

# 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.

### January 21, 2014

9:00 a.m. 1. **PUBLIC COMMENT**

#### CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishon.
3. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishon.
4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

#### OPEN SESSION

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

5. **PUBLIC COMMENT**
6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

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

7. **COUNTY ADMINISTRATOR**

**Information Services** – Request Board A) approval of Master Services Agreement (MSA) for the delivery of telecommunications and information services between California Broadband Cooperative, Inc. (CBC) and the County of Inyo, which will be considered part of any future service order from CBC by the County; B) approve Exhibit B – CBC Internet Access Services associated with the MSA; C) approve Exhibit F – Point to Point associated with the MSA; and D) authorize the Chairperson to sign the MSA, Exhibits B and F.

8. **Information Services** – Request Board A) approve a Services Agreement between California Broadband Cooperation (CBC) and the County of Inyo – Sheriff’s Office for the delivery of Internet access service for a period of 5 years commencing on the date the service is installed in an amount not to exceed \$2,160 annually (\$10,800 over five years), contingent on the approval of the California Broadband Cooperative, Inc., Master Services Agreement and future budgets over the term of the Agreement; and B) authorize the Sheriff to sign on behalf of the County.
  
9. **Information Services** – Request Board A) approve a Services Agreement between the California Broadband Cooperation (CBC) and the County of Inyo – Health and Human Services for the delivery of Internet access service for a period of 5 years commencing on the date the service is installed in an amount not to exceed \$1,440 annually (\$7,200 over 5 years), contingent on the approval of the California Broadband Cooperative, Inc., Master Services Agreement and future budgets over the term of the Agreement and B) authorize the Director of Health and Human Services to sign on behalf of the County.
  
10. **Information Services** – Request Board A) approve a Services Agreement between the California Broadband Cooperation (CBC) and the County of Inyo – Information Services for the delivery of Internet access service for the period of 5 years commencing on the date service is installed in an amount not to exceed \$12,000 annually (\$60,000 over five years), contingent on the approval of the California Broadband Cooperative, Inc., Master Services Agreement and future budgets over the term of the Agreement; and B) authorize the Director of Information Services to sign on behalf of the County.

**HEALTH AND HUMAN SERVICES**

11. **Emergency Medical Services** – Request Board appoint the following to the Emergency Medical Care Committee to complete unexpired two year terms ending December 31, 2015: Philip Ashworth of the Independence Volunteer Fire Department; Steven Davis of the Olanca Cartago Fire Department; Mike Patterson of Sierra Lifeflight; Lisa Erwin of Northern Inyo Hospital; Andrew Stevens of Northern Inyo Hospital; Judd Symons of Symons Ambulance; and Lloyd Wilson of the Big Pine Fire Department. (*Notice of vacancy resulted in applications being received those requesting appointment*).

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

12. **COUNTY ADMINISTRATOR – Board of Supervisors – Chairperson** - Request Board approval of the 2014 Board of Supervisors committee assignments as recommended by Chairperson Supervisor Rick Pucci, and for the purposes of Form 806 reporting, making separate motions for the following assignments: Supervisor Arcularius to the Great Basin Air Pollution Control District Board; the BLM Steering and Mental Health Advisory Board; Supervisor Jeff Griffiths to the Local Agency Formation Commission and the Child Care Planning Council; Supervisor Rick Pucci to the Local Agency Formation Commission, and the Great Basin Air Pollution Control District Board; Supervisor Mark Tillemans to the Local Agency Formation Commission; and Supervisor Matt Kingsley to the Great Basin Air Pollution Control District.
  
13. **WATER DEPARTMENT** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the positions of Seasonal Field Assistants exists as certified by the Water Director, and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the positions, the vacancies could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate as there may not be sufficient internal applicants to fill the requested positions; and authorize the filling of six Seasonal Field Assistant I positions at Range 050PT (414.48 - \$17.21 per hour) for the period of May 16, 2014 through August 31, 2014, contingent upon the Board’s adoption of a FY 2014/15 budget.
  
14. **SHERIFF** - Request approval to A) purchase one side-by-side all-terrain vehicle from Honda Yamaha of Redlands in an amount not to exceed \$11,190 plus sales tax.
  
15. **PLANNING** – Request Board A) review the 2013 Request for Proposals for the Sustainable Communities Planning Grant and Incentives Program issued by the State of California Strategic Growth Council, B) engage staff in a discussion about a potential grant application for a Specific Plan for North Sierra Highway; and C) Director staff to proceed with preparing a grant application.

16. **PLANNING** – Request Board A) receive presentations from staff and Supervisors Arcularius and Tillemans about recent activities regarding the proposed listing and designation of critical habitat by the U.S. Fish and Wildlife Service (USFWS) for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad; B) consider attendance at the upcoming USFWS public hearing regarding the proposal in Sacramento; and C) otherwise provide direction.
17. **PLANNING** – Request Board A) review draft correspondence to Secretary Jewell, U.S. Department of the Interior, requesting the U.S. Fish and Wildlife Service analysis of the cumulative socioeconomic impacts associated with multiple forthcoming proposals to list species as endangered and to designate critical habitat within Inyo County; and authorize the Chairperson to sign correspondence in regard thereto.
18. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Road eater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.
19. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
20. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.
21. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meetings of January 7, 2014.

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

- 1:00 p.m. 22. **PRESENTATION** – Request Board receive a presentation from the Inyo Mono Advocates for Community Action (IMACA) on the Continuum of Care Program.
- 1:30 p.m. 23. **CLERK-RECORDER – Elections** – Request Board conduct a workshop on election costs.

**CORRESPONDENCE - ACTION**

**BOARD MEMBERS AND STAFF REPORTS**

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

24. **PUBLIC COMMENT**

**CORRESPONDENCE - INFORMATIONAL**

25. **TREASURER-TAX COLLECTOR** – Treasury Status Report for the Quarter Ending December 31, 2013.
26. **GOVERNOR** – Proclamation calling for the Statewide Direct Primary Election on Tuesday, June 3, 2014.



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

For Clerk's Use  
Only:  
AGENDA NUMBER

7

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

**FROM:** County Administrator – Information Services

**FOR THE BOARD MEETING OF:** January 21, 2014

**SUBJECT:** California Broadband Cooperative, Inc. Master Services Agreement

**DEPARTMENTAL RECOMMENDATION:**

Request your Board A) approve a Master Services Agreement (MSA) for the delivery of telecommunications and information services between California Broadband Cooperation (CBC) and the County of Inyo; the agreement will be considered part of any future service order from CBC by the County of Inyo, B) approve Exhibit B - CBC Internet Access Services associated with the MSA, C) approve Exhibit F - Point to Point associated with the MSA and D) Authorize the Chairperson to sign the MSA, Exhibit B and Exhibit F.

**SUMMARY DISCUSSION:**

In early 2009, the County of Inyo initiated a project with Praxis Associates which became more widely known as Digital 395. Digital 395 intended to construct a fiber-optic telecommunications trunk from a broadband peer-point near Barstow, California to a broadband per-point near Reno, Nevada via the Owens Valley. Primary goals of Digital 395 included affordable, high-speed, high-capacity broadband service for the residents, institutions and businesses of the Owens Valley. The project was the result of and primarily funded by the American Reinvestment and Recovery Act with contributing funds from the California Advanced Services Fund and in-kind contributions from the County of Mono, County of Kern and County of Inyo.

Digital 395 is now substantially complete and high-speed, high-capacity broadband services are now available to some areas along the project route. Such service requires service agreements. The Master Service Agreement provides the larger framework under which specific service agreements will be administered; Exhibit B of the MSA details Internet Access provided by CBC and Exhibit F details Point-to-Point services provided by CBC.

**ALTERNATIVES:**

Your Board could choose not to approve this request in which case broadband services from CBC may not be available to the County of Inyo.

**OTHER AGENCY INVOLVEMENT:**

Any department or agency operating under the authority of the County of Inyo Board of Supervisors receiving services from CBC would be subject to the conditions of the Master Services Agreement.

**FINANCING:**

There is no direct financial obligation or impact resulting from the approval and signing of the Master Services Agreement and related Exhibits. Departmental Service Agreements under this MSA will be individually submitted to the Board of Supervisors for approval.

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>1/14/2014</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 1/15/2014



**Master Services Agreement for the Delivery of Telecommunications and Information Services  
Between California Broadband Cooperative, Inc. and COUNTY of INYO ("Customer") dated JANUARY 1,  
2014 (the "Agreement")**

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This Agreement shall apply to and will be considered a part of any "Customer Order" signed by Customer for Services delivered by California Broadband Cooperative, INC. ("CBC"), a California corporation with an office at 1101 Nimitz Ave., Vallejo, CA 94593. This Agreement (including the specific terms for each Service as attached) are applicable to sales of Service located in, originating or terminating in the United States. The use of the term "party" in this Agreement includes the named participant and its employees, agents and/or contractors.

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**1 DELIVERY OF SERVICE**

**1.1 Service[s]:** Services as used in this Agreement shall mean the telecommunications and information services and /or ancillary services described in any fully executed Exhibit. Any and all Exhibits upon full execution shall become a part of this Agreement. The Exhibits applicable, to the extent fully executed by both parties, are as follows:

<b>Exhibit B</b>	<b>Internet Access Services</b>
<b>Exhibit F</b>	<b>Point to Point</b>

**1.2 Submission of Customer Order:** To order any Service, Customer must submit to CBC a "Customer Order", in the form attached hereto and made as an attachment to the relevant Exhibit, specifying the requested Service and specifying the duration of the requested Service ("Service Term") and any renewal periods. With the exception of any Customer Order made pursuant to Exhibit D, upon expiration of the Service Term, the applicable Customer Order shall renew upon the same terms and conditions as set forth in the original Customer Order on an annual basis, not to exceed a total of two (2) renewals, unless and until either party provides the other with sixty (60) days prior written notice of its desire to terminate the applicable Service. CBC shall use commercially reasonable efforts to deliver the Service(s) to Customer on the schedule set forth in the Customer Order(s).

**1.3 Acceptance by CBC:** Upon receipt of a Customer Order, if CBC determines (in its sole discretion) to accept the Customer Order in writing, CBC will become obligated to deliver the ordered Service and such Customer Order shall become a part of this Agreement. With the exception of any Customer Order made pursuant to Exhibit D, if CBC has or intends to accept the Customer Order, CBC shall issue a firm order commitment ("FOC") notification setting forth the date upon which it will deliver the Service to Customer. With the exception of any Customer Order made pursuant to Exhibit D, Customer shall be entitled to cancel the Customer Order without any liability, penalty, or further obligation at any time prior to the provision by CBC of a firm order commitment.

**1.4 Credit Approval and Deposits:** Customer will provide CBC with credit information as reasonably requested. CBC's acceptance of any Customer Order is subject to CBC's reasonable credit approval. Excepting a Dark Fiber IRU ordered pursuant to Exhibit D, CBC may require Customer to make a non-interest bearing deposit (which will not exceed Customer's estimated charges for three months' Service) as a condition to CBC's acceptance of any Customer Order, or as a condition to CBC's continuation of Service. The deposit will be held by CBC as security for payment of Customer's charges. When Service to Customer is terminated, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded.

**2 SUMMARY OF GENERAL COMMERCIAL TERMS**

**2.1 Commencement of Billing:** Upon installation and testing of the ordered Service, CBC will deliver to Customer a Connection Notice. Upon receipt of the Connection Notice, Customer shall have a period of forty-eight, (48) hours to provide CBC with written acceptance or rejection of the Service. Unless Customer delivers written notice of rejection to CBC within such period, indicating that the Service is not installed in accordance with the Customer Order and functioning properly and identifying with specificity the basis for the rejection with reasonable supporting documentation, billing of one hundred percent (100%) of the Non-Recurring Charge(s) and the Monthly Recurring Charge(s) shall commence, regardless of whether Customer has procured services from other carriers needed to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of the ordered Service. In the

event CBC does not receive a written acceptance or rejection of the Service within the aforementioned time frame, the Service shall be deemed accepted ("Acceptance Date").

If a Service, other than Dark Fiber Services ordered pursuant to Exhibit D, consists of more than one circuit, then CBC will issue a separate Connection Notice for each circuit. The terms and conditions outlined in the immediately preceding paragraph shall apply to each individual circuit when the service consists of more than one circuit. Billing for Moves, Adds and Changes (MACs) for existing services will commence on the date CBC issues a Connection Notice to the Customer for the MAC. Payment of Invoices: Except as otherwise provided for Dark Fiber IRUs ordered pursuant to Exhibit D, invoices are sent monthly, in advance for Services to be provided during the upcoming month. All invoices are due for payment within thirty (30) days of the invoice date. Billing for partial months is prorated based on a calendar month. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) and continue to accrue until paid in full. CBC shall be entitled to recover all costs of collection of past due amounts, including without limitation, reasonable attorney's fees.

- 2.2 Billing Disputes:** Customer must notify CBC in writing of any disputed charge within fifteen (15) calendar days from the date of Invoice. Any charge not disputed within said fifteen (15) calendar day period will be deemed correct and Customer will be deemed to have waived its right to dispute the same. CBC will review any disputed charge and, as appropriate, credit Customer's account for any charge erroneously billed to Customer.
- 2.3 Taxes and Fees:** Taxes, surcharges, fees, universal service fund charges associated with the Service, and other payments contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise are not included in CBC's charges and will be billed and paid by Customer as separate line items to the extent imposed on a pass-through basis without mark-up of any kind whatsoever. Customer shall not be liable for any taxes, fees, or other charges based upon CBC's income. CBC will not invoice Customer for federal excise taxes or (if applicable) state sales taxes subject to Customer providing CBC with a valid Sales Tax Exemption. Should the Customer's Sales Tax Exemption Certificate be declined by any taxing authority Customer will be obligated to remit to CBC the sales tax associated with the Customer's impacted service. Notwithstanding the forgoing, CBC will not accept any Sales Tax Exemption Certificate based upon Customer's resale of Dark Fiber Services provided to Customer within the States of Missouri or Tennessee.
- 2.4 Regulatory and Legal Changes:** In the event of any condemnation or exercise of the right of eminent domain, change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of Service, CBC and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost. In the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after CBC' delivery of a change of law written notice, then (a) CBC may pass such increased costs through to Customer, and (b) Customer may terminate the affected Customer Order without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.
- 2.5 Termination Charges:** In the event that, prior to the end of the Service Term, Customer terminates Service or in the event that the delivery of Service is terminated due to a failure of Customer to comply with this Agreement, Customer shall pay a termination charge equal to 100% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term up to the first 36 months of the Service Term. Customer shall pay a termination charge equal to 50% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term for months 37 through 60 of the Service Term. Customer shall pay a termination charge equal to 25% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term for months 61 and beyond. In addition Customer will be responsible for 100% of any termination charge imposed on CBC by a third party supplier whose facilities were contracted for by CBC in order to provide the Customer's Services.
- 2.6 Service Interruptions and Delivery:** CBC provides specific remedies regarding the provision and performance of Service as set forth in Section 5 and in Exhibit D and the same are Customer's sole remedies in the event of CBC' failure to provide Service. A violation of any Service Level Agreement ("SLA") is expressly not a breach of a representation or warranty and is not a breach or default under this Agreement. Except as otherwise provided in Exhibit D, Customer's sole remedy for any uncured breach of this Agreement by CBC is to terminate the use of Service without penalty (except for payment of charges for Service provided through the effective date of termination). In the event of Customer's material breach of any provision of this Agreement, CBC, in addition to all other remedies available to it hereunder, at law, in equity, or under any applicable tariff may terminate the provision of Service to Customer.

- 2.7 Limitation of Liability:** Notwithstanding any other provision hereof, neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under any Customer Order, this Agreement or the CBC Acceptable Use Policy.
- 2.8 Disclaimer of Warranties:** CBC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2.9 Force Majeure:** Neither party is liable for any failure of performance nor shall any credit allowance or other remedy be extended, for any failure of performance due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions war, revolution, civil commotion, acts of public enemies, terrorism or national emergency, governmental action or inaction (such acts including without limitation any regulatory or administrative decisions making said performance or obligation economically or technically unfeasible), condemnation or the exercise of rights of eminent domain, labor difficulties, failure of any third party (including any other carrier or supplier) to provide services, facilities or equipment required for such performance or obligation (or any other act or omission by said third party). Either party's invocation of this clause shall not relieve Customer of its obligation to pay for any Services actually provided up to Customer's demarcation point. In the event CBC is unable to deliver Service for seven, (7) consecutive days as a result of any force majeure events, Customer shall not be obligated to pay CBC for the affected Service for so long as CBC is unable to deliver; provided, however, that the Service Term of such Service shall be extended for the period of time that the force majeure event continues.
- 2.10 Assignment and Resale:** Customer may not assign its rights and obligations to an unrelated third party under a Customer Order without the express prior written consent of CBC. As a condition to such assignment, (i) Customer shall cause the permitted transferee or assignee to be bound (in writing) by the rates, terms and conditions, set forth herein and (ii) Customer shall remain primarily liable for the payment of all charges due under each Customer Order. Customer shall have the right to assign, or otherwise transfer this Agreement, in whole or in part, to any parent, subsidiary or affiliate of Customer which shall control, be under the control of, or be under common control with Customer, provided such assignee assumes in writing all of the terms and conditions of this Agreement and such Assumption is delivered to CBC prior to the effective date of such permitted assignment. Any purported assignment and transfer made in violation of this Section is void. Except for Dark Fiber Services ordered pursuant to Exhibit D, Customer may resell the Service to third party "end users", provided that Customer agrees to indemnify, defend and hold CBC harmless from claims made against CBC by such end users or by any third party (including without limitation any governmental authority). Further, Customer agrees to obtain all necessary certifications, licenses, franchises, etc. from any public agency having jurisdiction over the Customer's resale operations.
- 2.11 Indemnification:** Each party shall indemnify, defend, and hold harmless (collectively, "Indemnify") the other from any and all claims, (whether made, asserted or threatened), actions, judgments, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, consultants' fees and experts' fees (all such claims collectively referred to herein as "Claims") arising from or in connection with loss or damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct or any breach by such party of any obligation set forth in this Agreement. Customer shall indemnify CBC from any and all Claims arising from or in connection with (i) any fraudulent, unauthorized, or unlawful use of Service, (ii) any third party Claim based on the operation, resale, of or connection to the Service by Customer (or by any person other than CBC or its duly authorized representative, (iii) Claims for libel, slander, obscenity or indecency, and (iv) the content or use of any transmission, including without limitation (a) Claims by any domestic or foreign governmental entities seeking to impose penal sanctions for the transmission of such content; (b) Claims of infringement of any third party's copyright, patent, trade secret, trademark, service mark or other intellectual property right arising from or related to such transmitted content or use of the Service in conjunction with Customer premises equipment, and (c) claims by third parties relating to such transmitted content or use.
- 2.12 Governing Law:** CBC has filed or may elect or be required to file with the appropriate regulatory agency tariffs respecting the delivery of certain Service or CBC may post a Pricing Guide. Tariff(s) are (or upon filing will be deemed to be) incorporated herein by this reference and made a part hereof and the Pricing Guide upon posting on CBC' website will be incorporated herein by this reference and made a part hereof. Such tariffs and/or Pricing Guide as are then in effect at the time of the Customer Order, are to be deemed binding upon all Service ordered by Customer, and, in the event such provisions are inconsistent with the terms of a Customer Order the terms set forth in the applicable tariff or the Price Guide shall control. This Agreement shall be governed by, and construed and enforced in accordance with, as

applicable, (i) the Communications Act of 1934, as amended and (ii) the laws of the State of California, without regard to California's conflict of law principles. Price is fixed through the term indicated on the Service Agreement. If price is changed during the contract term customer may terminate without penalty.

**2.13 Default:** In addition to any other basis for suspension or termination of Service as set forth in this Agreement, each of the following events shall constitute an event of default:

- a) Except as otherwise indicated in Exhibit D for Dark Fiber Services, the failure of Customer to make any payment required pursuant to this Agreement hereof within thirty, (30) days of the date of invoice
- b) A court or governmental authority of competent jurisdiction shall enter an order appointing a custodian, receiver, trustee, intervener, or other officer with similar powers with respect to a party or with respect to any substantial part of its property, or constituting an order for relief or approving a petition in bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding up, or liquidation of either party, or if any such petition shall be filed against a party and shall not be dismissed within sixty (60) days thereafter
- c) The failure of a party to carry and maintain insurance in compliance with the provisions of any particular Exhibit
- d) The failure of a party to perform or observe any material covenant or agreement to be performed or observed by it hereunder, and such failure shall continue un-remedied for a period of thirty (30) days after written notice given to the defaulting party; provided, however, that where such failure cannot reasonably be cured within such 30-day period, if the defaulting party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such breach shall be extended for such period of time as may be necessary to complete such curing up to a maximum cure period of sixty (60) days
- e) The violation of the CBC Acceptable Use Policy.

**2.14 Authority to Bind:** Each party represents to the other that it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action.

**2.15 Entire Agreement:** This Agreement, and any Exhibits and Customer Orders attached hereto or to be attached hereto, and any documents incorporated by reference herein, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, understandings, and agreements with respect hereto, whether oral or written, and the terms of any purchase order issued in connection with this Agreement.

**2.16 Order of Precedence:** In the event of a conflict between the terms and conditions of this Agreement and any Exhibit attached hereto, the terms and conditions of the Exhibit shall control, but only to the extent of any such conflict. In the event of a conflict between the terms and conditions of this Agreement, attached Exhibit, and/or any Customer Order attached hereto, the terms and conditions of the Customer Order shall control, but only to the extent of any such conflict.

**2.17 Confidentiality:** The parties agree that they shall not publish, communicate, disclose or cause to be published, communicated, or disclosed in any manner whatsoever or to any person whatsoever, this Agreement and any related Customer Order, with the exception that the parties may disclose this Agreement and any related Customer Order as necessary to fulfill the terms and obligations set forth herein and to their respective attorneys, accountants, auditors, regulators or to comply with law. In addition, under federal law Customer has the right to, and CBC has the obligation to protect, the confidentiality of certain Customer Proprietary Network Information ("CPNI") such as the Services Customer is using, how Customer uses them and related billing information. In order to ensure that customer is able to benefit from additional telecommunications services provided by CBC and its affiliates Customer authorizes CBC and its affiliates to utilize Customer's CPNI for the purpose of providing the Customer with information on such additional telecommunications services. Customer understands that they may withhold such consent or withdraw this authorization at any time by notifying CBC in writing via the fax number provided in Section 6.1 of this Agreement, and that such withholding or withdrawal of consent will not affect the provision of any services to which the customer already subscribes but may result in customer no longer being able to benefit from additional telecommunications services provided by CBC or its affiliates.

- 2.18 Severability:** In the event any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.
- 2.19 Amendments:** This Agreement may be amended only by a written instrument executed by the parties.
- 2.20 Waiver:** No failure to exercise and no delay in exercising, on the part of either party hereto, any right, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided herein.
- 2.21 Relationship to Parties:** The parties hereto understand and agree that this Agreement does not create a joint venture or partnership between the parties and does not make CBC, on the one hand, and Customer on the other hand, an agent or legal representative of each other for any purpose whatsoever. No party hereto is granted by this Agreement any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of any other party hereto, or to bind any other party hereto in any manner whatsoever.
- 2.22 Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is the joint work product of both parties, and in the event of ambiguity no presumption shall be imposed against any party by reason of document preparation.
- 2.23 Facsimile Signatures:** This Agreement may be executed and delivered by facsimile or other electronic means and upon such delivery the signature will be deemed to have the same effect as if the original signature had been delivered to both parties.
- 2.24 Survival:** Sections 2.4, 2.6-2.9, 2.11-2.13, 2.15, 2.17 3.1-3.3, 4.1 and 4.4 shall survive termination or expiration of this Agreement.

### 3 ACCEPTABLE USE & CONTENT

- 3.1 Fraudulent Use of Services:** Customer is responsible for all charges attributable to Customer incurred respecting Service, even if incurred as the result of fraudulent or unauthorized use of Service by a representative, employee, contractor, agent or customer of the Customer or by any third party. Service is available for lawful use only. Notwithstanding any other provision hereof, CBC may discontinue Service in the event that it determines, in its sole reasonable discretion, that Service is being used for any fraudulent, unauthorized or unlawful purpose, that use of the Service violates CBC' AUP or the AUP of any of CBC' internet services providers, that Customer's use thereof is interfering with any other person, or that Customer shall have used, advertised, transmitted or otherwise made available any software program, product or service whose function violates the CBC AUP, including but not limited to, facilitating the sending of Unsolicited Commercial E-mail ("UCE", also known as SPAM).
- 3.2 Contents of Communications:** CBC shall have no liability or responsibility for the content of any communications transmitted via the Service, or for Customer's use thereof. To the extent the Service is used for access to the Internet, CBC provides Customer only with access to its backbone network that serves as a transmission conduit through which Customer may connect its data servers to the Internet. CBC does not operate, process or control the information, services, opinions or other content of the Customer's data servers or the information, services, opinions or other content of the Internet; nor does CBC engage in any protocol or information processing or conversion in connection therewith. Customer acknowledges that CBC is acting as a bandwidth intermediary providing transport to multiple internet access providers. Should any internet access provider elect to block Customer's address space or access to the intranet, such dispute does not constitute a breach by CBC of its obligations under this Agreement and the resolution of such disputes is the sole and exclusive responsibility of Customer. Customer shall defend, indemnify and hold CBC harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. Customer agrees that it shall make no claim whatsoever against CBC relating to, a) the content of the Internet, or b) respecting any information, product, service or software ordered through or provided by virtue of the Internet, or c) the blocking of Customer's address space or Customer's access to the internet.
- 3.3 Acceptable Use Policy:** Except for Dark Fiber Services ordered pursuant to Exhibit D, to the extent the Service is used for access to the Internet, Customer agrees to be bound by and conform to the published CBC Acceptable Use Policy

("AUP"). In the event of Customer's breach of the CBC AUP, in addition to all other remedies available to it hereunder, at law or in equity, or under any applicable tariff, may suspend or terminate the provision of Service to Customer. Suspension of service due to Customer violation of the CBC AUP shall not in any way abrogate Customer's obligations under this Agreement. CBC may from time to time amend its Acceptable Use Policy. If Customer elects not to be bound by the published Acceptable Use Policy, Customer may terminate the Service and pay the termination charges set forth herein.

#### 4 CUSTOMER OBLIGATIONS

- 4.1 Customer Obligations for CBC Supplied Equipment:** Customer provides and bears the cost for space and racks (needs to be bolted down) to house CBC Supplied electronic equipment, connector panels, splice boxes etc. ("CBC Supplied Equipment"). Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to operate the CBC Supplied Equipment and to maintain the proper environment for all CBC Supplied Equipment. In the event Customer fails to do so, Customer shall reimburse CBC for the actual cost of repairing or replacing any CBC Supplied Equipment damaged or destroyed as a result of Customer's failure.

Except as otherwise agreed, title to all CBC Supplied Equipment shall remain with CBC. CBC will provide and maintain the CBC Supplied Equipment in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise tamper with any CBC Supplied Equipment without the prior written consent of CBC. The CBC Supplied Equipment shall not be used for any purpose other than that for which CBC provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the CBC Supplied Equipment. In no event will CBC be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused or related to improper use or maintenance of the CBC Supplied Equipment by Customer or third parties provided access to the CBC Supplied Equipment by Customer in violation of this Agreement. Customer shall reimburse CBC for any damages incurred as a result thereof.

Customer agrees (which agreement shall survive the expiration, termination or cancellation of this Agreement or of any Customer Order) to allow CBC to remove the CBC Supplied Equipment from the Customer facility after termination, expiration or cancellation of the Service Term; or during the Service Term, for repair, replacement or otherwise as CBC may determine is necessary or desirable, but CBC will use commercially reasonable efforts to minimize disruptions to the Service caused thereby.

- 4.2 Customer Obligations for CBC Fiber Connection(s):** Customer is responsible for securing Building Entrance agreement(s) to permit CBC to construct a fiber connection from the CBC network to inside the Customer's facility or in the alternative where the CBC demarcation point is located outside of the Customer building, Customer is responsible for connectivity to the CBC demarcation point. Customer is responsible for the installation and all costs for the Inside Plant ("ISP") wiring from Customer's Premise Equipment ("CPE") to the CBC point of demarcation including all connections between the CBC Supplied Equipment to the defined point of interconnection. Customer will be responsible for any additional costs that may be incurred by CBC due to Customer delay in completing ISP work on time.
- 4.3 Customer Obligations for CBC Access to Customer's Facility:** As a condition to CBC's obligation to provide and maintain the Service hereunder, Customer shall provide CBC 24 X 7 X 365 access to the Customer facility to the extent reasonably determined by CBC for the installation, inspection and scheduled or emergency maintenance of CBC Supplied Equipment. CBC shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer facility. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions at the Customer facility. To facilitate CBC access for regular and emergency service, Customer shall provide CBC in Section 6.2 of this Agreement the contact name with telephone numbers where the contact can be reached by CBC on a 24 X 7 X 365 basis. It is the obligation of the Customer to keep this contact information up to date. CBC Supplied Equipment may be used to service other CBC customers.
- 4.4 Customer Obligations for Customer Supplied Equipment:** CBC may install certain Customer-provided communications equipment upon installation of Service, but CBC shall not be responsible for the operation or maintenance of any Customer-provided communication equipment. CBC undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer's routers or other Customer-provided equipment used for access to or the exchange of traffic in connection with the Service.

**4.5 Publicity and Logo Usage:** Customer grants to CBC at CBC's discretion: the ability to (a) identify the Customer as a Customer of CBC, (b) hyperlink from an appropriate area within CBC's web site to the Customer's home page; and (c) display the Customer's logo on the CBC web site (in accordance with the Customer's guidelines) for the use of such mark.

**4.6 Non Solicitation:** During any Service Term under this Agreement and any subsequent renewal period, and for a period of two (2) years thereafter, each party agrees not to solicit, accept solicitation from, offer employment to or hire any employee of the other party or its affiliates. Each party further agrees not to solicit, accept solicitation from, offer employment to or hire any former employee of the other party or its affiliates who at the time of solicitation, offer or hire has not been severed from the employer party or its affiliates for a minimum of twelve (12) months. In the event of a breach of this provision by either party the non-breaching party may seek any and all remedies available at law and equity, including specific performance and injunctive relief, without need to post a bond or other security.

## 5 CBC OBLIGATIONS

**5.1 General CBC Obligations:** CBC will provide a design of the overall network with agreement on interface type, point of Customer demarcation, equipment placement, and service arrangements (CIR, VLANs etc.).

CBC provides equipment as specified in the attached Exhibit(s). CBC will configure and provision all agreed to network service parameters. CBC will maintain in good working order the CBC Supplied Equipment to be in conformance with the specific Service Level Agreements (SLAs) for a particular Service as specified in the attached exhibits. In the event it is determined that any Service Outage or Customer alarm was caused by the act or omission of Customer, its agents, employees or contractors, then Customer shall pay CBC for its costs incurred in responding to such Service Outage or Customer alarm.

**5.2 CBC Obligations as a Result of a Service Outage or SLA Violations:** After receiving notification of the Service Outage or a SLA violation, CBC shall restore the Service on its failed system as follows:

**(i) Electronic Restoration.**

For Services other than Dark Fiber Services ordered pursuant to Exhibit D, in the event of an electronic failure, CBC shall use commercially reasonable efforts to restore Service to the affected electronics within four (4) hours of arrival of maintenance personnel on site.

**(ii) CBC Fiber Network Restoration.**

In the event of a failure of the CBC fiber optic network, CBC shall begin restoral within four (4) hours after CBC is notified about the fiber optic network outage.

**(iii) Emergency Reconfiguration.**

For Services other than Dark Fiber Services ordered pursuant to Exhibit D, if the Customer's network architecture and CPE has the capability to support route reconfiguration to maintain Service, CBC will provide reconfiguration if other means of restoral will not restore Service within the time frames stated in subparagraph (i) and (ii) above. Reconfiguration will begin one (1) hour after the need to reconfigure is determined. CBC shall maintain a twenty-four (24) hours a day, seven, (7) days a week point-of-contact for Customer to report to CBC system troubles.

**5.3 Service Outage and SLA Violation Exclusions:** All calculations of Service Outage or SLA Violation duration do not include periods of service interruption resulting in whole or in part from one or more the following causes:

- Any act or omission on the part of the Customer, its contractors, agents or vendors, including, but not limited to any violation of the CBC AUP, or any refusal to release the Service to CBC or its agents for maintenance, testing or repair, or any period in which CBC or its agents are not given access to the Service facility at the site(s) where the Customer's Service terminates.
- The Customer's applications, equipment, or facilities including any customer third party facilities or equipment .
- CBC or Customer-scheduled maintenance, or in the event Customer's Order includes third party facilities, the third party provider's scheduled maintenance.

- Labor strikes
- Service Outages attributable to the installation of a new circuit.
- Failure or malfunction of third party circuits or alternate access arrangements.

**5.4 Credit Allowances and Customer Remedies for Service Outages or SLA Violation:** In the event that CBC is unable to restore a portion of the Service as required hereunder, or in the event of a Service Outage or a SLA Violation, Customer shall be entitled to a credit against the monthly recurring charges as specified in the attached Exhibits. The cumulative total of credits for a particular month will not exceed 100% of the total MRC for the impacted Service(s) for the particular month in which the Service Outage or SLA Violation occurs.

A Service Outage or a SLA Violation begins when CBC is notified or becomes aware of the Service Outage or SLA Violation, whichever occurs first. A Service Outage or a SLA Violation ends when the affected line and/or associated CBC Supplied Equipment is operational, subtracting any delay time associated with CBC or its agent's inability to access the equipment at the Customer's site. If the Customer reports Services or a circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage or a SLA Violation.

(A) Credit Allowances do not apply to Service Outages and SLA Violations caused by:

- The acts or omissions of Customer and/or end user or its agents including, but not limited to, any violation of the CBC AUP
- Failure of power
- Failure or malfunction of non-CBC equipment or systems, third party circuits or alternate access arrangements.
- Circumstances or causes beyond the control of CBC or its agents;
- During any period in which CBC or its agents are not given access to the Service facility at the Customer site(s) where the CBC Service terminates;
- A planned service outage unscheduled emergency maintenance or scheduled maintenance by CBC or any third party facility provider (alteration or implementation as described herein, which last more than 30 days).

(B) Customer must request a Credit Allowance for a Service Outage and/or a SLA Violation within thirty, (30) days after the Service Outage or SLA Violation occurs or any claim for a Credit Allowance is waived. Unless otherwise specifically stated, Service Outages and SLA Violations are not aggregated for purposes of determining the Credit Allowance.

(C) Service Outage and SLA Violation Credit Allowances are calculated according to the Exhibit for the particular Service.

**6 NOTICES, MAINTENANCE CONTACT AND SIGNATURES**

**6.1 Notices:** All notices and communications concerning this Agreement shall be in writing and addressed as follows:

**If to CBC:**

California Broadband Cooperative, Inc.  
 1101 Nimitz Avenue  
 Vallejo, CA 94592  
 Attn: Chief Executive Officer

**If to Customer:**

Customer Name: Inyo County Information Services
Address 1: P.O. Box 477
Address 2:
City, State: Independence, CA Zip Code: 93526
Attention: Title: Director
Attention Name:
Fax: 760-872-2712

Invoices shall be delivered to Customer at:

Customer Name: Inyo County Information Services
Address 1: P.O. Drawer 477
Address 2:
City, State: Independence CA Zip Code: 93526
Attention: Title:
Attention Name

Or at such other address as may be designated in writing to the other party. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, and shall be deemed delivered: if sent by U.S. Mail, three (3) days after deposit; or, if sent by commercial overnight delivery service, one (1) business day after deposit.

**6.2 Maintenance Contact:** As specified in Section 4.3, to facilitate CBC access to Customer facilities on a 24X7X365 basis Customer has designated the following individual as its point of contact for all communications relating to scheduled and emergency maintenance:

Contact Name: Brandon Shults
Phone Number: 760-878-0314
Cell Phone Number: 760-937-1032
E-Mail Address: bshults@inyocounty.us

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

---

Name:  
Title:  
Company:  
Date:

---

Name: **Robert Volker**  
Title: **CEO**  
Company: **California Broadband Cooperative, Inc.**  
Date:



## MSA for Telecommunications Services Exhibit B CBC Internet Access Services

### 1 Service Definition

1.1 CBC Internet Access Service will provide a connection with a Bandwidth Profile, Committed Information Rate (CIR) from 1 Mb to 1,000 Mb to the Internet backbone. Each circuit will have a total Bandwidth Profile, which indicates its maximum data throughput. Customer may request a change to the Bandwidth Profile at any time provided it does not exceed the physical line rate of the port on which the circuit is provisioned (e.g. Customer could not have a 150 Mbps Bandwidth Profile on a circuit delivered via 10/100BaseT connection).

1.2 CBC Ethernet Internet Access (EIA) and T1 Internet Access Services are defined as follows:

**Ethernet Internet Access (EIA):** Available at any CIR from 3 Mb to 1,000 Mb. Internet access at a specified bandwidth is offered to the Customer in mutually agreeable increments. Handoff to the Customer for EIA Service is with a mutually agreed to native Ethernet Interface. EIA service is offered by CBC at any CBC On-Net location (With and Without Transport) and/or an Off-Net location established by CBC utilizing Type II access circuits. EIA Service includes management of one Customer Domain Name. Customer is assigned one (1) to eight (8) IP Addresses.

EIA has two different service options: **Standard** and **Burstable**:

**Standard EIA Service** is offered with Service Level Agreements that cover Committed Information Rate, Layer 2 and Layer 3 Latency, Jitter and Packet Loss. There are different sets of Service Levels for Latency, Jitter and Packet Loss depending on if service is delivered On-Net versus Off-Net with Type II access facilities.

**Burstable EIA Service** provides an EIA Service with a Committed Information Rate (CIR) and offers the opportunity to use additional bandwidth beyond the CIR. Customer may burst their usage at any time provided it does not exceed the contracted Peak Information Rate (PIR) and the physical line rate of the port on which the circuit is provisioned (e.g. Customer cannot burst beyond 100 Mb on a circuit delivered via 10/100BaseT connection). Service is "Best Effort" for bandwidth above the agreed to CIR. CBC will measure bandwidth usage, in five minute intervals, for each point of connection between the customer and the CBC Network in two categories: incoming and outgoing. At the end of each month, all data samples in each category will be sorted from highest to lowest and the top five percent (5%) of measurements will be discarded. The category with the lowest value at the ninety-five percent (95%) will be discarded. The remaining data sample will then be used for billing purposes. The bandwidth at 95% is then subtracted from the CIR. The difference in bandwidth is the amount billed for the month at the Burstable per Mb IP rate. Burstable Bandwidth is Best Effort. The service up to the CIR is offered with Service Levels that cover Committed Information Rate, Layer 2 and Layer 3 Latency, Jitter and Packet Loss.

**T1 Internet Access Service:** T1 Internet Access Service provides a CIR of 1.544 Mb delivered over a single DS1 circuit. Handoff to the customer is with a single DS1 connection. Customer may optionally procure from CBC equipment that will convert the handoff to a Native Ethernet Interface. T1 Internet Access Service is offered with Service Levels that cover Committed Information Rate, Layer 2 and Layer 3 Latency, Jitter and Packet Loss. T1 Internet Access Service includes management of one Customer Domain Name. Customer is assigned one (1) to eight (8) IP Addresses.

**Optional Internet Access Services:** Customer may purchase the following optional services from CBC:

- **DNS Management:** Management of additional Customer Domain Names
- **Email Services:** Provision of E-mail service with user mailboxes; including anti-SPAM and virus checking services and additional-mail storage capacity.
- **Additional IP Addresses:** Assignment of additional IP addresses
- **BGP Peering:** Border Gateway Protocol peering services per the CBC BGP Policy detailed in section 1.6 of this Exhibit.
- **Web Hosting Services**

- 1.3 All of the above service types described in Section 1.2 are referred herein as "Service[s]".
- 1.4 Customer and CBC will execute a separate Customer Order as an attachment to Exhibit B for every separate Service to be ordered by the Customer.
- 1.5 The IP Addressees assigned to the Customer remain the property of CBC and are for use by the customer during the term of the applicable Service. At the conclusion of the Service the IP Addresses may be reassigned by CBC at CBC's sole discretion.
- 1.6 In order to establish a BGP peering session with CBC, Customer must meet the following requirements:
- Customer must be multi-homed (two or more Internet connections)
  - Customer must have an autonomous system number (ASN).
  - Customer's router must support BGP4.
  - Customer must work with CBC in advance of the service implementation to determine if the customer will receive a default route to the Internet, partial or full Internet routes which are both provided by CBC Internet Access suppliers.
  - If Customer is to receive partial or full Internet routes from CBC, Customer router must be capable and configured to contain these additional routes and the associated overhead.
  - Customer must provide CBC (using associated CBC forms) with all the net-blocks Customer wishes to announce to the Internet.
  - Customer should include outbound route filtering as part of their configuration, to help prevent improper route announcements.
  - Customer requesting a change from their currently configured routing protocol, bandwidth and future adds/moves/changes require an "EIA Customer Configuration Change Request Form" to be completed.

## 2 Customer Remedy for Chronic Internet Access Service Outage

If three (3) or more Service Outages in excess of thirty (30) minutes occur in a contiguous forty-five (45) day period, and the cause of the Service Outage is determined to be in CBC' fiber optic network or CBC Supplied Equipment, such Service will be deemed a Chronic Trouble Service. Customer may, with thirty (30) day notice disconnect the affected Circuit, as described in this Exhibit without incurring Termination Charges.

## 3 CBC SLAs and Service Outage Credits for Internet Access Service Outages

The following table details the Service Level Agreements for Internet Access Service:

<b>Service Level Agreement</b>	<b>SLA Value</b>
Service Availability with Single Fiber Optic Lateral or "Collapsed" Dual Fiber Optic Lateral	99.99%
Service Availability with Diverse Dual Fiber Optic Lateral	99.999%
Layer 2 Packet Loss	Less than 1%
Layer 2 Latency One-Way	Less than 20 msec
Layer 2 Jitter One-Way	Less than 10 msec
Layer 3 Service SLAs, Average for Round Trip Latency for North America (excluding Mexico)	Less than 60 msec
Mean Time-To-Repair	4 Hours

Per the terms specified in Paragraph 5.4 of Master Services Agreement for the Delivery of Telecommunications and Information Services, the Service Outage Credit per Internet Access Service Circuit is calculated according to following table.

**Outage Credit for Service Exclusively Utilizing CBC Owned Fiber Facilities with a Single Fiber Optic Lateral or “Collapsed” Dual Fiber Optic Lateral**

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	2% of CBC monthly recurring charge for the circuit
Each 2 Hour period above 1 Hour	An additional 3% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month

**Outage Credit for Service Exclusively Utilizing CBC Owned Fiber Facilities with Diverse Fiber Optic Lateral**

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	2.5% of CBC monthly recurring charge for the circuit
Each 2 Hour period above 1 Hour	An additional 3.5% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month

**Credit for Packet Loss and Jitter:** If the actual monthly average packet delivery on the CBC Internet Access Service fails to meet the SLA for Layer 2 Packet Loss and Layer 2 Jitter, CBC will credit the Customer five per cent (5%) of the monthly recurring charge for the applicable month for the affected service.

**4 Outage Credits for Internet Access Services Utilizing Third Party Facilities:**

To the extent the Customer's Order includes the use of third party facilities, Customer acknowledges that CBC is purchasing such facilities, on Customer's behalf, from a third party provider. None-the-less CBC will diligently work with Customer and the third party provider to minimize the impact of any service outage on customer and, to the extent within the control of CBC. CBC' NOC will provide status updates to Customer as and when received from the third party provider.

Service Outage Duration	Credit per Circuit
All Outages	CBC shall pass through to Customer a proportionate share of any Outage Credits CBC receives from the Third Party Facilities provider.

**5 Maintenance of Third Party Facilities**

To the extent that the Customer's Order includes the use of facilities from a third party supplier, the Customer acknowledges that maintenance of such facilities is solely the responsibility of the third party supplier and that CBC will provide such maintenance notice as it receives, if at all, from the underlying third party supplier. Customer shall not be entitled to any Outage Credits for any outage resulting from such third party maintenance.

**6 Facsimile Signatures**

This Exhibit and all subsequent Orders may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to both parties.

**7 Customer Signature and CBC Acceptance**

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By:  
Title:  
Company:  
  
Dated:

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BY: Robert Volker  
Title: CEO  
Company: California Broadband Cooperative, Inc.  
  
Dated:



# MSA for Telecommunications and Information Services

## Exhibit F

### Point to Point

#### 1 Service Definition

##### 1.1 General Service Definition

Inter-City Private Line Service (the "Service") provides Point-to-Point connectivity between city pairs (for example, Las Vegas – Salt Lake City) on the CBC Network. Service is available with either native Ethernet or TDM based transport. Availability will be confirmed with Customer at the time of order.

Customer will execute a separate Customer Order as an attachment to Exhibit G for every separate Service to be ordered by the Customer.

The Service is further subdivided between "POP-to-POP", "POP-to-Premise" and "Premise-to-Premise" Service categories. Customer's agreement with the selection between these three options shall be indicated on the Customer Order Form.

**POP-to-POP** service is defined as intercity transport between two CBC POPs. Hand-off between CBC and the Customer is at the demarcation point agreeable to CBC within the facilities housing the CBC POPs. The Customer is responsible for establishing both interconnections and all third parties cross-connect fees for the interconnection.

**POP-to-Premise** service is defined as intercity transport between one CBC POP in one city, and a location either On-Net or Off-Net to the CBC metropolitan network in the second city. Hand-off between CBC and the Customer is at a demarcation point agreeable to CBC within the facilities housing the CBC POP. The Customer is responsible for establishing the interconnection and all third parties cross-connect fees for the interconnection. Hand-off at the Premise location is defined by CBC in the Customer Order.

**Premise to Premise** service is defined as intercity transport between two locations either On-Net or Off-Net to the CBC metropolitan network in both cities. Hand-off at the Premise location is defined by CBC in the Customer Order.

If the local loop access at both ends of the circuit to the Customer's interface point is supplied by CBC on an CBC Owned Metro Fiber Network, the Service will be classified as "On-Net." "Off-Net" incorporates one or more local loop connections from the Customer's interface points to an CBC POP over facilities not owned by CBC. Availability of "Off-Net" service is dependent upon availability of local access circuits from third party suppliers, which can or cannot be obtained by CBC. Where "Off-Net" access is requested from CBC over leased local access circuits, CBC selects the third party supplier. Due to the nature of various Type II access circuits there are SLA and service differences when at least one portion of the circuit is established with a Type II access circuit. In the event Customer specifies a local access supplier not approved by CBC, the Latency and "Off-Net" SLA Credits specified in Section 3 are not applicable.

##### 1.2 Ethernet Transport Service Definitions

**Ethernet Private Line Service (EPL)** is a dedicated data service that interconnects two locations. Connections at each end location are made using a native Ethernet interface with a set Committed Information Rate (CIR). The EPL service configuration provides the Customer with a logical point-to-point connection between two Customer locations, using a physical connection to the CBC network. EPL Service is Route Protected across the entire circuit. Port Protection for EPL service is available on an individual case basis. Inter-City EPL Service is available at a CIR of 10 Mb or 100 Mb. EPL service is only available when the entire circuit is On-Net with CBC.

**Ethernet Virtual Private Line Service (EVPL)** is an optically switched data service that interconnects two locations. Connections at each end location are made using a native Ethernet interface with a set Committed Information Rate (CIR) of 10 Mb or 100 Mb. The EVPL service configuration provides the Customer with either a logical point-to-point, or point-to-multipoint connection between two or more Customer locations using a physical connection to the CBC network and a switched connection through the CBC Network. EVPL service is offered by CBC for either a POP-to-Premise or a Premise-to-Premise configuration. Inter-City EVPL Service is available at a CIR of 10 Mb or 100 Mb. Route protection and Port Protection for EVPL service is offered on an individual case basis.

##### 1.3 TDM Transport Service Definitions

TDM Private Line Service is a point-to-point private line service which provides the Customer with the transmission of synchronous serial data. Transport circuits are available at speeds of DS1, DS3 and OC-3. TDM Service is available without and with Route Protection, and Protected and Un-Protected Data Channel/Client Side configuration options.

## 2 Customer Remedy for Chronic Optical Carrier Private Line Service Outage

If three (3) or more Service Outages in excess of thirty (30) minutes occur in a contiguous forty-five (45) day period, and the cause of the Service Outage is determined to be in CBC' fiber optic network or CBC Supplied Equipment, such Service will be deemed a Chronic Trouble Service. Customer may, with thirty (30) day notice, disconnect the affected Circuit, as described in this Exhibit without incurring Termination Charges.

## 3 Customer Service Outage Credits for Inter-City Transport Service Outages

### 3.1 POP-to-POP Intercity Transport Service SLAs

The following table details the Service Level Agreement ("SLA") for POP-to-POP Intercity Transport Service:

Service Level Agreement	SLA Value
Service Availability for POP-to-POP Service	99.999%
Service Availability with Diverse Dual Fiber Optic Laterals to CBC On-Net Premise Location(s)	99.999%
Service Availability with Single Fiber Optic Lateral or "Collapsed" Dual Fiber Optic Lateral to One or Both CBC On-Net Premise Locations	99.99%
Service Availability with CBC Off-Net Premise Location	99.9%
Mean Time-To-Repair	4 Hours

### 3.2 POP-to-POP Intercity Transport Service Latency SLA Credit

If the actual monthly average latency on the CBC Inter-City Service fails to meet the agreed to SLA for Latency, CBC will credit the Customer five per cent (5%) of the applicable Circuit Charge for the applicable month for the affected circuit(s).

### 3.3 POP-to-POP Intercity Transport Service Outage SLA Credit

Outage Credit for POP-to-POP Service, and POP-to-Premise and Premise-to-Premise Services with Diverse Entrance Fiber Optic Laterals.

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	3.5% of CBC monthly recurring charge for the circuit.
Each 2 Hour period above 1 Hour	An additional 4% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month.

Outage Credit for POP-to-Premise and Premise-to-Premise Services with a Single Fiber Optic Lateral or a "Collapsed" Entrance Fiber Optic Laterals

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	3% of CBC monthly recurring charge for the circuit.
Each 2 Hour period above 1 Hour	An additional 3.5% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month.

## 4 Facsimile Signatures

This Exhibit and all subsequent Orders may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to both parties.

**5 Customer Signature and CBC Acceptance**

---

By:  
Title:  
Company:

Dated:

---

By: Robert Volker  
Title: CEO  
Company: California Broadband Cooperative, Inc.

Dated:



**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: Sheriff's Office, Information Services

FOR THE BOARD MEETING OF: **January 21, 2014**

SUBJECT: California Broadband Cooperative, Inc. Services Agreement – Sheriff's Office

**DEPARTMENTAL RECOMMENDATION:**

Request your Board A) approve a Services Agreement between California Broadband Cooperation (CBC) and the County of Inyo – Sheriff's Office for the delivery of Internet access service for a period of 5 years commencing on the date the service is installed in an amount not to exceed \$2,160 annually (\$10,800 over five years), contingent on the approval of the California Broadband Cooperative, Inc. Master Services Agreement and future budgets over the term of the agreement and B) Authorize the Inyo County Sheriff to sign the Agreement on behalf of the County.

**SUMMARY DISCUSSION:**

As a result of the substantially complete Digital 395 American Reinvestment and Recovery Act project, high-speed, high-capacity, redundant broadband services are now available to the County of Inyo. Presently the Lone Pine Sheriff's sub-station and the Bishop Search and Rescue facility lack sufficient network bandwidth to be a member of the County network. With this service the Lone Pine sub-station and Bishop Search and rescue facility will have access to high-speed broadband (particularly important during emergencies), be able to join the County network (more efficient for workers and eliminates the need for workaround technical infrastructure presently in place) and be remotely supported by Information Services (faster and lower cost response to request for technical support). The approximate \$460 increase in annual operating cost over the present solution is more than offset by the efficiencies resulting from this service.

**ALTERNATIVES:**

Your Board could choose to direct staff to seek an agreement of different term or service capacity or not approve this request in any form.

**OTHER AGENCY INVOLVEMENT:**

The Sheriff's Office and Information Services are affected by this request.

**FINANCING:**

The cost of the service for FY 20013-14 will be paid from and is budgeted in the Board approved Sheriff's Office FY 2013-14 budget [022700-5351] (Utilities). Funding for subsequent fiscal years will be requested in the Sheriff's Office budget for those years.

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>02/14/2014</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>1/16/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received) Date: 1/16/14



# SERVICE AGREEMENT

### 1. Customer (Installation) Information

<b>Company Name</b> INYO COUNTY SHERIFF LONE PINE		<b>Date:</b>	
<b>Street Number</b> 726	<b>Direction</b> NORTH	<b>Building Name</b>	
<b>Street Name</b> Main	<b>Suffix</b> STREET	<b>Room</b>	<b>Floor</b>
<b>City</b> INDEPENDENCE LonePine	<b>State</b> CA	<b>Zip</b> 93526 93545	
<b>Initiator</b> BILL LUTZ	<b>Title</b> SHERIFF	<b>County</b> INYO	
<b>Telephone</b> 760-878-0320		<b>Fax</b>	
<b>Email Address</b> bshults@inyocounty.us	<b>Alternate Contact</b>		

### 2. Billing Information

<b>Bill To</b> INYO COUNTY SHERIFF LONE PINE		<b>Preferred Billing Date</b>
<b>Address</b> PO DRAWER S		<b>Building Name</b>
<b>City</b> INDEPENDENCE		<b>Room</b>
<b>State</b> CA	<b>Zip</b> 93526	<b>County</b> INYO
<b>Billing Contact</b> JANIS ODUM		<b>Title</b> ADMIN. ASST.
<b>Telephone</b> 760-878-0326	<b>Fax</b>	<b>Bill Formats</b>
<b>Additional Billing To:</b>		<b>Deposit Required</b>
<b>Customer Request Special Billing</b>		<b>Lead Source</b>

### 3. Collocation Site (if applicable)

<b>Company Name</b>	<b>Phone Number</b>
<b>Address</b>	<b>Building Name</b>
<b>Address</b>	<b>Room</b>   <b>Floor</b>
<b>City</b>	<b>State</b>   <b>Zip</b>
<b>Contact</b>	<b>Telephone</b>
<b>Technical Contact</b>	<b>Telephone</b>

### 4. Remarks

Internet Access Service Includes:  
 ISP Services  
 Up to Class C IP address  
 --must justify amount  
 --subject to CBC and ARIN approval  
 Projected service turn-up date July 1, 2013  
**WILL COORDINATE SERVICE ACTIVATION WITH CUSTOMER**  
 Billing will commence as service is turned up per location

Authorized Personnel: \_\_\_\_\_

CBC Charges	MRC	NRC
<b>Products and Options (Summary)</b>		
<b>20Mb V-LAN POINT to POINT</b>	\$ 120.00	\$0.00
location: Sheriff Sub Station 726 N. Main St. Lone Pine, CA	KMZ #256	
<b>10Mb V-LAN POINT to POINT</b>	\$ 60.00	\$0.00
location: Search & Rescue 350 Airport Rd. Bishop, CA	KMZ #154	
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
<b>Sub Total</b>	<b>\$ 180.00</b>	<b>\$ -</b>
<b>Promotions</b>	\$ -	\$ -
	\$ -	\$ -

**Total MRC/NRC**

**\$ 180.00      \$0.00**

CBC agrees to provide and the Customer agrees to accept services described above for the service commitment period and charges listed above, subject to the terms and conditions in the CBC Master Services Agreement.

\_\_\_\_\_  
 CBC Signature  
 ROBERT VOLKER  
 Printed Name  
 CEO  
 Title & Date

\_\_\_\_\_  
 Customer Signature  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Title & Date

5 years  
 Length of Contract



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

*For Clerk's Use  
Only:  
AGENDA NUMBER*

9

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

**FROM:** Health and Human Services, Information Services

**FOR THE BOARD MEETING OF:** January 21, 2014

**SUBJECT:** California Broadband Cooperative, Inc. Services Agreement – Health and Human Services

**DEPARTMENTAL RECOMMENDATION:**

Request your Board A) approve a Services Agreement (SA) between California Broadband Cooperation (CBC) and the County of Inyo – Health and Human Services for the delivery of Internet access service for a period of 5 years commencing on the date the service is installed in an amount not to exceed \$1,440 annually (\$7,200 over five years), contingent on the approval of the California Broadband Cooperative, Inc. Master Services Agreement and future budgets over the term of the Agreement and B) Authorize the Inyo County Director of Health and Human Services to sign the Agreement on behalf of the County.

**SUMMARY DISCUSSION:**

As a result of the substantially complete Digital 395 American Reinvestment and Recovery Act project, high-speed, high-capacity, redundant broadband services are now available to the County of Inyo. Presently the Lone Pine Health and Human Services facility lacks sufficient network bandwidth to be a member of the County network. With this service the Lone Pine Health and Human Services facility will have access to high-speed broadband (will improve the performance of the C-IV system), be able to join the County network (more efficient for workers and eliminates the need for workaround technical infrastructure presently in place) and be remotely supported by Information Services (faster and lower cost response to request for technical support). The approximate \$340 increase in annual operating cost over the present solution is more than offset by the efficiencies resulting from this service.

**ALTERNATIVES:**

Your Board could choose to direct staff to seek an agreement of different term or service capacity or not approve this request in any form.

**OTHER AGENCY INVOLVEMENT:**

The Sheriff's Office and Information Services are affected by this request.

**FINANCING:**

The cost of the service for FY 2013-14 will be paid from and is budgeted in the Board approved Social Services FY 2013-14 budget [055800-5351] (Utilities). Funding for subsequent fiscal years will be requested in the Health and Human Services budget for those years.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>01/14/2014</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>1/16/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:** [Signature] Date: 1/12/14  
(Not to be signed until all approvals are received)





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

For Clerk's Use  
Only:  
AGENDA NUMBER  
  
10

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **January 21, 2014**

SUBJECT: California Broadband Cooperative, Inc. Services Agreement – Information Services

**DEPARTMENTAL RECOMMENDATION:**

Request your Board A) approve a Services Agreement between California Broadband Cooperation (CBC) and the County of Inyo – Information Services for the delivery of Internet access service for a period of 5 years commencing on the date the service is installed in an amount not to exceed \$12,000 annually (\$60,000 over five years), contingent on the approval of the California Broadband Cooperative, Inc. Master Services Agreement and future budgets over the term of the Agreement and B) Authorize the Inyo County Director of Information Services to sign the Agreement on behalf of the County.

**SUMMARY DISCUSSION:**

As a result of the substantially complete Digital 395 American Reinvestment and Recovery Act project, high-speed, high-capacity, redundant broadband services are now available to the County of Inyo. The agreement represents an annual operating cost increase of approximately \$8,880. The increased cost results in a broadband capacity increase of 1700% and provides infrastructure redundancy. The combination of increased capacity and redundancy significantly reduces the chance of business continuity disruption and makes “cloud” based technical possibilities worthy of consideration as technical solutions.

**ALTERNATIVES:**

Your Board could choose to direct staff to seek an agreement of different term or service capacity or not approve this request in any form in which case high-speed, high-capacity, redundant broadband services from CBC may not be available to the County of Inyo.

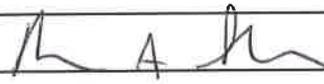
**OTHER AGENCY INVOLVEMENT:**

All County systems connected to the County network are affected by the Internet access described in this request.

**FINANCING:**

The cost of the service for FY 2013-14 will be paid from and is budgeted in the Board approved Information Services FY 2013-14 budget [011801-5351] (Utilities). Funding for subsequent fiscal years will be requested in the Information Services budget for those years.

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>01/14/2014</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>1/16/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____      Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 1/16/14





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

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

11

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

**FROM:** HEALTH & HUMAN SERVICES, Emergency Medical Services

**FOR THE BOARD MEETING OF:** January 21, 2014

**SUBJECT:** Appointment of Members to Emergency Medical Care Committee

**DEPARTMENTAL RECOMMENDATION:**

Request Board appoint seven people to serve on the Emergency Medical Care Committee (EMCC) for two year terms ending December 31, 2015. Notice of vacancies resulted in requests for appointment being received from: Philip Ashworth of Independence Volunteer Fire Department; Steven Davis of Olancha Cartago Fire Department; Mike Patterson of Sierra Lifeflight; Lisa Erwin of Northern Inyo Hospital; Andrew Stevens of Northern Inyo Hospital; Judd Symons of Symons Ambulance; Lloyd Wilson of Big Pine Fire Department.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The EMCC meets six times per year in conjunction with Inland Counties Emergency Medical Authority (ICEMA) to review, plan and approve protocols and training for pre-hospital emergency medical care. Consistent with the local EMCC by-laws, the committee shall have 13 voting members appointed for staggered terms of two years who "...shall have a professional interest in, or personal commitment to pre-hospital emergency medical care in their community. These members shall include, but not be limited to, representatives from each of the local agencies providing pre-hospital emergency medical care in the County of Inyo," including three members at large. In the most recent membership recruitment, applications were received from the seven named individuals, all of whom have expertise in local emergency medical issues and a long history with the local EMCC.

**ALTERNATIVES:**

Your Board could deny these appointments, leaving the EMCC without Board-appointed members to function in the EMCC advisory capacity.

**OTHER AGENCY INVOLVEMENT:**

Entities with interest include local law enforcement, Inland Counties Emergency Medical Authority (ICEMA), and Death Valley National Park.

**FINANCING:**

There is no financing involved with this agenda request.

**APPROVALS**

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

***DEPARTMENT HEAD SIGNATURE:***

**(Not to be signed until all approvals are received)**

*Jean Turner*

Date: *1-15-14*



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 12

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

**FROM:** County Administrator  
**By:** Patricia Gunsolley, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** January 21, 2014

**SUBJECT:** Board of Supervisors Committee Appointments for calendar year 2014

**DEPARTMENTAL RECOMMENDATION:** - Request Board approval of the 2014 Board of Supervisors committee assignments as recommended by Chairperson Supervisor Rick Pucci, and for the purposes of Form 806 reporting, making separate motions for the following assignments: Supervisor Arcularius to the Great Basin Air Pollution Control District Board; the BLM Steering and Mental Health Advisory Board; Supervisor Jeff Griffiths to the Local Agency Formation Commission and the Child Care Planning Council; Supervisor Rick Pucci to the Local Agency Formation Commission, and the Great Basin Air Pollution Control District Board; Supervisor Mark Tillemans to the Local Agency Formation Commission; and Supervisor Matt Kingsley to the Great Basin Air Pollution Control District.

**SUMMARY DISCUSSION:** - Each year the newly elected Chairperson makes recommendations for Board of Supervisors appointments to the various boards, committees and commissions upon which the Board of Supervisors has representation. The requirement for Board of Supervisor representation on the various boards, committees and commissions may come from a variety of sources including but not limited to state law, county law, and/or Inyo County Board of Supervisors order. At this time your Board is asked to make the necessary appointments as requested by this year's Chairperson, Supervisor Rick Pucci. Additionally you are being requested to make separate motions for appointments to boards and agencies that pay a stipend to their members for both regular and alternate membership, necessitating a different approval mechanism than the other annual appointments that requires the completion of Form 806, Agency Report of Public Official Appointments. This form has been posted on the County's website as required and once the Board confirms these appointments the Form will be updated.

**ALTERNATIVES:** Your Board could choose to change any of the recommended appointments.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is no expected fiscal impact associated with this request.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) 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:** \_\_\_\_\_ Date: 1-16-14  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

**BOARD APPOINTMENTS TO COMMITTEES FOR 2014  
ACTIVE and AD HOC COMMITTEES ONLY**

Agricultural Resources Advisory Board	Matt Kingsley alt. Rick Pucci
Aviation Advisory Committee Northern	Jeff Griffiths and Rick Pucci
Aviation Advisory Committee Southern	Matt Kingsley and Mark Tillemans
BLM Resource Steering Committee	Matt Kingsley
CSAC (California State Association of Counties)	Jeff Griffiths alt. Rick Pucci
Central Valley Water Authority (B.O 9-09)	Linda Arcularius
Child Care Planning Council	Mark Tillemans
Child Support Services Regional Oversight Committee	Mark Tillemans
Children and Families First Commission	Mark Tillemans
Children's Services Council	Jeff Griffiths
City of Bishop Liaison Committee	Jeff Griffiths and Rick Pucci
County Service Area No. 2 Advisory Board	Linda Arcularius
Eastern Sierra Area Agency on Aging Advisory Council	Matt Kingsley
Eastern Sierra Committee on Government (ESCOG/ Eastern Sierra Transit Authority (ESTA)	Jeff Griffiths and Linda Arcularius
Eastern Sierra Interagency Visitors Center	Matt Kingsley
Emergency Medical Care Committee	Matt Kingsley
Foster Care Commission	Jeff Griffiths
Financial Advisory Committee	Linda Arcularius and Rick Pucci
Great Basin Unified Air Pollution Control District *	Matt Kingsley and Linda Arcularius alt. Rick Pucci
Indian Gaming Local Community Benefit Committee	Rick Pucci and Mark Tillemans
Integrated Solid Waste Management Task Force	Linda Arcularius
Integrated Solid Waste Management Hearing Panel	Mark Tillemans
Inter Agency Committee on Owens Valley Land & Wildlife	Matt Kingsley
Inyo Council for the Arts	Linda Arcularius
Inyo Fish & Wildlife Commission	Rick Pucci
Juvenile Justice Coordinating Team (2000)	Linda Arcularius
Law Library Board of Trustees	Rick Pucci
Local Agency Formation Commission *	Rick Pucci and Jeff Griffiths alt. Mark Tillemans
Local Transportation Commission *	Rick Pucci and Matt Kingsley alt. Mark Tillemans
Mental Health Advisory Board	Rick Pucci
National Association of Counties (NACo)	Linda Arcularius alt. Rick Pucci
Quadstate Local Government Authority	Matt Kingsley
Random Access Network Board (R.A.N.)	Rick Pucci
Regional Council of Rural Counties (RCRC)	Linda Arcularius alt. Matt Kingsley
Standing Water Committee	Linda Arcularius and Rick Pucci
Yucca Mountain Program Representatives	Matt Kingsley and Linda Arcularius
Community Focused Court Planning Team	Linda Arcularius
Eastern Sierra Subregional Committee – Sierra Nevada Conservancy (2 years appt. beginning 1-18-05) *	Linda Arcularius- Appt. alternates every 2 yrs within 3 county subregion – LA's appointment up at end of 2012.
Internal Operations Committee (2 Board Members)	Linda Arcularius and Rick Pucci
Western Counties Alliance Board of Directors	Linda Arcularius



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 13

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

**FROM:** Inyo County Water Department

**FOR THE BOARD MEETING OF:** January 21, 2014

**SUBJECT:** Recruitment of Six Seasonal Field Assistants

**DEPARTMENTAL RECOMMENDATION:** Request Board find that consistent with the adopted Authorized Position Review Policy; A) The availability of funding for the requested positions exists as certified by the Water Director and concurred with by the County Administrator and the Auditor-Controller; and B) where internal candidates meet the qualifications for the positions, the vacancies could possibly be filled through internal recruitment, but an open recruitment would be more appropriate as there may not be sufficient internal applicants to fill the requested positions; and C) approve the hiring of six seasonal Field Assistant I at Range 050PT (\$14.18 - \$17.21 per hour), May 16, 2014 through August 31, 2014, contingent upon the adoption of a FY 2014/2015 budget.

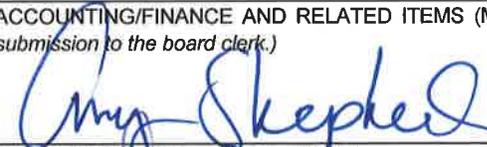
**SUMMARY DISCUSSION:** The Water Department has annually hired seasonal Field Assistants to assist with vegetation monitoring that has been conducted since the early-1990s. The purpose of this program is to evaluate vegetation conditions with respect to the Long-Term Water Agreement's requirements for native vegetation. The Water Department would like to re-visit 20 vegetation parcels using LADWP permanent line-point transect methods for comparison purposes and LADWP has informed the Water Department that they will need assistance with monitoring the status of revegetation projects for approximately fifteen sites.

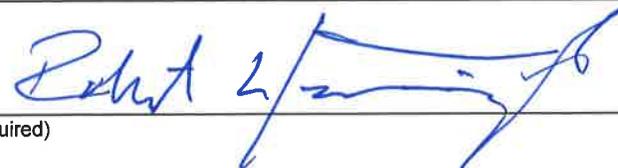
**ALTERNATIVES:** The Board could decide not to approve the request. This alternative would hamper the Water Department's ability to address questions asked by the Inyo/Los Angeles Standing Committee concerning the existing vegetation monitoring programs, and fail to fulfill commitments concerning revegetation project monitoring.

**OTHER AGENCY INVOLVEMENT:** The Inyo County Personnel Department will assist with the recruitment of the requested positions.

**FINANCING:** Funds are available in the Board approved FY 2013-2014 Water Department budget (024102-5012) for one Seasonal Field Assistant from May 16, 2014 to June 30, 2014 and five Seasonal Field Assistants from June 1, 2014 to August 31, 2014 contingent on the adoption of the 2014/15 budget.

**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: <input checked="" type="checkbox"/> Date 1/8/13
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)   Approved: <input checked="" type="checkbox"/> Date 1/6/14

**DEPARTMENT HEAD SIGNATURE:**  Date: 1/9/14  
 (Not to be signed until all approvals are received)  
 (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**  
 14

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

**FROM:** Sheriff's Department – OHV

**FOR THE BOARD MEETING OF:** January 21<sup>st</sup>, 2014

**SUBJECT:** Purchase authorization for side by side all-terrain vehicle for Sheriff's Department Off Highway Vehicle Enforcement Detail.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the purchase of one side by side all-terrain vehicle in amount not to exceed \$11,190 plus sales tax from Honda Yamaha of Redlands, CA.

**SUMMARY DISCUSSION:**

Inyo County was awarded Off Highway Vehicle Grant funds July 1, 2013 in order to procure equipment necessary to enforce off road vehicle rules and regulations.

There was a competitive bid process pursuant to the County Purchasing Policy; Honda Yamaha of Redlands was the lowest bid and complies with the equipment standards. One local vendor responded to the side by side all-terrain vehicle bid; however, even with the 8% local discount the bid was still higher than Honda Yamaha of Redlands, CA.

This item was on the Consent Agenda for the January 14<sup>th</sup> Board meeting; however, additional information was requested regarding the item specifications that Honda Yamaha of Redlands was supplying; detailed bidder specifications from Honda Yamaha of Redlands is attached.

**ALTERNATIVES:**

This is a preapproved purchase with California State Parks and Recreation Off Highway Vehicle Division. Your Board could choose not to allow these purchases, but that is not recommended.

**OTHER AGENCY INVOLVEMENT:**

Sheriff's Department, State Park Services

**FINANCING:**

The Off Highway Vehicle Grant will fund the purchase; Grant number 623513, object code 5655.

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) \_\_\_\_\_ Date: \_\_\_\_\_



# 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: Sheriff's Department – OHV

FOR THE BOARD MEETING OF: January 14<sup>th</sup>, 2014

SUBJECT: Purchase authorization for side by side all-terrain vehicle and four wheel drive truck for Sheriff's Department Off Highway Vehicle Enforcement Detail.

**DEPARTMENTAL RECOMMENDATION:**

- A) Request your Board approve the purchase of one side by side all-terrain vehicle in amount not to exceed \$11,190 plus sales tax from Honda Yamaha of Redlands, CA; and,
- B) Request your Board approve the purchase of one four wheel drive truck in an amount not to exceed \$32,806 plus tax from Bishop Ford.

**SUMMARY DISCUSSION:**

Inyo County was awarded Off Highway Vehicle Grant funds July 1, 2013 in order to procure equipment necessary to enforce off road vehicle rules and regulations.

There was a competitive bid process pursuant to the County Purchasing Policy, each of the winning bids was the lowest bid and both comply with the respective equipment standards. One local vendor responded to the side by side all-terrain vehicle bid; however, even with the 8% local discount the bid was still higher than Honda Yamaha of Redlands, CA. Bishop Ford was the only vendor who responded to the four wheel drive truck bid.

**ALTERNATIVES:**

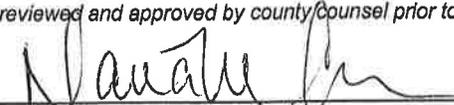
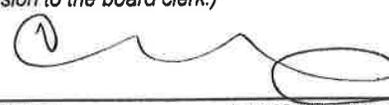
This is a preapproved purchase with California State Parks and Recreation Off Highway Vehicle Division. Your Board could choose not to allow these purchases, but that is not recommended.

**OTHER AGENCY INVOLVEMENT:**

Sheriff's Department, State Park Services

**FINANCING:**

The Off Highway Vehicle Grant will fund the purchase; Grant number 623513, object code 5655.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county/counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/30/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>1/3/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <u>N/A</u> Approved: _____ Date _____

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

Date: 1-3-14

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Off Highway Side-by-Side Vehicle

Bid Opening Date: 12-9-13 Location: County Admin Center

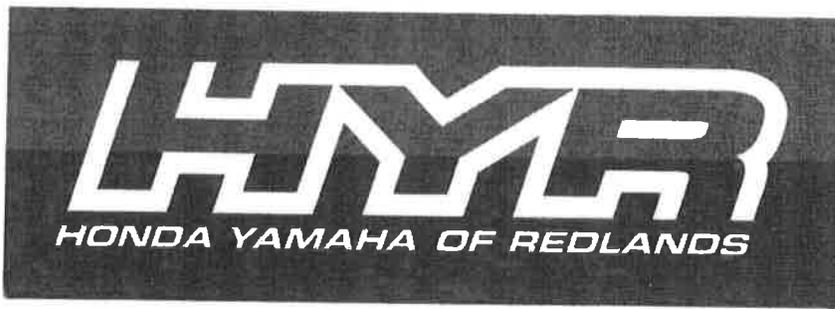
	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	Honda Yamaha of Redlands	\$ 11,188. <sup>80</sup>			
2.	Golden State Honda	\$ 13,871.60			
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: Patricia Manselling

Present: Emma Bell

\_\_\_\_\_  
\_\_\_\_\_





215 E Redlands Blvd, Redlands California 92373 909 793-2833 HYRedlands.com

January 15<sup>th</sup> 2014

Inyo County bid # 2013-11

Bid : 1 2014 Viking side-by-side OHV with the following specs: \$10360.00

Four stroke, SOHC, 4 valve engine, 686 cc displacement, 41mm fuel injection system, liquid cooled electric start, 32 bit ECU ignition.

Ultramatic V-belt transmission with H,L,R, and N range selections and all wheel engine brake on-demand selection of 2WD or 4WD with locking 3-way differential, shaft drive.

Front brakes to be dual hydraulic disc, twin piston.

Rear brakes to be dual hydraulic disc.

Suspension to be front and rear independent double wishbone, 5way preload adjustment with 7.3 inch travel. Ground clearance to be 12 inches.

Fuel capacity of 7.5-8.0 gallons U.S. measure, bed hauling capacity of 400 lbs., wheel base of 75.2 inches.

Hunter Green in color.

Warranty of 6 months minimum.

Sales tax for above item at 8% rate \$828.80

Total \$11188.80

Thank you,

Tony Raley, President  
Honda Yamaha of Redlands  
215 E Redlands Blvd.  
Redlands, CA 92373  
909 793-2833  
[traley@hyredlands.com](mailto:traley@hyredlands.com)

COUNTY OF INYO (760) 878-0293  
MATERIAL OR SERVICES

DELIVERY: INYO COUNTY SHERIFF'S DEPARTMENT  
POSSE HUT, 350 AIRPORT DRIVE  
BISHOP, CA 93514

BILLING: INYO COUNTY SHERIFF'S DEPARTMENT  
PO-DRAWER S  
INDEPENDENCE, CA 93526

RETURN BIDS TO: INYO COUNTY BOARD CLERK  
COUNTY ADMINISTRATIVE CENTER  
224 N. EDWARDS ST.  
P.O. BOX N  
INDEPENDENCE, CA 93526

BID OPENING: DATE: Monday, December 09, 2013 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.

MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope and date of bid opening.  
Read the Instructions and Conditions before making your Bid or Quotation.

#### INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment, if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo; as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Reedlands, Calif (CITY & STATE)

December 3, 2013

CASH DISCOUNT TERMS Due upon Delivery

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Honda Kamaha of Reedlands

NAME OF COMPANY REPRESENTATIVE (PRINTED) Tony Raley

COMPANY REPRESENTATIVE SIGNATURE [Signature]

STREET ADDRESS 215 E Reedlands Blvd

CITY AND STATE Reedlands, Calif 92373

PHONE NUMBER 909-793-2833

FAX NUMBER 909-793-2474

**NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR QUOTATION. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED**

Subtotal	<u>10,360</u>
Sales Tax (8%)	<u>828.80</u>
Shipping Charge	<u>-</u>
Total	<u>11,188.80</u>

Indicate any exception to the bid:

If vehicle is to be registered there is an additional charge of \$52 for DMV registration and 6% documentation fee

Bid prices will remain valid and in effect through 12-31-13

Delivery will be made in 10 days after receipt of order, subject to manufacturer availability

This Bid was received on 12-9, 2013 at 1:35 p.m.  
ATTEST: Kevin D. Carunchio  
County Administrative Officer and Clerk of the Board  
Inyo County, California

By [Signature]  
Assistant



174 South Main Street • Bishop, CA 93514  
Phone 760-872-1570 • Fax 760-872-4826 • Toll Free 888-947-1570  
www.goldenstatecycle.com

## Purchase Estimate

Date 11/26/13 Sales Rep Randy Gillespie

Name INYO COUNTY SHERIFF

Address PO DRAWER S

City INDEPENDENCE State CA Zip Code 93526

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

## Purchase Description

Year 2014 Make YAMAHA Model VIKING PS

Accessories GREEN POWER STEERING

Retail Price	<u>\$12,699.00</u>
Your Price	<u>\$12,100.00</u>
Accessories Price	<u>\$0.00</u>
Freight & Set Up	<u>\$650.00</u>
Document Fee	<u>\$45.00</u>
Sub Total	<u>\$12,795.00</u>
Sales Tax	<u>\$1,023.60</u>
Extended Warranty	<u>\$0.00</u>
DMV Fees	<u>\$53.00</u>
Trade In/Cash Down	<u>\$0.00</u>
Total Price Out the Door	<u>\$13,871.60</u>

This estimate is void in 30 days.

This Bid was received on 11-27, 2013 at 9:10 am.  
ATTEST: Kevin D. Carunchio  
County Administrative Officer and Clerk of the Board  
Inyo County, California

By Patricia Manselley  
Assistant



174 South Main Street • Bishop, CA 93514  
Phone 760-872-1570 • Fax 760-872-4826 • Toll Free 888-947-1570  
www.goldenstatecycle.com

## Purchase Estimate

Date 11/26/13 Sales Rep Randy Gillespie  
Name INYO COUNTY SHERIFF  
Address PO DRAWER S  
City INDEPENDENCE State CA Zip Code 93526  
Phone \_\_\_\_\_ Email Address \_\_\_\_\_

## Purchase Description

Year 2014 Make YAMAHA Model VIKING  
Accessories GREEN NON-POWER STEERING

Retail Price	\$11,699.00
Your Price	\$11,200.00
Accessories Price	\$0.00
Freight & Set Up	\$650.00
Document Fee	\$45.00
Sub Total	\$11,895.00
Sales Tax	\$951.60
Extended Warranty	\$0.00
DMV Fees	\$53.00
Trade In/Cash Down	\$0.00
Total Price Out the Door	\$12,899.60

This estimate is void in 30 days.

COUNTY OF INYO (760) 878-0293  
MATERIAL OR SERVICES

DELIVERY: INYO COUNTY SHERIFF'S DEPARTMENT  
POSSE HUT, 350 AIRPORT DRIVE  
BISHOP, CA 93514

BILLING: INYO COUNTY SHERIFF'S DEPARTMENT  
PO DRAWER S  
INDEPENDENCE, CA 93526

RETURN BIDS TO: INYO COUNTY BOARD CLERK  
COUNTY ADMINISTRATIVE CENTER  
224 N. EDWARDS ST.  
P.O. BOX N  
INDEPENDENCE, CA 93526

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Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.

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8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
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12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
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19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT BISHOP, CA (CITY & STATE)  
11/26 2013

CASH DISCOUNT TERMS NONE

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY GOLDEN STATE CYCLE

NAME OF COMPANY REPRESENTATIVE (PRINTED) RANDY GILLESPIE

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 174 S. MAIN ST

CITY AND STATE BISHOP, CA.

PHONE NUMBER 760 872 1570

FAX NUMBER 760 872 4826

**ONE EACH Off Highway Side-by-Side Vehicle:****Specifications:**

Equipment Type: OHV side-by-side vehicle with additional specifications:

Four Stroke, SOHC, 4 valve engine, 686 cc displacement, 41mm fuel injection system, liquid cooled

Electric start,

Ultramatic V-belt transmission with H, L, R, and N range selections and all wheel engine brake

On-demand selection of 2WD or 4WD with locking 3-way differential, shaft drive

Front brakes to be dual hydraulic disc

Rear brakes to be dual hydraulic disc

Suspension to be front and rear independent double wishbone. 8.1 inch travel. Ground clearance to be 11.8 inches.

Overall dimensions not to exceed 122" long, 62" wide, 75" high

Fuel capacity of 9.0-10.0 gallons U.S. measure, bed hauling capacity of 600 lbs., wheel base of 84.1 inches.

Hunter green in color.

Warranty of 6 months minimum

**New Product only – No refurbished models will be accepted**



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

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

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** January 21, 2014

**SUBJECT:** Sustainable Communities Planning Grant

**RECOMMENDATION:** Review the 2013 Request for Proposals for the Sustainable Communities Planning Grant and Incentives Program issued by the State of California Strategic Growth Council, engage staff in a discussion about a potential grant application for a Specific Plan for North Sierra Highway, and direct staff to proceed with preparing a grant application.

**SUMMARY DISCUSSION:** Staff has considered over the past several years possibly preparing a Specific Plan for North Sierra Highway from the intersection of US 395 and Highway 6 westerly past the Bishop Paiute Casino. A Request for Proposals (RFP) – attached – has been issued by the State of California Strategic Growth Council for planning for these types of projects.<sup>1</sup> This is an excellent opportunity to engage the Bishop community in long-range planning for North Sierra Highway, and staff recommends that the Board direct preparation of a response to the RFP.

**ALTERNATIVES:** Direct staff to not proceed with the grant application. This is not recommended due to the extraordinary opportunity the RFP presents. The Board could also consider other potential ideas for grant applications.

**OTHER AGENCY INVOLVEMENT:** None immediately; potential participants in any Specific Plan include the City of Bishop, State of California Department of Transportation (Caltrans), the City of Los Angeles Department of Water and Power, the Bishop Paiute Tribe, the Eastern Sierra Community Services District, the Tri-County Fair, and others.

**FINANCING:** General fund resources are utilized to monitor and apply for this type of grant funding.

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

<sup>1</sup> Refer also to [http://sgc.ca.gov/planning\\_grants.html](http://sgc.ca.gov/planning_grants.html).

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



A handwritten signature in blue ink, appearing to read "Joshua Hart", is written over a horizontal line.

Date: 1/15/14

Attachment - RFP

**SUSTAINABLE COMMUNITIES  
PLANNING GRANT AND INCENTIVES PROGRAM**

**GRANT GUIDELINES & APPLICATION**

**FUNDED BY**

**THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD  
CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006**

**PROPOSITION 84, CHAPTER 9**

**STATE OF CALIFORNIA**

**STRATEGIC GROWTH COUNCIL**

**2013 REQUEST FOR PROPOSALS**

Released: December 6, 2013

**Applications due by February 28, 2014**

Please direct questions to:

**Sustainable Communities Planning Grant and Incentives Program**

Phone: (916) 322-3439

Email: [SGCSustainablecommunities@conservation.ca.gov](mailto:SGCSustainablecommunities@conservation.ca.gov)

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## I. Introduction and Program Summary

The Strategic Growth Council (Council or SGC) requests submittal of proposals for the third round of the Sustainable Communities Planning Grant and Incentives Program. These guidelines reflect Council prioritization for this current solicitation, and are subject to change should subsequent funding rounds occur.

### Purpose, Goal, and Program Objectives

The principal goal of this grant program is to fund the development and implementation of plans that lead to significant reductions in greenhouse gas emissions (GHGs) in a manner consistent with the State Planning Priorities (see *Appendix N, State Planning Priorities*), AB 32: The California Global Warming Solutions Act of 2006 (see *Appendix B, Glossary*) and the current Environmental Goals and Policy Report (EGPR), if available.

This grant program is meant to foster the development of sustainable communities throughout California. It is designed to help local governments meet the challenges of adopting land use plans and integrating strategies to transform communities and create long-term prosperity. Sustainable communities shall promote equity, strengthen the economy, protect the environment, and promote healthy, safe communities.

Funded activities are intended to achieve the following Program Objectives:

- Improve air and water quality
- Promote public health
- Promote equity
- Increase housing affordability
- Increase infill and compact development
- Revitalize urban and community centers
- Protect natural resources and agricultural lands
- Reduce automobile usage and fuel consumption
- Improve infrastructure systems
- Promote water conservation
- Promote energy efficiency and conservation
- Strengthen the economy

### Sources of Funds and Statutory Authority

The Sustainable Communities Planning Grant and Incentives Program is funded by **Proposition 84**, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. It added Division 43 to the Public Resources Code, Chapter 9, Sustainable Communities and Climate Change Reduction Section 75065(a), authorizing the Legislature to appropriate \$90 million for planning grants and planning incentives that achieve sustainability objectives. (see *Appendix J, Proposition 84*)

**SB 732** (Chapter 13, Statutes of 2008) established the Council and added California Government Code Sections 75127 and 75128, which direct the Council to manage and award financial assistance to support the planning and development of sustainable communities that achieve sustainability objectives. Additionally, Gov. Code section 75126 states that these funded activities must be consistent with the State's Planning Priorities. Section 75125 states that the Council shall develop guidelines for awarding financial assistance, including criteria for eligibility and additional consideration. (see *Appendix K, Strategic Growth Council and Climate Change Reduction Statute*)

The funded activities must also meet the goals of reducing greenhouse gas emissions consistent with AB 32.

### **Eligible Applicants**

Per California Public Resources Code section 75127 (*See Appendix K*), Cities, Counties, Metropolitan Planning Organizations (MPOs), Joint Powers Authorities (JPAs), Regional Transportation Planning Agencies (RTPAs), Councils of Governments (COGs), or combinations thereof are eligible to apply.

### **Joint Proposals**

For the purposes of this solicitation, one or more eligible applicants can submit a **Joint Proposal** (*See Appendix B, Glossary*). For each joint application, a lead applicant and all co-applicants shall be identified, all of which must qualify as an eligible applicant. In addition, the lead applicant and all co-applicants are responsible for addressing objectives of the grant program by responding to evaluation questions as noted in *Section IX*, as well as in the Initial Work Program and Budget documents. An eligible applicant may also wish to **partner** with one or more eligible or non-eligible organizations.

SGC strongly encourages submittals of joint proposals by multiple eligible applicants. A successful joint proposal must include meaningful, actionable internal and external collaboration and demonstrate a commitment (e.g. match funding, Memorandum of Understanding, etc.) to the joint proposal from each participating eligible organization.

### **Application Funding**

The minimum grant award is \$50,000. The maximum grant award is \$500,000, unless the application is a joint proposal, in which case the maximum award is \$1 million.

Eligible applicants can be included in the proposed budget of a **maximum of three proposals**, with at least one application meeting the requirements for the Environmental Justice set-aside (*see Section IV*). **If none of the applications qualify for the EJ set-aside, an eligible applicant can be included in up to two proposals.** Included in the three proposal maximum, eligible applicants can be the lead applicant on up to two of these proposals: 1) as the lead applicant in on a joint or standard application for the main pool of funding, and 2) as the lead applicant for the Environmental Justice set-aside.

Therefore, eligible applicants can apply for **up to three grants** under the following scenarios:

1. As the lead applicant on a joint or standard proposal
2. As a co-applicant on a joint proposal
3. As the lead applicant on a joint or standard Environmental Justice proposal
4. As a co-applicant on a joint Environmental Justice proposal

### **Grant Application and Administration**

The Department of Conservation (DOC) administers this grant program on behalf of the SGC. For more information about the administrative process *see Section XII*. Grant applications are submitted via the online Financial Assistance Application Submittal Tool (FAAST), which provides specific prompts to which applicants must respond. For more information about the online application, *see Appendix D, Online Application Tool: FAAST*. *Section XI* provides information about the requirements for grantee meetings, invoicing, and reporting.

## II. Threshold Requirements

Proposals must meet the all of the Threshold Requirements below. Proposals that do not meet the following criteria will **not** be considered eligible for funding. This shall be at the sole discretion of the State. *Section IX*, Step 1 lists the questions asked of applicants that are the basis for evaluating satisfaction of the Threshold Requirements.

1. Be consistent with the State's Planning Priorities, in summary below, and identified in Section 65041.1 of the Government Code
  - Promote infill development and equity by rehabilitating, maintaining and improving existing infrastructure
  - Protect, preserve and enhance environmental and agricultural lands and natural and recreational resources
  - Encourage location- and resource-efficient new development

These priorities are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including urban, suburban, and rural communities.

2. Reduce greenhouse gas emissions, on as permanent a basis as is feasible, consistent with:
  - AB 32: The California Global Warming Solutions Act of 2006 (Division 25.5, section 38500 et. seq. of the Health and Safety Code) and any applicable **Regional Plan** (*see Appendix B, Glossary*).
3. Connect state policies or programs, regional planning efforts, and local plans through coordination and collaboration.
  - Any proposal from a city or county must demonstrate how its work program supports the region's goals and plans, aligns with or complements an approved or adopted Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) and other existing local government plans and projects that would be affected by the proposal. A letter from the regional agency concurring with this explanation is required. (*see Appendix C, Application Checklist*)
  - Any proposal from a regional agency must demonstrate, through collaboration with governmental organizations and non-governmental organizations (NGOs) that may be affected by the plans contained in this proposal, that local implementation of the proposed activities can be expected to follow from the work program. A letter from the implementing local agency concurring that it has the capacity and intent to realize the resulting plan is required. (*see Appendix C*)
4. Consider and apply State of California best practices for climate change vulnerability assessment, resilience planning, and adaptation to the effects of climate change on the proposed project. (*see Appendix M*).
5. Include a minimum ten percent (10%) local match. At least five percent (5%) of the requested grant amount must be a cash match; the balance may be in-kind. This requirement is waived for a proposal that qualifies for the Environmental Justice (EJ) set-aside (*see Section IV*).

## III. Focus Areas

Coordinated investment in land use planning and transportation infrastructure and operations is needed to implement the goals of regional Sustainable Communities Strategy (SCS) and to support sustainable development efforts at the regional and local level. The Focus Areas listed below are intended to support Regional Transportation Plan (RTP) and SCS development and implementation processes and the development and implementation of local planning efforts to reduce greenhouse gas emissions.

The Council will fund proposals that fall within the following three Focus Areas:

- Focus Area #1: Innovative Incentives for Sustainable Development Implementation
- Focus Area #2: Sustainable Community Planning in Transit Priority Areas
- Focus Area #3: Collaborative Community Planning in Preparation for High-Speed Rail (HSR)

Although proposals may correspond to more than one Focus Area, each proposal must apply to one of the above Focus Areas. There is no specific allocation of funding among the three Focus Areas; the ratio of grant funds awarded to each Focus Area will depend on the number and quality of proposals received for each Focus Area. SGC encourages the submittal of multi-organization joint proposals, with one lead applicant organization identified.

### **Focus Area #1: Innovative Incentives for Sustainable Development Implementation**

**Eligible Lead Applicants:** Cities, Counties, MPOs, RTPAs, JPAs, and COGs

**Intent:** This Focus Area supports local planning activities that implement a proposed or adopted Regional Transportation Plan, and when applicable, a Sustainable Communities Strategy, or any other local or regional plan, in a way that incentivizes sustainable, infill development, location- and resource-efficient development, or preserves or enhances natural or agricultural lands. Proposals should present innovative implementation activities that reduce GHG emissions, that go beyond the applicant's typical planning activities, and that are capable of replication in other jurisdictions.

#### **Examples of eligible proposals include, but are not limited to:**

- Nexus studies for fee reduction programs in infill areas, design guidelines for higher-density, mixed-use development, and modifications of parking requirements in infill and transit-rich areas
- Zoning code updates and amendments promoting infill and affordable development
- Circulation element update or other planning efforts to incorporate Healthy Communities policies and objectives (*See Appendix O, Health Communities Framework*)
- Affordable housing preservation strategies in infill and transit-oriented development areas
- Financing strategies for sustainable development and related infrastructure
- Regional greenprint development and implementation efforts
- Urban/rural partnerships to preserve and protect natural resources and agricultural land as part of an infill development strategy
- General Plan or Specific Plan updates that incorporate infill goals to meet California Environmental Quality Act (CEQA) streamlining opportunities related to SB 226 (Simitian, 2011) (*see Appendix L, CEQA Streamlining*)
- Climate action plans
- Coastal zone land use plans
- Local government/Local Educational Agency collaborative planning to integrate land use and school facilities plans
- Plans for affordable housing, transit and other critical infrastructure needs to support sustainability in existing rural and agricultural communities
- Other innovative local incentive implementation strategies that will reduce GHG emissions and meet Program Objectives

### **Focus Area #2: Sustainable Community Planning for Transit Priority Areas**

**Eligible Lead Applicants:** Cities, Counties, MPOs, RTPAs, JPAs, and COGs

**Intent:** This Focus Area supports sustainable community planning in transit priority areas. Applicants are encouraged to utilize CEQA streamlining opportunities including, but not limited to those mentioned in SB 226, SB 375 (Steinberg, 2008) and SB 743 (Steinberg, 2013) where applicable. (See Appendix L, CEQA Streamlining)

**Examples of eligible proposals include, but are not limited to:**

- Multi-modal or transit station area plans
- Corridor planning linking transit-oriented developments
- Zoning and development standards to support transit-oriented development
- Financial feasibility analyses/highest and best use studies to support a mix of uses surrounding transit
- Affordable housing strategies to support preservation and construction in transit priority areas
- Approaches for financing sustainable infrastructure, such as water, sewer, and drainage in transit priority areas
- Other sustainable community planning and implementation activity in transit priority areas

**Focus Area #3: Collaborative Community Planning in Preparation for High-Speed Rail**

**Eligible Lead Applicants:** Cities, Counties, MPOs, RTPAs, JPAs, and COGs.

**Intent:** This Focus Area supports collaborative activities across multiple jurisdictions to plan their communities for the opportunities provided by High-Speed Rail – including local jurisdictions which may not be identified station cities, but are affected from impacts of High-Speed Rail construction, operations, or service. This Focus Area encourages proposals within regions that are linked to the Initial Operating Section of California High-Speed Rail (defined in the 2012 Business Plan as “extending from Merced south through Bakersfield and Palmdale to the San Fernando Valley”) and the **Bookend Transit Connections** (see Appendix B, Glossary), however applications focusing on subsequent phases of High Speed Rail will be accepted.

Applicants submitting proposals to this Focus Area need to demonstrate how their projects will incorporate sustainable practices while managing accelerated development demands and enhancing economic benefits resulting from operation of High-Speed Rail service. Activities funded in this Focus Area will go beyond—but should be complementary to—the planning and environmental mitigation that will be conducted in association with the construction of the High-Speed Rail line.

**Proposal examples include, but are not limited to:**

- Multi-modal transportation planning, particularly for non-auto related access
- Specific Plans or zoning amendments to increase density, affordability and promote a compact mix of uses
- Regional economic and fiscal analyses
- Plans for affordable housing and anti-displacement strategies for low-income residents
- Habitat, conservation, and working lands preservation plans
- Plans to connect, by transit, non-station cities with station cities
- Other planning and implementation activities that prepare communities for a sustainable future connected with High-Speed Rail

#### **IV. Environmental Justice (EJ) Set-Aside**

**Eligible Lead Applicants:** Cities, Counties, MPOs, RTPAs, JPAs, and COGs.

Twenty-five percent (25%) of the funding cycle shall be set aside for proposals that target and directly benefit Environmental Justice communities, which are defined as those communities that receive the top ten percent (10%) of statewide scores using the latest published version of the California Environmental Protection Agency’s (Cal/EPA)

CalEnviroScreen tool as of the release date of this grant solicitation. A proposal is only eligible for the EJ set-aside if it meets Threshold Requirements #1 through #5 **and** all of the following conditions:

- a. Proposed plan area must include all or part of at least one community that receives a score in the top ten percent (10%) of statewide scores using the CalEnviroScreen methodology. (*see Section IX, Step 1.5 for further explanation*)
- b. Proposal must be located in and directly benefit the EJ communities identified in (a) *Section IX, Step 1.5* lists the questions asked of applicants that are the basis for evaluating eligibility for the EJ set-aside.
- c. Proposals that apply to the EJ set-aside must address one of the three Focus Areas.

The local match Threshold Requirement and “leveraging additional resources” points are automatically awarded for proposals that are eligible for the EJ set-aside.

If there are not enough proposals recommended for funding for the EJ set-aside to account for 25% of the funding available for this round, the remainder of the set-aside funds will return to the primary funding pool.

## **V. Priority Considerations**

Consistent with the goal of the program, the following areas have been identified as priorities in awarding grants:

- Proposal adds or enhances elements of a regional plan not funded with federal dollars
- Proposal demonstrates on-going collaboration with various levels of government (including federal, state, regional, local, school and special districts); internal coordination amongst applicant departments; and collaboration with diverse external stakeholder groups such as businesses, non-governmental organizations (NGOs) and community members
- Proposal creates best practices to serve as models for communities across the state or region
- Proposal is leveraged with additional resources

*Section IX, Step 3* lists the questions asked of applicants that are the basis for evaluating and scoring these Priority Considerations.

## VI. Scoring Criteria

All information submitted in the application package provides the grant review committee tools for evaluation and should demonstrate how effectively the proposal meets Threshold Requirements, Program Objectives, Focus Area intent, and Priority Considerations. Proposals will be reviewed for completeness and eligibility. Eligible proposals will be scored by a grant review committee consisting of SGC member agencies: Governor’s Office of Planning and Research, California Natural Resources Agency, California Health and Human Services Agency, California Environmental Protection Agency, California Business, Consumer Services, and Housing Agency, and California State Transportation Agency. Proposals will be scored on the following areas. Each area is awarded points on a sliding scale from zero to the listed number. See *Section IX* for specific evaluation questions.

### SCORING CRITERIA

#### Program Goals, Objectives, and Focus Area (60 points)

- Extent to which the proposed work program reduces greenhouse gas emissions to further the goals of AB 32 relative to the size and scope of the work program **15**
- Extent to which the proposed work program achieves Primary Objectives (no more than three of the twelve Program Objectives)\* **15**
- Extent to which the proposed work program achieves additional co-benefits (self-selected subset of the twelve Program Objectives) (*see Appendix B, Glossary*) **8**
- Extent to which the proposed work program achieves the intent of the applicable Focus Area **12**
- Extent to which proposal includes clear, reportable measures of progress toward achievement of Primary Objectives and the intent of the applicable Focus Area **10**

#### Priority Considerations (20 points)

- Proposal adds or enhances elements of a regional plan not funded with federal dollars **5**
- Ongoing collaboration with various levels of government (including federal, state, regional, local) and school districts; internal coordination amongst applicant departments; and collaboration with diverse external stakeholder groups such as businesses, NGOs and community members **5**
- Extent to which work program results in strategies or outcomes that can serve as best practices **5**
- Extent to which proposal is leveraged with additional resources (beyond the threshold local match)\*\* **5**

#### Organizational Capacity (20 points)

- Organization demonstrates the capacity to successfully execute proposed work on time and within budget **10**
- Organization and its partners demonstrate readiness and capacity to implement proposed work **10**

**Total Available Points 100**

\* Proposals that apply for the Environmental Justice set-aside must select “Promote Equity” as one of its three Primary Objectives (See Step 2, Question #2)

\*\*This criterion is automatically satisfied for proposals that qualify for the Environmental Justice set-aside.

## VII. Application Overview

The following identifies the required documents to be submitted via the FFAST Online Application Tool and helpful tips to using the FFAST system. (see *Appendix C, Application Checklist, and Appendix D, Online Application Tool: FFAST, for more information.*)

### Required Components of the Application

1. Completed Application Form (Online FFAST application, described in *Appendix D.*)
  - a. Proposal Summary Statement (Described in *Section VIII*, upload PDF to FFAST.)
  - b. Proposal Description (entered into Online FFAST application)
2. Supporting Documentation
  - a. Budget (Template at [http://sgc.ca.gov/planning\\_application\\_forms.html](http://sgc.ca.gov/planning_application_forms.html))
  - b. Work Plan (Template at [http://sgc.ca.gov/planning\\_application\\_forms.html](http://sgc.ca.gov/planning_application_forms.html))
  - c. Indicators
  - d. Letter(s) of Support from Regional/Local Governments (See *Appendix C, Application Checklist*)
3. Signed Resolution from Governing Body (see *Appendix I, Required Resolution Language*)
4. Environmental Justice Set-Aside Documentation, if applicable

### FFAST Online Application Tool

- The application uses the FFAST online application tool, located at [https://faast.waterboards.ca.gov/User\\_Registration/SignUpOrgSearch.aspx](https://faast.waterboards.ca.gov/User_Registration/SignUpOrgSearch.aspx)
- You will be prompted to develop a login name and password to use the FFAST tool. Application information will be entered into FFAST by typing information into text boxes, selecting choices from preset lists, and uploading attachments.
- Sign up for and explore the FFAST tool before beginning work on your application. Then prepare answers in an unformatted text document for editing. Finally, cut and paste information into the online application and ensure that your content is displaying correctly and responses are not cut off.
- Be sure to save your work often. The FFAST tool starts a 90-minute timer each time a user logs into their account. The timer resets to 90 minutes each time a user saves their work to the system. When working in FFAST, you can save work-in-progress at any point, and you can then return to your application at another time.
- Use only basic formatting. Extra symbols or layout designs can interfere with completion of the online application.

## VIII. Proposal Summary Statement

The Proposal Summary Statement should be **no longer than two pages using 12-point font**. Attach (upload) this document to the online application. The summary should describe:

- What the problem is and why it is important to address
- An overview of the work being undertaken
- Characteristics of the populations served
- The impact the proposed work will have on the community/communities served

## IX. Evaluation Questions

The questions below are designed to solicit specific facts regarding how the proposal addresses the Threshold Eligibility Requirements, Program Objectives, and Priority Considerations. Use these questions to prepare the draft proposal prior to entry into the online application.

### **Step 1: Threshold Requirements**

Clearly address all of the following prompts:

- 1. Describe how the work program is consistent with the State's Planning Priorities (Section 65041.1 of the Government Code) including how it accomplishes the following:**
  - a. Promotes infill development and equity by rehabilitating, maintaining and improving existing infrastructure
  - b. Protects, preserves, and enhances environmental and agricultural lands, and natural and recreational resources
  - c. Encourages location- and resource-efficient development
  
- 2. Describe how the work program will reduce, on as permanent a basis as is feasible, greenhouse gas emissions consistent with California's Global Warming Solutions Act of 2006 and any applicable regional plan. These responses will be the basis for awarding up to 15 points for "substantial reduction in greenhouse gas emissions." (see Section VI, Scoring Criteria)**
  - a. How will the proposed work reduce greenhouse gas emissions to further the goals of AB 32?
  - b. Provide estimated new/additional GHG emission reductions for the proposed work, including the basis for these estimates and the methods used to measure the estimated reductions. How significant are the resulting GHG reductions in relation to the emissions within the applicant's jurisdiction, particularly relative to the size, scope, and cost of the work program? In relation to the emissions statewide?
  - c. Cite any applicable regional plan(s).
  - d. Describe how the work program will be consistent with the greenhouse gas emission reduction strategies in the applicable regional plan(s).
  
- 3. Connect state policies or programs, regional planning, and local plans through coordination and collaboration.**
  - a. If the primary applicant is a city or county, how does the work program support the region's goals and planning documents and align with or complement any approved, adopted, or proposed Regional Transportation Plan/Sustainable Communities Strategy? A letter from the regional agency concurring with this explanation is required.
  - b. If the primary applicant is a regional agency, what local action or implementation can be reasonably expected to follow from this work program? How will the applicant work with cities and counties or other organizations to ensure local support for the work program? A letter from the implementing local agency concurring that it has the capacity and intent to realize the resulting plan is required.
  
- 4. Describe how the proposal uses State of California best practices for climate change vulnerability assessment, resilience planning, and adaptation to the effects of climate change on the proposed project. (see Appendix M, Climate Adaptation Resources for Local Government)**
  - a. Identify the potential climate change impacts to the population or natural systems most vulnerable to those impacts within the planning area.
  - b. How does the proposed work use best practices to address adaptation to these impacts?

5. **Include a minimum ten percent (10%) local match. At least five percent (5%) of the requested grant amount must be a cash match; the balance may be in-kind.** This requirement is waived for a proposal that qualifies for the Environmental Justice set-aside.
- a. In your Initial Budget Proposal (*see Appendix E, Sample Initial Budget Proposal*), identify funding sources and the amount already committed to the proposed work and expected timing of funds. Detail whether funds are in the form of cash contributions, in-kind services, volunteer effort, donated labor or materials, technical expertise, etc.

### **Step 1.5: Environmental Justice (EJ) Set-Aside**

If applying for the EJ set-aside, provide the following documentation and responses to the following criteria:

- a. **Proposed plan area must include all or part of at least one community that receives a score in the top ten percent (10%) of statewide scores using the latest published version of Cal/EPA's CalEnviroScreen tool as of the release date of this grant solicitation.**
  1. Create a PDF "printout" from the online CalEnviroScreen map viewer: <http://oehha.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=5e1542837d4246b282ddbaa92b0e790f> that displays the proposed plan area and upload it to the FAAST online application tool.
  2. Explain what part of the proposed plan area overlaps with the high-scoring communities indicated on the map.
- b. **Proposal must specifically target, and directly benefit, those vulnerable communities identified in (a), demonstrating how the proposed work addresses the needs of the most vulnerable residents in the community. (Your community's relative ranking on the Population Characteristic indicators used in the latest version of CalEnviroScreen can be referenced, as well as other applicant-defined, meaningful characteristics.)**
  1. Describe the challenges faced by the EJ Community that this proposal seeks to serve.
  2. How will the proposed work directly benefit the most vulnerable residents in the community? How have they been, and will be, engaged in the development of the proposal and the execution of the proposed work? If funds for community engagement are not included in the budget, please explain why they are not needed for the proposed work.
- c. **Proposals that apply for the EJ set-aside must select "Promote Equity" as one of its three Primary Objectives (See Step 2, Question #2)**

For more information about CalEnviroScreen and its methodology, see <http://oehha.ca.gov/ei/ces11.html>.

NOTE: If a proposal applies for the EJ set-aside but is deemed by the grant review committee to not meet the requirements of the set-aside, the proposal will be considered in the primary funding pool if and only if it meets all of the Threshold Requirements, including the local match requirement.

### **Step 2: Program Goals, Objectives, and Focus Area (Up to 60 points)**

Clearly address all of the following prompts:

1. **Potential for substantial reduction in greenhouse gas emissions relative to the size and scope of the proposed work. (15 points)**
  - a. Points for this program goal will be based on the response to the evaluation questions for Threshold Requirement #2. Applicants may cut and paste the same answer.

**2. Extent to which the proposed work achieves Primary Objectives. (15 points)**

Identify no more than three of the twelve Program Objectives (see Section I) that are the proposal's Primary Objectives and address each Objective with equal emphasis. If applying for the EJ set-aside, applicants must select "Promote equity" as one of the Primary Objectives. For each of the proposal's Primary Objectives, answer the following questions:

- a. How will the proposed work achieve the objective?
- b. What strategies will be used to ensure that the proposed work meets the objective?

**3. Extent to which the proposed work achieves additional co-benefits and identifies potential unintended impacts resulting from the plan. (8 points)**

Identify an additional subset of the twelve Program Objectives (see Section I) that are co-benefits of the proposal. These are important positive outcomes that will result from the proposed program of work, but that are neither the primary rationale for the proposal nor the primary measure of the proposal's success. For the set of co-benefits, answer the following questions:

- a. How will the proposed work program achieve these co-benefits?
- b. What strategies will be used to maximize these co-benefits?
- c. For any Program Objectives that are neither identified as Primary Objectives nor co-benefits, describe potential unintended impacts the proposed work will have on those objectives, and how they will be anticipated, addressed and minimized.

**4. Extent to which work program achieves the intent of the applicable Focus Area. (12 points)**

- a. Review the "intent" of the applicable Focus Area as described in Section III of this document. How does the proposed work program achieve this intent?

**5. Extent to which proposal includes clear, reportable measures of progress toward achievement of Primary Objectives and the intent of the applicable Focus Area. (10 points)**

- a. For each Primary Objective, how will the applicant measure progress toward achieving that objective?
- b. What reliable and consistent quantifiable or qualitative data and information, and standardized methods are incorporated into the measurements identified? Describe the methods, data, relevant facts and evidence used.
- c. How will these measurements be used to track the progress of the proposed work program, integrate meaning and value to the process, and generate action toward the project's goals?

**Step 3: Priority Considerations (Up to 20 points)**

Address the following points, if applicable to the proposal:

**1. Does the proposal add or enhance elements of a regional plan that are not funded by federal dollars? (5 points)**

- a. Is the proposed work funded with federal dollars?
  - i. Yes/No
- b. Cite the applicable regional plan and describe the elements of the plan the proposed work will be implementing.

**2. Does the proposal demonstrate ongoing collaboration with various levels of government (including federal, state, regional, local and school and special districts), internal coordination among applicant departments;**

**and collaboration with diverse external stakeholder groups such as businesses, NGOs, and community members? (5 points)**

- a. What innovative partnerships have been established in the proposed work, and how will those partners contribute to and support the proposed work? Partners may include organizations such as local governments, regional agencies, state agencies, federal agencies, tribal governments, special districts, educational institutions, nonprofits, and private stakeholders.
- b. Of these partners, identify those partners which provide an active role in the proposal. In the Initial Work Plan, describe tasks undertaken by all participating entities.
- c. Describe the purpose and extent of stakeholder and public engagement opportunities that will be provided by the proposed work program. How will these engagement opportunities target specific groups or populations?

**3. Does the proposal demonstrate strategies or outcomes that can serve as best practices for communities across the state? (5 points)** (Note: Funded proposals and final work products may be posted on the SGC website.)

- a. Does the proposal include tools or processes that could easily be accessed and used by other government agencies to develop plans or strategies for sustainable communities?
- b. How will the applicant and its partners promote and share the work program's information, tools or processes?

**4. Does the proposal leverage additional resources? (5 points)**

- a. Citing the Initial Budget Proposal, what resources does the proposal leverage beyond the minimum local match requirement?
- b. How do these additional resources increase the impact and value of the proposed work program?
- c. How do these additional resources demonstrate the organization's or partners' commitment to the proposed work program?

**Step 4: Organizational Capacity** (Up to 20 points)

**1. Organization demonstrates the capacity to successfully execute proposed work on time and within budget (10 points)**

- a. What is the applicant's experience and successful track record relevant to the proposed work? Is the expertise for the successful execution for the proposed work in-house? If not, how does the applicant plan to build capacity within the organization?
- b. How will the proposed work be kept on schedule and within budget? If the proposed work goes over budget, what is the contingency plan to cover the cost?

**2. Organization and its partners demonstrate readiness and capacity to implement proposed work (10 points)**

- a. How have the applicant and its partners: 1) acquired the appropriate technical expertise; 2) generated the political will; and 3) gathered and incorporated community feedback to successfully implement the proposed work?
- b. What additional steps will be necessary for implementation (lead applicant, co-applicants, and other partners), and who is responsible for managing the implementation? Have funding sources for implementation been identified?
- c. For past SGC applicant or grantees only: Please note SGC grants applied for in the past, and if a grant recipient, please briefly describe the current implementation status of the plan.

## **X. Ineligible Proposals**

Ineligible proposals that will not be funded under this program include, but are not limited to, proposals that:

- Do not meet the Threshold Requirements
- Do not contain adequate documentation and applicable materials
- Do not include objective(s) and indicator(s)
- Do not meet the intent of the Focus Area for which they are applying
- Are not received by the application deadline
- Request funding for the same proposal under another Focus Area
- Request funding for activities already funded by any other grant program

## **XI. Grant Administration**

### **Grant Selection Process**

1. Applicants submit a complete grant proposal to the State by the deadline.
2. Proposals are reviewed for completeness and eligibility. (Incomplete or ineligible proposals may not be evaluated or considered for funding at the sole discretion of the State.)
3. Grant Committee (Committee) reviews proposals and makes recommendations for awards.
4. The Committee recommends the final proposals for awards to the Council.
5. The Council determines final project awards.

**NOTE:** Awards are contingent upon legislative appropriation of funds and sale of bond.

### **General Overview of Grant Process after Grants are Awarded**

#### **Executing the Grant Agreement:**

1. State sends grant agreement and materials to grantee.
2. Grantee must submit all supporting materials and a signed agreement within twelve (12) months of the announcement or risk forfeiting the grant award.
3. Grantee signs and returns all required copies back to the State (a fully executed copy will be returned to the Grantee).

#### **Upon Signature of the Grant Agreement:**

1. Grantee participates in an orientation meeting with Department of Conservation and SGC staff.
2. Grantee commences work and submits requests for reimbursements, as applicable.
3. Grantee submits quarterly progress reports for review via electronic file and signed original document.
4. Grantee participates in ongoing technical assistance, learning collaborative activities, and reporting meetings that support the overall work plan (at least annually for three years).
5. Grantee may be asked to attend a future council meeting to discuss the merits of the grant project.
6. Grantee must submit a final report upon completion of the award agreement in order to receive a final payment for the withheld 10% of their project.

### **Changes to Approved Proposal**

A grantee wishing to make changes or amendments to an approved proposal must first obtain approval from the State. Changes in the proposal must continue to meet the requirements of the grant as approved, including its goals, objectives, and tasks. The grantee jeopardizes funding if changes are made without State approval.

### **Eligible Costs**

**Direct Costs**, (see *Appendix B, Glossary*) including staff to implement the work program, incurred during the performance period specified in the grant agreement will be eligible for reimbursement. All eligible costs must be

supported by appropriate documentation. Costs incurred outside of the performance period and **Indirect/Overhead Costs** (see *Appendix B, Glossary*) are not eligible for reimbursement.

### **Payment of Grant Funds**

Funds cannot be disbursed until there is a fully executed grant agreement between the State and the Grantee. Work done prior to a fully executed grant agreement will not be funded.

- Payments will be made on a reimbursement basis (i.e. the grantee pays for services or staff then is reimbursed by the State).
- Ten percent (10%) of the amounts submitted for reimbursement will be withheld and issued as a final payment upon work program completion, at the sole discretion of the State.
- Advanced payments are not allowed.

### **Cancellation of Grants**

The Department of Conservation retains its discretion to cancel grant agreements, as a last resort, for failure to comply with the terms of the executed agreement. The following are examples of actions that may result in a Grantee's loss of funding. This is not a complete list:

- Grantee fails to obtain a Grant Agreement.
- Grantee withdraws from the grant program.
- Grantee fails to complete the funded work program.
- Grantee fails to complete a work program that meets the requirements agreed upon.
- Grantee fails to submit all documentation within the time periods specified in the grant agreement.
- Grantee changes scope of work program without approval of the State.
- Grantee changes the sub-recipient or entity(s) identified in the work plan or application without approval from the State.

### **State Audit and Accounting Requirements**

#### **Audit Requirements**

Funded proposals are subject to audit by the State of California annually and for three (3) years following the final payment of grant funds. If the award is selected for audit, advance notice will be given. The audit shall include all books, papers, accounts, documents, or other records of the grantee, as they relate to the work program for which the funds were granted.

The grantee must have the work program records, including the source documents and evidence of payment, readily available, and provide an employee with knowledge of the project to assist the auditor. The grantee must provide a copy of any document, paper, record, or the like, requested by the auditor. The Department of Conservation will provide an initial guidance document outlining acceptable documentation.

#### **Accounting Requirements**

The grantee must maintain an accounting system that:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides a sufficient audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, time cards, canceled checks, etc.
- Provides accounting data so the total cost of each individual proposal can be readily determined.

#### **Records Retention**

Grant records must be retained for a period of three (3) years after final payment is made by the State. All grant records must be retained by the grantee at least one (1) year following an audit. Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following work program completion and one year following an audit. A work program is considered complete upon receipt of final grant payment from the State.

## APPENDIX A - Acronym Key

<b>CEQA</b>	California Environmental Quality Act
<b>COG</b>	Council of Governments
<b>DOC</b>	California Department of Conservation
<b>EJC</b>	Environmental Justice Community
<b>FAAST Online Tool</b>	Financial Assistance Application Submittal Tool
<b>GHG</b>	Greenhouse Gases
<b>JPA</b>	Joint Powers Authority
<b>MPO</b>	Metropolitan Planning Organization
<b>PDF</b>	Portable Document Format
<b>RTP</b>	Regional Transportation Plan
<b>RTPA</b>	Regional Transportation Planning Agencies
<b>SGC</b>	California Strategic Growth Council; Council
<b>SCS</b>	Sustainable Communities Strategy

## APPENDIX B – GLOSSARY

The terms used in these grant guidelines are defined as follows:

**AB 32 (Chapter 488, 2006): Assembly Bill 32**, or the California Global Warming Solutions Act of 2006, establishes a comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reductions of greenhouse gases. It codifies in the Health and Safety Code declarations about the serious threats posed by global warming and the intent of the Legislature to ensure coordination among state agencies and all affected stakeholders in the development of regulations to implement this law.

**Applicant:** An eligible organization requesting funding from this program to be administered by the State. Eligible applicants include cities, counties, Metropolitan Planning Organizations (MPOs), Joint Powers Authorities (JPAs), Regional Transportation Planning Agencies (RTPAs), Council of Governments (COGs), or a combination.

**Bond or Bond Act:** Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. *See Appendix J*

**Bookend Transit Connections:** "Blended" sections of the High Speed Rail system that contain existing rail segments that will facilitate the eventual use of the segment for High-Speed Rail but will also improve service for existing riders. (SB 1029)

**Catalyst Project:** A Gold, Silver or Bronze level project designated under the Department of Housing and Community Development's California Catalyst Projects for Sustainable Communities Pilot Program.

**Co-Applicant:** Also, a **sub-recipient**. In the context of a joint application, an eligible applicant which is part of a joint proposal but is not the lead applicant. All co-applicants are responsible for addressing objectives of the grant program by responding to evaluation questions, particularly in the Initial Work Program and Budget documents.

**Co-Benefits :** The ancillary or additional benefits of policies that are implemented with a primary goal, such as climate change mitigation – acknowledging that most policies designed to reduce greenhouse gas emissions also have other, often at least equally important, benefits (e.g., energy savings, economic benefits, air quality benefits, public health benefits). Also referred to as "multiple benefits." (U.S. Environmental Protection Agency)

**Consistent With:** Compatible with, or in agreement with, not contradictory to.

**Council:** Strategic Growth Council established pursuant to SB 732 (Steinberg, Chapter 13, Statutes of 2008).

**Direct Costs:** Costs incurred during the performance period specified in the grant agreement, including salary and benefits for staff, to implement the proposed work program. Direct costs are eligible for reimbursement. See *Indirect Costs* for further clarification.

**Eligible Applicant:** As defined by Public Resources Code §75126, cities, counties, Metropolitan Planning Organizations (MPOs), Joint Powers Authorities (JPAs), Regional Transportation Planning Agencies (RTPAs), Councils of Governments (COGs), or a combination of these entities.

**Environmental Justice Community:** Communities that receive the top ten percent (10%) of statewide scores using the latest published version of the CalEnviroScreen tool on the release date as of this grant solicitation.

Communities can be identified through the online CalEnviroScreen map viewer

(<http://oehha.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=5e1542837d4246b282ddbaa92b0e790f>).

**Equity:** A community that demonstrates equity is a competitive and inclusive community in which members of all racial, ethnic, and income groups have opportunities to live and work in all parts of the region, have access to living wage jobs and are included in the mainstream of regional life. It is also one in which all neighborhoods are supported to be vibrant places with choices for affordable housing, good schools, access to open space, transit that connects people to jobs, and healthy and sustainable environments, as well as access to basic services, infrastructure, and amenities.

**Fund or Funds:** monies authorized from the Proposition 84 Bond Act of 2006

**Grant Administrator:** an employee of the State who manages the grants.

**Grant Agreement:** a contractual arrangement between the State and grantee specifying the payment of funds by the State for the execution of the work program by the grantee.

**Grant Performance Period:** the beginning and ending dates of the Grant Agreement. Eligible costs incurred during this period may be funded from the grant. No work plan should exceed 36 months.

**Grantee:** an applicant that has a signed agreement for grant funding with the State.

**Greenhouse Gases:** include, but are not limited to, carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, perfluorocarbons, and sulfur hexafluoride.

**Healthy Community:** *See Appendix O for a detailed description*

**Implementation of a General Plan:** an action, procedure, program, or technique that carries out general plan policy and relies primarily upon regulations, such as specific plans, the zoning ordinance, subdivision ordinances, and public project consistency requirements. Each general plan policy must have at least one corresponding implementation measure. Examples of implementation measures: (1) the city shall use tax-increment financing to pay the costs of replacing old sidewalks in the redevelopment area. (2) The city shall adopt a specific plan for the industrial park. (3) Areas designated by the land use element for agriculture shall be placed in the agricultural zone.

**Indirect/Overhead Costs:** expenses of doing business that are of a general nature and are incurred to benefit two or more functions within an organization. These costs are not usually identified specifically with a grant, grant agreement, plan or activity, but are necessary for the general operation of the organization. Examples of indirect costs include salaries and benefits of employees not directly assigned to the work program; functions such as personnel, business services, information technology, and salaries of supervisors and managers; and overhead such as rent, utilities, supplies, etc. Indirect costs cannot be included in the Initial Budget Proposal and will not be funded.

**Infrastructure:** may include but is not limited to: transportation modes including walking and biking; housing supply or affordability; energy generation or transmission; water supply or conveyance; water treatment; trees or other vegetation; parks, open space and other public spaces; solid waste systems; liquid waste systems; or communications systems such as broadband access.

**Joint Proposal:** an application submitted by one lead eligible applicant with one or more eligible entities, or co-applicants). A single budget and work proposal must be submitted by the lead applicant. Budget and work proposal must describe the funds that will be distributed to lead and co-applicants and identify general activities for which they are used.

**Natural Resources:** the materials and functions that comprise the natural wealth of an area's ecosystems, including, but not limited to the plants, animals, minerals, air, water, and soil. Among these functions are watershed catchment, wildlife migration and habitation, forestry, grazing, and crop production. Of particular importance for complex, large scale natural resources functions are lands that flood, lands that are farmed, lands dedicated to open space, lands designated for mineral extraction, greenbelts, parks and trails, and lands valued for their aesthetics.

**Objective:** a high level focus or approach to achieve sustainable communities requirements and priorities. This allows flexibility for an entity to focus on issues that are important to its community and have the most beneficial results. For example, to address the requirement to conserve water, one entity may want to focus on reduction of commercial water usage because a larger percentage of its water is used by that sector. Another entity may want to focus on reduction of outdoor residential water usage because it would result in significant water savings.

**Partner(s):** public, private, or nongovernmental agencies, or other stakeholder, who, along with eligible applicants submitting a single-applicant or joint proposal for the Grant Program, are included or play a role in the proposed scope of work. It is not necessary for a partner to be included in the Initial Cost Estimate, unless part of a joint proposal. **Active partners** are those which are represented in a work program and budget, although possibly as part of a leveraged resource/match.

**Primary Objectives:** For the purposes of this application, application will select up to three of the Program Objectives as "Primary Objectives" for the proposed work and explain how these objectives will be met.

**Program Objectives:** This program is intended to fund proposals that reduce greenhouse gas emissions and achieve a variety of the objectives listed below:

- Improve air and water quality
- Promote public health
- Promote equity
- Increase housing affordability
- Promote infill and compact development
- Revitalize urban and community centers
- Protect natural resources and agricultural lands
- Reduce automobile usage and fuel consumption
- Improve infrastructure systems
- Promote water conservation
- Promote energy efficiency and conservation
- Strengthen the economy

**Proposition 84:** - See "Bond"

**Regional Greenprint Plan:** a plan that identifies strategically planned and managed networks of natural lands, working landscapes (such as farmland, rangeland and working forests), recreational and other open spaces that conserve ecosystem values and functions, provide associated benefits to human populations and is integrated into community and regional growth strategies.

**Regional Plan:** either of the following: 1) A long-range transportation plan developed pursuant to Section 134(g) of Title 23 of the United States Code and any applicable state requirements, OR 2) A regional blueprint plan, which is a regional plan that implements statutory requirements intended to foster comprehensive planning as defined in Section 65041.1 of, Chapter 2.5 (commencing with Section 65080) of Division 1 of title 7 of, and Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.

**Revitalize Urban Areas and Community Centers:** for the purpose of this grant program, the rejuvenation and promotion of reinvestment in a district of a city, county or community, usually typified by a concentration of uses including residential, retail and commercial buildings, and public spaces.

**Specific Plan:** a tool for local government implementation of all or part of an area covered by a general plan. A specific plan can combine policy statements with development regulations. It is often used to address the development requirements for projects such as urban infill developments or a planned communities. Its emphasis is on standards and development criteria for projects within the area of the specific plan. A specific plan may be adopted either by resolution or by ordinance. Specific plans must be consistent with all facets of the General Plan (§65450, et seq.).

**State:** the Strategic Growth Council or its representative.

**State Planning Priorities:** Per Government Code §65041.1: The state planning priorities, which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities, shall be as follows: (a) To promote infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserving cultural and historic resources. (b) To protect environmental and agricultural resources by protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the state as deserving special protection. (c) To encourage efficient development patterns by ensuring that any infrastructure associated with development, other than infill development, supports new development that does all of the following:

1. Uses land efficiently.
2. Is built adjacent to existing developed areas to the extent consistent with the priorities specified pursuant to subdivision (b).
3. Is located in an area appropriately planned for growth.
4. Is served by adequate transportation and other essential utilities and services.
5. Minimizes ongoing costs to taxpayers.

**Sub-recipient:** Also, a **Co-Applicant.** an entity that will participate in the proposed work program submitted by the applicant. Sub-recipients must be included in the work plan and budget form. The lead applicant submits invoices on behalf of the sub-recipient. The State pays the lead applicant, who then pays the sub-recipient.

## APPENDIX C – APPLICATION CHECKLIST

The online application tool will require uploading certain attachments in the PDF format. (Contact the State at [SGCSustainablecommunities@conservation.ca.gov](mailto:SGCSustainablecommunities@conservation.ca.gov), or phone (916) 322-3439, if you are unable to save files in the PDF format.) Do not submit additional materials that have not been specifically requested. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

The online application tool will request all of the following information, either as attached (uploaded) PDF files, or as text entered into the online questionnaire.

- 1. **Completed Application Form** (Online FAAST application, described in Appendix D.)
- 2. **Proposal Summary Statement** (Upload PDF described in Section VIII.)
- 3. **Proposal Description** (Entered into Online FAAST application)
- 4. **Supporting Documentation**
  - a. **Budget** (Template at [http://sgc.ca.gov/planning\\_application\\_forms.html](http://sgc.ca.gov/planning_application_forms.html))
  - b. **Work Plan** (Template at [http://sgc.ca.gov/planning\\_application\\_forms.html](http://sgc.ca.gov/planning_application_forms.html))
  - c. **Letter of Support from Regional /Local Governments**  
(Indicating consistency and readiness to implement - See page 3, Threshold Requirement #3)
  - d. **Indicators** (Template at [http://sgc.ca.gov/planning\\_application\\_forms.html](http://sgc.ca.gov/planning_application_forms.html))
- 5. **Signed Resolution from Governing Body** (Required Language in Appendix I)
- 6. **Environmental Justice Set-Aside Documentation**, if applicable

## APPENDIX D – ONLINE APPLICATION TOOL – FFAST

Proposals for Round 3 will be submitted through the online Financial Assistance Application Submittal Tool (FFAST), which is managed by the State Water Resources Control Board. This submittal process takes advantage of an interagency collaborative effort, improves transparency, and significantly reduces costs associated with staff time as well as the amount of printing and paper consumed in the application and review processes.

The FFAST User manual is available online. To view the FFAST User Manual, go to <https://faast.waterboards.ca.gov/> and click on the “User Manual” link located on the left hand side of the page within the gray colored column. The user manual contains detailed information on how to create a user account, login to the system, navigate through FFAST and submit your application/survey. When you select a topic in the table of contents, it will jump to the corresponding section of the user manual.

### Computer system requirements necessary to use FFAST:

- FFAST is best viewed on Internet Explorer Version 6.0 or above
- Computer screens should have a resolution of at least 1024 x 760.
- If you have pop-up blocking software installed, disable it while you are using FFAST.
- Attaching electronic files to your application can be done with a dial-up connection, but may be very slow. You can email your attachments to [FFAST\\_ADMIN@waterboards.ca.gov](mailto:FFAST_ADMIN@waterboards.ca.gov) and FFAST staff will upload them to your application for you.

### Create an Account:

- [https://faast.waterboards.ca.gov/User\\_Registration/SignUpOrgSearch.aspx](https://faast.waterboards.ca.gov/User_Registration/SignUpOrgSearch.aspx)
- Search for your organization
- Create your organization profile – if the organization isn’t already listed
- Create your user profile
- Log In

### Completing a proposal:

- Log in to your account
- Click on the Applicant Menu: Start a New Application/Survey:Start a New Application/Survey
- Complete the disclosure section
- Move on to the Active RFPs/Surveys Menu and choose the Sustainable Communities Planning Grants and Incentives Program
- Remember the system times out after ninety (90) minutes. It is recommended that you save your work every hour.

If you have questions or for further assistance, please call State Water Board Staff at: 1-866-434-1083 Monday thru Friday 8:00AM - 5:00PM, or email [FFAST\\_ADMIN@waterboards.ca.gov](mailto:FFAST_ADMIN@waterboards.ca.gov).



<b>MEETINGS, WORKSHOPS</b> Such as but not limited to: rent, rentals, supplies (show how arrived at amount)						
	<b>Totals</b>				<b>0</b>	
<b>OTHER</b> Such as but not limited to: software (show how arrived at amount)						
	<b>Totals</b>				<b>0</b>	
<b>TRAVEL</b> Mileage is calculated at .565/mile						
	<b>Totals</b>				<b>0</b>	
	<b>Totals</b>				<b>0</b>	<b>0</b>

\*\*Additional budget detail may be required upon award of funding

## APPENDIX F - WORK PLAN

### STRATEGIC GROWTH COUNCIL/Department of Conservation- Sustainable Communities Planning Grant Award

Grantee: \_\_\_\_\_ Grant Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_ Department/Office: \_\_\_\_\_

Project Title: \_\_\_\_\_

High Level Activities/Milestones (with Deliverables and Indicators)	Responsible Parties	Timetable in months (Start year: 2012)
<b>TASK 1.</b> Sub-Task A Sub-Task B Sub-Task C Sub-Task D		
<b>TASK 2.</b> Sub-Task A Sub-Task B Sub-Task C Sub-Task D		

## APPENDIX G - INDICATORS AND MEASURING PROGRESS

Successful grant proposals must include meaningful indicators that track progress toward outcomes identified as the proposal's Primary Objectives.

Effective indicators will: 1) link to the long-range outcomes; 2) show change related to actions from the proposed work during the grant term; and 3) signal difficulties and possible alternative approaches.

Proposed indicators should clearly correspond with Primary Objectives and be accessible and understandable to the public.

Proposed indicators should include:

- 1) Brief description of the indicator
- 2) Proposed data source including date of compilation and geographic level of data (i.e. project, city, region, state)
- 3) Baseline indicator measured
- 4) Expected outcome or change from the baseline
- 5) Milestones to be achieved during the term of the grant (short-term) and beyond the grant term (long-term)
- 6) Other information regarding the data can be provided, including assumptions, data limitations, and methods of tracking progress.

\*A sample template is provided as a reference, however, modifications to this template may be made to adapt to your specific needs.

### SELECTING INDICATORS AND TRACKING PROGRESS

SGC understands that quantifying change for planning work can be difficult. However, the Council believes tracking indicators of progress will help applicants develop a meaningful course of action to reach their desired goals.

The Indicator Worksheet on the following page is intended to assist applicants in selecting the most effective indicators to achieve their goals during the grant period and beyond. It provides a framework to guide decision-making on what indicators are most useful.

### GUIDANCE

On the following pages is a SGC-compiled sample list of indicators for applicants to use as a reference. Some other resources are included below:

- ◆ California Geoportal: <http://portal.gis.ca.gov/geoportal/>
- ◆ SANDAG's report on Statewide Performance Monitoring Indicators for Transportation: [http://sgc.ca.gov/meetings/20130916/Agenda Item 4 SANDAG Indicators Final Report.pdf](http://sgc.ca.gov/meetings/20130916/Agenda%20Item%204%20SANDAG%20Indicators%20Final%20Report.pdf)
- ◆ California's Water Sustainability Decision-Support Tool and Sustainability Indicators Catalog: <http://indicators.ucdavis.edu>
- ◆ California Department of Public Health's Healthy Data and Indicators: <http://www.cdph.ca.gov/programs/Pages/HealthyCommunityIndicators.aspx>.

COMPONENTS OF MEASURING PERFORMANCE	
<b>MILESTONE</b>	A defined measure which describes an interim phase or part of a project
<b>OUTCOME</b>	The final product or end result that reflects change over time resulting in a desired future condition. Outcomes generally begin with a verb like increase, decrease, expand, or improve. They are specific and measurable.
<b>INDICATOR</b>	Quantified information that measures changes over time. Its function is to simplify, quantify, and communicate.
<b>PRIMARY OBJECTIVE</b>	See Glossary ( <i>Appendix B</i> ).
<b>BASELINE DATA</b>	A quantitative measurement of existing circumstances used as a basis for periodic comparison with indicators. It is the initial information collected prior to receipt of services or commencement of activities.
<b>DATA SOURCE</b>	The title, provider, purpose, collection methods and repository location of data sets used to establish baselines, milestones, indicators or outcomes.

INDICATOR	SCALE	SCOPE OF DATA	LINKS TO THE SOURCES	AIR AND WATER QUALITY	PUBLIC HEALTH	PROMOTE EQUITY	INCREASE HOUSING AFFORDABILITY	PROMOTE INFILL / COMPACT DEVELOPMENT	REVITALIZE URBAN AND COMMUNITY CENTERS	PROTECT NATURAL RESOURCES/ AGRICULTURAL LANDS	REDUCE AUTOMOBILE USAGE / FUEL CONSUMPTION	IMPROVE INFRASTRUCTURE SYSTEMS	PROMOTE WATER CONSERVATION	PROMOTE ENERGY EFFICIENCY / CONSERVATION	STRENGTHEN THE ECONOMY
Air Quality Attainment, days exceeding national average	Site, County, Air Basin, 8-hr Ozone Planning Area	1963-2012	<a href="http://www.arb.ca.gov/adam/topfour/topfour1.php">http://www.arb.ca.gov/adam/topfour/topfour1.php</a>	X											
Air Quality Statistics	County, Region	1973-2012	<a href="http://www.arb.ca.gov/adam/index.html">http://www.arb.ca.gov/adam/index.html</a>	X											
Criteria and Toxic Emissions	District, State		<a href="http://www.arb.ca.gov/ei/areasrc/index01.htm">http://www.arb.ca.gov/ei/areasrc/index01.htm</a>	X											
Emissions from Mobile Sources	Source Category, State	Current	<a href="http://www.arb.ca.gov/msei/msei.htm">http://www.arb.ca.gov/msei/msei.htm</a>	X											
GHG Emissions	Various	Various	<a href="http://www.coolcalifornia.org/article/climate-calculators">http://www.coolcalifornia.org/article/climate-calculators</a>	X											
GHG Emissions by Sector	State	2000-2011	<a href="http://www.arb.ca.gov/cc/inventory/doc/doc_index.php">http://www.arb.ca.gov/cc/inventory/doc/doc_index.php</a>	X											
Adults with active asthma in the past 12 months, by race/Ethnicity	Region	2007	<a href="http://www.chcf.org/~media/MEDIA%20LIBRARY%20FILES/PDF/C/PDF%20ChronicConditionsCHIS2007.pdf">http://www.chcf.org/~media/MEDIA%20LIBRARY%20FILES/PDF/C/PDF%20ChronicConditionsCHIS2007.pdf</a>		X										
Annual Number of Walk Trips per Capita	Various	2001, 2009, 2011	Regional travel surveys, National Household Travel Survey (2001, 2009), California Travel Survey (2011)		X										
Diabetes and obesity	County	2007	<a href="http://healthpolicy.ucla.edu/programs/chronic-disease/Pages/overview.aspx">http://healthpolicy.ucla.edu/programs/chronic-disease/Pages/overview.aspx</a>		X										
Diabetes Rates for Adults and Children	County	Biennial	<a href="http://ask.chis.ucla.edu/main/default.asp">http://ask.chis.ucla.edu/main/default.asp</a>		X										
Emergency Department Visit Rates for Asthma	County	2005 - 2011	<a href="http://www.oshpd.ca.gov/HID/Product/s/EmerDeptData/index.html">http://www.oshpd.ca.gov/HID/Product/s/EmerDeptData/index.html</a>		X										
Healthy Food Outlets using Retail Food Index	Census Tract	2011	<a href="http://www.cnnngis.org/viewer.aspx">http://www.cnnngis.org/viewer.aspx</a>		X										

INDICATOR	SCALE	SCOPE OF DATA	LINKS TO THE SOURCES	AIR AND WATER QUALITY	PUBLIC HEALTH	PROMOTE EQUITY	INCREASE HOUSING AFFORDABILITY	PROMOTE INFILL / COMPACT DEVELOPMENT	REVITALIZE URBAN AND COMMUNITY CENTERS	PROTECT NATURAL RESOURCES/ AGRICULTURAL LANDS	REDUCE AUTOMOBILE USAGE / FUEL CONSUMPTION	IMPROVE INFRASTRUCTURE SYSTEMS	PROMOTE WATER CONSERVATION	PROMOTE ENERGY EFFICIENCY / CONSERVATION	STRENGTHEN THE ECONOMY
Obesity Rates for Children and Adolescents	County	Biennial	<a href="http://ask.chis.ucla.edu/main/default.asp">http://ask.chis.ucla.edu/main/default.asp</a>	X	X										
Percent of population ever diagnosed, percent change, pollution-related hospital events/ Pollution-Related Hospital Events - California	Patient Zip Code	2005-2007	<a href="http://www.rand.org/content/dam/rand/pubs/technical_reports/2010/RAND_TR777.pdf">http://www.rand.org/content/dam/rand/pubs/technical_reports/2010/RAND_TR777.pdf</a>	X	X										
Percentage of Children Walking/ Biking to School	Region	2001, 2009, 2011	Regional travel surveys, National Household Travel Survey (2001, 2009), California Travel Survey (2011)	X	X										
Perception of Neighborhood Safety	County	Biennial	<a href="http://ask.chis.ucla.edu/main/default.asp">http://ask.chis.ucla.edu/main/default.asp</a>	X	X										
Population, percent change	State, County, City	2012-2013	<a href="http://www.dof.ca.gov/research/demo/graphic/reports/estimates/e-1/">http://www.dof.ca.gov/research/demo/graphic/reports/estimates/e-1/</a>			X									
Poverty Rate	County	Census Data/2010	<a href="http://thedataweb.rm.census.gov/TheDataWeb_HotReport2/EPA2/EPA_OverView_Page2.htm?STATE=6&amp;COUNTY=274">http://thedataweb.rm.census.gov/TheDataWeb_HotReport2/EPA2/EPA_OverView_Page2.htm?STATE=6&amp;COUNTY=274</a>			X									
Poverty, percent, rate of growth, percent in poverty	County	2007-2011	<a href="http://factfinder2.census.gov/faces/tableservices/sf/pages/productview.xhtml?src=bkmk">http://factfinder2.census.gov/faces/tableservices/sf/pages/productview.xhtml?src=bkmk</a>			X									
Renter/Owner, percent of income spent on housing, over 30%	Region, County, City, Zip Code	last update 2010	<a href="http://htaindex.cnt.org/map/">http://htaindex.cnt.org/map/</a>			X	X								
Share of income held by top 5% of households	County	Census data/2010	<a href="http://thedataweb.rm.census.gov/TheDataWeb_HotReport2/EPA2/EPA_OverView_Page2.htm?STATE=6&amp;COUNTY=274">http://thedataweb.rm.census.gov/TheDataWeb_HotReport2/EPA2/EPA_OverView_Page2.htm?STATE=6&amp;COUNTY=274</a>			X									

INDICATOR	SCALE	SCOPE OF DATA	LINKS TO THE SOURCES	AIR AND WATER QUALITY	PUBLIC HEALTH	PROMOTE EQUITY	INCREASE HOUSING AFFORDABILITY	PROMOTE INFILL / COMPACT DEVELOPMENT	REVITALIZE URBAN AND COMMUNITY CENTERS	PROTECT NATURAL RESOURCES/ AGRICULTURAL LANDS	REDUCE AUTOMOBILE USAGE/ FUEL CONSUMPTION	IMPROVE INFRASTRUCTURE SYSTEMS	PROMOTE WATER CONSERVATION	PROMOTE ENERGY EFFICIENCY / CONSERVATION	STRENGTHEN THE ECONOMY
Development Near Transit/ Change in Non-Residential Development Near Transit/ In Sq. Ft.	Silicon Valley	2000- 2012	<a href="http://www.jointventure.org/images/stories/pdf/index2013.pdf">http://www.jointventure.org/images/stories/pdf/index2013.pdf</a>					X				X			
Residential density –Units per acre, new construction	Silicon Valley	1998- 2012	<a href="http://www.jointventure.org/images/stories/pdf/index2013.pdf">http://www.jointventure.org/images/stories/pdf/index2013.pdf</a>					X							
Travel Time to Jobs	County	census data, 2010	<a href="http://thedataweb.rm.census.gov/TheDataWeb_HotReport2/EPAZ/EPA_Overview_Page2.html?STATE=6&amp;COUNTY=274">http://thedataweb.rm.census.gov/TheDataWeb_HotReport2/EPAZ/EPA_Overview_Page2.html?STATE=6&amp;COUNTY=274</a>					X							
Open Access/Parks Acreage	State	13-Mar	<a href="http://www.calands.org/data/statistics">http://www.calands.org/data/statistics</a>						X						
Amount of acreage converted	County	2006-8	<a href="http://www.conservation.ca.gov/dlrp/fmmp/pubs/2006-2008/Documents/FCR_0608_final.pdf">http://www.conservation.ca.gov/dlrp/fmmp/pubs/2006-2008/Documents/FCR_0608_final.pdf</a>							X					
Change in Agri. Land	County	up to 2008	<a href="http://www.cacleanenergyfuture.org/installed-capacity.html">http://www.cacleanenergyfuture.org/installed-capacity.html</a>							X					
Installed Capacity (MW) by Technology	State	2001- 2010,	<a href="http://www.cacleanenergyfuture.org/installed-capacity.html">http://www.cacleanenergyfuture.org/installed-capacity.html</a>							X					
Patents by Green Technology	State	1990- 2006	<a href="http://www.nextten.org/pdf/GII/Next10_FullFindings_EN.pdf">http://www.nextten.org/pdf/GII/Next10_FullFindings_EN.pdf</a>							X					
Percent of acreage converted	County	2006-8	<a href="http://www.conservation.ca.gov/dlrp/fmmp/pubs/2006-2008/Documents/FCR_0608_final.pdf">http://www.conservation.ca.gov/dlrp/fmmp/pubs/2006-2008/Documents/FCR_0608_final.pdf</a>							X					
Renewable Distributed Generation	1983-2020	1983- 2010 (projected to 2020)	<a href="http://www.cacleanenergyfuture.org/renewable-energy.html">http://www.cacleanenergyfuture.org/renewable-energy.html</a>							X					

INDICATOR	SCALE	SCOPE OF DATA	LINKS TO THE SOURCES	AIR AND WATER QUALITY	PUBLIC HEALTH	PROMOTE EQUITY	INCREASE HOUSING AFFORDABILITY	PROMOTE INFILL / COMPACT DEVELOPMENT	REVITALIZE URBAN AND COMMUNITY CENTERS	PROTECT NATURAL RESOURCES / AGRICULTURAL LANDS	REDUCE AUTOMOBILE USAGE / FUEL CONSUMPTION	IMPROVE INFRASTRUCTURE SYSTEMS	PROMOTE WATER CONSERVATION	PROMOTE ENERGY EFFICIENCY / CONSERVATION	STRENGTHEN THE ECONOMY
<a href="#">Mode Share</a>	County	census info/2010	<a href="http://thedataweb.rm.census.gov/TheDataWeb_HotReport2/EPA2/EPA_Overview_Page2.html?STATE=6&amp;COUNTY=274">http://thedataweb.rm.census.gov/TheDataWeb_HotReport2/EPA2/EPA_Overview_Page2.html?STATE=6&amp;COUNTY=274</a>								X				
Particulate matter 2.5, days exceeding national average	Site, County, Air Basin, 8-hr Ozone Planning Area	1963-2012	<a href="http://www.arb.ca.gov/adam/topfour/topfour1.php">http://www.arb.ca.gov/adam/topfour/topfour1.php</a>								X				
PEV sales CARB clean vehicle rebates	Category, County, Air District	2010-2013 by month	<a href="http://energycenter.org/programs/clean-vehicle-rebate-project/cvrp-project-statistics">http://energycenter.org/programs/clean-vehicle-rebate-project/cvrp-project-statistics</a>								X				
Total registered cars by type/ driver license registration			<a href="http://dmv.ca.gov/about/profile/official.pdf">http://dmv.ca.gov/about/profile/official.pdf</a>								X				
Vehicle Miles Traveled (VMT) and Vehicle Fuel Consumption	Source Category, State	Current	<a href="http://www.arb.ca.gov/msei/msei.htm">http://www.arb.ca.gov/msei/msei.htm</a>								X				
<b>Pavement condition</b>	Caltrans regions	up to 2012	<a href="http://www.dot.ca.gov/hq/maint/Pavement/Pavement_Program/PDF/2011_SOP.pdf">http://www.dot.ca.gov/hq/maint/Pavement/Pavement_Program/PDF/2011_SOP.pdf</a>									X			
<b>Transit assets</b>	Major-city info	2010	<a href="http://www.ntdprogram.gov/ntdprogram/pubs/NTST/2010%20National%20Trend%20Summaries%20and%20Trends-Complete.pdf">http://www.ntdprogram.gov/ntdprogram/pubs/NTST/2010%20National%20Trend%20Summaries%20and%20Trends-Complete.pdf</a>									X			
Urban Water Use- gallons per person per day	Hydrologic Region	1960-2005	<a href="http://www.ppic.org/content/pubs/report/R_1209EHR.pdf">http://www.ppic.org/content/pubs/report/R_1209EHR.pdf</a>										X		
Aggregated Demand Response / Total Energy Consumption Relative to 1970 California and US	State	1970-present	<a href="http://www.cadcleanenergyfuture.org/demand-response.html">http://www.cadcleanenergyfuture.org/demand-response.html</a>											X	

INDICATOR	SCALE	SCOPE OF DATA	LINKS TO THE SOURCES	AIR AND WATER QUALITY	PUBLIC HEALTH	PROMOTE EQUITY	INCREASE HOUSING AFFORDABILITY	PROMOTE INRIL / COMPACT DEVELOPMENT	REVITALIZE URBAN AND COMMUNITY CENTERS	PROTECT NATURAL RESOURCES / AGRICULTURAL LANDS	REDUCE AUTOMOBILE USAGE / FUEL CONSUMPTION	IMPROVE INFRASTRUCTURE SYSTEMS	PROMOTE WATER CONSERVATION	PROMOTE ENERGY EFFICIENCY / CONSERVATION	STRENGTHEN THE ECONOMY
Natural gas, Electricity	Planning area, Entity, County	up to 2011	<a href="http://www.ecdms.energy.ca.gov/elegbycounty.aspx">http://www.ecdms.energy.ca.gov/elegbycounty.aspx</a>											X	
Non-residential and residential electricity consumption	County, entity, planning area	C(2006-2011)/e., p. a. (1990-2011)	<a href="http://www.ppic.org/content/pubs/report/R_1209EHR.pdf">http://www.ppic.org/content/pubs/report/R_1209EHR.pdf</a>											X	
Non-residential and residential natural gas consumption	County, entity, planning area	C(2006-2011)/e., p. a. (1990-2011)	<a href="http://www.ppic.org/content/pubs/report/R_1209EHR.pdf">http://www.ppic.org/content/pubs/report/R_1209EHR.pdf</a>											X	
Job Growth & Wages	By county	Up to 2012	<a href="http://data.bls.gov/cgi-bin/surveymost">http://data.bls.gov/cgi-bin/surveymost</a>												X
Jobs and establishments, by segment (Green Employment & Establishments)	Region	1995-2010	<a href="http://nextten.org/next10/publications/pdf/MSOG_2012_M2.pdf">http://nextten.org/next10/publications/pdf/MSOG_2012_M2.pdf</a>												X
Patents by Green Technology	California share of U.S. green technology patents	1990-2006	<a href="http://www.nextten.org/pdf/GII/Next10_FullFindings_EN.pdf">http://www.nextten.org/pdf/GII/Next10_FullFindings_EN.pdf</a>												X
Percent change in total jobs	County	2011-2012	<a href="http://www.bls.gov/ro9/qcewca.htm">http://www.bls.gov/ro9/qcewca.htm</a>												X
Weekly wages/% change	County	2011-2012	<a href="http://www.bls.gov/ro9/qcewca.htm">http://www.bls.gov/ro9/qcewca.htm</a>												X

## SAMPLE INDICATOR WORKSHEET

**EXAMPLE**  
**Primary Objective: Public Health**

INDICATOR MEASURED	DATA SOURCE <i>(include date compiled)</i>	INDICATOR BASELINE	GRANT-TERM MILESTONES (1-3 YEARS)	IMPLEMENTATION MILESTONES (3+ years)	EXPECTED OUTCOME AND/OR CHANGE FROM THE BASELINE
<b>EXAMPLE:</b> Percentage of Children Walking/Biking to School	<ul style="list-style-type: none"> <li>- California Household Travel Survey</li> <li>- Regional/MPO Travel Survey</li> <li>- Site-specific surveys conducted by City</li> <li>- Survey of bike lane miles within an area</li> </ul> Compiled bi-annually, most recent: 2012	1% currently walk/bike in the proposed project area	Plan reflecting intent to increase bicycle lane miles.	Actual construction of bicycle lanes reflecting increase  Increased percentage of children walking/biking to local school site.	Increased percentage of children walking/biking to school to 5%  Increased bicycle lane miles by 50%
<b>Notes:</b> This section should include limitations of data, assumptions, uncertainties, time lags in collection, method for tracking progress, and other necessary information about this indicator.					

## SAMPLE INDICATOR WORKSHEET

**Primary Objective #1:** \_\_\_\_\_

INDICATOR MEASURED	DATA SOURCE <i>(Include date compiled)</i>	INDICATOR BASELINE	GRANT-TERM MILESTONES <i>(1-3 YEARS)</i>	IMPLEMENTATION MILESTONES <i>(3+ YEARS)</i>	EXPECTED OUTCOME AND/OR CHANGE FROM THE BASELINE
<p><b>Notes:</b></p> <p>This section should include limitations of data, assumptions, uncertainties, time lags in collection, method for tracking progress, and other necessary information about this indicator.</p>					

## SAMPLE INDICATOR WORKSHEET

**Primary Objective #2:** \_\_\_\_\_

INDICATOR MEASURED	DATA SOURCE <i>(Include date compiled)</i>	INDICATOR BASELINE	GRANT-TERM MILESTONES <i>(1-3 YEARS)</i>	IMPLEMENTATION MILESTONES <i>(3+ YEARS)</i>	EXPECTED OUTCOME AND/OR CHANGE FROM THE BASELINE

**Notes:**

This section should include limitations of data, assumptions, uncertainties, time lags in collection, method for tracking progress, and other necessary information about this indicator.

## SAMPLE INDICATOR WORKSHEET

**Primary Objective #3:** \_\_\_\_\_

INDICATOR MEASURED	DATA SOURCE <i>(Include date compiled)</i>	INDICATOR BASELINE	GRANT-TERM MILESTONES (1-3 YEARS)	IMPLEMENTATION MILESTONES (3+ YEARS)	EXPECTED OUTCOME AND/OR CHANGE FROM THE BASELINE
<p><b>Notes:</b></p> <p>This section should include limitations of data, assumptions, uncertainties, time lags in collection, method for tracking progress, and other necessary information about this indicator.</p>					

## APPENDIX H – RESOURCES FOR EFFECTIVE PUBLIC ENGAGEMENT

### BERC:

#### **BERC INNOVATIVE SOLUTIONS: CLIENT BASED PROJECTS**

[http://ces4health.info/uploads/From Snapshot to Civic Action~A Photovoice Facilitator%E2%80%99s Manual.pdf](http://ces4health.info/uploads/From_Snapshot_to_Civic_Action~A_Photovoice_Facilitator%E2%80%99s_Manual.pdf)

Case study of how Alaska involved its widely distributed and loosely connected population in evaluating public engagement processes, as well as identifying and addressing transportation related issues. Lists key lessons learned from establishing and sustaining public involvement in planning processes.

### CAL EPA:

#### **INVENTORY OF PUBLIC PARTICIPATION WITH CAL/EPA**

[http://www.calepa.ca.gov/envjustice/ActionPlan/Phase1/February2005/PP\\_Inventory.pdf](http://www.calepa.ca.gov/envjustice/ActionPlan/Phase1/February2005/PP_Inventory.pdf)

Developed in 2005 to help the agency and its boards, departments and offices implement its Environmental Justice Action Plan, this document focuses on several public participation elements within CalEPA that take steps to make decision-making processes more available and responsive to all Californians,

California State Association of Counties; California League of Cities:

#### **RESOURCES AND CASE STORIES FOR EFFECTIVELY ENGAGING THE PUBLIC**

<http://www.ca-ilq.org/public-engagement>

Provide[s] information and resources to help local officials and their communities make good decisions about the design, delivery and assessment of their public engagement processes. Content includes links to publications, tip sheets on multiple public engagement strategies, and stories of local government efforts to involve residents on a variety of topics

### EPA (Federal):

#### **PUBLIC INVOLVEMENT**

<http://www.epa.gov/publicinvolvement/>

EPA developed a full range of activities that uses to engage the American people in the Agency's decision-making process. This site will help users understand how different types of public involvement relate to EPA programs; how public input can be used in EPA decision-making; and, how to use tools to support effective public involvement

### FHWA:

#### **ALASKA: EVALUATION THROUGH PUBLIC ENGAGEMENT**

[http://www.fhwa.dot.gov/planning/public\\_involvement/archive/case\\_studies/alaska/index.cfm](http://www.fhwa.dot.gov/planning/public_involvement/archive/case_studies/alaska/index.cfm)

Lists methods that HUD has implemented to facilitate public contribution of ideas and feedback, along with incentive structures to encourage participation. Transforming online communication links between the public and federal government to be easier to find and navigate has increased the amount of feedback received from the public and streamlined the process for responding to comments.

### FHWA:

#### **TRANSPORTATION PLANNING CAPACITY BUILDING**

[http://planning.dot.gov/focus\\_publicEngage.asp](http://planning.dot.gov/focus_publicEngage.asp)

Describes public involvement in the context of EPA programs, and what tools EPA has used to successfully support the flow of public comments to the agency. Tools and case studies for understanding EPA's engagement strategies are included.

### HUD (Federal):

#### **ENGAGEMENT INITIATIVES**

<http://portal.hud.gov/hudportal/HUD?src=/open/plan/engagement-initiatives>

Documents a variety of tools to be updated to better encourage public participation and input in CAL EPA programs. Many are mandated processes that require input from parties that would be affected by said EPA programs; tools for successfully reaching out to members of the public are listed periodically throughout the document.

### National League of Cities:

#### **BRIGHT SPOTS IN COMMUNITY ENGAGEMENT: CASE STUDIES OF U.S. COMMUNITIES CREATING GREATER CIVIC PARTICIPATION FROM THE BOTTOM UP**

<http://www.knightfoundation.org/media/uploads/publication/pdfs/BrightSpots-final.pdf>

Presents a series of case studies in which the Knight Foundation, in conjunction with the National League of Cities, have in the past engaged members of large and small communities to improve neighborhoods and increase community organizational capacity. Community challenges, as well as tools and strategies developed to engage citizens are surveyed and analyzed for their applicability to other communities.

## APPENDIX H – RESOURCES FOR EFFECTIVE PUBLIC ENGAGEMENT

### *Photovoice Project:*

#### **PHOTOVOICE**

[http://ces4health.info/uploads/From Snapshot to Civic Action~  
A Photovoice Facilitator%E2%80%99s Manual.pdf](http://ces4health.info/uploads/From_Snapshot_to_Civic_Action~A_Photovoice_Facilitator%E2%80%99s_Manual.pdf)

Outlines the Photovoice program, a community empowerment project that encourages citizens to feel a sense of ownership of their community. Members of the community are given cameras to capture images of their neighborhood, and express in an attaching statement their hopes for change in the neighborhood, and what they desire the future will look like.

### *Prevention Institute:*

#### **BUILDING HEALTHY PLACES WITH PEOPLE AND FOR PEOPLE (BOOK: CHAPTER 19; ONLINE)**

[http://www.ersoylu.com/wp-  
content/uploads/2013/02/Community-Engagement-in-Design-  
and-Planning-Making-Healthy-Places.pdf](http://www.ersoylu.com/wp-content/uploads/2013/02/Community-Engagement-in-Design-and-Planning-Making-Healthy-Places.pdf)

Describes methods of engaging communities (especially disenfranchised communities) in planning processes for improving the built environment to facilitate social connections and communal investment into the neighborhood. Provides examples of, and strategies for ensuring that techniques to engage disenfranchised areas are appropriate for desired goals.

### *Sonoma County:*

#### **BEST PRACTICES IN ACTION: STRATEGIES FOR ENGAGING LATINOS, SENIORS, AND LOW-INCOME RESIDENTS OF SONOMA COUNTY**

[http://www.sonoma-  
county.org/health/community/pdf/report.pdf](http://www.sonoma-county.org/health/community/pdf/report.pdf)

Assesses successful methods and implementation of community engagement in communities across the state. Establishes best practices for reaching out to community members for input, and enhancement of government operations. Findings presented in a way that local government (especially counties) can implement best practices.

### *The California Endowment:*

#### **PARTICIPATION TOOLS FOR BETTER COMMUNITY PLANNING**

[http://www.lqc.org/wordpress/docs/freepub/community design/guides/Participation Tools for Better Community Planning.pdf](http://www.lqc.org/wordpress/docs/freepub/community_design/guides/Participation_Tools_for_Better_Community_Planning.pdf)

Guidebook providing descriptions of methods and tools for communities (especially low income and/or ethnically diverse communities) to engage citizens in planning for health-promoting land use and transportation. Provides strategies for collecting information about local values, wants, and needs for incorporation into a community plan.

### *The Empowerment Institute:*

#### **LIVABLE NEIGHBORHOOD PROGRAM (BOOK)**

[http://www.empowermentinstitute.net/index.php/community/  
ivable-neighborhood](http://www.empowermentinstitute.net/index.php/community/livable-neighborhood)

Presents strategies and case studies relating to the use of block-level initiatives to make communities "safer, healthier, quieter, friendlier, and more." The LNP provides empowerment strategies for increasing and sustaining community involvement, with the objective of improving overall neighborhood quality of life.

**APPENDIX I – REQUIRED RESOLUTION LANGUAGE**

Resolution No: \_\_\_\_\_

\_\_\_\_\_ (GOVERNING BODY OF GRANTEE)

**APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the development of the proposal.

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_ (Governing Body)

1. Approves the filing of an application for the \_\_\_\_\_ (name of the proposal) in order to become a sustainable community;
2. Certifies that applicant understands the assurances and certification in the application, and
3. Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so, and
4. Certifies that the Proposal will comply with any applicable laws and regulations.
5. Appoints the \_\_\_\_\_ (designate position, not person occupying position), or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. I, the undersigned, hereby certify that the foregoing Resolution Number \_\_\_\_\_ was duly adopted by the \_\_\_\_\_ (Governing Body).

**Following Roll Call Vote:**

Ayes: \_\_\_\_\_  
 Nos: \_\_\_\_\_  
 Absent: \_\_\_\_\_

\_\_\_\_\_  
Clerk/Secretary for the Governing Board

## APPENDIX J – PROPOSITION 84

### (Chapter 9, Sustainable Communities and Climate Change Reduction)

#### CALIFORNIA CODES, PUBLIC RESOURCES CODE, SECTION 75065-75066

##### 75065.

The sum of five hundred eighty million dollars (\$580,000,000) shall be available for improving the sustainability and livability of California's communities through investment in natural resources. The purposes of this chapter include reducing urban communities' contribution to global warming and increasing their adaptability to climate change while improving the quality of life in those communities. Funds shall be available in accordance with the following schedule:

(a) The sum of ninety million dollars (\$90,000,000) shall be available for urban greening projects that reduce energy consumption, conserve water, improve air and water quality, and provide other community benefits. Priority shall be given to projects that provide multiple benefits, use existing public lands, serve communities with the greatest need, and facilitate joint use of public resources and investments including schools. Implementing legislation shall provide for planning grants for urban greening programs. Not less than \$20,000,000 shall be available for urban forestry projects pursuant to the California Urban Forestry Act, Chapter 2 (commencing with Section 4799.06) of Part 2.5 of Division 1.

(b) The sum of four hundred million dollars (\$400,000,000) shall be available to the Department of Parks and Recreation for competitive grants for local and regional parks. Funds provided in this subdivision may be allocated to existing programs or pursuant to legislation enacted to implement this subdivision, subject to the following considerations:

- (1) Acquisition and development of new parks and expansion of overused parks that provide park and recreational access to underserved communities shall be given preference.
- (2) Creation of parks in neighborhoods where none currently exist shall be given preference.
- (3) Outreach and technical assistance shall be provided to underserved communities to encourage full participation in the program or programs.
- (4) Preference shall be given to applicants that actively involve community based groups in the selection and planning of projects.
- (5) Projects will be designed to provide efficient use of water and other natural resources.

(c) The sum of ninety million dollars (\$90,000,000) shall be available for planning grants and planning incentives, including revolving loan programs and other methods to encourage the development of regional and local land use plans that are designed to promote water conservation, reduce automobile use and fuel consumption, encourage greater infill and compact development, protect natural resources and agricultural lands, and revitalize urban and community centers.

##### 75066.

Appropriation of the funds provided in subdivisions (a) and (c) of Section 75065 may only be made upon enactment of legislation to implement that subdivision.

**APPENDIX K – STRATEGIC GROWTH COUNCIL & CLIMATE CHANGE REDUCTION**  
CALIFORNIA PUBLIC RESOURCES CODE, DIVISION 43, CHAPTER 13, SECTION 75120 - 75130

**75120.** For purposes of this chapter, the following definitions shall apply:

(a) “Council” means the Strategic Growth Council established pursuant to Section 75121.

(b) “Regional plan” means either of the following:

- (1) A long-range transportation plan developed pursuant to Section 134(g) of Title 23 of the United States Code and any applicable state requirements.
- (2) A regional blueprint plan, which is a regional plan that implements statutory requirements intended to foster comprehensive planning as defined in Section 65041.1 of, Chapter 2.5 (commencing with Section 65080) of Division 1 of Title 7 of, and Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of, the Government Code. A regional blueprint plan articulates regional consensus and performance outcomes on a more efficient land use pattern that supports improved mobility and reduces dependency on single-occupancy vehicle trips; accommodates an adequate supply of housing for all income levels; reduces impacts on valuable farmland, natural resources, and air quality, including the reduction of greenhouse gas emissions, increases water and energy conservation and efficiency; and promotes a prosperous economy and safe, healthy, sustainable, and vibrant neighborhoods.

*(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)*

**75121.**

(a) The Strategic Growth Council is hereby established in state government and it shall consist of the Director of State Planning and Research, the Secretary of the Resources Agency, the Secretary for Environmental Protection, the Secretary of Business, Transportation and Housing, the Secretary of California Health and Human Services, the Secretary of Business, Consumer Services, and Housing, and one member of the public to be appointed by the Governor. The public member shall have a background in land use planning, local government, resource protection and management, or community development or revitalization.

(b) Staff for the council shall be reflective of the council’s membership.

*(Amended by Stats. 2013, Ch. 28, Sec. 74. Effective June 27, 2013.)*

**75122.** The members of the council shall elect a chair of the council every two years.

*(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)*

**75123.**

(a) A meeting of the council, including a meeting related to the development of grant guidelines and policies and the approval of grants, shall be subject to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code), except that, for purposes of this section, “meeting” shall not include a meeting at which council members are meeting as members of the Governor’s cabinet.

(b) The council may sponsor conferences, symposia, and other public forums, to seek a broad range of public advice regarding local, regional, and natural resource planning, sustainable development, and strategies to reduce and mitigate climate change.

*(Amended by Stats. 2009, Ch. 354, Sec. 4. Effective January 1, 2010.)*

**75124.** Of the funds made available pursuant to subdivisions (a) and (c) of Section 75065, the sum of five hundred thousand dollars (\$500,000) is hereby appropriated to the Resources Agency to be used in support of the council and its activities in accordance with this chapter.

*(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)*

**75125.** The council shall do all of the following:

(a) Identify and review activities and funding programs of member state agencies that may be coordinated to improve air and water quality, improve natural resource protection, increase the availability of affordable housing, improve transportation, meet the goals of the California Global Warming Solutions Act of 2006 (Division 25.5 (commencing with Section 38500) of the Health and Safety Code), encourage sustainable land use planning, and revitalize urban and community centers in a sustainable manner. At a minimum, the council shall review and comment on the five-year infrastructure plan developed pursuant to Article 2 (commencing with Section 13100) of Chapter 2 of Part 3 of Division 3 of the Government Code and the State Environmental Goals and Policy Report developed pursuant to Section 65041 of the Government Code.

(b) Recommend policies and investment strategies and priorities to the Governor, the Legislature, and to appropriate state agencies to encourage the development of sustainable communities, such as those communities that promote equity, strengthen the economy, protect the environment, and promote public health and safety, consistent with subdivisions (a) and (c) of Section 75065.

(c) Provide, fund, and distribute data and information to local governments and regional agencies that will assist in developing and planning sustainable communities.

(d) Manage and award grants and loans to support the planning and development of sustainable communities, pursuant to Sections 75127, 75128, and 75129. To implement this subdivision, the council may do all of the following:

- (1) Develop guidelines for awarding financial assistance, including criteria for eligibility and additional consideration.
- (2) Develop criteria for determining the amount of financial assistance to be awarded. The council shall award a revolving loan to an applicant for a planning project, unless the council determines that the applicant lacks the fiscal capacity to carry out the project without a grant. The council may establish criteria that would allow the applicant to illustrate an ongoing commitment of financial resources to ensure the completion of the proposed plan or project.
- (3) Provide for payments of interest on loans made pursuant to this article. The rate of interest shall not exceed the rate earned by the Pooled Money Investment Board.
- (4) Provide for the time period for repaying a loan made pursuant to this article.
- (5) Provide for the recovery of funds from an applicant that fails to complete the project for which financial assistance was awarded. The council shall direct the Controller to recover funds by any available means.
- (6) Provide technical assistance for application preparation.
- (7) Designate a state agency or department to administer technical and financial assistance programs for the disbursing of grants and loans to support the planning and development of sustainable communities, pursuant to Sections 75127, 75128, and 75129.

(e) No later than July 1, 2010, and every year thereafter, provide a report to the Legislature that shall include, but is not limited to, all of the following:

- (1) A list of applicants for financial assistance.
- (2) Identification of which applications were approved.
- (3) The amounts awarded for each approved application.
- (4) The remaining balance of available funds.
- (5) A report on the proposed or ongoing management of each funded project.
- (6) Any additional minimum requirements and priorities for a project or plan proposed in a grant or loan application developed and adopted by the council pursuant to subdivision (c) of Section 75126.

*(Amended by Stats. 2009, Ch. 140, Sec. 161. Effective January 1, 2010.)*

**75126.**

(a) An applicant shall declare, in the application submitted to the council for financial assistance for a plan or project pursuant to this chapter, the applicant's intention to follow a detailed budget and schedule for the completion of the plan or project. The budget and schedule shall be of sufficient detail to allow the council to assess the progress of the applicant at regular intervals.

(b) A project or plan funded pursuant to this chapter shall meet both of the following criteria:

- (1) Be consistent with the state's planning policies pursuant to Section 65041.1 of the Government Code.
- (2) Reduce, on as permanent a basis that is feasible, greenhouse gas emissions consistent with the California Global Warming Solutions Act of 2006 (Division 25.5 (commencing with Section 38500) of the Health and Safety Code), and any applicable regional plan.

(c) The council may develop additional minimum requirements and priorities for a project or plan proposed in a grant and loan application, including those related to improving air quality.

*(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)*

**75127.**

(a) To support the planning and development of sustainable communities, the council shall manage and award financial assistance to a city or county for preparing, adopting, and implementing a general plan or general plan element that is designed to reduce greenhouse gas emissions, promote water conservation, reduce automobile use and fuel consumption, encourage greater infill and compact development, protect natural resources and agricultural lands, and revitalize urban and community centers.

(b) For the purposes of this section, the preparation and adoption of a general plan may include a comprehensive update of a general plan, amendment or adoption of an individual element of a general plan, or any other revision consistent with the intent of Section 75065.

(c) For the purposes of this section, the implementation of a general plan may include amendment or adoption of a specific plan, community plan, zoning ordinance, or any other plan, ordinance, or policy that is consistent with the intent of Section 75065.

(d) The funding provided pursuant to this section for the preparation, adoption, and implementation of a general plan may also include funding any activity necessary to conform a general plan to a regional plan.

*(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)*

**75128.**

(a) To support the planning and development of sustainable communities, the council shall manage and award financial assistance to a council of governments, metropolitan planning organization, regional transportation planning agency, city, county, or joint powers authority, to develop, adopt or implement a regional plan or other planning instrument consistent with a regional plan that improves air and water quality, improves natural resource protection, increases the availability of affordable housing, improves transportation, meets the goals of the California Global Warming Solutions Act of 2006 (Division 25.5 (commencing with Section 38500) of the Health and Safety Code), and encourages sustainable land use. The financial assistance provided pursuant to this section shall be funded from moneys made available pursuant to subdivision (c) of Section 75065.

(b) In awarding financial assistance pursuant to this section, the council shall give first priority to an application seeking funding to add or enhance elements of a regional plan that are not funded with federal moneys.

*(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)*

**75129.**

(a) To support the planning and development of sustainable communities, the council shall manage and award financial assistance to a city, county, special district, nonprofit organization, or entity formed pursuant to Chapter 5 (commencing

with Section 6500) of Division 7 of the Government Code, if at least one of the parties to the joint powers agreement qualifies as an eligible applicant, for the preparation, planning, and implementation of an urban greening project that provides multiple benefits, including, but not limited to, a decrease in air and water pollution, a reduction in the consumption of natural resources and energy, an increase in the reliability of local water supplies, or an increased adaptability to climate change. An eligible project funded pursuant to this section shall not include a mitigation action that is required under existing law. The financial assistance provided pursuant to this section shall be funded from moneys made available pursuant to subdivision (a) of Section 75065.

(b) The council shall develop minimum requirements for funding eligible projects pursuant to this section, which shall require a project to meet at least one of the following criteria:

- (1) Use natural systems, or systems that mimic natural systems, to achieve the benefits identified in subdivision (a).
- (2) Create, enhance, or expand community green spaces.

(c) The multiple benefits of a project, may include, but are not limited to, the establishment or enhancement of one or more of the following:

- (1) Tree canopy.
- (2) Urban forestry.
- (3) Local parks and open space.
- (4) Greening of existing public lands and structures, including schools.
- (5) Multi-objective stormwater projects, including construction of permeable surfaces and collection basins and barriers.
- (6) Urban streams, including restoration.
- (7) Community, demonstration, or outdoor education gardens and orchards.
- (8) Urban heat island mitigation and energy conservation efforts through landscaping and green roof projects.
- (9) Nonmotorized urban trails that provide safe routes for both recreation and travel between residences, workplaces, commercial centers, and schools.

(d) The council shall give additional consideration to a funding project pursuant to this section that meets one or more of the following criteria:

- (1) The project uses interagency cooperation and integration.
- (2) The project uses existing public lands and facilitates use of public resources and investments including schools.
- (3) The project is proposed by an economically disadvantaged community.

(e) Up to 25 percent of the moneys allocated pursuant to subdivision (a) of Section 75065 may be used to award revolving loans or grants to a city, county, special district, nonprofit organization, council of governments, metropolitan planning organization, or entity formed pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of the Government Code, if at least one of the parties to the joint powers agreement qualifies as an eligible applicant, for the purpose of creating urban greening plans that will serve as the master document guiding and coordinating greening projects in the applicant's jurisdiction. These urban greening plans shall be consistent with the jurisdiction's general plan or regional plan, where one exists.

*(Amended by Stats. 2010, Ch. 632, Sec. 1. Effective January 1, 2011.)*

### **75130.**

This chapter does not authorize the council to take an action with regard to the exercise of a local government's land use permitting authority.

*(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)*

## APPENDIX L – CEQA STREAMLINING

California is at the forefront of developing statewide policies that define desirable infill. Recent modifications to the California Environmental Quality Act (CEQA) provide local governments with a streamlined process for implementing development projects that support the goals of SB 375 and the state planning priorities. The Governor’s Office of Planning and Research provides a website containing information about CEQA statutes and online technical advisories, as well as information on land use issues such as infill development, general plans and transportation. For information about CEQA, visit [http://opr.ca.gov/m\\_ceqa.php](http://opr.ca.gov/m_ceqa.php). To ask questions or learn additional information, contact the State Clearinghouse at (916) 445-0613 or [state.clearinghouse@opr.ca.gov](mailto:state.clearinghouse@opr.ca.gov).

Infill projects can contribute to multiple benefits including:

- encouraging walkable communities that deliver more transit options for its residents;
- protecting clean air and water, natural areas, and farmland;
- reducing greenhouse gas emissions;
- fostering a vibrant community with social connection to neighborhoods, and;
- revitalizing urban areas

Because land use decisions are made at the local level, successful infill development depends on not only local government support, but also advanced planning. Several recent changes to the California Environmental Quality Act (CEQA), as well as the regulations implementing CEQA, have been enacted to streamline the environmental review process for certain types of infill development. Those streamlining tools are described briefly below:

### Sustainable Communities Strategies (SB 375)

Senate Bill 375 (Steinberg, 2008) seeks to reduce vehicle miles traveled (VMT) and greenhouse gas emissions by effectively connecting long-range transportation planning and local land use planning in a regional plan known as a sustainable communities strategy. Specifically, the sustainable communities strategy becomes a chapter within a regional transportation plan. To encourage development that is consistent with a sustainable communities strategy, SB 375 provides “transit priority projects” a quicker path through the environmental review process. Transit Priority Projects meeting certain criteria may be exempt from CEQA altogether. (See Public Resources Code Section 21155.1.) Other projects may use a streamlined review process called a sustainable communities environmental assessment. (See Public Resources Code Section 21155.2.) Even projects that require an additional EIR may avoid further analysis of climate change and regional transportation impacts. (See Public Resources Code Section 21159.28.)

### REGIONAL SUSTAINABLE COMMUNITIES STRATEGIES

#### Association of Monterey Bay Area Governments

<http://www.movingforwardmb.org/project.aspx>

#### Butte County Association of Governments

<http://www.bcag.org/Planning/2012-MTP/index.html>

#### Fresno Council of Governments

<http://www.fresnocog.org/sustainable-communities-strategy-development-and-outreach>

#### Kern County Council of Governments

<http://www.directionsto2050.com/>

#### Kings County Association of Governments

Contact: Bruce Abanathie; [Bruce.Abanathie@co.kings.ca.us](mailto:Bruce.Abanathie@co.kings.ca.us)

#### Madera County Transportation Commission

<http://www.maderactc.org/public.html>

#### Merced County Association of Governments

<http://www.mcagov.org/rtp.html>

#### Metropolitan Transportation Commission

[http://www.mtc.ca.gov/planning/plan\\_bay\\_area/](http://www.mtc.ca.gov/planning/plan_bay_area/)

#### Sacramento Area Council of Governments

<http://www.sacog.org/2035/files/MTP-SCS/MTPSCS%20WEB.pdf>

#### San Diego Association of Governments

[http://www.sandag.org/uploads/2050RTP/F2050rtp\\_all.pdf](http://www.sandag.org/uploads/2050RTP/F2050rtp_all.pdf)

#### San Joaquin Council of Governments

<http://www.sicog.org/index.aspx?NID=117>

#### San Luis Obispo Council of Governments

<http://www.slocogconnectingcommunities.com/2014-rtp.html>

#### Santa Barbara County Association of Governments

[http://www.sbcag.org/planning/2040RTP/images\\_docs/Final2040RTP&SCS-Chapters.pdf](http://www.sbcag.org/planning/2040RTP/images_docs/Final2040RTP&SCS-Chapters.pdf)

#### Shasta County Regional Transportation Planning Agency

Contact Dan Wayne; [dwayne@srta.ca.gov](mailto:dwayne@srta.ca.gov)

#### Southern California Association of Governments

<http://rtpscsc.scag.ca.gov/Documents/2012/final/f2012RTPSCS.pdf>

#### Stanislaus Council of Governments

<http://www.stancog.org/vvs.shtm>

#### Tahoe Metropolitan Planning Organization

<http://tahoempo.org/Mobility2035/>

#### Tulare County Association of Governments

<http://www.tularecog.org/Index.aspx?NID=162>

Local governments can enable the use of the SB 375 CEQA streamlining provisions in several ways. First, since project consistency with the sustainable communities strategy is a precondition for use of any of those tools, local governments can prepare local plans that are designed to ensure such consistency. Second, local plans, and environmental review for such plans, can be used to establish the criteria described in the SB 375 exemption, as well as address cumulative impacts that can further streamline use of a sustainable communities environmental assessment. Third, since Transit Priority Projects must meet certain density and floor area ratio criteria, a local government can ensure that its zoning accommodates such densities, particularly near transit stations.

### **Infill Streamlining (SB 226)**

SB 226 (Simitian, 2011) streamlines environmental review under the California Environmental Quality Act for certain infill projects. The rules governing that streamlined process are contained in Public Resources Code Section 21094.5 and CEQA Guidelines Section 15183.3. Under the new rules, effects of an infill project that have already been analyzed in connection with a planning level decision, such as a general plan or zoning code, do not need to be analyzed again for each individual project. Only impacts that have not been previously considered, or are worse than previously analyzed, would need to undergo new environmental review. Even impacts that have not been previously considered will not require new environmental review if local development policies, such as traffic impact fees and construction noise ordinances, substantially mitigate those effects. Under these rules, after completing a checklist to determine eligibility, many infill projects may not need to do any additional CEQA review at all. Infill projects that satisfy performance criteria, primarily related to vehicle use, may be eligible to use this streamlined process. More information about the performance standards and streamlined process under SB 226 is available on [OPR's website](#).

Local governments can enable use of the SB 226 streamlining in several ways. Projects will benefit from the most streamlining where environmental review for local plans was as detailed and comprehensive as possible. Therefore, plans that specifically address infill in desired locations will mean less analysis is required for individual projects are proposed. Further, adoption of local development policies that address common environmental issues, such as noise ordinances, climate action plans, etc., will reduce the amount of analysis that needs to be done at the project level. Local governments and metropolitan planning organizations can also facilitate use of SB 226 streamlining by producing maps that clearly illustrate areas that are eligible for streamlining (i.e., near transit stations and in areas with low vehicle miles traveled).

### **Streamlining Transit-Oriented Development (SB 743)**

SB 743 (Steinberg, 2013) streamlines the environmental review process for transit-oriented development in several ways. First, it removes parking and aesthetics as environmental considerations in urban infill areas within transit priority areas. Second, it modernizes the analysis of traffic impacts within transit priority areas, and potentially statewide. Third, it expands an exemption for projects in areas covered by a specific plan for which an environmental impact report has already been prepared. Additional information about SB 743 and streamlining for transit-oriented development is available on OPR's website.

Local governments can enable use of SB 743's streamlining provisions in several ways. First, preparing specific plans for areas within ½ mile of a transit station, and ensuring that such plans are consistent with a sustainable communities strategy, will enable residential, commercial and mixed use projects to make use of the CEQA exemption. Second, local government can ensure that local zoning allows residential, commercial and mixed use projects within ½ mile of major transit stops. Third, they can update parking and design guidelines so that parking and aesthetics issues do not remain barriers at the local level.

## APPENDIX M – CLIMATE ADAPTATION RESOURCES FOR LOCAL GOVERNMENTS

Cities and counties are essential partners in California's efforts to plan for the impacts of climate change and implement adaptation strategies. Many impacts - increased fires, floods, severe storms and heat waves - are occurring already and will only become more frequent and more costly. There are many things that communities can do to protect against climate change impacts.

California's Climate Change Portal, <http://www.climatechange.ca.gov/> provides California jurisdictions with a [Resource Portal for Local Governments](#) that assists communities by providing information about achieving GHG emission reductions, and presenting decision-making frameworks to assist with interpreting climate science and developing your community's resiliency by reducing risks caused or intensified by climate change.

Additionally, a number of state agencies and departments provide helpful documents and tools to support communities in becoming adaptation aware.

### Coastal

#### SEA-LEVEL RISE GUIDANCE REVISION

**Agency/Department:** CO-CAT/OPC

[http://www.opc.ca.gov/webmaster/ftp/pdf/docs/2013\\_SLR\\_Guidance\\_Update\\_FINAL1.pdf](http://www.opc.ca.gov/webmaster/ftp/pdf/docs/2013_SLR_Guidance_Update_FINAL1.pdf)

This document provides guidance for incorporating sea-level rise (SLR) projections into planning and decision making for projects in California. This document was developed by the Coastal and Ocean Working Group of the California Climate Action Team (CO-CAT) in response to Governor Schwarzenegger's Executive Order S-13-08, issued on November 14, 2008, which directed state agencies to plan for sea-level rise and coastal impacts.

### Emergency Preparedness

#### STATE HAZARD MITIGATION PLAN UPDATE

**Agency/Department:** CalEMA

[http://hazardmitigation.calema.ca.gov/plan/state\\_multi-hazard\\_mitigation\\_plan\\_shmp](http://hazardmitigation.calema.ca.gov/plan/state_multi-hazard_mitigation_plan_shmp)

The State Hazard Mitigation Plan (SHMP) represents California's primary hazard mitigation guidance document and provides an updated and comprehensive description of the state's historical and current hazard analysis, mitigation strategies, goals and objectives. The SHMP reflects the state's commitment to reducing, preventing or eliminating potential risks and impacts of natural and human-caused disasters in keeping families, homes, businesses, communities and visitors, as safe as possible.

### Multi

#### CALADAPT UPDATE

**Agency/Department:** California Energy Commission

<http://cal-adapt.org/>

Cal-Adapt is a web-based climate adaptation planning tool. Cal-Adapt allows the user to identify potential climate change risks in specific geographic areas throughout the state. Users can either query by location, or click on an interactive map to explore what climate impacts are projected to occur in their area of interest.

#### CLIMATE ADAPTATION PLANNING GUIDE

**Agency/Department:** Natural Resources/CalEMA

[http://resources.ca.gov/climate\\_adaptation/local\\_government/adaptation\\_policy\\_guide.html](http://resources.ca.gov/climate_adaptation/local_government/adaptation_policy_guide.html)

This guide (APG) provides guidance to support regional and local communities in proactively addressing the unavoidable consequences of climate change. It includes a step-by-step process for local and regional climate vulnerability assessment and adaptation strategy development. Usage of the APG allows for flexibility in the commitment of time, money, and effort to suit the needs of the community.

#### CLIMATE ADAPTATION STRATEGY (CAS) UPDATE

**Agency/Department:** Natural Resources

<http://www.climatechange.ca.gov/adaptation/strategy/>

This update augments previously identified strategies in light of advances in climate science and risk management options. The CAS summarizes climate change impacts and recommends adaptation strategies across seven sectors: Public Health; Biodiversity and Habitat; Oceans and Coastal Resources; Water; Agriculture; Forestry; and Transportation and Energy..

#### INDICATORS OF CLIMATE CHANGE IN CALIFORNIA REPORT

**Agency/Department:** CalEPA

<http://oehha.ca.gov/multimedia/epic/pdf/ClimateChangeIndicatorsReport2013.pdf>

Indicators of Climate Change in California characterizes the multiple facets of climate change in California. The report tracks trends in greenhouse gas levels that influence climate, changes in the state's climate, and the impacts of climate change on California's environment and people. The report does this by bringing together and displaying large amounts of scientific data as "indicators". These indicators rely on monitoring and research activities carried out by state and federal agencies, universities, and other research institutions.

## Planning

### **CALIFORNIA LOCAL ENERGY ASSURANCE PLANNING (CALEAP) TOOL**

**Agency/Department:** California Energy Commission(CEC)  
<https://caleap.icfwebservices.com/>

The goal of the CEC-sponsored California Local Energy Assurance Planning (CaLEAP) project is to assist local governments with generating plans to become more energy resilient and ensuring the energy supply to “key assets.” CaLEAP: outlines a planning process; offers technical assistance to assist local governments with building local energy expertise and awareness of impacts and interdependencies; identifies deficiencies and vulnerabilities; and explores energy choices, including alternative resources, that are reliable, safe, diverse, affordable, and environmentally acceptable.

### **CLIMATE ACTION PLAN TECHNICAL ADVISORY**

**Agency/Department:** OPR  
[http://opr.ca.gov/s\\_ceqaandclimatechange.php](http://opr.ca.gov/s_ceqaandclimatechange.php)

Prior to enactment of the amendments to the California Environmental Quality Act (CEQA) Guidelines, OPR developed a Technical Advisory suggesting relevant ways to address climate change in CEQA analyses. It also lists potential mitigation measures, describes useful computer models, and points to other important resources. OPR is currently developing a Technical Advisory that will provide guidance on specific topics related climate action planning and the use of plans for the reduction of greenhouse gases in a CEQA analysis.

## Public Health

### **INTEGRATING PUBLIC HEALTH INTO CLIMATE ACTION PLANS (CAP)**

**Agency/Department:** CDPH  
[http://www.cdph.ca.gov/programs/CCDPPH/Documents/CAPS\\_and\\_Health\\_Published3-22-12.pdf](http://www.cdph.ca.gov/programs/CCDPPH/Documents/CAPS_and_Health_Published3-22-12.pdf)

This document introduces: key health connections to climate change mitigation strategies; suggestions of where these fit into a CAP; a process for forging partnerships between planning and health organizations; links to data that will help planners identify and reference the existing health status of their jurisdiction; and supporting documentation, evidence, and resources. Additionally, it provides a number of examples of CAP strategies that integrate public health objectives, health departments, and community-based organizations that are making efforts to improve community health and reduce GHG emissions.

### **2013 GENERAL PLAN GUIDELINES UPDATE**

**Agency/Department:** OPR  
[http://opr.ca.gov/docs/GPG\\_2013\\_One\\_Pager.pdf](http://opr.ca.gov/docs/GPG_2013_One_Pager.pdf)

This update to the General Plan Guidelines (GPG) evaluates the best ways to provide policy guidance in a user-friendly, online format and will explore the feasibility of creating templates to reduce the time and cost of updating a general plan. The GPG will be a resource for decision-makers, planners, and the public for the development and implementation of local general plans. It will provide guidance on general plan statutory requirements, consolidate GPG supplements, and provide advice on how the general plan can address contemporary planning issues.

### **COOL CALIFORNIA CLIMATE ACTION PLANNING PROCESS**

**Agency/Department:** CARB  
<http://www.coolcalifornia.org/local-government>

A step-by-step process to develop an inventory, create a Climate Action Plan, implement policies that reduce GHGs, monitor success towards achieving goals, and recognize achievement.

## Public Health/Emergency Preparedness

### **EXTREME HEAT ADAPTATION GUIDANCE**

**Agency/Department:** CARB/CDPH  
<http://www.arb.ca.gov/cc/ab32publichealth/meetings/091012/extremeheatadaptationinterimguidance.pdf>

This Extreme Heat Adaptation Guidance document provides guidance for incorporating extreme heat projections into planning and decision-making in California based on current climate change models. This guidance focuses on the human health aspects of increasing temperatures in California, including longer and more frequent extreme heat events, which pose substantial additional risk of illness and death to the state’s residents, especially to vulnerable populations. It also provides recommendations from state agencies related to extreme heat preparedness and response; strategies for cooling the built environment; and mitigating the effects of urban heat islands.

## Transportation

### METROPOLITAN PLANNING ORGANIZATIONS (MPO) ADAPTATION GUIDANCE

**Agency/Department:** Caltrans

[http://www.dot.ca.gov/hq/tpp/offices/orip/climate\\_change/documents/FR3 CA Climate Change Adaptation Guide 2013-02-26 .pdf](http://www.dot.ca.gov/hq/tpp/offices/orip/climate_change/documents/FR3_CA_Climate_Change_Adaptation_Guide_2013-02-26.pdf)

This guide is designed to account for the varying capacities and resources among MPOs and Regional Transportation Planning Authorities (RTPA), featuring methods that can be used by organizations seeking to conduct sketch-level assessments of risk and vulnerability of regional transportation assets to climate impacts, or in-depth analysis incorporating separate stakeholder processes and geospatial analyses. While no requirement mandate incorporating climate adaptation into regional transportation planning, this guide provides information and tools to help MPOs and RTPAs anticipate the incorporation of climate assessment and adaptation into future planning efforts.

## Water/Energy

### WATER ENERGY STRATEGY

**Agency/Department:** WET-CAT

[http://www.climatechange.ca.gov/climate\\_action\\_team/reports/wetcat/WETCAT Water Energy Strategy 2012-2014.pdf](http://www.climatechange.ca.gov/climate_action_team/reports/wetcat/WETCAT_Water_Energy_Strategy_2012-2014.pdf)

The Water Energy Team of the Climate Action Team (WET-CAT) are State and Federal agencies tasked with integrating regulation with support for planning, research, data analysis, technical tools, and funding to leverage regional projects and programs to implement greenhouse gas (GHG) mitigation measures. The long term vision of these agencies is to 1) achieve large water and energy savings and efficiencies through integrated planning and inter-agency coordination; 2) maximize GHG emission reductions and adaptation opportunities; 3) reduce or eliminate risks from changing hydrological and ocean conditions; 4) meet state renewables goals with active participation of water sector utilities; and 5) enhance use of ambient data collection and models to inform planners and permit writers about long term climate-related trends.

## Water

### CALIFORNIA WATER PLAN UPDATE

**Agency/Department:** Department of Water Resources

<http://www.waterplan.water.ca.gov/cwpu2013/ae/index.cfm>

The California Water Plan provides a collaborative planning framework for elected officials, agencies, tribes, water and resource managers, businesses, academia, stakeholders, and the public to develop findings and recommendations and make informed decisions for California's water future. The plan, updated every five years, presents the status and trends of California's water-dependent natural resources; water supplies; and agricultural, urban, and environmental water demands for a range of plausible future scenarios. The California Water Plan also evaluates different combinations of regional and statewide resource management strategies to reduce water demand, increase water supply, reduce flood risk, improve water quality, and enhance environmental and resource stewardship.

### SEA-LEVEL RISE REGULATIONS LOCAL COASTAL PROGRAM (LCP)

**Agency/Department:** Coastal Commission

<http://www.coastal.ca.gov/climate/SLRguidance.html>

Proposed LCP guidelines to incorporate sea level rise and the impacts of climate change into the Coastal Commission's decision-making framework.

## **APPENDIX N – STATE PLANNING PRIORITIES (65041.1)**

### **TITLE 7, DIVISION 1, CHAPTER 1.5, ARTICLE 5 OF THE GOVERNMENT CODE**

**65041.1.** The state planning priorities, which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities, shall be as follows:

- (a) To promote infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserving cultural and historic resources.
- (b) To protect environmental and agricultural resources by protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the state as deserving special protection.
- (c) To encourage efficient development patterns by ensuring that any infrastructure associated with development, other than infill development, supports new development that does all of the following:
  - (1) Uses land efficiently.
  - (2) Is built adjacent to existing developed areas to the extent consistent with the priorities specified pursuant to subdivision (b).
  - (3) Is located in an area appropriately planned for growth.
  - (4) Is served by adequate transportation and other essential utilities and services.
  - (5) Minimizes ongoing costs to taxpayers

## APPENDIX O– HEALTHY COMMUNITIES FRAMEWORK

### WHAT IS A HEALTHY COMMUNITY?

**A HEALTHY COMMUNITY PROVIDES FOR THE FOLLOWING THROUGH ALL STAGES OF LIFE:**

#### **Meets basic needs of all**

- Safe, sustainable, accessible, and affordable transportation options
- Affordable, accessible and nutritious foods, and safe drinkable water
- Affordable, high quality, socially integrated, and location-efficient housing
- Affordable, accessible and high quality health care
- Complete and livable communities including quality schools, parks and recreational facilities, child care, libraries, financial services and other daily needs
- Access to affordable and safe opportunities for physical activity
- Able to adapt to changing environments, resilient, and prepared for emergencies
- Opportunities for engagement with arts, music and culture

#### **Quality and sustainability of environment**

- Clean air, soil and water, and environments free of excessive noise
- Tobacco- and smoke-free
- Green and open spaces, including healthy tree canopy and agricultural lands
- Minimized toxics, greenhouse gas emissions, and waste
- Affordable and sustainable energy use
- Aesthetically pleasing

#### **Adequate levels of economic and social development**

- Living wage, safe and healthy job opportunities for all, and a thriving economy
- Support for healthy development of children and adolescents
- Opportunities for high quality and accessible education
- Health and social equity
- Social relationships that are supportive and respectful
- Robust social and civic engagement
- Socially cohesive and supportive relationships, families, homes and neighborhoods
- Safe communities, free of crime and violence

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*California Health in All Policies Task Force. (2010, December 3). Health in All Policies Task Force Report to the Strategic Growth Council. Retrieved from: [http://sgc.ca.gov/hiap/docs/publications/HiAP\\_Task\\_Force\\_Report.pdf](http://sgc.ca.gov/hiap/docs/publications/HiAP_Task_Force_Report.pdf). Used with permission.*

## APPENDIX P – STATE RESOURCES ONLINE

### LEGISLATION

**AB32:** CALIFORNIA GLOBAL WARMING SOLUTIONS ACT OF 2006  
[http://www.leginfo.ca.gov/pub/05-06/bill/asm/ab\\_0001-0050/ab\\_32\\_bill\\_20060927\\_chaptered.pdf](http://www.leginfo.ca.gov/pub/05-06/bill/asm/ab_0001-0050/ab_32_bill_20060927_chaptered.pdf)

**PROPOSITION 84:** SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006  
[http://www.parks.ca.gov/pages/1008/files/prop\\_84\\_text.pdf](http://www.parks.ca.gov/pages/1008/files/prop_84_text.pdf)

**SB 375:** REGIONAL GREENHOUSE GAS EMISSION REDUCTION TARGETS [http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=200720080SB375](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375)

**SB 732:** STRATEGIC GROWTH COUNCIL STATUTE (SEE APPENDIX K)  
[http://www.leginfo.ca.gov/pub/07-08/bill/sen/sb\\_0701-0750/sb\\_732\\_bill\\_20080930\\_chaptered.pdf](http://www.leginfo.ca.gov/pub/07-08/bill/sen/sb_0701-0750/sb_732_bill_20080930_chaptered.pdf)

**STATE PLANNING PRIORITIES** (Government Code 65041.1)  
[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=GOV&sectionNum=65041.1](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=65041.1) or See Appendix N

**SB 226:** CEQA STREAMLINING OPPORTUNITIES  
REFERRED TO IN FOCUS AREA #1 (See Appendix L)  
[http://leginfo.ca.gov/pub/11-12/bill/sen/sb\\_0201-0250/sb\\_226\\_bill\\_20111004\\_chaptered.html](http://leginfo.ca.gov/pub/11-12/bill/sen/sb_0201-0250/sb_226_bill_20111004_chaptered.html)

**SB 743:** STREAMLINING TRANSIT-ORIENTED DEVELOPMENT  
REFERRED TO IN FOCUS AREA #1 (See Appendix L)  
[http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201320140SB743](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB743)

### STATE PLANNING DOCUMENTS

#### Air Quality

**STATE IMPLEMENTATION PLANS**  
Agency/Department: ARB  
<http://www.arb.ca.gov/planning/sip/sip.htm>

**TRANSPORTATION STRATEGIES AND AIR QUALITY**  
Agency/Department: ARB  
<http://www.arb.ca.gov/planning/tsaq/tsaq.htm>

**EMISSION REDUCTION PLAN FOR PORTS AND GOODS MOVEMENT**  
Agency/Department: Air Resources Board  
<http://www.arb.ca.gov/planning/gmerp/gmerp.htm>

**DIESEL RISK REDUCTION PLAN**  
Agency/Department: Air Resources Board  
<http://www.arb.ca.gov/diesel/documents/rrpapp.htm>

#### Climate

**AB 32 SCOPING PLAN**  
Agency/Department: ARB  
<http://www.arb.ca.gov/cc/scopingplan/scopingplan.htm>

**SB 375 IMPLEMENTATION**  
Agency/Department: ARB  
<http://www.arb.ca.gov/cc/sb375/sb375.htm>

**VISION FOR CLEAN AIR: A FRAMEWORK FOR AIR QUALITY AND CLIMATE PLANNING**  
Agency/Department: ARB  
<http://www.arb.ca.gov/planning/vision/vision.htm>

**CAP-AND-TRADE AUCTION PROCEEDS INVESTMENT PLAN**  
Agency/Department: ARB and DOF  
<http://www.arb.ca.gov/cc/capandtrade/auctionproceeds/auctionproceeds.htm>

**CLIMATE ADAPTATION STRATEGY**  
Agency/Department: Resources  
<http://www.climatechange.ca.gov/adaptation/index.html>

#### Conservation

**CALIFORNIA FIRE PLAN**  
Agency/Department: CalFire  
[http://cdfdata.fire.ca.gov/fire\\_er/fpp\\_planning\\_cafireplan](http://cdfdata.fire.ca.gov/fire_er/fpp_planning_cafireplan)

**CALIFORNIA OUTDOOR RECREATION PLAN**  
Agency/Department: Parks  
[http://www.parks.ca.gov/?page\\_id=23880](http://www.parks.ca.gov/?page_id=23880)

**STATE WILDLIFE ACTION PLAN**  
Agency/Department: Fish and Wildlife  
<http://www.dfg.ca.gov/SWAP/SWAP-2015-Update-Vision.pdf>

## Energy

### BIOENERGY ACTION PLAN

Agency/Department: Resources

[http://www.resources.ca.gov/docs/2012\\_Bioenergy\\_Action\\_Plan.pdf](http://www.resources.ca.gov/docs/2012_Bioenergy_Action_Plan.pdf)

### DESERT RENEWABLE ENERGY CONSERVATION PLAN (DRECP)

Agency/Department: California Energy Commission /CDFG

<http://drepc.org/index.htm>

### LONG TERM ENERGY EFFICIENCY STRATEGIC PLAN

Agency/Department: CPUC

<http://www.cpuc.ca.gov/PUC/energy/Energy+Efficiency/eesp>

### ASSEMBLY BILL 118 AIR QUALITY IMPROVEMENT PROGRAM FUNDING PLAN

Agency/Department: California Energy Commission

[http://www.arb.ca.gov/msprog/ajip/fundplan/proposed\\_ajip\\_fp\\_fy1314.pdf](http://www.arb.ca.gov/msprog/ajip/fundplan/proposed_ajip_fp_fy1314.pdf)

## Multi

### ENVIRONMENTAL GOALS AND POLICY REPORT

Agency/Department: GO/OPR

[http://opr.ca.gov/s\\_egpr.php](http://opr.ca.gov/s_egpr.php)

### INTEGRATED ENERGY POLICY REPORT

Agency/Department: California Energy Commission

[http://www.energy.ca.gov/2012\\_energy\\_policy/](http://www.energy.ca.gov/2012_energy_policy/)

### PROPOSITION 39 INVESTMENT PLAN

Agency/Department: Governor's Office/Legislature

<http://www.energy.ca.gov/efficiency/proposition39/>

### STATE ENERGY ACTION PLAN

Agency/Department: CEC/CPUC

[http://www.energy.ca.gov/energy\\_action\\_plan/](http://www.energy.ca.gov/energy_action_plan/)

### CALIFORNIA STRATEGIC GROWTH COUNCIL STRATEGIC PLAN

Agency/Department: Strategic Growth Council

<http://sgc.ca.gov/docs/workplan/strategicplan-01-24-12.pdf>

## Public Health

### PUBLIC HEALTH STRATEGIC MAP

Agency/Department: Public Health

[http://www.cdph.ca.gov/Documents/CDPH\\_Strategic\\_Map\\_2012.pdf](http://www.cdph.ca.gov/Documents/CDPH_Strategic_Map_2012.pdf)

### 2010 CALIFORNIA OBESITY PREVENTION PLAN

Agency/Department: Public Health

<http://www.cdph.ca.gov/programs/COPP/Pages/CaliforniaObesityPreventionPlan.aspx>

### CALIFORNIA WELLNESS PLAN DRAFT SYNOPSIS

Agency/Department: Public Health

<http://www.cdph.ca.gov/programs/cdcb/Documents/CA%20Wellness%20Plan%20Draft%20-%20Synopsis.pdf>

## Transportation

### CALIFORNIA STATE RAIL PLAN

Agency/Department: Caltrans

<http://californiastaterailplan.dot.ca.gov/>

### CALIFORNIA TRANSPORTATION PLAN

Agency/Department: Caltrans

<http://www.dot.ca.gov/hq/tpp/californiainterregionalblueprint/index.shtml>

### COMPLETE STREETS IMPLEMENTATION ACTION PLAN

Agency/Department: Caltrans

[http://www.dot.ca.gov/hq/tpp/offices/ocp/complete\\_streets\\_files/6\\_13\\_12\\_Complete\\_Streets\\_IAP\\_March2010\\_posted\\_052413.pdf#zoom=75](http://www.dot.ca.gov/hq/tpp/offices/ocp/complete_streets_files/6_13_12_Complete_Streets_IAP_March2010_posted_052413.pdf#zoom=75)

### CONTRIBUTION OF THE HIGH-SPEED RAIL PROGRAM TO REDUCING CALIFORNIA'S GREENHOUSE GAS EMISSION LEVELS

Agency/Department: High Speed Rail Authority

[http://www.hsr.ca.gov/docs/about/legislative\\_affairs/HSR\\_Reducing\\_CA\\_GHG\\_Emissions\\_2013.pdf](http://www.hsr.ca.gov/docs/about/legislative_affairs/HSR_Reducing_CA_GHG_Emissions_2013.pdf)

### HIGH SPEED RAIL 2012 REVISED BUSINESS PLAN

Agency/Department: High Speed Rail Authority

[http://www.hsr.ca.gov/docs/about/business\\_plans/BPlan\\_2012\\_rpt.pdf](http://www.hsr.ca.gov/docs/about/business_plans/BPlan_2012_rpt.pdf)

### ZEV ACTION PLAN

Agency/Department: GO/OPR

[http://opr.ca.gov/docs/Governor's\\_Office\\_ZEV\\_Action\\_Plan\\_\(02-13\).pdf](http://opr.ca.gov/docs/Governor's_Office_ZEV_Action_Plan_(02-13).pdf)

## Water

### CALIFORNIA WATER PLAN

**Agency/Department:** Department of Water Resources  
<http://www.waterplan.water.ca.gov/cwpu2013/ae/index.cfm>

### SAFE DRINKING WATER STATE REVOLVING FUND

**Agency/Department:** Public Health  
<http://www.cdph.ca.gov/services/funding/Pages/SRF.aspx>

### CALIFORNIA OCEAN PLAN

**Agency/Department:** SWRCB  
[http://www.waterboards.ca.gov/water\\_issues/programs/ocean/](http://www.waterboards.ca.gov/water_issues/programs/ocean/)

### REGIONAL BOARD WATER QUALITY CONTROL PLANS (BASIN PLANS)

**Agency/Department:** SWRCB  
[http://www.waterboards.ca.gov/plans\\_policies/#plans](http://www.waterboards.ca.gov/plans_policies/#plans)

### CALIFORNIA STATE COASTAL CONSERVANCY STRATEGIC PLAN

**Agency/Department:** Coastal Conservancy  
<http://scc.ca.gov/files/2013/03/SCC-Strategic-Plan-2013-18.pdf>

## GUIDANCE

### Climate

#### CEQA AND CLIMATE CHANGE / CLIMATE ACTION PLANNING TECHNICAL ADVISORIES

**Agency/Department:** CalEMA, Natural Resources, FEMA  
[http://resources.ca.gov/climate\\_adaptation/local\\_government/adaptation\\_policy\\_guide.html](http://resources.ca.gov/climate_adaptation/local_government/adaptation_policy_guide.html)

#### CLIMATE CHANGE AND CLIMATE ACTION PLANNING TECHNICAL ADVISORIES

**Agency/Department:** Office of Planning and Research  
[http://opr.ca.gov/s\\_ceqaandclimatechange.php](http://opr.ca.gov/s_ceqaandclimatechange.php)

#### INDICATORS OF CLIMATE CHANGE IN CALIFORNIA

**Agency/Department:** Office of Environmental Health Hazard Assessment  
<http://www.oehha.ca.gov/multimedia/epic/pdf/ClimateChangeIndicatorsReport2013.pdf>

### Conservation

#### POLICIES GOVERNING GRANT AGREEMENTS AND CONSERVATION EASEMENTS

**Agency/Department:** Wildlife Conservation Board  
<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=22147&inline=1>

#### GUIDELINES FOR CLASSIFICATION AND DESIGNATION OF MINERAL LANDS

**Agency/Department:** Conservation  
<http://www.conservation.ca.gov/smgb/Guidelines/Documents/ClassDesig.pdf>

#### HABITAT CONSERVATION PLANNING PROGRAMS

**Agency/Department:** Fish and Wildlife  
<http://www.dfg.ca.gov/habcon/>

### Energy

#### ENERGY AWARE PLANNING GUIDE (2011 EDITION)

**Agency/Department:** CEC/CPUC  
[http://www.energy.ca.gov/energy\\_aware\\_guide/index.html](http://www.energy.ca.gov/energy_aware_guide/index.html)

#### PROPOSITION 39 CALIFORNIA CLEAN ENERGY JOBS ACT 2013 DRAFT GUIDELINES - PROGRAM IMPLEMENTATION

**Agency/Department:** California Energy Commission  
<http://www.energy.ca.gov/2013publications/CEC-400-2013-010/CEC-400-2013-010-D.pdf>

#### INTEGRATED ENERGY POLICY REPORT

**Agency/Department:** California Energy Commission  
[http://www.energy.ca.gov/2012\\_energy/policy/](http://www.energy.ca.gov/2012_energy/policy/)

#### ZEV COMMUNITY READINESS GUIDEBOOK

**Agency/Department:** Office of Planning & Research  
[http://opr.ca.gov/docs/ZEV\\_Guidebook.pdf](http://opr.ca.gov/docs/ZEV_Guidebook.pdf)

#### IMPLEMENTING CALIFORNIA'S LOADING ORDER FOR ELECTRICITY RESOURCES

**Agency/Department:** California Energy Commission  
<http://www.energy.ca.gov/2005publications/CEC-400-2005-043/CEC-400-2005-043.PDF>

## Land Use

### CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES

**Agency/Department:** Office of Planning & Research  
[http://opr.ca.gov/s\\_ceqaguidelines.php](http://opr.ca.gov/s_ceqaguidelines.php)

### GENERAL PLAN GUIDELINES

**Agency/Department:** Office of Planning & Research  
<http://ceres.ca.gov/planning/genplan/gpg.pdf>

### HOUSING ELEMENT GUIDANCE

**Agency/Department:** Housing & Community Development  
<http://www.hcd.ca.gov/hpd/HE%20Guidance%20Complete%20package.pdf>

### DEFAULT HOUSING DENSITY STANDARD OPTION – 2010 CENSUS UPDATE

**Agency/Department:** Housing & Community Development  
[http://www.hcd.ca.gov/hpd/Default\\_2010census\\_update.pdf](http://www.hcd.ca.gov/hpd/Default_2010census_update.pdf)

### LAFCOS, GENERAL PLANS, AND CITY ANNEXATIONS

**Agency/Department:** Office of Planning & Research  
[http://opr.ca.gov/docs/LAFCOs\\_GeneralPlans\\_City\\_Annexations.pdf](http://opr.ca.gov/docs/LAFCOs_GeneralPlans_City_Annexations.pdf)

### LAND USE, GENERAL PLANS, AND DISADVANTAGED COMMUNITIES TECHNICAL ADVISORY

**Agency/Department:** Office of Planning & Research  
[http://opr.ca.gov/docs/SB244\\_Technical\\_Advisory.pdf](http://opr.ca.gov/docs/SB244_Technical_Advisory.pdf)

### PLANNERS GUIDE TO SPECIFIC PLANS

**Agency/Department:** Office of Planning & Research  
[http://opr.ca.gov/docs/specific\\_plans.pdf](http://opr.ca.gov/docs/specific_plans.pdf)

### TRANSIT ORIENTED DEVELOPMENT (TOD) RESOURCES

**Agency/Department:** Housing & Community Development  
<http://www.hcd.ca.gov/hpd/tod.pdf>

## Public Health

### BURDEN OF CHRONIC DISEASE AND INJURY – 2013 REPORT

**Agency/Department:** Public Health  
<http://www.cdph.ca.gov/programs/Documents/BurdenReportOnline%2004-04-13.pdf>

### CHRONIC DISEASE PREVENTION FRAMEWORK

**Agency/Department:** Public Health  
<http://www.cdph.ca.gov/programs/cclho/Documents/ChronicDiseaseReportFINAL.pdf>

### CALIFORNIA CONFERENCE OF LOCAL HEALTH OFFICERS

**Agency/Department:** Public Health  
<http://www.cdph.ca.gov/PROGRAMS/CCLHO/Pages/default.aspx>

### LET'S GET HEALTHY CALIFORNIA 2012 FINAL REPORT

**Agency/Department:** Public Health  
<http://www.chhs.ca.gov/Documents/Let%27s%20Get%20Healthy%20California%20Task%20Force%20Final%20Report.pdf>

### HEALTH IN ALL POLICIES: A GUIDE FOR STATE AND LOCAL GOVERNMENTS

**Agency/Department:** Public Health  
<http://www.phi.org/resources/?resource=hiapguide>

## MAPS AND TOOLS

### Data Sets

### HEALTHY COMMUNITIES DATA AND INDICATORS PROJECT (HCI)

**Agency/Department:** Public Health  
<http://www.cdph.ca.gov/programs/Pages/HealthyCommunityIndicators.aspx>

### THE CALIFORNIA PROTECTED AREAS DATABASE

**Agency/Department:** Strategic Growth Council  
<http://www.calands.org/data>

### Database

### CALGOLD DATABASE FOR PERMIT ASSISTANCE

**Agency/Department:** Office of Business & Economic Development  
<http://www.calgold.ca.gov/>

### LOCAL AND REGIONAL TRANSPORTATION PLANNING AUTHORITIES

**Agency/Department:** Caltrans  
[http://www.dot.ca.gov/hq/tpp/offices/orip/index\\_files/Update%20Files/new\\_regional\\_contacts\\_8-13.xls](http://www.dot.ca.gov/hq/tpp/offices/orip/index_files/Update%20Files/new_regional_contacts_8-13.xls)

### CALIFORNIA GEOPORTAL

**Agency/Department:** California Department of Technology  
<http://portal.gis.ca.gov/geoportal/catalog/main/home.page>

## Maps

### **GOVERNOR'S OFFICE: INTERACTIVE MAP - BUSINESS RESOURCES**

**Agency/Department:** Office of Business & Economic Development

<http://business.ca.gov/InteractiveMap.aspx>

### **THE CALIFORNIA GEOPORTAL**

**Agency/Department:** California Department of Technology

<http://portal.gis.ca.gov/geoportal/catalog/main/home.page>

### **NATURAL COMMUNITY CONSERVATION PLAN MAP**

**Agency/Department:** Fish and Wildlife

<http://www.dfg.ca.gov/habcon/nccp/status.html>

## Resource Websites and Tools

### **ARB COOL CALIFORNIA: LOCAL GOVERNMENT ASSISTANCE WEBSITE**

**Agency/Department:** CARB

<http://www.coolcalifornia.org/article/climate-action-planning>

### **CERES PLANNING AND NATURAL RESOURCE INFORMATION**

**Agency/Department:** Natural Resources

<http://www.ceres.ca.gov>

### **CALIFORNIA COMMUNITIES ENVIRONMENTAL HEALTH SCREENING TOOL (CALENVIROSCREEN 1.1)**

**Agency/Department:** Office of Environmental Health Hazard Assessment

<http://oehha.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=1d202d7d9dc84120ba5aac97f8b39c56f>

### **CALIFORNIA LOCAL ENERGY ASSURANCE PLANNING (CALEAP) TOOL**

**Agency/Department:** CalEPA

<https://caleap.icfwebservices.com/>

### **SEEC GHG INVENTORY AND FORECAST TOOLS UPDATE**

**Agency/Department:** CARB/OPR

[http://californiaseec.org/resources-guidance/resources-guidance-collection/#b\\_start=0](http://californiaseec.org/resources-guidance/resources-guidance-collection/#b_start=0)



**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:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** January 21, 2014

**SUBJECT:** Listing and Designation of Critical Habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad

**RECOMMENDATION:** Receive presentations from staff and Supervisors Arcularius and Tillemans about recent activities regarding the proposed listing and designation of critical habitat by the U.S. Fish and Wildlife Service (USFWS) for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad; consider attendance at the upcoming USFWS public hearing regarding the proposals in Sacramento, and; otherwise provide direction.

**SUMMARY DISCUSSION:** USFWS has issued notices indicating its intent to adopt regulations to list and designate critical habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad.<sup>1</sup> Critical habitat for these species is proposed in Inyo County and adjacent to the County along the crest of the Sierra Nevada. Threats to the various species identified include habitat destruction, recreation (including trout stocking), dams and reservoir diversion, livestock use (grazing), packstock use, roads, timber harvest, fire management activities, disease, climate change, and pollution.

Recently, USFWS conducted a public meeting in Bridgeport on January 8, 2014 with assistance from the Inyo National Forest and the California Department of Fish and Wildlife. Staff and Supervisors Arcularius and Tillemans attended, and will brief the Board.

USFWS issued a draft economic Analysis (DEA) for the proposed critical habitat earlier in January. USFWS staff has indicated that the DEA focuses on administrative costs to the federal agencies from the proposed designation. Staff is reviewing with the assistance of Gruen + Gruen Associates, and plans to present a response for the Board's consideration on February 25, 2014.

USFWS staff has indicated that a public hearing will be held in Sacramento on January 30, 2014 regarding the proposals. Staff recommends that the Board provide direction regarding attendance.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** Department of Interior, USFWS; other agencies with jurisdiction (U.S. Forest Service, California Department of Fish and Wildlife, etc.)

**FINANCING:** General fund resources are utilized to monitor federal rule making.

<sup>1</sup> Refer to [http://inyoplanning.org/projects/USFW\\_YellowLeggedFrog.htm](http://inyoplanning.org/projects/USFW_YellowLeggedFrog.htm) for more information regarding the proposals and the County's response.

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 1/16/14



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

For Clerk's Use Only:  
AGENDA NUMBER

17

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** January 21, 2014

**SUBJECT:** Multiple Fish and Wildlife Endangered Species Proposals and Designation of Critical Habitat in Inyo County.

**RECOMMENDATION:** Review draft correspondence to the Secretary Jewell, U.S. Department of the Interior, requesting the U.S. Fish and Wildlife Service analysis of the cumulative socioeconomic impacts associated with multiple forthcoming proposals to list species as endangered and to designate critical habitat within Inyo County, and authorize the Chair to sign correspondence in regards thereto.

**SUMMARY DISCUSSION:** The U.S. Fish and Wildlife Service (FWS) is proposing to list eight species as endangered, with associated critical habitat, in Inyo County. The FWS is also proposing to list dozens of additional species as endangered in adjacent counties in California and Nevada. The proposed listings may have socioeconomic impacts on Inyo County.

Species proposed for listing in Inyo County include: the Armagosa Tryonia, Mohave Ground Squirrel, Mojave Fringe-Toed Lizard, Nevares Spring Naucorid Bug, Mono Basin Sage Grouse, Sierra Nevada Yellow Legged Frog, Yosemite Toad, and Western Billed Cuckoo.

The economic impacts of each of these listings will be considered individually and in isolation from the other proposals by the FWS, despite the potential for overlapping and cumulative impacts to Inyo County. The correspondence requests the FWS provide analysis of the cumulative impacts to Inyo County that may result from multiple endangered species listing and extensive designation of critical habitat.

These proposals are the result of a settlement agreement established in *Center for Biological Diversity v. Salazar*. A full list of species proposed to be listed as part of the settlement can be found at: [http://www.biologicaldiversity.org/programs/biodiversity/species\\_agreement/](http://www.biologicaldiversity.org/programs/biodiversity/species_agreement/).

**ALTERNATIVES:** The Board could direct changes to the correspondence, or not submit correspondence.

**OTHER AGENCY INVOLVEMENT:** Department of Interior, U.S. National Park Service; other agencies with jurisdiction (U.S. Forest Service, California Department of Fish and Wildlife, etc.); neighboring Counties.

**FINANCING:** General funds are utilized to monitor federal rule making.

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

  
Attachments

Date: 1/15/14

1. Draft Correspondence to the Secretary Jewell, U.S. Department of the Interior
2. List of species proposed for listing as threatened or endangered in California and Nevada, as a result of the settlement agreement established in *Center for Biological Diversity v. Salazar*

January XX, 2013

Secretary Jewell  
U.S. Department of the Interior  
1849 C Street, N.W.  
Washington, DC 20240

**Re: Cumulative Socioeconomic Impacts Associated with Proposed Endangered Species Listings**

Dear Secretary Jewell:

On behalf of the Board of Supervisors, I am writing to express our deep concern regarding the U.S. Department of Fish and Wildlife's proposals to list as a result of the settlement agreement established in *Center for Biological Diversity v. Salazar* multiple species as threatened or endangered in Inyo County, as well as additional species proposed in each of our neighboring counties with impacts to Inyo County. The ramification of this action on our communities is considerable. When considered individually, the impacts of each listing may be found to be less than significant, but when taken together, multiple endangered species listings and critical habitat restrictions will impose a substantial impact on the County.

Inyo County is the second largest county in California, with a population of just over 18,000 people; our communities are rural, and our heritage and economic livelihood are strongly tied to public lands. Less than two percent of Inyo County is privately held and available for development; the remainder of Inyo County is held by Federal and State agencies. Our base economic contributors are tourism, agriculture and mining, each of which will be severely impacted by increased regulatory burdens associated with Federal land use management.

Currently, eight species are being proposed to be listed as endangered or threatened in Inyo County, with hundreds of thousands of acres anticipated to be proposed as critical habitat. These species include: the Armagosa Tryonia, Mohave Ground Squirrel, Mojave Fringe-Toed Lizard, Nevares Spring Naucorid Bug, Mono Basin Sage Grouse, Sierra Nevada Yellow Legged Frog, Yosemite Toad, and Western Billed Cuckoo. There are over a dozen additional species being proposed for listing in adjacent counties which threaten our regional grazing leases, mining permits, resource harvesting, recreational access and regional economy. Each of these critical habitat designations will impose substantial costs on land use, ownership, and opportunity. The cumulative impacts of these proposals could present significant limitations on our economy and way of life.

The Inyo County Board of Supervisors believes it is inherent in the Constitution of the United States, and in all federal land use statutes, that considerations of local populations be incorporated in public land use decisions. These proposals are a result of a litigious rather than scientifically based process, which have been developed without consultation and coordination with local communities. The cumulative socioeconomic impacts associated with multiple forthcoming endangered and threatened species listings and critical habitat proposals in Inyo County must be understood in order to make a fair determination of the actual consequences of the multiple endangered species proposals to our economy, heritage, and way of life.

The Board seeks to understand the cumulative socioeconomic consequences these listings will impose on our communities, and we request you to direct Fish and Wildlife staff to meet with us to discuss the how the sum of these listings will affect the culture and economy of the County. We suggest the Fish and Wildlife service meet with the Board in a special meeting in order to provide the opportunity for the greatest number of our constituents to listen, learn and become engaged in the development of these proposals. This interchange is vitally important to us, and we offer to work with you and your staffs to make any necessary arrangements and assist in meeting logistics.

Thank you. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us).

Sincerely,

Richard Pucci, Chairperson  
Inyo County Board of Supervisors

## California

Amargosa tryonia  
American wolverine  
Ashy storm petrel  
Big Bar hesperian  
Black-footed albatross  
Brand's phacelia  
California golden trout  
Canary duskysnail  
Casey's June beetle  
Cinnamon juga  
Disjunct pebblesnail  
Flat-top pebblesnail  
Globular pebblesnail  
Goose creek milk-vetch  
Knobby rams-horn  
Lost Creek pebblesnail  
Mardon skipper butterfly  
Mohave ground squirrel  
Mojave fringe-toed lizard  
Mono Basin sage grouse  
Nevares Spring naucorid bug  
Nugget pebblesnail  
Orcutt's hazardia  
Oregon spotted frog  
Pacific fisher  
Potem pebblesnail  
Ramshaw Meadow sand-verberna  
Red Mountain buckwheat  
Red Mountain stonecrop  
San Bernardino flying squirrel  
San Fernando Valley spineflower  
Shasta chaparral  
Shasta hesperian  
Shasta sideband  
Shasta Springs pebblesnail  
Sierra Nevada mountain yellow-legged frog  
Siskiyou mariposa lily  
Siskiyou sideband  
Soldier Meadows cinquefoil  
Sprague's pipit  
Tahoe yellow cress  
Tehachapi slender salamander  
Tehamana chaparral  
Umbilicate pebblesnail  
Vandenberg monkeyflower  
Webber's ivesia  
Western fanshell

Western gull-billed tern  
Western yellow-billed cuckoo  
Wintu sideband  
Xantus's murrelet  
Yosemite toad

### **Nevada**

Amargosa tryonia  
Ash Meadows pebblesnail  
Bifid duct pyrg  
Big Warm Spring pyrg  
Blue Point pyrg  
Butterfield pyrg  
Camp Valley pyrg  
Churchill Narrows buckwheat  
Columbia spotted frog, Great Basin population  
Corn Creek pyrg  
Crystal springsnail  
Distal gland springsnail  
Duckwater pyrg  
Duckwater Warm Springs pyrg  
Elongate gland springsnail  
Elongate mud meadows pyrg  
Emigrant pyrg  
Fairbanks springsnail  
Flag pyrg  
Flat-topped steptoe pyrg  
Goose creek milk-vetch  
Grated tryonia  
Hardy pyrg  
Hubbs pyrg  
Lake Valley pyrg  
Landyes pyrg  
Las Vegas buckwheat  
Lockes pyrg  
Longitudinal gland pyrg  
Median gland Nevada pyrg  
Minute tryonia  
Moapa pebblesnail  
Moapa Valley pyrg  
Mono Basin sage grouse  
Mt. Charleston blue butterfly  
Neritiform Steptoe Ranch pyrg  
Northern leopard frog  
Northern steptoe pyrg  
Pahranagat pebblesnail

Point of Rocks tryonia  
Relict leopard frog  
Sierra Nevada mountain yellow-legged frog  
Soldier Meadows cinquefoil  
Southeast Nevada pyrg  
Southern Duckwater pyrg  
Southern steptoe pyrg  
Sportinggoods tryonia  
Spring Mountains pyrg  
Sterile Basin pyrg  
Sub-globose Steptoe Ranch pyrg  
Tahoe yellow cress  
Webber's ivesia  
Western yellow-billed cuckoo  
White River Valley pyrg



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

For Clerk's Use Only:  
AGENDA NUMBER

18

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

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

**FOR THE BOARD MEETING OF** January 21, 2013

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

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

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



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

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

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

**FROM:** Kevin D. Carunchio, County Administrator  
**FOR THE BOARD MEETING OF** January 21, 2013  
**SUBJECT:** Continuation of declaration of local emergency

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

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

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

20

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

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

**FOR THE BOARD MEETING OF** January 21, 2013

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

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

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



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 21

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

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

**FOR THE BOARD MEETING OF:** January 21, 2014

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - Request approval the minutes of the Board of Supervisors Meeting of January 7, 2014

**SUMMARY DISCUSSION:** - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at [www.inyocounty.us](http://www.inyocounty.us).

**ALTERNATIVES:** - Staff awaits your Board's changes and/or corrections.

**OTHER AGENCY INVOLVEMENT:** - n/a

**FINANCING:** n/a

**APPROVALS**

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____

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