-2013 Road budget (034600) as follows: increase appropriation in Equipment Rental (object code 5281) by $35,315, increase appropriation in Professional Services (object code 5265) by $48,915 and decrease appropriation in Equipment (object code 5650) by $84,230.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The recently completed Proposition 1 paving project at Coso Road encountered numerous obstacles. Project location, material availability and equipment failure necessitated the budget amendment request. The impending winter closure of the asphalt plant located north of Bishop required the utilization of additional rented trucks to deliver the "hot mix" on a schedule that met prescribed temperature requirements. In addition, the failure of the counties paving machine and two county rollers forced the accrual of significant rental fees.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

The Inyo County Auditors Office

FINANCING:

Funding will be available in the Road budget (034600) in the respective object codes named above upon approval of this agenda 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: R Date 12.6.12	
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Amy Shepherd Approved: ✓ Date 12/6/12	
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) Jeff Ashcraft (For: Doug Wilson Date: 12-6-12

For Clerks Use Only

AGENDA NUMBER

10

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

[] Consent [X] Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: **Sheriff's Bill Lutze**

FOR THE BOARD MEETING OF: **December 11, 2012**

SUBJECT: Request to fill (2) vacant Correctional Officer positions

DEPARTMENTAL RECOMMENDATION:

Request the Board find that consistent with the adopted Authorized Review Policy;

1) The availability of funding for the requested positions comes from the General Fund, as certified by the Sheriff, and concurred with by the County Administrator, and the Auditor Controller, and
2) Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and
3) Approve the hiring for (2) Correctional Officer positions (Range 64 $3590-4363)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On December 06, 2012 Sheriff Lutze appointed two (2) Correctional Officers to fill two (2) vacant Deputy Sheriff positions, leaving two (2) vacant Correctional Officer positions. The Sheriff's Office has a current list of male applicants and testing is scheduled for female applicants.

ALTERNATIVES:

Deny filling the two (2) correctional officer positions.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This Correctional Officer position is currently budgeted in the Jail General budget (022900).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: [signature] Date 11/27/12
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 11/26/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] U/S Date: 11-28-12

For Clerk's Use Only:
AGENDA NUMBER

11

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: December 11, 2012

SUBJECT: Request to hire a Human Services Supervisor

DEPARTMENTAL RECOMMENDATION:

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

1) the availability of funding for this requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
2) where internal candidates meet the qualifications for the position, the vacancies could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply, if one is not found on an existing list; and
3) approve the hiring of one Health and Human Services Supervisor, Range 66 ($3757-$4574).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Human Services Supervisor position in the Adult and Children's Social Services Division was recently vacated when the employee accepted a position as a Social Worker in the Child Welfare Program. The Human Services Supervisor is responsible for providing supervisory oversight to support staff in both the Children's Services and Aging Services programs and is responsible for acting as the lead Licensing Analyst for Foster Care and Family Day Care Licensing functions, which includes investigation and resolution of licensing complaints. This position also works in coordination with the Department's Management Analyst and is responsible for extracting data from the state automation systems in Child Welfare and Aging Services for client outcome and staff productivity analysis.

ALTERNATIVES:

Your Board could choose not to fill the position, which would result in the Social Service Director assuming the licensing and supervision functions.

OTHER AGENCY INVOLVEMENT:

California Department of Social Services, Inyo County Superintendent of Schools- Child Care Services, and California Department of Aging.

FINANCING:

Federal, State, 1991 Social Services Realignment, and 2011 Social Services Realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes.

APPROVALS	
COUNTY COUNSEL: N/A	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: ✓ 11/30/12 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: J 11/29/12 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner by JB Date: 12-4-12

For Clerk's Use Only:
AGENDA NUMBER
12

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Emergency Medical Services

FOR THE BOARD MEETING OF: **December 11, 2012**

SUBJECT: Approval of Memorandum of Understanding for Mutual Aid for Emergency Medical Services Between Death Valley National Park, County of San Bernardino and County of Inyo

DEPARTMENTAL RECOMMENDATION:
Recommend Board approve the Memorandum of Understanding (MOU) between the counties of San Bernardino and Inyo, and the Death Valley National Park for the purpose of providing a mutual aid plan to be effective when the demands within a Party's jurisdiction will exceed or likely exceed the available resources to be able to respond effectively to emergencies that may result from a disaster within the limits of Inyo and San Bernardino counties, and to provide for those situations in which emergencies occur where a non-county asset may provide the most effective life-saving medical treatment; and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
There has not been a current MOU with the Death Valley National Park addressing mutual aid needs during a disaster. This MOU is intended to address that. San Bernardino County is involved because the San Bernardino County Board of Supervisors is the governing body over our local EMS Agency, the Inland Counties Emergency Management Authority (ICEMA).

This MOU formalizes the operational plan for mutual aid responses between and among the parties, addressing dispatch procedures and communications, chain of command, treatment and transportation of patients, reimbursement, and related issues.

ALTERNATIVES:
Board could choose not to execute the MOU, continuing the informal arrangement among the Parties.

OTHER AGENCY INVOLVEMENT:
Counties of Mono and San Bernardino and the Death Valley National Park

FINANCING:
There is no funding involved in the execution of this MOU.

APPROVALS

COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes Date: 11/14/2012
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: _____
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 11-16-12

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

F A S

STANDARD CONTRACT

FOR OFFICIAL USE ONLY

☒ New ☐ Change ☐ Cancel	FAS Vendor Code	SC	Dept. SMI	A	Contract Number
ePro Vendor Number					ePro Contract Number
INLAND CONTIES EMERGENCY MEDICAL		Dept. ICM	Orgn. ICM		Contractor's License No.
Contract Representative: Thomas G. Lynch, Administrator		Telephone: (909)388-5823			Total Contract Amount

Contract Type: ☐ Revenue ☐ Encumbered ☐ Unencumbered ☒ Other:

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
			$	$

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
SMI	ICM	ICM				$
						$
						$

Project Name: MOU for Mutual Aid between Inyo, Death Valley National Se Park Service and ICEMA

Estimated Payment Total by Fiscal Year					
FY	Amount	I/D	FY	Amount	I/D

THIS Agreement is entered into in the State of California by and between San Bernardino County, hereinafter called SB County, the Inland Counties Emergency Medical Agency, hereinafter called ICEMA, and

Name: Death Valley National Park Service — hereinafter called

Address: PO Box 579 — DVNP

Death Valley, CA 92328

Telephone: (760) 786-2342 — Federal ID No. or Social Security No.:

and

Name: County of Inyo — hereinafter called

Address: 163 May Street — Inyo County

Bishop, CA 93514

Telephone: (760) 873-3305 — Federal ID No. or Social Security No.:

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	**Keyed By**

MEMORANDUM OF UNDERSTANDING
BETWEEN
DEATH VALLEY NATIONAL PARK
AND THE
COUNTY OF INYO
AND THE
COUNTY OF SAN BERNARDINO
AND THE
INLAND COUNTIES EMERGENCY MEDICAL AGENCY

MUTUAL AID PLAN
FOR EMERGENCY MEDICAL SERVICES

This AGREEMENT is hereby entered into by and between the Counties of Inyo and San Bernardino, political subdivisions of the State of California (Inyo County and SB County), the Death Valley National Park (DVNP) and the Local Emergency Medical Service (EMS) Agency, herein referred to as Inland Counties Emergency Medical Agency (ICEMA). Inyo County, SB County, DVNP and ICEMA are hereinafter referred to as the "Parties".

WHEREAS, ICEMA is the designated Local Emergency Medical Services Agency for Inyo County and SB County, and:

WHEREAS, the Medical Director of the Local EMS Agency, pursuant to the California Health and Safety Code and the California Administrative Code (Title 22) and Death Valley National Park, pursuant to the National Park Service Management Policy and NPS-51, are each certifying and/or accrediting prehospital personnel in the delivery of basic life support (BLS) and advanced life support (ALS) and other emergency medical care services within their respective jurisdictions; and

WHEREAS, the Health and Safety Code and the California Administrative Code vest the exclusive authority to certify and/or accredit advanced life support prehospital personnel in the medical director of the Local EMS agency for the counties in which such advanced life support personnel provide advanced life support and other emergency medical services; and

WHEREAS, Death Valley National Park, like all National Park units, is given the authority by the United States Congress and 16 USC 1-4, the Organic Act of August 25, 1916, to provide for the enjoyment of the parks and in as such providing a safe environment in which visitors have access to emergency services; and

WHEREAS, Death Valley National Park is authorized under RM-51, 16 USC 1b (1) and 16 USC 12, to aid and assist visitors within the national parks or national monuments in emergencies; including search, rescue and medical incidents and providing cooperative assistance for nearby agencies for related purposes of law enforcement and emergency rescue and firefighting outside of the NPS system; and

WHEREAS, Death Valley National Park is authorized under 16 USC 13 to provide medical attention and transport to medical facilities for its employees; and

WHEREAS, National Park Service Management Policies, Section 8.2.5.1, NPS-51 mandates Death Valley National Park to assure adequate emergency care and transportation services are available for visitors who are injured or ill; and

WHEREAS, the National Park Service contacts the Federal Interagency Communication Center (FICC) and surrounding agency dispatches as necessary to dispatch the closest available emergency medical service provider and/or ambulance service depending on geographic location and priority; and

WHEREAS, the Health and Safety Code and the California Administrative Code further gives a medical director of a Local EMS Agency discretion in establishing training, performance, and examination standards required for certification and/or accreditation as prehospital EMS Personnel in its county; and

WHEREAS, the public use of National Park Service (NPS) administered lands is specifically directed by Congress, and the National Park Service is delegated the responsibility for the welfare of persons who use these areas through the availability of adequate EMS services. The NPS National Medical Advisor provides national oversight, direction and protocol for service wide EMS Programs and oversight to the Death Valley National Park EMS Program and personnel and subsequent training; and

WHEREAS, the standards for certification and/or accreditation which exist in Inyo County, SB County and ICEMA are different from those which exist in Death Valley National Park and do not permit automatic certification and/or accreditation in the ICEMA region of persons who are certified as prehospital personnel by Death Valley National Park. Similarly, the standards which exist in Death Valley National Park do not permit automatic certification and/or accreditation in Death Valley National Park of prehospital EMS personnel who are certified in the ICEMA region; and

WHEREAS, the Medical Director of the Local EMS Agency (ICEMA), Inyo County, SB County and the Death Valley National Park believe that it is in the best interests of the citizens of Inyo, SB County and the residents and visitors of Death Valley National Park that EMS personnel certified in one of the jurisdictions be permitted to provide basic and advanced life support and other emergency medical services in the other jurisdiction under the limited circumstances described herein above. ICEMA and Death Valley National Park have concurred that, upon execution of the agreement by the jurisdictions' respective authorities, certification and/or accreditation of EMS personnel by either the ICEMA Medical Director or the Death Valley National Park Medical Director shall be recognized as authority for permitting the delivery of advanced life support and other emergency medical care services under the limited circumstances described, in the jurisdiction in which the person is not certified; and

WHEREAS, the agreement is made pursuant to the authority found in Section 6502 of the California Government Code which provides that public agencies by agreement may jointly exercise any power common to the contractive parties and 16 USC 1b(1), 12 and 17(c) which authorizes the Death Valley National Park to enter into such agreements:

NOW, THEREFORE; the parties agree as follows:

1. **SCOPE**

   A. It is the intent of the Parties to establish an emergency medical services (EMS) mutual aid plan that will be effective when the demands within a Party's jurisdiction will exceed or likely exceed the available resource(s) of the Party. It is necessary that the emergency medical resources and facilities of the Parties within Inyo County and SB County be coordinated to prevent and combat the effect of emergencies that may result from a disaster within the limits of Inyo County and SB County. It is also necessary to plan for those situations in which emergencies occur where a non-county asset may provide the most effective life saving medical treatment. This agreement is a plan for mutual assistance and does not impose an obligation to respond or liability on either party.

   B. The Parties understand and agree that pursuant to the Exclusive Operating Area Plan for Inyo County adopted by the Local EMS Agency (ICEMA) and approved by the EMS Authority of the State of California (the "EOA Plan"); the DVNP is the designated exclusive provider of ALS and BLS ambulance transport services within the operating area(s) described in this MOU. Nothing herein shall be construed as inconsistent with DVNP's status as an exclusive provider of EMS within Inyo County as set forth in the EOA Plan.

2. MUTUAL AID OPERATIONAL PLAN

A. Purpose

The purpose of this mutual aid operational plan ("Mutual Aid Plan") is to provide for the emergency care and transportation of the sick and injured. This Mutual Aid Plan is developed to establish procedures for the dispatching of units, response of units, chain of command, treatment and transportation of victims, and releasing of units.

B. Dispatch Procedures

Upon notification of a medical emergency potentially involving a request for enactment of this Mutual Aid Plan, normal Inyo County dispatch procedures shall be implemented and followed, including dispatch of the Inyo County paramedic unit and, when so indicated, of the area first responder unit. If the assigned Inyo County paramedic unit is not immediately available and/or Inyo County requests mutual aid from DVNP pursuant to this Mutual Aid Plan, the following procedure is to be followed:

1) Inyo County will dispatch the first responder unit.

2) Inyo County will request medical unit from DVNP.

3) If the DVNP ambulance is unavailable for assistance, Inyo County will dispatch next closest medical unit.

C. Communications

1. Request for the enactment of the Mutual Aid Plan shall be through the Inyo County Sheriff's Office Dispatch Center. Personnel authorized to request response per this plan are:

   a. Inyo County Paramedic Services.

   b. Inyo County Sheriff's.

   c. California Highway Patrol.

2. To allow for coordination of patient care on a countywide basis, standard medical communication shall be directed to the responding unit's base hospital. In most circumstances, communications to Northern Inyo Hospital concerning patient status, care and transportation shall be performed by the paramedic unit(s) on scene or responding to the scene.

D. Mutual Aid to be Provided

1. DVNP, provided it does not jeopardize its mission, endeavors to honor requests from Inyo County for emergency medical assistance in those cases where DVNP may be able to provide the most effective life-saving medical treatment available. Upon request from the Inyo County dispatching agency, and after approval from the Officer in Charge, DVNP will, if available and if feasible, provide a fully equipped Basic Life Support Unit (transporting unit) or a fully equipped Advanced Life Support Unit (transporting unit), with a minimum of two certified emergency medical technicians/emergency vehicle operators.

2. It is understood that DVNP is and has remained typically the closest available emergency life support provider in the following areas:

Inyo County Exclusive Operating Area 8 which is defined as:

North - Death Valley National Park Boundary
South - Death Valley National Park Boundary
East - Nevada State Line
West - Death Valley National Park Boundary, Saline Valley Road

3. It is in these areas that DVNP will be most likely able to respond to requests for emergency medical assistance. Response to areas outside the geographic boundaries identified above, though possible, will have a lower priority of response for the DVNP.

4. Response of Units

   a. Upon arrival at the incident, the first responder unit shall determine if an ambulance is required. If the incident is to require the transportation of more than two (2) patients to a medical facility, the first responder unit shall request additional medical transport unit(s) to the scene through normal communication processes. (Inyo County's Sheriff's Office Dispatch Center). All cancellations of responding units are to be through the Inyo County's Sheriff's Dispatch Center.

   b. To allow for response control and documentation, all responding units are to contact Inyo County's Sheriff's Dispatch Center at the following times:

      1) When the unit is en-route to the incident.
      2) When the unit is at the scene.
      3) When the unit is transporting to a medical facility to designate that facility.
      4) When the unit is at the medical facility.
      5) When the unit is available.

5. Chain of Command

   The Incident Commander shall be the first responder on-scene, except for highway and road incidents in which the Incident Commander shall be passed on to the law enforcement agency with legal jurisdiction after their arrival. Patient treatment shall be handled by the highest medical authority on scene per ICEMA Guidelines.

6. Treatment and Transportation of Patients

   All treatment and transportation of patients shall be coordinated through the responding unit's base hospital. During periods of radio communication failure, patients shall be transported to the closest appropriate medical facility. In lieu of direct communication with that appropriate medical facility, Inyo County Sheriff's Dispatch Center shall be utilized to notify the receiving facility of the patient transport. Patients encountered by DVNP that require transport under this mutual aid request will usually be transported to the nearest medical facility and will be coordinated with the appropriate base hospital. Exceptions to this policy shall be considered when:

   a. The nearest medical facility scope of care is incapable of providing required care and delay would endanger the patient's well being.

   b. In mass casualty situations, the nearest medical facility has reached patient saturation.

   c. In situations where DVNP is unable to provide an ALS level of care (and the patient needs warrant such care), DVNP will request a rendezvous with an Inyo County or SB County ALS unit. If the

ETA of the ALS unit exceeds the transport time to the closet medical facility, DVNP will continue transport or attempt to arrange for ALS care flight services through FICC or Inyo County Sheriff's Dispatch Center.

7. Releasing of Units

At the conclusion of the incident, units shall notify the Inyo County Sheriff's Dispatch Center that they are available and returning to their agency.

8. Reimbursement

None of the Parties to this agreement shall be obligated to pay the other Parties for any aid furnished. This does not prohibit the involved Party from billing the victims or patients directly for costs incurred due to the incident. This agreement does not create an authorization for the reciprocal provision of medical supplies and services. Medical equipment or devices that are used in the course of stabilizing or furnishing emergency treatment will be returned to the respective owner in good condition or replaced in kind. The provision of emergency aid response by the DVNP does not obligate Inyo County or SB County to reimburse the National Park Service for the value of the response services provided. Individuals however, who are provided such services may be billed by the National Park Service in accordance with the National Park Service policies and procedures.

9. Area Boundaries

The parties agree that this Agreement does not alter the existing boundaries of the EOAs assigned and permitted to Inyo County in the areas stated in Section 2.D. Neither DVNP or Inyo County will use this Agreement or related procedures or systems as evidence that a change has been made in any EOA or under any operating agreement.

10. Concurrence

It is agreed that all Parties to this Mutual Aid Plan concur with the level of support and resources commitments that are documented herein.

11. Quality Improvement

Subject to HIPAA and other applicable patient confidentiality laws, DVNP, Inyo County, and SB County agree to share clinical and operational information pertaining to emergency responses where multiple agencies (DVNP and Inyo County ambulances) responded and provided patient care. All parties agree to share clinical and operational information pertaining to the response in an effort to continually improve the quality of service provided by each.

12. Complaints

DVNP, Inyo County, SB County and ICEMA each shall provide the others with copies of any patient care complaints received for services performed under this Agreement.

13. Governing Law and Venue

This MOU has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California. The Parties further acknowledge and agree that the venue for any action or claim brought by any party arising out of this MOU will be the be the Federal District Court for the Eastern District of California. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a

change of venue. If any third party brings an action or claim concerning this agreement, the parties hereto agree to use their best efforts to obtain a change of venue to be the Federal District Court for the Eastern District of California.

3. MISCELLANEOUS PROVISIONS

A. Term

This Mutual Aid Plan shall become effective five (5) days after the signature of representatives of the Parties involved and will remain in effect for five (5) years and may be renewed without change, except for the dates, every five (5) years, upon mutual written agreement of the parties. This agreement cannot be changed without written authorizations from all party representatives.

B. Termination or Modification

This agreement may be modified by mutual consent or terminated unilaterally without cause upon ninety (90) days written notice of one of the subscribing officials or their successor. A five (5) year review of the provisions will be conducted by representatives of all parties involved.

C. Hold Harmless

1. Inyo County agrees to hold harmless SB County, ICEMA and the DVNP and its officers and employees, against any claim, judgment, liability, cost (including reasonable attorneys fees), and/or damages arising out of or under this Memorandum of Understanding and alleged to have been caused by the negligence or wrongful act or omission of ICEMA or DVNP personnel, respectively. Inyo County agrees to immediately notify ICEMA and/or the National Park Service and specifically the DVNP, at the addresses listed in paragraph 3.D below, of any suits involving the alleged negligence or wrongful act or omission of any ICEMA or DVNP personnel arising from this Memorandum of Understanding. Inyo County further agrees to cooperate fully with the United States Government and the National Park Service and/or ICEMA in the resolution of any claims or lawsuits involving DVNP and/or ICEMA personnel, as applicable, which may arise out of or under this Memorandum of Understanding.

2. The DVNP and its officers and employees agree to hold harmless ICEMA, SB County and Inyo County, its officers, employees, agents and assigns, against any claim, judgment, liability, cost (including reasonable attorneys fees) or damages arising out of or under this Memorandum of Understanding and alleged to have been caused by the negligence or wrongful act or omission of ICEMA, SB County or Inyo County personnel, respectively. The DVNP agrees to immediately notify ICEMA and Inyo County, at the addresses listed in paragraph 3.D below, of any suits involving the alleged negligence or wrongful act or omission of any ICEMA or Inyo County personnel arising from this Memorandum of Understanding. The DVNP agree to cooperate fully with ICEMA and/or Inyo County, as applicable, in the resolution of any claims or lawsuits involving ICEMA or Inyo County personnel which may arise out of or under this agreement.

3. ICEMA, SB County and its officers and employees agree to hold harmless the DVNP and Inyo County, its officers, employees, agents and assigns, against any claim, judgment, liability, cost (including reasonable attorney's fees) or damages arising out of or under this Memorandum of Understanding and alleged to have been caused by the negligence or wrongful act or omission of DVNP or Inyo County personnel, respectively. ICEMA agrees to immediately notify the DVNP and Inyo County, at the addresses listed in paragraph 3.D below, of any suits involving the alleged negligence or wrongful act or omission of any County or DVNP personnel arising from this agreement. ICEMA further agrees to cooperate fully with Inyo County and the United States Government and the National Park Service in the resolution of any claims or lawsuits involving County or DVNP personnel which may arise out of or under this agreement.

D. Notice

Whenever notice is required or desired to be given pursuant to this agreement, such notice shall be in writing, delivered to the person(s) and at the address(es) set forth below. Notice shall be sent by first class mail, postage prepaid. If notice is sent by e-mail or fax, it shall be followed by mailed notice. Notice shall be effective five (5) calendar days from the date of mailing (postmark date). Either Party may designate a different individual or address for the receipt of notice by providing notice to the other Parties of such change(s).

County of Inyo
Jean Turner, Director
163 May Street
Bishop, CA 93514
Phone: (760) 873-3305
Fax: (760) 873-6505
E-Mail: jturner@inyocounty.us

Death Valley National Park
Sarah Craighead, Superintendent
PO Box 579
Death Valley, CA 92328
Phone: (760) 786-3260
Fax: (760) 786-2217
E-Mail: Sarah_Craighead@nps.gov

ICEMA
Tom Lynch, Administrator
1425 South "D" Street
San Bernardino, CA 92415-0060
Phone: (909) 388-5823
Fax: (909) 388-5825
E-Mail: Tom.Lynch@cao.sbcounty.gov

San Bernardino County Government Center
Chair, Board of Supervisors
385 North Arrowhead Avenue, Fifth Floor
San Bernardino, CA 92415-0110
Phone: (909) 387-4565
Fax: (909) 387-5392
E-Mail: jgonzales@sbcounty.gov

IN WITNESS THEREOF, The Parties hereto have caused this MOU to be signed by their respective officials hereto as duly authorized by the governing bodies.

DEATH VALLEY NATIONAL PARK

By: _____
(Authorized signature - sign in blue ink)

Sarah Craighead
Superintendent, Death Valley National Park

Dated: _____

INYO COUNTY

By: _____
(Authorized signature - sign in blue ink)

_____
Chair, Inyo County Board of Supervisors

Dated: _____

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

► _____
Chair, ICEMA Board of Directors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Laura H. Welch, Secretary

By _____
Deputy

SAN BERNARDINO COUNTY BOARD OF SUPERVISORS

By ► _____
Chair, San Bernardino County Board of Supervisors

Name _____
(Print or type name of person signing MOU)

Title _____
(Print or Type)

Dated: _____

Address _____

_____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to Board for Signature
► _____ Counsel	► _____	► _____
Date _____	Date _____	Date _____

For Clerk's Use Only:
AGENDA NUMBER
13

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: **December 11, 2012**

SUBJECT: Appointment of ESAAA Advisory Council members

DEPARTMENTAL RECOMMENDATION:

Request Board appoint Advisory Council members for the Eastern Sierra Area Agency on Aging (ESAAA), beginning January 1, 2013, as recommended by staff, with (a) the expiration of terms staggered as recommended by staff, and (b) the assurance that the required membership categories are filled by individuals who self-identified as meeting the categorical requirements.

Recommended Individuals:	Low income	Disabled	Support Services Provider	Health Care Provider	Family Caregiver	Private/Voluntary Leadership Experience	Term Expiration
Rachel Lober (Bishop)						X	Dec. 2014
Mary Jefferson (Lone Pine)	X						Dec. 2013
Roger Rasche (Lone Pine)	X	X					Dec. 2014
Jim Copeland (Benton)						X	Dec. 2013
Phyllis Mikalowsky (Lone Pine)	X	X			X		Dec. 2014
Selma Calnan (Bishop)	X					X	Dec. 2013
Saul Sanabria (Inyo-Mono VSO)			X				Dec. 2014
Christie Martindale (Toiyabe Indian Health Project)			X	X		X	Dec. 2013
Plus							
One Board of Supervisors Member (to be appointed in January 2013) *(meets the "Elected Official" category)*							Dec. 2013

Other Applicants:
Carolyn Balliet (County of Mono Public Health Nurse) – employed by a subcontracting agency, thus prohibited from membership per the recently adopted By-laws for the ESAAA Advisory Council

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

An Area Agency on Aging (AAA) is required by statute to have an Advisory Council. The purpose of such Advisory Council, pursuant to Section 9402 of the Older Californians Act, is to be "a principal advocate body on behalf of older individuals within a planning and service area," and "shall provide advice and consultation on issues affecting the provision of services provided locally to older individuals." Your Board adopted By-laws in October 2012 for the new ESAAA Advisory Council with a membership of nine (9), including one Board of Supervisors member, appointed annually. Those By-laws specific prohibit Advisory Council membership by an employee of an ESAAA subcontractor. The recent recruitment closed mid-November and resulted in the above applicants, and fortunately has all required categories filled, plus at least one Mono County resident, and two Inyo-Mono County service providers (neither of whom are subcontractors). The one Mono County employee, who is prohibited from membership by the By-laws, is a knowledgeable and experienced Mono County representative who formerly served on the Inyo Mono Area Agency on Aging (IMAAA) Governing Board. ESAAA staff will be looking for other opportunities to involve Ms. Balliet in discussions around ESAAA services.

Appointment of the new ESAAA Advisory Council, operating under the Board-adopted By-laws, is the final step in completing the transition of Inyo Mono Area Agency on Aging (IMAAA) to ESAAA.

ALTERNATIVES:

Your Board could leave the existing interim Advisory Council members to function as the new Advisory Council with no real harm to the operations. However, certain State-required categories of membership would remain unfilled.

OTHER AGENCY INVOLVEMENT:

California Department of Aging

FINANCING:

No funding involved in 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: _____ Date: _____
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: _____
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner DS Date: 11/29/12

For Clerk's Use Only:
AGENDA NUMBER

15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: **December 11, 2012**

SUBJECT: Sale of tax-defaulted properties at public auction.

DEPARTMENTAL RECOMMENDATION:

Request Board approval to conduct a public auction, via the internet, to offer for sale to the highest bidder certain tax-defaulted parcels of land that are subject to the Tax Collector's Power to Sell.

CAO RECOMMENDATION:

N/A

SUMMARY DISCUSSION:

Pursuant to Section 3691 et seq of the California Revenue and Taxation Code the Tax Collector must, with the prior approval of the Board of Supervisors, periodically attempt to sell those parcels of land on which the property taxes have been delinquent for over five years. Such parcels are normally offered for sale at public auctions. The primary purpose of the sale is to place the properties in the hands of assessees who are ready, willing and able to pay the future taxes on the parcels in a timely manner. A secondary purpose is to recover the amount of delinquent taxes due on the parcels. After the Board has granted its approval it may not delete, withdraw, nor withhold properties from the auction or rescind its approval.

This approval will authorize the Tax Collector to hold a public auction sale on March 9-11, 2013, during which the parcels listed on the attachment will be offered for sale to the highest bidder. The law requires that the Tax Collector attempt to hold these types of sales every four years.

In the event that any parcel does not sell, and in accordance with California Revenue and Taxation Code §3698.5(c), I respectfully request your approval to re-offer that parcel for sale, within ninety (90) days, at a reduced minimum price that the tax collector deems appropriate.

ALTERNATIVES:

The Board may approve or reject the proposed sale. The Board may delete one or more of the parcels that would be otherwise offered for sale prior to the adoption of this resolution. The removal of any parcel from the auction list by the Board would be counterproductive to the purposes of the auction.

OTHER AGENCY INVOLVEMENT:

In the event a parcel to be offered for sale is located within the geographic boundaries of a local taxing agencies (city or district), that agency will be given the opportunity to object to the sale of that parcel. Any such objection must be based on that agency's determination that it requires the parcel for a public purpose, and must be accompanied by that agency's offer to purchase the parcel at a price equal to an amount not less than the minimum bid.

FINANCING:

The Tax Collector's 2012/2013 departmental budget includes the anticipated cost of the auction. Those same costs are spread equally to the parcels and included in the minimum bids. Therefore, when a parcel sells at the high bid, or more, a portion of the County's costs are recovered.

Since the County has adopted the Teeter Plan of Property Tax Apportionment, it has assumed the risk that a property will not sell for an amount that is sufficient to recover the delinquent property taxes and costs that have previously been absorbed by the County General Fund. Any such shortages may be recoverd from the Tax Loss Reserve Fund. That Fund derives its revenue from collected delinquent property tax penalties.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 11/30/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE: Alisha McMurtrie Date: 12/3/12
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

Notice of Proposed Public Auction on March 9th-11th, 2013
Of Tax Defaulted Property for Delinquent Taxes

Inyo County Tax Collector
www.inyocounty.us/taxcollector
168 N. Edwards, P.O. Box O
Independence, CA. 93526
(760) 878-0312

ITEM NUMBER	DEFAULT NUMBER	DEFAULT YEAR (FISCAL)	ASSESSOR'S PARCEL NUMBER	LAST ASSESSEE NAME & ADDRESS	MINIMUM BID	Location
1	08010	2007/08	001-092-01	KCM BHAKTA MOTEL CORP 190 W. PINE STREET BISHOP, CA 93514	$ 63,000.00	Bishop
2	60267	2006/07	033-080-25	ESTATE OF MICHAEL J ODWYER 9683 VARNA AVENUE ARLETA, CA 91331	$ 4,050.00	Olancha
3	60117	2005/06	033-280-18	KENNETH C NGUYEN 16065 PENN AVENUE SAN LORENZO, CA 94580	$ 2,350.00	Enchanted Village
4	60121	2005/06	033-450-10	MOHAMMED T AHMED 21317 ANZA AVENUE #13 TORRANCE, CA 90503	$ 7,550.00	Enchanted Village
5	3161	2002/03	035-147-03	JESUS ALVAREZ 6316 RINGSDALE COURT BAKERSFIELD, CA 93313	$ 1,750.00	Darwin
6	03162	2002/03	035-153-05	BENJAMIN MINERVA 7720 PARADISE VALLEY ROAD, #100 SAN DIEGO, CA 92139	$ 1,800.00	Darwin
7	60287	2006/07	035-173-07	ESTATE OF WALTER F HOFFMAN 1435 N CATALINA STREET BURBANK, CA 91505	$ 1,200.00	Darwin
8	60291	2006/07	035-175-16	ALAN KITCHIN 1889 PACIFIC AVENUE LONG BEACH, CA 90806	$ 1,350.00	Darwin
9	60292	2006/07	035-175-20	ALAN KITCHIN 1889 PACIFIC AVENUE LONG BEACH, CA 90806	$ 1,350.00	Darwin
10	60294	2006/07	035-184-02	MOSES HAZAN TRUST 812 E SAHARA AVENUE #6 LAS VEGAS, NV 89104	$ 1,250.00	Darwin
11	60295	2006/07	035-185-09	RALPH A KILLION & ESTATE OF ELLA I KILLION 2141 ROBIN LANE OXNARD, CA 93033	$ 1,200.00	Darwin
12	60296	2006/07	035-185-15	RALPH A KILLION & ESTATE OF ELLA I KILLION 2141 ROBIN LANE OXNARD, CA 93033	$ 1,200.00	Darwin
13	01102	2000/01	037-050-12	ESTATE OF MARGUERITE VARGAS 2942 MARCIA ROAD GLENDALE, CA 91208	$ 1,750.00	Dunmovin
14	60134	2005/06	037-190-22	BETTY M ROME 150 S RANCHO SANTA FE ROAD #60 SAN MARCOS, CA 92069	$ 1,250.00	Pearsonville
15	50202	2004/05	037-212-02	SOFIA UY NEW 219 DELONG STREET SAN FRANCISCO, CA 94112	$ 1,250.00	Pearsonville
16	60319	2006/07	046-370-03	LINDA M ELIAS PO BOX 162 HOLSOPPIE, PA 15935	$ 1,500.00	Tecopa Hot Springs
17	50218	2004/05	046-370-12	T & S GEARING TRUST PO BOX 8134 SAN MATEO, CA 94404	$ 4,150.00	Tecopa Hot Springs
18	14621	1998/99	046-411-12	ESTATE OF PHILLIP L HALL 1201 W 228TH ST. SP 18 TORRANCE. CA 90502	$ 5,000.00	Tecopa Heights
19	14638	1998/99	046-411-29	ESTATE OF PHILLIP L HALL 1201 W 228TH ST. SP 18 TORRANCE. CA 90502	$ 6,000.00	Tecopa Heights
20	60144	2005/06	046-412-04	ESTATE OF MARGARET PELLEGRINO 5001 S LITTLE DRIVE McHENRY, IL 60051	$ 2,400.00	Tecopa Heights

ITEM NUMBER	DEFAULT NUMBER	DEFAULT YEAR (FISCAL)	ASSESSOR'S PARCEL NUMBER	LAST ASSESSEE NAME & ADDRESS	MINIMUM BID	Location
21	60328	2006/07	048-364-25	ESTATE OF BETTY J BLOCK 1425 S 1500 EAST #125 CLEARFIELD, UT 84015	$ 1,900.00	Spring Valley Ranchos
22	01148	2000/01	048-392-17	VICKI L SMITH 108 REYES DRIVE CEDAR CREEK, TX 78612	$ 1,000.00	Spring Valley Ranchos
23	40146	2003/04	048-402-04	LINDSEY & JEWEL M SMITH III 4520 DOVE PARK BLVD LOUISVILLE, KY 40299	$ 2,100.00	Spring Valley Ranchos
24	02205	2001/02	048-402-19	RAYMOND M & SYLVIA BEUFVE 14263 N BOXWOOD LANE FOUNTAIN HILLS, AZ 85268	$ 1,100.00	Spring Valley Ranchos
25	01153	2000/01	048-404-04	JAMES G & MILDRED B CARSON 1226 LOST POINT LANE 174 OXNARD, CA 93030	$ 1,200.00	Spring Valley Ranchos
26	60363	2006/07	048-412-20	GERARDO & AMELINDA CRUZ JR 8326 E STARPINE ROAD ORANGE, CA 92869	$ 2,250.00	Spring Valley Ranchos
27	50305	2004/05	048-422-13	ESTATE OF FRANCIS LEBLANC 147 N RIDGE COURT FAIRFIELD, CA 94533	$ 1,900.00	Spring Valley Ranchos
28	50306	2004/05	048-422-14	ESTATE OF FRANCIS LEBLANC 147 N RIDGE COURT FAIRFIELD, CA 94533	$ 1,900.00	Spring Valley Ranchos
29	60201	2005/06	048-434-25	MILDRED L ARNOLD 3300 35TH AVENUE MOLINE, IL 61265	$ 1,950.00	Spring Valley Ranchos
30	02257	2001/02	048-443-25	RAYMOND J & DIANA L SCOTT 42101 PURPLE BUSH AVE APT 75D LANCASTER, CA 93536	$ 2,500.00	Spring Valley Ranchos
31	02258	2001/02	048-443-29	RAYMOND J & DIANA L SCOTT 42101 PURPLE BUSH AVE APT 75D LANCASTER, CA 93536	$ 2,500.00	Spring Valley Ranchos
32	40159	2003/04	048-451-21	PACIFIC LEGAL PLAN INC 1585 KAPIOLANI BLVD #1200 HONOLULU, HI 96814	$ 1,200.00	Spring Valley Ranchos
33	50348	2004/05	048-452-03	LACY GIBSON 704 VINCENTS DREAM AVENUE LAS VEGAS, NV 89031	$ 1,100.00	Spring Valley Ranchos
34	40160	2003/04	048-452-08	LINDSEY & JEWEL M SMITH III 4520 DOVE PARK BLVD LOUISVILLE, KY 40299	$ 2,000.00	Spring Valley Ranchos
35	50349	2004/05	048-452-15	PHILLIP T PARRINELLE 29035 LAKE RIDGE LANE HIGHLAND, CA 92346	$ 2,000.00	Spring Valley Ranchos
36	40161	2003/04	048-452-20	RONALD & CATHLEEN LUXON 1157 LUNAANELA KAILUA, HI 96734	$ 1,000.00	Spring Valley Ranchos
37	02264	2001/02	048-453-18	PETER J & CORRINE C ERTEL 14625 MUSSEY GRADE RD #R5 ROMONA, CA 92065	$ 2,500.00	Spring Valley Ranchos
38	60399	2006/07	048-454-05	GARY W WALTER 71 RANCH STREET PAHRUMP, NV 89060	$ 1,650.00	Spring Valley Ranchos
39	01165	2000/01	048-481-18	ESTATES OF CECIL R & MARGARET FISHER 10201 BANNISTER STREET SPRING HILL, FL 34608	$ 2,500.00	Spring Valley Ranchos
40	02269	2001/02	048-484-20	ANTHONEY & JEANE C MYSLIWIEC 4166 MADISON BROOKFIELD, IL 60513	$ 1,100.00	Spring Valley Ranchos
41	02316	2001/02	048-511-13	CLEGHORN A & MIGNON M BOYD 1400 E RENO AVENUE # 74 LAS VEGAS, NV 89119	$ 1,000.00	Spring Valley Ranchos
42	60419	2006/07	048-511-25	REGINA DEPAOLA 50% GINGER HUME 50% 569 QUINDELL WAY BRENTWOOD, CA 94513	$ 1,500.00	Spring Valley Ranchos
43	50414	2004/05	048-511-27	JAMES T MOHAMMADI 6280 AUTO CENTER DRIVE #106 BUENA PARK, CA 90621	$ 2,400.00	Spring Valley Ranchos
44	60424	2006/07	048-513-28	MARIA E FRANCO 3534 SIMMONS STREET LAS VEGAS, NV 89030	$ 1,050.00	Spring Valley Ranchos
45	60236	2005/06	048-514-24	ALFRED F & SOLEDAD M MAGPOC 95-1037 HOOKOWA STREET MILILANI, HI 96789	$ 1,050.00	Spring Valley Ranchos

ITEM NUMBER	DEFAULT NUMBER	DEFAULT YEAR (FISCAL)	ASSESSOR'S PARCEL NUMBER	LAST ASSESSEE NAME & ADDRESS	MINIMUM BID	Location
46	50467	2004/05	048-521-21	LLOYD RICHARDSON 1336 DEWITT STREET SCHENECTADY, NY 12303	$ 1,200.00	Spring Valley Ranchos
47	60492	2006/07	048-521-25	ESTATE OF ROBERT E REISTER 1/2 INT CHARLES HICKS 1/2 INT 3565 LINDEN AVENUE #319 LONG BEACH, CA 90807	$ 1,800.00	Spring Valley Ranchos
48	60436	2006/07	048-524-13	LEONARD C & ELSIE WOOD 15300 MAGNOLIA ST #25 WESTMINSTER, CA 92638	$ 1,750.00	Spring Valley Ranchos
49	60242	2005/06	048-533-02	EDITH McGRIFF 3437 NEBAUM CT N LAS VEGAS, NV 89031	$ 2,400.00	Spring Valley Ranchos
50	60243	2005/06	048-533-03	EDITH McGRIFF 3437 NEBAUM CT N LAS VEGAS, NV 89031	$ 2,400.00	Spring Valley Ranchos
51	40173	2003/04	048-534-12	KJON TRUST PO BOX 2865 PAHRUMP, NV 89041	$ 2,500.00	Spring Valley Ranchos
52	2376	2001/02	048-534-13	EARL R & MARGARET K ARCHER 24300 EL TORO RD #318 LAGUNA WOODS, CA 92673	$ 2,600.00	Spring Valley Ranchos

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: December 11, 2012

SUBJECT: Request approval of the Professional Services Agreement between the County of Inyo and Bid4Assets, Inc. to provide online, internet tax-defaulted land auction services, as a Sole Source Provider, to the Treasurer-Tax Collector and authorize the Treasurer-Tax Collector to execute the Contract upon obtaining the appropriate signatures.

DEPARTMENTAL RECOMMENDATION:

In order to reach as many of the interested bidding public as possible, it is the recommendation of this department that Inyo County contracts with Bid4Assets, Inc. for placement of our tax-defaulted parcels for auction.

CAO RECOMMENDATION:

Attached is the recommendation for Sole Source Provider.

SUMMARY DISCUSSION:

Pursuant to Section 3691 et seq of the California Revenue and Taxation Code the Tax Collector must, with the prior approval of the Board of Supervisors, periodically attempt to sell those parcels of land on which the property taxes have been delinquent for over five years. Such parcels are normally offered for sale at public auctions.

This office could conduct a live public auction located here in Independence, or we can outsource this portion of this process to our recommended vendor for placement on the internet. Both options have their benefits and hinderances. In order to widen our reach to as many potential bidders as possible, I recommend contracting with Bid4Assets, Inc. They have extensive experience with not only Local Governments, but State and Federal Agencies as well.

This approval will authorize the Tax Collector to conduct an internet public auction on March 9-11, 2013, during which the approved parcels will be offered for sale to the highest bidder online. Please note there will be in person bidding options available to anyone who does not have access to a computer.

In the event that any parcel does not sell, and in accordance with California Revenue and Taxation Code §3698.5(c), I respectfully request your approval to re-offer that parcel for sale, within ninety (90) days, at a reduced minimum price that the tax collector deems appropriate.

ALTERNATIVES:

The Board may deny this request. Should that occur, I will move forward with conducting a live auction located here in Independence. This will impact the costs of conducting an auction. We will then require the assistance of the Sheriff's Department personnel and Building and Maintenance.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The 2012/13 Treasurer-Tax Collector budget includes the cost of contracting with Bid4Assets, Inc.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 11/30/12
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

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

Date: 12/3/12

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX
inyottc@inyocounty.us

ALISHA McMURTRIE
TREASURER-TAX COLLECTOR
amcmurtrie@inyocounty.us

MEMORANDUM

To: Kevin Carunchio, CAO

From: Alisha McMurtrie, Treasurer-Tax Collector

Date: November 13, 2012

Subject: Request for Sole Source Provider approval.

It is the intention of this department to conduct a tax-defaulted public land auction in March 2013. In accordance with Inyo County Purchasing Policy, Section F(IV)(I), I am requesting County Administrator's approval of a Sole Source Provider designation for Bid4Assets, Inc. If all properties offered were sold, the costs would be $8,100.00.

The justification for this request is:

- Bid4Assets is a specialist in a specialized area-government auctions. Their product is designed to streamline the online auction process for government agencies. They provide the resources for preparing and placing our information into an online auction environment which this department cannot.
- Bid4Assets has conducted the last two online auctions for Inyo County.
- This department does not have the technical expertise to prepare and execute an online auction.
- Since this portion of the auction process is time and labor intensive, I would have to postpone this auction round due to the implementation of the PTMS project, which will be occurring simultaneously. Bid4Assets will be responsible for the preview, the deposit management, the website construction, the auction and after auction processing.
- The fact that an online auction can reach far and wide as opposed to a local auction is undisputed. Real Estate sales have been dismal since the bubble and we are obligated to make the broadest outreach possible in these times.

I appreciate the consideration.

Kevin Carunchio, CAO Approved Disapproved

PROFESSIONAL SERVICES AGREEMENT

BID4ASSETS, INC. and THE COUNTY OF INYO

THIS AGREEMENT is made and entered into this 11th day of December, 2012, (the "Effective Date") by and between the COUNTY OF INYO, a political subdivision of the State of California, as represented by the Treasurer-Tax Collector, (hereinafter "County"), with its principal location at 168 N. Edwards Street, Independence, CA 93526, and Bid4Assets, Inc., a State of Maryland corporation, (hereinafter "Consultant") whose principal place of business is at 8757 Georgia Avenue, Suite #520, Silver Spring, Maryland 20910;

WITNESSETH:

WHEREAS:

(a) Government Code sections 31000 and 53060 permit the County Boards of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and

(b) The County Treasurer-Tax Collector Office (hereinafter "responsible County Department") require Internet Advertising Services of Tax Defaulted Properties; and

(c) County desires to engage Consultant to provide said services and Consultant, by reason of his/her qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein; and

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Services to be Rendered**. A description of the services to be provided is contained in Exhibit "A" which is attached hereto and incorporated herein by this reference.

2. **Compensation to Consultant**. For the initial auction, County shall pay Consultant a fixed fee in the amount of one hundred and fifty dollars ($150.00) per property for each property that is SOLD or REDEEMED/WITHDRAWN/POSTPONED. A $250 set up fee will be charged for listing less than 25 parcels.

Properties that were unsold or pulled from the site during the initial auction can be re-offered within 90 days in a secondary auction. County shall pay Consultant a fixed fee of one hundred dollars ($100.00) for SOLD or REDEEMED/WITHDRAWN/ POSTPONED parcels only. There is no set up fee for the re-offer sale.

Following the initial upload of information and approval by Counties to make assets "live" on the advertising Web site, additional fees will be incurred if a County requests the addition of more data to asset listings. A fee of ten ($10.00) will be charged at each occurrence for each asset that is affected.

Optional Online Financial Services: County may elect to have Consultant supply pre-bid deposit and payment processing services. If elected, County will so indicate in Exhibit "B" attached hereto. Depending on the methods selected for deposit submission, County may be required to execute the Funds Acceptance Authorization form attached as Exhibit "C".

3. **Term**. This Agreement shall commence as of the date it has been signed by both parties and shall remain in effect until June 30, 2013, unless sooner terminated as hereinafter

provided.

4. **Representations**. Consultant makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

a. Consultant has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

b. Consultant does not have any actual or potential interests adverse to County nor does Consultant represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

c. Consultant shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

5. **Negation of Partnership**. In the performance of all services under this Agreement, Consultant shall be, and acknowledges that Consultant is, in fact and law, an independent contractor and not an agent or employee of County. Consultant has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Consultant retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Consultant in the provision of services under this Agreement. With respect to Consultant's employees, if any, Consultant shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

6. **Indemnification**. Consultant agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

7. **Insurance**. Consultant, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the County. Consultant shall pay any deductibles and self-insured retentions under all required insurance policies.

a. Workers' Compensation Insurance Requirement – Consultant shall submit written proof that Consultant is insured against liability for workers'

compensation in accordance with the provisions of section 3700 of the Labor Code.

In signing this Agreement, Consultant makes the following certification, required by section 1861 of the Labor Code:

> "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

Consultant shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

b. Liability Insurance Requirements:

(1) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) aggregate.

(2) The Commercial General Liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto.

(3) If any of the insurance coverages required under this Agreement is written on a claims-made basis, the insurance policy shall provide an extended reporting period of not less than four (4) years following the termination of this Agreement or completion of Consultant's work specified in this Agreement, which ever is later.

(4) Prior to Consultant commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the County by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

c. Cancellation of Insurance – The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultants obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to County. Also, phrases such as "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of all Certificates of Insurance or any coverage for County and County's board members, officials, agents, and employees. Consultant shall immediately obtain replacement coverage for any insurance policy that is

terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of an "A" rating, or in special circumstances, be pre-approved by the County.

e. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

f. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by County.

g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

h. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Consultant agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

8. **Termination**. County may at his election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective forty-five (45) days after personal delivery, or fifty (50) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either Consultant or County, Consultant shall submit to the responsible County Department all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within thirty (30) days after the effective date of any written Notice of Termination. Should either party terminate this Agreement as provided herein, County shall pay Consultant for all satisfactory services rendered by Consultant prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 2 herein.

9. **Ownership of Documents**. All reports, documents and other items generated or gathered in the course of providing services to the County under this Agreement are and shall remain the property of the County, and shall be returned to County upon full completion of all services by Consultant or termination of this Agreement, whichever first occurs.

10. **Notices**. All notices required or provided for in this Agreement shall be provided

to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

To County:	Inyo County Treasurer-Tax Collector Attn: Alisha McMurtrie P O Drawer O Independence, California 93526
To Consultant:	Bid4Assets, Inc. Attn: Will Scott 8757 Georgia Avenue, Ste. 520 Silver Spring, Maryland 20910

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Consultant's office, or any employee in the County Treasurer-Tax Collector's office.

11. **Conflict of Interest**. Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

12. **Sole Agreement**. This document contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

13. **Authority to Bind County**. It is understood that Consultant, in Consultant's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

14. **Modifications of Agreement**. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

15. **Non-waiver**. No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

16. **Choice of Law/Venue**. The parties hereto agree that the provisions of this

Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Inyo. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the State of California.

17. **Confidentiality**. Consultant shall not, without the written consent of the Treasurer-Tax Collector, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

18. **Enforcement of Remedies**. No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

19. **Severability**. Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

20. **Compliance with Law**. Consultant shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

21. **Captions and Interpretation**. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

22. **Time of Essence**. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

23. **Counterparts**. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

24. **Nondiscrimination**. Neither Consultant, nor any officer, agent, employee, servant or subcontractor of Consultant shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly or through contractual or other arrangements.

25. **Audit, Inspection and Retention of Records**. Consultant agrees to maintain and make available to County accurate books and records relative to all its activities under this

Agreement. Consultant shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

26. **Non-Collusion Covenant**. Consultant represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Consultant has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

27. **Signature Authority**. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

Bid4Assets:

Dated: _____

By _____
Matthew D Baker, Chief Executive Officer
Federal Tax I.D. No. 52-2154558

"Consultant"

Dated: _____

APPROVED AS TO FORM:
Inyo County Counsel

By _____
Typed Name/Title:_____

Dated: _____

APPROVED AS TO CONTENT:
Inyo County Treasurer-Tax Collector

By _____
Alisha McMurtrie - Treasurer-Tax Collector

Exhibit A: Scope of Work

Web Site Advertising Services for Tax-defaulted Properties:
Consultant to provide Web site services for the Treasurer-Tax Collector of Inyo County, California to advertise for auction of tax-defaulted properties. Advertising Web site services will include organizing, posting, hosting, and servicing advertised tax-defaulted properties (including pictures of the properties when needed) and due diligence information for between 100 and 500 properties at one time. These advertised properties will be auctioned on the Web site at the direction of the County Treasurer-Tax Collector. For the duration of each auction, advertising on the Web site will be available to the public twenty-four hours per day, seven days per week ("24/7"). In addition, Consultant will collect information from successful purchasers for use by the county in completion of deed certificates.

According to California law, the Treasurer-Tax Collector may recover the cost of advertising for tax-defaulted property auctions. Auction advertising for three to five weeks is anticipated before the auction for 100 to 500 properties. The auction advertising Web site will be developed and maintained to accommodate all necessary aspects of auction advertising acceptable to the County Treasurer-Tax Collector, including advertising of sale results.

Consultant shall, at the direction of the organizing Treasurer-Tax Collector, establish parameters for auction advertising (in terms of time, minimum price, reserve price and settlement terms), develop a Web-based and traditional marketing effort, disseminate due diligence information online to potential bidders, and support the sale of tax-defaulted properties.

Consultant shall assign passwords to registered, pre-qualified bidders. The Treasurer-Tax Collector will determine which bidders are qualified and will provide that information to the Consultant.

Consultant shall send emails to registered users and bidders upon the occurrence of any of the following events: (1) auction advertising information posted online (2) auction commencement (3) bid has been received (4) bidder has been outbid. Consultant shall structure auction advertising so that bidders can bid automatically.

Pre-Qualification of Bidders:
Consultant must structure the auction advertising Web site to be conducted so as to inform potential buyers of certain relevant information concerning California property tax sales and to require potential buyers to acknowledge the receipt of this information as a precondition to bidding on properties. In addition to the acknowledgments mentioned above, the auction advertising Web site may also require that potential bidders submit a qualifying deposit to the Treasurer-Tax Collector demonstrating the bidder's ability to comply with the terms of sale as a precondition to bidding on any tax sale property in exchange for a password from the Consultant enabling those bidders to make a bid. At the sole discretion of the Treasurer-Tax Collector, a qualifying deposit may be waived and other bidder qualifications may be imposed.

Rejecting Bids:
Consultant must structure the auction advertising Web site in a manner that permits the

Treasurer-Tax Collector to reject a bid for tax-defaulted properties for any reason whatsoever.

Withdrawing Properties:
Consultant must structure the auction advertising Web site in a manner that permits the Treasurer-Tax Collector to withdraw single or multiple properties from the on-going auction advertising for any reason whatsoever.

Off-line Bidding Option:
Consultant must structure the auction advertising Web site in a manner that enables people without Internet access to bid on tax-defaulted properties via fax or letter.

Confirmation of Successful Bid:
Consultant will notify the successful bidder, at the direction of the Treasurer-Tax Collector, immediately after the auction. Vendor will advertise the results of each tax-defaulted property auction.

Payment:
Consultant must structure the auction advertising Web site so that a bidder must tender payment into the Treasurer-Tax Collector's Account within seventy-two (72) hours or three (3) business days of notification that he or she is the successful bidder. This tender will go towards the property; will offset cost of bid; or will be returned. Various means of payment will be established such as cash, credit card, cashier's check, wire transfer, or any other means as directed by the Treasurer-Tax Collector.

Bidder's Instructions:
Consultant must include a bidders' instruction section on the auction advertising Web site that sets forth the following information: (1) This is a "buyer beware" sale (2) All sales are where is, as is, and final (3) You must be 18 years of age to bid (4) The minimum price should be listed on the Web site; (5) Auction start date and time (6) Auction ending date and time (7) The Treasurer-Tax Collector's method of pre-qualifying buyers (8) The Treasurer-Tax Collector's right to reject bids for any reason whatsoever (9) The Treasurer-Tax Collector's right to withdraw properties for any reason whatsoever and, (10) Off-line bidding procedures.

Seller's Instructions:
County will provide Bid4Assets data as requested in a bulk asset upload form provided by Bid4Assets. County will provide this data at least two weeks prior to the beginning of the County's Preview period, during which interested bidders may examine the property listings and due diligence online. The County will provide supporting documents in any format available (jpeg, PDF, hyperlink etc.).

Security:
Consultant must provide a secure online environment to protect the confidentiality of the data exchanged. The auction advertising Web site must be hosted on a secure server, using Secured Socket Layers. Site must provide a complete audit trail of all transactions. If Consultant chooses to deviate from these requirements, Consultant must justify the security features of its chosen system to the County.

Exhibit B: Optional Online Financial Services and Fees

BidDeposit and Payment Processing Services:

Bid 4Assets will offer County efficient and effective online deposit and payment processing services that pre-qualify interested and streamline the post-sale collection process.

Storefront BidDeposit™:

In order to help ensure that only qualified and authorized bidders are participating in online auctions, Bid4Assets provides counties with a Storefront BidDeposit method that requires each bidder to place a **single** deposit prior to being allowed to bid on any auction in a Storefront. The single deposit provides each bidder with bidding access to **all** items listed within a Storefront for a flat "entrance" fee. These deposits demonstrate a bidder's ability to comply with the County's terms of sale as a precondition to bidding on any tax-defaulted property.

The intent of a Storefront BidDeposit is to protect a County from multiple property defaults by a single bidder. Therefore, Storefront BidDeposits should be in dollar amounts of five hundred dollars ($500.00) or more, depending on the average minimum bid of delinquent parcels being offered at auction.

At the end of an auction, each winning bidder's Storefront BidDeposit becomes a non-refundable security deposit until complete payment has been tendered to a County.

Bidders will be notified of the BidDeposit requirement via the following icon:

The icon will be displayed on each auction listing.

Counties may offer bidders any combination of the following deposit methods to make a deposit:

Method:	Deposit Limit	Availability
Online Check (ACH)*	$5,000	Immediate
Personal or Company Check	No limit	7 business days
CertifiedCheck or Money Order	No limit	3 business days
Wire	No limit	2 business days

* Please note if County elects to accept deposits via ACH, County is required to agree to the terms contained in the Funds Acceptance Authorization Form enclosed as Exhibit "C" which is attached hereto and incorporated herein by this reference.

Following an auction, all unsuccessful bidders will receive a refund of their deposit within ten (10) business days after the close of an auction:

- Online check deposits are refunded via online check (ACH) to the originating bank account.

- Check or wire deposits are refunded by check, made payable to the account owner and mailed to the address on the Bid4Assets profile.

Successful bidders' deposits are transferred to a County at the end of an auction and applied as a partial payment to the total purchase price. Counties receive the deposits in the form of a check, via FedEx, accompanied by a detailed sales summary report for each winning bidder that includes their name and contact information, the parcel identifiers of the assets won, the deposit amount submitted, and the total amount due to the County. Winning bidders who do not perform on an auction forfeit their deposit(s) to the County. Transmittal of any funds from Bid4Assets to the county will incur a $35 fee for the wire or check.

Payment Processing:

At the County's election, Bid4Assets can provide services to collect full payment from winning bidders at the end of an auction. Bid4Assets will collect the balance due from the winning bidders, combine these funds with BidDeposits, and forward the collected funds three (3) business days after the settlement deadline (as determined by a County) via check. A detailed report of all payments collected will accompany the settlement funds and will include the following for each winning bidder: name and contact information, parcel identifiers of these assets won, total amount due (including any documentary transfer tax or recording fees), and total amount paid.

Fee for Bid4Assets' Online BidDeposit Service:

County may elect to have Bid4Assets provide Storefront BidDeposit services. The fee for Storefront BidDeposit services will be paid by all winning bidders. There is no direct cost to the County for these services.

The County elects to use:

(Please mark the box to the left of the optional service detailed below to indicate election of the deposit service.)

OPTIONAL STOREFRONT BIDDEPOSIT SERVICE FEE	
Type	**Amount**
[X] BidDeposit Per Storefront	$35.00 per deposit paid by the winning bidder
[X] Payment Processing	$35.00 per deposit paid by the winning bidder

Exhibit C: Funds Acceptance Authorization
Inyo County

Bid4Assets offers a number of methods by which bidders may submit deposit funds. Some methods of acceptance of funds are more secure than others. Bid4Assets generally recommends that wire transfers should be used as the most secure method of receiving deposit funds up until the close of business the day prior to the start of an auction.

Many Counties currently accept ACH funds for payment of property and other taxes. Therefore, Bid4Assets will also accept ACH funds for the collection of deposits for the County's tax-sale auction upon authorization by the County Treasurer-Tax Collector (hereinafter referred to as "County"), up to a limit of $5,000 per bidder account.

In the auction environment, ACH funds are susceptible to errors or reversals by the depositor through his/her bank. The routing or account number may be submitted incorrectly, funds may not be available in the bank account submitted, or the bank account submitted may not allow an electronic draw. These types of errors are usually inadvertent, but rejection of an ACH request may take up to four (4) business days after the bidder authorizes the transfer. In addition, by signing an affidavit with his/her bank, the depositor may request that the deposit be rescinded up to sixty (60) days after the original transfer date -- well after the date Bid4Assets may be requested to return funds to the bidder. Although rare and contestable, the risk of loss exists under these circumstances.

Although Bid4Assets will make reasonable attempts to complete or correct erroneous or unsuccessful ACH transfers, there may be instances where funds cannot be collected from the depositor. Therefore to authorize Bid4Assets to accept ACH funds on behalf of the County for deposit purposes, Bid4Assets requires that the County agree that Bid4Assets is not responsible for any ACH funds found to be uncollectible from the depositor. Further, if a deposit is forwarded to the County and then subsequently rescinded by the depositor, the County agrees to reimburse to Bid4Assets any uncollectible funds, less the transaction fee charged to the bidder by Bid4Assets.

If elected, County may choose to accept ACH deposits up until the actual end of all auctions, however, Bid4Assets recommends removing the ACH deposit option at least five (5) business days prior to the auction close date. If ACH deposits are accepted past this five (5) business day mark, the transfer of winners' deposits from Bid4Assets to the County will not take place until ten (10) business days after the date of last acceptance of an ACH.

Based on the County's agreement to the above ACH responsibilities, please authorize the funding methods to be used for the County's auction(s):

Method:	Deposit	Funds Limit
[X] **ACH Transfer**	County defined. Recommended due by 5:00 PM ET five (5) business days prior to the start of the auction	$5,000 per account
[X] **Wire Transfer**	Due by 5:00 PM ET two (2) business day prior to the start of the auction	Unlimited
[X] **Certified Check/Money Order**	Due by 5:00 PM ET three (3) business days prior to the start of the auction	Unlimited
[X] **Business/Personal Check**	Due by 5:00 PM ET seven (7) business days prior to the start of the auction	Unlimited

Please indicate your acceptance of the above funding methods.

_____
Signature

Alisha McMurtrie
Name

Treasurer-Tax Collector
Title

_____
Date

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator – Personnel

FOR THE BOARD MEETING OF: December 11, 2012

SUBJECT: Request to fill vacant position and enter into personal services contract

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1. Find, consistent with the adopted Authorized Position Review Policy:
   a. The funding for the position comes from the General Fund and, possibly, certain Non-General Fund departments depending on job responsibilities and associated budget allocations, as certified by the County Administrator and concurred with by the Auditor-Controller;
   b. The vacancies could possibly be filled by internal candidates meeting the qualifications for the position, however, an open recruitment is appropriate to ensure the position is filled with the best qualified candidate; and,
   c. Approve the hiring of a Deputy County Administrator position, Range 88 (6,370 - $7,740) up to a Step E, OR a Senior Deputy County Administrator position, Range 92 ($7,026 - $8,540) depending on the qualifications of the selected candidate as determined by the County Administrator.

2. Designate and authorize the County Administrator to sign a personal services contract (draft attached) with the successful candidate for the Deputy County Administrator or Senior Deputy County Administrator position at the salary range corresponding to the level of the position(s) approved by your Board.

SUMMARY DISCUSSION:

The Fiscal Year 2012-2013 Manpower Report, approved by your Board as part of the Fiscal Year 2012-2013 County Budget, authorizes one (1) Deputy County Administrator position and one (1) Senior Deputy County Administrator position. Both positions are currently vacant. I am seeking authorization from your Board to fill one (1) of the two (2) vacant positions.

Last December, your Board approved new job descriptions for Deputy County Administrator, Senior Deputy County Administrator, and Assistant County Administrator. And, following a strong recruitment effort that lasted throughout the spring, your Board approved hiring a Senior Deputy County Administrator in May, after changing the department's authorized staffing from two (2) Deputy County Administrator positions to one (1) Deputy County Administrator position and one (1) Senior Deputy County Administrator position. The Senior Deputy Administrator position was filled in June, but was vacated and has been vacant since last July.

We have renewed conversations with another top candidate identified during last spring's recruitment effort in order to determine if there is mutual interest in filling the vacant Deputy County Administrator position, and re-opened the recruitment process to identify additional candidates for the vacant position in case it is not possible to identify an agreeable candidate from those already interviewed. The current recruitment efforts will also provide an opportunity to identify candidates to fill the second Deputy or Senior Deputy County Administrator position (depending on the level at which the first vacancy is filled). Filling the second vacancy will, however, require subsequent Board authorization since

I am only seeking authorization to fill one (1) of the two (2) vacancies at this time. Seeking your Board's approval to fill this first vacancy as either a Deputy County Administrator position (up to Step E), or as a Senior Deputy County Administrator, will facilitate being able to fill the position sooner than later, and help ensure our ability to do so with a top-tier candidate.

If approved, the position will meet the immediate need to fill the vacancy created by the retirement of the longtime incumbent Deputy County Administrator last February and, at least initially, be assigned responsibility for managing the County's Integrated Waste Management, Motor Pool and Parks programs. However, it remains my intention to also assign this position responsibility for managing the County's Eastern California Museum and Library divisions in an effort to more closely align these services with our Parks program in, what I hope will be the first step toward the County of Inyo offering more integrated recreational and cultural programming for our communities.

Additionally, I will be looking toward this position to assist me in pursuing special projects and initiatives, both large and small, to enhance departmental output and the level of benefit provided to our community, your Board, and County departments. I also expect this position to work with me to actively examine the current organization of the department and make recommendations to improve efficiencies and reduce costs and/or enhance services. It is, in part, because of my belief in near-term opportunities to further restructure departmental functions and assignments that I am not currently seeking permission to fill the second, vacant Deputy or Senior Deputy County Administrator position at this time.

As indicated in the job description approved by your Board last December, the position of Deputy or Assistant County Administrator is excluded from the County's Personnel Merit System by Section 2.80.055 of the Inyo County Code (Personnel Merit System. Competitive Service), making the position an 'at-will' position. (Section 2.80.055 also excludes elected officials; the County Administrator; department heads appointed by your Board; the Chief Probation Officer; member of appointive boards, commissions, and committees; and temporary personnel from the County Personnel Merit System or competitive service). The contract proposed for the Deputy County Administrator and/or Senior Deputy County Administrator is essentially the same contract that your Board executes with its appointed department heads. The contract will serve to better define the position's 'at-will' status by specifying the contract may be terminated by the County Administrator (as the appointing authority for the Deputy and Senior Deputy County Administrator positions) "without cause, and at will, for any reason" by providing 90-days written notice of such intent to terminate. The contract will also serve to clarify the position (Deputy County Administrator, Senior Deputy County Administrator, or if ever authorized, Assistant County Administrator) is a contract position, and serves as an at-will employee for purposes of applying the Personnel Rules and Regulations of the County of Inyo.

ALTERNATIVES:

Your Board could decide not to approve filling the position, however, this is not recommended because having at least one (1) of the (2) currently authorized Deputy County Administrator positions filled is absolutely essential for the County Administrator Department to adequately and reasonably operate its more than 13 divisions, offices, and program areas.

Or, your Board could approve filling the position only as a Deputy County Administrator position; only as a Deputy County Administrator position up to Step E; only as a Senior Deputy County Administrator position; or, filling both the vacant positions (Deputy County Administrator and Senior Deputy County Administrator). However, with regard to the latter option, it may be more appropriate to postpone filling the second vacancy pending a review and recommendation regarding the department's future organization. And, with respect to the former options, precluding the ability to fill the first vacancy at either the Deputy or Senior Deputy County Administrator level may impede the ability to fill the position expeditiously, or limit the ability to recruit the very best available candidate to join the County's senior management team

OTHER AGENCY INVOLVEMENT:

The position will function in support of your Board's priorities, all County departments, County relations with other agencies, and the community at large. The proposed contract has been developed by County Counsel.

FINANCING:

There is sufficient funding for both positions in the remainder Fiscal Year 2012-2013 County Budget. Leaving the position vacant will continue to generate salary savings in the County Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: — Date 12.5.12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 12-5-2012

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 12-5-2012
(The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF PERSONAL SERVICES
AS A [DEPUTY/SENIOR DEPUTY] COUNTY ADMINISTRATOR

INTRODUCTION

WHEREAS, _____ (hereinafter referred to as "Deputy") has been duly appointed as [Deputy/Senior Deputy] County Administrator for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Deputy desire to set forth the manner and means by which Deputy will be compensated for performance of duties.

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Deputy under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the County Administrative Officer, who will administer this contract and exercise its provisions.

3. TERM.

The term of this Agreement shall be from _____, _____ until terminated as provided below.

4. CONSIDERATION.

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

B. Travel and Per Diem. County shall reimburse Deputy for the travel expenses and per diem which Deputy incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Deputy for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Deputy without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Deputy will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy that the performance of these services and work will require a varied schedule. Deputy, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

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

remain, the sole and exclusive property of the County. At the termination of the Agreement, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Ninety (90) days written notice of such intent to terminate. This Agreement may otherwise only be terminated by County for cause. Such termination for cause shall be in accordance with all of the terms, conditions, and procedures which govern termination of permanent status merit system employees.

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

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. ATTORNEY'S FEES.

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

18. AMENDMENT.

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

19. NOTICE.

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

County of Inyo
County Administrator Department
P.O. Drawer N Mailing Address
Independence, CA 93526 City and State

Deputy:
_____ Name
_____ Street
_____ City and State

20. ENTIRE AGREEMENT.

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

////

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AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF PERSONAL SERVICES
AS A [DEPUTY/SENIOR DEPUTY] COUNTY ADMINISTRATOR

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

COUNTY OF INYO

By:_____

Dated:_____

DEPUTY

By:_____
Print or Type Name

_____
Signature

Dated:_____

APPROVED AS TO FORM AND
LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

_____
Personnel Services

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF PERSONAL SERVICES
AS A [DEPUTY/SENIOR DEPUTY] COUNTY ADMINISTRATOR

TERM:

FROM:_____ TO: TERMINATION

SCOPE OF WORK:

Deputy shall perform the duties and responsibilities as identified in the job description for [Senior Deputy County Administrator or Deputy County Administrator] attached hereto.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF PERSONAL SERVICES
AS A [DEPUTY/SENIOR] COUNTY ADMINISTRATOR

TERM:

FROM:_____ TO: TERMINATION

SCHEDULE OF FEES:

1. Deputy shall be paid at Range 88 (Currently $6,370 - $7740 per month), Step ___ (currently XX per month) (Deputy County Administrator) and shall be paid every two weeks on County paydays.

Deputy shall be paid at Range 92 (Currently $7,026 - $8540 per month), Step ___ (currently XX per month) (Senior Deputy County Administrator) and shall be paid every two weeks on County paydays.

2. The County Administrator will review Deputy's performance annually. As a result of such review, the County Administrator may in the County Administrator's discretion authorize an increase in Deputy's salary to a higher step in the range for Deputy's position.

3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2010-56 or a successor resolution applicable to Management Employees.

4. County will provide and maintain a motor vehicle for Deputy's use.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF PERSONAL SERVICES
AS A [DEPUTY/SENIOR] COUNTY ADMINISTRATOR

TERM:

FROM:_____ TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.

2. Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS////

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: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 11, 2012

SUBJECT: Brownfields Assessment Coalition Grant

DEPARTMENTAL RECOMMENDATION: Receive an update on the Brownfields Assessment Coalition Grant and provide direction to staff.

SUMMARY DISCUSSION: Nye County, Nevada applied for an Brownfields Assessment grant from the Environmental Protection Agency (EPA) on behalf of the Rural Desert Southwest Brownfields Coalition (the Coalition), comprised of Nye, Esmeralda, Lincoln, and White Pine Counties in Nevada and Inyo County, California. Inyo County approved participation in the Coalition on September 28, 2010. The EPA selected the Coalition for funding in the amount of $1,000,000 for a three year period. The County approved a Memorandum of Agreement to participate in the grant on August 9, 2011.

EPA Brownfields funding may be used for a broad spectrum of activities, including developing inventories of brownfields, prioritizing sites, conducting public outreach activities, conducting area-wide planning, conducting site assessments, and cleanup and reuse planning related to brownfields sites. The Coalition's grant focuses on area-wide planning in support of renewable energy and other economic development opportunities. The grant will enable the counties to work together to assess brownfields sites and engage in high-level planning activities to redevelop brownfields, particularly those along existing and potential transmission corridors. The funding would also facilitate identification and assessment of additional project opportunities for renewable energy and general economic development.

Grant Implementation

County staff has been participating with the Coalition in implementing the grant. Identification of sites for evaluation unexpectedly was a difficult task. However, two sites in the County have been identified (the PPG Plant south of Lone Pine on the northwest side of Owens Lake and the Mt. Whitney Fish Hatchery), and Phase I Environmental Site Assessments were conducted under the grant. Phase II Assessments are planned to be conducted in the near future with grant resources if the parties wish, and staff continues to work to identify additional sites for assessment. The Coalition is evaluating other sites in the other participating counties as well.

As part of the grant, an Area-wide Plan is being prepared to memorialize the project. Attached are excerpts from the draft Plan, which once finalized is anticipated to include the following:

- Description of the history, commonalities, and differences between the Coalition members.
- Description of key renewable energy terminology, clean energy policies, planning initiatives, developments pertinent to the Counties/Coalition, and potential market considerations.

- Properties identified and assessed under the Brownfields Program and proposed redevelopment opportunities.
- Community Description/Overview – information on the history, demographics, physical description, infrastructure, and planning initiatives.
- Renewable Energy Factors – a utility table and resource maps.
- Brownfields Properties Assessed and Redevelopment Opportunities – description of the sites assessed in each respective County and the redevelopment opportunities for those sites.
- Next Steps and Measures of Success

Revolving Loan Funds

The grant provides for staff participation in EPA Brownfield conferences, and staff recently attended the EPA Regional Brownfield Conference in Oakland November 7-9. Staff plans to attend the national conference as provided in the grant in Atlanta May 15-17, schedules permitting. Through this participation, staff has become aware of EPA's Revolving Loan Fund (RLF) program. RLF grants provide funding for a grant recipient to capitalize a revolving loan fund and to provide subgrants to carry out cleanup activities at brownfield sites. Through these grants, EPA seeks to strengthen the marketplace and encourage stakeholders to leverage the resources needed to clean up and redevelop brownfields. When loans are repaid, the loan amount is returned into the fund and re-lent to other borrowers, providing an ongoing source of capital within a community. Staff believes that this program may provide resources to work to revitalize sites in the County, and seeks the Board's direction regarding whether to investigate the program further.

OTHER AGENCY INVOLVEMENT: EPA; Nye, Esmeralda, Lincoln, and White Pine Counties; and other agencies as may be identified through the site selection process.

FINANCING: The grant is being administered by Nye County and BEC Environmental, Inc., which are preparing documents, reports, and assessments under the grant in consultation with the other Coalition counties' staff. Inyo County staff's participation in executing the grant is being absorbed by existing staffing levels and resources with General Fund resources, although travel costs to Coalition meetings and the conferences are reimbursed by the grant.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*
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: 12-5-12

Attachments: Excerpts from Preliminary Draft Area-wide Plan

NYE COUNTY

ESMERALDA COUNTY

WHITE PINE COUNTY

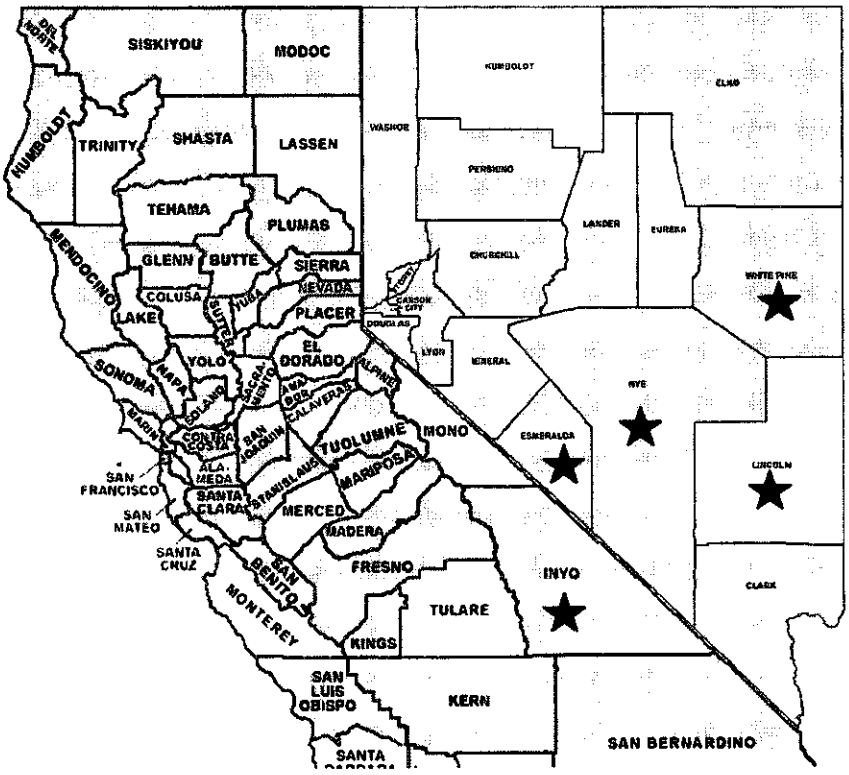
Rural Desert Southwest

Brownfields Coalition Assessment

Area Wide Plan

INYO COUNTY

LINCOLN COUNTY



Coalition Assessment Grant funded through the US Environmental Protection Agency

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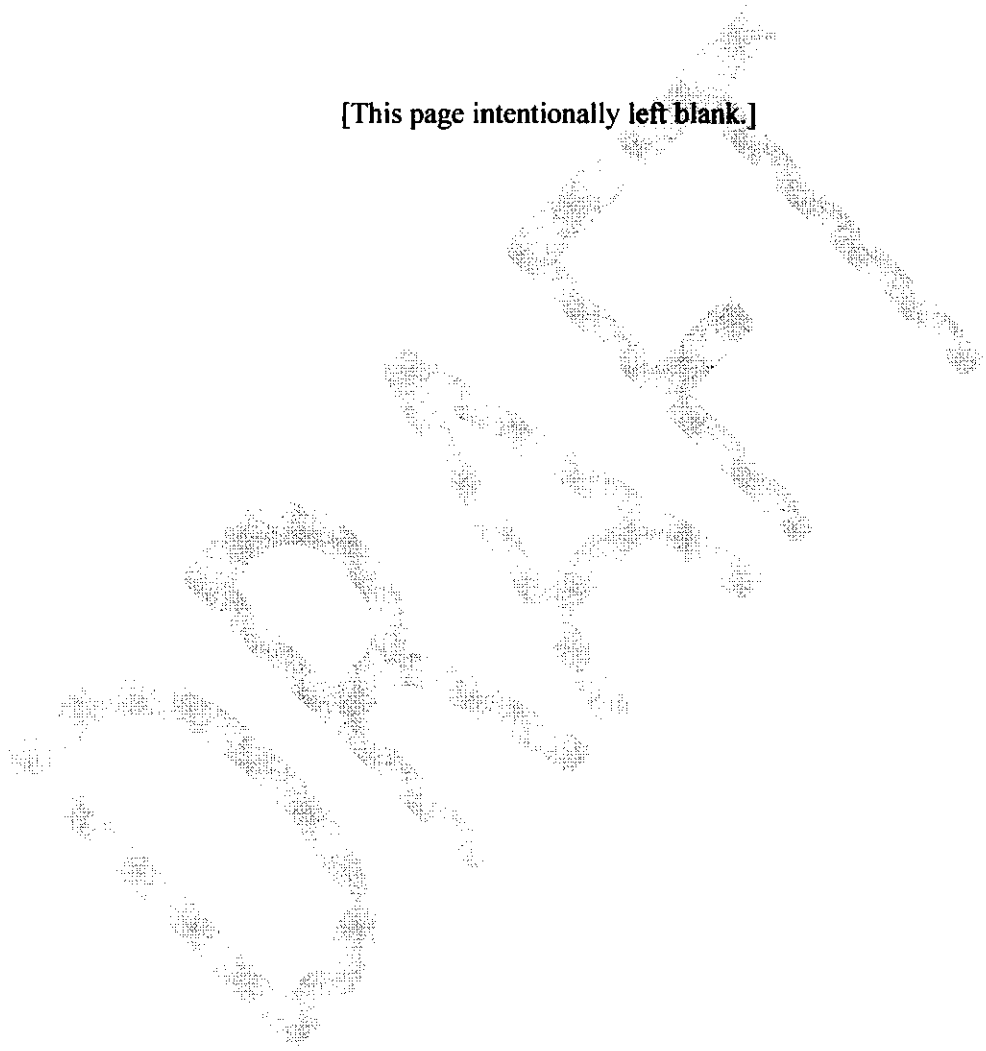

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Executive Summary

According to the Environmental Protection Agency (EPA) (2012):

EPA's Brownfields Program is designed to empower states, communities, and other stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. EPA's Brownfields Program provides financial and technical assistance for brownfields activities through an approach based on four main goals:

- Protecting the Environment: Addressing brownfields to ensure the health and well-being of America's people and environment.
- Promoting Partnerships: Enhancing collaboration and communication essential to facilitate brownfields cleanup and reuse.
- Strengthening the Marketplace: Providing financial and technical assistance to bolster the private market.
- Sustaining Reuse: Redeveloping brownfields to enhance a community's long-term quality of life.

The Rural Desert Southwest Brownfields Coalition (RDSBC), comprised of five counties across two states, was formed to address the environmental and economic development needs of the member-counties. EPA awarded the RDSBC a $1,000,000 Brownfields Coalition Assessment grant in 2011 to identify and assess brownfields across the Coalition area and to conduct area wide planning to support brownfields redevelopment. The purpose of this Area-Wide Plan is to evaluate renewable energy applications and other economic and community development opportunities at the brownfields sites, and to establish a path towards achieving the identified objectives.

The Plan is divided in seven parts, which include the Coalition section, sections specific to each of the five RDSBC Counties, and a section on proposed next steps and measures of success for the RDSBC.

RDSBC Member Counties (*hyperlinked*):

Esmeralda County, Nevada

Inyo County, California

Lincoln County, Nevada

Nye County, Nevada

White Pine County, Nevada

The Coalition section:

- Describes the history, commonalities, and differences between the Coalition members.
- Provides a description of key renewable energy terminology, clean energy policies, planning initiatives, developments pertinent to the Counties/Coalition, and potential market considerations.
- Lists properties identified and assessed under the Brownfields Program and identifies proposed redevelopment opportunities.

The County sections serve to expand on the information included in the Coalition section and provide additional information pertinent to future development of the Brownfield sites in each County. The Esmeralda, Inyo, Lincoln, Nye, and White Pine Counties sections are divided into four parts:

- Community Description/Overview - provides information on the history, demographics, physical description, infrastructure, and planning initiatives.
- Renewable Energy Factors – provides a utility table and resource maps.
- Brownfields Properties Assessed and Redevelopment Opportunities - describes the sites assessed in each respective County and the redevelopment opportunities for those sites.
- Next Steps and Measures of Success - proposes planning recommendations specific to the County which can be acted upon to support redevelopment of the assessed properties as well as the measures of success specific to each County.

The final section of this plan includes Coalition-wide planning recommendations and measures of success. The measures of success included in this section, along with the County specific measures, are intended to be updated in order to evaluate progress over time. In Appendix # a blank measures of success table is provided, and updated measures of success can be included as amendments to this Plan. It is recommended the measures of success tables be updated in two, five, and ten years from the date of this document to record progress made with respect to brownfields redevelopment.

This section will also provide a brief summary of the findings of the Area Wide Plan and next steps.

The red, underlined text throughout the Plan is hyperlinked, as in the list of RDSBC Member Counties on page #. A list of the links used is included in Appendix #.

Acronyms

AC	Alternating Current
ACS	American Community Survey
BEA	Bureau of Economic Analysis
BLM	Bureau of Land Management
BLS	Bureau of Labor Statistics
BTM	Behind the Meter
CAISO	California Independent System Operator
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CPUC	California Public Utilities Commission
CSP	Concentrating Solar Power
CTPG	California Transmission Planning Group
DETR	Department of Employment, Training and Rehabilitation
DC	Direct Current
DG	Distributed Generation
DOD	Department of Defense
DOE	Department of Energy
DRECP	Desert Renewable Energy Conservation Plan
DSIRE	Database of State Incentives for Renewables & Efficiency
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
FERC	Federal Energy Regulatory Commission
FIT	Feed-in Tariff
HVAC	Heating, Ventilation, and Air Conditioning
IOU	Investor Owned Utility
kV	Kilovolt
kW	Kilowatt
kWh	Kilowatt-hour
LADWP	Los Angeles Department of Water and Power
LAUS	Local Area Unemployment Statistics
NDEP	Nevada Division of Environmental Protection
NREL	National Renewable Energy Laboratory
NRS	Nevada Revised Statutes

NSWP	Nevada State Water Plan
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MW	Megawatt
PCB	Polychlorinated Biphenyl
POU	Publicly-Owned Utility
PPA	Power Purchase Agreement
PUCI	Pahrump Utility Company Inc
PUCN	Public Utilities Commission of Nevada
PV	Photovoltaic
PVC	Polyvinyl Chloride
PWS	Public Water System
QCEW	Quarterly Census of Employment and Wages
RDSBC	Rural Desert Southwest Brownfields Coalition
RFP	Request for Proposals
ROW	Right of Way
RPS	Renewable Portfolio Standard
SB	Senate Bill
SCE	Southern California Edison
SEZ	Solar Energy Zone
SSPG	Sierra Subregional Planning Group
SWAT	Southwest Area Transmission
TEPPC	Transmission Expansion Planning Policy Committee
VEA	Valley Electric Association
WECC	Western Electricity Coordinating Council

1 Coalition

1.1 Description/Overview

The Rural Desert Southwest Brownfields Coalition (RDSBC) is comprised of five counties in two states, including Esmeralda, Lincoln, Nye, and White Pine Counties in Nevada and Inyo County in California. The Coalition area includes a total of 51,453.53 (U.S. Census Bureau, 2012) square miles of land and has a total population of 78,650 (U.S. Census Bureau, 2010a).

1.1.1 History

The RDSBC formed between September and October 2010 through the partnership of Esmeralda, Lincoln, Nye, and White Pine Counties in Nevada and Inyo County, California. These five counties developed the RDSBC to apply for an Environmental Protection Agency (EPA) Brownfields Coalition Assessment grant, for which Nye County served as the lead applicant. Appendix # includes copies of the letters from the project partners to Nye County acknowledging participation in the RDSBC. The purpose of the project proposed in the application was to assess brownfields sites and engage in high-level planning activities to redevelop brownfields, particularly those along existing and potential renewable energy and transmission corridors. The EPA selected the Coalition's application for funding in mid - 2011. The Coalition members subsequently entered into a formal Memorandum of Agreement (MOA) in August 2011 (see Appendix #).

The RDSBC held an initial planning meeting on September 16, 2011, to review the Brownfields Program, Nye County's past involvement in the EPA and State Brownfields Programs, and the proposed RDSBC project activities. The RDSBC assessment and planning project officially commenced on October 1, 2011, and had a projected completion date of September 30, 2014.

The Coalition meets on a quarterly basis to review completed activities and next steps. Quarterly meetings have been held on the following dates (agendas are included in Appendix #):

- January 20, 2012
- April 20, 2012
- July 20, 2012
- October 19, 2012 (Scheduled)

Additional quarterly meetings are anticipated after the publishing of this report through, at a minimum, the end of the grant award period.

1.1.2 Demographics

Tables 1 through 4 were submitted to EPA as part of the Coalition's application for a Brownfields Assessment grant. These tables are intended to provide background information for the baseline data presented in Table 5.

The U.S. Census Bureau's 2009 population estimate reported in the State and County Quickfacts was 887 higher than the 2010 Census count for the population in the Coalition area. The populations in Inyo, Lincoln, and White Pine Counties were underestimated, and Esmeralda and Nye Counties' populations were overestimated, as shown in Tables 1 and 5. The 2008 population estimated in the 2006 to 2008 three-year American Community Survey (ACS), included in Table 1, was reported for Nye County but not the other Coalition members. The 2006 to 2008 ACS estimate was much closer to the 2010 population count than the 2009 population estimate. The decade between the 2000 and 2010 Censuses was a period of growth for each of the Counties except Esmeralda, which had a population reduction from 971 to 783. Nye County experienced the largest growth of more than 11,000 residents, while the other three Counties' growth ranged from 601 to 1,180.

Table 1. Population

Year	Esmeralda	Inyo	Lincoln	Nye	White Pine	Coalition
2009[1]	1,187	18,103	4,317	46,360	9,570	79,537
2008[2]	-	-	-	43,555	-	-
2000[3]	971	17,945	4,165	32,485	9,181	75,817

[1]U.S. Census Bureau, State & County Quickfacts, 2009 Population Estimate, 2010.
[2]U.S. Census Bureau 2006-2008 ACS. Data only available for Nye County.
[3]U.S. Census Bureau, 2000 Census.

Table 2 reports the unemployment rate for the month of August in 2009 and 2010; whereas, Table 5 reports the 2011 annual rate. Both sets of data were collected from the Bureau of Labor Statistics (BLS) Local Area Unemployment Statistics (LAUS). The annual 2010 unemployment rate was not available at the time the Coalition's Brownfields Assessment grant application was submitted to EPA.

Table 2. Unemployment[1]

Subject	Esmeralda	Inyo	Lincoln	Nye	White Pine	U.S.
August 2010	7.9%	9.4%	12.8%	17.2%	8.6%	9.6%
August 2009	7.0%	9.0%	10.0%	15.3%	7.5%	9.7%
Percent Change	0.9%	0.4%	2.8%	1.9%	1.1%	-0.1%

[1]BLS, Labor force data by county, not seasonally adjusted, July 2009-August 2010 (p).

Table 3 presents information on individuals in poverty from the 2000 Census and per capita personal income from the Bureau of Economic Analysis (BEA) for 2008. The poverty rates for individuals in Esmeralda, Inyo, and Lincoln Counties were projected to decrease from the rate in 2000 (see Table 3) according to the 2006 to 2010 ACS estimate (see Table 5). White Pine County, on the other hand, was expected to see an increase in the poverty rates from 11.0 percent to 15.50 percent. The 2006 to 2008 ACS for Nye County, which was not reported for the other Counties, also estimated a smaller percentage of individuals in poverty compared to rate shown in the 2006 to 2010 ACS of 18.90 percent. The per capita personal income fell for all of the RDSBC according to the BEA data for 2010, with Esmeralda County experiencing the largest decrease of more than $13,000 per capita.

Table 3. Income and Poverty

Subject	Esmeralda	Inyo	Lincoln	Nye	White Pine	U.S.
Individuals in Poverty[1]	15.3%	12.6%	16.5%	16.5%[2]	11.0%	12.4%
Per Capita Income[3]	$50,950	$37,883	$24,896	$33,086	$39,375	$40,673

[1]U.S. Census Bureau, 2000 Census.
[2]U.S. Census Bureau 2006-2008 ACS. Data only available for Nye County. The estimated percentage of individuals below poverty nationally was 13.2%, according to the 2006-2008 ACS.
[3]BEA, 2008 Bearfacts, 2010.

Table 4 presents the percentages of the population, according to the 2000 Census, age 65 and older, with disability, and with a bachelor's degree or higher. The percentage of Inyo County's population age 65 and older was the same in 2000 and 2010. Esmeralda, Lincoln, Nye, and White Pine Counties all experienced an increase in the percentage of people in this age group. Disability status has not been reported for the Counties for the 2010 Census and was only estimated for Nye County as part of the 2008 to 2010 ACS. The percentage of population in Nye County with a disability was projected to decrease from 28.3 percent in 2000 to 19.4 percent as of the 2008-2010 ACS. From the 2000 Census to the 2006 to 2010 ACS, the percentage of the population attaining a Bachelor's degree or higher was expected to double for Esmeralda County, increase by less than a percentage point for Lincoln and Nye Counties, and increase between one and four percentage points for Inyo and White Pine Counties.

Table 4. Sensitive Populations[1]

Subject	Esmeralda	Inyo	Lincoln	Nye	White Pine	U.S.
65 years and older	**17.2%**	**19.1%**	**16.2%**	**18.4%**	**13.5%**	12.4%
Disability Status	**26.9%**	19.1%	**24.6%**	**28.3%**	**22.9%**	19.3%
Bachelor's degree or higher	**9.6%**	**17.1%**	**15.1%**	**10.1%**	**11.8%**	24.4%

[1]U.S. Census Bureau, 2000 Census.

As of the 2010 Census, the Coalition had a total land area 51,453.53 square miles spanning from the eastern Nevada border into California. Nye County was the largest of the RDSBC counties by area and population. Nye County's population of 43,946 people was greater than the combined total for Esmeralda (783), Inyo (18,546), Lincoln (5,345), and White Pine (10,030) totaling 34,704 people. Inyo County had the largest minority population at 25.90 percent of the Coalition, which was 10.30 percent more than Esmeralda County, the County with the second highest population classified as a minority at 15.60 percent. The average age of the Coalition population was 45.5 years, with an average household size of 2.32 people. The national unemployment rate, according to the BLS for 2011, was 8.9 percent. In 2011, Nye (16.50%), Lincoln (13.70%), and Inyo (9.90%) had a higher unemployment rate than the national rate. The unemployment rate in August 2010 compared to the 2011 annual rate in Esmeralda, Nye, and White Pine Counties was higher by 1.7 percent, 0.7 percent, and 0.2 percent, respectively. The 2011 annual unemployment rate was greater than the August 2010 rate for both Inyo and Lincoln, which recorded increases in unemployment by 0.5 and 0.9 percent, respectively. The average unemployment rate for the Coalition (10.94%) was also greater than the national rate for 2011. Nye County (18.90%) and White Pine County (15.50%) had a greater poverty rate than the national average of 13.80 percent, according to the 2010 ACS 5-year Estimates. Each County's population had at least an 81 percent high school or equivalent level of education, with Inyo County having the highest rate of high school graduates among the Coalition members and higher rate than the national percentage. At least 20 percent of Esmeralda and Inyo County's population had a bachelor's degree or higher, while only 10.50 percent of Nye County's population had attained that level of education. Esmeralda ($34,571 per year) and Inyo ($26,762 per year) also had the highest per capita income, and Lincoln County ($21,310 per year) had the lowest.

Table 5. Coalition Demographics

Subject	Esmeralda	Inyo	Lincoln	Nye	White Pine	Coalition
Land Area (sq. mi.)[1]	3,581.88	10,180.88	10,633.20	18,181.92	8,875.65	51,453.53
Population[1]	783	18,546	5,345	43,946	10,030	78,650
Median Age (Yrs)[1]	52.9	45.6	39.9	48.4	40.8	45.5
16 Years and Older[1]	84.90%	81.60%	77.50%	82.10%	81.00%	81.42%
65 Years and Older[1]	25.80%	19.10%	18.10%	23.40%	14.90%	20.26%
Percent Minority[1]	15.60%	25.90%	8.90%	14.10%	14.50%	15.80%
Average Household Size[1]	2.01	2.25	2.57	2.42	2.37	2.32
Unemployment[2]	6.20%	9.90%	13.70%	16.50%	8.40%	10.94%
Per Capita Personal Income[3]	$37,683	$37,124	$21,310	$31,349	$36,940	$32,881
Poverty Rate (Persons)[4]	11.20%	11.90%	10.60%	18.90%	15.50%	13.62%
High School Graduate[5]	84.10%	88.60%	83.00%	81.70%	83.80%	84.24%
Bachelor's Degree or Higher[5]	21.10%	20.90%	15.80%	10.50%	13.40%	16.34%

[1]U.S. Census Bureau, 2010 Census, 2010.
[2]BLS, LAUS, "Labor Force Data by County, 2011 Annual Average," 2012.
[3]BEA, 2010 Bearfacts, 2012.
[4]U.S. Census Bureau, 2006-2010 ACS 5-year Estimates, 2006-2010b.
[5]U.S. Census Bureau, 2006-2010 ACS 5-year Estimates, 2006-2010a.

1.2 Renewable Energy Factors

The Nevada economic development plan, "Moving Nevada Forward," identified the "New Clean Energy Frontier," as a targeted industry because of its tremendous potential for growth in the following areas:

1. Manufacturing renewable components
2. Expanding transmission capacity
3. Advancing and internationalizing geothermal development
4. Upgrading energy efficiency technologies

The California plan, "An Economic Growth and Competitiveness Agenda for California," also focused on the "Clean Economy" as a path for economic development. The "Clean Economy" encompasses "that sector that produces all goods and services with an environmental benefit" (State of California, 2011).

The Coalition Counties have expressed an interest in the clean energy economy and have formed this partnership in order to identify opportunities to bolster their individual and collective economies to support redevelopment of blighted and/or potentially contaminated properties with renewable energy installations, energy efficient technologies, and other "clean economy" projects.

1.2.1 Clean Energy Resources and Technologies

Several forms of renewable energy are abundant within the RDSBC footprint.

Solar energy comes in two forms: Photovoltaic (PV) and solar thermal. PV technology utilizes specially designed materials to absorb light energy from the sun's rays and convert it directly to electricity while consuming little water (to wash/maintain equipment). Solar thermal technologies capture and absorb heat energy from the sun and utilize the heat to create steam to run turbines which generate electricity. Solar

thermally produced energy is considered "clean" because it avoids combustion of fossil fuels which release green house gasses; however, most solar thermal technologies require large quantities of water.

Historically, **wind** energy captured by small wind mills powered water pumps to fill livestock tanks in remote locations. The new wind industry utilizes turbines of different sizes positioned at various heights to generate electricity for small and large scale applications.

Heat stored in rock formations beneath the earth's surface warms reservoirs of water. **Geothermal** energy is produced when hot water and steam is pumped to the surface and used to run turbines to generate electricity. Geothermal energy is sought after by utilities and transmission operators because it provides dependable and consistent base load energy as opposed to intermittent energy like that produced by wind and solar resources. Alternatively, shallow pools of water of a consistent temperature may be used to heat and cool buildings equipped with energy-efficient ground-source heat pumps.

Water power in the form of **hydroelectric** generation may be available where streams can be tapped to run turbines. This type of energy is particularly useful as it can be quickly stopped and started again as demand fluctuates. Although large scale hydroelectric generation would entail extraordinarily robust permitting in the arid southwest making it a less feasible option, micro-hydroelectric generation may be a viable option for smaller scale needs.

Energy **storage** and **regulation management** technologies are necessary to the deployment of large amounts of intermittent energy. These technologies offer one means of regulating and balancing the electrical grid over which energy flows from point of generation to point of use.

Biomass (plant materials and materials from animal, construction, and food industry waste) may be used to produce **biofuel**, a fuel considered much cleaner than petroleum and diesel alternatives by advocates because it is carbon neutral. Some environmentalists argue that use of biofuels harms the environment when material is grown on plantations cleared for biofuel producing crops.

1.2.2 Energy Terms and Organization of the Power Industry

Electricity is measured in **watts**. A one hundred-watt light bulb requires an energy source capable of producing and delivering 100 watts of energy. If ten 100-watt bulbs remain lit for an hour, they use one **kilowatt-hour** (kWh) of electricity. Facility scale energy generation is typically measured in kilowatts (kW). Utility scale generation is measured in **Megawatts** (MW) where one MW equals one thousand kW. Electricity may be delivered at various capacities described as **voltage**. **Distribution lines** transmit electricity utilizing an **Alternating Current** (AC) at a lower voltage (less than 69 kilovolts - kV) than high voltage **transmission lines**. Higher voltages account for decreased energy loss or line loss over long distances. Very long distance transmission of electricity may utilize a **Direct Current** (DC) which always flows in the same direction to further help reduce line loss. The **electrical grid** is made up of hundreds of lines which interconnect with **substations** where switches and transformers adjust voltage up or down and distribute the energy where it is needed. Interconnecting with high voltage or DC lines is substantially more costly than interconnecting with lower voltage AC transmission lines, or even smaller distribution lines. Utilities refer to the point of energy use as **the load**. Utilities that deliver energy to customers are called **load-serving utilities**. Other entities who participate in the process include generating companies and transmission owners and operators.

Investor-Owned Utilities (IOUs) are private companies like Southern California Edison (SCE) and NV Energy which are owned by stockholders. **Municipal Utilities** and **Publicly-Owned Utilities** (POUs) are owned and operated by a local jurisdiction like Los Angeles Department of Water and Power (LADWP). A third type of load serving utility, the **power district**, is created and administered by a municipality or county through collection of special assessments. Lincoln County Power District (LCPD) and irrigation

districts are examples of this type of utility. Rural **electric cooperatives** form when individuals organize a non-profit utility for the purpose of distributing energy to its members. Co-op members determine policies and set prices. Valley Electric Association (VEA) and Mt. Wheeler Power are examples of rural electric cooperatives. Ten publicly-owned electric utilities comprise the Nevada Rural Electric Association which provides lobbying, education, information, and community outreach programs for its utility members. There are no publicly-owned electric distribution utilities in Inyo County.

The ownership of the utility determines how it is regulated and/or governed. For example, in Nevada, only NV Energy is regulated by the Public Utilities Commission of Nevada (PUCN). Rural electric cooperatives and power districts are not. IOUs operate in accordance with their **tariff**, a document which includes a rate schedule approved by the responsible regulatory agency.

1.2.3 State Energy Policies

In the absence of a federal energy policy mandating a certain level of renewable energy procurement by load serving entities, some states have adopted their own renewable energy mandates called **Renewable Portfolio Standards** (RPSs).

California Senate Bill (SB) X1-2 codified California's 33 percent RPS by 2020 goal and applied the mandate to all electricity retailers in the state including POUs, IOUs, electricity service providers and **community choice aggregators** (CCAs). (California allows cities and counties or groups of cities and counties to supply electricity to customers within their borders; but unlike municipal utilities, CCAs do not own the transmission and delivery infrastructure.) The California law sets interim goals of 20 percent by 2013 and 25 percent by 2016. In the state of California, RPS compliance is measured in terms of procurement as a percent of retail sales. SB X1-2 created the framework the California Energy Commission uses to determine if a specific electricity product is eligible as a renewable resource. SB X1-2 defined three portfolio categories known as "buckets." The buckets are distinguished from each other by geographic area, type of resource, and first point of interconnection. The percentage of resources from each bucket adjusts as the year 2020 approaches, giving preference to resources in "Bucket 1," or those that are located in California or near the California border. In order for out-of-state resources to be competitive with California products, they must be eligible for "Bucket 1," having their first point of interconnection with a California balancing area or distribution facility serving California customers.

While California law requires all load-serving entities to comply with the State's RPS, Nevada's mandate only applies to the IOU, NV Energy. Nevada Revised Statutes (NRS) 704.7808 defines the entities to which the RPS is and is not applicable. For calendar year 2011, Nevada RPS required not less than 15 percent of electricity sold to Nevada customers come from renewable energy resources and not less than five percent of that amount must be acquired from solar resources. The utility may satisfy up to 50 percent of the mandate through energy efficiency measures installed by residential customers (NRS 704.7821 (2)(b)). Energy efficiency measures are sometimes referred to as **Demand Side Management** by the utility industry. The Nevada RPS is set to increase to 18 percent in 2013 and 2014, 20 percent for the years 2015 through 2019, 22 percent for the years 2020 through 2024, and 25 percent for 2025 and beyond. According to the Portfolio Standard Annual Report, Compliance Year 2011, NV Energy successfully met the 2011 RPS requirements (NV Energy, 2012).

1.2.4 Industry Opportunities

Load-serving utilities obtain power from generation facilities they own and operate or through **power purchase agreements** (PPAs). A PPA is a contract between an independent power producer and an electric utility which sets forth the terms and conditions under which power is generated and purchased. Utilities may use a competitive bid process by periodically releasing a Request for Proposals (RFP). Many utilities use the RFP/PPA process to comply with a state RPS. Currently, the best market for new

renewable energy products is southern California. Developers from as far away as Canada and Wyoming are proposing generation and transmission projects in hopes of obtaining a market share in the area. Projects in the RDSBC footprint must compete with these projects, but California law clearly sets precedence for preferring regionally produced power.

Concurrent with obtaining a PPA, a developer must apply for and be granted an interconnection agreement with a transmission provider. A common constraint to utility scale renewable energy development is lack of existing transmission capacity. The **Federal Energy Regulatory Commission** (FERC) facilitates development of transmission projects on a regional scale through its Order 1000, which mandates regional transmission planning and requires costs be allocated to entities benefitting from a transmission project. Regional transmission coordination groups, such as the **Western Electricity Coordinating Council** (WECC) will begin implementing planning measures in compliance with Order 1000 in the fall of 2012. NV Energy participates in two of WECC's subregional transmission planning groups: **Sierra Subregional Planning Group** (SSPG) and **Southwest Area Transmission** (SWAT). These and other subregional groups conduct transmission planning activities including scenario planning. These utilities may also participate in **WestConnect**, a regional planning and advocacy organization whose footprint includes all of Nevada and portions of northern and the extreme southern part of California. Results from the subregional transmission planning studies are fed to WECC's **Transmission Expansion Planning Policy Committee** (TEPPC) for analysis and interconnection-wide implications (reliability, cost, and emissions). Based on recommendations of TEPPC, WECC produces an annual planning list of high and medium importance proposed transmission projects. The **California Transmission Planning Group** (CTPG) was created to coordinate transmission planning conducted by the **California Independent System Operator** (CAISO) with other California utilities and regional planning groups.

Long distance, high voltage transmission lines take many years to permit and construct. In the interim, there may be a preference for smaller-scale (less than 20 MW) projects which use existing transmission capacity. Small-scale installations may either provide a source of **distributed generation** (DG) for the utility or they may be **net-metered**. A DG system is located on a utility's distribution system and is capable of meeting local (substation level) peak loads. DG is attractive to utilities because this energy may displace the need to build additional local distribution lines. California energy policy mandates a significant percentage of the RPS be achieved through implementation of 12,000 MW of DG.

Net-metering enables customers to generate their own on-site renewable energy to offset their energy consumption and may be referred to as **Behind the Meter** generation. Energy consumers who produce their own energy may be able to take their facility "off the grid" for some or all of the day and avoid drawing power from the utility during peak times thus further reducing the power bill for the facility. At times when generation exceeds the energy demand of the facility, the electric meter turns backwards, enabling customers to receive retail prices for the excess electricity they generate. In some markets, a **feed-in tariff** (FIT) policy may require utilities to guarantee payments in dollars per kWh for the full output of a generation system for a guaranteed period of time—usually 15 to 20 years. The rate set by the FIT is meant to provide a reasonable rate of return over the duration of the contract. A FIT policy may enable developers to secure financing more readily since the rate of return is known. California and Nevada policies allow IOUs to use net-metering for systems of 1,000 kW or less (Database of State Incentives for Renewables & Efficiency - DSIRE). Los Angeles adopted a FIT policy, and LADWP has just completed its first procurement cycle using a FIT. Nevada law enables NV Energy to use net-metering agreements to comply with the Nevada State RPS (NRS 704.766 to 704.775, inclusive). According to FIT proponents, a FIT provides a strong incentive for small-scale installations like rooftop solar. Opponents of a FIT warn that ratepayers may become saddled with expensive power when the price of natural gas is low.

POUs set their own net-metering policies. In states or locations where there is no net-metering policy, a second meter may be installed to measure excess electricity that flows back to the utility which then purchases the power for less than the retail rate.

Increasing demand for electricity also increases the demand for renewable energy in areas where an RPS policy is in effect. One promising new technology, **electric vehicles**, could significantly increase demand for electricity and is being considered by electrical grid balancing entities as a future significant electrical grid resource because it would add energy storage capability and positively affect grid stability. Though the market share for electric vehicles is still small relative to traditional gasoline and diesel powered vehicles, the popularity and sales of these vehicles has been increasing in recent years. There are a number of types of electric cars, the most common types being fully electric and plug-in hybrid. Three major barriers prevent the broader acceptance of electric vehicles by consumers: 1) higher initial purchase cost; 2) lack of recharging infrastructure; and 3) the driver's fear of running out of charge before reaching their destination (referred to as "range anxiety"). Because of the estimated positive affect this technology may have on the grid and for its potential to decrease greenhouse gases, many agencies are pursuing initiatives to address deployment barriers.

Electric vehicle charging stations in the U.S. are classified as follows:

- Level 1 charging stations are 120 volts AC and equivalent to a standard household outlet.
- Level 2 charging stations are 240 volts AC.
- Level 3 charging uses DC from 300 to 600 volts charging and is often referred to as "DC fast charging."

Level 1 charging stations have the lowest purchase and installation cost; while level 2 stations are more, and level 3 stations are significantly higher in cost. Charging stations and current-model electric vehicles in the U.S. use a standard plug (SAE J1772) for compatibility among vehicles and charging stations. Electric vehicle charging occurs most often at home, with workplace charging the next most common, and charging at a commercial facility or public charging station being the least common.

Websites and mobile device applications allow electric vehicle drivers to locate publicly available electric vehicle charging stations. Electric vehicle charging stations can be included in a facility as a benefit to employees for workplace charging or as a marketing tool to have the facility included and "on the map" on electric vehicle charging station websites and mobile applications. For retrofitted installations, a large portion of the cost of installing a charging station is in the electrical and site work required, so if installation can take place during initial site construction or during major improvements or remodeling, the total cost of installation can be reduced.

Electric vehicles and charging stations are a rapidly changing technology. While there are currently only a handful of electric cars available to consumers, numerous car companies have electric vehicle models slated for production in the coming years. Additionally, advances in electric vehicle battery and recharging technology will likely continue to provide for ever longer battery range and faster charging.

Expansion of the clean energy industry in the southwestern region also increases the need for industry **supply chain components.** Manufacturing opportunities exist in areas where there is sufficient infrastructure and access to transportation to support this type of activity.

1.2.5 Planning Tools and Resources

EPA and partnering entities such as the National Renewable Energy Laboratory (NREL) have developed a variety of tools to allow property owners, communities, developers, and the public at large to evaluate the potential for renewable energy development at Brownfields sites. These resources include screening/decision-making trees for solar and wind development that provide "a step-by-step decision process emphasizing redevelopment of potentially contaminated sites, underutilized sites, or rooftops." EPA and NREL also developed two interactive mapping tools (one for the United States and one specifically for California) using the Google Earth platform that enables users to locate contaminated or potentially contaminated properties and mine sites that have been pre-screened for renewable energy technology utilization.

Other resources available to local governments to assist in the planning process for renewable energy developments and programs in their communities include (hyperlinked documents provide access to free download, all links to hyperlinked documents are included in Appendix #):

- Handbook on Siting Renewable Energy Projects While Addressing Environmental Issues, EPA's Office of Solid Waste and Emergency Response's Center for Program Analysis.
- Cultivating Green Energy on Brownfields: A Nuts and Bolts Primer for Local Government, National Association of Local Government Environmental Professionals, January 2012.
- Solar Powering Your Community: A Guide for Local Governments, Second Edition, Solar America Communities, January 2011.
- Local CLEAN Program Guide. According to the Clean Coalition website, "The Clean Coalition created the Guide to help communities and local utilities evaluate, design, and enact CLEAN Programs based on best practices. The Guide is comprised of seven modules that will step readers through the process of designing and enacting successful CLEAN Programs at the local level."

Renewable Energy Redevelopment of Brownfields

Screening Tools *(hyperlinked)*:

Solar Photovoltaic Decision Tree

Wind Energy Decision Tree

Google Earth Interactive Tools *(hyperlinked)*:

RE-Powering America's Land: Siting Renewable Energy on Potentially Contaminated Land and Mine Sites

Renewable Energy on Contaminated Lands in California: Renewable Energy Siting Tool

1.2.6 Utility Table

Table 6. Coalition Load Serving Utility Information

Subject	Esmeralda	Inyo	Lincoln	Nye	White Pine
Load Serving Utility (1)	**NV Energy (Sierra Pacific Power)**	**LADWP - Owens Valley**	**LCPD**	**NV Energy (Sierra Pacific Power) - northern part of the county**	**Mt Wheeler Power (Co-op)**
Allows Net-metering	Yes.	Yes, for residential customers who apply for and participate in the Solar Incentive Program.	Yes.	Yes.	Yes.
Purchases Renewable Energy	Yes, NV Energy is currently compliant with Nevada's RPS and has said they have met their mandate for the foreseeable future.	Yes, through FIT and large scale PPAs.	Peak demand is 20 MW. Portfolio includes 92% hydroelectric and 8% natural gas.	Yes, NV Energy is currently compliant with Nevada's RPS and has said they have met their mandate for the foreseeable future.	Portfolio includes 13% hydro and 87% coal from Utah. They state they have made a significant unrealized investment in geothermal resources.
Incentives for Renewable Energy	RenewableGenerations Program is on hold at the time of this writing pending PUCN review.	Solar Incentive Program participants receive an upfront, lump sum incentive payment.	Rebates for small scale wind and solar installations, HVAC, and heat pumps.	RenewableGenerations Program, but the program is on hold at the time of this writing pending PUCN review.	Rebates for small wind and solar, and net metering
Other Information		10MW FIT Program allows LADWP to purchase power produced by program participants. (FIT participants may not participate in Solar Incentive Program.)			
Website	www.nvenergy.com	www.ladwp.com	www.lcpd1.com	www.nvenergy.com	www.mwpower.net
Transmission Access	Transmission lines are owned and operated by NV Energy. Transmission access is gained through completion of an interconnect agreement.	Transmission lines are owned and operated by LADWP. Transmission access is gained through completion of an interconnect agreement.	LCPD is working with Southern Nevada Water Authority to develop a 75 mile, double circuit 230 kV line. LCPD has a limited capacity to wheel power to NV Energy.	Transmission lines are owned and operated by NV Energy. Transmission access is gained through completion of an interconnect agreement.	Transmission lines are owned and operated by Mt. Wheeler Power. Transmission access is gained through completion of an interconnect agreement.

Load Serving Utility (2)	VEA - southwestern part of the county	SCE	No other utility	VEA - southwestern part of the county	No other utility
Allows Net-metering	Yes, for 30 kW or smaller hydro, wind, or solar systems.	Yes, Net Energy Metering allows 10 kW or small wind or solar systems.		Yes, for 30 kW or smaller hydro, wind, or solar systems.	
Purchases Renewable Energy	No.	Yes. SCE must comply with California's 33% RPS. Currently, the energy SCE delivers is 21.1% from renewable resources.		No.	
Incentives for Renewable Energy	Solar Water Heating Program - Zero Down and 100% financing plus a 30% Federal Tax Credit for those who qualify.	Cash incentive from $0.40 to $4.60 per watt for qualifying electricity generating equipment under SCE's Self Generation Incentive Program.		Solar Water Heating Program - Zero Down and 100% financing plus a 30% Federal Tax Credit for those who qualify.	
Other information		SCE purchases mostly wind and geothermal but has small amounts of solar, small hydro, and biomass in its renewable portfolio.			
Website	www.vea.coop	http://www.sce.com/		www.vea.coop	
Transmission Access	VEA plans to become a Participating Transmission Operator member of the CAISO as of January 1, 2012, and is conducting planning activities for an upgraded transmission line that could serve geothermal developers in Esmeralda County.	Transmission lines are owned and operated by SCE. Transmission access is gained through completion of an interconnect agreement.		VEA plans to become a Participating Transmission Operator member of the CAISO as of January 1, 2012, and is actively permitting a 500 kV line in southern Nye County interconnecting with SCE in Eldorado.	

1.2.7 Resource Maps

This section will describe the parameters used to develop the Resource maps. The potential for renewable energy applications at the subject Brownfield sites will be discussed.

1.3 Community Concerns and Brownfields Properties Assessed

The RDSBC was formed to address the common concerns of Esmeralda, Inyo, Lincoln, Nye, and White Pine Counties. While each County has its own strengths and weaknesses, they share a common history and vision for the future. Each of the Counties found their start in mining and has dealt firsthand with the cyclical nature of this industry. The ups and downs in their local economies have pushed them to pursue diversification, and the concentration of high quality renewable resources in the area have led them to target the energy industry. However, each County has to balance its desire to grow with the ever present fact that a majority of land within the County is managed by federal entities. These were the primary factors behind the decision to form the RDSBC in order to assess previously disturbed sites where the actual or suspected presence of contamination was hindering development to open up more non-federal land to development and to plan, on a regional scale, for attracting the renewable energy industry to the area.

The Coalition's brownfields concerns center on the available supply and quality of natural resources to support community and economic development. While the RDSBC territory spans 51,453.53 square miles, only about two percent of the land is not federally managed; thereby, leaving only a small portion open to development. For the Nevada Counties, access to clean water necessary for development is also a concern because water rights are permitted in Nevada; whereas, in California, the land owner owns the water rights.

Previous uses that present potential contamination concerns include industrial-related operations, such as mining, and agriculture. While modern mining activity must follow stringent environmental controls, remains of earlier mining activity may result in environmental issues including hazardous materials and abandoned mine shafts. Additionally, the age of the public and private buildings in the Coalition area present the potential for lead based paint, asbestos, and underground heating oil tanks. In Nye County, properties assessed under previous grant awards have included, but were not limited to, mining-related sites, a methamphetamine laboratory, property blighted by illegal dumping, and formerly utilized defense sites.

Table # provides a list of the properties that have undergone or are currently undergoing environmental site assessments (ESAs) under the RDSBC program. For background information on a site and associated redevelopment opportunities see the respective County section. The 5,287.85 acres assessed include one parcel each in Esmeralda and Lincoln, two in Inyo, seven in White Pine, and 21 in Nye. Six of the seven parcels in White Pine County form two properties, each consisting of three adjacent parcels. Two adjacent parcels assessed in Nye County also form a single property. The remaining 19 parcels assessed in Nye, while not adjacent, share a single owner and are part of a water utility system. Of the 5,287.28 acres assessed, Phase I ESAs were conducted on 5,286.72 acres and Phase II ESAs were conducted on 5,213.32 acres. Maps of the RDSBC Brownfield sites are included as Figures # and #.

Table 7. Assessed Sites

Site Name	County	Parcel	Acreage	Contaminant Type	Phase II
Coaldale Junction Truck Stop	Esmeralda	006-161-09	5,068.00	Petroleum	✓
Mt. Whitney Fish Hatchery	Inyo	022-070-08-06	40.00	Hazardous/ Petroleum	✓
PPG Industries Bartlett Plant	Inyo	029-100-63	99.95	Hazardous	✓
Pahranagat High School Multi-Use Building	Lincoln	004-101-01	0.06	Hazardous	✓
Mountain Falls Boulevard Gateway	Nye	045-001-19	3.44	Hazardous/ Petroleum	
Mountain Falls Boulevard Gateway	Nye	045-011-23	7.64	Hazardous/ Petroleum	
Manse Tank	Nye	047-041-27	1.00	Hazardous	
Manse Well 1	Nye	047-021-27	0.23	Hazardous	
CAAS Well 2	Nye	047-021-21	0.12	Hazardous	
Well 3	Nye	045-101-62	0.23	Hazardous	
Well 3b	Nye	045-101-61	0.31	Hazardous	
Artesia Water Tank	Nye	043-121-11	0.46	Hazardous	
Well 4	Nye	043-121-13	0.29	Hazardous	
Well 5	Nye	043-062-12	0.22	Hazardous	
Well 6	Nye	045-151-30	0.38	Hazardous	
Bowman Well 7	Nye	045-101-57	0.23	Hazardous	
Bowman Well 8	Nye	045-101-58	0.23	Hazardous	
Bowman Well 9	Nye	045-101-54	0.23	Hazardous	
Pleasant Vly Well 1	Nye	044-561-29	0.11	Hazardous	
Pleasant Vly Tank & Well 2	Nye	044-561-26	0.46	Hazardous	
Sewer Plant 600 k	Nye	045-171-72	4.48	Hazardous	
Future Sewer Site	Nye	045-361-05	39.19	Hazardous	
Artesia Lift Station	Nye	045-171-65	0.24	Hazardous	
Pleasant Vly Lift Station	Nye	044-891-08	0.03	Hazardous	
Burson Ranch Lift Station	Nye	045-551-09	0.01	Hazardous	
Lee Vacant Commercial Property*	White Pine	001-171-05	0.11	Petroleum	✓
Lee Vacant Commercial Property*	White Pine	001-171-06	0.34	Petroleum	✓
Lee Vacant Commercial Property*	White Pine	001-171-07	0.11	Petroleum	✓
McGill Ball Park	White Pine	004-034-01	4.75	Hazardous	✓
White Pine County Courthouse Annex Facility	White Pine	001-263-01	0.26	Hazardous	TBD
White Pine County Courthouse Annex Facility	White Pine	001-262-03	0.17	Hazardous	TBD
White Pine County Courthouse Annex Facility	White Pine	001-264-01	14.00	Hazardous	TBD

*The Phase I ESAs for the Lee Vacant Commercial Property were funded directly by White Pine County; however, the Phase II ESAs were completed under the RDSBC program and were funded by EPA.

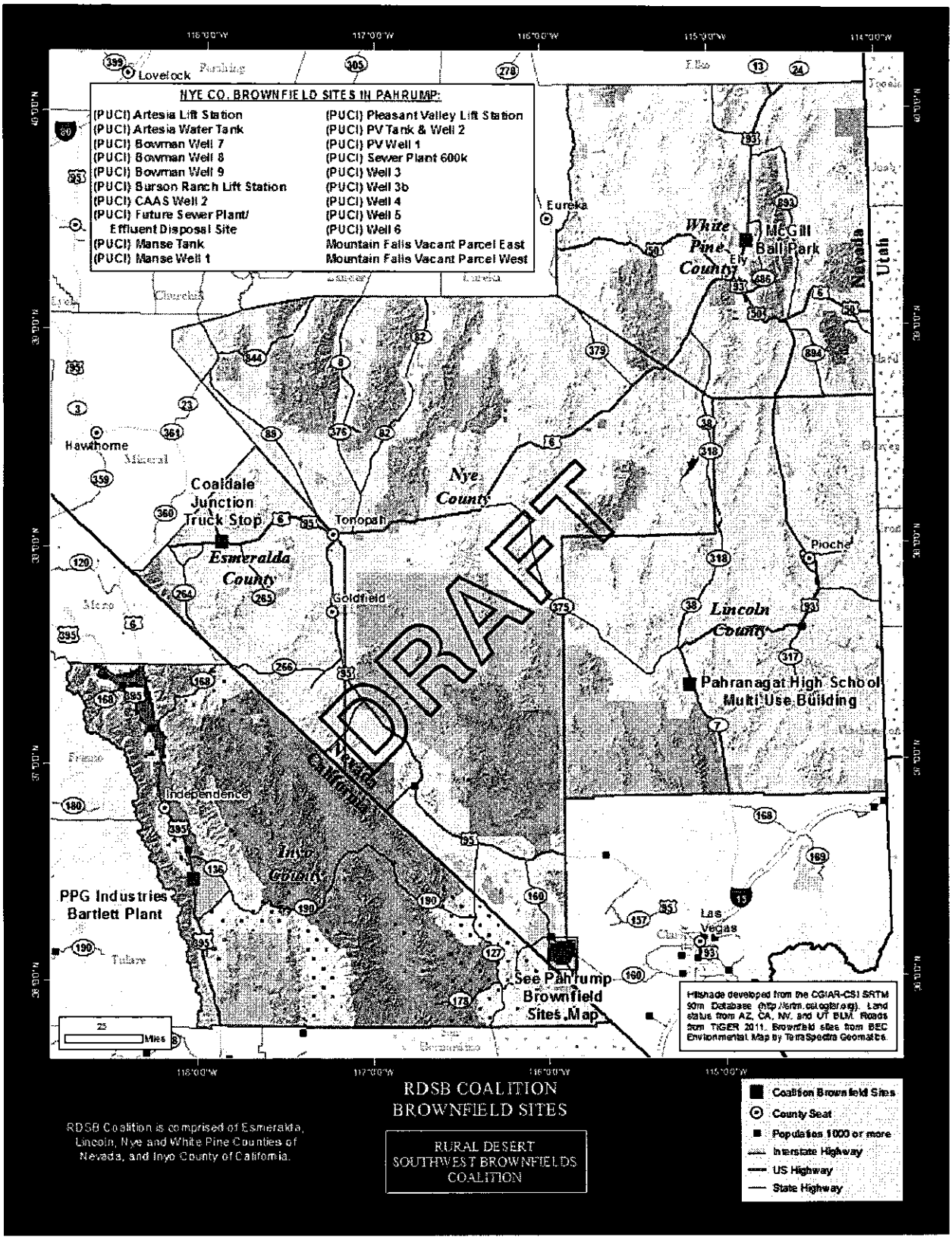

Figure 1. RDSBC Brownfield Sites

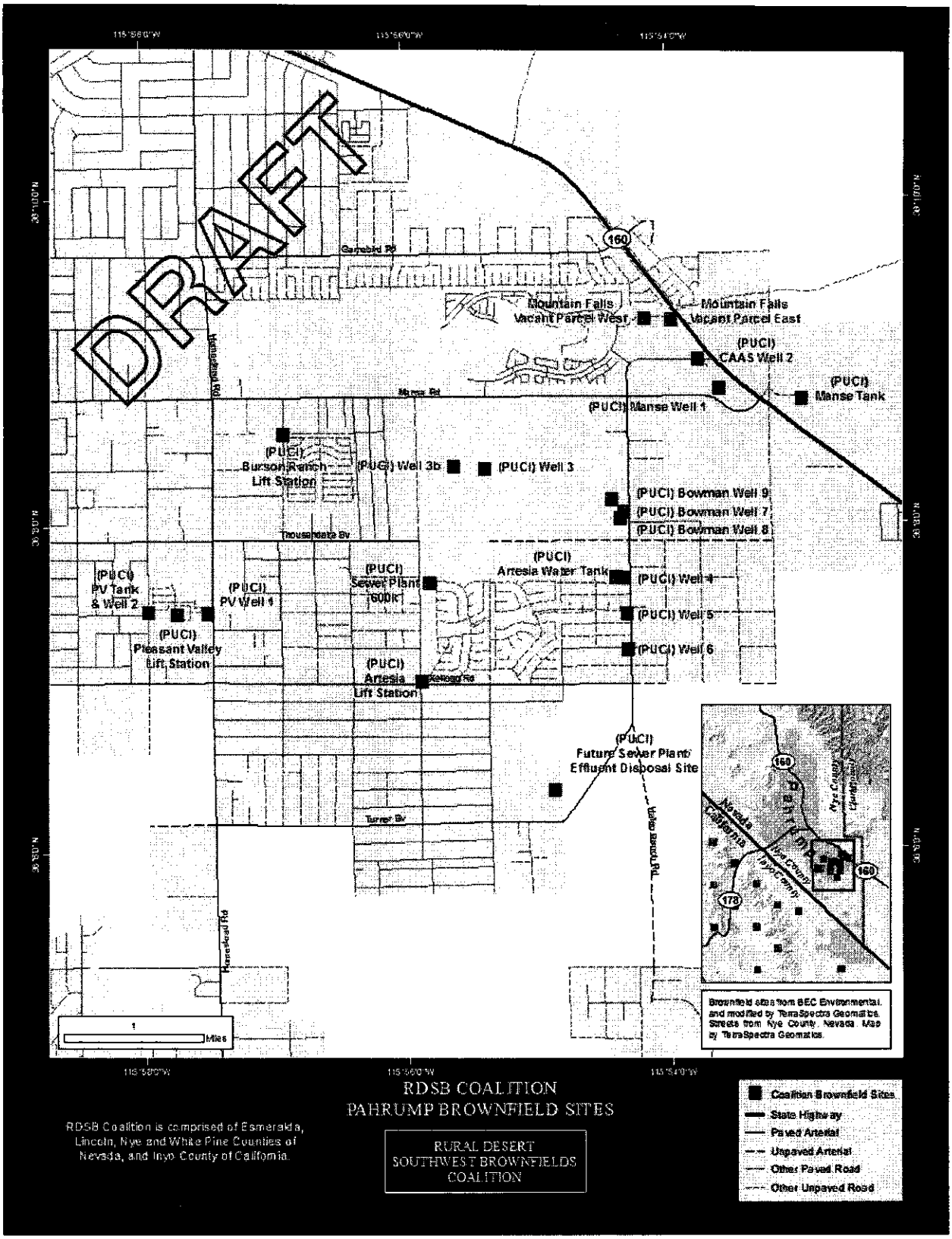

Figure 2. RDSBC Pahrump Brownfield Sites

3 Inyo County

3.1 Community Description/Overview

Inyo County is located in south central California along the California-Nevada border. Inyo County is 10,180.88 square miles (U.S. Census Bureau, 2012), 92 percent of which is managed by the Bureau of Land Management (BLM) (Inyo County Planning Department, 2001). As of 2010, Inyo County had 18,546 residents (U.S. Census Bureau, 2010a). There are many communities spread throughout Inyo County ranging in size from several people to several thousand people. The largest communities based on population, as of the 2010 Census, in descending order are Bishop (3,879), Lone Pine (2,035), Big Pine (1,756), and Independence (669) (U.S. Census Bureau, 2010b).

3.1.1 History

Formed in 1866 from Mono and Tulare Counties, Inyo County derives its name from the Indian name for its mountains, "Dwelling Place of the Great Spirit" (California State Association of Counties). Inyo County boasts diverse contrasts in topography and climate, encompassing Mount Whitney, the highest peak in the lower 48 states; Death Valley National Park, including Badwater, the lowest point in the United States; and the Great Basin bristlecone pines, the oldest living life forms on earth (Harthill). The Owens Valley and Death Valley areas of Inyo County have historically been inhabited by bands of Paiute and Shoshone Indians. Nomadic, these tribes moved throughout the region harvesting native vegetation, fishing, and following the migration of game animals. Today, Inyo County is home to four Paiute and Shoshone Indian reservations: Lone Pine, Independence, Big Pine, and the Bishop Paiute Reservation, which is the largest of the four (Eastern sierra native americans, 2006).

Early prospectors, drawn west to the Eastern Sierra as part of the great California gold rush, quickly discovered rich silver deposits in Inyo County, which created a rush of its own. In the 1850s the greatest bullion strike in California was made in the town of Cerro Gordo, and by 1868 the mining town of Cerro Grande was yielding such high volumes of silver that it was compared to the silver strike of the nearby Comstock Lode in Carson City, Nevada. Cerro Gordo was the first significant silver strike in the Owens Valley of Inyo County, and eventually became the largest producer of lead and silver in California, producing 4.5 million ounces of silver (Inyo county mines, 2006).

Mining in the California Desert in the nineteenth century concerned itself mainly with metallic minerals such as gold, silver, copper, lead and zinc. However, in the twentieth century an increasingly important role has been played by non-metallic minerals, which have become Inyo County's most plentiful mineral resources. In addition to the borax discoveries near the town of Ryan, salt, sulphur, and talc were discovered in very large quantities (Shumway, 1980).

The economy of Inyo County is today driven predominantly by three economic segments: tourism, local spending, and mining (Inyo County Planning Department, 2001). The economy of Inyo County relies heavily on tourism, with visitor spending accounting for 70 percent of all retail and lodging purchases in the County. The majority of this activity takes place during the summer months at popular destinations such as the Sierras and Mt. Whitney, Death Valley, hot springs in southeastern Inyo, and the Owens River. Leading recreational activities include fishing, hiking, mountain climbing, horseback riding, backcountry skiing, biking, sightseeing, and photography (Inyo County Planning Department, 2001). In addition, Inyo County has an 80-year history with Hollywood, serving as a favorite film location since the 1920s for feature movies, independent films, television, and commercials. Offering a landscape which lends itself to a variety of creative possibilities, the Alabama Hills and Movie Road of Inyo County are some of the county's most sought after locations for filming. Inyo County has provided the backdrop for television and film depicting locales such as the American west, India, the Himalayas, and even other planets (Inyo county film history, 2006).

3.1.2 Demographics

Current Population Characteristics: According to the U.S. Census Bureau, the 2010 population in Inyo County was 18,546. One-fifth of that population (3,879 people) resided in the City of Bishop. The Greater Bishop Area has an estimated population of 12,000 representing approximately two-thirds of County's population. The Greater Bishop Area includes small communities surrounding Bishop from Big Pine (1,756 residents) located 15 miles south on U.S. Route 395 to the northern Inyo border with Mono County. Lone Pine has the second largest population in Inyo County at 2,035 residents. Independence, the county seat, comprises less than four percent of the County's population at 669 residents as of the 2010 Census. Minorities make up a quarter of the population in Inyo County. The minority population is primarily comprised of individuals of Native American or Hispanic origin. Nearly 20 percent of the population is 65 years or older, compared to 13.0 percent nationally (U.S. Census Bureau, 2010a). Just over 20 percent of those 25 and older hold a bachelor's degree or higher compared to 27.9 percent nationally (U.S. Census Bureau, 2006-2010a).

Table 19. Inyo County Demographics

Subject	Inyo
Land Area (sq. mi.)[1]	10,180.88
Population[1]	18,546
Median Age (Years)[1]	45.6
16 Years and Older[1]	81.60%
65 Years and Older[1]	19.10%
Percent Minority[1]	25.90%
Average Household Size[1]	2.25
Unemployment[2]	9.90%
Per Capita Personal Income[3]	$37,124
Poverty Rate[4]	11.90%
High School Graduate or Higher[5]	88.60%
Bachelor's Degree or Higher[5]	20.90%

[1]U.S. Census Bureau, 2010 Census, 2010.
[2]BLS, Labor Force Data by County, 2011 Annual Average, 2012.
[3]BEA, 2010 Bearfacts, 2012.
[4]U.S. Census Bureau, 2006-2010 ACS 5-year Estimates, 2006-2010b.
[5]U.S. Census Bureau, 2006-2010 ACS 5-year Estimates, 2006-2010b.

Historic Population Trends:

Inyo County saw a significant spike in population between 1940 and 1950, with the population increasing by more than 4,000 people—over half the population in 1940. Between 1950 and 1960, the population remained stagnant, but the following decade, the population saw another spike of almost 4,000 residents. More than 2,000 residents moved to Inyo County in the 1970s. From 1980 to 2010, the population saw little change, growing by about 650 residents in a span of 30 years.

Table 20. Inyo County Population, 1930 to 2010

Year	Population	Percent Change	Annual Percent Change
1930[1]	6,555		
1940[1]	7,625	16.32%	1.63%
1950[1]	11,658	52.89%	5.29%
1960[1]	11,684	0.22%	0.02%
1970[1]	15,571	33.27%	3.33%
1980[1]	17,895	14.93%	1.49%
1990[2]	18,281	2.16%	0.22%
2000[3]	17,945	-1.84%	-0.18%
2010[4]	18,546	3.35%	0.33%

[1]U.S. Census Bureau, 1980.
[2]U.S. Census Bureau, 1990.
[3]U.S. Census Bureau, 2000.
[4]U.S. Census Bureau, 2010.

Population Projections: The California Department of Finance's Demographic Research Unit projected a population growth for Inyo County of approximately 11 percent, or almost 5,000 residents, over a 40 year period through 2050. Over the last 40 years, from 1970 to 2010, the County only saw a growth of 2,975 residents (Schwarm, 2012).

Table 21. Inyo County Population Projections, 2010 to 2050[1]

Year	Population Forecast	Percent Change	Annual Percent Change
2010	18,624		
2015	18,921	1.59%	0.32%
2020	19,388	2.47%	0.49%
2025	20,049	3.41%	0.68%
2030	20,657	3.03%	0.61%
2035	21,360	3.40%	0.68%
2040	22,091	3.42%	0.68%
2045	22,827	3.33%	0.67%
2050	23,618	3.46%	0.69%
Total Change	4,994	10.92%	
Annual Average Change	125		0.53%

[1]Schwarm, 2012, May 7.

Business Activity and Labor Force: Business activity in Inyo County has historically been and continues to be dominated by natural resource-related industries and sectors, including agriculture, mining, energy, and leisure. Additionally, government services make up more than 40 percent of the industry employment as shown in Table #. The percent of employment supported by federal, state, and local government as well as leisure and hospitality is above the percentage those industries make up of the national economy (Bureau of Labor Statistics, 2012b). In addition to those industries, education, medical, and retail sectors also represent some of the largest employers in the County as shown in Table #. The County's largest employer is a bottled water firm near Olancha with more than 500 employees (California Employment Development Department, 2012).

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Table 22. Inyo County Employment by Industry, 2011[1]

Industry	Annual Average Employment	Annual Average Pay	Employment Location Quotient Relative to U.S.	Total Wage Location Quotient Relative to U.S.
Total, all industries	7,431	37,237		
Total, all industries (Federal Gov't)	401	52,477	2.44	2.26
Total, all industries (State Gov't)	330	49,186	1.26	1.60
Total, all industries (Local Gov't)	2,347	46,056	2.96	4.00
Total, all industries (Private)	4,353	30,171	0.70	0.57
Goods-Producing	504	40,802	0.46	0.43
Natural Resources and Mining	95	54,373	0.88	1.15
Construction	154	35,892	0.49	0.45
Manufacturing	255	38,696	0.38	0.32
Service-Providing	3,848	28,777	0.75	0.61
Trade, Transportation, and Utilities	1,234	34,757	0.87	0.97
Information	73	33,256	0.48	0.26
Financial Activities	151	31,680	0.35	0.19
Professional and Business Services	262	36,525	0.26	0.20
Education and Health Services	447	35,802	0.41	0.43
Leisure and Hospitality	1,449	19,368	1.90	2.40
Other Services	217	27,916	0.86	1.03
Unclassified	15	62,505	1.46	2.27

[1]BLS, QCEW.

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Table 23. Inyo County Top Employers, 2012[1]

Industry	NAICS	Size class	Trade Name	City
Nursing & Convalescent Homes	623110	50-99 employees	Bishop Care Ctr	Bishop
Government Ofcs-Authorities/Commissions	921120	100-249 employees	Bishop Paiute Gaming	Bishop
Water Companies-Bottled, Bulk, Etc	445299	500-999 employees	C G Roxane Water Co	Olancha
Government Offices-County	921120	100-249 employees	County Courthouse	Independence
Parks	712190	250-499 employees	Death Valley Ntl Park Svc	Death Valley
Government Offices-City, Village & Twp	921120	100-249 employees	Department of Water & Power	Independence
Schools	611110	100-249 employees	Elm Street Elementary School	Bishop
Museums	712110	250-499 employees	Furnace Creek Ranch	Death Valley
Sheriff	922120	50-99 employees	Inyo County Sheriff	Independence
Department Stores	452111	50-99 employees	Kmart	Bishop
Schools	611110	50-99 employees	Lone Pine School District Ofc	Lone Pine
Government Offices-City, Village & Twp	921120	50-99 employees	Los Angeles Operation & Mntnc	Independence
Government Offices-City, Village & Twp	921120	50-99 employees	Los Angeles Water & Power Dept	Bishop
Hospitals	622110	50-99 employees	Mammoth Hospital	Bishop
Hospitals	622110	50-99 employees	Mammoth Hospital	Bishop
Limited-Service Restaurant	722211	50-99 employees	Mc Donald's	Bishop
Hospitals	622110	50-99 employees	Northern Inyo Hospital	Bishop
Hospitals	622110	250-499 employees	Northern Inyo Hospital	Bishop
Hospitals	622110	100-249 employees	Southern Inyo Hospital	Lone Pine
Hotels & Motels	721110	50-99 employees	Stovepipe Wells Village	Death Valley
Physicians & Surgeons	621111	100-249 employees	Toiyabe Indian Health Project	Bishop
State Government-Transportation Programs	926120	100-249 employees	Transportation Department	Bishop
Government-Forestry Services	115310	100-249 employees	US Forestry Dept	Bishop
Grocers-Retail	445110	100-249 employees	Vons	Bishop
Full-Service Restaurant	722110	50-99 employees	Whiskey Creek Inc	Bishop

[1]California Employment Development Department, 2012.

The number of people unemployed in Inyo County essentially doubled in 2010 (958) and 2011 (940) compared to 1990 (503) and 2000 (412) as shown in Table #. In 2000, the County experienced very low unemployment at less than five percent, but following the economic downturn, the rate of unemployment has been at or about ten percent. Between 2010 and 2011, the total number of individuals in the labor force dropped by 78, but only 18 fewer people were unemployed (Bureau of Labor Statistics, 2012a).

Table 24. Inyo County Labor Force Data, 1990 to 2011[1]

Subject	1990	2000	2010	2011
Total Labor Force	7,015	8,853	9,566	9,488
Unemployment	503	412	958	940
Unemployment Rate	7.20%	4.70%	10.00%	9.90%
Total Employment	6,517	8,441	8,608	8,548

[1]BLS, LAUS, Labor Force Data by County, Annual Averages.

Housing: According to the 2010 Census, there were 9,478 housing units in Inyo County, of which 182 were available for rent and 90 were for sale as shown in Table #. In 2009, the County projected a need of 457 additional housing units, of which 40 percent were needed for low-income households, as reported in the Housing Element of the Inyo County General Plan. The County's projections accounted for a 14.81 percent vacancy rate calculated by the California Department of Finance in 2008 for the County, which was only 0.3 percent less than the 2010 vacancy rate reported by the U.S. Census Bureau.

Table 25. Inyo County Housing Characteristics[1]

Subject	Number	Percent
Total housing units	9,478	100.0%
Occupied housing units	8,049	84.9%
Owner-occupied	5121	63.6%
Renter-occupied	2928	36.4%
Vacant housing units	1,429	15.1%
For rent	182	1.9%
Rented, not occupied	21	0.2%
For sale only	90	0.9%
Sold, not occupied	20	0.2%
For seasonal, recreational, or occasional use	716	7.6%
All other vacant	400	4.2%

[1]U.S. Census Bureau, 2010.

3.1.3 Physical Description

Location: Inyo County is located in south central California along the California-Nevada border. Inyo County is bordered by the California counties of San Bernardino, Kern, Tulare, Fresno, and Mono and the Nevada counties of Esmeralda, Nye, and Clark. The County is 10,180.88 square miles (U.S. Census Bureau, 2012). Many of Inyo County's communities are located near the western border of the County along U.S. Route 395, including Bishop, Big Pine, Independence, and Lone Pine (north to south).

Topography: Inyo County primarily resides within the Basin and Range province. To the west, the Sierra Nevada Mountains define the border between Inyo County and Tulare and Fresno Counties. Common to the Basin and Range province, Inyo County has north-south mountain ranges which drop steeply into large flat valleys. The lowest place in Inyo County is Death Valley and the highest is Mt. Whitney. Death Valley sits at 282 feet below sea level and is lowest location in the United States. Mt. Whitney is the highest location in the lower 48 states, sitting at approximately 14,494 feet above sea level (National Park Service, 2012).

Climate: Inyo County is relatively dry with the majority of the County's valleys receiving less than 15 inches of rain per year. Southeast Inyo County, from Death Valley into the Mojave Desert, receives less than 5 inches of rain per year (National Atlas, 2009). According to Desert Research Institute data, the portions of the Sierra Nevada Mountains and White Mountains lying in Inyo County may receive over 15 inches of precipitation per year and more than 100 inches of snowfall, annually, over the winter and

spring months. Inyo County valleys have modest to hot summers, with temperatures in the low 70s in the north, and in excess of 90 degrees Fahrenheit in the southeast; most areas in Inyo County see a an average drop of 30 degrees at night. Death Valley, which resides in Inyo County, is one of the hottest places in the United States often seeing temperatures in excess of 120 degrees Fahrenheit during summer months (National Park Service). West-northwest Inyo County has colder winters with temperatures as low as the upper 20s with some areas seeing snow, primarily on the Sierra Nevada Mountain Range bordering western Inyo County. Southern Inyo County's winter temperatures drop as low as the low 40s with no snowfall (Desert Research Institute, 2012)

Table 26. Inyo County Climate Information

Cooperative Station	Period of Record	Average Max. Temp. (F)	Average Min. Temp. (F)	Average Total Prec. (in.)	Average Total Snowfall (in.)
Bishop WSO Airport (040822)	7/ 1/1948 to 8/22/2012	74.5	37.6	5.28	8.1
White Mountain 1 (049632)	10/1/1955 to 12/20/1977	46.6	20.7	13.13	105.6
Lake Sabrina (044705)	1/ 1/1925 to 9/30/2009	55.3	28.4	17.05	140.4
Independence (044232)	1/ 1/1893 to 8/22/2012	75.2	44.6	5.21	3.2
Haiwee (043710)	5/ 1/1923 to 8/22/2012	73.2	46.1	6.50	4.9
Wildrose Ranger Stn. (049671)	1/ 1/1969 to 1/31/2000	72.2	45.3	6.90	2.4
Death Valley (042319)	4/ 1/1961 to 8/23/2012	90.9	62.5	2.23	0
Shoshone (0408200)	12/1/1972 to 3/14/2011	83.1	56.3	4.79	0.2
Trona (049035)	1/ 1/1920 to 8/23/2012	81.4	52.0	3.94	0

[1]Western Regional Climate Center, NOAA Cooperative Stations.

3.1.4 Infrastructure

Inyo County communities are provided power, water, sewer, television, telephone, internet, and transportation through a variety of entities. Inyo County's power is provided by large entities whose infrastructure traverses multiple California counties. Water and sewer infrastructure is primarily community based, though wells and septics are used in more rural areas. Communication infrastructure is also community based, though many communities are serviced by the same entities. Inyo County has several general aviation airports and numerous private, county, state, and federal roadways providing accesses to Inyo County communities and adjacent counties.

Electric and Gas: Southern California Edison (SCE) and the Las Angeles Department of Water and Power (LADWP) provide power to the Inyo County communities. SCE services coastal, central, and southern California with almost 14 million users across 180 cities (Edison International). The LADWP was established in the 1900s and provides power services to approximately 1.4 million people (Los Angeles Department of Water and Power). SCE and LADWP each own and operate a transmission line which runs north-south along U.S Highway 395. SCE's transmission line consists of 100 to 161 kV cables, and heads east at Bishop continuing towards southern Esmeralda County. The LADWP transmission line, also known as the Pacific DC Intertie, is a 500 kilovolt (kV) line and continues to head north past Bishop, through Mono County, California, and into Mineral County, Nevada. There are no natural gas pipelines in Inyo County (California Energy Commission, 2011).

Inyo County has no major gas pipelines; however, as part of the Hidden Hills Solar Electric Generating System, a 12 to 16 inch diameter gas pipeline is planned for construction. The Hidden Hills project is

located in Southern Inyo County along the California-Nevada border approximately 18 miles from the Town of Pahrump in Nye County. The pipeline would begin at the project site and travel along Tecopa Road until reaching State Route 160 where it would split north to Pahrump for future use and south to tap into the Kern River Gas Transmission Pipeline.

Water and Sewer: Inyo County communities receive water and sewer through town or city utilities, service districts, water associations, or through the use of well and septic systems. The City of Bishop owns and operates a water and sewer system within city boundaries. The community of Independence receives water service from Owenyo Services, and sewer service is provided by the LADWP. Lone Pine also receives water service from Owenyo Services; sewer is provided by the Lone Pine Community Service District. Big Pine receives water and sewer from the Big Pine Community Service District. The Rolling Green community, outside of Big Pine, is serviced by the Rolling Green Community Service District. Other water and sewer providers present in Inyo County include Aspendell Mutual Water, Owens Valley Indian Water Commission, Indian Creek Mutual Water Association, Meadow Creek Water Association, Bishop Creek Water Association, Starlite Community Services District, Westridge Community Services District, and Eastern Sierra Community Service District (Inyo County Public Works, 2012).

Table 27. Inyo County Water and Sewer Utilities

Location	System	Type	Contact	Phone
Bishop	City of Bishop	Water/ Sewer	Public Works	760-873-8458
Bishop Area	Aspendell Mutual Water	Water	Lewis McConnell	760-873-6429
	Starlite Community Services District	Water		760-872-2137
	Westridge Community Services District	Water	Vern Mclean	760-872-2480
	Indian Creek Mutual Water Association	Water	Bishop Dave Oldenburg	760-937-8881
	Meadow Creek Water Association	Water	Dan Totheroh	760-872-2137
	Owens Valley Indian Water Commission	Water		760-873-3300
	Bishop Creek Water Association	Water	Miles Maillet	760-920-8264
	Eastern Sierra Community Services District	Sewer		760-872-1415
Lone Pine	Lone Pine Community Service District	Sewer	Vick Jackson	760-876-5312
	Owenyo Services	Water	Anisa Eaton	760-876-4700
Big Pine	Big Pine Community Service District			760-938-2660
Big Pine Area	Rolling Green Community Service District			760-938-3311
Independence	Owenyo Services	Water	Anisa Eaton	760-876-4700
	LADWP	Sewer	Charlotte Rodriguez	760-878-3031

Communications: Inyo County has a variety of communication service providers. Smaller communities without land lines can receive television, telephone, and internet though satellite or wireless service providers. Table # lists service providers and the services they provide, by community. The companies

listed in Table # were compiled from the service provider lists for other Rural Desert Southwest Brownfields Coalition (RDSBC) counties. Each provider's services and service territory was verified through interviews with sales representatives or through the provider's website. Table # is intended to provide at least one service provider for television, telephone, and internet for each community.

Table 28. Inyo County Communications Providers

Location	Provider	Television	Telephone	Internet
Bishop	AT&T Mobility LLC		✓	✓
	Verizon Wireless		✓	✓
	Hughes Network Systems			✓
	DISH Network Corporation	✓		✓
	AT&T Mobility LLC		✓	✓
Lone Pine	AT&T Mobility LLC		✓	✓
	Verizon Wireless		✓	✓
	Hughes Network Systems			✓
	DISH Network Corporation	✓		✓
	ViaSat, Inc.			✓
Big Pine	AT&T Mobility LLC		✓	✓
	Verizon Wireless		✓	✓
	Hughes Network Systems			✓
	Sprint		✓	✓
	DISH Network Corporation	✓		✓
Independence	Hughes Network Systems			✓
	AT&T Mobility LLC		✓	✓
	Verizon Wireless		✓	✓
	DISH Network Corporation	✓		✓

Transportation: The backbone of Inyo County's roadways consists of U.S. and State Routes which include U.S. Route 395 and 6, and State Routes 168, 136, 190, 127, and 178. These routes connect to private, city, county, and federal roadways. The U.S. and state routes, which traverse Inyo County, are classified as arterials or collectors. Arterials interconnect to form a network of interstate roadways which may traverse multiple counties or states. Furthermore, collectors act as intra-county roadways which feed into arterials. Figure # displays the principal arterials, minor arterials, and major collectors which form the backbone of Inyo County's roadway network.

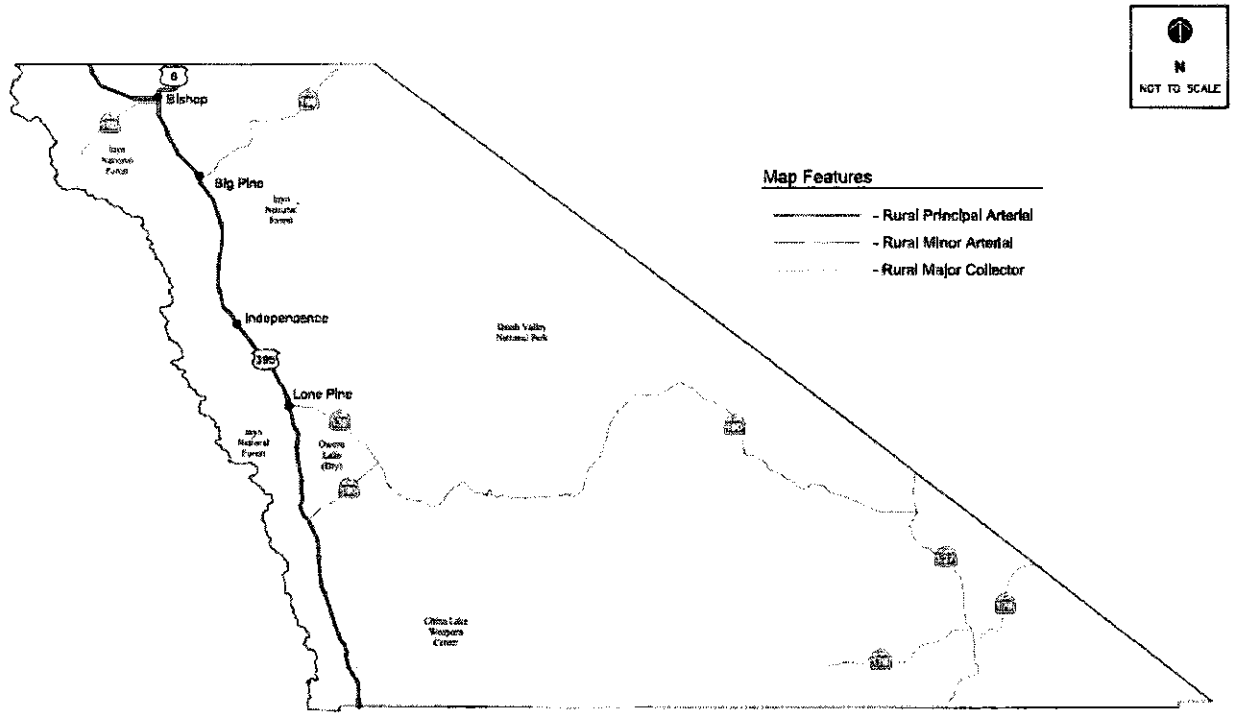

Figure 3. Inyo County Roadway Functional Classification

There are currently no active railways in Inyo County (Smith, 2012). The only mass transit provider in Inyo County is Eastern Sierra Transit Authority formerly "Inyo Mono Transit." The Eastern Sierra Transit Authority has several Inyo County routes including: (1) Reno, Nevada to Lancaster, California; (2) Benton, California to Bishop, California; and (3) Tecopa, California to Pahrump, Nevada. The Reno to Lancaster route is the Eastern Sierra Transit Authority's longest route and has stops in several Inyo County communities including Lone Pine and Independence. Inyo County has a total of nine airports of which eight are general aviation airports. Bishop, Lone Pine, and Independence each have a general aviation airport.

3.1.5 Planning Initiatives

Inyo County developed its General Plan in 2001 and prepares annual updates to the plan. In 2011, the County amended the General Plan to include provisions for Solar and Wind Renewable Energy development (Inyo County, 2011). In addition to the Renewable Energy provisions included in the General Plan, the County also adopted Title 21 to the Inyo County Code, known as the Renewable Energy Ordinance. These resources are intended to encourage development while establishing guidelines to address and limit adverse impacts.

Other planning documents include, but are not limited to (for more information visit Inyo County Plans, Laws, Ordinances and Studies):

- Hazardous Materials Area Plan (2008)
- Housing Element of the General Plan (2009)

3.2 Renewable Energy Factors

Text *in this section is hyperlinked to provide more information. For a list of the links see Appendix #.*

Inyo County has a long history of energy development, beginning with the construction of the Los Angeles aqueduct. In 1908, the Division Creek power plant was constructed followed by the Cottonwood Creek power plant. Both were built for the purpose of providing the electricity needed in the construction of the aqueduct. Subsequent dams and power plants were built along the aqueduct system and are still producing electricity today. SCE also has several dams and power plants along Bishop Creek that produce hydroelectricity.

Inyo County added Title 19 to its Code in 1973 to guide the development of geothermal resources within its borders (Geothermal Ordinance of the County of Inyo). The County also has language in its General Plan encouraging the development of geothermal resources (Inyo County, 2001). These geothermal resources were tapped in 1987, when the Coso Geothermal field was built. It consists of four power plants that have produced up to 273 megawatt (MW) of electricity. Recently, the BLM distributed the "Haiwee Geothermal Leasing Area Draft Environmental Impact Statement and Draft Proposed Amendment to the California Desert Conservation Area Plan" (2012) which assesses amending the California Desert Conservation Area boundary to support additional geothermal exploration and development in the Haiwee Geothermal Leasing Area, increasing the potential for geothermal development in the County.

County elected officials and staff have maintained an interest in renewable energy development as it has changed over the years. In 2010, the County adopted Title 21: the Inyo County Renewable Energy Ordinance. This ordinance was developed to encourage and guide the development of solar and wind resources in the County. Also in 2010, the County wrote and adopted the Renewable Energy General Plan Amendment (Inyo County, 2011). It was challenged by environmental groups, though, and the County did not have the funds necessary to try to defend it in court; it was subsequently rescinded.

In 2002, the State of California passed Senate Bill (SB) 1078 the California RPS. Originally, the Renewable Portfolio Standard (RPS) required investor-owned utilities, electric service providers, and community choice aggregators procure 20 percent of electricity from eligible renewable resources by 2017. In 2006 the RPS was accelerated under Senate Bill 107 to meet the 20 percent standard by 2010, and in 2011, it was expanded under Senate Bill 2 to require 33 percent by 2020. It is one of the most ambitious renewable energy standards in the country, and recently, Governor Jerry Brown stated that he thought it was possible to reach a 40 percent RPS, opening the possibility to make it even more ambitious. In light of the RPS, utility companies have been actively looking for renewable resources to meet this obligation, including the two electricity providers in Inyo County, LADWP and SCE.

LADWP is a municipally owned utility and is exempt from SB 1078. The legislation, however, requires municipal utilities to develop their own renewables program consistent with the intent of SB 1078. In June 2005, the Los Angeles City Council approved LADWP's RPS policy that called for providing 20 percent of its energy sales to retail customers from renewable energy resources by 2017, with an interim goal of 13 percent by 2010. In December 2005, the Board of Water and Power Commissioners recommended LADWP accelerate the RPS goal to obtain 20 percent of eligible renewable resources by 2010. LADWP has updated its RPS to generating 35 percent of its retail electric energy sales from renewable resources by the year 2020. In 2011, Los Angeles Mayor Antonio Villaraigosa announced that the LADWP had reached its RPS goal of 20 percent. To help meet the 35 percent goal, LADWP runs the Solar Incentive Program for its customers. The Solar Incentive Program provides a lump sum payment to customers that purchase or lease solar photovoltaic (PV) systems to offset traditional energy consumption at their site. Customers who qualify and complete a PV installation are provided with a "net meter." If the PV system produces more energy than is used at the site, the excess energy is calculated as a credit on their bill. In April 2012, LADWP began the Solar FIT Program. FIT is a demonstration program for distributed genereation (DG). It provides customers located within LADWP service area, including portions of the Owens Valley, the opportunity to sell energy by using their property as a DG site. The

purpose of the demonstration program is to test and make improvements prior to launching the full FIT Program.

SCE is an investor-owned utility and is required to meet California's RPS requirements. As of 2011, SCE met the 20 percent goal. SCE has been authorized by the California Public Utilities Commission (CPUC) to operate a five-year solar PV program to develop up to 500 MW of solar PV facilities in SCE's service area (this includes portions of the Owens Valley). Under the program, SCE is authorized to build and own 250 MW of utility-owned solar PV capacity and to execute contracts up to 250 MW for generation from similar facilities owned and maintained by independent power producers. As part of the renewable and alternative power generation promotion, SCE offers information for distributed energy developers that includes transmission availability maps. SCE also runs a net metering program similar to LADWP's Solar Incentive Program. If a consumer's PV system produces more energy than is used at the site, the excess energy is calculated as a credit on the consumer's bill. There are also incentives for the PV installation. In addition to the net metering program, SCE offers the Multifamily Affordable Solar Housing program. The Multifamily Affordable Solar Housing program offers incentives for installing eligible PV systems on qualifying multifamily affordable housing. It is designed to subsidize PV systems in multifamily housing that will offset electricity loads and provide economic benefits for housing property owners, managers, and tenants.

Inyo County has also been active in the large-scale planning for renewable energy development throughout the desert southwest by involvement in the California Transmission Planning Group (CTPG), Desert Renewable Energy Conservation Plan, Renewable Energy Transmission Initiative, and Renewable Energy Development Institute. The County's involvement in these groups and initiatives is to promote better land use and transmission opportunities for renewable energy development in Inyo County.

The CTPG was formed in 2009 by California transmission owners and operators to identify transmission infrastructure upgrades that are necessary to meet the State's RPS requirements. The CTPG completed the California Transmission Plan in 2011 and now seeks to improve its joint transmission planning and coordination process. Steps are being taken to increase stakeholder participation so that impacted communities and industries are more engaged in the process.

The Desert Renewable Energy Conservation Plan is intended to provide for the protection and conservation of desert ecosystems, while allowing for the development of renewable energy projects. The planning area includes the desert regions of seven California counties: Imperial, Inyo, Kern, Los Angeles, Riverside, San Bernardino, and San Diego. This area incorporates approximately 22.5 million acres of land. The plan is being created by a collaboration of agencies including: the California Energy Commission, California Department of Fish and Game, the Bureau of Land Management (BLM), and the U.S. Fish and Wildlife Service. A primary objective of the Desert Renewable Energy Conservation Plan (DRECP) is to provide an efficient biological mitigation and conservation program that will provide renewable energy developers reliable permit timing and cost certainty under the federal and California Endangered Species Acts.

The Renewable Energy Transmission Initiative is a statewide initiative that was created to help identify the transmission projects needed to accommodate the State's RPS goals, as well as, support future energy policy, and facilitate transmission corridor designation and transmission and generation sitting and permitting. The Renewable Energy Transmission Initiative will assess all competitive renewable energy zones in California and possibly also in neighboring states that can provide significant electricity to California consumers by the year 2020. The effort to support this initiative is being supervised by the CPUC, California Energy Commission, CAISO, and Publicly-Owned Utilities.

The Renewable Energy Development Institute was formed to help encourage the development of renewable energy. The Renewable Energy Development Institute has held numerous events to inform the public, businesses, and governments on renewable technologies. Through many partnerships, the Renewable Energy Development Institute has helped develop policies to encourage the widespread use of renewables and has developed marketing programs and materials to increase consumer awareness and purchases of renewable energy systems.

In keeping with its interest in renewable energy development, Inyo County joined a coalition of Nevada counties consisting of Nye, Esmeralda, Lincoln, and White Pine. The Coalition received a Brownfield grant from the Environmental Protection Agency (EPA). The grant provides $1,000,000 for redevelopment planning of brownfield sites in the Coalition counties, including sites for renewable energy development.

The County joined the Southwest Solar Transformation Initiative in 2012. This initiative is part of the Department of Energy's (DOE) Rooftop Solar Challenge and is designed to help local jurisdictions streamline and standardize permitting, zoning, metering, connection processes and improve finance options for residential and commercial rooftop solar systems.

As of July, 2012, several solar and wind energy projects were currently in various stages of exploration and development within Inyo County including:

- Little Lake North and South meteorological towers to test for the viability of wind energy resources.
- Inyo County's rooftop solar project for county buildings.
- LADWP exploration of feasibility of solar development on Owens Lake.
- LADWP Southern Owens Valley Solar Ranch Project (this project is intended to help LADWP meet their RPS goals).
- BightSource Energy's Hidden Hills Concentrating Solar Power (CSP) Project.
- Death Valley National Park installed PV for use at all the park's facilities and was in the process of connecting to California's electric grid.
- Xanterra's Furnace Creek Resort located in Death Valley installed a PV system that provides the electricity for all of its facilities, including the historic the Inn at Furnace Creek, the Ranch at Furnace Creek, Furnace Creek Golf Course, employee offices and housing.

Inyo County offers a variety of information on renewable energy development through the Inyo County Planning website. Inyo County's geography allows for excellent renewable resource potential and its history illustrates a consistent interest in its development. Elected officials and staff will remain open to opportunities to explore the County's renewable resources and will continue to find ways to encourage its development.

3.2.1 Utility Table

Table 29. Inyo County Load Serving Utility Information

Subject	Inyo
Load Serving Utility (1)	**LADWP - Owens Valley**
Allows Net-metering	Yes, for residential customers who apply for and participate in the Solar Incentive Program.
Purchases Renewable Energy	Yes, through FIT and large scale Power Purchase Agreements (PPAs).
Incentives for Renewable Energy	Solar Incentive Program participants receive an upfront, lump sum incentive payment.

Other Information	10MW FIT Program allows LADWP to purchase power produced by program participants. (FIT participants may not participate in Solar Incentive Program.)
Website	www.ladwp.com
Transmission Access	
Load Serving Utility (2)	**SCE**
Allows Net-metering	Yes, Net Energy Metering allows 10 kW or small wind or solar systems.
Purchases Renewable Energy	Yes. SCE must comply with California's 33% RPS. Currently, the energy SCE delivers is 21.1% from renewable resources.
Incentives for Renewable Energy	Cash incentive from $0.40 to $4.60 per watt for qualifying electricity generating equipment under SCE's Self Generation Incentive Program.
Other information	SCE purchases mostly wind and geothermal but has small amounts of solar, small hydro, and biomass in its renewable portfolio.
Website	http://www.sce.com/
Transmission Access	

3.2.2 Resource Maps

This section will describe the potential for renewable energy applications at the subject Brownfield sites, based on the Resource maps presented.

3.3 Brownfields Properties Assessed and Redevelopment Opportunities

PPG Industries Bartlett Plant (029-100-63): The site consists of 11 acres of predominantly vacant land. The site is located on the west bank of the Owens Dry Lake, approximately ten miles south of Lone Pine, California. Originally, the site was used by PPG Industries Bartlett Plant (PPG) as a salt extraction facility until it ceased operation in 1958. Salts were extracted from water collected in Owens Lake and processed to form soda ash. EPA records list the PPG site as a Superfund site; however, Preliminary Assessments stated the PPG site did not qualify for Superfund status under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The site includes facilities from the former PPG salt extraction facility. Redevelopment ideas for the PPG Plant site include a renewable energy project as well as a manufacturing facility.

Mt. Whitney Fish Hatchery (022-070-08-06): The 40 acre site was purchased by the citizens of Inyo County in 1915 and donated to the California Department of Fish and Game for the construction of the Mt. Whitney Fish Hatchery, which was completed in 1917. The site was scheduled for closer on June 30, 1996; however, due to local and statewide opposition the California Department of Fish and Game recognized the need to preserve the hatchery. The Hatchery is no longer maintained by the California Department of Fish and Game and is under the stewardship of the Friends of Mt. Whitney Fish Hatchery. The side consists of the primary structure, nine small residences, and six commercial buildings.

The redevelopment vision for the Mt. Whitney Fish Hatchery is to preserve the historical significance of the hatchery facility and its place in the history of Inyo County and California and make the site a community event center for Owens Valley. Redevelopment goals also include use of the site for seasonal housing as well as commercial facilities. Provide the public with an interpretation of the historical significance of the hatchery, knowledge of the hatchery's function and an understanding of the property's distinctive natural resources.

3.4 Next Steps and Measures of Success

This section will discuss community and economic development plans associated with the local brownfields sites and strategies to achieve those goals. Activities accomplished under the Brownfields

Program and the measures of success achieved will also be summarized in this section. For list of measures of success that may be addressed see the Measures of Success Table is Section 7.

DRAFT

For Clerk's Use Only:
AGENDA NUMBER

19

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 11, 2012

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: (1) Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input, (2) authorize the Chair to sign correspondence regarding the Science Synthesis, (3) review the draft Collaboration and Communication Plan for the Update effort, and (4) authorize the Chair to sign correspondence to the Forest Service regarding the draft Collaboration and Communication Plan.

SUMMARY DISCUSSION: The Inyo National Forest is working on updating the Inyo National Forest Plan.[1] Staff is working with Forest Service staff in developing the Plan, and is reporting on recent activities periodically. Staff provided an update to the Board on December 4, 2012, and requested input regarding coordination activities, and authorization for the Chair to sign correspondence to the Forest Service regarding the Science Synthesis and the draft Collaboration and Communication Plan. The Board discussed these issues and directed staff to return on December 11 with updated correspondence regarding the Science Synthesis and to discuss further issues regarding coordination activities and the correspondence regarding the Collaboration and Communication Plan. Attached is the agenda request form from December 4. The updated correspondence regarding the Science Synthesis will be distributed under separate cover.

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

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

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

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

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

_____ Date: 12-5-12

Exhibit: Agenda Request Form from December 4, 2012

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

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RECOMMENDATION: (1) Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input, (2) authorize the Chair to sign correspondence regarding the Science Synthesis, (3) review the draft Collaboration and Communication Plan for the Update effort, and (4) authorize the Chair to sign correspondence to the Forest Service regarding the draft Collaboration and Communication Plan.

SUMMARY DISCUSSION: The Inyo National Forest is working on updating the Inyo National Forest Plan.[1] 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.

Coordination

Staff has met with the Forest Service staff on several occasions since the last update. In particular, staff has been working with the Forest Service to develop an agreement regarding the mechanics of coordination. Although a determination of whether or not enter into a Memorandum of Understanding/Agreement or a Cooperating Agency Agreement (or some mix thereof) has been deferred, an issue has arisen regarding terms utilized in Cooperating Agency Agreements (CAA), and staff seeks the Board's direction.

In CAAs, the cooperating agency's role is defined by its "area of expertise." Forest Service staff has encouraged County staff to define the County's area of expertise in the Update effort. Staff has mixed reactions to this effort: on one hand, the County's area of expertise (i.e., the General Plan, County Code, and the County's public service/infrastructure responsibilities) is sufficiently broad that it seems that the County's interests should be covered by the agreement. Forest Service staff also seems agreeable to a mechanism to add other unknown issues in the future should they arise. On the other hand, limiting the County's area of expertise at this time could limit the County's input prematurely.

On another note, staff is working to arrange a meeting with the Regional Forest Service team that has been assembled to guide the Update effort. Staff is considering meeting with the team during the next Sierra Cascades Dialogue on January 24 and 25, or other possible dates in the new year, and seeks to the Board's direction regarding including Supervisors in the meeting.

Science Synthesis

The Forest Service is working on a Science Synthesis to provide background data regarding Sierra-wide issues, which is being prepared by the Pacific Southwest Research Station, and is intended to be discussed

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

at the Sierra Cascades Dialogue in January. Staff understands that national Forest Service staff may have encouraged Supervisors and the County Administrator to participate. Staff has been working with the local and regional Forest Service staff to take part in the peer review of the Science Synthesis. However, this effort has been unsuccessful as the Forest Service staff now indicates that the peer review is intended for academics who have recently published in scholarly journals regarding specific topics in the Sierra Nevada. County staff does not have access to such specialists, nor does it appear that they could be recruited in time to provide input. Staff continues to work with the Forest Service staff to participate in reviewing the Science Synthesis before it is released, but it is not apparent at this time that this effort will be successful. Staff has drafted correspondence expressing the County's disappointment regarding this aspect of the Update process (attached).

Draft Collaboration and Communication Plan

With the assistance of its consultant, the Center for Collaborative Policy, the Forest Service has developed a draft Collaboration and Communication (C&C) Plan for the Update effort (attached). General principles guiding the plan include maintaining clarity, meeting schedules/deadlines, defining the Regional office role, notification and involvement, tailored outreach, minimizing time commitments, and respecting social capital. Public outreach is divided into two tiers. The first tier focuses on public outreach during all phases of the effort, and includes maintaining a website; email announcements; media relations; outreach materials; tribal, federal, State, county, and municipal government notifications/briefings; and permittee notification. The second tier is for more focused outreach activities, such as brochures, social media, regional status updates, and video briefings; forums with scientists, agency partners, local government, and tribes; youth summits; Hispanic community workshops; open houses; visitor comment forms; collaborative issues forums; town halls; and volunteers.

Staff believes that the draft C&C Plan is generally adequate, but fails to include specific references to coordination. Draft correspondence regarding this and related issues is attached.

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

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

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

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

Date: 11-28-12

Attachments

1. Draft Correspondence regarding the Science Synthesis
2. Draft Correspondence regarding the Draft Collaboration and Communication Plan
3. Draft Collaboration and Communication Plan

December 4, 2012

Randy Moore, Pacific Southwest Regional Forester
United States Forest Service, Region 5
1323 Club Drive
Vallejo, CA 94592

Re: Inyo National Forest Plan Update/Revision – Science Synthesis

Mr. Moore:

On behalf of the Inyo County Board of Supervisors, I am writing to you to express our dismay that we have been excluded in an early and important stage of the update effort underway for the Inyo National Forest Plan Update. As you may be aware, we participated extensively in the recently adopted Forest Planning Rule. During this work, we were encouraged to participate early and often in development of the Inyo National Forest Plan Update, and particularly in the Science Synthesis being prepared for the Sierra Nevada.

Our staff expressed our interest to your staff to provide input into the Science Synthesis several months ago, and to date we have been rebuffed. We strongly believe that our input into the important work being undertaken for the Science Synthesis can add value to the document, and we can be flexible and provide our input in a way that respects its scientific emphasis. We understand that the Science Synthesis will be released to the public early next year, and we are concerned that scheduling constraints will preclude out timely input prior to finalizing the document.

I hope that the Forest Service will reconsider its decision to exclude us from participating in review of the Science Synthesis and work with our staff to provide meaningful opportunity to provide input prior to finalizing the document. In the meanwhile, our staff will continue to work with your staff to investigate appropriate means to incorporate our feedback. Please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us, at your earliest convenience to discuss this issue further. Thank you.

Sincerely,

Marty Fortney, Chair
Inyo County Board of Supervisors

cc: Board of Supervisors
Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
Doug Wilson, Willdan
Secretary Vilsak, USDA
Chief Tidwell, USFS
Joes Stringer, USFS
Ron Pew, USFS
Rick Bottoms, USFS
Ed Armenta, INF
Susan Joyce, INF
Regional Council of Rural Counties
California State Association of Counties
Sustainable Forest Action Coalition

Attachment 1

December 4, 2012

Inyo National Forest
Attn.: Ed Armenta
351 Pacu Lane, Suite 200
Bishop, CA 93514

Re: Inyo National Forest Plan Update/Revision – Draft Collaboration and Communication Plan

Mr. Armenta:

On behalf of the Inyo County Board of Supervisors, thank you for including us in the update effort for the Inyo National Forest Plan. We are pleased to provide input regarding the draft Collaboration and Communication (C&C) Plan that has been prepared to guide the planning process.

We are generally supportive of the draft C&C Plan, but we note that the document avoids using the term coordination. As you are aware, we strongly believe that coordination between the County and Forest Service is necessary for a successful planning process. We believe that coordination with the County in particular is an important component of the recently adopted National Forest Planning Rule, and should be referenced comprehensively throughout the C&C Plan. While in general we believe that the C&C Plan incorporates important components of coordination, it seems to purposely work to avoid the concept of working together to solve issues proactively, and instead focuses on information exchange.

According to the Inyo County General Plan Government Element, coordination is defined as

> A planning process by which the County and another public agency seek to harmonize the proposed public agency's action with County land use plans, especially the County's General Plan, with the goal of identifying conflicts between the County's and the public agency's land use plans and developing alternatives that are consistent with plans of both the County and the other public agency. The County has sole jurisdiction to interpret consistency and/or inconsistency between the other public agency's plans and the County's General Plan or other County plans. Representatives of the County and the other public agency meet to obtain and exchange information and to obtain consistency between the land use plans of the County and the other public agency to the extent practical.

We strongly believe that these concepts and the direction provided in the Planning Rule regarding coordination should be incorporated into the C&C Plan.

Thank you. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

Sincerely,

Marty Fortney, Chair
Inyo County Board of Supervisors

cc: Board of Supervisors
Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
Doug Wilson, Willdan
Randy Moore, INF
Susan Joyce, INF
Laura Kaplan, CCP

Attachment 2

Inyo National Forest Plan Revision

Collaboration & Communication Plan

Version 11/15/2012

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Introduction

Each National Forest and Grassland in the United States is governed by a Land Management Plan (Forest Plan) in accordance with the National Forest Management Act (NFMA). Forest Plans set desired conditions, standards, and guidelines for management, protection, and use of the Forest. Monitoring conditions ensures projects are done in accordance with Forest Plan direction and determines effects that might require a change in the Forest Plan.

The Inyo's current Forest Plan was signed in 1988. Since that time much has changed regarding resource management of the National Forests. For example there are new scientific studies, social changes, and analysis available to guide this management.

In 2012, the US Forest Service released a new planning rule. Eight National Forests were selected to be the first to implement the new rule and revise their Forest Plans. In February 2012, the Inyo National Forest was selected as one of three "Early Adopter" forests in California for a number of reasons including a "need for change" in existing Forest Plan direction, and engagement in recent and successful collaborative efforts. Plan Revision for the Inyo National Forest will incorporate changed conditions, the best available science, and new public issues.

A Forest Plan is a collaboratively developed and is a science-based framework for integrated resource management and for guiding project and activity decision-making. It does not authorize projects or activities or commit the Forest Service to take action, or, regulate uses by the public. In other words, no site-specific decisions are expected to be made in a Forest Plan. A Forest Plan should not repeat laws, regulations or program management policies, practices, and procedures that are in the Forest Service Directive System.

Forest plans include the following components:

- Desired conditions: A description of specific social, economic, and/or ecological characteristics of the plan area, or a portion of the plan area, that are described in terms specific enough to allow progress toward their achievement. Desired conditions are what drive the plan. All management activities should be aimed at the achievement of the desired condition for those resources in the area where the project is located. Desired conditions can be thought of as goals that in part help define a collective vision for the National Forest in the future.

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- Objectives: An objective is a concise, measurable, and time-specific statement of a desired rate of progress toward a desired condition or conditions and should be based on reasonably foreseeable budgets. Objectives, along with the strategies used to accomplish them, can be thought of as the tools we will use to reach the desired conditions. Objectives are mileposts along the road toward desired conditions.

- Standards: These can be thought of as the rules the Forest will operate within as we develop projects to accomplish objectives and move closer to the realization of desired conditions. These are mandatory constraints on project and activity decision-making.

- Guidelines: Describe a constraint on project and activity decision-making that allows for departure from its terms, so long as the intent of the guideline is met. In other words guidelines are mandatory unless they are replaced by something that is equal to or better than the existing guideline.

- Suitability of lands: Specific lands within a plan area identified as suitable for various multiple uses or activities based on the desired conditions applicable to those lands. The plan also identifies lands within the plan area as not suitable for uses that are not compatible with desired conditions for those lands. Every plan must identify those lands that are not suitable for timber production (required by NFMA).

This Collaboration and Communication Plan describes how the Inyo National Forest will work with its partners, stakeholders, interested public, and Tribes during the Plan Revision process.

Purpose

The purpose of the Collaboration & Communication Plan is to:

- Define the public outreach, involvement and collaborative processes that will be used to develop a Forest Plan that is responsive to the interests of the Forest, other, agencies, local government, interested and affected stakeholders and California Native American Tribes.
- Identify activities and communication tools to provide information and solicit input on forest planning from all of the above named groups.

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About this Plan

After analyzing stakeholder issues and recommendations regarding Forest Plan revision and ideas for effective communication, the Center for Collaborative Policy, Sacramento State University, in cooperation with the Inyo National Forest developed the initial Collaboration & Communication Plan. The National Forest and the Center will periodically refine the Collaboration & Communication Plan with interested stakeholders. The planning milestones and activities schedule will be reviewed and revised as necessary each year to reflect the needs of stakeholders and the Forest Service to achieve the purpose stated above. **The Forest Supervisor will make the final determination of schedule and staff activities.**

Planning Milestones

2012	**Prepare for Forest Plan Revision**
	October – Dec 2012: Develop Collaboration & Communication Plan
	December 2012: Complete the Science Synthesis for Region 5 (Pacific Southwest Region) of the Forest Service
2012-2013	**Develop the Inyo Forest Assessment**
	Jan-Feb 2013: Provide overview of plan revision process and Forest Service initial draft summary of current conditions, future trends and system drivers for the Assessment; solicit public input and additional references
	Summer 2013: Share information developed by the Forest Service for Inyo National Forest Assessment Report; solicit public input for Assessment Report
	Sept 2013: Finalize Inyo National Forest Assessment Report
	October 2013: Availability of the final Assessment Report
2013-2015	**Develop the Forest Plan and Conduct the Environmental Analysis**
	DRAFT Timeline (subject to change)
	2013-2014: Identify need for change in plan direction
	February 2014: Notice to begin plan revision/Notice to prepare Environmental Impact Statement (EIS)
	2014: Develop and analyze proposed plan, including desired conditions, objectives, and standards
	February 2015: Circulate draft proposed plan and draft EIS for public comment
	2015: Analyze comments and develop final EIS and proposed plan
	September 2016: Notice of objection period for the proposed plan
	December 2016: Notice of final plan approval

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Defining Public Participation, including Collaboration

The Proposed Planning Rule provides opportunity for participation in the assessment, plan revision, and monitoring. (36 CFR § 219.4 (a)) The Forest will regularly inform agencies, the public, and tribes about the planning process and materials being developed. The Forest will seek feedback on draft analyses and plan components such as standards and guidelines. At times, the Forest may work intensively with the public and representative stakeholders to revise and refine draft analyses and plan components. Collaborative involvement activities will create opportunities for dialogue to explore different perspectives and identify any areas of common ground.

During Forest Plan revision,

> *Collaboration is a structured manner in which a collection of people with diverse interests share knowledge, ideas and resources while working together in an inclusive and cooperative manner toward a common purpose (36 CFR 219.19). Collaboration, in the context of land management planning in the Pacific Southwest Region, is to engage diverse interested parties in developing understanding and widely supported options to issues of concern. The goal of collaboration is to develop a forest plans that are responsive to the interests of the forests, agencies, and the public.*

Collaborative public involvement per the 2012 Planning Rule will be conducted parallel and in addition to other requirements such as government-to-government Tribal consultation, cooperating agency agreements, and the formal public input process under the National Environmental Policy Act (NEPA) as further described in this Plan. The Forest will integrate concerns and recommendations from all these channels into Forest Plan Revision.

Decision-making

Members of the public, local governments, States, Federal agencies, and Tribes provide input to the Forest regarding their concerns, and recommendations that strive to meet the various interests involved in the Forest Plan. **The Forest Supervisor makes the final Forest Plan Revision decision.**

Roles & Responsibilities

The **Forest Supervisor** has the authority and responsibility to manage the plan revision process, including determining the scope, methods, forum, and timing of public participation opportunities and approving the revised Forest Plan. The Forest Supervisor is the final decision-maker for the Forest Plan.

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Forest Staff listen to, document, and respond as appropriate to concerns and recommendations provided by the public, agencies, and tribes. Staff develop draft and final Forest Plan materials and make these available to the public.

The public, including other Federal agencies, State and local governments, individuals, and public and private organizations or entities participate in the planning process and provide input and recommendations to the Forest.

Native American Tribes may participate in formal consultation with the Forest and also may provide input and recommendations to the Forest through collaborative planning workshops and other public input opportunities.

The **Forest Tribal Liaison** ensures that tribes are aware of the planning process and opportunities for consultation and input.

The Public Affairs Officer prepares communication materials and works with all members of the public and agencies to provide information and opportunities to contribute during the planning process. The Public Affairs Officer is the point of contact for the public and media.

Facilitators ensure a fair and transparent process of public input and collaboration. Facilitators manage dialogue between agencies, the public, tribes, and the Forest to ensure balanced participation, and enhanced mutual understanding.

Stakeholder Interest Groups / Constituencies

Throughout the planning process, the Forest will strive to outreach to all of the diverse stakeholders who have an interest in the management of the Inyo National Forest. Some interest categories are listed below. Note that every individual likely belongs to several categories. The purpose of listing categories is to point to ways to conduct outreach; it is not meant to create divisions among interest groups.

- Business, e.g. Chambers of Commerce, local businesses that serve tourists / recreationists
- Ecology and Wildlife
- Energy (including Renewable Energy such as Biomass Processing and Wind, and Transmission)
- Environmental Interests
- Extractive Uses (including Mining and Timber)
- Fire Safety and Community Protection
- Gatherers (e.g. Fuelwood, Traditional Plants)
- Grazing
- Governments / Agencies

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    - Native American Tribes, Federally Recognized and Non-Recognized
    - State, County, Municipal and other Federal Agencies, including Land Management and Resource Agencies
- Minorities
- Non-Organized Users
- Landowners and Local Community Residents
- Recreational permittees
    - Dispersed (e.g. packers, guides)
    - Developed (e.g., campgrounds, resorts, ski areas)
- Recreational users (locally based, urban, national, and international)
    - Dispersed (e.g. anglers, artists, backcountry / cross-country skiers, birdwatchers, boaters, equestrians, hikers, hunters, motorized driving (e.g. ATV, OHV, 4x4), mountain bikers, rock hunters, snowshoers)
    - Developed (e.g. campers, picnickers, resort skiers)
- Scientists
- University Researchers and Students
- Water Supply Interests (e.g. LA residents, LADWP)
- Youth and NGOs that provide opportunities to youth

General Principles Guiding Collaboration and Communication

- Maintain clarity, consistency, and transparency with regard to expectations, process, "sideboards" (e.g. law, regulation, and policy that restricts what is possible), and timeline. Set a meeting schedule and stick to it. Includes presenting messages in layperson language.
- Meet deadlines, follow through, and connect input to outcomes and decision. Explain why input was incorporated, or why not.
- Define Forest Service Regional Office role and support, and connections with the other Early Adopter Forests in Region 5 (Sierra National Forest and Sequoia National Forest).
- Conduct proactive, timely notification and involvement.
- Tailor outreach to audience; diversity of strategies and messages.
- Offer ways to "plug in" on topics of interest, without requiring a huge time commitment.
- Respect the "social capital stakeholders" expend for the Forest Service. Avoid stopping, stalling out, or reversing course unexpectedly, which can damage trust and relationships stakeholder partners have with the Forest Service and with other

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stakeholders.

- Honor partnerships and volunteers. Provide acknowledgment, recognition, and solid guidance and support. Meet volunteers more than halfway.
- Find people where they already interact with the Forest.
- Get out into the field.
- Achieve small successes that build trust and a sense of concrete accomplishment.

Internal Forest Service Communication

Forest Plan Revision will require significant communication within the Forest Service, including within and between the Inyo National Forest, the other two California Early Adopter Forests, the Region 5 Regional Office, and the Forest Service Washington Office.

To achieve this the following actions will be taken:

- Forest and District employees will be briefed on a regular basis so that they are up to date and knowledgeable regarding the status of the Plan Revision effort. This can best be achieved at District and Supervisor's Office monthly meetings.
- Employees will be provided with a Plan Revision briefing paper that has the information about who to contact for more information about Plan Revision.
- Employees who have specific public contact or permit administration duties will have the information they need to share with their contacts.
- The three Region 5 Early Adopter Forests and the Regional Office will have regular information sharing meetings or conference calls so that all are aware of the status and progress that each is making and can coordinate on common elements of their Forest Planning efforts.

Public Outreach and Involvement Activities: Overview

National Forest staff will conduct several **"rounds"** of public outreach and involvement activities throughout the **three phases** of the planning process (Assessment, Plan Revision / NEPA, and Implementation Monitoring). Rounds are defined as focused efforts over a period of several weeks to several months to engage the public in key phases of the revision process, such as obtaining public input on resource conditions and trends in the Assessment Phase or circulating the draft revised plan for public review. Each round will have an announced start and end date for the receipt of public input, which will then be used by staff to inform the next planning work product.

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Each round will include both outreach and involvement activities. **"Outreach"** is defined as providing information and updates to the public and/or encouraging members of the public to become engaged in the planning process. **"Involvement"** is defined as providing structured opportunities for public input, review, and comment, using various methods and tools to enable broad input and, where applicable, a collaborative approach to finding widely supported solutions to policy questions.

In this Collaboration and Communication Plan, outreach and involvement activities are grouped into two "tiers".

- **Tier 1** activities are those that the Forest Service intends to do for every round of public outreach and involvement in the Assessment Phase and the Plan Revision/NEPA phase. Tier 1 activities may be used selectively for public involvement opportunities during the Implementation Monitoring Phase.
- **Tier 2** activities are a menu of options from which the Forest Service will draw for each round during the three phases. Tier 2 activities will be used to customize an outreach and involvement approach to best support the type of work to be accomplished in that round, within available time, budget, and staff capacity.

A later section of this plan, Public Outreach and Involvement by Phase of the Planning Process, contains initial suggestions of which Tier 2 activities may be best suited to each phase of Plan Revision. This Plan will be updated and modified as Plan Revision progresses. The Forest Service will work with stakeholders in an open public Design Forum to adaptively manage the outreach and involvement process, including determining which Tier 2 activities to focus on in each round.

In addition to structured rounds of public involvement, the Forest Service may use Tier 1 or Tier 2 tools between rounds in order to keep stakeholders informed and solicit focused input as needed and appropriate.

All public outreach and involvement activities will be conducted transparently and in accordance with applicable Federal laws such as the Federal Advisory Committee Act.

Public Outreach and Involvement Activities: Tier 1 (Summary)

This summary section lists all Tier 1 activities in a brief bullet list. The following section describes each activity in more detail.

All Tier 1 tools will be used for each round of public outreach and involvement during the Assessment and Plan Revision/NEPA Phases of the process. Tools are listed in no particular order.

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A. Tier 1 Outreach Tools

1. Forest Service website updates
2. Email announcements
3. Media relationships and releases
4. Fact Sheets and Other Outreach Material
5. Tribal notification / briefings
6. Federal, State, County, and Municipal government agency notification / briefings
7. Briefings for State and Congressional representatives
8. Permittee notification

B. Tier 1 Involvement Activities

1. Tribal consultation
2. Design Forum
3. Public workshops including remote participation
4. Public review and comment
5. Opportunities for input from permittees, agency partners, and local governments

Public Outreach and Involvement Activities: Tier 2 (Summary)

This summary section lists all Tier 2 activities in a brief bullet list. The following section describes each activity in more detail.

Tier 2 tools will be used as appropriate in all three phases of the planning process, depending upon the availability of Forest Service resources and community interest and support. These tools are listed in no particular order. Please note that "Tier 2" does not mean these activities are of lesser value than Tier 1; the difference between the tiers is whether a given tool should be utilized for every public involvement round (Tier 1) or should be utilized more selectively (Tier 2).

A. Tier 2 Outreach Tools

1. Focused public outreach for Tier 2 involvement activities
2. Brochures
3. Social media
4. Regional Status Update
5. Hard copies of reports and National Environmental Policy Act (NEPA) documents
6. Video briefings

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B. Tier 2 Involvement Activities

1. Science Forum
2. Agency Partner Forum
3. Local Government Forum
4. Inyo Tribal Forum
5. Youth Summit
6. Hispanic Community Workshops
7. Ranger Station / Visitor Center Open House
8. Visitor comment forms at key points of visitor contact
9. Collaborative Issue Forum
10. Town Hall listening sessions
11. Additional volunteer efforts

Public Outreach and Involvement Activities: Tier 1 (Detailed)

All Tier 1 tools will be used for each round of public outreach and involvement during the Assessment and Plan Revision/NEPA Phases of the process. Tools are listed in no particular order.

A. Tier 1 Outreach Tools

1. Forest Service website updates

   Upload all announcements, outreach materials, draft documents, and final documents to Inyo National Forest webpage.

   - The websites will include a clear explanation of how people can participate, what kind of information or input is requested and how it will be used, and a timeline for the overall process.
   - The website will make information easily accessible and allow interested parties to track the status and development of draft and final analyses and decisions.

   Significant new website uploads will be publicized by sending out an email blast and possibly using social media to let stakeholders know that new content is available. Frequency and timing of website updates will vary depending on the availability of new content that would be of interest to the public.

2. Email announcements

   Email announcements will be used for general communication about the

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planning process, including but not limited to: distributing information and fact sheets, providing updates on progress, distributing draft work products, publicizing upcoming public involvement and input opportunities, and providing reminders of comment deadlines. The Forest Service will make a concerted effort to clean up, organize, and add to existing contact lists.

a. Forest Service email lists

The Forest Service will maintain an email list of people interested in Plan Revision and will encourage stakeholders and the general public to sign up.

b. Partner distribution of email

The Forest Service will seek commitments from stakeholder organizations to distribute announcements to their own members.

3. Media relationships and releases

In addition to news releases, the Forest Service will seek to develop relationships with reporters who would be interested in informing their audiences about Forest Planning. For example, for the Hispanic community this may include reaching out to Spanish-language newspaper El Sol and the Spanish-language DJ who hosts a radio program on KSRW. See Appendix 4 for a list of media on outreach list.

4. Fact Sheets and Other Outreach Material

a. At Visitor Centers and Ranger Stations

The Forest Service will place fact sheets and other outreach material created for each round of public involvement at key points of visitor contact such as Inyo National Forest Visitor Centers and Ranger Stations - Bristlecone Pine Visitor Center, Eastern Sierra Interagency Visitor Center (Lone Pine), Mammoth Lakes Welcome Center, Mono Basin Visitor Center, and the White Mountain Ranger Station. Press releases may be designed to advertise specific public involvement opportunities such as workshops. Fact sheets will be designed to provide general information or answer frequently asked questions (FAQs) regarding the Plan Revision Process or specific stages of that process.

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Forest Service staff will be informed about the Plan Revision process so that they may answer visitor questions or direct questions to other appropriate staff.

b. In community locations as appropriate

Forest Service staff will work with community partners to post outreach materials such as news releases and fact sheets in community locations (such as libraries, post offices, outdoor stores, etc.) as appropriate. This may be an especially effective means of communication in small towns with limited Internet access such as June Lake.

5. Tribal notification / briefings

Staff will conduct briefings with local Tribes and ensure Tribes are informed of Plan Revision process, timeline, and milestones as well as public outreach activities and opportunities for comment, in addition to formal consultation. The Inyo National Forest consults with the following Tribes:

- Antelope Valley Indian Community
- Big Pine Paiute Tribe of the Owens Valley
- Bishop Paiute Tribal Council
- Lone Pine Paiute-Shoshone Reservation
- Timbisha Shoshone of Death Valley
- Fort Independence Community of Paiute Indians
- Timbisha Shoshone Tribe (Bishop)
- Mono Lake Kutzadikaa
- Benton Paiute Reservation - UTU UTU GWAITU Paiute Tribe
- Bridgeport Paiute Indian Colony
- California Indian Basketweavers Association
- Kern Valley Indian Community
- Tubatulabals of Kern Valley
- Walker River Paiute Tribe
- Yosemite-Mono Lake Paiute Indian Community
- Washoe Tribe of Nevada and California

The National Forest currently meets quarterly with the Bishop Paiute and Big Pine Paiute Tribes. Tribal communities have emphasized the importance of Forest Service staff visiting tribal communities regularly to get to know the Tribe's members, even when there is no pressing issue to address.

To publicize planning activities, the Inyo National Forest may also connect with the successful Sierra and Sequoia Tribal Forums organized by the Forest Service, and/or the California Department of Water Resources' statewide Tribal Forum and Tribal listserve for the California Water Plan. Tribes will also be invited to participate as cooperating agencies in the planning process.

6. Federal, State, County, and Municipal government agency notification / briefings

Staff will conduct briefings with interested Federal, State, and local land and natural resources management agency partners (e.g. Bureau of Land Management, National Park Service) and local County and municipal governments (Los Angeles Department of Water and Power, Bishop City Council, Inyo County Board of Supervisors, Mammoth Lakes Town Council, Mono County Board of Supervisors, etc.) to ensure they are informed of Plan Revision process, timeline, and milestones as well as public outreach activities and opportunities for comment. Rather than setting up new meeting times and locations, the Forest may request to be added to the agenda of groups with standing meetings. In some cases the briefings may focus on specific issues of particular concern to an agency. Agencies and local governments will also be invited to participate as cooperating agencies in the planning process.

7. Briefings for State and Congressional representatives

The Forest will brief State and Congressional representatives periodically on the plan revision process, including overall time, current status, progress to date, and key issues. The purpose is to ensure that State and Congressional representatives are aware early in the process of forest planning issues that affect their constituents, and have opportunities to provide feedback and recommendations directly to the Forest on specific issues. Ideally these briefings will coincide with plan revision milestones. These briefings may be a joint effort with participation of all three forest undergoing Plan Revision. The Forest will hold individual meetings with State and Congressional representatives as needed.

8. Permittee notification

Forest Service staff who work directly with permittees (e.g. grazing, packing, mining, etc.) will discuss Plan Revision with the permittees in their program areas as needed based on resource issues and information needs.

B. Tier 1 Involvement Activities

1. Tribal consultation

   The Forest Service has formal policies for government-to-government Tribal consultation to notify Tribes of agency actions that may have impacts to areas of Tribal interest, identify those potential impacts, and seek comment. Tribes encourage early, proactive engagement on issues with potential impacts. They also encourage Forest Service staff visit tribal communities not just to discuss specific issues, but also to get to know their Tribal Councils when there is no pressing issue.

2. Design Forum

   The Forest Service will provide opportunities for involvement in a Design Forum that will be open to all interested parties. The Design Forum will provide feedback to the Forest Service on its public outreach and involvement efforts, such as the design of outreach materials and public workshops. The forum will help to monitor effectiveness and adapt the Collaboration and Communication Plan as needed.

3. Public workshops including remote participation

   The Forest Service will convene public workshops in various locations throughout the planning process. Mammoth and Bishop are central locations, but workshops may also be convened in more distant communities such as Fish Lake Valley, Hawthorne, Lee Vining, Lone Pine, or Ridgecrest as needed. Workshop content and format will be tailored to each stage of the planning process to inform the public of the latest activities and work products and solicit input.

   To the extent practical, each series of workshop will include a remote participation component to convey information and support solicitation of online input from non-local participants.

   Workshop locations will focus on local communities, though there may be the need to do out-of-area workshops (e.g. in Los Angeles and/or the San Francisco area) at some point in the process. It may be efficient to plan out-of-area workshops as a regional initiative with joint participation by the three Early Adopter Forests in California.

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4. Public review and comment

   Comment periods on publicly released draft documents will have clearly conveyed deadlines and procedures for submitting and logging comments. The Forest Service will clearly convey to the public how their comments will be used.

5. Opportunities for input from permittees, agency partners, and local governments

   In addition to ensuring permittees and agency partners and local governments are notified about Plan Revision and opportunities for public involvement, staff will provide opportunities for permittees and agency counterparts to provide input on components of Plan Revision that may impact their interests, or about which they may have information.

   Agencies and local governments may be invited to apply for Cooperating Agency status, which is determined based on jurisdiction by law or special expertise. The role and responsibilities of Cooperating Agencies is defined in section 6 of this Plan.

Public Outreach and Involvement Activities: Tier 2 (Detailed)

Tier 2 tools will be used as appropriate in all three phases of the planning process, depending upon the availability of Forest Service resources and community interest and support. These tools are listed in no particular order. Please note that "Tier 2" does not mean these activities are of lesser value than Tier 1; the difference between the tiers is whether a given tool should be utilized for every public involvement round (Tier 1) or should be utilized more selectively (Tier 2).

A. Tier 2 Outreach Tools

1. Focused public outreach for Tier 2 involvement activities

   Each round of public involvement may include Tier 2 involvement activities that require focused public outreach, such as Hispanic community workshops or a Youth summit. The Forest Service staff will work with community partners and the Design Forum to determine appropriate outreach tools for these audiences.

2. Brochures

   The Forest Service may produce and distribute additional outreach

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material such as overview or update brochures at key points in the process.

3. Social media

   Social media such as Twitter may be used if there is community interest and staff judge that these tools would be effective at reaching additional key audiences that are not reached by other outreach mechanisms in place. At a minimum, social media tools would be used similarly to e-mail blasts to direct people to new content on the website such as workshop announcements and documents. Because of agency restrictions, community partners would need to be responsible for managing the use of Facebook, if used.

4. Regional Status Update

   Staff may periodically produce a regional status update to update the public on progress and key milestones in the Plan Review process for all three Early Adopter Forests in California.

5. Hard copies of reports and National Environmental Policy Act (NEPA) documents

   The Forest will make available hard copies of reports and NEPA documents to Tribes, cooperating agencies, and other interested parties. To conserve resources, stakeholders and members of the public who want to receive hard copies will need to opt-in to this service, for example through a sign-up link on the main website or returning a postcard.

6. Video briefings

   The Forest may develop and post online a select number of topical or periodic update video briefings designed to provide interested parties with information on current status of the revision process, accomplishments to date, tasks remaining, opportunities for participation, and / or particular planning topics. Video briefings will be available for individual or group self-education; they will not be interactive. The purpose of video briefings is to make it easier for members of the public to quickly and easily obtain information that will help them understand the planning process as well as the context and main issues associated with different topics, and thus comment on materials and/or participate in public involvement activities such as workshops. Video briefings will also help people understand what work has been completed and

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what decisions have been made.

B. Tier 2 Involvement Activities

1. Science Forum

   The Forest Service may conduct meetings, open to all, of a Science Forum. The purpose of the Science Forum would be to discuss the research and data being used as Best Available Scientific Information during Plan Revision. The Science Forum may also discuss best practices for monitoring and adaptive management.

2. Agency Partner Forum

   Partner agencies may wish to meet in a group forum to receive updates and discuss Forest Planning. This may take the form of an informal "coffee hour" or more formal, agendized meeting. Such a partner agency forum would include federal, state, and local agencies such as LA Department of Water and Power that share legal responsibility for managing forest, land, wildlife, air, water, and other resources that are part of Inyo National Forest. These meetings would provide an opportunity for multiple agencies to speak with each other at the same time and identify common resource management objectives for specific topics, and discuss how to coordinate associated management policies, plans, and activities related to the revised forest plan.

3. Local Government Forum

   In addition to briefings of individual local government entities, local government representatives may wish to meet in a group forum with representatives from Bishop City Council, Inyo County Board of Supervisors, Mammoth Lakes Town Council, Mono County Board of Supervisors, and possibly Congressional staffers, to receive updates and discuss Forest Planning.

4. Inyo Tribal Forum

   In addition to formal consultation, Tribes with ties to the Inyo may wish to meet in a group forum to receive updates and discuss Forest Planning. An Inyo Tribal Forum might be modeled after the successful Sierra and Sequoia Tribal Forums. The Forest Service may also wish to host Southern Sierra Tribal meetings for issues common to the three Early Adopter Forests.

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5. Youth Summit

   Forest staff may work with educators and community leaders to hold a Youth Summit to engage youth in Forest Planning. This may be especially relevant at the beginning of the Assessment to involve youth in identifying current conditions and trends. Staff may partner with programs that bring youth to the Forest, and Tribes such as the Bishop Paiute who have conducted successful Tribal youth summits.

6. Hispanic Community Workshops

   Forest staff may partner with Hispanic community leaders, public health providers, and/or organizations such as LA CAUSA and the Bishop High School's Club Latino to hold bilingual workshops for the Hispanic community.

7. Ranger Station / Visitor Center Open House

   In addition to intensive public workshops and visitor comment forms, Forest staff may hold "open house" informational sessions in locations that draw visitors, such as a ranger station or visitor centers. These sessions would be designed to offer an opportunity to showcase Forest Plan Revision, provide one-on-one discussion between visitors and Inyo staff about Forest Plan Revision, and encourage visitor involvement and comment.

8. Visitor comment forms at key points of visitor contact

   Forest Service staff will develop comment forms to make available along with outreach materials at Visitor Centers and the White Mountain Ranger Station. These forms will solicit input relevant to the planning stage. For example, during the Assessment Phase the forms will solicit input on current conditions and trends. Comment boxes or other means will be provided in these locations for submitting comment forms, or forms may be mailed in.

9. Collaborative Issue Forum

   For issues on which there are diverse and competing perspectives, the Forest Service may convene one or more collaborative issue forums to identify and explore areas of common ground. Collaborative forums generally work iteratively on discrete issues. Any collaborative forum convened or supported by the Forest Service to work on issues related to Plan Revision will be open to the public and subject to applicable Federal law.

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10. Town Hall listening sessions

Town Hall listening sessions are defined as meetings with particular communities or organizations for the primary purpose of listening to the concerns and stories of that community or organization. Forest Service staff's role in a Town Hall listening session is to listen and answer questions, as opposed to staff presenting information and asking for feedback from the public. Forest Service staff may use Town Hall listening sessions to gather general input at various planning stages, or to explore specific issues of particular relevance to a community or organization. Rather than setting up new meeting times and locations, the Forest may request to be added to the agenda of groups with standing meetings, for example the Regional Planning Advisory Committees in Mono County.

11. Additional volunteer efforts

Many members of the communities around the Inyo are willing to contribute time, skills, and resources to aid in Forest Plan Revision. Staff may work with volunteers to determine how they can best assist with outreach and involvement at various stages in the planning effort. Staff may also solicit volunteer assistance from community members with special skills and connections, such as educators in planning or natural resources who might be able to lead student projects such as visitor surveys; local leaders of minority communities; and non-governmental organizations who bring at-risk youth to the Forest.

Public Outreach and Involvement by Phase of the Planning Process

Forest Plan Revision consists of three phases:

- Forest Assessment
- Plan Revision / NEPA
- Implementation Monitoring

This section contains a description of each of the three phases and **initial suggestions for outreach and involvement activities that may be best suited to each phase.** Suggestions in this section represent the Forest's initial thinking. Actual outreach and involvement activities per phase will depend upon schedule, resources, and community interest. Some Tier 2 activities may require community volunteer support in order to be achievable, such as Youth Summits and Hispanic Community Meetings. The Forest Service will work with stakeholders in an open public Design Forum to adaptively manage the outreach and involvement process, including considering which activities to focus on in each round. **The Forest Supervisor will make**

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the final determination of which outreach and involvement activities will be pursued in each round.

A. Forest Assessment Phase.

The purpose of the Forest Assessment is to gather existing relevant information on forest conditions and trends, and use this information to rapidly evaluate the sustainability of existing ecological, economic, and social conditions and trends within the context of the broader landscape. The assessment is used to help identify the need to change the existing plan, and to inform the development of plan components and other plan content.

Assessment topics are required by the Planning Rule to include the following. Many topics will be looked at from a landscape scale with Forest Service Regional Office assistance to local forests.

- Terrestrial ecosystems, aquatic ecosystems, and watersheds;
- Air, soil, and water resources and quality;
- System drivers, including dominant ecological processes, disturbance regimes, and stressors, such as natural succession, wildland fire, invasive species, and climate change; and the ability of those terrestrial and aquatic ecosystems in the plan area to adapt to change;
- Baseline assessment of carbon stocks;
- Threatened, endangered, proposed, candidate species, and potential species of conservation concern present in the plan area;
- Social, cultural, and economic conditions;
- Benefits people obtain from the NFS planning area (ecosystem services);
- Multiple uses and their contributions to local, regional, and national economies.
- These are more likely to be looked at from a Forest Scale by Forest Staff.
- Recreation settings, opportunities and access for a range of uses;
- Renewable and nonrenewable energy and mineral resources;
- Infrastructure, such as recreational facilities and transportation and utility corridors;
- Areas of Tribal importance;

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- Cultural and historic resources and uses;
- Land status and ownership, use, and access patterns; and
- Existing designated areas located in the plan area including wilderness and wild and scenic rivers and potential need and opportunity for additional designated areas.

Outreach and Involvement Recommendations for the Assessment Phase

Because the Assessment Phase focuses on gathering data related to forest conditions and trends, recommended high value public outreach and involvement activities are related to reaching broad audiences and discussing existing data available to the Forest to ensure there is a common understanding of the information that will be used in future phases. Initial Assessment Phase outreach and involvement recommendations are*:

- All Tier 1 activities (required)
- Town Hall Listening Sessions
- Youth Summit
- Hispanic Community Workshop
- Science Forum
- Local Government Forum
- Tribal Forum
- Agency Partner Forum
- Use of social media to advertise involvement opportunities
- Comment forms at key points of visitor contact

*It is likely that the Forest will need to prioritize among these possible activities based on available time and resources and community support and interest.

B. Forest Plan Revision / NEPA

The intent of the Plan Revision / NEPA Phase is to identify which parts of the existing Forest Plan should be updated, and to identify and adopt recommendations for that update. This process includes and will largely be structured around the components of the National Environmental Policy Act (NEPA) review process. The NEPA review process will run parallel with opportunities for focused public engagement and collaboration, beginning with the Assessment process (prior to NEPA), and continuing through the Need for Change,

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Desired Conditions, Alternatives Development, and Analysis.

The Plan Revision / NEPA Phase is a 2-year process that will need to include elements of broad engagement as well as focused engagement. Outreach and involvement tools that may prove valuable in the Plan Revision / NEPA Phase will vary along the way. For example, the initial stages of developing desired conditions may benefit from broad engagement similar to the Assessment Phase with similar tools.

Outreach and Involvement Recommendations for the Plan Revision / NEPA Phase:

- All Tier 1 activities (required)
- Town Hall Listening Sessions
- Youth Forum
- Hispanic Community Workshop
- Local Government Forum
- Tribal Forum
- Agency Partner Forum
- Ranger Station / Visitor Center Open Houses
- Comment forms in key visitor contact locations
- Use of social media to advertise involvement opportunities
- Regional Status Updates

Later in the process as the Forest develops Plan alternatives and conducts the Environmental Analysis, staff may want to use additional outreach and involvement tools such as:

- Collaborative Issues Forums
- Hard copies of reports and National Environmental Policy Act documents
- Briefings for State and Congressional representatives
- Video briefings to provide background information on the process, decisions made, and current tasks

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C. Implementation Monitoring Phase

The intent of the Monitoring Phase is to monitor Plan implementation and resource trends, so that the Plan can be adaptively managed and to make sure it is working as intended. Outreach and Involvement during the Monitoring Phase will likely focus on periodic check-ins with various audiences to discuss implementation progress and outcomes, and any need for change in management strategies. These check-ins will likely be triggered by the issuance of the Forest's monitoring reports every two years as required by the Planning Rule.

Outreach and Involvement Recommendations for the Implementation Monitoring Phase

- Website Updates and Email Announcements, particularly when the Forest's monitoring reports are issued
- Town Hall Listening Sessions
- Local Government Forum
- Tribal Forum
- Agency Partner Forum
- Science Forum to discuss new science that could have an impact on management strategies
- Ranger Station / Visitor Center Open Houses

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Appendix 1: 2012-2013 Activity Schedule

A. Work already completed

1. Convene Inyo National Forest Planning Team
2. Conduct stakeholder and Tribal interviews
3. Present findings of stakeholder and Tribal interviews
4. Announce November workshops on Inyo Collaboration and Communication Plan

B. Fall 2012 *(Focus: Inyo C&C Plan, Preparing for Kick-Off of Assessment)*

1. Conduct **additional Tribal interviews** for incorporation in Tribal C&C Plan due in early 2013
2. Draft **Inyo Collaboration and Communication (C&C) Plan**
3. Share draft Inyo C&C Plan in **public workshops** November 16 and 17.
    - Obtain public input on Tier 1 and Tier 2 outreach and involvement

methods.

- Obtain public input on ways members of the public and organizations can support the planning process with volunteer assistance or other resources.

4. Incorporate public input and **finalize Inyo C&C Plan** in December
5. **Post final Inyo C&C Plan** to website and announce via Tier 1 outreach methods.

C. Preliminary Overview of Involvement Opportunities for 2013

A more detailed schedule with specified opportunities will be available in January.

1. Early February – Announce inauguration of plan revision process and planned public involvement opportunities
2. Conduct Round One public involvement
    i. All Tier 1 Involvement
    ii. Includes Public Kickoff Workshops
        1. Early February
        2. 2 or 3 locations.
        3. Review plan revision process, current status of bioregional assessment, Science Synthesis, summary of known information and references for 15 Assessment Topics. Solicit input on references, characterization of current conditions, and trends for the 15 Assessment topics
    iii. Tier 2 activities as supported by Forest resources, stakeholders and the community

3. February – April – Additional public involvement opportunities regarding conditions and trends.
4. Summer - Public involvement activities to present the assembled data to date and to obtain public input on the content of the Assessment Report.

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Appendix 2: Working Together: Agreements & Guidelines for Participating in Meetings

Use Common Conversational Courtesy: Avoid third-party conversations at the table. Do not interrupt others.

All Ideas and Points of View Have Value: All ideas have value in this setting. The goal is to achieve understanding. Simply listen; you do not have to agree. If you hear something you do not agree with or you think is "silly" or "wrong," please remember that the purpose of the workshop is to share ideas.

Be Honest, Fair, and as Candid as Possible: Help others understand you and work to

understand others.

Avoid Editorials: It will be tempting to analyze the motives of others or offer editorial comments. Please talk about YOUR ideas and thoughts. Avoid commenting on why you believe another participant thinks something.

Efficiency: People's time is precious; treat it with respect and "share the air."

Think Innovatively and Welcome New Ideas: Creative thinking and problem solving are essential to success. "Climb out of the box" and attempt to think about the problem in a new way.

Invite Humor and Good Will

Be Comfortable: Please feel help yourself to refreshments or take personal breaks. If you have other needs, please inform the meeting organizer.

Appendix 3: Process Agreements

- All meetings are open to the public.
- All meeting notes, informational materials, and products will be made available to the public in a timely manner.
- Participants will listen to one another, seeking to understand and learn from each other's perspective.
- The Forest Service seeks mutual understanding among participants and staff.
- The Forest Service seeks information from individuals, not consensus. The Forest Service can ask individual participants whether they agree with a recommendation. However, the Forest Service will not ask a group whether consensus exists among all participants.
- Participating in collaborative planning workshops does not limit anyone's activity during the National Environmental Policy Act (NEPA) process. Individuals who contribute collaboratively during the planning can participate in the NEPA process, including submitting formal comments or challenging decisions.

Appendix 4: Media Outlets

The Forest may work with the following media outlets to distribute information:

- Local bloggers

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- Magazines: AARP Magazine, Costco Magazine
- Newspapers: El Sol de la Sierra, Inyo Register, LA Times, Mammoth Times, The Sheet, Sacramento Bee, Santa Barbara News-Press, Santa Clarita Valley Signal, San Francisco Chronicle, San Jose Mercury News, Reno Gazette, Orange County Register, San Diego Tribune, Pahrump Valley News
- TV stations: Sierra Wave
- Radio stations: KSRW, KMMT, KIBS, KUNR

Appendix 5: Recent local collaboration and communication models

Items in this appendix stem from stakeholder interviews conducted in October of 2012. This list captures some initial stakeholder thoughts, recorded in this appendix for future reference as planning proceeds. This is not intended to be a comprehensive or final list. There will be ample additional public input opportunities on this and other topics after the Collaboration and Communication Plan is finalized.

The following processes were most frequently named by stakeholders as having methods or materials that may merit consideration as examples for Forest Planning.

- Casa Diablo fuels and smoke management project (communication)
- Devil's Postpile National Monument General Management Plan
- Lakes Basin Special Study (LABSS)
- Red's Meadow blowdown (communication)
- Sherwin Area Recreation Plan (SHARP)
- Sierra and Sequoia National Forests' Tribal Forums
- Travel Management Collaborative Alternatives Team
    - Some stakeholders loved how this process gave leadership to stakeholder groups to work things out among themselves, though they felt there were problems when the implemented decision did not always match their recommendations. Others felt the process was troublesome for lack of openness and potential issues with FACA. While there are caveats to be mindful of, involved stakeholders report successes within the group.

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Appendix 6: Potential Issues of Interest

Items in this appendix stem from stakeholder interviews conducted in October of 2012. This list captures some initial stakeholder thoughts, recorded in this appendix for future reference as planning proceeds. This is not intended to be a comprehensive or final list. There will be ample additional public input opportunities on this and other topics after the Collaboration and Communication Plan is finalized.

The following are issues that the National Forest knows stakeholders are interested in addressing. Some of these issues are at a planning level, and some are more site-specific. Through the Plan Revision process, the National Forest will need to look at the existing Plan to identify which issues may be missing or insufficiently addressed in the Plan. Some, but not all, stakeholder issues will be addressed through Plan Revision.

- Adaptive management & ability to modify Plan itself easily
- Biomass utilization
- Cell towers on federal land
- Climate change (vulnerability, resilience, adaptation, mitigation; impacts on water supply, migration patterns, habitat, fire, etc.)
- Damage from concentrated use
- Digital 395
- Dispersed camping opportunities
- Education of FS staff, public, and Indians about Indian rights
- Education of public about forest services (providing clean air and water), user ethics, forest hazards
- Emergency management (e.g. if people flee to forest from cities during disaster)
- Fire management
- Fish habitat
- Forest contribution to local economy
- Grazing
- Guidance for partnerships
- Habitat connectivity
- Impacts to surrounding communities from influx of users (waste disposal, medical services, law enforcement, etc.) – payment in lieu of taxes

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- Interpretation / signage of Indian history, significance, place names
- Invasive species
- Land tenure (e.g. June Mountain)
- Management of Inventoried Roadless Areas
- Marijuana cultivation (chemicals, violence)
- Mountain biking / lack of single-track trails
- Old growth forest
- Permits for Indian traditional practices and uses
- Pine bark beetle
- Plan for growing use / more visitors
- Potential listing of sage grouse or other species in future
- Protection of sacred sites
- Public access
- Recreation enhancement
- Renewable energy development, esp. wind
- Restoration efforts
- Scenic byway designation
- Special designations, e.g. wilderness or wild and scenic
- Sustainable management
- Timber
- Trail designations, including Travel Management Subpart A
- Upgrading facilities
- Visitor education / interpretation / signage
- Volunteer coordination / monitoring
- Wildland Urban Interface (WUI)

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Appendix 7: Stakeholder initial suggestions for meeting structure / facilitation techniques

Items in this appendix stem from stakeholder interviews conducted in October of 2012. This list captures some initial stakeholder thoughts, recorded in this appendix for future reference as planning proceeds. This is not intended to be a comprehensive or final list. . There will be ample additional public input opportunities on this and other topics after the Collaboration and Communication Plan is finalized.

Interviewees mentioned the following tips for meeting structure and facilitation, in addition to ideas represented elsewhere in this Plan:

- Good documentation is important. Have a court reporter to take dictation from folks who are not writers.
- If individuals are acting counter-productively in meetings, talk offline with their group leadership to encourage more positive participation.
- If people develop shared agreements, have them sign documentation of that agreement.
- If using collaboration, be clear in advance about how recommendations will be used and who is making the final decision.
- Keep in mind that those who attend meetings are not necessarily representative of the broader population; at times organized efforts are made to "pack the meeting" with supporters of one viewpoint.
- Make materials available and downloadable online instead of or in addition to sending via email.
- Meetings are more likely to be well-attended if they are supported / hosted / advertised by community groups.
- Prevent participants who may be perceived as angry or threatening from congregating by meeting room exits. Have staff members available in the back of the room to talk with participants who need to vent.
- Quick turnaround of notes, posted to website, increases process credibility and utility of the notes for the participant.
- Some participants prefer to seek common ground in stakeholder groups that are led by stakeholders with minimal support from the agency to which the group will be making recommendations; others have concerns about exclusion of voices and application of the Federal Advisory Committees Act to this type of group.
- Take care to be inviting to the average citizen who does not necessarily know

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the jargon or have knowledge of the history or agencies.

- Use digital maps from Google Earth that stakeholders can match up with their own GPS waypoints.
- Use food and field trips to encourage social interaction.
- Use third party facilitation to create a safe atmosphere. Emphasize the enforcement of courtesy rules.
- Don't use adaptive management as a way to make questionable management practices more acceptable. Realize that monitoring plans are often under-funded and not fully implemented.
- Have clear triggers for actions and responsible parties designated to take those actions.
- Have scientists at public meeting to explain the science and the peer review process.

Appendix 8: Potential Additional Community Partners

- 4H Clubs
- Big Pine Indian Education Center (youth programs)
- Chambers of commerce
- Chico State University
- Children in Nature Network
- Churches, church youth groups
- Civic clubs (e.g. in Big Pine and Independence)
- Community centers: Big Pine, Esmeralda County, Lee Vining, Crowley Lake, June Lake
- Fish Lake Valley Park Board
- Friends of the Inyo youth program
- Future Farmers of America (e.g. in Lone Pine)
- Grazing industry associations
- Hotel association
- June Lake Citizens Advisory Committee

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- LA CAUSA
- Lions clubs
- Local high schools student government and student associations, e.g. for Native American students and Bishop High School Club Latino
- Los Angeles Department of Parks and Recreation youth programs
- Mining industry associations
- Mono County Regional Planning Advisory Committees (RPACs)
- Mono Lake Committee youth program
- Public health organizations (links to underserved communities)
- Public TV stations
- Rotary clubs
- Serracoso Community College, especially classes linked with land management or planning
- Student Conservation Alliance

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AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
20

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time 10:30 a.m. ☐ Closed Session ☒ Informational

FROM: County Administrator / County Counsel / Planning

FOR THE BOARD MEETING OF: December 11, 2012

SUBJECT: Consideration of Agreement Proposed By BrightSource Energy For The Hidden Hills Solar Energy Generating System Project

INTRODUCTION

BrightSource Energy (BrightSource, or BSE) has submitted an application to the California Energy Commission (CEC) for the Hidden Hills Solar Energy Generating System (HHSEGS). The project consists of two 250-megawatt solar thermal power plants adjacent to each other in southeast Inyo County.[1] The project site is about 5.1 square miles in area north of Old Spanish Trail just west of the Nevada border in Charleston View. The site is located on private property, comprising approximately 3,200 acres which is approximately 3% of all private land in the County (not including any additional mitigation land within Inyo County that the CEC is likely to require the project to provide). The proposed power plant includes two approximately 750-foot towers each surrounded by 85,000 mirrors that focus sunlight on boilers at the top of the towers; this runs generators near the base of the towers to produce electricity. The project will also utilize natural gas to supplement heat generation. The electricity is expected to be conveyed to California via power lines through Nevada; the Bureau of Land Management's (BLM) Southern Nevada District Office is preparing an Environmental Impact Statement for the electric transmission line and a natural gas pipeline that will supply gas to the proposed project. The project is expected to employ up to 2,300 construction workers during its peak construction period, and proponents claim it will employ 100 workers to operate the power plant. Only a fraction of these jobs are expected to be held by Inyo County residents.

The CEC has exclusive permitting jurisdiction over the project pursuant to the Warren Alquist Act (Public Resources Code, Section 25000 et seq.). This means that the County is not the permitting agency. While the CEC must consider whether the project complies with the County's laws, regulations and ordinances, the CEC is not required to disapprove the project if it is not in compliance with such laws, regulations and ordinances. Its review process is a certified regulatory program under the California Environmental Quality Act, which means that the environmental analysis the CEC undertakes as part of its permit process satisfies CEQA requirements. The CEC has issued a Preliminary Staff Assessment for the project, and the Final Staff Assessment is expected to be issued later this month. A committee consisting of two Commissioners and a Hearing Officer presides over the proceedings, with the full Commission rendering a decision based on the recommendation of the Committee. Under the current schedule, a final decision is anticipated in early 2013.

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1 Refer to the CEC's website for the project at http://www.energy.ca.gov/sitingcases/hiddenhills/ for more information regarding the project and the CEC entitlement process.

The State of California believes that the project is largely excluded from having to pay property tax. Because of the proximity of the project to Pahrump and Las Vegas, it is expected that almost all of the project's construction workers will reside in those areas and spend their money in those areas. As a result of these circumstances, the County has concluded that the project will likely be a significant cost to the County rather than a source of revenue.

For over a year, County staff and company representatives have engaged in discussions regarding various agreements that might ensure that the project does not negatively impact County programs and services and, ideally, provides some economic benefit to the County. Most recently, these discussions have centered on developing a sales tax agreement that would guarantee the County will receive a specific amount of General Fund sales tax revenue from the project; primarily as a result of construction expenditures on equipment, materials, and supplies that would be purchased (unlikely) or used (likely) in Inyo County during the project's 30-month construction period. In accordance with these discussions, County staff developed and submitted to BSE a draft of a proposed sales tax agreement. BSE did not accept the County's draft and instead submitted a red-lined version of the draft agreement to the County.

The red-lined draft of a proposed *Agreement Between the County of Inyo, California, and BrightSource Energy* (BSE Agreement - Attachment A) is being presented to your Board for consideration at the request of BSE. Company officials have asked for an opportunity to address the Board of Supervisors and make a presentation regarding the merits of their proposal. For comparison, and possible consideration, a copy of the sales tax agreement developed by County staff in October (County Agreement) is provided as Attachment B.

DEPARTMENTAL RECOMMENDATION:

For the reasons presented below, Staff is unable to endorse the agreement proposed by BrightSource Energy, and recommends that your Board of Supervisors decline the agreement as presented. However, your Board may wish to consider authorizing the Chair to sign the agreement originally proposed by staff to BrightSource Energy, and on which BSE's proposed agreement is based, contingent on all required signatures being obtained by December 30, 2012.

SUMMARY DISCUSSION:

The BSE Agreement

The BSE Agreement (Attachment A) provides the County with a guaranteed payment of $8,800,000 18-months after the Hidden Hills power plant commences operations. The amount of the payment will be reduced by the amount of sales tax (specifically, the 0.75% Bradley-Burns local tax allocation) received in the County General Fund, and attributable to the HHSEGS project, from the commencement of construction until 18-months after construction is complete. The agreement also provides for other possible off-sets and credits that could be applied against the $8.8 Million dollar payment (e.g., if a renewable energy license fee similar to Riverside County's is passed by the Board of Supervisors or imposed by a citizens' initiative; County fees specific to the project; the project being found not to be exempt from full property tax assessments). Essentially, if the County collects the amount of sales tax from the project as

estimated by BSE, the company's obligation to the County under the BSE Agreement after the project begins to produce electricity could be zero dollars, and will most likely be less than $1 Million. In exchange for the guarantee of $8.8 Million of, essentially, sales tax revenue, the County will be required to provide a letter to the California Energy Commission that states:

1. The $92,921,000 in cost impacts to County programs and services from the construction and operation of the Hidden Hills project, as described in the County's February 16, 2012, letter to the CEC (Attachment C), have been resolved;

2. "There will be no significant adverse direct, indirect, or cumulative socio-economic impacts to County of Inyo as a result of the increased need to provide County services relating to the construction and operation of the proposed project" on County departments;

3. The County withdraws its request that the California Energy Commission impose a condition on the project ensuring that the County receives at least $84.5 Million of the $86.5 Million in revenue projected in the CEC's socio-economic analysis by requiring BrightSource to guarantee this revenue to the County; and,

4. The doubling of the number of construction workers (from 1,100 to nearly 2,300) and other changes in the project description, revealed by BrightSource in October, does not create additional impacts on County programs and services not previously identified by the County, and that the County maintains that all of its cost-impacts have been resolved.

The BSE Agreement does provide that BrightSource will pay the County a fee (distinguished from a penalty) of $10,000 for each heavy truck that uses Old Spanish Trail between the project site and Highway 127 in Tecopa to deliver, or return from delivering materials to the project during construction or operation. However, BrightSource rejects the County's request that the company pay for the cost of repairing this road segment as a result of damage caused by the use of the road by nearly 2,300 construction workers that will commute to the project site to build the power plant over a 30-month period. BrightSource also refuses to endorse nine (9) other road-related mitigation measures proposed in the CEC's Preliminary Staff Assessment.

The County Agreement

The Agreement developed by County staff in October (Attachment B) in response to discussions with BrightSource officials provides the County with a guaranteed payment of $7,800,000 18-months after the Hidden Hills power plant commences operations. Again, the amount of the payment would be reduced by the amount of sales tax received in the County General Fund, and attributable to the HHSEGS project, and the other potential off-sets and credits noted above would apply. In exchange, the County would acknowledge that $7.8 Million of its estimated $81,017,488 in non-road related impacts to County programs and services would be satisfied by the agreement, and the County would not seek monetary compensation in this amount ($7.8 Million) from the CEC. However, in significant contrast to BSE's proposed agreement, the County Agreement would allow the County to seek compensation or other mitigation from the CEC for project-related costs to County programs and services above the $7.8 Million.

The reason the County Agreement did not reference the entire $92,921,066 in costs cited in the County's February 16, 2012 letter to the CEC is because some of these costs are reduced by provisions in the County Agreement. Specifically, the $11.9 Million attributable to road-related impacts during construction ($8,157,000) and operation ($78,500 per year), are mitigated by memorializing originally-proposed CEC road mitigation measures; adding a $10,000 per truck penalty for use of Old Spanish Trail between the project and Tecopa in violation of the proposed prohibition of heavy trucks on this road segment during construction and operation of the project; and, the requirement for BrightSource to repair road damage attributable to the construction workforce of approximately 2,300 workers commuting to and from homes in other California counties on weekends.

Analysis

While the County Agreement and BSE Agreement are similar in many respects, with most sections being identical, the changes that BrightSource has imposed to the County Agreement are significant and unacceptable because they result in the County being asked to ignore significant financial risks being posed to it by the Hidden Hills project. Among the concerns staff has identified with the BSE Agreement, there are two primary issues that result in the recommendation to reject the BSE Agreement:

1. The BSE Agreement requires the County to waive all claims to socioeconomic impacts (costs to County programs and services) resulting from BrightSource's construction and operation of the Hidden Hills project. County department heads have conservatively estimated the costs the County will incur as a result of BrightSource's project at $92,921,066 during the power plant's construction and first 25-years of operation ($81,017,488 if road-related costs are excluded). The County transmitted these socioeconomic impacts to the California Energy Commission in its February 16, 2012, letter (Attachment C). These cost impacts were also enumerated, and acceptable mitigation measures and payments identified, in Resolution 2012-29, adopted by your Board on July 17, 2012, and subsequently transmitted to the CEC (Attachment D).

   In exchange for agreeing to waive all these mitigation measures and payments, BrightSource is only willing to guarantee the County $8.8 Million, most, if not all of which will be comprised of sales tax revenue that BrightSource will have to pay (to the County, or some other jurisdiction) in any case.

2. The ability of the agreement to alleviate the likelihood of the County incurring road-related costs from the construction and operation of the project – namely by provisions establishing penalties for heavy trucks using Old Spanish Trail between Hidden Hills and Tecopa, and BrightSource funding the costs of repairing all road damage from its construction workforce – has been eroded by BrightSource's refusal to fund the cost of road repairs attributable to its construction workforce; and its challenge to road mitigations already proposed for the project by the CEC in the Preliminary Staff Assessment.

It should be noted that the County Agreement poses its own risks and presents concerns that are carried over to the BSE Agreement. Chief among these is that presumed sales tax payments to the County, which the State Board of Equalization makes to the County in arrears on a quarterly

basis, are likely to be realized only after the County has incurred its initial costs during construction of the Hidden Hills project. This concern is exacerbated if sales tax revenues fail to materialize, and the County's receipt of the $7.8 Million, or some portion thereof is delayed until 18-months after the facility starts generating electricity. In this case, the County may have already incurred over $12.8 Million in costs for program and service impacts (which will be greatest during the Hidden Hills' construction period) before it realizes the guaranteed revenue.

Additionally, although BSE is obligated to guarantee that the County will receive $7.8 Million in sales tax, the County Agreement does not contain provisions that BrightSource require its project contractor and sub-contractors make an otherwise discretionary election to the State Board of Equalization for direct allocation of sales tax to the job-site. BrightSource officials indicated they opposed such a condition, but by requiring its contractor and sub-contractors to seek the direct allocation of sales tax to the job site, BrightSource could ensure that Inyo County's sales tax revenues were fully maximized. It should be noted that a failure by BSE to make the direct allocation election could reduce the County's share of sales tax by over $3 Million. This risk is another reason why the County Agreement allows the County to seek mitigation from the CEC for costs to the County which exceed $7.8 Million.

Common to both proposed Agreements is the reliance on BrightSource's estimate of sales and use taxes that will be generated by the HHSEGS project (Attachment E) for arriving at the $7.8 Million in sales tax expected to accrue to the County's General Fund as a result of HHSEGS construction activities. BrightSource estimates that the Hidden Hills project will make $1.05 Billion in construction expenditures on equipment, materials and supplies that will either be purchased or used in Inyo County. This $1.05 Billion in construction expenditures is expected to generate $81.375 Million in total sales and use tax revenue, of which $46.620 Million will go directly to the State of California. Of the remaining $34.755 Million shown as being allocated to the county (lowercase "c" intentional), only $7.875 Million is expected to accrue to the Inyo County General Fund. The funding shown as allocated to the county in the State Local Public Safety Fund ($5.250 Million) and State Local Health and Human Services Fund ($5.250 Million) State Local Revenue Fund ($11.130 Million) will actually go to the State of California which will then allocate the funds among all counties in the state using program-specific formulas (e.g., the county allocation formula for AB 109). There is no correlation between the amount of money collected and the amount distributed by the State per the formulas for these taxes.

While far from sufficient to pay for the cost of all of the identified impacts the construction and operation of the Hidden Hills project will have on County programs and services – which totals more than $92.921 Million during the construction and first 25-years of operation of the power plant – staff views the development of a sales tax agreement as a good first step toward assuring the County receives at least some funding to begin to offset the costs the County will incur as a result of the project. In other words, a sales tax agreement could provide a dollar-to-dollar approach to begin to identify funds the Board of Supervisors would have available to consider appropriating for increased program and service costs attributable to the Hidden Hills project when it considers future County Budgets. This concept is embodied in the County Agreement by the language contained in Section 3.2 (Non-Road Impact Costs):

> the County agrees that $7,800,000 of the County's estimated non Road-related impact costs resulting from the construction and operation of the Project are satisfied and the County will not seek monetary compensation in such amount from the CEC during or after its review

> process of the Hidden Hills application. To the extent that the County's estimated non Road-related impact costs resulting from the construction and operation of the Project exceed $7,800,000, the County may seek additional mitigation, including monetary mitigation, from the CEC during or after its review process

This dollar-to-dollar approach is a departure from how California cities and counties typically mitigate impacts from development projects, but it is one that needs to be considered in light of the State of California's processes and statutes for permitting solar thermal power plants like the Hidden Hills project. Typically, impacts to county or city services from the development of a project would be mitigated as part of the conditions imposed on the project by its permit. Any sales or property tax revenue accruing to the jurisdiction would be discretionary revenue that the local governing body would choose to spend however it sees fit for the benefit of the entire community. However, the Public Resources Code provides the California Energy Commission with the ability to consider any revenue (including discretionary revenues like sales and property taxes) that might accrue to a jurisdiction as being available to the jurisdiction to mitigate a solar thermal power plant's impacts, rather than simply requiring the project to mitigate the impacts outright. (In the case of the Hidden Hills project, the CEC's socioeconomic consultant goes so far as to suggest the County invest the sales tax proceeds it receives during project construction phase so it has money available to fund impacts from Hidden Hills operations in the outlying years.) This deprives local jurisdictions of discretionary revenue, and limits the ability of local governing bodies to exercise independent budget authority.

The ramifications of the Public Resources Code will affect how the California Energy Commission ultimately mitigates the impacts of the BrightSource Hidden Hills project on Inyo County, and should be taken into account by your Board when considering any agreement with BrightSource Energy. The socioeconomic impact report contained in the CEC's Preliminary Staff Assessment for the Hidden Hills project expresses the estimated project induced stream of costs and revenues to the County, over a 28-year period that includes both the approximately 3-year construction period and the first 25 years of the generating system's operation, in terms of their *present value.* To calculate their present value, the stream of revenues and costs are discounted at 5.2 percent. Using the County's original estimate of costs (approximately $11,100,000 during construction and $1,700,000 per year during operation) with the CEC report's estimate of expected revenue to the County ($86,500,000 during construction and $1,000,000 per year during operation), the CEC report calculated a net present value of a positive $61,000,000 with the discounted value of the County's cost totaling only $31,000,000. When using the CEC report's much lower estimate of County expenditures ($2,800,000 during construction and $390,000 during operation), the CEC report presents a net present value calculation of a positive $88,200,000 with the discounted value of the CEC's estimated County costs totaling only $4,100,000. In order to put the BSE proposal into the perspective suggested by methodology of the CEC, Gruen Gruen + Associates (GG+A) calculated the net present value of the $8,800,000 construction period proposal of BSE with the approximate $100,000 per year likely to flow to the County for the next 25 years, given the manner in which legislated exemptions could dramatically lower the assessed property value of the solar project. The result of GG+A's calculation suggests the effect of the proposed BSE deal would be a net present value loss to the County of $21,855,000.

The CEC report also estimates the County will receive $92.2 Million (Net Present Value) in revenue during the life of the project, (with $86.5 Million being received during the first 29 months of project construction). The County certainly disagrees with the CEC's assessment o f the project's impacts on County programs and services; noting the CEC's lack of expertise and experience in actually delivering such services, and much less determining the actual cost of doing so. However, in its response to the CEC's Preliminary Staff Assessment, the County indicated it might be able to accept the CEC's impact analysis, if the CEC would provide a guarantee for the amount of revenue its analysis projected as accruing to the County.

The $92.9 Million in projected County revenues contained in the CEC's analysis – and for which the County is seeking some sort of binding assurance from the CEC – stands in marked contrast to the $8.8 Million that BrightSource is offering to the County — on the condition that the County waive the right to seek mitigation from the CEC for any costs in excess of the $8.8 Million. In considering the BSE Agreement, the fundamental question might be, "Although the BSE Agreement guarantees that the County will receive $8.8 Million in sales tax revenue, is that guarantee sufficient to warrant the County giving up its rights to seek mitigation for costs in excess of $8.8 Million through the California Energy Commission process? Staff believes that the answer is a resounding, "No." With respect to the County Agreement, the answer is probably that, "It would not hurt," since the County would receive sales tax that BSE will have to pay in any event, and the County would preserve its ability to seek mitigation for costs in excess of the $7.8 Million guarantee.

ALTERNATIVES:

Your Board can elect to accept the agreement proposed by BrightSource Energy and authorize the Chair to sign the agreement contingent on all required signatures being obtained. This is not recommended for the reasons discussed above.

Your Board could also consider authorizing the Chair to sign the agreement prepared by staff (Attachment B) contingent on all appropriate signatures being received by a specific date.

Your Board could provide additional direction to staff based on today's discussion.

OTHER AGENCY INVOLVEMENT:

The California Energy Commission is the sole permitting authority for the Hidden Hills project. The Bureau of Land Management's Southern Nevada District Office is preparing an Environmental Impact Statement for the electric transmission line and a natural gas pipeline that will supply gas to the proposed project. Other Federal and State permitting agencies are commenting on the project, as is the Southern Inyo Fire Protection District. Other agencies in southeast Inyo County, including the Death Valley Unified School District, will be impacted by the project.

***FINANCING*:**

Long-term costs to the County as a result of the BrightSource Hidden Hills project will be substantial, based on the costs identified by County Departments and revenues projected by BrightSource.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: ✓ Date 12-5-12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: _____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date_____

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

_____ Date: 12-05-2012

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

_____ Date: 12-5-12

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

_____ Date: 12-5-12

ATTACHMENT A
BrightSource Energy Agreement

CONFIDENTIAL AND PRIVILEGED
FOR DISCUSSION

AGREEMENT BETWEEN THE COUNTY OF INYO, CALIFORNIA AND BRIGHTSOURCE ENGERGY

This Agreement (the "Agreement") is entered into this _____, 2012 by and between the County of Inyo, California, a political subdivision of the State of California ("County"), and Hidden Hills Solar I, LLC and Hidden Hills Solar II, LLC (collectively, "Hidden Hills Solar"). Hereinafter, the County and Hidden Hills Solar may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, Hidden Hills Solar proposes to develop a 500 MW solar thermal project located in Inyo County, California, to be known as the Hidden Hills Solar Electric Generating System ("HHSEGS" or "the Project"), on private property located in Township 22 North, Range 10 East, Sections (or portions thereof) 15, 16, 20, 21, 22, 23, 26, 27, and 28; assessor parcel numbers 048-110-002, 048-120-010 and all parcels in Book 048 pages 50, 60, 61, and 64 through 71. The Project will be located on properties leased from the Roland John Wiley Trust, the Mary Wiley Trust, Section 20, LLC and Peggy Tsiamis.

WHEREAS, under the Warren-Alquist State Energy Resources Conservation and Development Act ("Warren-Alquist Act"), beginning at Section 25500 of the Public Resources Code, construction and operation of the Project is subject to approval by the California Energy Commission ("CEC") which must certify the site and related facilities before the Project can be constructed.

WHEREAS, Hidden Hills Solar has submitted an application for certification of the Project to the CEC.

WHEREAS, Title 21 of the Inyo County Code, sets forth the County's procedures and standards for the issuance of a Renewable Energy Permit which would have to be granted by the County before the Project could be constructed, but for the exclusive jurisdiction of the CEC. Title 21 mandates mitigation for both environmental and economic impacts caused by a project as a condition of a Renewable Energy Permit.

WHEREAS, Hidden Hills Solar has estimated that a minimum of $7,800,00 of California Sales/Use tax will be allocated to Inyo County during the construction of the Project.

WHEREAS, Hidden Hills Solar is willing to guarantee payment to Inyo County of $7,800,000, plus an additional $1,000,000, for a total of $ 8,800,000, subject to the credits and conditions stated herein.

WHEREAS, by this Agreement, the parties (1) agree ~~upon~~ that this~~a~~ payment by Hidden Hills Solar to the County ~~to~~will offset the costs of ~~some of~~ the economic impacts to the County with respect to each of the County offices and departments listed in Table 1 of the County's letter of

February 16, 2012 to the CEC that will result from the Project; (2) ~~and~~ agree upon certain measures to mitigate impacts resulting from the Project to a County road; and (3) agree to jointly develop and recommend to the CEC the inclusion of these mitigation measures as conditions of certification.

WHEREAS, the Parties intend this Agreement to be binding on each party, its successors and assigns and acknowledge the receipt of adequate consideration for their entry into this Agreement.

ARTICLE 1
ECONOMIC MITIGATION PAYMENT

1.1 Agreed Upon Payments. As provided below, the parties will recommend to the CEC that it include as final conditions of certification the payments described in this Article.

1.2 Payment and Time of Payment. No later than the first day of the eighteenth month following the Commencement of Operation of the Project ("Payment Date"), Hidden Hills Solar shall pay to the County ~~Seven~~ Eight Million Eight Hundred Thousand Dollars ($~~7~~8,800,000.00), (hereinafter referred to as "Payment") subject to the credits set forth herein.

1.3 Credits. The Payment shall be reduced by the following credits.

1.3.1- .75% Bradley-Burns Sales Tax Receipts. The Payment shall be reduced by the amount of sales tax received before the Payment Date by the County General fund for County operations and attributable to the .75% Bradley-Burns local tax allocation collected directly from the construction of the Project. In the event a dispute arises concerning the amount of such sales tax allocations, the party contesting the allocation shall bear the cost of any audit undertaken to verify the accuracy of the allocation.

1.3.1(a) If Hidden Hills Solar elects to reduce the payment provided for in Section 1.2, above, by the .75% Bradley-Burns local tax allocation collected directly from the construction of the Project, once a quarterly, Hidden Hills Solar shall provide to the County the quarterly sales tax report for the previous quarter from any and all contractors or sub-contractors which designate the project site as the point of sale for sales tax purposes during the construction of the Project. The County shall verify the alleged payments identified in the reports with its quarterly allocation of sales tax received from the Board of Equalization. The County shall promptly notify Hidden Hills Solar should the County identify any discrepancy and the parties shall meet and confer to resolve the discrepancy.

1.3.2 Property Tax. The Payment shall be reduced by a portion of the property tax received by the County General Fund before the Payment Date but only to the extent that the property tax received is a result of a final determination that the exclusion provided for under California Revenue and Taxation Code Section 73 does not apply to the Project. The Payment shall not be reduced by the portion of the property tax received that is not a result of such a determination.

1.3.3 "Sun Tax". In the event the County enacts a special assessment, fee or other tax which applies exclusively to the generation of solar energy, the Payment shall be reduced by the amount any revenues received by the County prior to the Payment Date as a result of such assessment or tax on the Project.

1.3.4 Fees. In the event any fee is charged by the County exclusively to the Project and not routinely charged to other developers or not authorized by existing County ordinances or resolutions, the Payment shall be reduced by the amount any revenues received by the County prior to the Payment Date as a result of such fee. Hidden Hills Solar shall pay all other Project related fees and costs to the County in the same manner and amount as charged to other developers and as required by County Code, ordinances and/or resolutions and the Payment shall not be reduced by the amount of such fees and costs paid by the Project.

1.4 Calculation of Payment. Not later than 60 days prior to the Payment Date, the County will provide Hidden Hills Solar with a written notice of the amount of the Payment together with an itemization of any credits against the Payment as provided in 1.3. Within 30 days of receipt of the notice, Hidden Hills Solar shall notify the County if it objects to the amount of the payment and its reasons for such an objection. Within 10 days of receipt of such notice, County and Hidden Hills Solar shall meet and confer in a good faith attempt to resolve the objections. By the Payment Date, Hidden Hills Solar shall pay to the County the amount specified in the County's notice or, if the parties have agreed upon a different amount, the amount agreed upon.

ARTICLE 2
OLD SPANISH TRAIL HIGHWAY MITIGATION MEASURES

2.1 Agreed Upon Mitigation Measures. As provided below, the parties agree to the following mitigation measures and will further recommend to the CEC that it include ~~as final conditions of certification~~ the mitigation measures described in this Article as part of the jointly developed Conditions of Certification described in Section 2.2.2.

2.2.2 Old Spanish Trail Highway Mitigation. The road to the west of the Project site and terminating at California State Highway 127 is called the "Old Spanish Trail Highway." The parties agree to develop and jointly submit to the CEC proposed Conditions of Certification (hereinafter "COC") which COCs are intended to prevent project-related heavy truck traffic on that portion of Old Spanish Trail Highway between the Project site and California State Highway 127. The mechanisms agreed to and that will be jointly recommended to the CEC for inclusions of the final conditions of certification to prevent heavy truck traffic from utilizing that portion of Old Spanish Trail Highway is as follows:

2.2.2(a) Heavy Truck Traffic During Construction: During the period between the Commencement of Construction and the Commencement of Operation of the Project, Hidden Hills Solar shall pay a per truck ~~fee~~penalty of $10,000.00 for each heavy truck which uses the portion of Old Spanish Trail Highway between California State Highway 127 and the Project site to deliver materials to the Project or to return after delivering materials to the Project site. Further, Hidden Hills Solar shall be required to reimburse the County for the cost of

repairing any damage caused to Old Spanish Trail Highway by such truck use. Such reimbursement shall be made to the County within 30 days of receipt by Hidden Hills Solar of an invoice from the County for the cost of such repairs, as provided for in Section 2.~~1~~2.2(~~dc~~), below.

2.2.2(b) Heavy Truck Traffic During Operations: Following the Commencement of Operations of the Project, Hidden Hills Solar shall pay a per truck ~~fee~~penalty of $10,000.00 for each heavy truck which uses the portion of Old Spanish Trail Highway between California State Highway 127 and the Project site to deliver materials to the Project or to return after delivering materials to the Project site. Hidden Hills Solar shall not be required to reimburse the County for the cost of repairing any damage caused to Old Spanish Trail Highway by such truck use. Such fee shall be paid to the County as provided for in Section 2.2.2(c) below.

~~**2.2.2(c) Workforce Traffic During Construction:** During the period between the Commencement of Construction and the Commencement of Operation of the Project, Hidden Hills Solar shall be required to reimburse the County for the cost of repairing any damage caused to Old Spanish Trail Highway by workforce traffic use. Prior to the Commencement of Construction, Hidden Hills Solar shall document the condition of the roadway, as provided for in COC Trans-3, which shall be shared with the County. The County shall inform Hidden Hills Solar of any damage in need of repair and invoice the cost of the repair to Hidden Hills Solar. Reimbursement shall be made to the County within 30 days of receipt by Hidden Hills Solar of the invoice.~~

2.2.2(c) If the County believes that a heavy truck has used the portion of Old Spanish Trail Highway between California State Highway 127 and the Project site to deliver materials to the Project or to return after delivering materials to the Project site, within 10 days of learning of such use, the County shall provide an invoice for the ~~fee~~penalty together with a written notice to Hidden Hills Solar providing the date and time of such use and, to the extent possible, a description of the heavy truck and the actual or expected costs of any repairs to the road caused by the heavy truck use. Within 15 days of the receipt of such notice, Hidden Hills Solar shall notify the County if it objects to the ~~fee~~penalty and/or to the amount of the repair costs together with its reasons for such an objection. Within 10 days of receipt of such notice, County and Hidden Hills Solar shall meet and confer in a good faith attempt to resolve the objections. If Hidden Hills Solar and the County are unable to resolve the objection, the parties agree to submit the matter to the Compliance Project Manager ("CPM") ~~shall~~ to make the final determination. As appropriate, within 10 days of ~~the~~ an agreement at a meet and confer meeting, or within 10 days of a CPM decision, Hidden Hills Solar shall pay to the County any ~~penalty~~fee and repair costs specified by the CPM or, if the parties have agreed upon a different amount, the amount agreed upon.

~~**2.2.3 Other Highway-Related Mitigation Measures:** The parties hereby agree to Conditions of Certification Trans-1 through Trans-9 in the form recommended in the Preliminary Staff Assessment, as amended herein, and shall recommend that the CEC include those conditions as final conditions of certification.~~

Comment [ESH1]: We would like to discuss which provisions of TRANS-1 through TRANS-9 are most important to the County. HHSEGS has submitted comments expressing implementation concerns with these conditions to the CEC, and proposed several changes to each of these conditions.

2.4 Enforcement of Mitigation. The parties agree that the mitigation measures described in this Article 2, shall be binding and enforceable notwithstanding whether such conditions are included as conditions of certification in the final order of the CEC granting the application for certification.

ARTICLE 3
ACKNOWLEDGEMENT OF MITIGATION OF CERTAIN IMPACTS

3.1 Road Impact Costs During Construction. In consideration for the agreement by Hidden Hills Solar to the mitigation set forth in Article 2, the County agrees that it will not seek monetary compensation from the CEC during or after its review process of the Hidden Hills Solar application for impact costs resulting from any project-related use of the Old Spanish Trail Highway by heavy trucks. ~~The County has presented an estimate to the CEC that such impacts costs to the Inyo County Road Department would be$8,157,000.~~

3.2 Non-Road Impact Costs. The County has submitted an estimate to the CEC that the financial impacts to County, not including Road impacts, resulting from the construction and operation of the Project ~~would be $$81,000,000~~. In consideration of the agreement by Hidden Hills Solar to make the payment set forth in Article 1, the County agrees that this payment fully and completely satisfies and resolves the costs and impacts to the County offices and departments listed in Table 1 of the County's letter to the Commission dated February 16, 2012, ~~$7,800,000 of the County's estimated non-Road-related impact costs resulting from the construction and operation of the Project are satisfied~~ and the County will not seek monetary compensation ~~in such amount~~ from Hidden Hills Solar with respect to any costs that may be incurred by such Departments, directly or indirectly, as a result of construction or operation of the Project, including the costs relating to public roads owned and maintained by the County. ~~the CEC during or after its review process of the Hidden Hills application. To the extent that the County's estimated non-Road-related impact costs resulting from the construction and operation of the Project exceed $7,800,000, the County may seek additional mitigation, including monetary mitigation, from the CEC during or after its review process of the Hidden Hills Solar application to compensate the County for the costs of such anticipated economic impacts resulting from the construction and operation of the Project.~~

3.2.1 County release of claims. Upon execution of the agreement, County will submit a letter to the Commission stating that the following concerns raised in its February 16, 2012 letter and comments on the PSA have been resolved:

a. That there will be no significant adverse direct, indirect, or cumulative socioeconomic impacts to the County of Inyo as a result of the increased need to provide County services relating to the construction and operation of the proposed project, specifically the increased services necessary from the following County departments: Sheriff's Department, Health and

Human Services. Integrated Waste Management, Motor Pool, Inyo/Mono Agriculture Commissioner, Water Department, Information Services. and Assessor.

c. That the County's proposed "SOCIO-2 (Local Sales and Use Tax" condition of certification is no longer necessary, and that the County retracts this proposed condition.

d. That the increased worker numbers and other information contained in Applicant's October 1, 2012 filing does not affect County's determination that the concerns raised regarding potential impacts to Inyo County in the subject areas identified in Inyo County's February 16, 2012 letter to CEC Staff have been resolved.

ARTICLE 4
TERM

4.1 The term of this Agreement shall be until the decommissioning of the Project.

ARTICLE 5
DEFINITIONS

5.1 Commencement of Construction. The Commencement of Construction of the Project shall be deemed to occur upon the occurrence of the earlier of (a) a written notice of the determination by Hidden Hills Solar to proceed is given to the County, or (b) upon commencement of grading and compaction activities required for site preparation of the Project site.

5.2 Commencement of Operation. The Commencement of Operation of the Project shall be deemed to occur upon the first delivery of electricity from the Project pursuant to the Project's power purchase agreements.

5.3 Heavy Trucks. A heavy truck is a vehicle which is larger than a one-ton truck.

ARTICE 6
MISCELLANEOUS

6.1 Governing Law. This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of California.

6.2 Joint Effort. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.

6.3 Captions. The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

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

6.5 Time is of the Essence. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Agreement.

6.6 Authority. Hidden Hills Solar hereby represents and warrants to the County that the persons who have executed this Agreement have been authorized to do so by Hidden Hills Solar.

6.7 Other Agreements/Documents. Each Party hereby represents and warrants to diligently pursue negotiation and execution of any agreements and documents identified herein, and/or any other agreements or any other project to be undertaken pursuant to this Agreement.

6.8 Notices. All notices to be given hereunder shall be in writing and shall be served, either personally or by mail, postage prepaid, to the County or Hidden Hills Solar at the addresses set forth below, or to any other address provided by one (1) Party to the other Party in writing. Hidden Hills Solar reserves the right to change the identity of the Party to whom notices to Hidden Hills Solar hereunder should be sent by notifying the other Party in writing. The effective date of such written notice shall be the date of personal delivery or the date of receipt by certified mail

Notices to the County:

Clerk of the Inyo County Board of Supervisors
P.O. Drawer N
Independence, California 93526

Notices to Hidden Hills Solar:

Hidden Hills Solar I, LLC and Hidden Hills Solar II, LLC,
Care of : BrightSource Energy, Inc.
1999 Harrison Street, Suite 2150
Oakland, California 94612
Attention: Stephen Wiley
Phone: (510)-899-8938
Fax: (510) 550-8165

with a copy (which shall not constitute notice) to

BrightSource Energy, Inc.
1999 Harrison Street, Suite 2150
Oakland, California 94612
Attention: General Counsel
Phone: (510) 250-8154

6.9 Venue. In the event that suit shall be brought by any Party, the Parties agree that trial of such action shall be held in a State Court of the County of Inyo.

6.10 Entire Agreement. This Agreement, together with the other agreements referenced herein, contains the entire understanding between the Parties with respect to the subject matters herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed or referenced herein. This Agreement may not be amended except by written instrument signed by all the Parties.

6.11 No Third Party Beneficiary. The Parties hereto mutually agree that this Agreement is for their sole benefit and is not intended by them to be, in part or in whole, for the benefit of any third party. There is no third party beneficiary to this Agreement.

6.12 Assignment.

6.12.1 Generally. This Agreement shall be binding upon, and inure to the benefit of, each of the Parties and their respective successors and permitted assigns. Except as provided in Section 5.12.2, no Party shall assign this Agreement or its rights or interests hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

6.12.2 Certain Exceptions. Notwithstanding the provisions of Section 5.12.1, the Parties agree that Hidden Hills Solar may, upon not less than ten (10) business days' prior written notice to the County, but without County's prior written consent, assign, pledge or otherwise transfer, in whole or in part, its rights and delegate its duties under this Agreement to (a) an Affiliate of Hidden Hills Solar, (b) a successor-in-interest by merger, consolidation or reorganization, (c) a purchaser or other transferee of the Project, or (d) in connection with any debt or equity financing of the Project; and the County agrees to enter into such direct agreements and other documents as may be reasonably required or requested by Hidden Hills Solar or its finance parties in connection with such assignment, pledge or transfer made in connection with any such debt or equity financing. Any assignee of Hidden Hills Solar under this Agreement shall agree in writing to be bound by all of the terms, covenants and conditions of this Agreement. Upon execution of an express written assumption in connection with (i) an assignment of Hidden Hills Solar's rights and obligations hereunder, or (ii) a direct agreement or similar document entered into by the County pursuant to this Section 5.12.2, Hidden Hills Solar shall be automatically released from any and all obligations hereunder. As used herein, the terms "Affiliate of" or "entity affiliated with" a specified entity or person means any other entity or person that directly, or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the entity or person specified. For purposes of the foregoing, "control," "controlled by," and "under common control with," with respect to any entity or person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity or person, whether through the ownership of voting securities, partnership or member interests, by contract or otherwise.

6.12.3 Other Assignments Null and Void. Any assignment in violation of this Section 5.12 shall be null and void and of no force or effect whatsoever.

6.13 Development as a Private Undertaking. No partnership, joint venture or other association of any kind by or between the County and Hidden Hills Solar is formed, implied or deemed to have arisen by operation of this Agreement.

6.14 Further Assurances. Each Party shall promptly perform, execute and deliver or cause to be performed, executed and/or delivered any and all acts, deeds, and assurances, including the delivery of any documents, as either Party may reasonably require in order to carry out the intent and purpose of this Agreement.

6.15 Nonwaiver. Unless otherwise expressly provided in this Agreement, no waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to any Party shall impair such right or remedy or be construed as a waiver of any such right or remedy, whether theretofore or thereafter arising or occurring. The waiver by a Party of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

6.16 Statement of the Status of this Agreement. Within ten (10) business days' of receipt of a written notice from Hidden Hills Solar, requesting that the County execute, acknowledge and deliver to Hidden Hills Solar a statement in writing certifying that (a) this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and identifying each modification); (b) there are not, to the County's knowledge, any uncured defaults on the part of Hidden Hills Solar or County hereunder, or specifying such defaults if any are claimed; and (c) any other matters pertaining to this Agreement which Hidden Hills Solar or any prospective purchaser or encumbrancer, shall reasonably request, the County shall provide the requested statement. In the event that the County fails to deliver such statement within such ten (10) business day period, Hidden Hills Solar shall send a second notice (by registered mail or courier) requesting such statement be delivered by the County to Hidden Hills Solar within the five (5) business day period commencing with receipt of the second notice. The County's failure to deliver such statement within either of such time periods shall constitute a material breach of this Agreement.

6.17 Release on Performance. If Hidden Hills Solar ceases to be the owner of the Project and a new owner of the Project has fulfilled all or part of the obligations contemplated in this Agreement, then, to the extent Hidden Hills Solar has not previously been released from those obligations under Section 5.12.2 hereof, Hidden Hills Solar shall be relieved of those obligations under this Agreement which have been fulfilled by such new owner.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above by their duly authorized representatives as follows:

HIDDEN HILLS SOLAR I, LLC
By: Hidden Hills Solar Holdings, LLC, its sole member
By: BRIGHTSOURCE ENERGY, INC., its sole member
By: _____
Name: _____
Title: _____

HIDDEN HILLS SOLAR II, LLC
By: Hidden Hills Solar Holdings, LLC, its sole member
By: BRIGHTSOURCE ENERGY, INC., its sole member
By: _____
Name: _____
Title: _____

COUNTY OF INYO
[Signature block]

CONFIDENTIAL AND PRIVILEGED
FOR DISCUSSION

AGREEMENT BETWEEN THE COUNTY OF INYO, CALIFORNIA AND BRIGHTSOURCE ENGERGY

This Agreement (the "Agreement") is entered into this _____, 2012 by and between the County of Inyo, California, a political subdivision of the State of California ("County"), and Hidden Hills Solar I, LLC and Hidden Hills Solar II, LLC (collectively, "Hidden Hills Solar"). Hereinafter, the County and Hidden Hills Solar may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, Hidden Hills Solar proposes to develop a 500 MW solar thermal project located in Inyo County, California, to be known as the Hidden Hills Solar Electric Generating System ("HHSEGS" or "the Project"), on private property located in Township 22 North, Range 10 East, Sections (or portions thereof) 15, 16, 20, 21, 22, 23, 26, 27, and 28; assessor parcel numbers 048-110-002, 048-120-010 and all parcels in Book 048 pages 50, 60, 61, and 64 through 71. The Project will be located on properties leased from the Roland John Wiley Trust, the Mary Wiley Trust, Section 20, LLC and Peggy Tsiamis.

WHEREAS, under the Warren-Alquist State Energy Resources Conservation and Development Act ("Warren-Alquist Act"), beginning at Section 25500 of the Public Resources Code, construction and operation of the Project is subject to approval by the California Energy Commission ("CEC") which must certify the site and related facilities before the Project can be constructed.

WHEREAS, Hidden Hills Solar has submitted an application for certification of the Project to the CEC.

WHEREAS, Title 21 of the Inyo County Code, sets forth the County's procedures and standards for the issuance of a Renewable Energy Permit which would have to be granted by the County before the Project could be constructed, but for the exclusive jurisdiction of the CEC. Title 21 mandates mitigation for both environmental and economic impacts caused by a project as a condition of a Renewable Energy Permit.

WHEREAS, by this Agreement, the parties agree upon a payment by Hidden Hills Solar to the County to offset the costs of some of the economic impacts to the County that will result from the Project and agree upon certain measures to mitigate impacts resulting from the Project to a County road and agree to jointly recommend to the CEC the inclusion of these mitigation measures as conditions of certification.

WHEREAS, the Parties intend this Agreement to be binding on each party, its successors and assigns and acknowledge the receipt of adequate consideration for their entry into this Agreement.

CONFIDENTIAL AND PRIVILEGED
FOR DISCUSSION

ARTICLE 1
ECONOMIC MITIGATION PAYMENT

1.1 Agreed Upon Payments. As provided below, the parties will recommend to the CEC that it include as final conditions of certification the payments described in this Article

1.2 Payment and Time of Payment. No later than the first day of the eighteenth month following the Commencement of Operation of the Project ("Payment Date"), Hidden Hills Solar shall pay to the County Seven Million Eight Hundred Thousand Dollars ($7,800,000.00), (hereinafter referred to as "Payment") subject to the credits set forth herein.

1.3 Credits. The Payment shall be reduced by the following credits.

1.3.1 .75% Bradley-Burns Sales Tax Receipts. The Payment shall be reduced by the amount of sales tax received before the Payment Date by the County General fund for County operations and attributable to the .75% Bradley-Burns local tax allocation collected directly from the construction of the Project. In the event a dispute arises concerning the amount of such sales tax allocations, the party contesting the allocation shall bear the cost of any audit undertaken to verify the accuracy of the allocation.

1.3.1(a) If Hidden Hills Solar elects to reduce the payment provided for in Section 1.2, above, by the .75% Bradley-Burns local tax allocation collected directly from the construction of the Project, once a quarterly, Hidden Hills Solar shall provide to the County the quarterly sales tax report for the previous quarter from any and all contractors or sub-contractors which designate the project site as the point of sale for sales tax purposes during the construction of the Project. The County shall verify the alleged payments identified in the reports with its quarterly allocation of sales tax received from the Board of Equalization. The County shall promptly notify Hidden Hills Solar should the County identify any discrepancy and the parties shall meet and confer to resolve the discrepancy.

1.3.2 Property Tax. The Payment shall be reduced by a portion of the property tax received by the County General Fund before the Payment Date but only to the extent that the property tax received is a result of a final determination that the exclusion provided for under California Revenue and Taxation Code Section 73 does not apply to the Project. The Payment shall not be reduced by the portion of the property tax received that is not a result of such a determination.

1.3.3 "Sun Tax". In the event the County enacts a special assessment, fee or other tax which applies exclusively to the generation of solar energy, the Payment shall be reduced by the amount any revenues received by the County prior to the Payment Date as a result of such assessment or tax on the Project.

1.3.4 Fees. In the event any fee is charged by the County exclusively to the Project and not routinely charged to other developers or not authorized by existing County ordinances or resolutions, the Payment shall be reduced by the amount any revenues received by the County prior to the Payment Date as a result of such fee. Hidden Hills Solar shall pay all other Project

related fees and costs to the County in the same manner and amount as charged to other developers and as required by County Code, ordinances and/or resolutions and the Payment shall not be reduced by the amount of such fees and costs paid by the Project.

1.4 Calculation of Payment. Not later than 60 days prior to the Payment Date, the County will provide Hidden Hills Solar with a written notice of the amount of the Payment together with an itemization of any credits against the Payment as provided in 1.3. Within 30 days of receipt of the notice, Hidden Hills Solar shall notify the County if it objects to the amount of the payment and its reasons for such an objection. Within 10 days of receipt of such notice, County and Hidden Hills Solar shall meet and confer in a good faith attempt to resolve the objections. By the Payment Date, Hidden Hills Solar shall pay to the County the amount specified in the County's notice or, if the parties have agreed upon a different amount, the amount agreed upon.

ARTICLE 2
OLD SPANISH TRAIL HIGHWAY MITIGATION MEASURES

2.1 Agreed Upon Mitigation Measures. As provided below, the parties agree to the following mitigation measures and will further recommend to the CEC that it include as final conditions of certification the mitigation measures described in this Article.

2.2.2 Old Spanish Trail Highway Mitigation. The road to the west of the Project site and terminating at California State Highway 127 is called the "Old Spanish Trail Highway." The parties agree to develop and jointly submit to the CEC proposed Conditions of Certification (hereinafter "COC") which COCs are intended to prevent project-related heavy truck traffic on that portion of Old Spanish Trail Highway between the Project site and California State Highway 127. The mechanisms agreed to and that will be jointly recommended to the CEC for inclusions of the final conditions of certification to prevent heavy truck traffic from utilizing that portion of Old Spanish Trail Highway is as follows:

2.2.2(a) Heavy Truck Traffic During Construction: During the period between the Commencement of Construction and the Commencement of Operation of the Project, Hidden Hills Solar shall pay a per truck penalty of $10,000.00 for each heavy truck which uses the portion of Old Spanish Trail Highway between California State Highway 127 and the Project site to deliver materials to the Project or to return after delivering materials to the Project site. Further, Hidden Hills Solar shall be required to reimburse the County for the cost of repairing any damage caused to Old Spanish Trail Highway by such truck use. Such reimbursement shall be made to the County within 30 days of receipt by Hidden Hills Solar of an invoice from the County for the cost of such repairs, as provided for in Section 2.1.2(d), below.

2.2.2(b) Heavy Truck Traffic During Operations: Following the Commencement of Operations of the Project, Hidden Hills Solar shall pay a per truck penalty of $10,000.00 for each heavy truck which uses the portion of Old Spanish Trail Highway between California State Highway 127 and the Project site to deliver materials to the Project or to return after delivering materials to the Project site. Hidden Hills Solar shall not be required to reimburse the County for the cost of repairing any damage caused to Old Spanish Trail Highway by such truck use.

2.2.2(c) Workforce Traffic During Construction: During the period between the Commencement of Construction and the Commencement of Operation of the Project, Hidden Hills Solar shall be required to reimburse the County for the cost of repairing any damage caused to Old Spanish Trail Highway by workforce traffic use. Prior to the Commencement of Construction, Hidden Hills Solar shall document the condition of the roadway, as provided for in COC Trans-3, which shall be shared with the County. The County shall inform Hidden Hills Solar of any damage in need of repair and invoice the cost of the repair to Hidden Hills Solar. Reimbursement shall be made to the County within 30 days of receipt by Hidden Hills Solar of the invoice.

2.2.2If the County believes that a heavy truck has used the portion of Old Spanish Trail Highway between California State Highway 127 and the Project site to deliver materials to the Project or to return after delivering materials to the Project site, within 10 days of learning of such use, the County shall provide an invoice for the penalty together with a written notice to Hidden Hills Solar providing the date and time of such use and, to the extent possible, a description of the heavy truck and the actual or expected costs of any repairs to the road caused by the heavy truck use. Within 15 days of the receipt of such notice, Hidden Hills Solar shall notify the County if it objects to the penalty and/or to the amount of the repair costs together with its reasons for such an objection. Within 10 days of receipt of such notice, County and Hidden Hills Solar shall meet and confer in a good faith attempt to resolve the objections. If Hidden Hills Solar and the County are unable to resolve the objection, the Compliance Project Manager ("CPM") shall make the final determination. As appropriate, within 10 days of the an agreement at a meet and confer meeting, or within 10 days of a CPM decision, Hidden Hills Solar shall pay to the County any penalty and repair costs specified by the CPM or, if the parties have agreed upon a different amount, the amount agreed upon.

2.2.3 Other Highway-Related Mitigation Measures: The parties hereby agree to Conditions of Certification Trans-1 through Trans-9 in the form recommended in the Preliminary Staff Assessment, as amended herein, and shall recommend that the CEC include those conditions as final conditions of certification.

2.4 Enforcement of Mitigation. The parties agree that the mitigation measures described in this Article 2, shall be binding and enforceable notwithstanding whether such conditions are included as conditions of certification in the final order of the CEC granting the application for certification.

ARTICLE 3
ACKNOWLEDGEMENT OF MITIGATION OF CERTAIN IMPACTS

3.1 Road Impact Costs During Construction. In consideration for the agreement by Hidden Hills Solar to the mitigation set forth in Article 2, the County agrees that it will not seek monetary compensation from the CEC during or after its review process of the Hidden Hills Solar application for impact costs resulting from any project-related use of the Old Spanish Trail Highway by heavy trucks. The County has presented an estimate to the CEC that such impacts costs to the Inyo County Road Department would be$8,157,000.

3.2 Non-Road Impact Costs. The County has submitted an estimate to the CEC that the financial impacts to County, not including Road impacts, resulting from the construction and operation of the Project would be $$81,000,000. In consideration of the agreement by Hidden Hills Solar to make the payment set forth in Article 1, the County agrees that $7,800,000 of the County's estimated non Road-related impact costs resulting from the construction and operation of the Project are satisfied and the County will not seek monetary compensation in such amount from the CEC during or after its review process of the Hidden Hills application. To the extent that the County's estimated non Road-related impact costs resulting from the construction and operation of the Project exceed $7,800,000, the County may seek additional mitigation, including monetary mitigation, from the CEC during or after its review process of the Hidden Hills Solar application to compensate the County for the costs of such anticipated economic impacts resulting from the construction and operation of the Project.

ARTICLE 4
TERM

4.1 The term of this Agreement shall be until the decommissioning of the Project.

ARTICLE 5
DEFINITIONS

5.1 Commencement of Construction. The Commencement of Construction of the Project shall be deemed to occur upon the occurrence of the earlier of (a) a written notice of the determination by Hidden Hills Solar to proceed is given to the County, or (b) upon commencement of grading and compaction activities required for site preparation of the Project site.

5.2 Commencement of Operation. The Commencement of Operation of the Project shall be deemed to occur upon the first delivery of electricity from the Project pursuant to the Project's power purchase agreements.

5.3 Heavy Trucks. A heavy truck is a vehicle which is larger than a one-ton truck.

ARTICE 6
MISCELLANEOUS

6.1 Governing Law. This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of California.

6.2 Joint Effort. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.

6.3 Captions. The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

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

6.5 Time is of the Essence. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Agreement.

6.6 Authority. Hidden Hills Solar hereby represents and warrants to the County that the persons who have executed this Agreement have been authorized to do so by Hidden Hills Solar.

6.7 Other Agreements/Documents. Each Party hereby represents and warrants to diligently pursue negotiation and execution of any agreements and documents identified herein, and/or any other agreements or any other project to be undertaken pursuant to this Agreement.

6.8 Notices. All notices to be given hereunder shall be in writing and shall be served, either personally or by mail, postage prepaid, to the County or Hidden Hills Solar at the addresses set forth below, or to any other address provided by one (1) Party to the other Party in writing. Hidden Hills Solar reserves the right to change the identity of the Party to whom notices to Hidden Hills Solar hereunder should be sent by notifying the other Party in writing. The effective date of such written notice shall be the date of personal delivery or the date of receipt by certified mail

Notices to the County:

Clerk of the Inyo County Board of Supervisors
P.O. Drawer N
Independence, California 93526

Notices to Hidden Hills Solar:

Hidden Hills Solar I, LLC and Hidden Hills Solar II, LLC,
Care of : BrightSource Energy, Inc.
1999 Harrison Street, Suite 2150
Oakland, California 94612
Attention: Stephen Wiley
Phone: (510)-899-8938

Fax: (510) 550-8165

with a copy (which shall not constitute notice) to

BrightSource Energy, Inc.
1999 Harrison Street, Suite 2150
Oakland, California 94612
Attention: General Counsel
Phone: (510) 250-8154

6.9 Venue. In the event that suit shall be brought by any Party, the Parties agree that trial of such action shall be held in a State Court of the County of Inyo.

6.10 Entire Agreement. This Agreement, together with the other agreements referenced herein, contains the entire understanding between the Parties with respect to the subject matters herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed or referenced herein. This Agreement may not be amended except by written instrument signed by all the Parties.

6.11 No Third Party Beneficiary. The Parties hereto mutually agree that this Agreement is for their sole benefit and is not intended by them to be, in part or in whole, for the benefit of any third party. There is no third party beneficiary to this Agreement.

6.12 Assignment.

6.12.1 Generally. This Agreement shall be binding upon, and inure to the benefit of, each of the Parties and their respective successors and permitted assigns. Except as provided in Section 5.12.2, no Party shall assign this Agreement or its rights or interests hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

6.12.2 Certain Exceptions. Notwithstanding the provisions of Section 5.12.1, the Parties agree that Hidden Hills Solar may, upon not less than ten (10) business days' prior written notice to the County, but without County's prior written consent, assign, pledge or otherwise transfer, in whole or in part, its rights and delegate its duties under this Agreement to (a) an Affiliate of Hidden Hills Solar, (b) a successor-in-interest by merger, consolidation or reorganization, (c) a purchaser or other transferee of the Project, or (d) in connection with any debt or equity financing of the Project; and the County agrees to enter into such direct agreements and other documents as may be reasonably required or requested by Hidden Hills Solar or its finance parties in connection with such assignment, pledge or transfer made in connection with any such debt or equity financing. Any assignee of Hidden Hills Solar under this Agreement shall agree in writing to be bound by all of the terms, covenants and conditions of this Agreement. Upon execution of an express written assumption in connection with (i) an assignment of Hidden Hills Solar's rights and obligations hereunder, or (ii) a direct agreement or similar document entered into by the County pursuant to this Section 5.12.2, Hidden Hills Solar shall be automatically

released from any and all obligations hereunder. As used herein, the terms "Affiliate of" or "entity affiliated with" a specified entity or person means any other entity or person that directly, or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the entity or person specified. For purposes of the foregoing, "control," "controlled by," and "under common control with," with respect to any entity or person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity or person, whether through the ownership of voting securities, partnership or member interests, by contract or otherwise.

6.12.3 Other Assignments Null and Void. Any assignment in violation of this Section 5.12 shall be null and void and of no force or effect whatsoever.

6.13 Development as a Private Undertaking. No partnership, joint venture or other association of any kind by or between the County and Hidden Hills Solar is formed, implied or deemed to have arisen by operation of this Agreement.

6.14 Further Assurances. Each Party shall promptly perform, execute and deliver or cause to be performed, executed and/or delivered any and all acts, deeds, and assurances, including the delivery of any documents, as either Party may reasonably require in order to carry out the intent and purpose of this Agreement.

6.15 Nonwaiver. Unless otherwise expressly provided in this Agreement, no waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to any Party shall impair such right or remedy or be construed as a waiver of any such right or remedy, whether theretofore or thereafter arising or occurring. The waiver by a Party of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

6.16 Statement of the Status of this Agreement. Within ten (10) business days' of receipt of a written notice from Hidden Hills Solar, requesting that the County execute, acknowledge and deliver to Hidden Hills Solar a statement in writing certifying that (a) this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and identifying each modification); (b) there are not, to the County's knowledge, any uncured defaults on the part of Hidden Hills Solar or County hereunder, or specifying such defaults if any are claimed; and (c) any other matters pertaining to this Agreement which Hidden Hills Solar or any prospective purchaser or encumbrancer, shall reasonably request, the County shall provide the requested statement. In the event that the County fails to deliver such statement within such ten (10) business day period, Hidden Hills Solar shall send a second notice (by registered mail or courier) requesting such statement be delivered by the County to Hidden Hills Solar within the five (5) business day period commencing with receipt of the second notice. The County's failure to deliver such statement within either of such time periods shall constitute a material breach of this Agreement.

6.17 Release on Performance. If Hidden Hills Solar ceases to be the owner of the Project and a new owner of the Project has fulfilled all or part of the obligations contemplated in this

Agreement, then, to the extent Hidden Hills Solar has not previously been released from those obligations under Section 5.12.2 hereof, Hidden Hills Solar shall be relieved of those obligations under this Agreement which have been fulfilled by such new owner.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above by their duly authorized representatives as follows:

HIDDEN HILLS SOLAR I, LLC
By: Hidden Hills Solar Holdings, LLC, its sole member
By: BRIGHTSOURCE ENERGY, INC., its sole member
By: _____
Name: _____
Title: _____

HIDDEN HILLS SOLAR II, LLC
By: Hidden Hills Solar Holdings, LLC, its sole member
By: BRIGHTSOURCE ENERGY, INC., its sole member
By: _____
Name: _____
Title: _____

COUNTY OF INYO
[Signature block]

KEVIN D. CARUNCHIO
County Administrative Officer

TEL: (760) 878-0292
FAX: (760) 878-2241
E-mail: kcarunchio@inyocounty.us

COUNTY OF INYO

ADMINISTRATOR'S OFFICE
P. O. Drawer N
INDEPENDENCE, CALIFORNIA 93526

February 16, 2012

Mike Monasmith, Project Manager
Amanda Stennick, Planner III/Supervisor
California Energy Commission
1516 Ninth Street
Sacramento, CA 95814-5112

SUBJECT: Hidden Hills Solar Energy Generating System Project
Socio-Economic Impacts to Inyo County

Dear Mr. Monasmith and Ms. Stennick:

Forwarded with this letter are preliminary estimates of the fiscal impacts of the construction and operation of the proposed Hidden Hills Solar Electric Generating System (HHSEGS), prepared by nine (9) Inyo County departments, with the assistance of the County's economists, Gruen Gruen + Associates (GG+A). The estimates are preliminary because the information the County has received to date about the construction and operation of the proposed project is not complete. As a result, the departments have had to rely solely on the information contained in the Application for Certification (AFC) to the California Energy Commission, and clarifying information regarding that application supplied by CH2MHill in response to questions from GG+A.

For example, the County Sheriff prepared his estimates without access to a security plan for the proposed project or information about what the project's sponsor had agreed to contribute to the cost of facilities, such as an emergency response center that would be needed for the Sheriff's Office to fulfill its responsibilities. (Please note that also enclosed with this correspondence are responses from the Inyo County Sheriff's Office in regard to your September 30, 2011 letter to Undersheriff Keith Hardcastle and the associated law enforcement needs assessment form.)

We were also unable to obtain any information about the proportion of the considerable heavy truck traffic likely to come from the California and Nevada sides of the project; in its present condition, The Old Spanish Trail, an historic, key road to the project is simply not able to handle the traffic that will be induced by the project and will deteriorate rapidly if it is not reconstructed in advance of the commencement of construction activities related to the project.

Rather than wait until the County had all the information about the relevant aspects of the construction and operation phases of the project, the County departments have made what we believe are reasonable assumptions about the demand for the construction and maintenance of public facilities, as well as the required public services that will be induced by the proposed project's construction and operation. As discussed in the accompanying correspondence that summarizes the cost estimates, some of the work by County agencies and departments will have to begin before project construction starts.

As those members of your staff who have visited Charleston View know, the area where the proposed project will be sited is sparsely populated, and presently only very lightly served by County agencies and departments from offices and stations located at significant distances from the site. For the most part, Charleston View is not yet a place where the marginal costs of providing public services to a large and expensive project are relatively low. Access to necessary public services cannot yet be provided by simply making small additions to an existing base of public capital and personnel.

In the enclosed correspondence from County departments, the County departments estimated the initial costs that will be induced by the project during its construction, and the annual costs that will be induced during operation. A summary of these cost forecasts is presented in Table 1 below. If your staff or consultants have questions for the departments, please coordinate your questions through this office so we can avoid duplication and update our own data base with the answers you receive.

Table 1
Forecasts of Departmental Costs Induced by Construction and Operation of HHSEGS

Departments	Initial/ Construction	Ongoing Annual*	Comments
Health & Human Services		$188,115	
Assessor	$120,000	$120,000	Specialized appraisal requiring the retention of expert appraiser and tax counsel.
Sheriff	$2,130,966	$1,269,120	Closest substation is 34 miles away, and current staff serves 3,200 square miles west of the substation. See Law Enforcement Needs Assessment Form.
Public Works	$8,157,000	$78,500	Reconstruction of Spanish Trail and annual maintenance
Information Services	$237,600		Assumes 30 months of high speed data communications system
Agricultural	$150,000	50,000	Monitoring and control project targeted against introduction of invasive weeds
Waste Management	$156,000		Waste collection for 3 years from Tecopa RV Park and Charleston View area.
Motor Pool	$33,200		Lower of two estimates of trips during construction. May be as high as $66,000
Water Department	$145,000	$8,000	Estimate for creation of monitoring program and on-going monitoring costs.
Total	**$11,129,466**	**$1,713,735**	

*Annual costs shown are for the first year. They are estimated to increase at 5% per year.

Source: Information on the project's characteristics provided by the BrightSource AFC and additional information provided by CH2MHill in response to questions by Gruen Gruen + Associates

We have not completed our estimates of the costs associated with the opportunity for alternative use of the 3,277 acres and the adjoining lands that will be foregone with the construction of the project. As discussed in the AFC, "The Old Spanish Trail" and other portions of Charleston View are historic, and the area has significant environmental assets that are just beginning to attract some specialty visitors, such as eco-tourists and geologists. The project would occupy 3,277 acres of a 13,000-acre property that accounts for 8 percent of all remaining private land in Inyo County. While the availability of such a large parcel of privately owned land is unique, the Charleston View area has yet to reach an economic "take off point."

Development of the proposed project site is allowed by current County land use regulations to entitle the construction of housing on 170 parcels, but no construction is started and a wide variety of other options for the future use are likely to open up once electricity is brought to the area. Electricity will finally be coming to the area no later than next year, and the availability of that service will remove one major impediment to development. The other major impediment to future development is uncertainty concerning the availability of sufficient water to support major commercial, recreational or residential developments. Several years ago, a test well for water to serve a proposed residential development was started but not completed. Timing of development, which in this case would be a series of "no project alternatives" to the proposed project, is difficult to predict, but the County has asked its economist to work with the Inyo County Planning Department and your Commission on the necessary no-development forecasts.

Through separate correspondence, the County will be submitting recommendations for monitoring and protecting hydrologic resources in the area consistent with conditions the County has placed on other industrial developments in Inyo County, and what the County would likely require of the project applicant if not for the exclusive permitting jurisdiction of the California Energy Commission. Costs associated with the Inyo County Water Department involvement in monitoring hydrologic issues associated with the project, including any hydrologic mitigation program that may be adopted by the CEC, are included in this correspondence.

Because of the proposed HHSEGS project's physical characteristics, its completion would not only hinder any future alternative use of the site itself, but also the private lands around it, including the 9,500-acres of land around the site that are owned by the same lessor of the project site. The mirrors, 750-foot tower and other interference with the aesthetics and views in the area are a potential drag on the demand for neighboring uses, as is the potential hazard or perception of hazard from the high pressure gas lines and other project externalities.

While much work still needs to be done to obtain an understanding of the longer run opportunities that would be lost to the County's residential, employment and tax base, it is clear that the cost of these lost opportunities may be significant. We offer this correspondence, including the incorporated documentation, as a starting point for that analysis.

To assist us in being able to evaluate and more fully analyze the opportunity costs associated with the project, Inyo County requests that it be provided with a copy of the applicant's Power Purchase Agreement with Pacific Gas and Electric, as approved by the California Public Utilities Commission, as well as a copy of the applicant's lease agreement with the owner of the project site. Both documents are critical for the County and, we assume your agency, to fully evaluate the socioeconomic impacts of the project. If necessary to gain access to these documents, the County is agreeable to developing and entering into a confidentiality agreement to meet the needs of all involved parties.

In light of the California Energy Commission's sole jurisdiction for permitting the Hidden Hills Solar Energy Generating System project, Inyo County will look to the Commission to fully identify and mitigate the project's impacts on already-strained County programs and services, both during its construction and during its operation, including addressing opportunity costs associated with the project. The County appreciates the Commission's recognition of the applicability of Title 21 of the Inyo County Code to the project, and the requirements that ordinance places on projects such as the HHSEGS to fully analyze the socioeconomic impacts of the project in much more detail than otherwise required by the California Environmental Quality Act, as evidenced by the Commission's engagement of Aspen Consulting to assist in the preparation of a socioeconomic analysis. In order to avoid duplication of effort, and to ensure the resulting analysis meets the needs of the County pursuant to Title 21, we request you consider allowing GG+A to assist Aspen in the preparation of the socioeconomic analysis rather than relegating the County and GG+A to reviewing and commenting on Aspen's analysis after it is published.

As shown in the table above, the costs to the County greatly exceed the increased property taxes that the County will receive due to the construction of the project (approximately $300,000 per year according to the AFC) and the taxes are insufficient to support needed local improvements and services required to serve the project.

Thank you for your consideration of our preliminary analyses and requests. Please contact me directly if any aspect of this correspondence requires clarification or further discussion and I will gladly put you in contact with the appropriate County staff and/or representative. I understand that this memorandum addresses economic impacts which are being addressed by different Commission analyses. I am requesting that you forward this letter to each analyst addressing the impacted service areas for their consideration.

Sincerely,

Kevin D. Carunchio
County Administrative Officer
County of Inyo

KDC/dg
Enclosures

cc: Inyo County Board of Supervisors
Inyo County Health and Human Services
Inyo County Assessor
Inyo County Sheriff
Inyo County Public Works
Inyo County Information Services
Inyo County Agriculture
Inyo County Waste Management
Inyo County Motor Pool
Inyo County Water Department
Gruen Gruen + Associates

HHS – Administrative Office
P.O. Drawer A, 155 E. Market Street
Independence, CA 93526
Tel: (760) 878-0242 FAX: (760) 878-0266
OR
163 May Street
Bishop, CA 93514
Tel: (760) 873-3305 FAX: (760) 873-6505

County of Inyo
Health and Human Services Department/Inyo Mono Area Agency on Aging
Jean Turner, M.A., Director
jturner@inyocounty.us

MEMO

TO: Kevin Carunchio, CAO

FROM: Jean Turner

CC:

DATE: December 12, 2011

SUBJECT: Impacts from Bright Source Energy Project

This impact discussion is a summary of discussions with all HHS managers and supervisors about the pending energy project proposed for the Charleston View area of Inyo County. According to our Tecopa Operations Manager, Kathy Nixon, the Charleston View community has a number of available properties, and currently there is an increase in the number of "squatters" parking their trucks (with camper shells, etc.) on various of the lots in the area.
This has led HHS to speculate that workers during the construction phase of the Bright Source project may be looking for inexpensive/free accommodations to lower their personal costs. As such, it is quite possible that an undetermined number of workers may "squat" in Charleston View or land in the inexpensive area of Tecopa.
Since we already are experiencing a workload increase simply based on mandates to verify residence prior to determining eligibility to various HHS programs, I expect our Tecopa-based staff may need to increase by

1) one HHS Specialist for address verifications, and for an increase in assistance with videoconferenced services from Bishop, including Mental Health, Drinking Driver and other substance use programs.
2) Addition of one vehicle
3) Increased cost of utilities, program curricula and materials for Bishop-based services
4) Enhanced I.T. infrastructure and videoconferencing capacity to link services from Bishop to Tecopa

Thank you for allowing us this opportunity to propose potential additional costs.

OFFICE OF THE
SHERIFF
INYO COUNTY, CA

WILLIAM R. LUTZE
SHERIFF

KEITH HARDCASTLE
UNDERSHERIFF

"A Professional Service Agency"

Date: January 16, 2012

To: Kevin Carunchio, Inyo County Administrator

From: Sheriff William Lutze

RE: Estimated Cost Impacts of HHSEGS on Office of the Sheriff, Inyo County, California

Kevin,

Below is a breakdown of the estimated costs at this time for the Hidden Hills Solar Project located in Charleston View, California. These estimates are based on our understanding of the private infrastructure, local employment and population changes that will be induced by the project. Primarily, the changes in the local industrial, employment and population that must be served by this office are the direct result of the project's construction and operation, rather than the induced spillover effect on the existing economy of Inyo County, which we understand will be small relative to the direct effect of the HHSEGS construction and ongoing operation. We have prepared these estimates without the benefit of a security plan from BrightSource that might include the internalization of some security requirements that would otherwise be the sole responsibility of the Office of the Sheriff.

Our estimates are categorized as one-time initial costs and annual on-going costs. It is possible that BrightSource might want to provide the housing needed for our officers, the sites for such housing and/or the substation building that could be part of a "community building". It should be noted that if approved we must begin the process quickly as the hiring and training process takes approximately one year.

One time initial costs:

- **Hiring and Recruitment** **$2,048.00 X7** **$14,336.00**
  Hiring and Recruitment: New positions require standard recruitment costs such as advertising, as well as costs associated with required background investigations, psychological examinations, and physical clearance. The total cost equates to $2,048 each. There will be a need for seven positions; therefore the total amount is $14,336.

- **Academy Training** **$18,390.00X7** **$128,730.00**
  Academy Training: Academy training is required for all officers. The cost is approximately $18,390 for each of the seven new positions; this includes tuition, required gear and ammunition, housing, and per diem. The total amount for seven positions is $128,730.

P.O. Drawer "S" (550 South Clay Street) Independence, CA 93526
Phone: 760-878-0383 Fax: 760-878-0389

- **Initial Startup** **$49,700.00X7** **$347,900.00**
  (Vehicle, uniform equipment, personal Gear)
  Initial startup: As mentioned in the original cost breakdown, this includes equipping each officer with a patrol vehicle, personal gear, and uniforms. The estimate for the vehicle is based on recent County purchases, and the cost associated with officer gear fluctuates very little. The amount for each officer is $49,700; the total for seven officers is $347,900.

- **Housing** **$80,000.00X7** **$560,000.00**
- Housing: The Inyo County Sheriff's Office has assumed responsibility for maintaining housing facilities for officers stationed in remote regions of Inyo County due to the lack of availability and adequate housing in the area and due to greater success in both recruitment and retention of employees. The original estimate of $560,000 was inclusive of individual modular residences for each of the seven new positions ($80,000 each).

- **Property (Land)** **$60,000.00X8** **$480,000.00**
- Property: The property cost is based upon a 2.5 acre minimum requirement of sewer and water, as set forth by the current Inyo County General Plan. Plan changes may alter the estimated price of $60,000 per site. Seven of the eight of the sites are for the employee housing. The eighth is for the substation, below.

- **Substation Building** **$450,000.00X1** **$450,000.00**
- Substation Building: The total amount, $450,000, represents construction and development costs for a new Sheriff's substation facility. This facility would need to be large enough for day to day Sheriff's operations and storage, and to serve as an evacuation and temporary shelter site for any potential local disasters or emergencies. The Inyo County Sheriff's Office would be willing to review and consider a consolidated housing, and substation facility to be built and donated by BrightSource.
  Note Substation set-up: The total amount estimated is $150,000 and will include necessary technology (hardware, software, computers, copiers, printers, etc.), security system, and office equipment and furniture.

- **Substation setup** **$150,000.00X1** **$150,000.00**

Total **$2,130,966.00**

Ongoing costs (yearly basis)

- **Personnel Costs (salary and Benefits)** **$989,826.00**
  1 Sergeant
  1 Corporal
  5 Deputy Sheriffs
  1 Account Tech 3

Personnel Costs: The Inyo County Sheriff's Office recognizes that an introduction of infrastructure, such as the size and scope of the Hidden Hills Project, will require additional staff. It is neither feasible nor cost effective for the Office of the Sheriff to meet its responsibilities to HHSEGS from the closest current substation, which is approximately 34 miles from the project, with a staff that already covers 3,200 square miles to the west of that substation; including the towns of Furnace Creek Ranch (in Death Valley) and Stovepipe Wells (in Death Valley) which are located 60 and 90 miles from that substation. An analysis of the potential impact of this project (which factored in population increase and therefore an inevitable increase in crime), resulted in the conclusion that in order for twenty-four

hour patrol coverage to take place, as well as basic accommodations in scheduling there would be a need for seven sworn staff, and one non-sworn position to serve as an office manager. The total amount, $989,826 is based on current Inyo County salaries, benefits, and retirement contribution for one sergeant, one corporal, five deputy sheriffs, and one account technician. If the on-project security force hired by BrightSource is of sufficient size and capability to carry some of the responsibility normally carried out by the Office of the Sheriff, it may be possible to reduce somewhat the additional staff that this office will have to station in Charleston View.

- **Yearly Training costs** **$90,920.00**
- Yearly training cost: Training of sworn deputies is mandated; estimates are based 10 percent of an individual's salary. This amount factors in overtime for travel/training, per diem, hotel, and training registration fees.

- **Utilities, Maintenance** **$24,000.00**
- Utilities and maintenance: The total annual estimate for utilities and maintenance for a sheriff's substation and housing for sheriff's deputies is approximately $24,000.

- **Vehicle Costs @$.70 per mileX7** **$49,000.00**
- Vehicle cost: Due to the remote area of the Hidden Hills Project and the added necessity for patrol deputies to access and respond to desolate terrain within Inyo County, four-wheel drive vehicles are essential. The current 2012 mileage reimbursement rate per the Internal Revenue Services is 55.5 cents per mile; the added costs associated with fueling four-wheel drive vehicles and the general wear that will occur due to the rough terrain accounts for the estimated increase to 70 cents per mile. At minimum each patrol vehicle will incur fuel and maintenance costs of approximately $7,000 each; therefore the total for seven four-wheel drive patrol vehicles per year is $49,000.

- **Administrative Overhead** **$115,374.00**
- Administrative overhead: The estimated amount of $115,374 is directly related to the cost that the Inyo County Sheriff's Office will incur for offsite support staff, sworn personal, maintenance of contracts, processing payroll, budget preparations, employee evaluations, and all other necessary record keeping and costs associated with conducting business.

Yearly total cost **$1,289,120.00**

Total one time startup plus 1st year annual cost **$3,400,086.00**

"An annual 4% increase each year will be added for increased expenses.

If you have any questions or need further information, please contact me.

Sincerely,

William R. Lutze, Sheriff

Office of the
SHERIFF
INYO COUNTY, CA

WILLIAM R. LUTZE
Sheriff

Keith Hardcastle
Undersheriff

"A Professional Service Agency"

February 16, 2012

Amanda Stennick
California Energy Commission
1516 Ninth Street, MS 40
Sacramento, CA 95814

RE: Response to questions in September 30, 2011 letter regarding law enforcement needs for the proposed Hidden Hills Solar Electric Generating Systems (HHSEGS)

Dear Ms. Stennick,

I apologize for the delay in responding to the questions in the September 30, 2011 letter regarding law enforcement needs for the proposed HHSEGS project.

CEC question: Can you clarify what the response time would be from the sheriff station in Shoshone? The AFC seems to indicate a response time of 30 minutes to 1 hour and then reports a response time of 1.5 hours to 2 hours.

> Answer: There is a substation in Shoshone; approximately 34 miles from the project site. However, the patrol deputy stationed in Shoshone is responsible a 3,200 square mile beat area. Therefore the response time is dependent upon where the patrol deputy is in the beat; response time can vary from 30 minutes to 4 hours. Depending on the type of assistance needed, and the geographic location of other deputies, response time for any additional or specialized assistance could be an added 3 to 4 hours on top of the 3 to 4 hour initial response time.

CEC question: Beside the California Highway Patrol and Nevada Highway Patrol, who is the primary law enforcement agency for state highways and roads and does the Inyo County Sheriff's Department have any other law enforcement resources that could respond to law enforcement calls at the project site?

> Answer: Nevada Highway Patrol has no law enforcement authority in California for crimes. California Highway Patrol has the primary responsibility of traffic. The closest responder with California Peace Officer rights is San Bernardino County Sheriff; the response time could be upward of four hours. Just to clarify, National Park Services and Bureau of Land Management have rangers in the project site vicinity, but neither agency has peace officer authority under PC §830.1.

If you have any further questions please do not hesitate to contact me at (760) 878-0326 or you may email me at: blutze@inyocounty.us.

Thank you,

Sheriff William Lutze

Law Enforcement Needs Assessment Form	
Project Characteristics, as Proposed by the Project Applicant	
Type, Location, Size, and Site Access:	Power generating facility proposed on 3,277 acres in Inyo County, California, along the California-Nevada border. Primary site access would be from Tecopa Road (Old Spanish Trail Highway) from the project entrance road at the east side of the project. Secondary access would also be from Tecopa Road at the west side of the project, then along the paved road between the two solar plants.
Estimated Schedule:	Construction of the power generating facility, from site preparation and grading to commercial operation, would take approximately 29 months. If approved, construction would begin the third quarter of 2012 and conclude the second quarter of 2015. The two solar plants would be constructed concurrently with a planned three-month delay between their start dates. See Table 2.2-2 in the Project Description Section of the AFC for a list of the project schedule major milestones.
Construction (Traffic and Work Force):	Construction would generally occur between 5 a.m. and 3:30 p.m. with swing shift during heleostat assembly from 6:00 p.m. to 4:00 a.m. During the peak construction month (month 14), approximately 2,744 daily trips would occur. Of these daily trips, truck traffic accounts for 834 trips. The truck trips are assumed to be spread out equally throughout the day (from 6 a.m. to 6:00 p.m.). These trips are only the trips for the project site and do not include the trips related to the construction of the transmission line and gas line (as they are off-site). The number of workers per day range from 35 in month 29 to 1,033 in month 14. The highest numbers are predicted during construction months 13 through 16. The peak number of workers on-site is during month 14 with a projected 1,033 workers. Overall, there is a 1-year period where the number of workers is within approximately 20% of the peak.
Operation (Staff and Traffic):	The project would employ approximately 120 full-time workers resulting in approximately 240 daily trips. Only 40 employees are required for the daytime shift (80 trips) and the remaining 80 employees would work an evening shift. The evening shift employees would likely travel outside of the peak commute period.
Security:	A 12-foot-wide unpaved path would be constructed on the inside perimeter of the project boundary fence for use by HHSEGS personnel to monitor and maintain perimeter security. The AFC does not discuss any other proposed on-site security measures.
Existing Law Enforcement Resources and Services in the Project Area (attach additional paper if more room is needed to answer questions)	
Names and addresses of the facilities (e.g., sheriff substations) serving the project area, and distance of closest dispatch facility to the project site:	Shoshone Substation Hwy 127 Shoshone, CA Approximately 34 miles from the project site. Closest dispatch facility is in Independence, approximately 200 miles from the project site.
Adopted or desired service standard (e.g., one sworn officer per 1,000 population) applicable to the project site:	The service standard is not based on population; service standard is based on the amount of area covered, and response time needed for calls for service.
Existing staffing levels for facilities serving the project area (including sworn officers and civilians, totals and per shift):	One deputy currently patrols 3,200 square miles.
Estimated response times to the project site: Priority calls: Non-Priority calls:	Estimated response time for priority calls could be 3 to 3.5 hours; these times are based on where the patrol deputy is located in the 3,200 square mile beat area once a call for service is received. Non-priority response time is 4-plus hours. It should be noted that depending on the type of assistance needed, and the geographic location of the other deputies, response time for any additional or specialized assistance could be an added 3 to 4 hours on top of the 3 to 4 hour initial response time.

Law Enforcement Needs Assessment Form	
Current projected needs (e.g., facilities and staff) to maintain or meet existing service levels: Additional needs beyond those identified above to maintain or meet existing service levels with the project:	Hiring and Recruitment: New positions require standard recruitment costs such as advertising, as well as costs associated with required background investigations, psychological examinations, and physical clearance. There will be a need for seven positions. Academy Training: Academy training is required for all officers. Initial startup: This includes equipping each officer with a patrol vehicle, personal gear, and uniforms. Housing and Property: The Inyo County Sheriff's Office has assumed responsibility for maintaining housing facilities for officers stationed in remote regions of Inyo County due to the lack of availability and adequate housing in the area and due to greater success in both recruitment and retention of employees. Substation Building: This facility would need to be large enough for day to day Sheriff's operations and storage, and to serve as an evacuation and temporary shelter site for any potential local disasters or emergencies. Substation set-up: This includes necessary technology (hardware, software, computers, copiers, printers, etc.), security system, and office equipment and furniture.
Exchange of general law enforcement responsibilities (e.g., formal and/or informal agreements with local municipalities for provision of services) in the project area:	There are no existing Memorandums of Understanding with allied agencies in the project area. The only exception would be California Highway Patrol; however their primary responsibility is traffic. National Park Service and Bureau of Land Management have rangers in the response area; but neither agency has peace officer authority under PC § 830.1
Current inventory of specialized equipment (e.g., helicopters or other aircraft):	N/A
Estimated Need for Law Enforcement Services, Equipment, and Facilities (attach additional paper if more room is needed to answer questions)	
Is there a process or formula used by your department to determine the need for additional law enforcement services to serve a new large-scale power plant? Please explain.	Yes. The Inyo County Sheriff's Office recognizes that an introduction of infrastructure, such as the size and scope of the Hidden Hills Project, will require additional staff. It is neither feasible nor cost effective for the Office of the Sheriff to meet its responsibilities to HHSEGS from the closest current substation, which is approximately 34 miles from the project, with a staff that already covers 3,200 square miles to the west of that substation; including the towns of Furnace Creek Ranch (in Death Valley) and Stovepipe Wells (in Death Valley) which are located 60 and 90 miles from that substation. An analysis of the potential impact of this project, which factored in population increase and therefore an inevitable increase in crime, resulted in the conclusion that in order for 24-hour patrol coverage to take place, as well as basic accommodations in scheduling there will be a need for seven sworn staff, and one non-sworn office assistant position.

Law Enforcement Needs Assessment Form	
Could the project trigger a need for additional law enforcement services for on-site crimes against persons, theft of materials, and/or vandalism? Please explain. During project construction: During project operation:	Yes. Because of the materials used during construction, and on-going operation, there is a significant potential for increased theft and vandalism. Furthermore, with an estimated population increase of 1,100 construction workers and laborers during the first 14 months of project implementation, the Sheriff's Department must factor in the likelihood of violent crimes; immediate response times are required for crimes this nature.
Could increased project-related traffic affect circulation and access on roads near the project site to the extent that an impact to emergency response times might occur? Please explain. During project construction: During project operation:	Yes. California Highway Patrol has primary responsibility for traffic and traffic collisions. The only road that will be used for project site access from Inyo County, Old Spanish Trail, is a two-lane road; therefore if there is an accident, an emergency, or road damage due to severe weather there will be a delay to the project site from law enforcement.
Do law enforcement personnel review development site plans for projects to assess potential law enforcement issues (e.g., lighting and other safety factors)? Please explain.	Yes. Recommendations can be made based on the project's security plan.
Are specific measures recommended to reduce the potential for crimes to occur at or near the project site (e.g., specific types of security fencing)? Please explain.	Yes. In addition to staffing needs as outlines above, the Inyo County Sheriff's Office can make recommendations regarding project site security (i.e. fencing, security control, surveillance)
Please explain any other law enforcement concerns that have not been addressed by this needs assessment form.	Due to the remote location of the site and the metropolitan areas nearest the site (Pahrump and Las Vegas) the facility has the potential for both high theft and vandalism. The added work-force population during the estimated 14 month project implementation phase increases the likelihood of violent crimes.
Person Completing This Needs Assessment Form	
Name: Title/Position: Telephone No: E-mail Address:	Sheriff William Lutze Inyo County Sheriff 760-878-0326 blutze@inyocounty.us

DEPARTMENT OF PUBLIC WORKS

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

Doug Wilson, Acting Director

COUNTY OF INYO

MEMO: December 21, 2011
To: Kevin Carunchio, County Administrator Officer

Public Works Departmental Impacts Related to the
HIDDEN HILLS SOLAR ELECTRIC GENERATING SYSTEM (HHSEGS)

In response to your request for anticipated departmental impacts related to the construction and operation of the proposed HHSEGS, Inyo County Public Works Department presents the following impacts including associated labor, materials, and equipment:

1.) **Deterioration of Old Spanish Trail Road:** The anticipated delivery of the HHSEGS mirrors is expected to be from Hwy 127 onto Old Spanish Trail Road. This impacted roadway stretches for 30.1 miles from Highway 127 to the Nevada State line. The existing paved width for this roadway is approximately 22 feet (varies). We anticipate that the construction portion of the project would subject the roadway to severe truck traffic loads (approx. 85,000 total vehicle trips - per Gruen Gruen & Associates Construction Delivery Schedule Spreadsheet) and damage it to a point requiring "full section" reconstruction. The proper solution for this would be to reconstruct the entire length of road to current standards considering the anticipated truck traffic. An alternative would be to construct, prior to receiving any increased truck traffic, an AC pavement overlay on top of a geotextile reinforcement fabric material designed for the traffic loads anticipated for the entire 30.1 mile length of Old Spanish Trail Road. The cost for performing this work at today's prices by awarding a publicly bid Contract is estimated to be $8,000,000 (assuming a 2" AC pavement overlay). This option would include an agreement to evaluate the road conditions during and at the end of the construction period to determine any additional repairs up to and including additional overlays. This estimated cost would of course need to be adjusted by a "construction cost escalation factor" applied to this amount until the job is awarded.

2.) **One (1) Additional Road Dept. Position and One (1) 30-month Limited Term Position (Shoshone Road Yard):** Current staffing at this County Road Dept. yard consists of One (1) Equipment Operator II and One (1) Equipment Operator I. It is anticipated that during project construction existing County infrastructure maintained by County Road Dept. staff would experience an increase in required maintenance. After the project is complete and it becomes operational, there would still be an additional maintenance burden on the County Road Dept. work crews and the additional single staff position would be offset this burden. Total wages and benefits costs associated with these staffing recommendations would be $157,000 for thirty (30) months and $78,500 annually thereafter (for the anticipated life of the solar plant). There would also be additional equipment requirements related to adding additional employees. This equipment would consist of a medium sized front end loader and a pick-up truck. These one-time equipment costs have been estimated to be $135,000 at today's prices.

Doug Wilson
Interim Public Works Director

County of Inyo
Information Services
168 N. Edwards St.
Independence, California 93526

Brandon Shults
Voice (760) 878-0314
Fax (760) 872-2712
bshults@inyocounty.us

December 15, 2011

Mr. Kevin Carunchio
County Administrator's Office

Re: Potential Information Services impact resulting from the BrightSource energy project

The County of Inyo presently services two County facilities in the South Eastern corner of Inyo County, the area of the county most likely significantly impacted by the proposed BrightSource project. High-speed data communications is not readily available in the project area and the satellite service presently employed there for data communications is inadequate. Data communications infrastructure improvement is required in order to accommodate the anticipated increased volume of public service requests resulting from the project.

My understanding is that the project will construct a cellular communications tower near the project site. The construction of cell tower at the project site does not mitigate the impact to Information Services to provide secure, high-speed communications to County facilities in the area. There is no guarantee any communications vendor will provision the cell tower for service. If service is provisioned, there is no guarantee the service provided will be 4G wireless service; less than 4G is inadequate to meet the business requirement for speed or security. Should the cell tower be provisioned with 4G wireless service, geography prevents the service being available to the communities of Tecopa and Shoshone where County facilities exist to provide service to the project. A cell tower constructed at the project site will not obviate the need for implementation of secure, high-speed data communications infrastructure in the Tecopa/Shoshone area necessary to support the project.

Based on recently solicited quotes, the cost of implementing secure, high-speed data communications over land-line infrastructure available in the Tecopa/Shoshone area is consistent on a per site basis. The table below details the estimated costs of a single location and considers implementation and 30 months of monthly recurring costs (30 months is the estimated duration of the construction phase of the project). It has been suggested that at least three facilities will require data communications improvement as a result of the BrightSource project. The estimated cost for implementation and operation of the necessary communications improvement for three facilities for a term of 30 months is $237,960. If services must be expanded to additional facilities, the County of Inyo will incur an estimated additional cost of $79,320 for each such facility.

BrightSource Project Support Costs Estimates Per Site Cost Estimate			
Qty	Description	Each	Total
1	Two-day trips of two IT resources to support implementation of IT infrastructure, voice comminications and High Speed Internet	$500.00	$500.00
32	Labor	$60.00	$1,920.00
1	Data Switiches	$2,500.00	$2,500.00
1	Firewalls	$500.00	$500.00
1	Assorted infrastructure supplies: Cat5e Cables, connectors, etc.	$500.00	$500.00
2	Installation of High-Speed Internet	$700.00	$1,400.00
30	Monthly recurring costs of High-Speed commuications	$2,400.00	$72,000.00
			$79,320.00

The minimum service commitment on the proposed solution is 24 months; as a result, there are no anticipated wind-down costs associated with completion of the project construction phase.

No Information Services staff is dedicated solely to the South County and no Information Services staff lives in the area. The average travel and per-diem cost of a one-day service trip to the South County from Independence is approximately $350. Information Services makes an average of two service trips to the South County annually. The number of required service trips is estimated to increase to six per year as a result of the BrightSource project; however, it is anticipated that the additional service required can be absorbed by the present Information Services staffing level and that no additional Information Services staff should be required.

Thank you,
Brandon Shults
Director - Information Services
County of Inyo

Counties of Inyo & Mono

George L. Milovich
Agricultural Commissioner
Director of Weights and Measures
207 W. South Street, Bishop, CA 93514
Telephone - (760) 873-7860 Fax - (760) 872-1610
http://www.inyomonoagriculture.com
E-mail - inyomonoag@gmail.com

December 14, 2011

TO: Gruen Gruen + Associates

FROM: George Milovich, Agricultural Commissioner

SUBJECT: Invasive Weed Introduction Concerns

The Hidden Hills Solar Energy Generating System has the potential to increase invasive plant threats to lands within Inyo County. Project details provided in the December 1, 2011 memo from Gruen Gruen + Associates indicate most equipment and employee vehicular traffic will originate from southern Nevada. Southern Nevada is known to be infested with California "A"-rated invasive plants Halogeton (*Halogeton glomeratus*) and Camelthorn (*Alhagi psuedalhagi*). Also known to exist in this area are "B"-rated species Saltcedar (*Tamarix rammossisima*) and several types of knapweeds (*Centaurea* and *Acroptilon spp.*).

Any movement of equipment, vehicles, and construction material can introduce invasive weed species via plant matter or seed attached to these items. Also concerning to my department is the soil disturbance that invariably occurs with any type of construction. This disturbance has been shown to create conditions conducive to weed introduction and establishment. The introduction of out of state equipment originating from areas known to be infested by these invasive species, coupled with this disturbance, represents a very real threat of large scale (3,000+ acres) infestation.

For these reasons my office anticipates increased monitoring activities to abate these threats. The establishment of any of the species listed above may require abatement by the Agriculture Department, and will result in additional expenditures by the Eastern Sierra Weed Management Area Division. We feel strongly that the exotic species threat can be mitigated with a proper detection and eradication program.

The State of California Department of Food and Agriculture (CDFA) controls noxious weed species as defined through section 5004 of the California Food and Agriculture Code by way of the local county Agricultural Commissioner's office. The Inyo and Mono Counties' Agricultural Commissioner's Office invasive weed operations are facilitated by grants and agreements with landowners. Some examples of these agreements include:

- Baseline funding of $32,000 from CDFA, provided to each of the 58 counties in California. This provides basic staffing hours for seasonal field staff.
- The agreement with the City of Los Angeles Department of Water and Power over the past seven years to control invasive plants on lands owned by this agency. This agreement includes $200,000 annually for invasive plant monitoring and control.
- American Recovery and Reinvestment Act (ARRA) funding of $254,000 to provide augmented staffing for use in several program areas over a two-year period.
- $1,500 provided annually by the National Fish and Wildlife Foundation for invasive weed control in conjunction with California Department of Fish and Game within the environmentally sensitive Fish Slough Area.
- Over $20,000 during a three-year period from the Nevada-based Walker River Basin Cooperative Weed Management Area group for work upstream of sensitive areas within the group's jurisdiction.

Various studies illustrate the value in maintaining a comprehensive monitoring program to prevent invasive plant establishment. Identifying and controlling these species early, when populations are not well established, can lower control costs significantly in future years. The Hidden Hills Solar Energy Generating System site must establish some manner of invasive plant program to avoid ecological and environmental damage from these threats. Bright Source will save resources by instituting a monitoring and control program to prevent the colonization and establishment of weeds.

Similar programs have been instituted successfully by the Inyo and Mono Counties Agricultural Commissioner's office in recent years, and the estimated cost to undertake such a project is $50,000 per year. This includes monitoring and control activities, as well as travel to the Hidden Hills Solar Energy Generating System site. Although these travel costs are significant, catching and managing any invasive plant sites early will lessen future costs to Bright Source.

Integrated Waste Management
Parks and Recreation
Motor Pool

TEL. (760) 873-5577
FAX. (760) 873-5599
E-MAIL: chamilton@inyocounty.us

COUNTY OF INYO

Administrative Services
163 May Street
Bishop, California 93514

Date: January 12, 2012

To: Kevin Carunchio, Inyo County CAO
Claude Gruen, Gruen & Gruen
Kelley Williams, Executive Secretary

From: Chuck Hamilton, Deputy County Administrator

Subject: **Impact Analysis for the Construction Phase of the Hidden Hills Solar Generation System (HHSEGS) – Inyo County Integrated Waste Management and Inyo County Motor Pool Programs**

Inyo County Integrated Waste Management Program

It is neither practical nor logical for the HHSEGS project to consider the landfills in Inyo County as a source for disposal of the non-hazardous solid waste generated during the construction phase of the project or during the 30-year planned operation phase of the completed facility.

The Inyo County landfills closest to the project are currently unmanned and lack the infrastructure to accept waste debris in the volumes estimated by the project developer. The landfills are currently closed to the public, only accepting waste generated by the Inyo County Road Department as a result of local road maintenance projects.

Inyo County Waste Management will rely upon the statement from CH2M Hill, Data Response, Set 1D indicating that all solid waste will be transported to a waste disposal facility located in Nevada and the waste will be transported in a safe and secure manner.

Due to the fact that it is not recommended that the project utilize the Inyo County disposal facilities a financial impact analysis for the use of the landfills is not included in the Department impact comments.

Additional Potential Project Impacts

A local Tecopa resident is proposing to open a 300-space RV park to provide potential housing for the project employees during the 29-month construction phase and perhaps housing for the full-time employees during the operation phase of the project. If the RV Park is developed and occupied, a significant volume of solid waste will be generated. The RV park operator will be required to contract directly with the local permitted waste hauler for the solid waste removal and hauling services and not rely on the County of Inyo for waste removal assistance. An increase in the Tecopa population would likely have a secondary impact on the current waste services that are provided by the County for residents in the Tecopa area.

The County currently provides a number of waste collection bins spread throughout the community for use by the area residents at an annual cost to the County of $52,316. With the proposed increase in the construction population the contract costs to the County would, in all likelihood, double. The waste would either need to be collected and removed more often (twice per week as opposed to once per week) or doubling the number of waste collection bins. The additional annual contract costs would be in excess of $52,000.

Inyo County Motor Pool Program

Inyo County Motor Pool currently operates a fleet of 219 vehicles for use by County employees. During the 29-month construction it is anticipated that the combined trips to the project by County Departments could average one trip per week for the duration of the construction phase. This activity would certainly put an additional strain on the Motor Pool fleet operations.

A once per week round trip from Bishop to the project site would be an additional 530 miles per week impact to Motor Pool program costs. Motor Pool currently charges County Departments $.54 per mile for use of a County Motor Pool vehicle. The additional weekly Motor Pool costs would be $286.20, or an additional $1,144.80 per month, multiplied by 29-months for a total additional cost to Inyo County Motor Pool of $33,200.

Inyo County Motor Pool is charged with the purchase and expensing of all County vehicles (exception is the Road Department) for Departmental use. Motor Pool is aware that additional vehicle usage may occur beyond the estimate discussed above. There may be as many as three additional trips per week to the project site thereby increasing the costs to the Motor Pool program by an additional $66,000.

Date: February 6, 2012

To: Kevin Carunchio, Dana Crom

From: Bob Harrington

Re: Water Department costs associated with Hidden Hills/Bright Source development

Principal potential costs to the Water Department concerning this project are:

1. Responsibilities and expenses related to state groundwater monitoring requirements may be affected by this project. Recent legislation requires that local governments monitor groundwater basins if they are subject to significant groundwater development. Presently, there is little groundwater development in the California portion of the Pahrump groundwater basin, which may allow the mandated monitoring to be somewhat relaxed; however, the Hidden Hills project will increase demand in the basin and likely lead to more stringent monitoring requirements from DWR. Since DWR's requirements are unknown, our costs are unknown, but could potentially be low five figures for initial monitoring program development, and several thousand dollars per year to conduct monitoring. **Plan development: $10,000; annual cost: $4,000-8,000.**

2. State DWR may deem that the County is ineligible for water grants and loans as a result of monitoring requirements not being met to DWR's satisfaction. The Water Department has received approximately $330,000 in local groundwater assistance funding in the past ten years. Because the project increases groundwater development in a basin that currently is unmonitored, the project increases the County's risk of being deemed ineligible. This constitutes an annual average of about $33,000 of grant funds that the County may have to forgo as a result of this project. **Annual cost of lost grant funds: $33,000.**

3. Costs for implementing any monitoring and mitigation that may result from the CEC permitting process. We have provided a memorandum to the CEC describing potential impacts from the project on water-related resources, and outlined a monitoring and mitigation plan. Presuming the costs of developing a monitoring and mitigation plan, installation of necessary equipment, and model development costs are born by the project proponent, Water Department expenses would be a few thousand dollars per year for oversight of the plan. The overall cost of a monitoring and mitigation plan would be much higher – monitoring wells for this project could easily run into six figures, model development – a similar range, monitoring plan development around $25,000. **Model development: $120,000; plan development: $25,000; annual monitoring cost: $4,000-8,000.**

RESOLUTION NO. 2012-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADOPTING FINDINGS AND CONDITIONS OF CERTIFICATION FOR THE PROPOSED HIDDEN HILLS SOLAR ELECTRIC GENERATING STATION (CALIFORNIA ENERGY COMMISSION APPLICATION FOR CERTIFICATION NO. 11-AFC-2)

WHEREAS, Inyo County supports and encourages the responsible utilization of its natural resources, including the development of its solar and wind resources for the generation and transmission of clean, renewable electric energy; and

WHEREAS, Inyo County encourages the increased use of solar radiation and wind to generate and transmit clean, renewable electric energy as a benefit not only to the citizens of Inyo County, but also to citizens of California and the United States; and

WHEREAS, the County has been participating in a variety of renewable energy planning efforts, including, but not limited to, the Renewable Energy Transmission Initiative (RETI), the Bureau of Land Management's (BLM) Transmission Corridor, Wind, Geothermal, and Solar Environmental Impact Statements, the Desert Renewable Energy Transmission Plan, the California Transmission Planning Group, and a variety of renewable energy initiatives in the neighboring State of Nevada; and

WHEREAS, on August 17, 2010 the Inyo County Board of Supervisors adopted Ordinance No. 1158, which amended the Inyo County Code by adding Title 21, the Inyo County Renewable Energy Ordinance, to encourage and regulate the development of renewable energy resources within Inyo County; and

WHEREAS, Title 21 regulates applicants that propose to construct and operate renewable energy facilities, and requires an Applicant to obtain a permit from the County or to enter into a development agreement with the County for the project; and

WHEREAS, Title 21 requires an Applicant to identify and mitigate impacts to the ecological environment of the County as well as impacts to the social, aesthetic and economic environment, including impacts to the quality of life within the County, that will result from the renewable energy project; and

WHEREAS, Title 21 requires an Applicant to mitigate impacts on the County's water resources which may be depleted by the use of water for cooling and other operational purposes which may affect vegetation, wildlife and habitat; and

WHEREAS, Title 21 requires the County to impose upon an Applicant with such reasonable and feasible mitigation measures as it finds to be necessary to protect the health, safety and welfare of the County's citizens and the County's environment, including its public trust resources, and to ensure that the County and its citizens do not bear an undue financial burden from the project; and

WHEREAS, Title 21 mitigation encompasses the following: (1) Avoiding the impact altogether by not taking a certain action or parts of an action; (2) Minimizing impacts by limiting the degree or magnitude of the action and its implementation; (3) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment; (4) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action, and; (5) Compensating for the impact by replacing or providing substitute resources or environments; and

WHEREAS, Title 21 requires any person who submits an application for a renewable energy permit to submit a plan for reclamation/revegetation of the site of the facility once the facility is decommissioned or otherwise ceases to be operational and to post financial assurances to ensure completion of reclamation; and

WHEREAS, the Warren-Alquist Act (Public Resources Code Section 25000 et seq.) vests the California Energy Commission (CEC) with exclusive certification jurisdiction over siting power generation plants greater than 50 megawatts (MW), amongst other powers; and

WHEREAS, on August 5, 2011, Hidden Hills Solar Holdings, LLC, submitted an Application for Certification to the CEC to construct and operate the Hidden Hills Solar Electric Generating System (HHSEGS), a solar thermal power plant greater than 50 MW, in Charleston View in Inyo County; and

WHEREAS, Inyo County would be the lead agency for the project if not for the CEC's exclusive jurisdiction; and

WHEREAS, the CEC transmitted a request for agency participation in its certification process for the proposed HHSEGS to Inyo County on August 19, 2011; and

WHEREAS, California Government Code Section 65300 et seq. indicates that the legislative body of each county shall adopt a comprehensive, long-term general plan for its physical development, including the following seven required elements: (1) land use, (2) circulation, (3) housing, (4) conservation, (5) open space, (6) noise, and (7) safety; and

WHEREAS, the proposed HHSEGS is on lands designated by the Inyo County General Plan Land Use Element as Open Space and Recreation (OSR) and Resort/Recreational (REC), and

WHEREAS, the OSR designation provides for public parks, ball fields, horse stables, greenbelts, and similar and compatible uses and the REC designation provides for a mixture of residential and recreational commercial uses, and the proposed HHSEGS is inconsistent with these designations; and

WHEREAS, General Plan GOAL GOV-10 (Energy Resources) and Policy Gov-10.1 (Development) indicate that development of energy resources on both public and private lands be encouraged with the policies of the County to develop these energy resources within the bounds of economic reason and sound environmental health, and therefore, the Board supports the following policies: (a) The sound development of any and all energy resources, including, but not limited to geothermal, wind, biomass, and solar, (b) The use of peer-reviewed science in the assessment of impacts related to energy resource development, (c) The development of adequate utility corridors necessary for the transmission of newly generated energy, (d) Maintenance of energy opportunities on state and federal lands maintaining and expanding access, (e) Treating renewable energy sources as natural resources, subject to County planning and environmental jurisdiction; (f) Considering, accounting for, and mitigating ecological, cultural, economic, and social impacts, as well as benefits, from development of renewable energy resources; and, (g) Considering development of environmental and zoning permitting processes to ensure efficient permitting of renewable energy projects while mitigating negative impacts to county services and citizens, with a goal of ensuring that citizens of the County benefit from renewable energy development in the County; and

WHEREAS, Inyo County staff, citizens, and elected officials have been participating in the CEC's certification process for the HHSEGS, including attending CEC meetings, hearings, and workshops on the following dates: September 26, 2011, October 28, 2012, November 3, 2011, November 18, 2011, January 12, 2012, January 18, 2012, January 24, 2012, February 22, 2012, April 3, 2012, April 26, 2012, May 9, 2012, June 4, 2012, June 14, 2012, June 27, 2012, July 2, 2012, and, July 9, 2012; and

WHEREAS, Inyo County representatives have provided written correspondence to the CEC and the applicant on numerous occasions providing input into the process and germane issues, including on November 29, 2011, February 16, 2012, February 23, 2012, February 27, 2012, and March 9, 2012; and

WHEREAS, the applicant attended the Inyo County Board of Supervisors meeting on March 13, 2012, presented the proposed project to the Board, and engaged in dialogue with the Board, including representing that an application for a General Plan Amendment (GPA) would be submitted; and

WHEREAS, CEC Staff issued a Preliminary Staff Assessment (PSA) on May 25, 2012 and a Supplemental PSA on June 15, 2012; and

WHEREAS, the PSA and Supplemental PSA do not adequately address the issues raised by Inyo County previously in the proceedings, or the provision of Title 21 of the Inyo County Code; and

WHEREAS, pursuant to Public Resources Code section 25523(d), following public hearing(s), the CEC must prepare a written decision which must include findings regarding the conformity of the proposed site with "...other applicable local, regional, state and federal standards, ordinances or laws"; and

WHEREAS, in this resolution, as required of it by Title 21 of the Inyo County Code, the Inyo County Board of Supervisors identifies the findings and conditions of certification (COC) that are in addition to, or supplement, those provided in the PSA and Supplemental PSA.

THEREFORE BE IT RESOLVED, that based on all of the information received to date including but not limited to the written and oral comments and input received at the March 13, 2012 and July 17, 2012 Board of Supervisors meetings, staff reports and presentations and the applicant's representations, the Inyo County Board of Supervisors makes the following findings and establishes conditions of certification upon the project, as required of it by Title 21 of the Inyo County Code, in addition to or in lieu of those provided in the PSA and Supplemental PSA.[1]

BE IT FURTHER RESOLVED that this Board of Supervisors therefore provides the CEC with the following findings and COCs for the proposed HHSEGS, that are in addition to or in lieu of those findings and COCs provided in the PSA and Supplemental PSA, for inclusion in the final staff assessment and final certification.

Biological Resources – New or Revised Findings of Fact

A. Add the following new finding: Less than two percent of Inyo County remains in private ownership, and every acre restricted for the purpose of compensatory mitigation results in a significant impact. Biology-related compensatory mitigation proposed for the project exceeds 6,000 acres, including requirements to encumber private lands in Inyo County with a conservation easement in perpetuity. If private lands within Inyo County are utilized for compensatory mitigation, there will be significant impacts to the economic environment in Inyo County.

1 Modified text is indicated with ~~strikeout~~ and underline.

Biological Resources – New or Revised Conditions of Certification

A. Add the following new COC: The applicant and the CEC in coordination with the County shall investigate and implement means to enhance degraded public lands (including lands designated Wilderness), rather than utilizing private lands in Inyo County for biology-related compensatory mitigation, including investigating and advocating for means to quantify restoration activities on public lands in lieu of direct compensatory mitigation.

B. Revise COC BIO-22 subparagraph 1(a)(i) to read: Selection Criteria. Compensation lands for impacts to state waters shall meet the following criteria: i. Located in California and within the Pahrump Valley. If the project owner demonstrates that suitable compensation lands are not available within Pahrump Valley, lands may be acquired in California Valley, or the California portions of Sandy (Mesquite) Valley and Stewart Valley. The applicant and the CEC shall investigate means to enhance degraded public lands, including lands designated Wilderness as an alternative to utilizing private lands in Inyo County as compensatory mitigation.

C. Add the following new COC: If private lands within Inyo County are to be used as compensatory mitigation for impacts of the project, whether such lands are selected before or after certification of the project, prior to the selection of such lands, the CEC will conduct a study of the lost economic opportunity costs which the County would suffer as a result of the conversion of the private lands to mitigation lands and of the environmental impacts that would result from such conversion and, if any such lands are selected, the CEC will impose appropriate mitigation to fully offset any identified adverse impacts to the County and/or to the environment.

D. Revise BIO-18, subsection 6 to read: Compensate Local Agencies for Increased Weed Monitoring and Abatement. The project owner and the Inyo/Mono Agricultural Commissioner shall ~~coordinate with local agricultural commissioner(s) to~~ establish an amount for a fee to be paid annually by the project owner to the local agency(ies) for increased offsite monitoring and abatement costs resulting from the construction and operation of the project.

E. Revise BIO-23, subparagraph 2, to read: Definitions. ~~"Less-than-significant effect" shall be defined as less than 20 percent change from the baseline condition or values in any of the vegetation attributes monitored that indicates a decline in the health of the mesquite and other groundwater dependent species~~. The "baseline" for groundwater levels shall be as defined in **WATER SUPPLY-6** and includes pre-project water levels and background trends. Baseline, or pre-project values for vegetation attributes shall be established at the GDE plots and offsite reference plots prior to the start of groundwater pumping. ~~A "statistically significant decline" in groundwater elevation shall be defined as a drawdown that exceeds the background decline by 0.5 feet as described in **WATER SUPPLY-6.**~~ "Normal seasonal variation" in vegetation attributes shall be established by comparing attributes in vegetation between the peak growing season and the hottest and driest time of year for Pahrump Valley to the baseline data.

F. Replace BIO-23 subparagraph 3, with the following: Based on the results of inventory of groundwater-dependent and groundwater-influenced habitat and resources produced under BIO-23, subparagraph 13, an amount of water table drawdown that would cause a significant impact to GDEs shall be identified. Using drawdown curves calculated using representative aquifer parameters applied to the Theis method, determine the maximum pumping rate that will not exceed the threshold of significant drawdown at GDEs over the life of the project. Using this pumping rate and these aquifer parameters, determine the maximum drawdown that could occur within each monitoring well located between the project and the GDEs without exceeding the threshold of significant drawdown for any GDE. If drawdown in any monitoring well exceeds the drawdown that corresponds to a threshold of significant drawdown for any GDE, the project owner shall have 90 days to provide evidence to the CPM that the drawdown is not a result of groundwater pumping by the project. If after reviewing the evidence provided by the project

owner and other relevant evidence, the CPM, in consultation with BLM Nevada and California state leads for Soil, Water, Air and Riparian Programs, the BLM Southern Nevada District Hydrologist and Botanist and the Inyo County Water Department concludes that the drawdown is due to groundwater pumping by the project, the CPM shall notify the project owner that its groundwater pumping is to cease.

Subsequently, the project owner may resume pumping if the CPM, in consultation with BLM Nevada and California state leads for Soil, Water, Air and Riparian Programs, the BLM Southern Nevada District Hydrologist and Botanist and the Inyo County Water Department concludes that the exceedance of the drawdown trigger(s) was due to factors other than the project's pumping, and that the project's groundwater pumping did not contribute to the trigger exceedance, or the water table recovers to baseline levels.

G. Revise BIO-23, Subparagraph 13 to read: The Vegetation Monitoring Plan shall include an inventory of groundwater-dependent or groundwater-influenced habitat and resources that may be potentially affected by the Project. The inventory should identify and describe habitat and resources that are dependent on or influenced by groundwater, including spring flow, base flow to streams and rivers, phreatophytic meadows, phreatophytic scrub, and riparian areas. At a minimum, baseline data shall be collected at all monitoring sites and reference sites twice annually between project approval and the start of pumping. Vegetation data collected at the GDE plots within the first two years following the start of pumping may also be used to improve the baseline dataset if corresponding monitoring wells detect no statistically significant water table drawdown at those sites. Subject to approval by the CPM, in consultation with BLM Nevada and California state leads for Soil, Water, Air and Riparian Programs, ~~and~~ the BLM Southern Nevada District Hydrologist and Botanist and the Inyo County Water Department, if groundwater pumping ceases or is replaced by other water sources, vegetation monitoring shall continue until groundwater levels have returned to baseline levels.

H. Revise the first two paragraphs of BIO-24 to read: Thresholds for remedial action, as defined in **BIO-23** and **WATER SUPPLY-6**, are designed to avoid impacts to the mesquite woodlands and other groundwater-dependent ecosystems (GDEs) near the project before they result in a loss of resources, or a significant impact to habitat functions and value. ~~If monitoring detects project related impacts to any groundwater dependent ecosystems (GDEs) that meet or exceed the thresholds, the project owner shall determine which project well(s) are the source of the impact and stop pumping, modify or reduce pumping at that well(s) as necessary to restore the groundwater elevation to pre-threshold levels.~~ As provided in BIO-23, if drawdown in any monitoring well exceeds the drawdown that corresponds to threshold of significant drawdown for any GDE, the project owner shall have 90 days to provide evidence to the CPM that the drawdown is not a result of groundwater pumping by the project. If after reviewing the evidence provided by the project owner and other relevant evidence, the CPM, in consultation with BLM Nevada and California state leads for Soil, Water, Air and Riparian Programs, the BLM Southern Nevada District Hydrologist and Botanist and the Inyo County Water Department concludes that the drawdown is due to groundwater pumping by the project, the CPM shall notify the project owner that its groundwater pumping is to cease. ~~Pumping shall cease until the project owner has provided evidence, subject to approval by the CPM in consultation with the BLM Nevada and California state leads for Soil, Water, Air and Riparian Programs, and the BLM Southern Nevada District Hydrologist and Botanist, that a reduction or modification in pumping would restore the groundwater elevation to pre-threshold levels, as demonstrated by a statistical trend analysis, refined by the most recent annual monitoring data as described in WATER SUPPLY-6, that compares actual to predicted water level declines due to project pumping. This provision is not a replacement for the acquisition and retirement of water rights prescribed in WATER SUPPLY-2 to offset the project's contribution to the basin imbalance.~~

zoning reclassification. If the application is approved by Inyo County, the project would be consistent with the County of Inyo General Plan and Zoning Ordinance; however, approval of the application will not resolve the issue of placing of project structures on public roads nor will it resolve the placing of project structures across lot lines or provide the required ~~To date the applicant has not submitted applications to the county in order for the county to provide input to staff for development of appropriate conditions of certification. Staff has recommended two conditions of certification related to the Subdivision Map Act and~~ financial assurances under Title 21, the Renewable Energy Ordinance.

Land Use – New or Revised Findings of Fact

A. Add the following new finding: The HHSEGS proposes placing structures within public roads, which are property rights held by the public, and across property lines.

B. Add the following new finding: The HHSEGS would not be consistent with the Inyo County Subdivision ordinance or California statutes without the proposed COCs.

C. Add the following new finding: The Inyo County Board of Supervisors holds exclusive authority to abandon public roads and the take land use actions, such as merging lots or reverting acreage.

Land Use – New or Revised Conditions of Certification

A. Revise LAND-2 to read: At least 30 days prior to the start of any project-related site disturbance activities, the project owner shall submit evidence of a financial assurance mechanism or ~~proposal~~ agreement to the CPM and Inyo County for review and approval (i.e. bond, letters of credit, trust funds, etc.) to ensure sufficient financial assurances are in place to fully restore the project site to pre-project conditions. in accordance with the preliminary plan required by BIO-26. Additionally, at least 90 days prior to the start of ground disturbing activities associated with planned project closure activities in accordance with the final closure plan required by BIO-26, the project owner shall submit to the CPM and to Inyo County for review and approval, evidence of a financial assurance agreement (i.e. bond, letters of credit, trust funds, etc. to ensure sufficient financial assurances are in place to fully restore the project site to pre-project conditions in accordance with the final plan.

The agreement shall allow the CEC ~~Energy Commission~~ to use the decommissioning fund to restore the property to pre-project conditions in the event that the project owner, or its successors or assigns, do not properly decommission the project or restore the property to pre-project conditions within a reasonable time following the cessation of business operations or the abandonment of the project or property for whatever reason.

The agreement shall provide that the amount of the decommissioning fund shall be calculated to fully implement the decommissioning activities as described in the preliminary and the final closure plans for the HHSEGS project and the property. The project owner shall pay for the County to retain a third party expert to review the preliminary and final closure plans and confirm about the adequacy of the decommissioning fund. The decommissioning fund shall be adjusted for inflation (every three years) and for any updates to the ~~final~~ closure plans.

With regards to the inflationary adjustment, the agreement shall specify either a process or the most appropriate inflationary index(es) to capture the actual costs to perform the necessary decommissioning work. The agreement also shall provide that, in the event that the decommissioning fund is inadequate to fully decommission the project or restore the property, the project owner, its successors or assigns, shall be liable for any amount expended by the CEC or by the County over the decommissioning fund balance and shall provide for termination of the decommissioning fund upon the completion of implementation of the final closure plan.

Verification: At least 30 days prior to the start of construction and prior to any Notice to Proceed with construction issued by the CPM, the project owner shall provide the CPM with documentation of an approved financial assurance ~~e~~agreement satisfactory to Inyo County and CPM, and at least 90 days prior to the start of ground disturbing activities associated with planned project closure activities in accordance with the final closure plan required by BIO-26, the project owner shall provide the CPM with documentation of an approved financial assurance or agreement satisfactory to Inyo County and CPM.

B. Add the following new COC: The project owner shall comply with the provisions of Title 16, Subdivisions, Inyo County Code of Ordinances and Streets and Highway Code Section 8310 et seq. to ensure that public roads within the project site have been abandoned by the Inyo County Board of Supervisors.

Verification: At least 30 days prior to construction of the HHSEGS project, the project owner shall submit evidence to the CPM, indicating that the Inyo County Board of Supervisors has abandoned such public roads on the project site as necessary to allow construction of project facilities in the former public roads.

Socioeconomics – New or Revised Findings of Fact

Insert the following language and findings of fact: Staff concludes that HHSEGS would cause a significant adverse, direct, indirect, or cumulative socioeconomic impact to the County of Inyo as a result of the increased need to provide County services directly relating to the construction and operation of the proposed project, specifically the increased services necessary from the following County departments: Sheriff's Department, Health and Human Services, Integrated Waste Management, Motor Pool, Inyo/Mono Agriculture Commissioner, Water Department, Information Services, and Assessor, based on the following proposed findings of fact:

1. The HHSEGS is located more than 200 miles from the Owens Valley, the population center of the County and is expected to be constructed on approximately 3,200 acres of privately owned land in the Charleston View area of the County. The project applicant holds an option to lease the HHSEGS site and other privately owned lands adjacent to the site, which, when combined with the HHSEGS site, totals nearly 10,000 acres;

2. Less than two percent of Inyo County remains in private ownership, and every acre restricted for the purpose of compensatory mitigation results in a significant impact. Biology-related compensatory mitigation proposed for the project exceeds 6,000 acres, including requirements to encumber private lands in Inyo County with a conservation easement in perpetuity. If private lands within Inyo County are utilized for compensatory mitigation, there will be significant impacts to the economic environment in Inyo County.

3. The residential area commonly referred to as Charleston View, located directly south of the HHSEGS site across Old Spanish Trail, is occupied by approximately 65 residents;

4. The closest communities to the HHSEGS site within which the County of Inyo provides County services to residents and visitors are the communities of Tecopa and Shoshone, located approximately 30 miles west of the HHSEGS site;

5. Approximately 181 residents reside in the communities of Tecopa and Shoshone and Charleston View;

6. The County provides non-law enforcement services to the HHSEGS site with limited local staff, primarily staffed in Tecopa, and supplements those services with staff from the County offices located in Lone Pine, Independence and Bishop;

7. General law enforcement services are provided through the Inyo County Sheriff's Department through two resident deputies residing in Shoshone in County-owned housing. The patrol area for the deputies patrolling the HHSEGS site encompasses 3200 miles, consisting of both paved and unpaved roads.

8. During construction of the HHSEGS, additional County services will be required in order to address the service needs due to the anticipated construction workforce, which will peak at nearly 1,100 employees.

9. The HHSEGS is anticipated to be constructed under the terms and conditions of a project labor agreement with the Kern, Inyo and Mono Trades Council, which agreement would provide hiring preferences to union employees residing in Kern, Inyo and Mono counties. If the proposed project's construction workforce needs are not met by union employees in those counties, hiring preferences will be extended to union employees residing in California. Due to the remote location of the HHSEGS site and the fact that there is not a large California union labor pool residing within a two-hour commute of the HHSEGS site, the majority of the construction workforce will commute from areas within California remote from the project site.

10. The HHSEGS site's close proximity to the Nevada community of Pahrump and the city of Las Vegas will result in sufficient temporary housing stock for the construction workforce. Limited temporary housing is available in Inyo County in the communities of Tecopa and Shoshone, mostly in the form of campsites. In addition, the HHSEGS site is surrounded by numerous vacant privately owned parcels upon which illegal, onsite usage, or "squatting", has occurred in the past. The applicant estimates that five percent (5%) of the construction workforce, approximately 55 employees, will reside in Inyo County. That will result in a 30% increase in the total population in the communities surrounding the HHSEGS.

11. The temporary increase in population will result in an increase in County services to the south east portion of the County currently served with limited resources. Local law enforcement in Clark County Nevada, the agency responsible for general law enforcement in Primm, Nevada, experienced a 30% increase in service calls in Primm during the construction of the Ivanpah project. It is likely that similar increases will be seen in both Inyo County and neighboring counties in Nevada from the increase in residents resulting from temporary construction housing.

12. The County estimates that the increased cost for services resulting from the HHSEGS is $11,129,466 during the construction period and $1,713,735 during the operation of the project. Specifically, those costs are estimated, based on the information available to the County as of February 16, 2012, as follows:

Agency/Department	Initial/ Construction	Ongoing Annual
Health & Human Services		$188,115
Assessor	$120,000	$120,000
Sheriff	$2,130,666	$1,269,120
Public Works	$8,157,000	$78,500
Information Services	$237,600	
Agricultural	$150,000	$50,000
Waste Management	$156,000	
Motor Pool	$33,200	
Water Department	$145,000	$8,000
Total	$11,129,466	$1,713,735

The increased costs identified by the County will not be off-set by the estimated increase in property tax. In addition, due to the location of the HHSEGS in a remote area of the County and the HHSEGS site's close proximity to large communities in Nevada, the County is not expected to benefit from other economic benefits which generally flow from projects similar to the HHSEGS.

13. Title 21 of the Inyo County Code sets forth the policy and permitting requirements of the County for renewable energy facilities. Title 21 governs the siting, licensing and construction of the proposed project. Title 21 includes a definition of "environment" which exceeds that contained in the California Environmental Quality Act and includes economic environment of the County. One of the stated purposes of Title 21 is "to recover the costs of increased services" resulting from the construction of a facility such as the proposed project. Mitigation measures mandated by Title 21 include those necessary to "ensure that the County and its citizens do not bear an undue financial burden from the project."

14. The estimated cost of construction of the HHSEGS exceeds $5,000,000 and, as such, the local sales and use taxes from the construction contractors may be allocated to the local jurisdiction of the specific construction jobsite by the contractor and subcontractors. The designation of the HHSEGS jobsite for purposes of sales and use tax would result in the County receiving revenues to off-set the economic impacts resulting from the increased service costs caused by the HHSEGS.

15. The applicant indicated a willingness to maximize the tax benefits to the County. (Data Request Set 2-F, Response 194). In order to maximize such benefits it is necessary that the County retains a consultant with expertise in the area of sales and use tax, which consultant should be funded by the project owner, so as to assure the proper procedures and designations are met.

16. The May 12 Socioeconomic and Fiscal Impacts of the HHSEGS on Inyo County, prepared by the CEC, has unequivocally stated that the County of Inyo will receive in excess of $84.5 million in sales and use tax during the three-year construction period for the HHSEGS.

Socioeconomics – New or Revised Conditions of Certification

A. Add the following new COC: SOCIO 2 (Local Sales and Use Tax)

1. The project owner shall require that all qualifying contractors and subcontractors exercise their option(s) to obtain a Board of Equalization sub-permit for the HHSEGS jobsite and allocate all eligible sales and use tax payments to the County of Inyo. Prior to commencement of any construction activity on-site, the project owner will require that the contractor or

subcontractor provide to the County of Inyo a copy of the contractor's or subcontractor's State of California Board of Equalization (BOE) account number(s) and sub-permit(s), or a statement that use tax does not apply to their portion of the project. To accomplish this, project owner shall either cause its construction contractor to treat the project in accordance with Title 18 CCR Sections 1521(b)(2)(B), 1521(c)(13)(B) and 1826(b), for sales and use tax purposes or form a "Buying Company" as defined in the State of California BOE Regulation 1699(h), or take such other action as directed by the consultant and County. The project owner can adopt an alternate methodology to accomplish this goal if such methodology is approved by the County prior to commencement of construction.

2. The project owner shall be required to reimburse the County for all costs associated with any expenses it incurs for consultants with expertise in sales and use tax allocation, hired by the County, to assist the project owner and its contractor and subcontractors to complete and submit all documents necessary to register the HHSEGS project site as the source of all sales and use taxes in conformance with the laws and regulations of the BOE. The consultant may set out the necessary procedures which the project owner, its contractor and all qualifying subcontractors shall follow in order to maximize the County's receipt of sales tax.

3. If project owner receives an exclusion of applicable sales and use tax payable to the County under Senate Bill 71 under the State Public Resources Code (Section 26003 et seq.) and the California Alternative Energy and Advance Transportation Financing Authority (CAEATFA), project owner shall pay to the County of Inyo $84.5 million, which represents the estimated amount of the sales tax which would have been received if project owner had not obtained such exclusion, as set forth in the "Socioeconomic and Fiscal Impacts of the Hidden Hills Solar Electric Generating System on Inyo County" dated May 2012.

4. Within five (5) days of certification, project owner shall deliver to the County a letter of credit, which may be drawn upon as expressly set forth below. The amount of the letter of credit shall be $84.5 million.

5. The letter of credit may be reduced annually to an amount equal to the then amount of the letter of credit minus the then cumulative total amount of Local Sales and Use Tax attributable to construction of the proposed project that the BOE records indicate were allocated to the County of Inyo. Project owner may replace the existing letter of credit with a new letter of credit in an amount equal to the new amount required as determined using the calculation method described above.

6. Within 30 days after the completion of construction of the proposed project, the consultant, project owner and County shall review the BOE records to determine if the cumulative Local Sales and Use Tax attributable to construction of the proposed project and allocated by the BOE to the County is less than the estimated $84.5 million; if so, the project owner shall pay such difference within sixty (60) days of the date the County notifies the project owner of the deficiency. If the project owner fails to pay such difference within such time period, the County of Inyo may draw upon the letter of credit in an amount equal to the deficiency. Any disputes between project owner and the County shall be resolved by the CEC.

7. Upon payment in full of the amount of the $84.5 million (whether through allocations from the BOE, direct payments under this section, and/or draws upon the letter of credit), or upon abandonment of the proposed project, the letter of credit shall be returned to the project owner.

8. The letter of credit is intended as mitigation required under Title 21 of the Inyo County Code by way of requiring security to the County for the receipt by the County of Local Sales and Use Tax, which is anticipated to provide revenue necessary to the County to off-set the increased service costs caused by the proposed project when combined with the anticipated increase in property tax revenue from the project site. In the event the proposed project is not constructed, is only partially constructed, or is reduced in size, the letter of credit obligation and the obligation to pay the County of Inyo any deficiency with respect to the $84.5 million shall be reduced in size, the letter of credit obligation and the obligation to pay County any deficiency with respect to the $84.5 million shall be reduced accordingly through a revised estimate established by the consultant. Project owner shall provide the information needed by the consultant and County to make this revised estimate.

Verification: The project owner shall further provide proof of the establishment of the letter of credit in the amount of $84.5 million and shall further provide confirmation from Inyo County of the hiring of a consultant at project owners' expense.

B. Add the following new COC: SOCIO-3 (Economic Mitigation on Private Lands within Inyo County)

1. The applicant and the CEC, in coordination with the County, shall investigate and implement, means to enhance degraded public lands (including lands designated Wilderness), rather than use private lands in Inyo County for compensatory mitigation, including investigating and advocating for means to quantify restoration activities on public lands in lieu of direct compensatory mitigation.

2. If private lands within Inyo County are to be used as compensatory mitigation for impacts of the project, whether such lands are selected before or after certification of the project, prior to selection of such lands, the CEC should cause a study of the lost economic opportunity costs which the County would suffer as a result of the conversion of the private lands to mitigation lands and the environmental impacts what would result from such conversion and, if any such lands are selected, that the CEC impose appropriate mitigation, including economic mitigation mandated by Title 21 of the Inyo County Code of Ordinances, to fully offset any identified adverse impacts to the County and/or to the environment.

Traffic and Transportation – New or Revised Conditions of Certification

A. Revise COC TRANS-2 (Right-of-Way) as follows: Prior to any ground disturbance, improvements, or obstruction of traffic within any public road, the project owner shall dedicate to the County of Inyo 24 feet of right-of-way along Old Spanish Trail Highway for the length of HHSEGS site. The configuration of driveways into the HHSEGS site do not allow for rights-of-way for traffic transitions within the limits of the HHSEGS site. The drive locations shall be reconfigured to accommodate traffic transitions within the limits of the property boundaries or additional right-of-way beyond the HHSEGS site shall be acquired and dedicated to Inyo County along the Old Spanish Trail Highway.

Revise Verification: Prior to the start of construction, the project owner shall provide evidence to the CPM that the dedication of right-of-way to and accepted by Inyo County has been completed.

B. Add the following new COC TRANS-2A (Pavement Preparation/Widening) as follows: Prior to any ground disturbance, other improvements, or other obstruction of traffic within any public road, the project owner shall apply for and receive an encroachment permit from Inyo County for the construction and completion of construction of an asphalt concrete overlay on Old Spanish Trail Highway and pavement widening including transitions to accommodate the turning movements along Old Spanish Trail Highway into and out of the HHSEGS site.

Add Verification: Prior to the start of onsite construction, the project owner shall provide evidence to the CPM that the construction of asphalt concrete overlay and turn lanes into and out of the HHSEGS site have been accepted by Inyo County.

C. Revise Verification of COC TRANS-3 to read: Prior to the start of site mobilization, the project owner shall photograph or videotape all of the affected public roads, easements, right-of-way segment(s), and/or intersections (including the portion of the Old Spanish Trail located to the west of project). The project owner shall provide the photographs or videotape to the CPM and the affected jurisdictions (California Department of Transportation (Caltrans), Nevada Department of Transportation (NDOT), and Inyo County). The purpose of this notification is to request that these jurisdictions consider postponement of any planned public right-of-way repair or improvement activities in areas affected by project construction until construction is completed, and to coordinate any concurrent construction-related activities that cannot be postponed.

If damage to public roads, easements, or rights-of-way is identified by the project owner or the affected jurisdiction ~~occurs during construction~~, the project owner shall immediately notify the CPM and the affected jurisdiction(s) to identify the section of the public right-of-way to be repaired. At that time, the project owner shall apply for, receive and comply with all conditions of an encroachment permit from the affected jurisdiction and establish a schedule for completion and approval of the repairs. Following completion of any public right-of-way repairs, the project owner shall provide the CPM letters signed by the person authorized to accept the repairs in the affected jurisdiction(s) stating their satisfaction with the repairs. If, in the opinion of the affected jurisdiction(s), the project owner is not timely in completing the required repairs, the jurisdiction(s) can, at its discretion, complete the repairs with its own staff or contract with an independent contractor to complete the repairs at the expense of the project owner. The project owner will reimburse the affected agency(ies) for the expense of the repairs.

D. Revise COC TRANS-4 (Truck Route) as follows: The project owner shall require all construction truck traffic use State Route 160 for all access to and from the project site. Throughout the construction and operation of the project, the project owner shall document, that all trucks access the project site using Nevada State Route 160 and shall investigate, evaluate, and ~~attempt to~~ resolve all project truck-related complaints. The project owner or authorized agent shall:

- Use the Traffic Complaint Resolution Form (below), or a functionally equivalent procedure acceptable to the CPM, to document and respond to each traffic complaint;
- Attempt to contact the person(s) making the traffic complaint within 24 hours;
- Conduct an investigation to determine the transportation company in the complaint and;
- Submit a report documenting the complaint and actions taken.

The report shall include: a complaint summary, including the final resolution and, if obtainable, a signed statement by the complainant stating that the truck route problem has been resolved to the complainant's satisfaction.

The project owner will pay a $10,000 penalty to Inyo County for each truck that accesses the site using the portion of the Old Spanish Trail Highway to the west of the project. This penalty shall be in addition to the restoration of any damage to the portion of the Old Spanish Trail to the west of project caused and addressed in accordance with TRANS 3.

Verification: The project owner shall include this specific route in its contracts for truck deliveries and provide the CPM with a copy of the transmittal letter to the contractors specifying the truck route.

E. Revise COC TRANS-5 (Traffic Control Plan, Heavy Hauling Plan, and Parking/Staging Plan) as follows: Prior to the start of construction of the HHSEGS, the project owner shall prepare a Traffic Control Plan (TCP) for the HHSEGS's construction and operations traffic. The TCP shall address the movement of workers, vehicles, and materials, including arrival and departure schedules and designated workforce and delivery routes.

The project owner shall consult with the Department of Transportation (Caltrans) District 9 office, Nevada Department of Transportation (NDOT) and Inyo County in the preparation and implementation of the Traffic Control Plan (TCP). The project owner shall submit the proposed TCP to Caltrans District 9, NDOT, and Inyo County in sufficient time for review and comment, and to the CPM for review and approval prior to the proposed start of construction and implementation of the plan. The Traffic Control Plan (TCP) shall include:

- Provisions for redirection of construction traffic with a flag person as necessary to ensure traffic safety and minimize interruptions to non-construction related traffic flow;
- Placement of necessary signage, lighting, and traffic control devices at the project construction site and lay-down areas;
- A heavy-haul plan addressing the transport and delivery of heavy and oversized loads requiring permits from ~~the California Department of Transportation (Caltrans), Nevada Department of Transportation (NDOT)~~ other state or federal agencies, and/or the affected local jurisdictions;
- Location and details of construction along affected roadways at night, where permitted;
- Temporary closure of travel lanes or disruptions to street segments and intersections during construction activities;
- Traffic diversion plans (in coordination with Caltrans, the County of Inyo and NDOT) to ensure access during temporary lane/road closures;
- Access to residential and/or commercial property located near construction work and truck traffic routes;
- Insurance of access for emergency vehicles to the project site;
- Advance notification to residents, businesses, emergency providers and hospitals that would be affected when roads may be partially or completely closed;
- A plan for monitoring LOS during construction on SR 160 and Old Spanish Trail Highway. The applicant shall report LOS findings to the ~~Energy Commission~~CEC's CPM as necessary;
- Assessment and implementation, if needed, of coordinated work hours and arrival/departure times outside of peak traffic;
- A coordinated park-and-ride program or rideshare program designed to transport construction workers to the project site via a van or bus service.
- Identification of safety procedures for exiting and entering the site access gate;
- Parking/Staging Plan (PSP) for all phases of project construction and for project operation.

For any activity on public roads, the project owner shall apply for, receive and comply with all conditions of an encroachment permit from the affected jurisdiction.

Verification: At least 60 calendar days prior to the start of construction, the project owner shall submit the TCP to the applicable agencies for review and comment and to the CPM for review and approval. The project owner shall also provide the CPM with a copy of the transmittal letter to the agencies requesting review and comment, and a copy of the encroachment permit issued by the affected agency for any activities on a public road.

At least 30 calendar days prior to the start of construction, the project owner shall provide copies of any comment letters received from the agencies, along with any changes to the proposed development plan, to the CPM for review and approval.

Visual Resources – New or Revised Conditions of Certification

A. Add the following new COC: The applicant/project owner shall provide a community center with parking. A detailed plan shall be developed.

Verification: At least 120 days before project commencement a detailed plan shall be submitted to the CPM for review and approval, and to Inyo County, affected Tribes and other stakeholders for review and comment. Plan details shall include:

a.) Parking and visitor area surface treatments;

b.) Landscape planting and irrigation plan;

c.) Parking area plan indicating lighting, parking striping, ingress and egress;

d.) Structural elements material finishes and details.

(a-b-c-d above may all be incorporated into the landscape plan required in VIS-2 and lighting plan required in VIS-3).

Water Supply – New or Revised Findings of Fact

Add the following new finding: With the proposed COCs, the project will protect the County of Inyo's citizens and environment from impacts related to groundwater pumping.

Water Supply – New or Revised Conditions of Certification

A. Revise the first paragraph of WATER SUPPLY-6 to read: The project owner shall submit a Groundwater Level Monitoring, Mitigation, and Reporting Plan to the CPM and to the Inyo County Water Department for review and approval in advance of construction activities and prior to the operation of onsite groundwater supply wells. The Groundwater Level Monitoring, Mitigation, and Reporting Plan shall provide detailed methodology for monitoring background and site and off-site groundwater levels. The monitoring period shall include pre-construction, construction, and Project operation. The plan shall establish pre-construction and Project-related groundwater level trends that can be quantitatively compared against predicted trends near the Project pumping wells and near potentially impacted resources.

B. Revise WATER SUPPLY-6, A.1 to read: A well reconnaissance shall be conducted to investigate and document the condition of existing water supply wells located within 3 miles of the project site, provided that access is granted by the well owners. The reconnaissance shall include sending notices by registered mail to all property owners within a 3 mile radius of the project area., shall identify the owner of each well, and shall include the location, depth, screened interval, pump depth, static water level, pumping water level, and capacity of each well. The plan should include, as feasible, agreements from the owner of each well approving monitoring activities.

C. Revise the first paragraph of WATER SUPPLY-8 to read: The project owner shall submit a Groundwater Level Monitoring, Mitigation, and Reporting Plan to the CPM and to the Inyo County Water Department for review and approval in advance of construction activities and prior to the operation of onsite groundwater supply wells. The Groundwater Level Monitoring, Mitigation, and Reporting Plan shall provide detailed methodology for monitoring background and site and off-site groundwater levels. The monitoring period shall include pre-construction, construction, and Project operation. The plan shall establish pre-construction and Project-related groundwater level trends that can be quantitatively compared against predicted trends near the Project pumping wells and near potentially impacted resources. The plan shall include a model for predicting changes in the groundwater flow system resulting from the Project which

has the capability to assess changes in hydraulic head, flow rate, flow direction, and water budget and shall include model runs which predict effects of the planned groundwater pumping by the Project on GDEs and predictions of the level of groundwater pumping that will cause significant impacts on such habitats and resources. The Project Owner shall also use the model to provide an evaluation of the sustainability of the water supply for the life of the project, including the cumulative sustainability when considered with other pumping occurring or projected to occur in the groundwater basin.

~~This condition proposes a threshold for significant impacts to groundwater dependent vegetation caused by water level decline due to Project groundwater pumping. This condition also proposes mitigation that would, if initiated, reduce the impact to a level that is less than significant.~~

The plan shall also include:

i. Provisions for initiation of water level monitoring as soon as wells are available and results will be publicly available;

ii. A plan for logging and aquifer testing of all new production wells;

iii. A plan for verifying the predictive tools described above and for revising or recalibrating the tools as necessary.

iv. A plan for revising thresholds as dictated by new data concerning system response to Project operation.

v. In cooperation with U.S. BLM and if permission is granted by BLM, the applicant shall fund and construct a monitoring well approximately ½ mile west of the Stump Springs ACEC for inclusion in the monitoring well network.

vi. An enforceable commitment based on monitoring data and significance thresholds, to implement mitigation measures as necessary.

D. Revise WATER SUPPLY-6.C.4 and WATER SUPPLY 8.C.5 to read: ~~After the first five-year operational and monitoring period the CPM shall evaluate the data and determine if the monitoring program for water level measurements should be revised or eliminated. Revision or elimination of any monitoring program elements shall be based on the consistency of the data collected. The determination of whether the monitoring program should be revised or eliminated shall be made by the CPM.~~ Groundwater elevations shall be measured throughout the life of the project at least twice per year, and reported to the CPM and to the Inyo County Water Department. The County will report these data to the California Department of Water Resources as part of the California Groundwater Elevation Monitoring Program.

E. Revise the Verification section of WATER SUPPLY-8 in each instance where a report or information is to be submitted to the CPM to read: ...to the CPM and to the Inyo County Water Department.

NOW, THEREFORE, BE IT FURTHER RESOLVED that, based on the information available to date and with incorporation of the findings and COCs delineated above, this Board of Supervisors finds that that the proposed HHSEGS minimizes potential social, economic, and environmental impacts to the extent feasible, and that the reclamation plan, financial assurances, and other conditions incorporated herein adequately safeguard the health, safety, and welfare of the County's citizens, the County's environment (including its public trust resources), and the County's financial well-being.

BE IT FURTHER RESOLVED that, based on the information available to date and with the incorporation of the findings and COCs delineated above, along with the findings and COCs set out in the PSA, this project would comply with Title 21 of the Inyo County Code.

PASSED AND ADOPTED this 17th day of July, 2012 by the following vote of the Inyo County Board of Supervisors:

AYES: Supervisors Arcularius, Cash, Pucci, Fortney and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-

Marty Fortney
Chair, Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By Patricia Gunsolley
Patricia Gunsolley, Assistant

CONFIDENTIAL AND PRIVILEGED
FOR DISCUSSION

Exhibit A
Sales/Use Tax Analysis for HHSEGS
BrightSource Analysis of Estimated Sales/Use Tax Allocation

Purpose	California Sales Tax Rate	County Allocated Rate	Estimated Costs Subject to Sales/Use Tax (Note 1)	Breakdown	Comparative Allocation to County	Fair Share Amount
State (General Fund)	3.94%			$ 41,370,000		
State (Fiscal Recovery Fund)	0.25%			$ 2,625,000		
County Transportation Funds (ICLTC)	0.25%			$ 2,625,000		
State (Local Public Safety Fund)	0.50%	0.50%		$ 5,250,000	$ 5,250,000	
State (Local Human and Health Services Fund)	0.50%	0.50%		$ 5,250,000	$ 5,250,000	
County Special Districts Tax	0.50%	0.50%		$ 5,250,000	$ 5,250,000	
State (Local Revenue Fund 2011)	1.06%	1.06%		$ 11,130,000	$ 11,130,000	
City and County Operations (General Fund)	0.75%	0.75%		$ 7,875,000	$ 7,875,000	$ 7,875,000
Total	**7.75%**	**3.31%**		**$ 81,375,000**	**$ 34,755,000**	

Notes
1 - BrightSource estimates that $1.050 billion of construction costs will be subject to sales/use tax for both Hidden Hills I and Hidden Hills II.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
21

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Marvin Moskowitz, Director, Environmental Health Services

FOR THE BOARD MEETING OF: **December 11, 2012**

SUBJECT: Revised Environmental Health Permit Fee Ordinanace

DEPARTMENTAL RECOMMENDATION:

Request Board conduct a public hearing on an ordinance entitled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, repealing Inyo County Ordinance number 1132 , repealing Chapter 7.52 of the Inyo County code and enacting a new Chapter 7.52 of that code to modify the Environmental Health Services fee schedule, and amending section 7.52.030 of that chapter to provide for annual adjustments to that fee schedule". It is recommend that the fee schedule be modified in two categories: (1) water laboratory and (2) retail food fees as pertains to community events, temporary food facilities and the newly established cottage food industry, and that the annual 3% fee increase be replaced with future increases based on the All California Fiscal Year Averages CPI-U. Request Board to waive the first reading of the ordinance and schedule the enactment for Tuesday, December 18, 2012in the Board of Supervisors Room, at the County Administrative Center in Independence.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On November 20, 2007, the Board approved the staff recommendation to amend the existing Environmental Health permit fee ordinance to increase all revenues from fees by approximately 25%, with a 3% annual increase adjustment every January 1, beginning on January 1, 2009. The Board also directed staff to bring this ordinance back to the Board of Supervisors in five years for re-examination to determine if any modifications need to be made to the current fee schedule ordinance. As outlined in the Fact Sheet included in your Board's packet, the proposed Ordinance does not result in an increase in fees and, in fact, decreases certain fees. The Ordinance establishes other fees, such as the required Cottage Food permit fees, in order that the County complies with the recently enacted legislation which mandates the issuance of Cottage Food permits effective January 1, 2013. The annual 3% fee increase has been replaced with increases tied to the All California Fiscal Year Averages CPI-U based on the recommendation of County Counsel.

It is proposed that the Board waive the first reading and move to schedule enactment of the ordinance on Tuesday, December 18, 2012.

ALTERNATIVES:

1) Not adopt proposed ordinance, allowing existing fees and and the annual 3% increase to remain the same.
2) Approve the modifications to the fee schedule involving the water laboratory and retail food facilities, but modify the annual fee increase, either by suspending or eliminating the increase, or otherwise changing the annual increase.
3) Maintain the annual 3% fee increase but modify specific fees per Board direction, which is inconsistent with the recommendation of County Counsel to base future increases on the CPI..

OTHER AGENCY INVOLVEMENT:

FINANCING:

The net impact to the General Fund resulting from this action is minimal. The reduction in fees for specified retail food operations will be somewhat offset by the addition of a new food category (cottage foods) revenue source. The change in laboratory fees should not affect overall laboratory revenue.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 12/3/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman Approved: ✓ Date 12/5/12
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) Marcus Mackowski Date: 12/6/12

Environmental Health Fee Schedule Modifications/Review

Fact Sheet

December 5, 2012

History:

The Inyo County Environmental Health Services Department (EH) brought a fee increase proposal to the Board in November, 2007. The proposal included a 25% across the board increase in fees, and a 3% annual inflation factor increase. The Board agreed and Ordinance 1132 was passed, creating the new fee schedule, effective 1/1/09. The Board requested EH to evaluate how the increase has worked and report back to the Board in five years for modification, if necessary.

2012 Proposal:

EH is proposing to essentially continue the existing fee schedule, and annual increase, with some minor modifications. The proposed annual increase will be an annual increase tied to the All-California Consumer Price Index, replacing the fixed 3% annual increase now in place. Other changes are to water lab pricing and certain retail food permit fees as pertains to the promotion of local foods.

With the State accreditation of new technology water analytical techniques, EH is proposing to add two new analytical methods: the Colilert Quantitray and Quantitray 2000. The newer methods are quicker and less labor intensive and allows us to pass on cost savings to the client.

The other area of fee schedule modifications is the local retail food program. With the passage of AB1616 (Cottage Food Industry), effective 1/1/13, we have added fees for both the Class A facilities (direct sales only) and Class B facilities (direct and indirect sales). It is also proposed to decrease fees for community events and temporary food facilities, as well as adding an annual temporary food facility category. These modifications will ease the financial burdens of those who wish to sell locally grown and prepared foods at venues such as swap meets, farmers markets and other community events.

Fiscal Analysis:

EH fees in Inyo County are still among the lowest in the State. A quick comparison of hourly EH rates among neighboring counties:

Inyo County.....$ 73/hr (2013 rate)
Mono County.....$ 81/hr
Kern County.....$ 100/hr
San Bernardino County.....$ 122/hr

Referencing FY 12/13 numbers, EH Board Approved revenue is approximately $600,000. About $225,000 is from fees set in the fee schedule. The remaining revenue is derived from State grants, health realignment and motor vehicle license tax. With Board Approved revenues of $727,000, EH is projected to incur a Net County Cost of $121,000 this fiscal year.

Alternatives:

The proposal before the Board does not attempt to lower the EH net county cost. The proposal to reduce some fees will not have a significant impact on the overall EH revenue stream. The proposal to replace the 3% annual increase with a Consumer Price Index (CPI) annual adjustment will reduce the annual increase in fee revenue from approximately $7,000 to about $5,000, based on recent years' CPI adjustments.

Scenario A – Eliminate the Annual Fee Increase:

By eliminating the annual fee increase, EH would lose up to $7,000 in annual fees from the existing 3% fixed annual increase, and approximately $5,000 from the proposed annual increase based on the CPI adjustment. This would increase net county cost by up to 5.8%.

Scenario B – Implement 25% Across the Board Fee Increase:

Similar to what was done in 2007, a 25% across the board fee increase would decrease the EH net county cost by approximately 50%, from $121,000 to $60,000.

Conclusions:

- The proposal before the Board would accommodate local food growers/preparers and pass on new technology cost savings to some of our water lab users. It would also continue to allow modest revenue increases via the annual fee increase.

- On the other hand, a significant percentage of EH revenue (62%) is from State funding. This stream has diminished over the years. Some EH State grants face the possibility of total elimination in the near future. A fiscally conservative outlook would suggest that State funding revenue will continue to decrease in future years, and net county costs will increase.

- The EH fee schedule should continue to be reviewed by the Board every five years. The annual fee increase may not always be the proper solution, and all fees should be evaluated periodically.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING INYO COUNTY ORDINANCE NUMBER 1132, REPEALING CHAPTER 7.52 OF THE INYO COUNTY CODE AND ENACTING A NEW CHAPTER 7.52 OF THAT CODE RELATING TO SERVICE AND PERMIT FEES OF THE INYO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH SERVICES

The Board of Supervisors of the County of Inyo, State of California, ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to update the Inyo County Environmental Health Services Department's Schedule of Fees to address recent changes in State food safety regulations, to offer newer, more cost effective water laboratory analytical methods, to promote local retail food production endeavors, and to clarify certain provisions of existing code.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by various provisions of California statutes, including: California Health and Safety Code Sections 101325, and 101280 which permits the County to adopt fees to defray its costs to enforce public health statutes when that cost is not met by the fees prescribed by statute; California Health & Safety Code Sections 114365 and 114381, which authorize the County to impose a fee to defray its costs to administer and enforce the California Retail Food Code; California Health and Safety Code Division 20, Chapter 6.5 (commencing with Section 25100), Chapter 6.7 (commencing with Section 25280), Chapter 6.95 (commencing with Section 25500) and Chapter 6.11 (commencing with Section 25404); part 7 of division 104 of the Health and Safety Code (commencing with Section 13700); California Water Code (commencing with Section 13700) and California Constitution, Article XI, Section 7; Health and Safety Code Sections 116340; 116565; 116570;116595; and Public Resources Code Section 43213; and Government Code Section 54985 which permits a county to increase the amount of a fee authorized by State law in order to meet the County's actual cost of providing the service associated with the fee.

SECTION THREE. FINDINGS.

This Board hereby finds, upon the documentary and oral information presented to it in connection with its consideration of this ordinance, that the fees established herein are fair, reasonable, and exceed neither the actual nor reasonable cost to the County of administering and enforcing the various state statutes, regulations, orders, quarantines, and local laws, relating to public health in Inyo County.

SECTION FOUR. COUNTY ORDINANCE 1132 IS REPEALED.

Upon the date that this Ordinance shall take effect, Inyo County Ordinance 1132 shall be repealed, and no longer be of any force or effect. This Ordinance is not intended, and shall not be deemed, to repeal or invalidate any ordinance, resolution, or order adopted by the Board establishing Environmental Health permit inspection and services fees as expressly set forth in this Ordinance.

SECTION FIVE. INYO COUNTY CODE, CHAPTER 7.52 AMENDED.

Inyo County Code, Chapter 7.52, is amended to read as follows:

752.010 Definitions.

As used in this Chapter, the following terms have the following meanings:

"Environmental Health service fee" means the fee paid upon application and annually thereafter for permit, service, and inspection fees to operate or engage in the activities defined in this Chapter, or a one-time fee paid by any person for a plan-check, filing, and/or construction inspections for new construction, expansion, replacement, or modification of any activity as defined in and/or regulated by this Chapter.

"Permit" means the public health permit required to operate or engage in any activity as defined in or regulated by this Chapter.

"Person" means any natural person, firm, partnership, corporation, association, club, organization, or political subdivision.

7.52.020 Activities Requiring Permits – Payment of Fees.

Except as provided elsewhere in this code or state law, it is unlawful for any person to operate any of the following facilities or equipment, or engage in the following activities as defined in this Chapter, unless that person has first applied for and obtained the appropriate permit from the Inyo County Department of Environmental Health Services and paid the appropriate permit, inspection, or service fees, unless such fees are waived in accordance with this Chapter:

A. Retail Food & Cottage Food Facilities
B. Septic System installation/repair/abandonment/pumping vehicles
C. Small water systems
D. Well construction/abandonment
E. Integrated waste disposal/transfer facility
F. Commercial or public swimming pool, spa, or hot bath
G. Hazardous materials
H. Body Art

7.52.030 Environmental Health Service Fee Schedule, Annual Adjustments, Waivers.

A. Fee Schedule. Pursuant to Health and Safety Code Section 101325 and 101280 and other statutory authority set forth in this Chapter, there is established the following schedule of fees to be charged and paid for the various services performed and permits issued by the Inyo County Department of Environmental Health Services. The schedule shall be known as the "Environmental Health Services Fee Schedule" and shall be administered in accordance with this Chapter, other relevant provisions of the Inyo County Code, and state law; it shall be adjusted annually in accordance with subsection B of this Section.

B. Annual Adjustments to the Fee Schedule. Commencing on February 1, 2013, and every January 1st thereafter, the Director of Environmental Health Services shall prepare and publish an adjusted Environmental Health Services Fee Schedule, to be effective upon adoption by the Board of Supervisors. This Fee Schedule will reflect an annual cost of living adjustment (COLA) increase based on the All California Fiscal Year Averages CPI-U, which increases shall take effect each January 1st after the issuance of the CPI-U rate. All adjusted fees shall be rounded off, either up or down, to the nearest whole dollar. Every five years, the Director of Environmental Health will consult with the Board of Supervisors in order to determine whether the existing fee schedule is adequate or whether it needs to be revised and/or replaced by adopting a new ordinance establishing a new baseline of fees set forth in this Chapter. The fees set forth below are effective as of February 1, 2013 and are subject to annual (COLA) increases.

C. Waiver. Payment of fees set forth in the environmental services fee schedule may be waived as authorized and set forth in a resolution adopted by the Board of Supervisors.

7.52.040 Fees Related to Retail Food & Cottage Food Facilities.

A. Pursuant to Health and Safety Code Section 11370 et seq. (The California Retail Food Code) every holder of a permit required by the California Retail Food Code or Chapter 7.48 of this code entitled Food Handling Establishments, shall pay the fee set forth below, as adjusted in accordance with Section 7.52.030 (B) before obtaining or renewing any such permit respectively:

B. Annual Operating Permit

1. Restaurants.
    a. Zero to twenty-four seats: $179.00
    b. Twenty-five to fifty seats $216.00
    c. Fifty-one to one hundred seats: $261.00
    d. More than one hundred seats: $290.00

2. Bar only, no prepared food: $175.00

3. Markets w/food prepared on site, i.e. meat market, bakery and/or deli:
    a. One to three thousand square feet:.....$232.00

b. Three thousand one to ten thousand square feet:.....$290.00
c. Ten thousand and one to twenty five thousand square feet.....$406.00
d. More than twenty five thousand square feet: $579.00

4. Markets w/no food prepared on site:
   a. One to five hundred square feet: $115.00
   b. Five hundred one to three thousand square feet: $175.00
   c. Three thousand one to ten thousand square feet: $232.00
   d. Greater than ten thousand square feet: $290.00

5. Produce Stand: $73.00

6. Bakery: $162.00

7. Bed & Breakfast $175.00

8. Other Food Related Activities
   a. Mobile Food Facilities (potentially hazardous food).....$115.00
   b. Mobile Food Facilities (non-potentially hazardous food)..... $73.00
   c. Community Event Organizer Application Fee
      1. Community event, one day.....$100.00
      2. Community event, multiple days.....$232.00
   d. Temporary Food Facilities: $50.00
      1. Annual Temporary Food Permit.....$150.00
   e. Caterers.....$175.00
   f. Cottage Food Facility
      1. Class A Operation - Direct Sales Only.....$50
      2. Class B Operation - Direct & Indirect Sales.....$146

C. As used in this Section, the following terms have the following meanings:

1. "Community Event" means an event that is of civic, political, public, or educational nature, including state and county fairs, city festivals, circuses, and other public gathering events approved by the Environmental Health Services Department, as described by Health and Safety Code Section 113755.

2. "Food Facility" includes permanent and nonpermanent food facilities including but not limited to: public and private school cafeterias; restricted food service facilities; supervised care facilities; commissaries; mobile food facilities; mobile support units; temporary food facilities; vending machines; certified farmers' markets, cottage food facilities and as otherwise described in Health and Safety Code Section 113789.

3. "Cottage Food Operation" means an enterprise that has not more than the amount in gross sales as permitted by Health & Safety Code section 113758(a), is operated by a cottage food operator with no more than one full-time equivalent non-family member

employee within the registered or permitted area of a home where the cottage food operator resides and where cottage food products are prepared or packaged for direct, indirect or direct and indirect sales to consumers and as otherwise described in Health & Safety Code section 113758.

4. "Food Preparation" means packaging, processing, assembling, portioning, or any operation that changes the form, flavor, or constancy of food, but does not include trimming of produce or as otherwise defined by Health and Safety Code Section 113791.

5. "Market" means a permanent food facility which sells food for retail which may include prepared or non-prepared food.

6. "Mobile Food Facility" means a vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility or other approved source to the consumer as defined by Health and Safety Code Section 11381.

7. "Temporary Food Facility" means a food facility that operates at an approved community event, or is open for business for specific events on a nonregular basis.

8. "Restaurant" means a permanent food facility operating in a permanently constructed structure, including any room, building, place, or portion thereof, maintained, used, or operated for the purpose of storing, preparing, servicing, manufacturing, packaging, or otherwise handling food at the retail level as defined by Health and Safety Code Section 113849.

9. "Bed and Breakfast" means a restricted food service facility that serves food only to its registered guests, that serves only a breakfast or similar early morning meal and no other meals, and that includes the price of food in the price of the overnight transient occupancy accommodation or as otherwise described by Health and Safety Code Section 113893.

10. "Produce Stand" means any permanent or nonpermanent food facility that sells or offers for sale produce or as otherwise described by Health and Safety Code Section 113879.

11. "Potentially hazardous food" (a) food that is natural or synthetic and that requires temperature control because it is in a form capable of supporting the rapid and progressive growth of infectious or oxygenic micro-organisms, the growth and toxin production of clostridium botulinum, or, in the raw shell eggs, the growth of Salmonella enteritidis or otherwise described by Health and Safety Code Section 11387. "Potentially hazardous food" includes a food of animal origin that is raw or heat-treated, a food of plant origin that is heat-treated or consists of raw seed sprouts, cut melons, and garlic-in-oil mixtures that are not acidified or otherwise modified at a

food processing plant in a way that results in mixtures that do not support growth as specified under subdivision (a).

12. "Retail" means the storing, preparing, serving, manufacturing, packaging, transporting, salvaging, or otherwise handling food for dispensing or sale directly to the consumer or as otherwise defined by Health and Safety Code Section 113895.

7.52.050 Fees Related to Recreational Safety.

A. Pursuant to Health and Safety Code Section 101325 and 101280, every applicant for and any holder of a permit to operate a public or commercial swimming pool, spa, or hot bath shall pay the fee set forth below, as adjusted in accordance with Section 7.52.030 (B) before obtaining or renewing said permit, respectively:

1. Public/ Commercial Swimming Pools and Spas:.....$215.00
2. Hot Baths: $108.00
3. Secondary Facilities:
    a. Second and successive pool or spa:.....$85.00
    b. Second and Successive hot bath:.....$30.00

B. As used in this Section the following terms have the following meanings:

1. "Public Swimming Pool" means a pool that is routinely opened to the general public, such as a municipal or city pool.

2. "Commercial Pool" means a pool typically found in a motel, hotel, apartment, or condominium complex that is open to the patrons and guests of such facilities.

3. "Spa" means typically a small sized pool having water elevated in temperature but not exceeding one hundred four degrees Fahrenheit and containing jets for velocity air injection below the water level.

4. "Hot Bath" means a spa without jets or other artificial air injection, which may include naturally occurring hot mineral water that flows through the bath and is not recirculated.

5. "Secondary facilities" means second and subsequent pool, spa, hot bath in any combination at a single common site.

7.52.060 Fees Related to Onsite Waste Water Disposal System.

A. Pursuant to Health and Safety Code Sections 101325 and 101280, every applicant for a permit relating to waste water disposal systems as described below shall pay the permitting fee, service, and inspection fees described below, as adjusted in accordance with Section 7.52.030(B) before obtaining any such permit and/or performing any work thereunder.

B. Permits for Onsite Septic: (These services include but are not limited to, plan checks, site visit, soils morphology, percolation evaluation, incremental and final inspection.)

1. New conventional septic system.....$358.00
2. New Alternative design system.....$502.00
3. Existing system-leachline repair/replacement.....$261.00
4. Septic tank repair/replacement.....$73.00
5. Septic tank abandonment.....$73.00
6. Sewage pumping vehicle, annual permit per vehicle.....$144.00

C. As used in this Section, the following terms have the following meanings:

1. "Conventional sewage disposal system" means the most common type of system utilized when significant adverse environmental conditions are not present; typically a septic tank and leach field system.

2.. "Septic Tanks" means a two compartment tank designed to separate the solids from household waste water allowing only a clarified liquid to be discharged to the leach field.

3. "Leach Field" means a series of one or more gravel filled trenches designed to receive waste water from a septic tank and disperse it for subsurface soil absorption.

4. "Alternative design system" means a more technically complex system designed to provide a higher level of treatment under adverse environmental conditions that would likely result in pollution were a conventional system installed.

5. "Sewage pumping vehicle" means a truck, collection tank and vacuum pumping system designed to remove the contents of septic tanks, grease traps, holding vaults, RV dump stations, chemical toilets, and the like for transport to an approved disposal location.

7.52.070 Fees Related to Water Wells.

A. Pursuant to Health and Safety Code Sections 101325 and 101280, every applicant for a permit relating to construct, repair, modify, improve, abandon, or destroy any well shall pay the following fees described below, as adjusted in accordance with Section 7.52.030(B) before obtaining any such permit and/or performing any work thereunder.

B. Permits Fees. (Includes a plan check, site visit, permit conditions, incremental and final inspection.)

1. Public water system well:.....$431.00
2. Monitoring wells:.....$144.00
3. All other wells (domestic, agricultural, cathodic):.....$358.00
4. Well modification, repairs, improvements or destruction:.....$73.00

C. As used in this Section the following terms have the following meanings:

1. "Domestic well" means a non-public well intended to provide a water source for human consumption.

2. "Agricultural well" means a well designed and intended solely for the irrigation of crops or the watering of livestock.

3. "Public well" means a well serving a public water system, or a state small water system, as defined by The California Safe Drinking Water Act.

4. "Monitoring well" means a well constructed for the purpose of observing or monitoring groundwater condition.

5. The repair and/or replacement of well pumps and related electrical appurtenances, the cleaning, flushing and surveillance of wells, and any other work to a well that does not impact the fundamental nature of the well casing or the well itself, does not require a permit from this department.

7.52.080 Fees for water-related laboratory services.

A. Pursuant to Health and Safety Code Sections 101325 and 116525 et seq., persons requesting or requiring the following services of the Environmental Health Services Department shall pay the following fees as adjusted in accordance with Section 7.52.030(B) in order to receive such services.

B. Water-Related Testing Fees:

1. Colilert P/A:.....$32.00
   1a. Annual Payment for 12 Monthly Routine Samples.....$345.00

2. Colilert 10 tube:.....$48.00

3. Colilert 15 tube.....$52.00

4. Colilert Quantitray.....$40.00

5. Colilert Quantitray 2000.....$43.00

6. MTF, 10 Tube:.....$65.00

7. MTF, 15 Tube:.....$87.00

8. HPC:.....$104.00

9. Hach brom cresol P/A:.....$30.00
9a. Hach + EC/BC Transfer to Confirm.....$10.00

10. Non-emergency after hour lab services:.....$73.00 /hr.
(After hour services will include a minimum of 2-hour charge per day above the regular costs of the analysis to cover overtime staff expenses.)

C. As used in this Section, the following terms have the following meanings:

1. "Presence/Absence (P/A): means a type of bacteriological test that is based upon the respiratory by-products of coliform bacteria causing a pH change within the growth media of the sample bottle. This includes both Brom-cresol and Colilert P/A tests. This type of test provides a non-quantitative result.

2. "Multiple tube fermentation technique (MTF)" means a method of testing water that involves adding portions of water sample to a varying number of ten milliliter tubes which contain a specific growth media.

7.52.090 Fees Related to Small Water Systems.

A. Pursuant to Health and Safety Code Sections 101325 and 116340(c) every applicant for and every holder of an Environmental Health Services Department permit to operate a small water system in Inyo County shall, upon application and annually, respectively, pay the following fees, as adjusted in accordance with Section 7.52.030 (B):

B. Permit to Operate.

1. Permit application fee: new community system:.....$896.00

2. Permit application fee, new non-community system:.....$538.00

3. Permit application fee, new state small system.....$219.00

4. Existing water system, change of ownership:.....$269.00

5. Existing water system, permit modification:.....$447.00

6. Community water system, 15-24 service connections.....$358.00

7. Community water system, 25-99 service connections.....$574.00

8. Community water system, 100-199 service connections.....$718.00

9. Non-community water system.....$502.00

10. State small water system, 5-14 service connections.....$215.00

C. As used in this Section the following terms have the following meanings:

1. "Public water system" means a system for the provision of piped water to the public for human consumption that has fifteen or more service connections or which regularly serves at least twenty-five individuals on a daily basis for at least sixty days out of the year.

2. "Community water system" means a public water system that serves at least fifteen service connections and is used by permanent residents or which regularly serves at least twenty-five permanent residents.

3. "Non-community water system" means a public water system that is not a community water system.

4. "State small system" means a system for the provision of piped water to the public for human consumption and that serves at least five, but no more than fourteen service connections and does not regularly provide drinking water on a daily basis to any average of more than twenty-five individuals for more than sixty days out of the year.

7.52.100 Fees Related to Integrated Waste Management Program.

A. Pursuant to Health and Safety Code Section 101325 and Public Resources Code Section 43213 every operator of a solid waste facility and every person engaged in solid waste handling in Inyo County shall pay the following fees, as adjusted in accordance with Section 7.52.030 (B), before engaging in such operation or handling:

1. Landfills.....$1724.00/year

2. Transfer stations.....$1724.00/year

B. In addition, any person who owns land upon which a closed, illegal, inactive, or abandoned solid waste facility is situated or maintained shall reimburse the Department of Environmental Health Services for all time reasonably expended by it in enforcing any statute, regulation, clean-up order or remediation action with respect to the site at the rate of sixty three dollars per hour.

C. As used in this Section the following terms have the following meanings:

1. "Landfill/disposal site" means a site designed and operated to receive residential, commercial, and/or municipal refuse and process the waste for on-site burial in accordance with the minimum standards of the State of California.

2. "Transfer station" means a site designed and operated to receive residential, commercial, and/or municipal refuse for on-site storage in containers to be transported to an appropriate disposal site on a regular basis.

3. "A closed, illegal, or inactive site" means a site formally used as a landfill or open dump site, but which is now closed and subject to monitoring for indiscriminate or illegal dumping. Also, a site where illegal dumping is occurring without permit or authorization, or a site which is not permanently closed but which is not active and which receives waste infrequently or not at all.

7.52.110 Fees Related to the Regulation of Hazardous Materials (CUPA) Activities.

A. Pursuant to Health and Safety Code Sections 25287(e) and 25404.5 any person who operates a facility in Inyo County at which hazardous materials or wastes are stored, used, generated, or treated or which is otherwise subject to regulation by the local certified unified program agency (CUPA), shall pay the following fees which, except for the State Surcharge Fees to be paid under subsection A of this Section, shall be annually adjusted in accordance with Section 7.52.030 (B), for the CUPA's enforcement of the activities described in subsection (c) of Section 25404 of the California Health and Safety Code:

B. Department of Environmental Health Services (DEHS) Local Certified Unified Program Agency (CUPA) Regulatory Fees:

1. Annual Facility Operating Fees.

a. Base fee,

CUPA facility(no UST, large quantity generator, or treatment) ...$110/facility/year

b. CUPA facility with UST(s).....$330.00 /facility/year

c. CUPA facility large quantity generator.....$202.00/facility/year

d. CUPA facility with treatment..... $202.00/facility/year

e. CUPA facility with a combination of any two or the following activities UST(s), large quantity generator, or treatment...$306.00/facility/year
With all three activities.....$416.00/facility/year

f. CUPA facility with Cal ARP.....$585.00/ facility/year

D. As used in this Section the following terms have the following meanings:

1. "CUPA" means a "certified unified program agency," as described in Health and Safety Code Section 25404 consisting of an agency which, pursuant to a written agreement with the State of California, is required to implement or enforce one or more of the unified program elements described in paragraphs (4) (5) of subdivision (c) of Section 25405 of Health and Safety Code.

2. "Unified program facility" means all public and private land and structures, other appurtenances, and improvements on said land which are subject to the requirements of subdivision (c) of Section 25404 of the California Health and Safety Code.

3. "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment and includes, but is not limited to, any hazardous substance, hazardous waste, or other material which a handler thereof or the CUPA agency has a reason for believing is or would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.

4. "Hazardous waste" means either the following:

   a. Any waste or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may either (i) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or reversible but incapacitating illness, or (ii) poses a substantial presence or potential hazard to human health or to the environment when improperly used, treated, stored, transported or disposed of, or otherwise managed; or

   b. A waste which meets any of the criteria for identification of a hazardous waste adopted by the Environmental Health Services Department pursuant to Section 25141 of the California Health and Safety Code.

5. "Underground storage tank" means a tank which stores hazardous materials as described in Chapter 6.7 of Division 20 of the California Health and Safety Code.

6. "Small quantity waste generator" means a small business as defined in Section 14837 of the California Government Code, that generates more than one hundred kilograms but less than one thousand kilograms of hazardous waste per month.

7. "Large quantity waste generator" means a business that generates one thousand or more kilograms of hazardous waste per month.

8. "State surcharge" means an amount of money, determined by the Secretary of the Department of Health on an annual basis pursuant to Health and Safety Code Section 25404.5(b), to meet the necessary and reasonable costs of state agencies in carrying out their responsibilities under Chapter 6.7 of the Health and Safety Code.

9. "Treatment" means any method, technique, or process which changes or is designed to change the physical, chemical or biological character or composition of any hazardous waste or material contained therein, and which removes or reduces its harmful properties or characteristics for any purpose.

10. "CalARP" means The California Accidental Release Program as described in Article 2 of Chapter 6.95 of Division 20, commencing with Section 25531, of the California Health and Safety Code.

7.52.120 Fee for Businesses Conducting Body Art.

A. Pursuant to the California Safe Body Art Act, every applicant for and every holder of an Environmental Health Services Department permit to operate a body art facility in Inyo County shall, upon application and registration, annually pay the following fees, as adjusted in accordance with Section 7.52.030 (B):

1. Registration Fee:.....$ 25.00
2. Facility Permit:.....$121.00

B. As used in this Section, the following terms have the following meanings:

1. "Body Art Facility" means any room, shop, space or vehicle where tattooing, permanent cosmetics, branding or body piercing is performed.

7.52.130 Additional Service Fees

In addition to the permit fees set forth in this Chapter, every applicant for and every holder of any permit described herein, plus any other persons requesting service, shall pay the following fees for the following services of the Environmental Health Services Department:

1. Plan check/construction review.....$73.00/hour
2. Re-inspection time.....$73.00/hour
3. Office hearing $73.00/hour
4. Enforcement actions and activities.....$73.00/hour
5. Extended time (such as requested inspections and additional services/consultations. This does not include routine office or telephone contact. For applications listed above, when base staff time is significantly exceeded, then extended time will be charged up to completion of mandatory review).....$73.00 /hour

7.52.140 Administrative Fees.

A. Copies, up to three copies.....free
B. Copies over three.....$0.25 per copy
C. Late Payment of Fees (over 90 days).....50% of fee
D. Returned Check Fee.....$30.00
E. Fee Refund Request Processing Fee.....$35.00
F. Replacement Permit.....$30.00

SECTION SIX. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the remaining portion of this Ordinance. This Board of Supervisors hereby declares that it would have enacted this Ordinance and every section, subsection, sentence, clause, or phrase hereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

SECTION SEVEN. EFFECTIVE DATE

This ordinance shall take effect and be in full force and effect on February 1, 2013. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this _____ day of _____, 2012, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

MARTY FORTNEY, Chairman
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By_____
Patricia Gunsolley
Assistant Clerk of the Board

Pw/dg:Ordinance:EnvironmentalFee [2] 10/2/07

For Clerk's Use Only:
AGENDA NUMBER

22

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Mental Health

FOR THE BOARD MEETING OF: **December 11, 2012**

SUBJECT: **Ordinance establishing fees for the Inyo County Mental Health Program**

DEPARTMENTAL RECOMMENDATION:

Request Board A) conduct a Public Hearing on a proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Revising Inyo County Community Mental Health Services Fees", that will repeal current Ordinance No. 1051; and B) waive the first reading of the ordinance and schedule the enactment for 11:30 a.m., Tuesday, December 18, 2012 in the Board of Supervisors Room at the County Administrative Center, in Independence, California.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County Mental Health services fees were set in 2002 to closely match the county's costs as calculated in cost reports at that time. Subsequent Mental Health cost reports reflected a reasonable approximation to these fees, until Fiscal Year 2008/09, when some rates began to creep up into the State Maximum Allowable (SMA) area. The SMA was imposed by the Department of Mental Health (DMH) as a cap on fees counties could claim for mental health services and has remained static since Fiscal Year 2006/07. Until Fiscal Year 2012/13, most counties maintained their local fees to match the SMA rates to maximize their cash flow in the current fiscal year, knowing their fees would likely surpass the SMA's at cost report time. Inyo, however, kept its fees below the SMA's, even though our costs were increasing. Recent changes resulting from Assembly bill (AB) 1297 direct DMH (now the Department of Health Care Services [DHCS]) to reimburse county Mental Health Plans (MHP's) based upon their certified actual costs, and eliminates the SMA. To accomplish this change, DHCS estimated counties' actual costs for Fiscal Year 2012/13 using the most recently filed cost report and inflation factors. In Fiscal Year 2012/13, the Fiscal Year 2009/10 cost report is being used as the basis to determine the certified actual costs. The new interim rates for each county have been entered into the Short Doyle 2 billing system by DHCS and are effective now for services provided after June 30, 2012. The interim payments derived from these new interim rates will be settled to the lower of costs via the normal cost report settlement process.

DHCS will define interim rates for MHP's annually using prior year cost reports with the intention of maintaining a reasonable approximation of the MHP costs. The changes to the Ordinance increase the current rates to the actual rates that are allowed to be charged. Inyo County Mental Health will need to adjust its rates in the ShareCare billing system in order to claim at these higher rates. An analysis of the difference this will create in terms of cash flow revealed a $200,000 increase in Federal Financial Participation (FFP) for Fiscal Year 2012/13. Please note that this difference will have been recouped by the county at settlement time 2-3 years later, regardless.

The changes to the rates are as follows: Mental Health Services and Therapeutic Behavior Services rates went from $2.20 per minute to $3.32 per minute, an increase of $1.12 per minute; Medication Support rate went from $4.09 per minute to $5.41 per minute, an increase of $1.32 per minute; Crisis Intervention rate went from $3.29 per minute to $4.66 per minute, an increase of $1.37 per minute; and Case Management Brokerage rate went from $1.71 per minute to $2.88 per minute, an increase of $1.17 per minute. The new rates are based on the actual costs of the program, and again will allow for a more timely recoupment of the FFP dollars.

ALTERNATIVES:

Your board could deny this request, and the result would be lower cash flow this fiscal year, which would be recouped a few years later via cost report settlement. Inyo County Mental Health would continue to claim Short Doyle Medi-Cal – Federal Financial Participation funds at its 2002 - board approved rates.

OTHER AGENCY INVOLVEMENT:

Department of Health Care Services

FINANCING:

Short Doyle Medi-Cal - Federal Financial Participation funds. This revenue will be deposited in Mental Health (045200), object code Mental Health Medi-Cal (4748).

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: R Date: 11-30-12
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: _____
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 12-5-12

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
REVISING INYO COUNTY COMMUNITY
MENTAL HEALTH SERVICE FEES

The Board of Supervisors of Inyo County ordains as follows:

Section I: INTENT

Inyo County currently charges mental health fees for mental health services provided by the County. These fees are only charged to those who are able to pay them. These fees were last adopted on February 26, 2002. The intent of this ordinance is to adjust those fees in accordance with Assembly Bill (AB) 1297, which directs the California Department of Health Care Services (DHCS) to reimburse Mental Health Plans (MHP) based upon an approximation of their actual costs. DHCS has determined that a reasonable approximation of the MHP's cost is the calculation of costs using its prior year's certified cost report. DHCS has released an Interim Rate table for Fiscal Year 2012/13 using Fiscal Year 2009/10 cost report. Inyo County Mental Health intends to charge fees in keeping with the designated rates that are set forth by DHCS.

Section II: PURPOSE

The purpose of this ordinance is to adjust fees, based on the rates set forth by DHCS for the provision of mental health services to recover the costs of providing the program.

Section III: AUTHORITY

Welfare and Institutions Code (W&I), Sections 5709 and 5710 authorize the County to charge for mental health services in accordance with W&I section 5720. DHCS considers the rates in the most recently filed certified cost reports as a reasonable means of approximating the County's certified public expenditures. DHCS will claim federal reimbursement for each MHP based upon an approximation of its actual cost of providing the services without exceeding the contract upper payment limit that is applied to each MHP.

Section IV: FEES

The County of Inyo Community Mental Health Program fees are hereby established as follows:

INYO COUNTY MENTAL HEALTH SERVICES SCHEDULE OF FEES

MODE OF SERVICE	SERVICE DESCRIPTION	FEE (per minute of service)
Outpatient Services	Mental Health Services	$3.32
Outpatient Services	Therapeutic Behavioral Services	$3.32
Outpatient Services	Medication Support	$5.41
Outpatient Services	Crisis Intervention	$4.66
Outpatient Services	Case Management Brokerage	$2.88

Section V: SERVICE

The activities included within the Service Description are defined in Title 9, California Code of Regulations (CCR), Section 543: Title 22, CCR, Section 51341.

Section VI: UNITS OF SERVICE

The fee for each Service shall be the exact number of minutes used by staff providing a reimbursable services, pursuant to Title 9, CCR, Section 1840.316, and such amendments thereto and superseding documents as promulgated from time to time by the State of California, Department of Health Care Services.

Section VII: DETERMINATION OF FEE FOR INDIVIDUAL

The exact amount of the fee charged to each individual for a Service may be less than the maximum fee established pursuant to Section IV and VI herein, subject to the minimum annual fee for service set forth in this Section VII. Such exact fee for an individual shall be determined based upon ability to pay in accordance with the "Uniform Method of Determining Ability to Pay" pursuant to W&I Section 5724 and set forth in DMH Information Notice 98-13, and such amendments and/or superseding documents as promulgated from time to time by the State of California, Department of Health Care Services.

Section VIII: APPLICATION TO DEFINED SERVICES ONLY

This Ordinance shall apply only to the Services expressly designated and defined herein, and not to any other services and associated rates, fees, or charges which the County of Inyo is authorized to charge or collect pursuant to other applicable law.

Section IX: COUNTY ORDINANCE 1051 REPEALED

On the effective date of this Ordinance, Ordinance No. 1051, establishing fees for the Inyo County Community Mental Health Program is repealed.

Section X: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect, except as herein limited, thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124 (b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this _____ day of _____, 2012.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mary Fortney, Chairman
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio, Clerk of the Board

By:_____
Pat Gunsolly, Assistant Clerk of the Board

FY2012-13 Enclosure 1

County Interim Rate Table for Short-Doyle Medi-Cal Reimbursement

July 1, 2012 through June 30, 2013

Service Function Name	Procedure Code	MODE OF SERVICE: CR/DC Code	MODE OF SERVICE: SD/MC Claiming Code	Service Function Code	Time Base	HUMBOLDT (12)	IMPERIAL (13)	INYO (14)	KERN (15)	KINGS (16)	LAKE (17)	LASSEN (18)	LOS ANGELES (19)	MADERA (20)	MARIN (21)	MARIPOSA (22)	MENDOCINO (23)	MERCED (24)
A. 24-HOUR SERVICES		05	05, 07, 08 or 09															
Hospital Inpatient	H2015	05	07, 08, 09	10 - 18	Day	$1,083.74	$1,255.02	$1,255.02	$1,653.39	$1,255.02	$1,255.02	$1,255.02	$1,255.02	$1,255.02	$1,255.02	$1,255.02	$1,255.02	$1,255.02
Hospital Admin Day	H0046		07, 08, 09	19		$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95
Psychiatric Health Facility (PHF)	H2013		05	20 - 29		$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$712.46
Adult Crisis Residential	H0018			40 - 49		$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71
Adult Residential	H0019			65 - 79		$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01
B. DAY SERVICES		10	12 or 18															
Crisis Stabilization (ER)	S9484	10	12, 18	20 - 24	Hour	$72.40	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09
Crisis Stabilization (UC)				25 - 29		$97.09	$97.09	$97.09	$147.32	$97.09	$97.09	$97.09	$97.09	$97.09	$134.22	$97.09	$97.09	$71.72
Day Treatment: Intensive (1/2 Day)	H2012	10	12, 18	81 - 84	Hour (use Flat Half Day Rate for units = 3 and <4)	$148.02	$148.02	$148.02	$148.02	$154.60	$148.02	$161.24	$184.64	$148.02	$148.02	$218.27	$131.72	$148.02
Day Treatment: Intensive (Full Day)				85 - 89	Beneficiary Full Day	$207.90	$207.90	$207.90	$207.90	$217.14	$207.90	$226.47	$259.34	$207.90	$207.90	$306.57	$185.00	$207.90
Day Treatment: Rehab (1/2 Day)				91 - 94	Hour (use Flat Half Day Rate for units = 3 and <4)	$90.00	$86.35	$86.35	$86.35	$86.35	$86.35	$94.07	$86.35	$86.35	$86.35	$86.35	$76.84	$86.35
Day Treatment: Rehab (Full Day)				95 - 99	Beneficiary Full Day	$140.48	$134.78	$134.78	$134.78	$134.78	$134.78	$146.83	$134.78	$134.78	$134.78	$134.78	$119.94	$134.78
C. OUTPATIENT SERVICES		15	12 or 18															
Linkage(Case Mgmt)/ Brokerage	T1017	15	12, 18	01 - 09	15 minutes (Billed in One minute increments)	$25.05	$42.90	[1] $43.20	$33.00	$26.25	$31.50	$33.75	$36.75	$27.45	$42.90	$45.90	$27.75	$14.10
Mental Health Services (MHS)	H2015 H2017 H0032			10 - 19, 30 - 57, 59		$32.40	$55.35	[2] $49.80	$42.60	$33.90	$40.65	$43.65	$47.10	$29.85	$55.50	$59.25	$35.85	$20.10
TBS	H2019			58		$32.40	$55.35	[3] $49.80	$42.60	$33.90	$40.65	$43.65	$47.10	$29.85	$55.50	$59.25	$35.85	$20.10
Medication Support	H2010 G8437 H0034			60 - 69		$60.00	$102.30	[4] $81.15	$78.75	$62.55	$75.15	$80.85	$92.85	$56.40	$102.60	$109.50	$66.15	$102.60
Crisis Intervention	H2011			70 - 79		$48.30	$82.35	[5] $69.90	$63.45	$50.40	$60.60	$65.10	$74.85	$35.10	$82.50	$88.20	$53.25	$31.50

1. 43.20/16 = 2.88
2. 49.80/15 = 3.32
3. 49.80/15 = 3.32
4. 81.15/15 = 5.41
5. 69.90/15 = 4.66

DHCS
TOBY DOUGLAS
DIRECTOR

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

EDMUND G. BROWN JR.
GOVERNOR

August 22, 2012

MHSD INFORMATION NOTICE NO.: 12-06

TO: LOCAL MENTAL HEALTH DIRECTOR'S
LOCAL MENTAL HEALTH PROGRAM CHIEFS
LOCAL MENTAL HEALTH ADMINISTRATORS
COUNTY ADMINISTRATIVE OFFICES
CHAIRPERSONS, LOCAL MENTAL HEALTH BOARDS

SUBJECT: ELIMINATING THE SCHEDULE OF MAXIMUM ALLOWANCE PER ASSEMBLY BILL 1297

REFERENCE: Welfare and Institutions Code, Section 5720 and 5724, 42 CFR 447.362 and 42 CFR 433.51

EXPIRES: Retain until superseded

Effective July 1, 2012, Assembly Bill (AB) 1297 (Statutes of 2011) directs the Department of Health Care Services (DHCS) to reimburse county mental health plans (MHPs) based upon their certified public expenditures (CPEs) that do not exceed the non-risk contract upper payment limit (UPL) applied to each MHP. The intent of AB 1297 is for DHCS to claim federal reimbursement for each MHP based upon an approximation of its actual cost of providing the services without exceeding its UPL.

The purpose of this information notice is to briefly describe the CPE process, the UPL for each MHP, how the State will provide interim reimbursement to each MHP for specialty mental health services provided after June 30, 2012, and how the State will perform its interim and final cost settlement of specialty mental health services.

Certified Public Expenditures

The following overview of CPE requirements is provided to give MHPs a general understanding of the CPE requirements that are applicable to the specialty mental health services program.

Section 1903(a) of the Social Security Act provides, in part, that the Federal Government shall pay to the State a percentage "of the total amount expended" for

providing medical assistance (which includes specialty mental health services).[1] This percentage is referred to as the Federal Medical Assistance Percentage (FMAP).

States may use public funds expended by other units of government for purposes of claiming federal reimbursement for the cost of Medicaid services and activities. Section 433.51 of title 42 of the Code of Federal Regulations provides that the amount expended must be ". . . certified by the contributing public agency as representing expenditures eligible for FFP under this section." Public entities may not certify expenditures that have not yet been made, for example, where the certification is based, in whole or in part, on an invoice or other billing that has not yet been paid. Federal reimbursement with respect to the expenditure certified is paid to the state in accordance with the appropriate FMAP rate. For example, in a state with a 50 percent FMAP rate, if the amount certified is $100, then the claim would be for $50 in FFP (.50 x 100).

DHCS claims federal reimbursement for Medi-Cal specialty mental health services based on public expenditures certified by the MHPs. When a MHP submits an interim claim for reimbursement it should either reflect the MHP's actual cost or a reasonable approximation of the MHP's actual cost. When the claim for reimbursement is for a specialty mental health service rendered by a county owned and operated facility, the MHP is not expected to know its actual cost. The MHP will not know its actual cost until the fiscal year is over and it has completed its cost finding and cost allocation through the specialty mental health services cost report. Consequently, the interim claim for reimbursement of services rendered by county-owned and operated providers will be based upon a reasonable approximation of the MHP's actual cost. An example of a reasonable approximation is the determination of costs based upon the prior year's certified cost report. DHCS will settle these interim payments to actual cost when the MHP files its certified cost report.

When the claim for reimbursement is for a service provided by a contract provider, the MHP is expected to know its interim cost. After a contract provider renders a specialty mental health service to a Medi-Cal beneficiary, it will invoice the MHP for payment. The MHP must pay the provider before submitting a claim to DHCS for federal reimbursement. The interim cost to the MHP is equal to the amount it paid the provider for the service rendered. This cost to the county is the amount the county may certify as its public expenditures as long as the source(s) of funding used to pay the provider is eligible for federal reimbursement. DHCS expects the claim for reimbursement to equal the amount the MHP paid the provider for the service rendered less any funding sources not eligible for federal reimbursement.

[1] 42 U.S.C. § 1396b(a).

Mental Health Plan Upper Payment Limit

MHPs contract with DHCS to provide specialty mental health services to Medi-Cal beneficiaries under a section 1915(b) waiver. That section 1915(b) waiver identifies the contract between DHCS and the MHPs as a non-risk contract. Title 42, Chapter IV, Subchapter C, Part 447, Section 362 of the Code of Federal Regulations (42 CFR 447.362) establishes the UPL for non-risk contracts.

Under the provisions of 42 CFR 447.362, the federal reimbursement paid to MHPs may not exceed the amount that Medicaid would have paid providers under the State plan for the services furnished to Medi-Cal beneficiaries plus the net savings of administrative costs the Medicaid agency achieves by contracting with the MHPs.

DHCS is currently working with CMS to obtain approval of proposed State Plan Amendment (SPA) 09-004 that describes the methodology by which it will determine each MHP's non-risk contract UPL to be applied to reimbursement to each MHP for their expenditures in providing specialty mental health services. The purpose of SPA 09-004, which is expected to be approved for an effective date of January 1, 2009, is to establish the MHP UPL to allow reimbursement under the Specialty Mental Health Services Waiver up to the federal UPL, which will be equal to the sum of total allowable costs less third party revenue for all of the MHP's legal entities. Total allowable costs for each legal entity will likely be equal to the lower of allowable cost or usual and customary charges for the specialty mental health services provided, unless the legal entity qualifies as a nominal charge provider. Total allowable costs for a legal entity that qualifies as a nominal charge provider is equal to the legal entity's allowable cost for the specialty mental health services provided.

DHCS will separately calculate the UPL for each MHP and apply it to the total certified public expenditures at interim settlement and final settlement. At interim and final settlement, the MHP's total CPEs reimbursed must not exceed its UPL.

Interim Claims for Reimbursement

Interim claims for payment of federal reimbursement for specialty mental health services provided after June 30, 2012, will not be limited by the Schedule of Maximum Allowances (SMA). Interim claims for reimbursement of specialty mental health services provided by county owned and operated providers will be limited by an interim rate established for each county. MHPs must submit claims for reimbursement of services provided by contract providers that are equal to the lowest of the amount the county paid the provider, an estimate of the provider's reasonable and allowable cost to provide the service, or the provider's usual and customary charge for the service. MHPs will have the option to establish a countywide maximum allowance to limit interim

claims for reimbursement of specialty mental health services provided by contract providers.

Because the MHPs know their interim cost of services provided by their contract providers, they may claim reimbursement based upon the amount they paid the providers without a maximum rate. Some MHPs may not have the capacity to submit claims for reimbursement based upon their actual costs due to various claiming rules established by the Health Insurance Portability and Accountability Act (HIPAA). To prevent over claiming in these situations, some MHPs may want to limit their interim reimbursement for services provided by contract providers to some maximum rate. The State will be seeking additional information from MHPs to determine which MHPs intend to limit their interim reimbursement for services provided by contract providers and the maximum rates they will establish for services provided by contract providers.

Because the MHP does not immediately know the actual cost of services provided by its county-owned and operated providers, DHCS must establish interim rates that approximate the MHP's cost of providing the service. DHCS will calculate interim rates for each MHP for each Medi-Cal mode and service function that the MHP is certified to provide.[2] DHCS will base the interim rate on the most recently filed cost report trended forward using a cost of living index. All interim claims submitted by a MHP for services provided by its county owned and operated providers will be limited by this interim rate.

To calculate appropriate interim rates for county owned and operated providers for Fiscal Year 2012-13, DHCS will be requesting additional cost information from the MHPs. DHCS will base the Fiscal Year 2012-13 interim rates on the most recently filed Fiscal Year 2009-10 cost report for the county legal entity. DHCS's methodology to reimburse indirect costs in the Fiscal Year 2009-10 cost report is different from the methodology it will use to reimburse indirect costs in Fiscal Year 2012-13. In Fiscal Year 2009-10, indirect costs would have been largely allocated to administration. In Fiscal Year 2012-13, indirect costs will be distributed among administration, utilization review/quality assurance, Medi-Cal Administrative Activities, and direct services. DHCS will be requesting MHPs to provide it with the amount of indirect costs that would have been allocated to each mode and service function reported in the Fiscal Year 2009-10 cost report had the county allocated costs using the same methodology described in DMH Letter 11-01.

Interim Settlement

DHCS will base the settlement of all interim payments on the MHP's CPEs that do not exceed its UPL. The MHP's CPEs for services provided by its county legal entity is

[2] The terms "Medi-Cal mode" and "Medi-Cal service function" are defined in the Specialty Mental Health Services billing and cost reporting protocol.

equal to the county legal entity's reasonable and allowable costs as determined in the county legal entity's specialty mental health services cost report. The MHP's CPEs for specialty mental health services provided by its contract owned and operated providers is equal to the amount it paid its contract providers for the specialty mental health services.

Each MHP's UPL will be equal to the total amount that DHCS would have paid the provider if the provider was reimbursed pursuant to the State Plan. The reimbursement methodology in the State Plan is likely to be limited to the lower of the provider's usual and customary charge or allowable cost for the specialty mental health services provided. The UPL for each MHP will likely be equal to the sum of each provider's usual and customary charge or allowable cost for the services provided, whichever is lower.[3] DHCS will calculate the federal reimbursement due to each MHP based on its CPEs that do not exceed its UPL.

The amount of federal reimbursement due to a MHP as determined in its cost report will continue to be compared to all interim payments made to the MHP. If the interim payments are less than the amount of federal reimbursement determined in the cost report, the MHP will receive a payment for the amount due. If the interim payments made to the MHP are greater than the federal reimbursement determined in the cost report, DHCS will require the MHP to repay the overpayment.

Final Settlement

Within three years after the MHP submits the reconciled cost report, DHCS will settle all payments to the MHP's finalized, audited spending year cost report. If at the final settlement, DHCS determines that the MHP has been underpaid, the MHP will receive a payment for the amount due. If at the end of the final settlement, DHCS determines that it overpaid the MHP, it will require the MHP to repay the overpayment. DHCS will follow federal Medicaid procedures for managing overpayments.

Please contact Charles Anders at (916) 650-6684 or Charles.Anders@dhcs.ca.gov if you have any questions about this information notice.

Sincerely,

Original signed by

Vanessa Baird
Deputy Director

[3] The State will inform MHPs how the UPL will be calculated once CMS approves SPA 09-004.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
24-25
26

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session ☐ Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: December 11, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(c)]. - Decision Whether to Initiate Litigation (one case).

PERSONNEL [PURSUANT TO GOVERNMENT CODE § 54957] - Public Employee Performance Evaluation - Title: Director Child Support Services

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: Wages, salaries and benefits - Title: Director Child Support Services - Negotiator: As designated by the Board of Supervisors

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.)* R Approved: ✓ Date 12.6.12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) R Date: 12.6.12
(The Original plus 20 copies of this document are required)