

# 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.

**June 17, 2014**

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

### **CLOSED SESSION**

2. **PERSONNEL [Pursuant to Government Code §54957]** - Public Employee Performance Evaluation - Title – County Administrative Officer.
3. **CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code §54957.6)** – Instructions to Negotiators re: wages, salaries and benefits – Title: IHSS – Negotiators: Jean Turner, Director of Health and Human Services, Sue Dishion, Deputy Personnel Director, Employer of Records, Ann Parkinson Noda and Bill May.
4. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
5. **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 - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
7. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICPPOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
8. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

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

## **OPEN SESSION**

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

10. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
11. **PUBLIC COMMENT**
12. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

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

### **COUNTY ADMINISTRATOR**

13. **Emergency Services** – Request approval of a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the FY 2014 Homeland Security Grant Program Application."

### **HEALTH AND HUMAN SERVICES**

14. **Inyo First Five** – Request approval of the Contract between the County of Inyo and Northern Inyo Hospital for child health services in an amount not to exceed \$40,000 for the period of July 1, 2014 through June 30, 2015, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign.
15. **Social Services** – Request approval of the School Based Medi-Cal Administrative Activities Interagency Agreement between the County of Inyo and the Inyo County Office of Education for the period of July 1, 2014 through June 30, 2017, contingent upon the Board's adoption of future budgets; and authorize the LGA Coordinator, Ms. Denelle Carrington, to sign.
16. **Social Services** – Request approval of Amendment No. 2 to the Contract between the County of Inyo and Life Remedies and Celebrations, for In-Home Supportive Services (IHSS) Employer of Record services, extending the term of the Contract for two years to an ending date of June 30, 2016 and increasing the Contract amount by \$80,000 per year for a total amount of \$160,000 for the two year extension for a total contract amount not to exceed \$603,941, contingent upon the Board's adoption of future budgets, with possible termination during that time contingent upon the State's implementation of the restructuring of the IHSS Program; and authorize the Chairperson to sign.
17. **Social Services** – Request approval to pay County Welfare Directors Association of California (CWDA) dues for fiscal year 2014-2015 in an amount not to exceed \$15,397, contingent upon the Board's adoption of a FY 2014-15 budget.
18. **ESAAA** – Request approval of Contract #AP-1415-16 between the County of Inyo and the California Department of Aging for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$734,730 for the period of July 1, 2014 through June 30, 2015, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign the Standard Agreement, and the Contractor/Vendor Statement of Confidentiality (CDA 1024).

### **PUBLIC WORKS**

19. Request approval of a public utility easement for the installation of power lines for the County of Inyo Animal Shelter Project; authorize the Chairperson to sign; and authorize the Public Works Director to record the deed.

20. Request Board implement temporary no parking zones for the north and south shoulders of East Line Street/Poleta Road beginning at the Bishop Creek Canal and terminating approximately one-half mile east of Airport Road; the east and west shoulders of North Airport Road from the Intersection of East Line Street/Poleta Road to approximately one-quarter mile north; and the north and south shoulders of Wye Road easterly from Spruce Street to the west gate of the Bishop Airport from 12:00 noon through 10:00 p.m., July 4, 2014.

#### **SHERIFF'S DEPARTMENT**

21. Request Board A) approve the Dispatch 911 replacement and upgrade approved by the State of California on April 29, 2014, funded completely by the State of California (estimated to cost \$199,956.26) in an amount not to exceed \$218,000; B) declare Verizon Select Services as a sole-source provider of 911 dispatch services; C) authorize State approved contractor Verizon Select Services, Inc., to provide the Dispatch 911 replacement and upgrade compensated directly by the State of California; D) provide an unsigned purchase order in the amount of zero dollars to Verizon Select Services with the billing to the State of California, to comply with State Requirements; and E) provide additional unsigned purchase order(s) in the amount of zero dollars to various vendors with the billing to the State of California, to comply with State requirements to expend up to the remaining \$18,000 allotted by the State for various Dispatch 911 related items.

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

22. **COUNTY ADMINISTRATOR – Budget** – Request Board adopt the modified Fiscal Year 2013-2014 Board Approved Budget as the Preliminary Budget for Fiscal Year 2014-2015; and approve the fixed assets as recommended by staff. (4/5's vote required.)
23. **DISTRICT ATTORNEY** – Request Board A) authorize the acceptance of the Inyo County Justice Grant Anti-Drug Abuse Enforcement Team Program Grant in the amount of \$84,522 from the Board of State and Community Corrections for FY 2013-14; B) authorize the District attorney to sign any necessary documentation to accept and utilize the grant on behalf of the County; and C) amend the FY 2013-14 budget by replacing the current budget as follows: (a) increase estimated revenue in OES-DSTF Budget Unit 620313 – Federal Grants (*Revenue Code #4555*) by \$63,392; and (b) increase appropriations in OES-DSTF Budget Unit 620313, Internal Charges (*Object Code #5121*) by \$31,705; Cell Phone (*Object Code #5122*) by \$3,500; Maintenance of Equipment (*Object Code #5171*) by \$325; Office, Space & Rent (*Object Code #5291*) by \$18,819; General Operating Expense (*Object Code #5311*) by \$5,043; and Utilities (*Object Code #5351*) by \$4,000. (4/5's vote required.)
24. **PUBLIC WORKS** – Request Board ratify the Lease Agreement between the County of Inyo and Franz Properties for the property located at 126 N Washington St., Lone Pine, which include an initial term of three years with one year options to extend the Agreement at the initial lease fee of \$500, with the initial lease fee being subject to 3% annual increases; and authorize the Chairperson to sign.
25. **PUBLIC WORKS** – Request approval of the Contract between the County of Inyo and Wilder Barton for the operation of the Laws, Independence, and Lone Pine Town Water systems in an amount not to exceed \$564,000 for the period of July 1, 2014 through June 30, 2017, subject to funding availability and contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
26. **PLANNING** – Request Board review and approve the MOU between the BLM and the County of Inyo establishing Inyo County as a cooperating agency for the West Mojave Travel Management Plan Amendment and Supplemental EIS, and authorize the Chairperson to sign.
27. **COUNTY ADMINISTRATOR – Inyo Fish and Wildlife Commission** – Request Board amend the FY 2013-14 Fish and Game Budget Unit 024200 by increasing unanticipated revenue in Fines (*Revenue Code #4213*) by \$1,600 and increasing appropriations in General Operating (*Object Code #5311*) by \$1,600. (4/5's vote required.)
28. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue 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, as recommended by the County Administrator.

29. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
30. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.
31. **COUNTY ADMINISTRATOR - Emergency Services** – Request Board continue the local emergency, known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.
32. **CLERK OF THE BOARD** – Request approval of the minutes of the June 3, 2014 Board of Supervisors Meeting.

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

- 11:00 a.m. 33. **HEALTH AND HUMAN SERVICES** – Request Board A) conduct a workshop on Inyo County Growing Older Living With Dignity (IC GOLD) Program services; and B) provide direction to staff to proceed with preparing recommendations for any changes requiring Board action.
- 1:15 p.m. 34. **COUNTY ADMINISTRATOR – Library – Museum** - Request Board A) receive a presentation of options for restructuring Library and Museum services; and B) provide direction to staff to proceed with preparing recommendations for any changes requiring Board action.
- 3:00 p.m. 35. **PLANNING** – Request Board A) conduct a **public hearing** on General Plan Amendment 2013-03/Inyo County – 2014 General Plan Housing Element Update; B) adopt a resolution certifying that General Plan Amendment 2013-03/Inyo County does not require a Subsequent Negative Declaration of Environmental Impact and approving General Plan Amendment 2013-03/Inyo County – 2014 Update to the Housing Element; and C) direct staff to send to the California Department of Housing and Community Development for certification.
36. **PLANNING** – Request Board receive a presentation and review the Rural Desert Southwest Brownfields Coalition Area Wide Plan; and provide input on the plan, particularly for those sections pertaining to Inyo County.

**WORKSHOPS AND PRESENTATIONS** (To be considered at the Board’s convenience)

37. **COUNTY COUNSEL** – Request Board conduct a workshop on the Brown Act.

**CORRESPONDENCE - ACTION**

**BOARD MEMBERS AND STAFF REPORTS**

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

38. **PUBLIC COMMENT**

**CORRESPONDENCE - INFORMATIONAL**



**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:** Disaster Services

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT:** FY2014 Homeland Security Grant Program

**DEPARTMENTAL RECOMMENDATION:** Request Board approve a resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the FY2014 Homeland Security Grant Program Application."

**SUMMARY DISCUSSION:** The Department of Homeland Security is offering the FY2014 Homeland Security Grant Program (HSGP), to provide funding to build and sustain planning capabilities in support of the National Preparedness Goal and National Priorities. If awarded, these monies would be used to purchase equipment and provide training to strengthen the County's catastrophic planning capabilities.

In late 2005, the federal government resolved to streamline efforts for States and Urban Areas in obtaining resources that are critical to building and sustaining capabilities to achieve the Interim National Preparedness Goal and implement State and Urban Area Homeland Security Strategies. As a result, the Department of Homeland Security adopted a risk- and need-based approach to allocating future funding for certain programs within HSGP. Their aim is to allocate and apply these resources to generate the highest return on investment and, as a result, strengthen national preparedness in the most effective and efficient manner.

The State has informed each operational area of the amount that is available in grant monies; Inyo County has a potential allocation of \$94,045. The HSGP does not require a cash or in-kind match from the applicant. However, a requirement of the application process is for the governing body, the Board of Supervisors, to adopt a Resolution in support of applying for Homeland Security Grant monies.

**ALTERNATIVES:** Your Board could choose not to approve the Resolution, but this alternative is not recommended. The FY2014 HSGP monies would be a valuable resource to Inyo County and this grant does not require a cash or in-kind match from the County.

**OTHER AGENCY INVOLVEMENT:** City of Bishop and local Tribes.

**FINANCING:** If the grant application is approved, then a budget will be set up.

<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.)  <i>Margaret Kemp-Williams</i> Approved: <u>MKW</u> Date <u>06/02/2014</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  <i>Jim Shindel</i> Approved: <u>yes</u> Date <u>6/4/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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

Date: 06-09-14

**RESOLUTION NO. 2014-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE  
SUBMITTAL OF THE FY2014 HOMELAND SECURITY GRANT  
PROGRAM APPLICATION**

**WHEREAS** the need to enhance our emergency management system was recognized in the Governor's Executive Order (S-02-05) and demonstrated in the lessons learned from the Katrina and Rita disasters. The Homeland Security Grant Program provides an opportunity to achieve greater integration of these emergency management systems; and

**WHEREAS** the purpose of the Fiscal Year 2014 Homeland Security Grant Program (FY14 HSGP) is to support comprehensive emergency management at the state, tribal and local levels and to encourage the improvement of mitigation, preparedness, response and recovery capabilities for all hazards; and

**WHEREAS** the HSGP supports efforts for States and Urban Areas in obtaining resources that are critical to building and sustaining capability to achieve the Interim National Preparedness Goal and implement State and Urban Area Homeland Security Strategies; and

**WHEREAS** funds provided under the HSGP may, and should be used to support activities that contribute to the grant recipient's capability to strengthen, prevent, prepare for, mitigate against, respond to and recover from emergencies and disasters, whether natural or man-made and funding will be used to purchase equipment and provide training to strengthen the County's catastrophic planning capabilities; and

**WHEREAS** the State of California Emergency Services has indicated that \$94,045 may be available to the County in the FY14 Homeland Security grant monies; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Inyo County Board of Supervisors has reviewed and hereby approves application for State Homeland Security Program funding for approximately \$94,045; and

**BE IT FURTHER RESOLVED** that the Inyo County Administrative Officer is authorized and directed to act on Inyo County's behalf in all matters pertaining to this grant award and for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Inyo, State of California, this 17<sup>th</sup> day of June, 2014 by the following role call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST: Kevin D. Carunchio  
Clerk of the Board

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



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
14

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

**FROM:** HEALTH & HUMAN SERVICES – First 5 Inyo County

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT: Northern Inyo Hospital Special Grant 2014-15 Approval**

**DEPARTMENTAL RECOMMENDATION:**

Request Board approval of the contract between the County of Inyo and Northern Inyo Hospital for Child Health services in an amount not to exceed \$40,000 for the period of July 1, 2014 to June 30, 2015, contingent upon the approval of the FY 14/15 budget; and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The First 5 Inyo County Commission approved this grant not only because it delivers a bevy of much needed services to pregnant moms and their children, but also because it aligns with prioritized goals in our updated Strategic Plan. In our countywide 2014 Needs Assessment parents of young children identified the development of pregnancy preparation and breastfeeding supports as a top need in Inyo County. This program includes prevention material intended to help parents understand the purple period of crying and to reduce child abuse; to reduce factors contributing to SIDS and promote sleep safe habits; and ultimately the support to encourage and sustain breastfeeding, which has been proven to have a myriad of health benefits for both infants and mothers, even to the point of reducing the chances an infant will make an emergency visit to the ER in their first year of life by 70%.

**ALTERNATIVES:**

The Board could decide not to fund this grant approved by the Commission, which would mean that we would have to release another Request for Proposals and seek out partners to help us meet our goals. Also, it might mean a continued lack of pregnancy and breastfeeding support in Inyo.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

100% State Funding. This contract will be budgeted in the First 5 Budget (643000) in Professional Services (5265). No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>5/29/2014</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>5/29/2014</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>J</u> Date: <u>5/28/14</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

 6-4-14

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Northern Inyo Hospital  
FOR THE PROVISION OF Newborn Evaluation, Support, & Teaching (N.E.S.T.) SERVICES**

**TERM:**

**FROM:** July 1, 2014      **TO:** June 30, 2015

**SCOPE OF WORK:**

The Contractor shall provide Newborn Evaluation Support & Teaching (NEST) services as detailed in the attached Scope of Work (pages 9 & 10 from the grant proposal), and incorporated into this contract. Contractor shall perform the tasks listed in this plan no later than June 30, 2015 including the provision of participant intake forms, fiscal reports, and evaluation materials listed in the Scope of Work to the satisfaction of the First 5 Inyo County Commission.

All publicity and materials for the public produced pursuant to this agreement shall be submitted first to First 5 Inyo County for approval and shall include "Funded by First 5 Inyo County, a division of Inyo Health & Human Services" and/or the First 5 Inyo County logo.

The major services this contract addresses, and the ways they shall be measured, are:

1. Ordering materials and assembling resource bags to promote breastfeeding, to prevent child abuse, shaken baby syndrome, and SIDS, and to help expectant parents prepare for birth and delivery.

- # of resource bags distributed to parents
- # of First 5 Inyo new parent kits distributed to parents
- # and % of parent respondents who say the resource bags helped them establish healthy habits at 6-month follow-up survey
- # and % of parent respondents who say learning about purple period of crying and shaken baby syndrome increased their patience and endurance when their baby cried for prolonged periods at the 6-month follow-up survey
- # and % of patients who return for a post-partum visit within 48 hours of giving birth

2. Helping patients register for delivery, write a birth plan, and develop breastfeeding goals.

- # and % of patients pre-registered with birth plans versus emergency births that NIH serves
- # and % of patients who report breastfeeding at discharge, 1 months, 3 months, 6 months, and a year
- # and % of parent respondents who say that they received support to continue breastfeeding longer than they would've made it on their own in the 6 months follow up survey

3. Promoting the NEST services throughout Inyo County

- # of agencies throughout Inyo County who refer patients to NEST for breastfeeding or other supports



**FISCAL & PROJECT REPORTING**

Proposed Scope of Work

<b>TASKS CONTRACTOR SHALL ACCOMPLISH</b>	<b>MATERIALS CONTRACTOR SHALL PROVIDE</b>	<b>DUE DATE</b>
Meet with community partners to discuss overall breastfeeding plans in the community	2 OB unit RN's, 3 WIC leaders	February 18, 2014
Director of Nursing approval	2 RN's from OB unit, OB unit Manager, and Director of Nursing of Northern Inyo Hospital (NIH)	February 18, 2014
First 5 workshop	2 RN's from NIH, WIC representative	February 18, 2014
Meet with grant writer	OB unit manager, 1 OB Unit RN, NIH Grant Writer	February 19, 2014
Anticipated costs and statistics needed for grant	2 OB Unit RN's, NIH Grant Writer	February 24, 2014
Grant 95% written	2 OB Unit RN's, NIH Grant Writer	February 27, 2014
Cost approval from Director of Nursing	2 OB Unit RN's, NIH Director of Nursing	February 27, 2014
Grant 100% completed, packets prepared for board meeting proposal	2 OB Unit RN's, NIH Grant Writer	March 3, 2014
Obtaining letters of support	Owens Valley Women's Health and Pediatric offices letters of support	March 3, 2014
Breastfeeding Conference	1 OB Unit RN will attend a conference on "Keys to Increasing Breastfeeding Success" in Orange, Ca. RN paying for the conference and travel expenses out of pocket	March 8, 2014
NIH board meeting for approval of proposed grant and program	NIH Board of Directors, 2 OB Unit RN's, Grant Writer, OB Unit manager	March 12, 2014
Application of Grant to First 5 submitted	Completed grant turned into First 5 by 1 or 2 OB unit RN's	March 14, 2014
Commission Meeting to Vote on Proposals	2 OB unit RN's, Inyo County Commissioners	April 3, 2014
Creation of a template for documentation and personalized feeding care plans	Working with hospital clinical informatics group to develop a standardized way of charting	May 1, 2014
Interpretation of documents into Spanish	NIH interpreter to translate and approve all marketing strategies and educational materials	June 1, 2014
All materials ordered for program	Baby scale, birthing prep and breastfeeding videos,	July 1, 2014



	demonstration doll for breastfeeding, breastfeeding pillow, Halo safe sleepers, DVD on infant cries, canvas bag for distribution of gifts for parents, Medication's and Mother's milk book, Educational posters and handouts, Changing table, Bili scanner	
Promotional pamphlets placed in OBGYN's, PEDS, WIC, and Toiyabe offices. Marketing strategies to begin: Newspaper ad, radio spots, signage, brochures, and graphic design logo.	2 OB unit RN's with the assistance of a unit clerk will create a pamphlet to give to future patients and increase awareness of the new program	August 1, 2014
The NEST open to see patients	Patients will make an appointment to see outpatient perinatal RN in third trimester to receive patient specific birthing education, an OB unit tour, pre-register for delivery day, develop birthing and breastfeeding goals. Post partum visit- 1 RN available to see all infants discharged within 24-48 hours after discharge.	September 1, 2014
RN Education for IBCLC	2 RN's to dedicate 2 quarters of their time in addition to working full time to complete the required course to sit for IBCLC exam certification in July 2015	September 1, 2014
Measureable Outcomes and metrics	Data collection of breastfeeding rates, amount of patients who came for the prenatal appointment as well as follow up appointment, any patient feedback received since the start of the program.	June 30, 2015
Reimbursement request	NIH will supply all receipts and invoices for work done on project to First 5	June 30, 2015
Final Report	NIH will compose final report on success or failure of project	June 30, 2015

Northern Inyo Hospital has established a new payroll code to track the staff time associated with this project.

Northern Inyo Hospital anticipates no problems with meeting the reporting requirements and formats.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Northern Inyo Hospital  
FOR THE PROVISION OF Newborn Evaluation, Support, & Teaching (N.E.S.T.) SERVICES**

**TERM:**

**FROM:** July 1, 2014                      **TO:** June 30, 2015

**SCHEDULE OF FEES:**

For services satisfactorily rendered, and upon receipt of semester invoices as required, the County agrees to compensate the Contractor for expenditures incurred from July 1, 2014 to June 30, 2015 in an amount not to exceed \$40,000.

Actual program and equipment costs are to be invoiced to First 5 Inyo County after service delivery on a semester basis on the last day of each month listed below, and indirect costs are not to exceed 15% of the total contracted amount. Expenditures should not deviate from the proposed budget categories - approved by the First 5 Inyo Commission on April 3, 2014 and attached to this contract - by more than \$1,000 without express written approval from the Commission.

Notwithstanding paragraph 3.E. Billing and Payment, semester invoices with attached expenditure spreadsheets and related evaluation materials should be received by First 5 Inyo no later than 15 days after the due dates listed below. In the event that invoices or evaluation materials are not forthcoming in that time period, the Commission retains the right not only to withhold payment until satisfactory receipt and review of those materials has taken place, but also to automatically decrease the allowable expenditure grant total by 3 % for every 30 days that those materials remain outstanding for the term of the grant.

The Contractor is also required to send at least one representative to attend a brief fiscal and evaluation training in either Lone Pine or Bishop in June 2014 before the term of the contract begins.

Semester Invoice Period:	Late After:
July 1, 2014 to Dec. 31, 2014	January 15, 2015
Jan. 1, 2015 to June 30, 2015	July 15, 2015

## NIH 2014-15 Special Grant Budget

GENERAL	BUDGET	SEMESTER 1		SEMESTER 2		TOTALS
		1 Quarter	2 Quarter	3 Quarter	4 Quarter	
<b>PERSONNEL</b>	<b>1,604</b>					
New Hire Training Wages	1,604					
<b>EDUCATION</b>	<b>9,660</b>					
Lactation educator course	4,170					
Lactation consultant course	2,490					
Onsite Lactation site trng	3,000					
<b>SUPPLIES</b>	<b>20,236</b>					
DVDs	2,820					
Breastfeeding Supplies	1,230					
Birth Prep Supplies	670					
Prevention Kit Supplies	4,285					
General Medical Supplies	11,231					
<b>TRAVEL</b>	<b>2,000</b>					
Onsite IBCLC visit & training	2,000					
<b>MISCELLANEOUS</b>	<b>6,500</b>					
3rd Phase BF Certification	3,000					
Marketing/promotions	3,500					
<b>TOTALS</b>	<b>40,000</b>					



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  15
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT: School Based Medi-Cal Administrative Activities (SMAA) Interagency Agreement 2014-2017**

**DEPARTMENTAL RECOMMENDATION:**

Request that your Board approve the School Based Medi-Cal Administrative Activities (SMAA) Interagency Agreement between the County of Inyo and the Inyo County Office of Education for the period of July 1, 2014 through June 30, 2017, contingent upon the adoption of future budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Inyo County Office of Education as the Local Educational Agency (LEA) has the option to claim School Based Medi-Cal Administrative Activities (SMAA) funds through San Bernardino as the Local Educational Coordinator or through the Local Government Agency (LGA). The Inyo County Office of Education has opted to claim SMAA through the LGA, the County of Inyo. This agreement is an extension of the previous agreement that expires June 30, 2014.

Each claim that is reimbursed to the LEA comes through the LGA for payment. Each payment will have 4% withheld for the following purpose: 2% is withheld to cover the LEA's portion of the required Department of Health Care Services (DHCS) participation fee that is billed annually to the LGA, and the additional 2% is withheld to cover the LGA's administrative time in accepting the claim from the LEA and submitting the claim for payment to DHCS. This 4% withholding is not eligible for reimbursement through the SMAA claim. The 4% that is withheld is brought into the Health budget (045100) annually to offset the above mentioned costs.

This agreement establishes a means of claiming Title XIX federal financial participation (FFP) for administrative costs necessary for the proper and efficient administration of the Medi-Cal programs set forth in Welfare and Institutions (W&I) Code Section 14132.47.

**ALTERNATIVES:**

Your Board could choose not to approve the Department's recommendation. Without an interagency agreement, the Office of Education could not claim Title XIX funds through the LGA, the County of Inyo.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Office of Education

**FINANCING:**

The 4% being withheld from the LEA's claim will be brought into the Health Budget (045100). 2% of the withholding will be used to assist in the payment of the annual participation fees to DHCS, in the Health Budget (045100) and the other 2% will be used to offset staff time for Administrative duties related to SMAA billing.

**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: <u>yes 5/12/2014</u> 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>  5/29/2014 Approved: <u>yes</u> Date:
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>J 4/25/14</u> Date:

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 5-30-14

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
INTERAGENCY AGREEMENT 2014 - 2017**

It is agreed by Inyo County Office of Education, as the Local Educational Agency (LEA) and Inyo County, acting as the Local Governmental Agency (LGA) for Inyo County, as follows:

**RECITALS**

1. This Agreement is entered into by the LGA and LEA to establish a means of claiming Title XIX federal financial participation (FFP) for administrative costs necessary for the proper and efficient administration of the Medi-Cal Program as set forth in Welfare and Institutions (W&I) Code Section 14132.47.
2. Inyo County is the LGA for Inyo County and has an agreement with the Department of Health Care Services (DHCS) to allow School-Based Medi-Cal Administrative Activities (SMAA) claiming.
3. The parties make this Agreement to ensure coordination among LEA, LGA and DHCS as set forth below.

**AGREEMENT**

1. LGA RESPONSIBILITIES.

- A. Process LEA claims for reimbursement of the allowable actual costs of performing SMAA necessary for the proper and efficient administration of the Medi-Cal Program. The costs may include the expenses of staff, and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the activities outlined in this Agreement, and in accordance with DHCS directives and policy and Procedure letters. Reimbursement shall be made subsequent to the quarter for which a claim for Medi-Cal administrative activities is made and after the LGA receives claim reimbursement from the State.
- B. Review, and process LEA claims. Any claim that cannot be approved shall be returned to the LEA with a written explanation of the basis for disapproval.
- C. Designate a liaison with the LEA for issues regarding this Agreement. All such issues shall be directed to:

MAA/TCM Coordinator  
Inyo County Office of Education  
Sue Kinney  
164 Grandview Drive  
Bishop, California 93514

- D. Comply with responsibilities outlined under Exhibit A, incorporated herein by reference.

2. LEA RESPONSIBILITIES.

- A. Maintain the LGA as its avenue for processing SMAA claims arising during the term of this Agreement.
- B. Cooperate with the LGA and its subcontractors, DHCS and federal officials in administering the SMAA program, including, but not limited to, all reviews and audits.
- C. For a minimum period of three years after the claim submittal or revision, or if an audit is in process, three years after the completion of the audit, retain SMAA records which disclose the type, and extent of SMAA performed by staff and the costs for such staff. Maintain files that are consistent with procedures outlined by DHCS and the LGA and ensure that audit files are kept current.
- D. Account for the activities of staff conducting SMAA activities in accordance with the provisions of W & I Code 14132.47 via the state-approved time survey instrument.
- E. Ensure all participating LEA staff claiming reimbursement through Title XIX Medical administrative claiming are scheduled and available for SMAA time survey training and kept informed of applicable SMAA information and requirements for claiming.
- F. Account for any claimed costs resulting from data provided for time survey participants, any direct charges or the development of transportation rates.
- G. Ensure no duplicative billings.
- H. LEA will submit to LGA quarterly invoices directly, or through a billing vendor under contract with the LEA. The LEA must submit its completed invoices, either directly, or through a billing vendor under contract with the LEA, in an LGA -approved format directly to LGA within twelve (12) months after the end of each quarter.
- I. Certify the non-federal match for Title XIX funds claimed for SMAA activities conducted by LEA. Certification will be made on the claiming grid for each quarterly invoice submitted through LEC to DHCS for payment.
- J. Designate an LEA employee to act as local LEA SMAA Coordinator and liaison with LGA.
- K. Comply with all the applicable laws governing the confidentiality of client information, for clients served under this Agreement. Applicable laws include, but are not limited to, 42 USC Section 1320c-9, 42 CFR Section 41,300, Welfare and Institutions Code, Section 14100.2 and 22 CCR Section 51009.

- L. The LEA shall be responsible for determining appropriate methodologies to compute the percentage of Medi-Cal recipients in the district or claiming unit on a quarterly basis.
- M. Comply with responsibilities outlined under Exhibit B, incorporated herein by reference.

3. FEES

- A. DHCS Participation Fee to LGA to allow SMAA claiming. In order to participate in SMAA claiming, the LGA has executed an agreement with DHCS. DHCS requires the LGA to pay to DHCS a participation fee, which historically has totaled approximately 2% of LGA claiming each year. The LGA shall retain a sum equal to two percent (2%) of the LEA's reimbursement to cover this State expense to the LGA. LEA's proportional share of the DHCS Fee is not a cost for which the LEA may seek reimbursement.
- B. LGA Contract and Administrative Fee. The LGA shall retain a "Contract and Administrative Fee" to cover administrative expenses related to processing and administering SMAA claiming for the LEA. The LGA shall retain a sum equal to two percent (2%) of the LEA's reimbursement. The LGA Contract and Administrative Fee is not a cost for which the LEA may seek reimbursement.
- C. Vendor Training, Analysis and Invoice Fees. LEA shall be financially responsible for any vendor training, analysis and/or invoice fees, if applicable, which would be outlined through an LEA-vendor agreement. Fifty (50%) percent of these fees are recoverable within the invoice and will be included into the appropriate quarterly invoice. Vendor fees shall be included in the claiming unit invoice for the quarter in which the services were paid.

Records and Payment of Fees

Before disbursement to LEA, LEA agrees that LGA shall 1) deduct LGA participation and administrative fees from LEA's SMAA reimbursement as provided above.

- A. In the event DHCS disallows a disbursement previously made based upon LEA's SMAA invoices 1) LEA shall not be entitled to a reimbursement of LGA fees except to the extent the disallowance is the result of LGA's error and LGA is unable to correct the error, 2) LEA shall be solely responsible for repayment of disallowed SMAA reimbursements and, (3) except to the extent the disallowance is the result of LGA's error and LGA is unable to correct the error, LEA shall be solely responsible for interest and other charges, if any, on the disallowed reimbursements.

- B. The LGA, in its discretion, may deduct from LEA's subsequent SMAA reimbursements, if any, a sum equal to the disallowed SMAA reimbursement(s), plus any related interest and charges, for repayment purposes.
4. TERMS/TERMINATION. This Agreement shall apply to any SMAA claims arising during the period beginning July 1, 2014, and ending June 30, 2017.
- A. Either party may terminate this Agreement by giving ninety (90) calendar days written notice to the other party.
- B. If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, District shall be entitled to receive payment for all services satisfactorily rendered to the date of termination.
5. PROTECTION OF CONFIDENTIAL INFORMATION. Consistent with applicable law each party shall safeguard and keep confidential all pupil records and other confidential information and shall not disclose, use, or copy the same except as necessary to perform its obligations hereunder. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors. Each party shall execute other documents as necessary to comply with applicable confidentiality laws.
6. ACCURACY OF DATA. LEA shall be responsible for providing accurate, complete data in a timely fashion. The LGA shall not be responsible for any delays or failures to prepare claims due to LEA's failure to provide accurate, complete, or correct data.
7. INSURANCE. Both LGA and LEA will insure their activities either through a self-insurance program, policy of insurance, or a combination of self-insurance and policy of insurance.
- A. A Public Liability Insurance. If an insurance policy is utilized, general comprehensive public liability insurance encompassing personal injury and replacement value property damage insurance shall be provided in an amount not less than \$1,000,000 combined single limit personal injury and property damage for each occurrence.
- B. Endorsements. If a policy of public liability insurance is utilized as specified above, it shall be endorsed with the following specific language:
- Each party is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Agreement.

The Public Liability Policy specified above shall be endorsed with the following specific language:

- (1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.
- (2) The insurance provided is primary and no insurance held or owned by LGA shall be called upon to contribute to a loss.
- (3) Coverage provided by this policy shall not be reduced or be canceled without a thirty (30) day written notice given by certified mail.
- (4) The certificates must state that the insurance is under an occurrence based, and not a claims-made, policy (policies).

C. Documentation. Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy shall be submitted to each party and approved prior to receipt of the notice to proceed.

D. Workers' Compensation Insurance. Before educational services commence, the parties shall furnish to each other satisfactory proof that all employees have, for the period covered, full compensation insurance and Employer's Liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the parties for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Act of the Legislature of the State of California, known as the "Workers' Compensation and Insurance and Safety Act," approved May 6, 1913, and all Acts amendatory or supplemental thereto. Such insurance shall be maintained in full force and effect during the period covered by the Construction Agreement. In the event either party is self-insured, it shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

8. INDEMNITY. LEA shall assume the defense of, indemnify, and save harmless LGA, the County of Inyo, each member of the Board, and their officers, agents and employees from all claims of any kind arising out of the intentional or willful misconduct or negligent acts, errors, or omissions of the LEA or LEA's agents or employees in the performance of this Agreement. This indemnification obligation is not limited in any way or by any limitation on the amount or type of damages or compensation payable to the Indemnities, or any of them under workers' compensation acts, disability benefits acts, or other employee benefits acts. This indemnification obligation survives the performance of services under this Agreement or any termination under the provisions of this Agreement.

The LGA shall assume the defense of, indemnify, and save harmless LEA, the LEA's Governing Board, each member of the Board, and LEA's officers, agents and employees from all claims of any kind arising out of the intentional and willful misconduct or negligent acts, errors, or omissions of the LGA or LGA's agents or employees in the performance of this Agreement. This indemnification obligation is not limited in any way or by any limitation on

the amount or type of damages or compensation payable to the Indemnities, or any of them, under workers' compensation acts, disability benefits acts, or other employee benefits acts. This indemnification obligation survives the performance of services under this Agreement or any termination under the provisions of this Agreement.

9. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS. All notices, bills and payments shall be made in writing and may be given by personal delivery or by U.S. mail, postage prepaid. Notice, bills and payments sent by mail shall be addressed as follows:

LGA: MAA/TCM Coordinator  
Inyo County Health and Human Services Agency  
Denelle Carrington  
P. O. Drawer H  
Independence, California 93526

10. MERGER. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
11. NONDISCRIMINATION. The parties hereto shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment and the provision of services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
12. LEGAL REPRESENTATION. Each party is advised that it may seek independent legal counsel to review this Agreement on its behalf.

WHEREFORE, the parties named above agree as stated above.

**Inyo County - LGA**

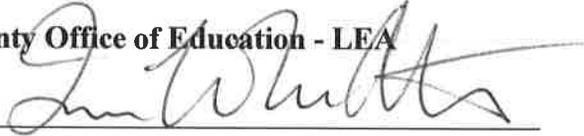
By: \_\_\_\_\_

By: Denelle Carrington

Title: LGA Coordinator

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

**Inyo County Office of Education - LEA**

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

By: Dr. Terence K. McAteer

Title: Superintendent

Date: 4/2/14

**EXHIBIT A**  
**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)**  
**INTERAGENCY AGREEMENT**

**LOCAL GOVERNMENTAL AGENCY (LGA) RESPONSIBILITIES**

**Information Flow**

- Receive and review all SMAA related correspondence, including information and policy directives from the Department of Health Care Services (DHCS) and information from the LGA Consortium Consultant.
- Ensure that pertinent information is forwarded to SMAA Coordinators in a timely manner.
- Respond promptly to requests for information from DHCS or from the LGA Consortium Consultant.
- Ensure that all SMAA program related correspondence directed to and sent from the LEAs is routed through the LGA.
- Inform the LGA Consortium Consultant of changes in LGA contact information.
- Represent the LEA in communication with DHCS for approvals and invoice payments.

**Program Policy**

- Explain SMAA policies and program requirements
- Assist LEA Coordinator with compliance.
- Actively participate in policy discussion and provide input for decision making and problem resolution through the state LGA Consortium and related Work Groups.
- Inform the DHCS about regional SMAA issues requiring policy clarifications.

**Training and Technical Assistance**

- Attend statewide SMAA training sessions conducted by the DHCS, the LGA Consortium, Local Educational Consortium, and DHCS contractors, including training sessions on LEA SMAA Billing.
- Develop, arrange and ensure the provision of local trainings for the LEA in a timely manner to maintain compliance with SMAA policies and program requirements.
- Provide regular SMAA billing updates to LEA SMAA Coordinators and fiscal staff through county meetings and email communication.
- Identify areas for LEA training needs within the region. Ensure regional training or local technical assistance is provided when necessary.

**Review and Coordination of Program Required Documents**

- Collaborate with each LEA in the operational plan development, time survey reviews and audit binder compliance.
- Maintain compliance with LGA/DHCS SMAA Contracts, Host County/LGA Agreements and Participation Fee payments, etc.
- Ensure the processing of LGA/LEA subcontractor agreements.
- Oversee the preparation and timely submittal of SMAA Invoices. Review claims so as not to duplicate reimbursements received from other payment mechanisms.
- Develop, establish, and maintain SMAA program monitoring procedures, information, and documents.

**EXHIBIT B**  
To  
SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)  
INTERAGENCY AGREEMENT

**SMAA LEA COORDINATOR RESPONSIBILITIES**

- LGA SMAA program marketing, development and coordination with administration, participating staff, LEA billing contractors.
- Participate in all state mandatory time survey trainings, and LGA Coordinator trainings and meetings.
- Ensure local staff participating in time surveying participate in annual trainings.
- Be actively involved in the preparation, review, and timely submission of program-required documents including SMAA Operational Plans, SMAA Contracts, and SMAA Invoices.
- Oversee the preparation of SMAA invoices, ensuring that claims do not duplicate reimbursements received from other payment mechanisms and that invoices are submitted in a timely manner.
- Monitor district time surveying and ensure compliance with applicable laws and regulations.
- Work with LEA groups and community organizations serving district students to ensure compliance with SMAA time surveying.
- Establish and maintain appropriate audit files/systems.
- Receive and review all SMAA-related correspondence, including information and policy directives from the LGA and the Department of Health Care Services (DHCS).
- Ensure pertinent information is forwarded to appropriate program/staff in a timely manner.
- Facilitate relationships and network with the programs/staff participating in SMAA.
- Respond promptly to requests for information from the LGA and DHCS.
- Inform the LGA of changes in SMAA Coordinator information.
- Participate in policy discussion and provide constructive input for decision-making and problem resolution through the LGA.



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

For Clerk's Use Only:  
AGENDA NUMBER  
16

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

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

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT:** Contract Amendment Number Two (2) for Life Remedies and Celebrations

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve Amendment Two (2) to the contract with Life Remedies and Celebrations for an extension of In-Home Supportive Services (IHSS) Employer of Record services, for an additional annual amount of \$80,000 totaling a maximum of \$160,000 for two years, for a total contract amount not to exceed \$603,941, and extend the term of the Contract from an ending date of June 30, 2014 to June 30, 2016, contingent upon the adoption of future budgets, with the possible termination during that time contingent upon the State's implementation of the restructuring of the IHSS program, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The IHSS program is required by California law to have an "Employer of Record" for bargaining purposes for IHSS providers of in-home services to clients. These providers are hired by the clients; County Social Workers authorize the number of hours a provider may work based on an individual client's need. A registry of potential providers and the management of training and bargaining issues are managed by our contractor, Life Remedies and Celebrations (LRC). Originally, LRC was chosen as the successful respondent to a Request for Proposals to provide IHSS Employer of Record services, during which time the State has had protracted discussions about the State taking over the IHSS Employer of Record tasks. LRC has continued to maintain a presence in Inyo County and has demonstrated the type of experience needed to provide excellent service on behalf of Inyo County. Given the State's continued plan to bring the entire IHSS program into managed care and eliminate the need for local Employers of Record (after the State takes over that function), HHS is requesting to simply extend the existing contract for two additional years, with the usual early termination language in the event the such early termination becomes necessary. This proposed contract extension also would allow the existing, knowledgeable contractor to work with County staff to ensure a smooth transition of the program to the State, and would eliminate possible additional transitions (to a potential new Employer of Record) for clients and providers.

**ALTERNATIVES:**

Your Board could require staff to produce a new Request for Proposals select an Employer of Record contractor for a period of 12-24 months before those services are terminated.

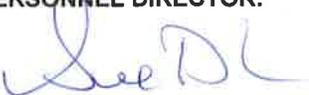
**OTHER AGENCY INVOLVEMENT:**

State of California, United Domestic Workers

**FINANCING:**

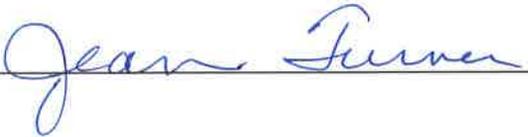
Federal, State funds and County Social Services Realignment in an amount of \$18,841.00 annually. This contract would be budgeted in Social Services (055800) in Support and Care (5501). No County General Funds.

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>5/9/2014</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)   Approved: <u>yes</u> Date: <u>5/9/2014</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>6/1/14</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 Date: 6-4-14

**AMENDMENT NUMBER 2 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Life Remedies and Celebrations**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Life Remedies & Celebrations, of Corning, CA  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated April 14, 2009, on County of Inyo Standard  
Contract No. 116, for the term from July 1, 2009 to June 30, 2014.

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

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

County and Contractor hereby amend such Agreement as follows:

Section 2 (Term) of the contract is replaced with the following:

The term of this Agreement shall be from July 1, 2009 to June 30, 2016 unless sooner terminated as provided below.

The first sentence of Paragraph 3.D Limit upon amount payable under Agreement shall be amended to read as follows:  
The total sum of all payments made by the County to Contractor for services and work performed under this  
Agreement shall not exceed \$603,941 (hereinafter referred to as "contract limit").

Attachment B (Schedule of Fees) shall be amended to read as follows:

The total cost of services stated in Attachment A for the contract period of July 1, 2009 to June 30, 2016 shall be  
\$603,941. The annual amounts are as follows: FY 2009/2010 = \$94,647; FY 2010/2011 = \$94,647; FY 2011/2012 =  
\$94,647; FY 2012/2013 = \$80,000; FY 2013/2014 = \$80,000; FY 2014/2015 = \$80,000; FY 2015/2016 = \$80,000

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Life Remedies and Celebrations  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By: Rachelle Anne Parkinson-Nada  
Signature

Rachelle Anne Parkinson-Nada  
Type or Print

Dated: 5/5/14

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Life Remedies and Celebrations FOR THE PROVISION OF  
IHSS Employer of Records SERVICES**

**TERM:**

**FROM: 7/1/2009            TO: 6/30/2012**

**SCOPE OF WORK:**

Contractor will act as the non-profit consortium employer of record for Inyo County In-Home Supportive Services (IHSS) providers for the purposes of collective bargaining over wages, hours, and other terms and conditions of employment and other related activities, including, but not limited to:

- Assistance to recipients in finding IHSS providers through establishment and maintenance of a registry.
- Investigation of the qualifications and backgrounds of potential providers.
- A referral system under which IHSS shall be referred to recipients.
- Training for providers and recipients.
- Ensure that the requirements of all relevant laws and regulations are met.

More specifically, the Contractor will provide the following:

**Labor Negotiations**

1. Provision of all IHSS labor relations activities on behalf of Inyo County including but not limited to acting as spokesperson on behalf of and under the direction of the Inyo County Board of Supervisors, or their designee, in IHSS provider wage and benefit negotiations; analyses of Union proposals; preparation of counter proposals and provision of negotiations of final proposals; report regularly to the Health and Human Services (HHS) Director and to the County Administrative Officer (CAO) and/or their designees on the status of negotiations.
2. Analysis, interpretation and explanation of provisions of labor agreements, labor law and governing entity policies and procedures regarding labor relations.
3. Provision of advice and consultation on all matters relating to IHSS labor negotiations.
4. Obtaining and analyzing salary and other compensation information from comparable agencies.

5. Calculation of anticipated cost impact to the county to implement any recommended changes in salary and benefits, as well as impact of non-economic changes in terms and conditions of employment.
6. Presentation of a recommended IHSS labor contract to the Inyo County Board of Supervisors.
7. Preparation and presentation of the case in any administrative hearings in matters such as grievances, complaints and disciplinary actions.
8. As directed by the CAO or HHS Director, Contractor will perform research relating to labor relations and human resource matters.
9. Contractor shall review and analyze proposed legislation, relevant to IHSS, to determine the effect on county operations, finances and labor relations/human resources.

#### **Administrative Rate**

Contractor shall develop an administrative rate for approval by the Inyo County Board of Supervisors, and shall facilitate State approval of any rate changes by attending and negotiating at administrative rate meetings in Sacramento, California.

#### **Registry**

Contractor shall receive and maintain the existing registry in collaboration with the HHS Department. Contractor may contract with a local nonprofit corporation or other entity to provide the registry service. Contractor shall:

1. Maintain an automated registry.
2. Prepare any agreements with partners.
3. Prepare a cost analysis and budget for any subcontractor maintaining the registry.

#### **Training**

Contractor will provide both consumer and provider training. Contractor will work collaboratively with the HHS Department in developing curriculum that will address quality of services to consumer and assistance to the consumer in supervising the provider.

#### **Coordination with the County of Inyo**

1. Contractor will regularly and on an on-going basis solicit input from the HHS Director, appropriate HHS managers, supervisors, staff and consumers regarding provider training and the registry.
2. Contractor will remain in regular contact with the CAO and/or his designee with regard to labor negotiations and County policies with respect to wages and benefits. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits or policy will be authorized by the CAO before being presented by the Contractor.
3. Contractor will regularly brief the CAO and/or his designee on labor negotiations, rationale behind wages, benefits, or policy strategy negotiations, and any proposed policy changes.

### **Reports**

Contractor will provide and maintain a continuing database of the IHSS services provided pursuant to law and regulation. Contractor will submit quarterly and/or annual reports, which will include, but not be limited to:

1. Total clients serviced
2. Number of providers per client
3. Provider hours
4. Number of providers on registry
5. Cost of services per client
6. Wages and benefits paid to providers
7. Total cost to the County for services
8. Number of providers trained
9. Complaint log, and problem resolution actions
10. Annual nonprofit itemized budget
11. A list of quarterly expenditures itemized to budget line item (with year to date column)
12. An annual certificate of insurance naming the County of Inyo as an additional insured, and proof of IRS nonprofit status.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Life Remedies and Celebrations FOR THE PROVISION OF  
IHSS Employer of Records SERVICES**

**TERM:**

**FROM: 7/1/2009**

**TO: 6/30/2012**

**SCHEDULE OF FEES:**

The total cost of services stated in Attachment A for the contract period of July 1, 2009 to June 30, 2012 shall be \$283,941.00. The annual amounts are as follows:

FY 2009/2010 = \$94,647.00

FY 2010/2011 = \$94,647.00

FY 2011/2012 = \$94,647.00



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
17

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

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

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT:** Approval to Pay Association Dues

**DEPARTMENTAL RECOMMENDATION:**

Request approval to pay County Welfare Directors Association of California (CWDA) dues for fiscal year 2014-2015 in an amount not to exceed \$15,397, contingent upon the Board's adoption of the FY 2014/15 budget.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual dues. The 2014-2015 amount is \$733 more than prior year's dues. CWDA, the association of Social Services Directors (a.k.a. Welfare Directors), is staffed by a very sophisticated team that works closely with CSAC to ensure education of legislators, advocacy with statewide stakeholders, and fiscal advocacy with the State for County-administered Social Services programs and budgets. In Inyo County those programs include the following:

All Social Services (CalWORKS/TANF services, Medi-Cal, CalFresh, Child Welfare Services, Foster Care Licensing and Services, Family Day Care Licensing, Child Abuse Prevention, Wraparound Intensive Services, Adult Protective Services, In-Home Supportive Services)

Foster Care Administration

Temporary Assistance to Needy Families Administration

Disaster-Related Shelter/Evacuation Care staff costs

Oversight of Matching Realignment Funds for California Children's Services

Local administration of Workforce Investment Act, General Assistance, and County Medical Services Program (CMSP)

Most of the Social Services programs have both federal and state laws, regulations and budget controls, with varying cost sharing ratios and/or matches required. The fiscal and political context for social services is ever-changing. Client advocacy and poverty law groups abound both nationally and statewide. CWDA is a highly effective organization, bringing needed resources – especially for small counties – to tracking legislation and litigation as they impact local county issues, monitoring cost shifting to counties, coordinating closely with CSAC to ensure unity of positions on issues, and assisting counties in general service implementation concerns.

Additionally, Social Services administrative funding provides an overarching funding structure for our Health and Human Services Department that assists in reducing administrative costs in other budgets, such as senior programs and Public Health.

**ALTERNATIVES:**

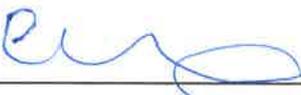
CWDA probably will continue to function even if Inyo does not pay its dues, at least for now.

**OTHER AGENCY INVOLVEMENT:**

All of California's County Social Services programs

**FINANCING:**

Federal funds plus a 15% County share of approximately \$2,300 paid out of Social Services Realignment. This expense will be budgeted in Social Services (055800) in General Operating (5311).

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>Gjes</u> Date: <u>5/29/2014</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Jean Turner Date: 5-30-14



**CWDA**

May 12, 2014

**INVOICE**

**Bill to:** Jean Turner, Director  
Health and Human Services Department  
Inyo County  
163 May Street  
Bishop, CA 93526

**EXECUTIVE COMMITTEE**

**President**  
Susan von Zabern, Riverside County

**Vice President at Large**  
Barry Zimmerman, Ventura County

**Executive Officer**  
Charlene Reid, Tehama County

**Secretary/Treasurer**  
Lori Cox, Alameda County

**Vice President of Administration**  
Trent Rhorer, San Francisco County

**Vice President of Program**  
Howard Himes, Napa County

**Vice President of Services**  
Kelly Woodard, Madera County

**Los Angeles County Representatives**  
Sheryl Spiller, Department of  
Public Social Services

Philip Browning, Department of  
Children & Family Services

**Twenty Small Counties Representatives**  
Elizabeth Kelly, Colusa County  
Eric Nielson, Lassen County

**Legislative**  
Kathy Gallagher, Contra Costa County

**Fiscal**  
Linda Haugan, San Bernardino County  
Bruce Wagstaff, Santa Clara County

**EXECUTIVE DIRECTOR**  
Frank Mecca, CWDA

County Fee for Fiscal Year  
July 1, 2014 - June 30, 2015

**Total Amount Due            \$15,397**

Please remit to address below. Thank you.

INVOICE NO: 14 MAY 16 PM 11:48



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

For Clerk's Use Only: AGENDA NUMBER  18
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- Consent Hearing  
 Scheduled Time for  
 Departmental  
 Correspondence Action  
 Closed Session  
 Public  
 Informational

**FROM:** HEALTH & HUMAN SERVICES, ESAAA

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT:** Approval of the Standard Agreement for Contract Number AP-1415-16 between California Department of Aging and County of Inyo

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve contract #AP-1415-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$734,730 for the period of July 1, 2014 through June 30, 2015, and authorize the Chairperson to sign the Standard Agreement (STD 213), and the Contractor/Vendor Statement of Confidentiality (CDA 1024), contingent upon the Board's adoption of the FY 14/15 budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This contract is a standard State Contract with total annual funding of \$734,730. This amount is actually \$35,007 more than the previous year. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going. Of the \$734,730, a portion of the funding will be allocated to Mono County to provide their services to seniors. Inyo County's portion will be \$659,854 and Mono's share will be \$74,876.

In FY 14/15 the State restored all of the federal restoration cuts that were passed onto the Counties in the previous year and restored much needed nutrition funding. Additionally, due to the restoration of the federal funding, there will not be Special Nutrition Funds allocated this year, as the allocations have been restored. Also, in FY 13/14 there were two CDA contracts, a 3 month and 9 month. In FY 14/15 CDA has gone back to one contract for the fiscal year, relieving administrative time in not having to create two budgets, and two closeouts.

The total twelve months of funding and increases or cuts is as follows: \$103,195 for IIIB Supportive Services (\$5,753 less than FY 13/14); a total of \$52,159 for Ombudsman Services (\$1,008 more than FY 13/14); \$214,674 for IIIC1 Congregate Nutrition services (\$39,141 less than FY 13/14); \$283,846 for IIIC2 Home Delivered services (\$77,401 more than FY 13/14); \$2,531 for IIID Disease Prevention services (\$79 more than FY 13/14); \$16,914 for IIIE Family Caregiver services (\$547 more than FY 13/14); \$634 for Elder Abuse (\$17 more than FY 13/14); and \$60,777 for Administration (\$849 more than FY 13/14). The total increase to the FY 14/15 allocations, compared to the baseline FY 13/14 allocations is \$35,007.

**ALTERNATIVES:**

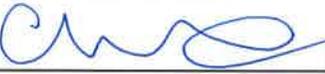
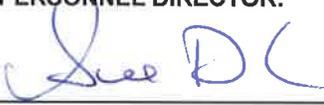
Receipt of any funding for ESAAA is contingent upon execution of this contract. Failure to move forward on these requested actions will disrupt services to seniors in the region.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging, County of Mono, CA Indian Legal Services

**FINANCING:**

State and Federal dollars. Total amount of this contract is \$734,730, and will be budgeted as revenue in the ESAAA Budget (683000) in the State and Federal revenue object codes. Total federal dollars = \$484,578, and total state dollars = \$250,152.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>5/30/2014</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>6/2/14</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>✓</u> Date: <u>6/4/14</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6-4-14

AGREEMENT NUMBER <b>AP-1415-16</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
 California Department of Aging

CONTRACTOR'S NAME  
 County of Inyo

2. The term of this Agreement is: July 1, 2014 Through June 30, 2015

3. The maximum amount of this Agreement is: **\$ 734,730.00**  
 Seven hundred thirty-four thousand seven hundred thirty and 00/100 dollars

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

Exhibit A – Scope of Work	15 page(s)
Exhibit B – Budget Detail, Payment Provisions, and Closeout	14 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	33 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	14 page(s)

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

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Inyo		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 163 May Street Bishop CA 93514-2709		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Aging		<input checked="" type="checkbox"/> Exempt per: Older Californians Act and AG OP 80-111
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dyanne Macias, Manager, Contracts and Business Services		
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834		

**Scope of Work – Exhibit A**  
**AREA PLAN – Fiscal Year 2014-15**

**ARTICLE I. DEFINITIONS**

**A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS**

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42) (USC Section 3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and California Department of Aging (CDA) Program Memoranda.
2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA 321(a)]
3. **Program Development** means activities that either establish a new service or expand or integrate existing services.
4. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non OAA-funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
5. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management), in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
6. **Priority Services for Title III E** means services provided to caregivers who care for older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers, who care for children with severe disabilities. [OAA 372(b)(1)-(2)]
7. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the

**Scope of Work – Exhibit A**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE I. DEFINITIONS (Continued)

14. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
  - a. Voluntary contributions received from a participant or other party for services received
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement
  - c. Royalties received on patents and copyrights from contract-supported activities
  - d. Proceeds from the sale of items created under a contract agreement
  
15. **One-Time-Only Funds** means:
  - a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Area Plan Financial Closeout Report [Title 22 CCR 7314(a)(6)]
  - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the Department [Title 22 CCR 7314(a)(7)]
  - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the CDA as a result of the federal re-allotment process [Title 22 CCR 7314(a)(8)]
  
16. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
  
17. **Eligible Service Population** for Title III B, C-1, C-2, D means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E); Title 22, CCR, Sections 7125, 7127, 7130, 7135 and 7638.7]

**Scope of Work – Exhibit A**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE I. DEFINITIONS (Continued)

is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B)] [W&I 9700, 9701(f)]

2. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Area Agencies on Aging (AAAs). As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 712(a)(1)(A), 712(a)(3) (C&F), 712(h)] [W&I 9710, 9716, 9717]
3. **State Ombudsman** means the individual who serves as the full-time head of the State Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the AAA, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAA responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); W&I 9711]
4. **Local Ombudsman Program** means either a program of the AAA or its subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA 711(3), 712(a)(5)(D)] [W&I 9701(a)]
5. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State

**Scope of Work – Exhibit A**  
**AREA PLAN – Fiscal Year 2014-15**

**ARTICLE I. DEFINITIONS (Continued)**

2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals
3. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction
4. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA
5. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs
6. Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy
7. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims
8. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by the Department to be appropriate

**ARTICLE II. SCOPE OF WORK**

**A. The Contractor shall:**

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA, Section 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally

**Scope of Work – Exhibit A**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE II. SCOPE OF WORK (Continued)

9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA, Section 301(a)(2)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [OMB Circular A-133.400(d)(3)] Onsite program monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year.
14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
  - Inspection of non-food preparation nutrition sites at least every other year
  - Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions
  - Inspection of central kitchens sites annually on-site [CCR 7634.3(d)]

**Scope of Work – Exhibit A**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE II. SCOPE OF WORK (Continued)

3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii)] [W&I 9701(a), 9712.5(a)]
4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. [W&I 15630 et. seq.]
5. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]
6. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this contract. [OAA 712(c), W&I 9716(a)].
7. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA 712(a)(5)(B)(iv), W&I 9712.5(e)]
8. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA 712(a)(5)(B)(v) W&I 9712.5(g)]
9. Support the development of resident and family councils. [OAA 712(a)(5) (B)(vi) W&I 9726.1(a)(3)]
10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services:
  - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA 712(a)(5)(B)(vii)]
  - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [W&I 9726.1(a)(1)]

**Scope of Work – Exhibit A**  
**AREA PLAN – Fiscal Year 2014-15**

**ARTICLE II. SCOPE OF WORK (Continued)**

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

1. Number or proportion of limited English speaking persons (LEP) eligible to be served or encountered by the program
2. Frequency with which LEP individuals come in contact with the program
3. Nature and importance of the services provided
4. Local or frequently used resources available to the Contractor

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

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
    1. Methodologies used
    2. The linguistic and cultural needs of non-English or LEP groups
    3. Services proposed to address the needs identified and a timeline for implementation [Title 22 CCR Section 98310]
  - c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [Title 22 CCR Section 98310, 98313]
2. Provision of Services
- a. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [Title 22 CCR Section 98211]

**Scope of Work – Exhibit A**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE II. SCOPE OF WORK (Continued)

3. Compliance Monitoring
  - a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients.  
[Title 22 CCR Section 98310]
  - b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [Title 22 CCR Section 98310]
  - c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions.  
[Title 22 CCR Section 98314]
4. Notice to Eligible Beneficiaries of Contracted Services
  - a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed.  
[Title 22 CCR Section 98325]
  - b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of GC, Section 11135 et seq.  
[Title 22 CCR Section 98326]
  - c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. [Title 22 CCR Sections 98211, 98310, 98340]

**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

<b>CERTIFICATION</b>	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
<b>CONTRACTOR/VENDOR NAME:</b>	<b>CONTRACT NUMBER:</b>
<b>AUTHORIZED SIGNATURE:</b>	<b>PRINTED NAME AND TITLE OF PERSON SIGNING:</b>
<p><b>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</b></p> <ul style="list-style-type: none"><li>• confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.</li><li>• all access codes which allow access to confidential information will be properly safeguarded.</li><li>• activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.</li><li>• any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.</li><li>• any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.</li><li>• obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.</li><li>• all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at <a href="http://www.aging.ca.gov">www.aging.ca.gov</a>, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement.</li><li>• all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.</li><li>• CDA or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.</li></ul>	

**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

- I agree to protect the following types of confidential information which include but not limited to:
  - Social Security number
  - Medical information
  - Claimant and employer information
  - Driver License information
  - Information about individuals that relate to their personal life or identifies or describes an individual
  - Other agencies' confidential and proprietary information
  - Criteria used for initiating audit selection
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
  - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.
  
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
  - Securing confidential information in approved locations
  - Never removing confidential information from the work site without authorization.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage -  
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) -  
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -  
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

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

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

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AREA PLAN – Fiscal Year 2014-15**

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's [2 CFR, Part 200], Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Financial Management Systems

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

- a. Financial Reporting
- b. Accounting Records
- c. Internal Control
- d. Budgetary Control
- e. Allowable Costs
- f. Source Documentation
- g. Cash Management

C. Unexpended Funds

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

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE I. FUNDS (Continued)

addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized Area Plan Budget (CDA 122). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

4. Funding Reduction(s)

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

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

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

E. Interest Earned

1. Contractor may keep interest amounts earned on advances of federal funds up to \$500 per year for Local Government Agencies and non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the Department's Accounting Section. [2 CFR Part 200.305(8)(ii)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE I. FUNDS (Continued)

3. The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:  
[2 CFR 200.305(8)]
  - (a) The non-Federal entity receives less than \$120,000 in Federal awards per year [2 CFR 200.305(8)(i)]
  - (b) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances [2 CFR 200.305(8)(ii)]
  - (c) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources [2 CFR 200.305(8)(iii)]

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE I. FUNDS (Continued)

G. One-Time-Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR Section 7352 or through a non-competitive award pursuant to Title 22 CCR Section 7360.
3. Titles III and VII federal Program One-Time-Only funds shall only be used for the following purposes:
  - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - c. Innovative pilot projects that are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45 CFR 1321.53(a) & (b)].
  - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services do not require advance Department approval.
4. Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall only be used to purchase food used in the Elderly Nutrition Program.

H. Matching Contributions

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

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE I. FUNDS (Continued)

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.

I. Area Plan Administration

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget with the exception of budget service category transfers as noted in E.1.(a) below. The contractor shall not be entitled to payment for these expenses until the Area Plan Budget is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Area Plan Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
  1. Personnel Costs - Monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
  2. Fringe Benefits.
  3. Contractual Costs – subcontract and consultant cost detail.
  4. Indirect Costs.
  5. Rent - specify square footage and rate.
  6. Supplies.
  7. Equipment - detailed descriptions and unit costs.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
  9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
  10. Other Costs - A detailed list of other operating expenses.
- C. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates, by May 1, unless otherwise instructed by the Department.
- D. The Contractor shall submit electronically a budget revision 30 calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- E. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- F. Budget Service Category Transfers
- The Contractor may transfer contract funds between budget service categories under the following terms and conditions:
1. The Contractor shall submit a revised budget to the Department for any service category transfer of funds which exceeds 10 percent of the total budget for each funding source. [Title IIIB, C1, C2, D, E], [Title VIIA and B]
  2. The Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.
- G. Allocation Transfers
1. Requests to transfer federal or State funds shall be submitted to the Department for approval with the original or revised Area Plan Budget.
    - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

- b. Transfer of State funds is allowable between III C-1 General Fund and III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified contract period.

H. Matching Requirements

1. The required minimum administration matching contributions for Title III B, III C, & III E combined is 25 percent.
2. The required minimum program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required minimum program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than 10 percent of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than 18 years of age in accordance with OAA Section 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to 20 percent of the total Title III E federal and matching non-federal share.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

I. Program Development or Coordination

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

J. Indirect Costs

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

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

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
 AREA PLAN – Fiscal Year 2014-15**

**ARTICLE III. PAYMENTS**

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

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

**Monthly Fiscal Reporting Due Dates**

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

\*The table is a standard request for funds (RFF) and expenditure reporting schedule. If the effective date of this contract is not July 1, the Contractor's RFF and expenditure reporting will commence with the first month of the term of this contract period and end with the month preceding the last full month of the contract June 30th.\*

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

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

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

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2014-15**

ARTICLE III. PAYMENTS (Continued)

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

ARTICLE IV. CLOSEOUT

- A. The Area Plan Financial Closeout Report and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All reports are due within 30 calendar days after the end of the fiscal year, unless otherwise specified by the Department. If a contract is terminated prior to the end of the contract period, all reports are due within 30 calendar days following the termination date of the contract.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

**AREA PLAN  
 Budget Display  
 Fiscal Year 2014-15 (Federal Funding Year 2014)  
 County of Inyo**

**3 months (July 1, 2014 - September 30, 2014)**

Project Number	Baseline	Other Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change	Expenditures	Remaining Balance
<b>Supportive Services</b>									
Federal Title IIIB 3BSL14-14	25,799	-	-	25,799	-	25,799	-	-	25,799
<b>Total Supportive Services</b>	<b>25,799</b>	<b>-</b>	<b>-</b>	<b>25,799</b>	<b>-</b>	<b>25,799</b>	<b>-</b>	<b>-</b>	<b>25,799</b>
<b>Ombudsman</b>									
Federal Title IIIB 3BOL14-14	3,773	-	-	3,773	-	3,773	-	-	3,773
Federal Title VIIa 7OFL14-14	4,721	-	-	4,721	-	4,721	-	-	4,721
Special Deposit (SDF) SDFL14-14	298	-	-	298	-	298	-	-	298
SNF Quality & Accountability SNFL14-14	4,248	-	-	4,248	-	4,248	-	-	4,248
<b>Total Ombudsman</b>	<b>13,040</b>	<b>-</b>	<b>-</b>	<b>13,040</b>	<b>-</b>	<b>13,040</b>	<b>-</b>	<b>-</b>	<b>13,040</b>
<b>Congregate Nutrition</b>									
Federal Title IIIC1 3C1L14-14	35,879	-	-	35,879	-	35,879	-	-	35,879
General Fund C1 C1GL14-14	14,189	-	-	14,189	-	14,189	-	-	14,189
NSIP C1 NC1L14-14	3,601	-	-	3,601	-	3,601	-	-	3,601
<b>Total Congregate Nutrition</b>	<b>53,669</b>	<b>-</b>	<b>-</b>	<b>53,669</b>	<b>-</b>	<b>53,669</b>	<b>-</b>	<b>-</b>	<b>53,669</b>
<b>Home-Delivered Meals</b>									
Federal Title IIIC2 3C2L14-14	18,037	-	-	18,037	-	18,037	-	-	18,037
General Fund C2 C2GL14-14	43,768	-	-	43,768	-	43,768	-	-	43,768
NSIP C2 NC2L14-14	9,157	-	-	9,157	-	9,157	-	-	9,157
<b>Total Home Delivered Meals</b>	<b>70,962</b>	<b>-</b>	<b>-</b>	<b>70,962</b>	<b>-</b>	<b>70,962</b>	<b>-</b>	<b>-</b>	<b>70,962</b>
<b>Disease Prevention</b>									
Federal Title IIID 3DFL14-14	633	-	-	633	-	633	-	-	633
<b>Total Disease Prevention</b>	<b>633</b>	<b>-</b>	<b>-</b>	<b>633</b>	<b>-</b>	<b>633</b>	<b>-</b>	<b>-</b>	<b>633</b>
<b>Family Caregiver</b>									
Federal Title IIIE 3EFL14-14	4,229	-	-	4,229	-	4,229	-	-	4,229
<b>Total Title IIIE</b>	<b>4,229</b>	<b>-</b>	<b>-</b>	<b>4,229</b>	<b>-</b>	<b>4,229</b>	<b>-</b>	<b>-</b>	<b>4,229</b>
<b>Elder Abuse</b>									
Federal Title VII 7EFL14-14	159	-	-	159	-	159	-	-	159
<b>Total Elder Abuse</b>	<b>159</b>	<b>-</b>	<b>-</b>	<b>159</b>	<b>-</b>	<b>159</b>	<b>-</b>	<b>-</b>	<b>159</b>
<b>Administration</b>									
Federal Title IIIB 3BAL14-14	4,607	-	-	4,607	-	4,607	-	-	4,607
Federal Title IIIC1 C1AL14-14	5,742	-	-	5,742	-	5,742	-	-	5,742
Federal Title IIIC2 C2AL14-14	2,886	-	-	2,886	-	2,886	-	-	2,886
Federal Title IIIE 3EAL14-14	1,925	-	-	1,925	-	1,925	-	-	1,925
General Fund C1 1GAL14-14	28	-	-	28	-	28	-	-	28
General Fund C2 2GAL14-14	7	-	-	7	-	7	-	-	7
<b>Total Administration</b>	<b>15,195</b>	<b>-</b>	<b>-</b>	<b>15,195</b>	<b>-</b>	<b>15,195</b>	<b>-</b>	<b>-</b>	<b>15,195</b>
<b>Funding Summary</b>									
Federal Funds	121,148	-	-	121,148	-	121,148	-	-	121,148
General Fund	57,992	-	-	57,992	-	57,992	-	-	57,992
SNF Quality & Accountability	4,248	-	-	4,248	-	4,248	-	-	4,248
Special Deposit	298	-	-	298	-	298	-	-	298
<b>Grand Total - All Funds</b>	<b>183,686</b>	<b>-</b>	<b>-</b>	<b>183,686</b>	<b>-</b>	<b>183,686</b>	<b>-</b>	<b>-</b>	<b>183,686</b>

**Comments:**

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 1,641  
 The maximum amount of Title IIIE expenditures allowable for Grandparents is: 821  
 The minimum General Fund to be expended for State Match in Title III is: 4,726

CFDA NUMBER	Year	Award #	Award Name
93.041	2014	14AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	2014	14AACAT7OM	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.043	2014	14AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2014	14AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2014	14AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2014	14AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2014	14AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2014	14AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**  
**AREA PLAN - Budget Display**  
**Fiscal Year 2014-15 (Federal Funding Year 2015)**  
**County of Inyo**

**9 months (October 1, 2014 - June 30, 2015)**

	Project Number	Baseline	Other Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
<b>Supportive Services</b>								
	Federal Title IIIB 3BSL15-14	77,396	-	-	77,396	-	77,396	-
	<b>Total Supportive Services</b>	<b>77,396</b>	<b>-</b>	<b>-</b>	<b>77,396</b>	<b>-</b>	<b>77,396</b>	<b>-</b>
<b>Ombudsman</b>								
	Federal Title IIIB 3BOL15-14	11,319	-	-	11,319	-	11,319	-
	Federal Title VIIa 7OFL15-14	14,162	-	-	14,162	-	14,162	-
	Special Deposit (SDF) SDFL15-14	894	-	-	894	-	894	-
	SNF Quality & Accountability SNFL15-14	12,744	-	-	12,744	-	12,744	-
	<b>Total Ombudsman</b>	<b>39,119</b>	<b>-</b>	<b>-</b>	<b>39,119</b>	<b>-</b>	<b>39,119</b>	<b>-</b>
<b>Congregate Nutrition</b>								
	Federal Title IIIC1 3C1L15-14	107,635	-	-	107,635	-	107,635	-
	General Fund C1 C1GL15-14	42,567	-	-	42,567	-	42,567	-
	NSIP C1 NC1L15-14	10,803	-	-	10,803	-	10,803	-
	<b>Total Congregate Nutrition</b>	<b>161,005</b>	<b>-</b>	<b>-</b>	<b>161,005</b>	<b>-</b>	<b>161,005</b>	<b>-</b>
<b>Home-Delivered Meals</b>								
	Federal Title IIIC2 3C2L15-14	54,109	-	-	54,109	-	54,109	-
	General Fund C2 C2GL15-14	131,305	-	-	131,305	-	131,305	-
	NSIP C2 NC2L15-14	27,470	-	-	27,470	-	27,470	-
	<b>Total Home Delivered Meals</b>	<b>212,884</b>	<b>-</b>	<b>-</b>	<b>212,884</b>	<b>-</b>	<b>212,884</b>	<b>-</b>
<b>Disease Prevention</b>								
	Federal Title IIID 3DFL15-14	1,898	-	-	1,898	-	1,898	-
	<b>Total Disease Prevention</b>	<b>1,898</b>	<b>-</b>	<b>-</b>	<b>1,898</b>	<b>-</b>	<b>1,898</b>	<b>-</b>
<b>Family Caregiver</b>								
	Federal Title IIIE 3EFL15-14	12,685	-	-	12,685	-	12,685	-
	<b>Total Title IIIE</b>	<b>12,685</b>	<b>-</b>	<b>-</b>	<b>12,685</b>	<b>-</b>	<b>12,685</b>	<b>-</b>
<b>Elder Abuse</b>								
	Federal Title VII 7EFL15-14	475	-	-	475	-	475	-
	<b>Total Elder Abuse</b>	<b>475</b>	<b>-</b>	<b>-</b>	<b>475</b>	<b>-</b>	<b>475</b>	<b>-</b>
<b>Administration</b>								
	Federal Title IIIB 3BAL15-14	13,821	-	-	13,821	-	13,821	-
	Federal Title IIIC1 C1AL15-14	17,224	-	-	17,224	-	17,224	-
	Federal Title IIIC2 C2AL15-14	8,659	-	-	8,659	-	8,659	-
	Federal Title IIIE 3EAL15-14	5,774	-	-	5,774	-	5,774	-
	General Fund C1 1GAL15-14	82	-	-	82	-	82	-
	General Fund C2 2GAL15-14	22	-	-	22	-	22	-
	<b>Total Administration</b>	<b>45,582</b>	<b>-</b>	<b>-</b>	<b>45,582</b>	<b>-</b>	<b>45,582</b>	<b>-</b>
<b>Funding Summary</b>								
	Federal Funds	363,430	-	-	363,430	-	363,430	-
	General Fund	173,976	-	-	173,976	-	173,976	-
	SNF Quality & Accountability	12,744	-	-	12,744	-	12,744	-
	Special Deposit	894	-	-	894	-	894	-
	<b>Grand Total - All Funds</b>	<b>551,044</b>	<b>-</b>	<b>-</b>	<b>551,044</b>	<b>-</b>	<b>551,044</b>	<b>-</b>

**Comments:**

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 4,922  
 The maximum amount of Title IIIE expenditures allowable for Grandparents is: 2,461  
 The minimum General Fund to be expended for State Match in Title III is: 14,179

CFDA NUMBER	Year	Award #	Award Name
93.041	2015	15AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2015	15AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2015	15AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2015	15AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2015	15AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2015	15AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2015	15AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2015	15AACANSIP	Older Americans Act Title III-Grants for State & Community Programs on Aging

**Exhibit B - Budget Detail, Payment Provisions and Closeout**  
**AREA PLAN - Budget Display**  
**Fiscal Year 2014-15**  
**County of Inyo**

**12 Month Total (July 1, 2014 - June 30, 2015)**

	Baseline	Other Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
<b>Supportive Services</b>							
Federal Title IIIB	103,195	-	-	103,195	-	103,195	-
Total Supportive Services	103,195	-	-	103,195	-	103,195	-
<b>Ombudsman</b>							
Federal Title IIIB	15,092	-	-	15,092	-	15,092	-
Federal Title VIIa	18,883	-	-	18,883	-	18,883	-
Special Deposit (SDF)	1,192	-	-	1,192	-	1,192	-
SNF Quality & Accountability	16,992	-	-	16,992	-	16,992	-
Total Ombudsman	52,159	-	-	52,159	-	52,159	-
<b>Congregate Nutrition</b>							
Federal Title IIIC1	143,514	-	-	143,514	-	143,514	-
General Fund C1	56,756	-	-	56,756	-	56,756	-
NSIP C1	14,404	-	-	14,404	-	14,404	-
Total Congregate Nutrition	214,674	-	-	214,674	-	214,674	-
<b>Home-Delivered Meals</b>							
Federal Title IIIC2	72,146	-	-	72,146	-	72,146	-
General Fund C2	175,073	-	-	175,073	-	175,073	-
NSIP C2	36,627	-	-	36,627	-	36,627	-
Total Home Delivered Meals	283,846	-	-	283,846	-	283,846	-
<b>Disease Prevention</b>							
Federal Title IIID	2,531	-	-	2,531	-	2,531	-
Total Disease Prevention	2,531	-	-	2,531	-	2,531	-
<b>Family Caregiver</b>							
Federal Title IIIE	16,914	-	-	16,914	-	16,914	-
Total Title IIIE	16,914	-	-	16,914	-	16,914	-
<b>Elder Abuse</b>							
Federal Title VII	634	-	-	634	-	634	-
Total Elder Abuse	634	-	-	634	-	634	-
<b>Administration</b>							
Federal Title IIIB	18,428	-	-	18,428	-	18,428	-
Federal Title IIIC1	22,966	-	-	22,966	-	22,966	-
Federal Title IIIC2	11,545	-	-	11,545	-	11,545	-
Federal Title IIIE	7,699	-	-	7,699	-	7,699	-
General Fund C1	110	-	-	110	-	110	-
General Fund C2	29	-	-	29	-	29	-
Total Administration	60,777	-	-	60,777	-	60,777	-
<b>Funding Summary</b>							
Federal Funds	484,578	-	-	484,578	-	484,578	-
General Fund	231,968	-	-	231,968	-	231,968	-
SNF Quality & Accountability	16,992	-	-	16,992	-	16,992	-
Special Deposit	1,192	-	-	1,192	-	1,192	-
<b>Grand Total - All Funds</b>	<b>734,730</b>	-	-	<b>734,730</b>	-	<b>734,730</b>	-

**Comments:**

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 6,563

The maximum amount of Title IIIE expenditures allowable for Grandparents is: 3,282

The minimum General Fund to be expended for State Match in Title III is: 18,905

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2014-15**

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

**A. Definitions**

1. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
3. "Contractor" means the Area Agency on Aging awarded funds under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
4. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
5. "Reimbursable item" also means "allowable cost" and "compensable item."
6. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.
7. "Data Universal Numbering System (DUNS) number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

**B. Resolution of Language Conflicts**

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

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

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2014-15**

**ARTICLE II. ASSURANCES**

A. Law, Policy and Procedure, Licenses, and Certificates

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

B. Subcontracts

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

C. Nondiscrimination

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

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

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

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

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

3. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2014-15**

ARTICLE II. ASSURANCES (Continued)

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA [42 U.S.C. Sections 12101 et seq.]

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

D. Standards of Work

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

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the State shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2014-15**

ARTICLE II. ASSURANCES (Continued)

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

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

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland "Anti-Kickback" Act [18 USC 874, 40 USC 276c] [29 CFR, Part 3]
  - b. Davis-Bacon Act [40 USC 276a to 276a-7] [29 CFR, Part 5]
  - c. Contract Work Hours and Safety Standards Act [40 USC 327-333] [29 CFR, Part 5, 6, 7, 8]
  - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR, Part 60]
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and non-construction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and non-construction.

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2014-15**

ARTICLE II. ASSURANCES (Continued)

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended [42 USC 1857]
2. Clean Water Act, as amended [33 USC 1368]
3. Federal Water Pollution Control Act, as amended [33 USC 1251, et seq.]
4. Environmental Protection Agency Regulations [40 CFR, Part 15] and [Executive Order 11738]
5. Public Contract Code Section 10295.3

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: [45 CFR 92.35]
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2014-15**

ARTICLE II. ASSURANCES (Continued)

2. The Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractor.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders, must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2014-15**

ARTICLE II. ASSURANCES (Continued)

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement.
2. The contractor must have complied with the federal requirement to keep DUNS number and related updates on the website at <http://fedgov.dnb.com/webform>.
3. The contractor shall review all DUNS information annually to ensure it is up to date.
4. If CDA cannot access the Contractor's DUNS information related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System due to errors in the Contractor's data entry for their DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2014-15**

ARTICLE II. ASSURANCES (Continued)

O. Lobbying Certification

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instruction
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352
6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

ARTICLE III. AGREEMENT

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

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2014-15**

**ARTICLE IV. COMMENCEMENT OF WORK**

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

**ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS**

- A. An AAA shall obtain goods and services through open and competitive awards. Each AAA shall have written policies and procedures, including application forms, for conducting open and competitive process, and any protests resulting from the process. At a minimum, the procedures shall include the requirements set forth in CCR 7352 and 45 CFR 82.36. The only exception is contained in CCR 7360(a). An AAA issuing a noncompetitive award must comply with CCR 7360(b)(c)(d).
- B. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- C. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- D. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- E. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- F. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.
- G. The Contractor shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2014-15**

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS (Continued)

- H. The Contractor shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.
- I. The Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.
- J. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval [CCR, Title 22, Division 1.8, Section 7362]:
  - 1. The RFP or IFB
  - 2. All bid proposals received
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity

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

- K. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- L. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- M. The Contractor shall refer to the guidance in [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Contractor shall follow the Procurement requirements

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2014-15**

**ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS (Continued)**

in the applicable consolidated CFR guidance and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Contractor purchased services or property respectively.

**ARTICLE VI. RECORDS**

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements; a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.
- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.

**Special Terms and Conditions - Exhibit D**  
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ARTICLE VI. RECORDS (Continued)

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

ARTICLE VII. PROPERTY

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

- 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
- 2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

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

- 1. Has a normal useful life of at least 1 year
- 2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
- 3. Is used to conduct business under this Agreement

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

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

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

- E. The Contractor shall keep track of property purchased with funds from this agreement, and submit to the Department annually with the Closeout, in

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ARTICLE VII. PROPERTY (Continued)

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

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

1. Date acquired
2. Item description (include model number)
3. CDA tag number or other tag identifying it as CDA property
4. Serial number (if applicable)
5. Purchase cost or other basis of valuation
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Department for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.

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

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**ARTICLE VII. PROPERTY (Continued)**

- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
  - 1. Another Department program providing the same or similar service
  - 2. Another Department-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

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**ARTICLE VIII. ACCESS**

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

**ARTICLE IX. MONITORING AND EVALUATION**

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data, and program components. This will include policies, procedures, and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct or material effect on each of its major programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department.

**ARTICLE X. AUDITS**

- A. The Contractors will arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133]. A copy shall be submitted to the:

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

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ARTICLE X. AUDITS (Continued)

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

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

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

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

The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration on Aging.

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

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ARTICLE X. AUDITS (Continued)

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

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

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

Contract resolution includes:

1. Ensuring that a subcontractor expending \$750,000 or more in Federal Awards during the subcontractor's fiscal year has met the audit requirements of [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] as summarized in D
2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action
3. Reconciling expenditures reported to the Department to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the Department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments)

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ARTICLE X. AUDITS (Continued)

4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements [45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21] which state in part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents
  5. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records
- D. The contractor shall ensure that subcontractor single audit reports meet [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] requirements:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
  2. Properly procured – use procurement standards provided for in [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] and provide maximum opportunities to small and minority audit firms.
  3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.
  4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs.
  5. Performed in accordance with provisions applicable to this program as identified in [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133 Compliance Supplement].
- E. Requirements identified in D of this Article shall be included in contracts/agreements with the subcontractor. Further, the subcontractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Department shall

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**ARTICLE X. AUDITS (Continued)**

have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.

- F. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- G. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable [2 CFR § 200.425]:
1. Any costs when audits required by the Single Audit Act and [2 CFR Part 200, Subpart F Audit Requirements] have not been conducted or have been conducted but not in accordance therewith; and
  2. Any costs of auditing a non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and [2 CFR Part 200, Subpart F Audit Requirements] because its expenditures under Federal awards are less than \$750,000 during the non-Federal entity's fiscal year.
    - a. The costs of a financial statement audit of a non-Federal entity that does not currently have a Federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
    - b. Pass-through entities may charge Federal awards for the cost of agree-upon-procedures engagements to monitor subrecipient who are exempted from the requirements of the Single Audit Act and [2 CFR Part 200, Subpart F Audit Requirements]. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards; paid for and arranged by the pass-through entity; and limited in scope to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting.

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ARTICLE X. AUDITS (Continued)

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

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the Department in cases of higher than usual risks
  2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement
  3. If applicable, or unless otherwise amended by future regulation, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - \$750,000 if seating capacity is under 8
    - \$1,500,000 if seating capacity is 8 – 15
    - \$5,000,000 if seating capacity is over 15
  4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management.

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ARTICLE XI. INSURANCE (Continued)

- D. The Contractor shall notify the State within 5 business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
  - 1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
  - 2. The Department shall be named as the certificate holder and the address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Department, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- H. A copy of each appropriate Certificate of Insurance referencing this Agreement number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

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ARTICLE XI. INSURANCE (Continued)

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

ARTICLE XII. TERMINATION

A. Termination Without Cause

The Department may terminate performance of work under this Agreement, in whole or in part, without cause, if the Department determines that a termination is in the State's best interest. The Department may terminate the Agreement upon 90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

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

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately
2. A violation of the law or failure to comply with any condition of this Agreement
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
4. Failure to comply with reporting requirements

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ARTICLE XII. TERMINATION (Continued)

5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income
9. The commission of an act of bankruptcy
10. Finding of debarment or suspension
11. The Contractor's organizational structure has materially changed
12. The Department determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions

C. Contractor's Obligation After Notice of Termination

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

The Contractor shall:

1. Stop work as specified in the Notice of Termination
2. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract
3. Terminate all subcontracts to the extent they relate to the work terminated

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**ARTICLE XII. TERMINATION (Continued)**

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

**D. Effective Date**

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

**E. Voluntary Termination of Area Plan Agreement**

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

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

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

**ARTICLE XIII. REMEDIES**

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

**ARTICLE XIV. DISSOLUTION OF ENTITY**

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

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**ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS**

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required by the State amendment process. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

**ARTICLE XVI. NOTICES**

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the Contractor's letterhead.
- C. All other notices with the exception of those identified in Article VII. B shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

**ARTICLE XVII. DEPARTMENT CONTACT**

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The contractor shall, upon the request of CDA, submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

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**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY**

**A. Information Assets**

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in the State Administrative Manual, Section 5300-5365.3, GC Section 11019.9, Department of General Services (DGS) Management Memo 06 12, Department of Finance (DOF) Budget Letter (06-34), and Program Memorandum 07-18 Protection of Information Assets.

Information assets include (but are not limited to):

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

**B. Encryption on Portable Computing Devices**

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

**C. Disclosure**

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

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**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)**

4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractor are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

**D. Training/Education**

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. The Contractor's employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
3. All employees and volunteers who handle personal, sensitive, or confidential information relating to CDA's programs must participate in Security Awareness Training.

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.
2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

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**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)**

**J. Electronic Backups**

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

**K. Provisions of this Article**

The provisions contained in this Article shall be included in all contracts of both the contractor and its subcontractors.

**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA**

**A. Copyrights**

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
2. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.
3. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**B. Rights in Data**

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. That consent shall be given or the reasons for denial shall

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**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA**

be given and any conditions under which it is given or denied within 30 days after the written request is received by the Department. The Department may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to the provisions of Article XIX and Article XX of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the California Department of Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES [GC 11135-11139.5]**  
**[Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340-98370]**

A. Needs Assessment

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

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**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)**

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

- a. Number or proportion of limited English speaking persons (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor

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

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - a. Methodologies used.
  - b. The linguistic and cultural needs of non-English speaking or LEP groups.
  - c. Services proposed to address the needs identified and a timeline for implementation. [Title 22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [Title 22 CCR 98310, 98313]

**B. Provision of Services**

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

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**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)**

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff
  - b. Contracts with interpreter services
  - c. Use of telephone interpreter lines
  - d. Sharing of language assistance materials and services with other providers
  - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs
  - f. Referral to culturally and linguistically appropriate community service programs
3. Based upon the findings of the group needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.  
[Title 22 CCR 98211]
4. The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement.  
[Title 22 CCR 98310]
5. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor.  
[Title 22 CCR 98324]
6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [Title 22 CCR 98370]

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**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)**

**C. Compliance Monitoring**

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [Title 22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [Title 22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [Title 22 CCR 98314]

**D. Notice to Eligible Beneficiaries of Contracted Services**

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [Title 22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of GC Section 11135 et seq. [Title 22 CCR 98326]
3. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. [Title 22 CCR 98211, 98310, 98340]

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**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT**

**A. General Assurances**

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR Part 74, "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR Part 92.36, procurement for State and local governments, as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 92.36, "Procurement Standards."
4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
  - a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed \$30,000
  - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000
  - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least 20 years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

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**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA Title III, Part E, Section 373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA Title III, Part E, Section 373(b); and distinguished between "caregiver" and "grandparent" support services, as required for National Aging Programs Information Systems (NAPIS).
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "grandparent caregiver" [OAA Title III, Part E, Sections 373(a) and (b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E), Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental

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**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

Services Regional Centers, Department of Mental Health Caregiver Resource Centers and other Title III funded providers.

15. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
  - a. Any Contractor for any Title III or Title VII services shall not use means tests
  - b. Any Title III or Title VII client that does not contribute toward the cost of the services received shall not be denied services
  - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive
  - d. Each service provider will:
    - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service
    - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary
    - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution
    - (iv) Establish appropriate procedures to safeguard and account for all contributions
16. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by the CDA.
17. The Contractor shall comply with the OAA Section 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.
18. The Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
19. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.

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**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

20. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, Division 1.8, Chapter 4, Article 2, Section 7547, the training shall consist of:
  - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises
  - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance
  - c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities
21. The Contractor shall not require proof of age or citizenship or disability as a condition of receiving services.
22. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
23. The Contractor shall annually assess the Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA §339(2)(J)] [OAA §207(a)(3)]

**B. Assurances Specific to the Ombudsman Program**

The Contractor shall assure the following:

1. Representatives of the Local Ombudsman Program and members of their immediate family shall be free of actual and perceived conflicts of interest and not stand to gain financially through the following:
  - a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility [OAA Section 712(f)]
  - b. An action or potential action brought on behalf of individuals the Program serves [OAA Section 712(a)(5)(C)(ii)]
2. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term

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**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

care facility residents between the hours of 7:00 a.m. and 10:00 p.m. seven days a week. [OAA 712(b)(1)(A)] [W&I 9722(a)] [CCR 8020(a)] Authorization is required by the State Ombudsman for entry outside of these hours. [W&I 9722(a)] [CCR 8020(b)]

3. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent; and when authorized by the State Ombudsman, access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident. [OAA 712(b)(1)(B)] [W&I 9724]
4. Representatives of the Local Ombudsman Program upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [W&I 9722(d)]
5. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA 712(h)(5)(B)]
6. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized pursuant to OAA 705(a)(6)(C); OAA 712(d)(2) and W&I 9725.
7. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or in a suit or other legal action threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA 712(h)(7)] [W&I 9717(c)] [Statewide Standards for Legal Assistance in California].
8. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program.

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

9. The Local Ombudsman Program Coordinator shall provide the Office of the State Long-Term Care Ombudsman (OSLTCO) with an organizational chart that includes:
  - a. all local staff who are wholly or partly funded by Ombudsman Program resources
  - b. their titles/roles within the Program
  - c. the number of hours per week charged to the Local Ombudsman Program for each position

The Coordinator shall inform the OSLTCO of any staffing changes.

10. The Local Ombudsman Program Coordinator shall inform the OSLTCO of issues with local Ombudsman representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues.
11. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA 705(a)(6)(C)] [W&I 9725 and 25633(b)(2)(B)]
12. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the CDA. [OAA 712(C)] [W&I 9716(a)].

C. Assurances Specific to Legal Services Providers (LSPs) in accordance with OAA 731. The Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate
3. Where both legal and ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs

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**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

4. LSPs may assist the state in providing legal representation to the ombudsman program when an ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the ombudsman
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, LTC ombudsman, HICAP, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points
7. LSPs are to coordinate legal assistance activities with the statewide Hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis
8. LSPs are to use the Uniform Reporting System revised by the CDA in July 2013 to collect data on legal services provided
9. Waiver of this section of the contract may be obtained from the CDA pursuant to Exhibit D, Article XV., of this Agreement entitled, Revisions, Waivers, or Modifications

**ARTICLE II. REPORTING PROVISIONS**

- A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII Elder Abuse Prevention Programs in accordance with CDA requirements [W&I 9102 (a)(5)].
- B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.
  1. Quarterly, the Contractor shall submit data reports for Older Americans Act funded programs as follows:

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1- December 31	January 31
Quarter 3	January 1- March 31	April 30
Quarter 4	April 1 – June 30	July 31

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**ARTICLE II. REPORTING PROVISIONS (Continued)**

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, 10 calendar days prior to the report due date, the Contractor shall submit to the Data Team ([DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov)) a written explanation including the reasons for the delay and the estimated date of submission.
4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within 10 calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within 10 days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

**C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII Elder Abuse Prevention Program services**

The Contractor shall submit program data reports electronically as follows:

1. Upload the National Aging Program Information System (NAPIS) State Program Report (SPR) to CARS at <https://ca.getcare.com>.
  2. Submit the California Legal Services (Title III B) Report (CDA 1022) via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
  3. Submit performance data reports quarterly.
  4. Submit NAPIS SPR reports annually.
- D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report and Annual Performance Data Verification of State Form, in accordance with CDA requirements.
1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.

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ARTICLE II. REPORTING PROVISIONS (Continued)

- a. The Contractor shall correct all logic errors identified in the Annual Data Error Report.
  - b. The Contractor shall correct and/or explain all questionable errors identified in the Annual Data Error Report.
  - c. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
  - d. The Annual Data Error Reports are due to CDA by a date specified by the Department which can vary from year to year.
2. The Contractor shall verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy in accordance with CDA requirements.

E. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing the OmbudsManager or other software provided by CDA as required. NORS data entry must be timely, complete, accurate, and verifiable.

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter, i.e., October 31, January 31, April 30, and July 31, with copies of the aggregate data sent to the corresponding AAA.
2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form, (OSLTCO S301) indicating that data for the quarter has been completed or the reason for any delay, to the Ombudsman Program mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) with a copy to the AAA.

F. The Contractor shall have written reporting procedures specific to each program which include:

1. Collection and reporting of program data for the Contractor and subcontractor
2. Ensuring accuracy of all data from the Contractor and subcontractor

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**ARTICLE II. REPORTING PROVISIONS (Continued)**

3. Verification of Contractor and subcontractor data prior to submission to the CDA Data Team
  4. Procedures for the Contractor and subcontractor on correcting data errors
  5. A methodology for calculating and reporting:
    - a) total estimated unduplicated clients in each non-registered service
    - b) total estimated unduplicated clients in all non-registered services
    - c) total estimated unduplicated clients across all registered and non-registered services; and
  6. Performance data monitoring process
- G. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII Elder Abuse Prevention

1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037), as specified on the form, to the State Ombudsman mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1- December 31	January 31
Quarter 3	January 1- March 31	April 30
Quarter 4	April 1 – June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of "Elder Abuse Prevention, Education and Training Sessions" and "Elder Abuse Prevention Educational Materials" into CARS on a quarterly basis.
3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

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**ARTICLE III. APPEAL PROCESS**

- A. The Contractor may appeal an adverse determination as defined in Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within 30 days of CDA's notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and VII programs using the appeal process established in Title 22 CCR, Sections 7700 through 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W & I Code Section 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

**ARTICLE IV. TRANSITION PLAN**

- A. The Contractor shall submit a transition plan to the State within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
  - 1. Description of how clients will be notified about the change in their service provider
  - 2. A plan to communicate with other organizations that can assist in locating alternative services
  - 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals
  - 4. A plan to evaluate clients in order to assure appropriate placement
  - 5. A plan to transfer any confidential medical and client records to a new contractor
  - 6. A plan to dispose of confidential records in accordance with applicable laws and regulations
  - 7. A plan for adequate staff to provide continued care through the term of the contract [Title 22, 7206(e)(4)]

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**ARTICLE IV. TRANSITION PLAN (Continued)**

8. A full inventory and plan to dispose or, transfer, or return to the State all equipment purchased during the entire operation of the contract
  9. Additional information as necessary to effect a safe transition of clients to other community service providers
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Article XII of Exhibit D of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM**

A. Transition of Local Ombudsman Services

1. The Contractor shall, upon notice of termination of Ombudsman services, do the following:
  - a. If Ombudsman services are subcontracted, notify CDA in writing within three working days of a subcontractor's intent to terminate its contract to provide Ombudsman services
  - b. Within one working day, notify CDA of any change in local Ombudsman services
2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:
  - a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal. The Contractor shall require the subcontractor to utilize experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the subcontractor and designated by the State Ombudsman as the local Ombudsman Program Coordinator. The Department shall allow the contractor up to 180 days to transition services to a new subcontractor

**Additional Provisions - Exhibit E**  
**AREA PLAN - Fiscal Year 2014-15**

**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)**

- b. Continue the provision of mandated Ombudsman services as a direct service of the contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman as the local Coordinator. The Department shall allow the contractor up to 180 days to transition services from the subcontractor to the contractor

**B. Transition Plan**

1. The Contractor shall submit a Transition Plan within 15 days from delivery of the following:
  - a. Written notice to the Contractor of the subcontractor's intent to terminate Ombudsman services
  - b. Written notice to the subcontractor of the Contractor's intent to terminate the subcontract for Ombudsman services
  - c. Written notice to the Contractor of the State Termination of the Contract, in whole or, from time to time, in part related to the provision of Ombudsman services
2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
  - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a Local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program
  - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to a Request for Proposals requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the planning or service area

**Additional Provisions - Exhibit E**  
**AREA PLAN - Fiscal Year 2014-15**

**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)**

3. The Transition Plan shall at a minimum include the following:
  - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program
  - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services
  - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program of a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training
  - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients records at the point of transfer to ensure timely continuation of Ombudsman services
  - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider
- C. The Contractor shall implement the transition plan as approved by the OSLTCO. The OSLTCO will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the OSLTCO to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program.



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

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

For Clerk's Use Only:
AGENDA NUMBER
19

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 17, 2014

SUBJECT: Approval of a public utility easement to Southern California Edison for the installation of power lines for the County of Inyo Animal Shelter Project located in Big Pine.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Request your Board approve a public utility easement for the installation of power lines for the County of Inyo Animal Shelter Project; and
2. Authorize the Board Chair to sign the easement deed; and
3. Authorize the Public Works Department to record the deed.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Public Works Department has requested an extension of the existing available power from Southern California Edison (SCE) necessary to serve the facilities of the County of Inyo Animal Shelter Project approved by your Board on May 6, 2014. The connection for the new facilities is located approximately 400 feet beyond existing service and it has been requested SCE extend services to the new location. The extension will be an overhead service extension and includes the installation of two new power poles at locations per the attached maps. SCE has requested a public utility easement to provide for protection in this area from future construction and for maintenance purposes before they can move forward with our request for service relocation.

**ALTERNATIVES:**

The Board could direct the Public Works Department to look for alternatives to connect the new facilities to a power source. This is not recommended because it could cause potential delay in project construction.

**OTHER AGENCY INVOLVEMENT:**

Southern California Edison  
County Counsel

**FINANCING:**

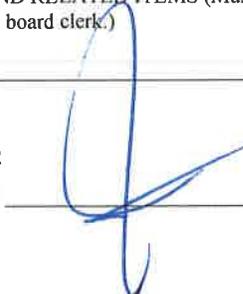
There is no financing associated with this easement except for the time to prepare the Agenda item and other related tasks.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>yes</u> <u>5/23/14</u> 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: _____ N/A _____ 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: _____ N/A _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6/4/14



February 6, 2014

**County of Inyo**  
Attention: Jim Tatum  
PO Box Q  
Independence, CA 93526

SUBJECT: Electric Service to 1001 County Road, Big Pine  
Work Order No. TD788849  
Our Reference # DSE801182888

Dear Mr. Tatum:

Southern California Edison Company has retained Spectrum Land Services to acquire rights of way to install Edison's electric distribution facilities.

In response to a request for electric service, we will need an easement to permit the construction and maintenance of electric facilities to the above-mentioned location. The enclosed plat shows the location of the proposed facilities.

You will find enclosed an original and one copy of a Grant of Easement document. Please have the original Grant of Easement executed, have the signature notarized, and return to me in the envelope provided. **NOTE:** The notary public must spell out each name exactly as they appear on each signature line and the notary stamps must be clear and legible to be accepted for recording by the County Recorder's Office. **Failure to promptly return the executed easement to this office may delay the energizing and scheduling of the facility installation.** The plat and copy of the easement are for your files.

Thank you for your cooperation on this project. If you have any questions, or need additional information, please call me at (714) 568-1800 ext. 228 or E-mail me at [vwalters@spectrumland.com](mailto:vwalters@spectrumland.com).

Sincerely,

Vicky Walters  
Senior Right of Way Agent

Enclosures

RECEIVED

FEB 13 2014

INYO COUNTY  
PUBLIC WORKS

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

**SOUTHERN CALIFORNIA EDISON COMPANY**

Real Properties

2131 Walnut Grove Avenue, 2<sup>nd</sup> Floor  
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF  
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	WORK ORDER	IDENTITY	MAP SIZE
	Bishop	TD788849		
SCE Company	FIM 668-2202-2	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	APN 018-090-01	Real Properties	SLS/SM	02/04/14

COUNTY OF INYO (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guy wires and anchors, crossarms, wires, and other appurtenant fixtures and/or equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, across and along that certain real property in the County of Inyo, State of California, described as follows:

THE EASTERLY 60.00 FEET OF THE WESTERLY 730.00 FEET OF THE NORTHERLY 850.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 34 EAST, MOUNT DIABLO MERIDIAN.

EXCEPTING THEREFROM ANY PORTION INCLUDED WITHIN PUBLIC STREET.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said systems and facilities, or any part thereof, or interfere with the exercise of the rights herein granted.





**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:** Public Works

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT:** Implementation of temporary no parking zones.

**DEPARTMENTAL RECOMMENDATION:**

The Public Works Department respectfully requests your Board implement temporary no parking zones for the north and south shoulders of East Line Street/Poleta Road beginning at the Bishop Creek Canal and terminating approximately one half mile east of Airport Road. Additionally, the east and west shoulders of North Airport Road from the intersection of East Line Street/Poleta Road to approximately one quarter mile north/and lastly, the north and south shoulders of Wye Road easterly from Spruce Street to the west gate of the Bishop airport from 12:00 noon through 10:00 p.m. July 4th, 2014.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The City of Bishop and the Bishop Volunteer Fire Department have sponsored a 4<sup>th</sup> of July fireworks display at the Bishop Airport for many years. Over time, the number of people viewing the display while parked on the shoulders of the County roadway increased significantly. The resulting congestion drastically enhances the potential for accidents. The 2013 closure of the described shoulder areas was extremely effective while generating minimal public concern. The proposed closure will be effective from 12:00 noon through 10:00 p.m. July 4<sup>th</sup>, 2014. Enforcement will be provided the Inyo County Sheriff's Department and the California Highway Patrol.

**ALTERNATIVES:**

The Board could choose to not implement the proposed closures and the shoulders would remain open for the identified time period. This is not recommended due to the increased safety hazards.

**FINANCING:**

**OTHER AGENCY INVOLVEMENT:**

The City of Bishop, The Bishop Volunteer Fire Department, The California Highway Patrol and The Inyo County Sheriff's Department.

**FROM:** Public Works

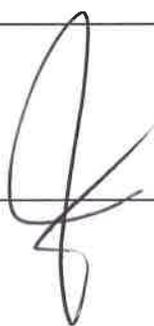
**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT:** Implementation of temporary no parking zones.

**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: <u>6/6/14</u> Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ 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: 6/6/14



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

For Clerks Use Only

AGENDA NUMBER

21

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT:** Dispatch 911 Replacement and Upgrade

**DEPARTMENTAL RECOMMENDATION:**

Request approval of

- A. The Dispatch 911 replacement and upgrade approved by the State of California on April 29, 2014, funded completely by the State of California, estimated to cost \$199,956.26, in an amount not to exceed \$218,000, and
- B. Declare Verizon Select Services as Sole Source, and
- C. Authorize State approved contractor Verizon Select Services Inc. to provide the Dispatch 911 replacement and upgrade compensated directly by the State of California, and
- D. Provide an unsigned purchase order in the amount of zero dollars (\$0.00) to Verizon Select Services with the billing to the State of California, to comply with State requirements.
- E. Provide additional unsigned purchase order(s) in the amount of zero dollars(\$0.00) to various vendors with the billing to the State of California, to comply with State requirements to expend up to the remaining \$18,000 allotted by the State for various Dispatch 911 related items.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On September 15, 2009, your Board approved a similar action in order for the 911 system to recognize the 10 digit phone number. We have received notification from Tritech Software that effective October 31, 2014, the Quicklink 911 System hardware we originally purchased from Nine One One, Inc will meet its End of Life, and will no longer be supported. This End of Life on the hardware directly impacts our 911 system. Our current system only runs on the Comdial FX/Mp hardware platform and therefore, the system is at risk of catastrophic hardware failure with no means to replace the old hardware.

At this time, it is critical to look at replacing the system by October 31, 2014. The State through Cal OES, has implemented a non-mandatory Master Purchase Agreement (MPA) that enables vendors to invoice the CA 9-1-1 Branch directly for the purchase of 9-1-1 systems and services. Verizon Business Network Services, Inc. on behalf of Verizon Select Services Inc. is one of the vendors under contract with the State. We have selected Verizon based on their availability for response time, and they currently service other local agencies in the area (Mono County, Mammoth P.D., Bishop P.D., & Ridgecrest P.D.) with their 9-1-1 needs. Five years of Verizon Maintenance along with Cassidian Monitoring and Response, Security and Patch Management is included, along with 24/7 4 hour response time.

The State will fund this replacement through its Customer Premise Equipment (CPE) Fixed Allotment Funding.

**ALTERNATIVES:**

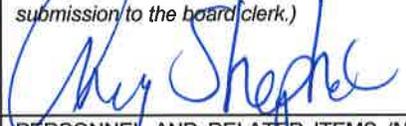
Deny request which would cause potential interruptions in 911 and possible failure of the system.

**OTHER AGENCY INVOLVEMENT:**

State of California for payment to the vendors.

**FINANCING:**

Financing not to exceed \$218,000, will be provided directly from the State of California to the Vendor(s)..

<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>6/5/2014</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>6/5/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6/5/14



April 29, 2014

Tracking Number: 17639

William Lutze, Sheriff  
Inyo Sheriff's Office  
P.O. Drawer "S"  
Independence, CA 93526

**Subject: Customer Premise Equipment (CPE) Fixed Allotment Funding**

Dear Sheriff Lutze:

The California 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) has received your April 24, 2014 letter of intent to replace the 9-1-1 telephone system at your Public Safety Answering Point (PSAP). Acceptance of CPE Allotment funds from the CA 9-1-1 Branch commits your agency to PSAP operations 24 hours a day, seven days a week, for a minimum of five years. If PSAP operations are not maintained at that level, the Inyo Sheriff's Office may become financially responsible for all subsequent CPE maintenance and 9-1-1 network service charges. Our evaluation of recent 9-1-1 emergency call volume qualifies the PSAP for a Fixed Allotment in the amount of \$218,000. The Fixed Allotment funding will expire June 30, 2015 if your CPE approval process has not been initiated. The CA 9-1-1 Branch will fund the Inyo Sheriff's Office extended maintenance for up to the next 2 years, regardless of which year of extended maintenance the PSAP is in.

The CA 9-1-1 Branch has implemented a non-mandatory Master Purchase Agreement (MPA) that enables participating vendors to invoice the CA 9-1-1 Branch directly for the purchase of 9-1-1 systems and services. User instructions for the MPA are available at:

[www.calema.ca.gov/PSC/Pages/Services/911/911-Systems-and-Services-Master-Purchase-Agreements.aspx](http://www.calema.ca.gov/PSC/Pages/Services/911/911-Systems-and-Services-Master-Purchase-Agreements.aspx).

Please contact me directly with any questions at [kyle.pease@state.ca.gov](mailto:kyle.pease@state.ca.gov) or (916) 657-9145.

Sincerely,

KYLE S. PEASE, 9-1-1 Consultant  
California 9-1-1 Emergency Communications Branch

cc: Carol Drew, Inyo County 9-1-1 Coordinator



# TRITECH

SOFTWARE SYSTEMS

**Date**                                **March 13, 2013**

**Advisory #**                        **Open**

**Subject**                            **QuickLink End of Maintenance / End of Extended Support**

**Affected Versions**            **QuickLink (All versions)**

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This notice is meant to remind you of the upcoming **End of Support** effective October 31, 2014 on your Quicklink 911 System originally purchased from Nine One One, Inc. Since the system's hardware is End of Life from the manufacturer, TriTech is unable to provide any level of support on the product, including telephone support. As such, TriTech will no longer offer maintenance contracts that extend beyond October 31, 2014.

Knowing the criticality of a 911 system and the community that it serves, TriTech wants to provide a Budgetary Estimate for total system replacement. A Budgetary Estimate is being sent in conjunction with this End of Maintenance / End of Extended Support letter. Please review the Budgetary Estimate. Please contact Jennifer Swaney, your TriTech Account Executive with any questions regarding this information. She may be reached at [jennifer.swaney@tritech.com](mailto:jennifer.swaney@tritech.com), or 303-330-5118.

## **What does End of Life on Hardware for the System Mean?**

On August 1, 2011, the hardware manufacture of the Comdial FX/MP system, Vertical, announced the discontinuance of hardware effective September 30, 2011. Vertical's policy is to provide support, to the best of its ability, for three years from the date of manufacturer discontinuance (e.g., through September 30, 2014).

This End of Life on the hardware directly impacts your 911 system, Quicklink. The Quicklink system only runs on the Comdial FX/MP hardware platform and therefore, the system is at risk of catastrophic hardware failure with no means to replace the old hardware.

As a result of Vertical's announcement and with requirements to provide pure Internet Protocol (IP) based systems, TriTech stopped selling new QuickLink systems in January 2012, however TriTech has continued to offer upgrades to existing QuickLink customers that did not include upgrading the Comdial FX/MP system. At this point in time, however, it is critical to consider system replacement.



**COUNTY OF INYO PURCHASE ORDER**  
 Office of Purchasing Agent  
 (760) 878-0293

PO# JO0326

DATE : 06/17/2014  
 PR#  
 PEID

INSTRUCTIONS TO VENDORS:

1. Prepare separate invoice for each purchase order.
2. Show purchase order number on all invoices, packages, delivery and all correspondence relative to this order.
3. The County of Inyo is not liable for materials or supplies furnished or services rendered, except by order of the Board of Supervisors or by authority of a Purchase Order properly signed by the Purchasing Agent.

TO: Verizon Business Network Services, Inc.,  
 On Behalf of Verizon Select Services Inc  
 201 Flynn Road  
 Camarillo, Ca. 93102

SHIP TO: INYO COUNTY SHERIFF'S DEPT.  
 P.O. DRAWER S  
 550 SOUTH CLAY STREET  
 INDEPENDENCE, CA 93526

ATTN: Carol Drew  
 PHONE #: 760-878-0383  
 FAX #: 760-878-0402

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
0001	1	Verizon Select Services to install and maintain VESTA 4 R2 Lic/Doc/Med CPE equipment in compliance with State Contract Number: 5-12-58-08 per quote #1-116M6BF, Revision 2 dated 5/2/14.	\$62,926.40	\$62,926.40
0002	48 months	Maintenance	\$28,430.88	\$28,430.88
0003	1	Installation	\$46,855.66	\$46,855.66
0004	1	Vendor Support, M&R Security Patch Mgmt 5 years	\$56,709.21	\$56,709.21
0005	1	Sales Tax (8%)	\$5,034.11	\$5,034.11
		**Bill to CA 9-1-1 Office (Payment Terms GC927; Invoice must reference Tracking Number: 12352):	-\$199,956.26	-\$199,956.26
		<u>Mail Invoices to:</u> CA 9-1-1 EMERGENCY COMMUNICATIONS OFFICE 14 INDEPENDENCE SHF EX NI 601 SEQUOIA PACIFIC BLVD, MS-911 SACRAMENTO, CA 95811-0231		
		NET TOTAL		\$0.00

County Purchasing Agent	<p style="text-align: center;">THIS ORDER NOT VALID UNLESS APPROVED BY COUNTY AUDITOR</p> <p style="text-align: center;">I certify that there is a sufficient unencumbered balance in the above account to cover the amount of this order and that sufficient funds have been set aside for the payment thereof.</p> <p style="text-align: center;">County Auditor-Controller</p> <hr style="width: 40%; margin-left: auto; margin-right: auto;"/>
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**Quote Header:** Quote Level Title/Description:

Account Manager

KRISTI MERCADO

916/779-5627

SE

DANIEL KELLEY

Customer Name

SOC E911/ STATE OF CALIF ZEA - CA

Primary Transport Service

Quote #

1-116M6BF

Currency

USD

Revision

2

Quote Date

05/02/2014

**Equipment & Services by Site:**

Site Level Title/Description:

Maintenance Payment Option:

Monthly

Site ID: 1-116J40E

SITE NAME:1-1117Q1A

CPE and Related Services for this Site will be provided by:

Verizon Entity:

Verizon Select Services Inc

Verizon Country:

USA

Site Address:

E911/SOC/INYO COUNTY SHF  
550 S CLAY ST

INDEPENDENCE,CA,93526  
USA

Bill To:

INYO COUNTY PURCHASING  
PO BOX N

INDEPENDENCE,CA,935260613  
USA

Ship To:

E911/SOC/INYO COUNTY SHF  
550 S CLAY ST

INDEPENDENCE,CA,93526  
USA

<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
870899-00104.2	VESTA 4 R2 LIC/DOC/MED	2	\$2,041.75	\$4,083.50
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$2,129.28

All pricing is valid until:06/16/2014  
Quotes are exclusive of Taxes  
Verizon proprietary information

# BUDGETARY

Verizon Select Services Inc.



Maintenance Term (Months): 60

873099-03002	CCINC 4.X CAD INTFC LIC	2	\$680.58	\$1,361.16
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$532.80
Maintenance Term (Months): 60				
04000-01584	DATA BROADCAST UNIT	1	\$479.13	\$479.13
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$156.00
Maintenance Term (Months): 60				
04000-01010	CBL 10FT DB25M/DB25M	1	\$10.89	\$10.89
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$2.88
Maintenance Term (Months): 60				
853031-MLSSVRSGL	V-ML SVR BNDL SML SGL	1	\$24,200.22	\$24,200.22
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$8,297.76
Maintenance Term (Months): 60				
870899-00360U	VESTA 4 SEAT UPGD LIC	2	\$4,764.08	\$9,528.16
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$3,725.76
Maintenance Term (Months): 60				
61000-409603SFF	WKST HP Z220 SFF	2	\$2,161.53	\$4,323.06
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$1,411.20
Maintenance Term (Months): 60				
65000-47001	Z220 SFF TOWER STAND	2	\$57.17	\$114.34
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$37.44
Maintenance Term (Months): 60				
63000-221691	MNTR 22IN FP WIDE SCR LCD (HP #ZR2240W)	2	\$447.82	\$895.64
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$291.84
Maintenance Term (Months): 60				
64007-50017	KEYPAD 24KEY W/25FT CBL	2	\$157.89	\$315.78

Quote #1-116M6BF

All pricing is valid until: 06/16/2014  
 Quotes are exclusive of Taxes  
 Verizon proprietary information

Page 2 of 7

The equipment listed on this quote is solely for domestic use in the United States  
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VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$103.68
Maintenance Term (Months):	60			
04000-01005	KVM DVI 4-PORT SWITCH	2	\$328.04	\$656.08
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$214.08
Maintenance Term (Months):	60			
853030-00302	CCINC 4.X SAM SENT HDWR KIT	2	\$2,248.65	\$4,497.30
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$1,758.72
Maintenance Term (Months):	60			
853004-00401	SAM EXT SPKR KIT	2	\$228.67	\$457.34
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$176.64
Maintenance Term (Months):	60			
809800-35109	R4 IWS CFG	2	\$272.23	\$544.46
809800-35108	R4 IWS STG FEE	2	\$408.35	\$816.70
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$426.24
Maintenance Term (Months):	60			
870890-07501	CPR/SYSPREP IMAGING	1	\$0.00	\$0.00
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$177.60
Maintenance Term (Months):	60			
873099-00502	CCINC 4.X IRR LIC/DOC/MED	2	\$1,354.36	\$2,708.72
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$1,059.84
Maintenance Term (Months):	60			
873099-00602	CCINC 4.X CDR SVR LIC	2	\$1,483.67	\$2,967.34
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$1,160.64
Maintenance Term (Months):	60			
873099-01102	R4 CDR PER SEAT LIC	4	\$122.51	\$490.04

# BUDGETARY

Verizon Select Services Inc.



VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	4		\$192.00
Maintenance Term (Months): 60				
64040-60020	PRINTER B/W USB LASERJET	1	\$507.71	\$507.71
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$165.60
Maintenance Term (Months): 60				
65000-00002	CBL PATCH 3FT, PNL TO SW	1	\$12.25	\$12.25
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$3.84
Maintenance Term (Months): 60				
04000-26201	SWITCH 24-PORT 2620	2	\$739.11	\$1,478.22
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$482.88
Maintenance Term (Months): 60				
2213936-1-SR1	PAT FXO GATEWAY 4PORT	2	\$1,086.22	\$2,172.44
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$848.64
Maintenance Term (Months): 60				
2213938-1-SR1	PAT FXS GATEWAY 4PORT	2	\$981.40	\$1,962.80
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$768.00
Maintenance Term (Months): 60				
03800-03030	FIREWALL- MODEM 60	1	\$786.76	\$786.76
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$256.32
Maintenance Term (Months): 60				
06500-55053	EQPMT RACK 19 INCH	1	\$374.33	\$374.33
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$156.96
Maintenance Term (Months): 60				
63002-172805	MNTR 17IN W/SPKRS NEC	1	\$298.10	\$298.10
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$97.44
Maintenance Term (Months): 60				

Quote #1-116M6BF

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# BUDGETARY

Verizon Select Services Inc.



64021-10025	KYBD/MOUSE BUNDLE	1	\$59.89	\$59.89
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$19.20
Maintenance Term (Months):	60			
04000-00484	KVM 4-PORT SWITCH	1	\$601.64	\$601.64
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$196.32
Maintenance Term (Months):	60			
04000-00607	CBL KVM USB CONSOLE	1	\$187.84	\$187.84
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$60.96
Maintenance Term (Months):	60			
04000-60611	CBL KVM USB 10FT	4	\$112.98	\$451.92
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	4		\$147.84
Maintenance Term (Months):	60			
04000-RMM19	BRKT 19IN RACK MTG/ARBITR	1	\$43.55	\$43.55
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$16.80
Maintenance Term (Months):	60			
873399-00102.2	AURORA 2.2 DOC/MED	1	\$0.00	\$0.00
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$0.00
Maintenance Term (Months):	60			
873391-04003	AUR LITE LIC	1	\$0.00	\$0.00
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$177.60
Maintenance Term (Months):	60			
873391-04002	AUR LITE USER LIC	1	\$510.43	\$510.43
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$266.40
Maintenance Term (Months):	60			
04000-00339	SQL 2008R2 CAL RUN ENT	1	\$239.57	\$239.57
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$77.76

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Maintenance Term (Months): 60

873391-04001	AUR LITE COLLECTION LIC	2	\$816.70	\$1,633.40
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$851.52
Maintenance Term (Months): 60				
BA-S00-ALB0	V-AUR LITE SM ADD-ON	1	\$1,166.52	\$1,166.52
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$400.80
Maintenance Term (Months): 60				
871499-01210	M&R 3.0 IP DEVICES LIC	9	\$96.64	\$869.76
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	9		\$341.28
Maintenance Term (Months): 60				
SUBLABOR-E911 809800-00201	VPN CFG SVCS SUBCONTRACTOR LABOR-E911	1	\$251.76	\$251.76
SUBLABOR-E911 809800-17005	FIELD ENG REMOTE SVCS SUBCONTRACTOR LABOR-E911	72	\$125.88	\$9,063.36
SUBLABOR-E911 000001-06701	VSENT 4.X AGENT TRNG SUBCONTRACTOR LABOR-E911	1	\$1,510.59	\$1,510.59
SUBLABOR-E911 000001-06704	VSENT 4.X ADMIN TRNG SUBCONTRACTOR LABOR-E911	1	\$5,035.29	\$5,035.29
SUBLABOR-E911 000000-24407	AURORA LITE ONSITE TRNG SUBCONTRACTOR LABOR-E911	1	\$1,231.13	\$1,231.13
SUBLABOR-E911 000001-45711	ORVL AGENT TRNG SUBCONTRACTOR LABOR-E911	1	\$1,510.59	\$1,510.59
SUBLABOR-E911 000001-25714	ORVL ADMIN TRNG SUBCONTRACTOR LABOR-E911	1	\$7,552.94	\$7,552.94
E911EQUIP-VENDORDISC	E911 EQUIPMENT VENDOR DISCOUNT	1	-\$11,277.11	-\$11,277.11
S1K5XAU	SINERGY S II EXTENDED RUNTIME, 19IN RACK/TOWER MODEL 1500VA , 1050AMP, 50/60HZ, 5-15P, 8 5-20R	2	\$999.90	\$1,999.80
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$1,052.16
Maintenance Term (Months): 60				
SC620	NEW! APC SMART-UPS SC 620VA 120V	2	\$198.36	\$396.72
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$188.16

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Maintenance Term (Months): 60

E911 LABOR R	E911 LABOR - OFFICE HOURS	100	\$100.00	\$10,000.00
E911 LABOR O	E911 LABOR - OVERTIME	8	\$150.00	\$1,200.00
E911 PROJECT MGT R	E911 PROJECT MANAGEMENT - OFFICE HOURS	95	\$100.00	\$9,500.00

**Additional Notes:**

Site	Description
1-1117Q1A	Quote Assumptions: Includes complete 2 position Vesta 4 system including UPS, Aurora Lite MIS, Installation, Training and 5 years of Verizon Maintenance along with Cassidian Monitoring and Response, Security and Patch Management. Customer to provide Netclock with Ethernet Connection for the system.

**Total Extended Sales Price**

<b>Equipment:</b>	\$62,926.40
<b>Labor:</b>	\$46,855.66
<b>Maintenance:</b>	\$28,430.88
<b>Vendor Support, M&amp;R Security Patch Mgmt 5 years:</b>	\$56,709.21
<b>Sales Tax 8.0%:</b>	\$5,034.11
<b>Grand Total:</b>	\$199,956.26

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

For Clerk's Use Only:  
AGENDA NUMBER

22

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

**FROM: County Administrator**

By: Kevin D. Carunchio, Budget Officer  
Amy Shepherd, Auditor-Controller  
Kelley Williams, Assistant to the CAO

**FOR THE BOARD MEETING OF: June 17, 2014**

**SUBJECT: Adoption of Modified Fiscal Year 2013-2014 Board Approved Budget as the Preliminary Budget for Fiscal Year 2014-2015**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board adopt the modified Fiscal Year 2013-2014 Board Approved budget as the Preliminary Budget for Fiscal Year 2014-2015 and approve the fixed assets as recommended by staff (*4/5's vote required*).

**SUMMARY DISCUSSION:**

***Preliminary Budget***

A budget must be adopted for continuation of County operations into Fiscal Year 2014-2015. Therefore, it is the recommendation of the County Administrator that your Board adopt the Fiscal Year 2013-2014 Board Approved County Budget, modified as discussed below, as the Preliminary Budget (spending plan) for Fiscal Year 2014-2015 until your Board holds Budget Hearings and takes action to approve a Final Board Approved County Budget for Fiscal Year 2014-2015, which is expected to occur in mid-September.

The Fiscal Year 2014-2015 Preliminary Budget, which includes all Funds within your Board's purview, contains \$74,473,851 in expenditures and \$74,015,623 in revenues. Of these totals, the General Fund portions are \$47,067,233 and \$45,401,053 respectively.

***Rollover List***

Every year when approving the Preliminary Budget – as is necessary to keep operations going until passage of the Final Budget – your Board authorizes a list of specific expenditures (that would not otherwise be included in the rollover budget) to be undertaken during the “dry period” that do not increase the size of the previous year's budget. This list traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets, and any other necessary and justified expenditure.

As submitted, the Preliminary Budget includes the following fixed assets, capital projects that are ongoing, and new or increased consultant services:

Budget	Budget #	Obj. Code	Amount	Description
Auditor-Controller CALPERS Refunding Safety	010404	4825 5553 5561	\$77,509 \$55,509 \$22,000	Financing Payments
Animal Shelter	010206	4998 5263 5265 5700	\$739,339 \$1,000 \$5,000 \$733.339	To facilitate construction progress for the Animal Shelter Project
CAO-ACO	010201	5650	\$20,000	Emergency purchases
Computer Upgrade	011808	5232	\$20,000	For emergency purchases of equipment
Agriculture Building Project	010207	4599 4990 4998 5650	\$248,597 \$100,000 \$261,446 \$610,043	To facilitate construction progress for the Agriculture Building project
County Service Area #2	810001	4498 5700	\$122,970 \$290,000	Continuance of Sewer Upgrade Project
County Service Area #2-ACO	810101	5801	\$122,970	Continuance of Sewer Upgrade Project
Dehy Park Grant Projects	670105	5265	\$50,607	Environmental Studies
Disaster Services	023700	5650	\$12,312	Remainder of NOAA weather repeater grant
Eastern Sierra Airport Improvement	630303	5700	\$16,955	Retention funds for vault project
Homeland Security Grants	623713	5232 5265 5177 5331	\$1,540 \$10,000 \$19,000 \$6,883	Grant funded equipment purchases Professional Services Maintenance of Computer Travel
Independence Water	152101	5001 5021 5022 5031 5032	\$7,666 \$1,848 \$475 \$821 \$77	Salary for water system employee
Laws Water	152301	5001 5021 5022 5031 5032	\$97 \$23 \$6 \$10 \$1	
Lone Pine Death Valley Airport Operating	150500	5361	\$15,000	Accommodate fuel purchases for the 1 <sup>st</sup> Qtr (due to loss of fixed base operator)
Lone Pine Water	152201	5001 5021 5022 5031 5032	\$11,645 \$2,806 \$722 \$1,248 \$116	Salary for water system employee
Lone Pine Water Upgrade	152202	5620	\$19,200	Infrastructure, Cathodic Protection Tank
Motorpool Operating/Replacement	200100/ 200200	4998/ 5655 5650	\$450,000 \$443,500 \$6,500	To purchase FY 2014-15 vehicles Parks Mower
Parks and Recreation	076998	5232 5650 5640	\$9,000 \$21,000 \$8,730	Tractor Parts Dump Trailer (insurance) Well for Diaz Park
Planning-Yucca Mountain	620605	5265	\$20,000	Possible Groundwater Analysis
Public Works-Deferred Maintenance	011501	5640 5650	\$57,900 \$5,000	Lone Pine/Statham Hall and Water Dept. HVAC projects Generator at the Tecopa Senior Center/Park
Road	034600	5265 5655	\$744,609 \$200,000	Environmental work for emergency road repair Purchase of vehicle

Roads-State Funded	034601	5729	\$25,300	Continuation of Road projects
		5734	\$168,218	
		5735	\$153,230	
		5736	\$147,259	
		5737	\$26,706	
		5738	\$71,714	
		5739	\$98,287	
		5740	\$32,840	
Solid Waste	045700	4499	\$21,235	Partial funding from Indian Gaming Special Distribution Funds grant Purchase 1 Roll Off Container
		5650	\$30,000	
Insurance Trust	011600	5158	\$18,777	To pay increased insurance premiums due by July 30, 2014.
Workers Comp	500902	5158	\$75,762	
Liability Trust	500903	5158	\$50,458	

This year's Preliminary Budget again resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding until the regular Budget Hearings. This affects department requests for "dry period" funding for discretionary purchases and projects, some of which have been long in the pipeline, and some that might need to be funded with categorical monies or Operating Transfers. If these projects and purchases were approved in the Preliminary Budget, they would essentially pre-empt your Board's further consideration and budget flexibility during the Budget Hearing or approval of the Final County Budget. This is particularly important in situations when the project or purchase would need to be funded with an Operating Transfer (e.g., General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs were fully identified through the full budget process.

Please note this Preliminary Budget includes \$56,400 in funding for the Grants-In-Support budget which is fifty-percent of the funding included in the Fiscal Year 2013-2014 Board Approved Budget. Also, the \$100,000 usually designated for the Community Project Sponsorship Program has been removed from the Advertising County Resources budget in this Preliminary Budget pending further discussion about this program by your Board. Your Board could change the appropriations in the Preliminary Budget, however, it may be advisable to wait and evaluate how this year's budget process evolves. The amounts available for both the Advertising County Resources budget and Grants-In-Support budget will certainly be the subject of ongoing consideration throughout the budget process and can always be changed in this year's Recommended Budget and/or Board-Approved Budget.

Also, this year's Preliminary Budget applies reductions to the Salary and Benefits object category in all General Fund Budgets, in a prorated amount that corresponds to the shortfall in projected savings/increased revenues associated with the Service Redesign initiative to date and the Fiscal Year 2014-2015 Service Redesign savings goal of \$1.5. These amounts are reflected in Attachment A, and have been further adjusted to re-incorporate salary savings taken from some General Fund departments as part of the Fiscal Year 2013-2014 Budget. These reductions in personnel costs are not expected to necessitate lay-offs during the dry period, but could result in lay-offs after your Board's adoption of the Fiscal Year 2014-2015 in September. The potentiality for reductions to actually materialize will depend largely on how department heads choose to approach their Fiscal year 2014-2015 budgets in terms of their budget requests; Service Redesign recommendations, etc.

### **ALTERNATIVES**

Your Board could decline to adopt the Preliminary Budget as presented, however, this is not recommended because a spending plan needs to be in place for continuation of operations prior to adoption of a Final Board Approved Budget for Fiscal Year 2014-2015. Your Board could also choose to adopt a Preliminary Budget that

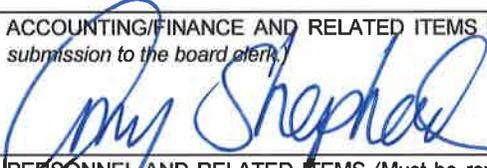
modifies the amounts presented here. This option is also not recommended because the Board must have a spending plan in place for Fiscal Year 2014-2015, which commences on July 1, 2014, and because your Board should conduct Budget Hearings before higher spending levels are adopted for Fiscal Year 2014-2015. Alternately, your Board could otherwise modify or reduce the rollover list and consider the eliminated item(s) as part of Fiscal Year 2014-2015 Budget Hearings.

**OTHER AGENCY INVOLVEMENT**

As part of the Fiscal Year 2014-2015 Budget Kickoff workshop, departments were asked to submit requests regarding any fixed asset expenditures, applicable contracts, Public Works and Road projects, and other necessary expenditures for which they anticipated needing funding during the *dry period*. All requests were due by June 2, 2014. The requests (as well as some non-requests) were reviewed by the County Administrator's Office and the Auditor-Controller's Office as part of the preparation of the Fiscal Year 2014-2015 Preliminary Budget, and the Budget Team's recommendation are contained herein.

**FINANCING**

The Preliminary Budget totals approximately \$74,473,851 in expenditures and \$74,015,623 in revenues, which includes \$47,067,233 in expenditures and \$45,401,053 in revenues for the General Fund.

<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: <u>yes</u> Date <u>6/12/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received) \_\_\_\_\_ Date: 6-12-14

BUDGET	Board of Supervisors	CAO-General	County Clerk	Auditor	TC/Treasurer	Assessor	County Counsel
Salary & Benefits	443,420	533,934	261,161	677,115	401,504	738,478	590,330
Services & Supplies	89,794	69,250	2,500	139,550	24,935	155,230	101,032
Internal Services	10,551	18,344	6,329	17,758	9,085	20,291	23,617
Other Charges							
<b>Total Expenses (Less FA, OF,CT)</b>	<b>543,765</b>	<b>621,528</b>	<b>269,990</b>	<b>834,423</b>	<b>435,524</b>	<b>913,999</b>	<b>714,979</b>
<b>Weighted Rate GF</b>	<b>1.69%</b>	<b>1.93%</b>	<b>0.84%</b>	<b>2.59%</b>	<b>1.35%</b>	<b>2.84%</b>	<b>2.22%</b>
<b>Reduction by Weight Rate GF(1,800,000)</b>	<b>30,427</b>	<b>34,779</b>	<b>15,108</b>	<b>46,691</b>	<b>24,370</b>	<b>51,144</b>	<b>40,008</b>

	Risk Management	Elections	Maintenance B&G	ACR	Grants & Support	Public Works	Information Services
Salary & Benefits	163,727	106,078	658,081			918,139	894,690
Services & Supplies	6,000	137,720	625,583	156,500		30,699	554,563
Internal Services	3,523	6,651	87,282	4,000		74,664	18,517
Other Charges				84,700	115,000		
<b>Total Expenses (Less FA, OF,CT)</b>	<b>173,250</b>	<b>250,449</b>	<b>1,370,946</b>	<b>245,200</b>	<b>115,000</b>	<b>1,023,502</b>	<b>1,467,770</b>
<b>Weighted Rate GF</b>	<b>0.54%</b>	<b>0.78%</b>	<b>4.26%</b>	<b>0.76%</b>	<b>0.36%</b>	<b>3.18%</b>	<b>4.56%</b>
<b>Reduction by Weight Rate GF(1,800,000)</b>	<b>9,694</b>	<b>14,014</b>	<b>76,713</b>	<b>13,721</b>	<b>6,435</b>	<b>57,272</b>	<b>82,131</b>

	Inyo Co Gold	Parks	Farm Advisor	Museum	Veterans Services	Coroner	Animal Control
Salary & Benefits	407,767	326,138	88,513	192,406	96,532	70,025	462,553
Services & Supplies	148,883	298,818	7,550	24,550	18,332	68,248	62,363
Internal Services	60,168	61,370	18,460	6,097	8,845	1,150	73,937
Other Charges							
<b>Total Expenses (Less FA, OF,CT)</b>	<b>616,818</b>	<b>686,326</b>	<b>114,523</b>	<b>223,053</b>	<b>123,709</b>	<b>139,423</b>	<b>598,853</b>
<b>Weighted Rate GF</b>	<b>1.92%</b>	<b>2.13%</b>	<b>0.36%</b>	<b>0.69%</b>	<b>0.38%</b>	<b>0.43%</b>	<b>1.86%</b>
<b>Reduction by Weight Rate GF(1,800,000)</b>	<b>34,515</b>	<b>38,404</b>	<b>6,408</b>	<b>12,481</b>	<b>6,922</b>	<b>7,802</b>	<b>33,510</b>

## ATTACHMENT A

BUDGET	Personnel	Probation	Juvenile	Building & Safety	Public Guardian	Ag Comm	Planning
Salary & Benefits	255,129	1,159,940	2,121,080	285,062	175,430	281,759	499,192
Services & Supplies	323,421	293,815	332,433	13,003	10,805	32,862	282,825
Internal Services	15,056	67,400	85,344	40,839	7,471	24,599	54,684
Other Charges							
<b>Total Expenses (Less FA, OF,CT)</b>	<b>593,606</b>	<b>1,521,155</b>	<b>2,538,857</b>	<b>338,904</b>	<b>193,706</b>	<b>339,220</b>	<b>836,701</b>
<b>Weighted Rate GF</b>	<b>1.85%</b>	<b>4.73%</b>	<b>7.89%</b>	<b>1.05%</b>	<b>0.60%</b>	<b>1.05%</b>	<b>2.60%</b>
<b>Reduction by Weight Rate GF(1,800,000)</b>	<b>33,216</b>	<b>85,118</b>	<b>142,065</b>	<b>18,964</b>	<b>10,839</b>	<b>18,982</b>	<b>46,819</b>

	District Attorney	District Attorney-Safety	Public Defender	Sheriff	Sheriff-Safety	Jail	Jail-Safety
Salary & Benefits	961,500	451,286		1,152,323	3,645,493	2,063,362	1,690,512
Services & Supplies	104,605		804,633	467,028		569,497	
Internal Services	68,847	21,798	1,221	786,139	175,345	69,126	72,901
Other Charges							
<b>Total Expenses (Less FA, OF,CT)</b>	<b>1,134,952</b>	<b>473,084</b>	<b>805,854</b>	<b>2,405,490</b>	<b>3,820,838</b>	<b>2,701,985</b>	<b>1,763,413</b>
<b>Weighted Rate GF</b>	<b>3.53%</b>	<b>1.47%</b>	<b>2.51%</b>	<b>7.48%</b>	<b>11.88%</b>	<b>8.40%</b>	<b>5.48%</b>
<b>Reduction by Weight Rate GF(1,800,000)</b>	<b>63,508</b>	<b>26,472</b>	<b>45,093</b>	<b>134,603</b>	<b>213,801</b>	<b>151,194</b>	<b>98,674</b>

	Env Health	Library	Com Mental Health	Health	Social Service
Salary & Benefits	638,616	401,852	3,364,871	965,375	3,703,050
Services & Supplies	27,823	48,000	460,130	579,948	721,886
Internal Services	56,865	43,911	357,124	97,124	659,563
Other Charges					
<b>Total Expenses (Less FA, OF,CT)</b>	<b>723,304</b>	<b>493,763</b>	<b>4,182,125</b>	<b>1,642,447</b>	<b>5,084,499</b>
<b>Weighted Rate GF</b>	<b>2.25%</b>	<b>1.53%</b>	<b>9.71%</b>	<b>3.81%</b>	<b>11.80%</b>
<b>Reduction by Weight Rate GF(1,800,000)</b>	<b>40,474</b>	<b>27,629</b>	<b>174,753</b>	<b>68,631</b>	<b>212,459</b>

## ATTACHMENT A



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

For Clerk's Use Only:  
AGENDA NUMBER

23

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

**FROM:** Thomas L. Hardy, District Attorney

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT:** Fiscal Year 2013/2014 Justice Grant (JAG) Anti-Drug Abuse (ADA) Enforcement Team Program Grant.

**DEPARTMENTAL RECOMMENDATION:**

- A) Request Board Authorize acceptance of the Inyo County Justice Grant (JAG) Anti-Drug Abuse (ADA) Enforcement Team Program Grant (#BSCC 621-13) in the amount of \$84,522.00 from the Board of State and Community Corrections for Fiscal Year 2013/2014 (Grant period 10/01/13 – 09/30/14).
- B) Authorize the District Attorney to sign any necessary documentation to accept and utilize the grant on behalf of the County.
- C) Amend the County's Fiscal Year 2013/2014 Budget by replacing the current Budget as follows:
- Increase estimated revenue in OES-DSTF Budget #620313 – Federal Grants (4555) in the amount of \$63,392.00.
  - Increase appropriations in OES-DSTF Budget #620313 in the amount of \$63,392.00 as follows: Internal Charges (5121) \$31,705.00; Cell Phones (5122) \$3,500.00; Maintenance of Equipment (5171) \$325.00; Office, Space & Rent (5291) \$18,819.00; General Operating Expense (5311) \$5,043.00; Utilities (5351) \$4,000.00.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This is the (24th) twenty-fourth year we have applied for and been offered this grant. The grant total is \$84,522.00. The grant is being administrated by the Board of State and Community Corrections for the time period October 1, 2013 to September 30, 2014. For Fiscal Year 2013/2014 we have budgeted a nine (9) month period (three (3) quarters) October 1, 2013 to June 30, 2014 in the amount of \$63,392.00. The remainder of the grant July 1, 2014 to September 30, 2014 (one (1) quarter) will be budgeted in the amount of \$21,130.00 for the Fiscal Year 2014/2015. This Grant provides for a portion of the salary and benefits of the INET Legal Secretary at 49% and the Inyo County Sheriff's CalMET grant provides the other 51%. 100% of the INET Legal Secretary's Salary and Benefits is budgeted in the District Attorney General Budget (#022400). 49% will be taken from this grant budget and 51% will be transferred from the Sheriff's CalMET grant quarterly to the District Attorney's General Budget (022400). After salaries and benefits, remaining funds pay for office space rent, utilities, office security system and miscellaneous operating costs. This grant does not allow for the County Cost Plan and County Administration fees.

We respectfully request your consideration of acceptance of this grant, which makes possible the continuation of the serious and effective enforcement of the State's controlled substance laws in this County of Inyo. This earnest addressing of the "drug problem" which faces Inyo County strikes at the core of a myriad of other crime-related problems.

Staff recommends the following appropriations for FY 2013/2014 as follows:

Internal Charges (5121)	31,705.00
(49% Salary and Benefits \$30,705.00)	
Cellular Telephones (5122)	3,500.00
Maintenance of Equipment (5171)	325.00
Office Space, & Rent (5291)	18,819.00
General Operating (5311)	5,043.00
Utilities (5351)	<u>4,000.00</u>
Total	\$63,392.00

**ALTERNATIVES:**

Without your Board's acceptance of the Grant, the INET Task Force would have to look for other possibilities of funding.

**OTHER AGENCY INVOLVEMENT:**

Inyo Sheriff's Department, Inyo County Probation Department, Bishop Police Department, California Highway Patrol.

**FINANCING:**

Total Grant amount is \$84,522.00. Fiscal Year 2013/2014 Grant amount is \$63,392.00 October 1, 2013 to June 30, 2014. Budget #620313. The County expends funds and then a claim is made to the State for reimbursement. The remaining grant will be budgeted and spent in FY 2013/2014.

<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>  Approved: <input checked="" type="checkbox"/> Date <u>06/06/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>6/9/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

BUDGET OFFICER:  Approved:  Date: 6-11-14

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)  Date: 6/10/14



Board of State and Community Corrections  
600 Bercut Drive, Sacramento, CA 95811  
916.445.5073 PHONE  
916.327.3317 FAX  
bscc.ca.gov

GOVERNOR **Edmund G. Brown Jr.**  
CHAIR **Linda M. Penner**  
EXECUTIVE DIRECTOR **Kathleen T. Howard**

May 21, 2014

Thomas Hardy, District Attorney  
Inyo County District Attorney's Office  
P.O. Drawer D  
Independence, CA 93526

RECEIVED  
MAY 27 2014  
Inyo District Attorney  
Independence

RE: 2013-14 Justice Assistance Grant (JAG) – Anti-Drug Abuse (ADA) Enforcement Team Program  
Grant Award Number BSCC 621-13

Dear Mr. Hardy:

Your copy of the fully-executed Grant Agreement for funds awarded under the 2013-2014 JAG-ADA Program is enclosed. This document should be kept in your official project file.

As you begin the administration of your grant we encourage you to do the following:

- Refer to Sections 4 and 5 in the Grant Agreement to review the reporting requirements for your project;
- Refer to the Board of State and Community Corrections (BSCC), Corrections Planning and Programs webpage for your project's Excel invoicing file and progress reporting form: [www.bscc.ca.gov/programs-and-services/cpp/services](http://www.bscc.ca.gov/programs-and-services/cpp/services); and
- For additional guidelines for the administration of your grant refer to the Contract Administration and Audit Guide – July 2012 edition which includes requirements and forms to be used in the administration of your grant, located at: [www.bscc.ca.gov/resources](http://www.bscc.ca.gov/resources).

Should you have any questions or require assistance, please contact your assigned Field Representative, Daryle McDaniel at (916) 341-7392 or [Daryle.McDaniel@bscc.ca.gov](mailto:Daryle.McDaniel@bscc.ca.gov). The BSCC looks forward to our partnership to ensure the successful completion of your project.

Sincerely,

WILLIAM J. CROUT  
Deputy Director  
Corrections Planning and Programs Division

Enclosure

cc (letter only): Amy Shepherd, Financial Officer  
Kris Porter, Day-to-Day Project Contact

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

AGREEMENT NUMBER

**BSCC 621-13**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR'S NAME

**INYO COUNTY**

2. The term of this Agreement is: **OCTOBER 1, 2013** through **SEPTEMBER 30, 2014**

3. The maximum amount of this Agreement is: **\$ 84,522.00**  
EIGHTY-FOUR THOUSAND, FIVE HUNDRED TWENTY-TWO DOLLARS AND NO CENTS

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

Sections 1 through 11 4 pages

Exhibit A – JUSTICE ASSISTANCE GRANT Standard Conditions 6 pages

Exhibit B – Federal Assurances 7 pages

Exhibit C – General Terms and Conditions GTC 610

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx) (CA Department of General Services, Office of Legal Services – Standard Contract Language).*

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**INYO COUNTY**

BY (Authorized Signature)



DATE SIGNED (Do not type)

**5-13-14**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Thomas Hardy, District Attorney**

ADDRESS

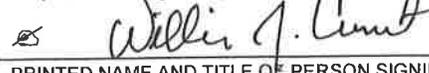
**P.O. Drawer D, Independence, CA 93526**

**STATE OF CALIFORNIA**

AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

BY (Authorized Signature)



DATE SIGNED (Do not type)

**5/21/14**

PRINTED NAME AND TITLE OF PERSON SIGNING

**WILLIAM J. CROUT, Deputy Director**

ADDRESS

**600 Bercut Drive, Sacramento, CA 95811**

*California Department of General Services Use Only*

Exempt per:  
State Contracting Manual (SCM) 4.06



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

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

For Clerk's Use  
Only:

AGENDA NUMBER

24

FROM: Public Works Department

FOR THE BOARD MEETING OF: June <sup>17</sup>~~7~~, 2014

SUBJECT: Lease Agreement for 126 N. Washington, Lone Pine CA

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board ratify a lease agreement with Franz Properties for the property located at 126 N Washington Street, Lone Pine CA. The proposed lease will include an initial term of three (3) years with two (2) options to extend for one (1) year. The initial lease fee of \$500 will be subject to three percent (3%) annual increases.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

In June of 2008 the County of Inyo entered into the original lease agreement with Franz Properties for the property located at 126 N. Washington Street in Lone Pine CA for the purpose of providing a Wellness Center for the community. The proposed initial lease fee represents a modest decrease of approximately three percent (3%) as compared to the current fee and will terminate in May of 2019 if all options are exercised.

**ALTERNATIVES:**

The Board could choose to direct staff to negotiate alternative terms or research additional locations.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor Controller  
Inyo County Department of Health and Human Services

**FINANCING:**

Funding for the lease costs are derived from the budget of Department utilizing the space.

FROM: Public Works Department

FOR THE BOARD MEETING OF: June <sup>17</sup> 8, 2014

SUBJECT: Lease Agreement for 126 N. Washington, Lone Pine CA

**APPROVALS**

COUNTY COUNSEL:

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

*Margaret Kemp-Williams*

Approved:  Date 05/28/14

AUDITOR/CONTROLLER

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

*[Signature]*

Approved:  Date 5/29/2014

PERSONNEL DIRECTOR

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

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*[Signature]*

Date: 6/6/14

**LEASE AGREEMENT  
BY AND BETWEEN THE COUNTY OF INYO AND**

\_\_\_\_\_  
Franz Properties

THIS LEASE AGREEMENT, made and entered into this 1 day of June 2014,  
by and between Franz Properties, hereinafter  
referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter  
referred to as "County," whereby the parties hereto agree as follows:

**WITNESSETH:**

**SECTION ONE. ADMINISTRATION.**

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the  
County by Clint Quilter, whose title  
is: Public Works Director, hereinafter referred to as "County's Lease Administrator," and  
on behalf of Lessor by Franz Properties.

**SECTION TWO. DESCRIPTION.**

Lessor hereby leases to County that real property described as \_\_\_\_\_  
126 North Washington Street, Lone Pine, CA 93545

Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions  
hereafter set forth.

**SECTION THREE. PARKING.**

County shall have reasonable non-exclusive use of the parking areas located N/A  
\_\_\_\_\_ in  
common with other tenants and occupants of the leased premises, together with the right of reasonable  
ingress and egress to the leased premises parking area.

**SECTION FOUR. INITIAL TERM AND OPTIONS.**

The initial term of this Lease is for  
Three (3) years, commencing on  
June 1, 2014 and terminating on May 31, 2017. In addition,  
County shall have two options to extend the Lease for additional one-year periods as follows:

- a. From June 1, 2017 through May 31, 2018
- b. From June 1, 2018 through May 31, 2019

County shall exercise such options by giving written notice to Lessor at least thirty (30) days before  
the expiration of the Lease Term, or an extension thereof.

The notice shall specify the period of the options being exercised. Except as provided for in Section  
Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

**SECTION FIVE . EARLY TERMINATION.**

The ability of County to enter into this Lease is based upon available funding from various sources such as, without limitation, grants or other appropriations from other governmental entities. This Lease may be terminated by County at its sole discretion by first giving to Lessor no less than sixty (60) day written notice in the event that, for reasons not reasonably within County's control, such funding from one or more of such sources fails, is reduced, or is otherwise modified in such a manner as to render all or part of the funding unavailable for payment of rent pursuant to this Lease.

**SECTION SIX. HOLDING OVER.**

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

**SECTION SEVEN. RENT.**

The rent reserved to Lessor herein shall be the sum of Five Hundred Dollars and No/100  
Dollars (\$ 500.00 ) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of Three percent (3 %) of the rent for the previous Lease period.

**SECTION EIGHT. PRORATED RENT.**

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six (Holding Over).

**SECTION NINE. USE.**

It is the intention of the County to occupy and use the leased premises for Health and Human Services Outreach Program.  
County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

**SECTION TEN. HOURS.**

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

**SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.**

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.

**SECTION TWELVE. UTILITIES.**

Lessor shall provide and pay for the following utilities: N/A.  
County shall provide and pay for the following utilities: All Utilities included water, sewer, electrical and telephone

**SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.**

County shall furnish at County's sole expense janitorial and trash removal services which may be required on the leased premises, not less than N/A weekly. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

**SECTION FOURTEEN. MAINTENANCE.**

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

**SECTION FIFTEEN. SIGNS.**

County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.

**SECTION SIXTEEN. FORCE MAJEURE.**

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

**SECTION SEVENTEEN. WASTE.**

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

**SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.**

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been

made or reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

**SECTION NINETEEN. HOLD HARMLESS.**

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

**SECTION TWENTY. RIGHT OF ENTRY.**

Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed.

**SECTION TWENTY-ONE. QUIET POSSESSION.**

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

**SECTION TWENTY-TWO. NOTICE.**

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

<b>COUNTY</b>	
Inyo County Public Works Department	Department
P.O. Drawer Q	Address
Independence, CA 93526	City and State

**LESSOR**

Franz Properties

12133 Branicole Lane

San Diego, CA 92129

Name

Address

City and State

**SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.**

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

**SECTION TWENTY-FOUR. SUBORDINATION.**

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

**SECTION TWENTY-FIVE. MECHANIC'S LIEN.**

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

**SECTION TWENTY-SIX. COMPLIANCE WITH LAW.**

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

**SECTION TWENTY-SEVEN. WAIVER.**

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

**SECTION TWENTY-EIGHT. DEFAULT.**

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

**SECTION TWENTY-NINE. INUREMENT.**

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**SECTION THIRTY. ATTORNEY'S FEES AND COSTS.**

In any legal proceeding initiated by a party to the Lease against the other party arising from or relating to the Lease or the use of the Leased Premises hereunder, the non-prevailing party shall pay all costs, including reasonable attorney's fees, incurred by the prevailing party in connection with the legal proceedings.

**SECTION THIRTY-ONE. SEVERABILITY.**

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**SECTION THIRTY-TWO. TIME IS OF ESSENCE.**

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

**SECTION THIRTY-THREE. ADDITIONAL TERMS AND CONDITIONS.**

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: Security Deposit of \$300.00

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**SECTION THIRTY-FOUR. AMENDMENT.**

The Lease may be amended only by a written document signed by all parties hereto.

**SECTION THIRTY-FIVE. ENTIRE AGREEMENT.**

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

**SECTION THIRTY-SIX. CONSTRUCTION OF AGREEMENT.**

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

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**LEASE AGREEMENT  
BY AND BETWEEN THE COUNTY OF INYO AND  
Franz Properties**

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**Initial Term of Lease:**  
June 1, 2014 - May 31, 2015

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IN WITNESS THEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

**LESSEE**

County of Inyo

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By: \_\_\_\_\_  
Chairperson, Board of Supervisors

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

**LESSOR**

\_\_\_\_\_  
(Please Type or Print Name)

By: \_\_\_\_\_  
(Signature)

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

Approved as to form and content:

\_\_\_\_\_  
County's Lease Administrator

Approved as to form and legality:

\_\_\_\_\_  
County Counsel

Approved as to accounting form and content:

  
\_\_\_\_\_  
County Auditor

Approved as to insurance and risk management:

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



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

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

For Clerk's Use  
Only:

AGENDA NUMBER

25

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 17, 2014

SUBJECT: Approve the contract with Wilder Barton, Inc. for the operation of the Laws, Independence, and Lone Pine Town Water Systems.

**DEPARTMENTAL RECOMMENDATIONS:**

Request that your Board approve the contract with Wilder Barton, Inc. for the operation of the Laws, Independence and Lone Pine Town Water Systems for an amount not to exceed \$564,000 for the period of July 1, 2014 through June 30, 2017, subject to funding availability and adoption of future budgets, and authorize the Chairman to sign the contract, contingent on obtaining appropriate signatures.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

As directed by your Board on April 15, 2014, staff has negotiated a contract with Wilder Barton, Inc. for the operation of the Laws, Independence, and Lone Pine Town Water Systems. The contract period is from July 1, 2014 to June 30, 2017. The annual contract amount is \$188,000. The previous contract was approximately \$323,000 annually.

Over the last several months, the Board has been provided a substantial amount of information regarding the adjustments to the scope of work that ensure that the contract operator is paid for specific items of work and does not need to include the cost of unknowns in their contract. As previously conveyed to the Board, the items that have been taken out of the scope of work will be performed by County staff or contract forces and are not the responsibility of Wilder Barton, Inc.

The annual contract will be paid in twelve equal monthly installment with an invoice provided by Wilder Barton, Inc. for each installment. **A number of operational reporting items must be included with each invoice in order complete the payment. This will ensure that contract provisions are monitored and enforced which was a substantial problem with the previous operating contract.**

Upon Board approval of the contract, Wilder Barton, Inc. and staff will notify all customers of the change in contractor.

**ALTERNATIVES:**

1. The Board could provide additional direction and/or request additional information.
2. The Board could choose not to authorize the contract and provide staff with direction. This would necessitate negotiating another extension with Owenyo Services. This is not recommended as staff believes this contract is in the best interest of the County and the Town Water Systems.

Agenda Request Form  
Board meeting of June 17, 2014  
Subject: Wilder Barton, Inc. Town Water Systems.

**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

The contract, if approved in the future, will be funded from the Budget Units 152101, 152201, and 152301. Staff anticipates no subsidy from the County's General Fund to operate the systems. Approval of this contract and associated changes to operational duties will also provide approximately \$81,000 per year of General Fund Salary Savings.

**APPROVALS**

COUNTY COUNSEL:

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

*Margaret Kempthorne* Approved: yes Date 06/10/14

AUDITOR/CONTROLLER

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

*[Signature]* Approved: yes Date 6/12/2014

PERSONNEL DIRECTOR

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

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*[Signature]* Date: 6/17/14

**ATTACHMENT A**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
**Wilder Barton, Inc.**  
**FOR THE PROVISION OF** Operations and Maintenance of Town Water Systems **SERVICES**

**TERM:**

**FROM:** July 1, 2014      **TO:** June 30, 2017

**SCOPE OF WORK:**

See Attachment A Scope of Work attached herein.



Scope of Work

Attachment A

To The

**COUNTY OF INYO TOWN WATER SYSTEM  
OPERATIONS AND MAINTENANCE AGREEMENT**

**Inyo County Standard Contract #116**

**Town Water Systems  
Laws, Independence and Lone Pine**

**County of Inyo & Wilder Barton, Inc.**

**June 11, 2014**

## **1. Introduction**

This document is Attachment A, Scope of Work to Inyo County Standard Contract #116 for the Operations and Maintenance of the Town Water Systems at Laws, Independence, and Lone Pine, California between Inyo County and Wilder Barton, Inc.

During the term of the Operations and Maintenance Agreement Wilder Barton, Inc. will operate, maintain, and repair three (3) Town Water Systems at Laws, Independence and Lone Pine to the extent provided within this Scope of Work and accompanying documents referenced herein, which are a part of this Scope of Work. The wells and pumps are owned and maintained by the City of Los Angeles Department of Water and Power (LADWP). The 3 water systems are more fully described in Appendix 1 of this Scope of Work.

## **2. Additional documents**

The latest revision of the following documents form a part of this Scope of Work:

Water Supply Permit to Inyo County- Independence Water System (Permit #03-13-04P-006) issued by California Public Health Department.

Permit amendment No. 05-13-10PA-054 for Inyo County- Independence West Tank and East Tank (system No. 1410008) appending Permit #03-13--04P-006.

Water Supply Permit to Inyo County- Lone Pine Water System (Permit #03-13-04P-007) issued by California Public Health Department.

Water Supply Permit to Inyo County- Laws Water System to be issued by Inyo County Environmental Health Department.

All required forms, records, and reports referenced within Section 3 below.

Operations and Maintenance Manual developed jointly by Inyo County and Wilder Barton per Section 3(e) below.

The following Operational Plans in place or to be developed jointly by Inyo County and Wilder Barton per Section 3(e) below:

- Preventative & Corrective Maintenance Plan
- Confined Space Safety Plan
- Injury and Illness Prevention Plan
- Valve Exercising and Flushing Plan
- Emergency Chlorination Plan
- Cross Connection Control Plan, to the extent applicable to Section 3(c) tasks below
- Water Quality Sampling Plan meeting the Groundwater Rule
- Water Quality Emergency Notification Plan, and other State required operational plans

Inyo County Standard Specifications available on the county website at [www.inyocounty.us](http://www.inyocounty.us)

The Public Works Manual Prepared by the California Division of Labor Standards enforcement of the Department of Industrial Relations, at [http://www.dir.ca.gov/dlse/PW\\_Manual\\_FINAL%20REVIEW.pdf](http://www.dir.ca.gov/dlse/PW_Manual_FINAL%20REVIEW.pdf)

Other water industry documents as appropriate.

**3. Operations and Maintenance**

- a) Wilder Barton, Inc. will provide all functions, operations, personnel, licenses, certifications, equipment, tools, materials, supplies, chemicals, testing, vehicles, uniforms, etc. required for the business of purveying water to the public, except as excluded below.
- b) Wilder Barton, Inc. shall be subject to oversight by the California Department of Public Health (DPH) or California State Water Resources Control Board (SWRCB), (Independence and Lone Pine systems), Inyo County Environmental Health Department (Laws system) and Department of Public Works (comprehensive project oversight). Operations and Maintenance will comply with the regulations of the oversight agencies.
- c) The following tasks are the Standard Operating Procedures and will be completed at the indicated frequency by Wilder Barton’s non certified operators or certified operators as indicated within the table. “Nature” means the nature of the task- of conceptual, routine or non-routine nature; “Freq” means “Frequency”, “No.” is number of task, “Cert.” is the required or acceptable certification, and “San Survey” is the USEPA Sanitary Survey Element.

**Section 3(c) Tasks**

**(Standard Operating Procedures)**

<b>Nature</b>	<b>Freq.</b>	<b>No.</b>	<b>Task:</b>	<b>Cert.</b>	<b>San Survey</b>
Concept:			SCADA tank Ops: Maintaining water levels in tanks thru use of SCADA equipment.	D1	Water Sources
Concept:			Emergency on-call by certified operators 24 hours per day 7 days per week	D1/ D2	System Mgmt & OP's
Concept:			System chlorination to 0.5 mg/L: Chlorinating the system pursuant to the current Public Health Department operating permit to a target residual of 0.5 mg/L at the injection point. Presence of 0.5 mg/l free chlorine residual determined in the field by any applicable USEPA method. Presence of 0.5 mg/l free chlorine residual as determined by the rolling annual average of disinfectant residuals report sent quarterly to Department of Public Health. Values in report based upon residuals taken with Bacteriological samples.	D1/ T1	Treatment Facilities
Concept:			Chemicals or parts ANSI / NSF 60, 61 or FDA approved: Ensuring the use only of chemicals and parts in the water system meeting ANSI / NSF 60 & 61 or parts designated as "FDA approved".	D1	Treatment Facilities

Nature	Freq.	No.	Task:	Cert.	San Survey
Concept:			Customer liaison, office hours: Serve as the liaison with the customers of the water system. Establish an "office hours" telephone number where the customers can contact the system operator. Establish an "after hours" telephone number where customers can contact the operator in emergency situations. This liaison function shall also include responsibility for resolving with customers complaints, billing issues, informing customers of proposed service interruptions, system repairs, construction activities, and service related questions.	----	System Mgmt & OP's
Concept:			Contractor supplied materials/installation warranted for 3 years: Any installation or materials associated with installation covered by the Scope of Work shall be warranted for 3 years.	----	System Mgmt & OP's
Concept:			Recognized by State as providing Chief and Shift Operator: The selected entity shall be recognized by the State of California as providing the Chief (D2) and Shift (D2/D1) system operators.	D2	Operator Compliance
Concept:			Direct responsible charge of day to day activities: Operator shall be in direct responsible charge of all day-to-day operations, maintenance, and treatment of the water system.	D2	Operator Compliance
Concept:			Maintain local D2 operator certification & Section 63770 activities: Maintain at least a D2 valid operator certificate issued by the state of California Public Health Department. Provide 2 local certified operators at all times in accordance with Title 22, Division 4, Section 63770 of the California Code of Regulations to make operational decisions affecting and carrying out the following:	D2	Operator Compliance
Concept:			a. Install, tap, disinfect, test, and connect water mains and appurtenances.	D1	Operator Compliance
Concept:			b. Shutdown, repair, disinfect, and test broken water mains.	D1	Operator Compliance
Concept:			c. Oversee the flushing and cleaning of existing water mains.	D1	Operator Compliance
Concept:			d. Stand-by emergency response duties for after-hours emergencies.	D1	Operator Compliance
Concept:			e. Drain, clean, disinfect, and maintain distribution reservoirs.	D1	Operator Compliance

Nature	Freq.	No.	Task:	Cert.	San Survey
Concept:			f. Operate pumps and related flow and pressure control and storage facilities manually or by using a system control and data acquisition (SCADA) system.	D1	Operator Compliance
Concept:			g. Maintain and / or adjust system flow and pressure regulating valves to meet consumer demands including fire flow demands of 1,500 gallons per minute minimum at 20 pounds per square inch (psi) and minimum pressure requirements of at least 40 psi. Lone Pine currently maintains approximately 68 psi at the pressure chart recorder and Laws operates on a pressure switch set between 40 psi and 65 psi. The pressures in the Independence system are dependent upon existing water levels in the tanks and if wells are operating.	D1	Operator Compliance
Concept:			h. Determine and control proper chemical dosage rates for wellhead disinfection and distribution system residual per the operating permit issued by the Public Health Department.	D1/ T1	Operator Compliance
Concept:			i. Investigate water quality problems in the distribution system.	D1/ T1	Operator Compliance
Routine:	Daily	1	OPs analysis: Analyze operational data daily to verify the proper operation of the transducers and SCADA equipment. This data would be forwarded to Public Works daily and would include but not be limited to the prior day's determination of town demand in MG and rate in gpm, tank fill, and drain rates in GPM, approximate time of day of pump on/pump off operation, troubleshoot apparent transducer or SCADA failures determining the cause and the corrective action taken to remedy the problems, and replacement of defective transducers. Include a statement that demonstrates an understanding of the system operation and whether the system is stable and operating as expected, if not, the corrective work undertaken to remedy the situation. Use Operations Analysis Standard Operating Procedures and form.	D1/ T1	Mon,Rept& DataVerify
Routine:	Daily	2	Tank exterior inspection: Visually inspect exterior of all tanks. Look for obvious problems. Should a problem arise with tanks and reservoirs, report problems and corrective actions taken to Public Works Department. Record findings of all inspections on Tank Inspection Sheet and make them available to the county upon request.	----	Finished Water Storage

Nature	Freq.	No.	Task:	Cert.	San Survey
Routine:	Weekly	3	<p>CL2 daily visits 3/wk: Be on site 3 times per week to visually inspect, check and top off hypochlorite crocks, determine free and total chlorine residual at chlorination building, and in distribution system as necessary using EPA approved methods. The following information will be entered into "WATER SYSTEMS DAILY LOG-Independence": day and time of visit, generator fuel &amp; oil levels and hour meter read, acre-feet read and current GPM through town demand meter, water pressure, water level in tanks via the RUGID system, (note the hour and date on the RUGID system-the date and time on the three rtu's and the master unit are not synchronized), free and total chlorine residual using approved EPA methods, dilute hypochlorite solution level in crocks found, level filled to, and resulting solution used since last visit, reading on Hach CL-17 analyzer, LADWP's W357 well meter read, chlorination pump stroke and rate settings, and operator's initials. The following information will be entered into "WATER SYSTEM DAILY LOG-Lone Pine": all of the above information except the W357 meter reading, but adding well meter reads for both W344 and W346. For Laws, "WATER SYSTEM DAILY LOG-Laws" will be similar to Independence, but rather than W357 and storage tank levels, W354 reading and hydropneumatic tank levels will be entered. Refer to Chlorination systems operations and maintenance SOP.</p> <p>At same time as chlorination daily visits, visit Independence well W384 and inspect for housekeeping needs, and inspect Laws well W413 chart recorder for expected operation, enter Cla-Valve vault to check for leaks, gage pressures, pressure switch display, etc.</p>	D1/ T1	Treatment Facilities

Nature	Freq.	No.	Task:	Cert.	San Survey
Routine:	Weekly	4	<p>CL2 equipment repair: Wilder Barton supplies all chlorination parts. Replacement of failed hose clamps, leaking diaphragms, etc. Replacement of crocks with Ryan-Herco or Nalgene crocks only, plumbing and other chlorination appurtenances. Any hypochlorite parts and plumbing will consist of white polyethylene lids and crocks of 100 to 110 gallons each, PVC bulkhead fittings in the crocks with Viton gaskets inside and out, PVC schedule 80 nipples, PVC hose fitting, schedule 80 CPVC ball valves w/ Viton O-rings, polyethylene or polypropylene barbed tube fittings, FDA or NSF-61 approved vinyl tubing from the crocks to the chlorinator, poly fittings at the "Y" junction between both crocks, poly fittings on the inlet and outlet of the chlorinator, high pressure braded vinyl tubing from the chlorinator to the injector and hose clamps as appropriate. Specialty glass flow bulbs are present which the operator will be responsible for replacing if it breaks. A specialty laboratory glassware company may have made the bulb. Fixing leaks in hypochlorite system. Refer to Chlorination O&amp;M documents.</p>	D1/ T1	Treatment Facilities
Routine:	Weekly	5	<p>Tank &amp; Appurtenance inspect: Visually inspect exterior of all tanks. Should a problem arise with tanks and reservoirs, report problems and corrective actions taken to Public Works Department. Open all cabinets at tank sites and check for damaged transducers, leaks or tripped breakers. Check roof hatches. Record findings of all inspections on the "Tank Inspection Sheet" and forward copy to the county.</p>	----	Finished Water Storage
Routine:	Weekly	7	<p>6 chart recorder O&amp;M: Change pressure and demand charts once weekly. Use stamp and inkpad to stamp chart with appropriate label: "Indep Town Supply at Chlorination Vault" and "Lone Pine Town Supply" (town demand meter in gpm) Foxboro chart #899689; "Independence Town Supply" and "Lone Pine Town Supply at Hay and Muir" (pressure chart in psi) Bristol Chart No.55040. Refer to instruction manuals for both Bristol and Foxboro chart recorders.</p>	----	Mon,Rept& DataVerify

Nature	Freq.	No.	Task:	Cert.	San Survey
Routine:	Weekly	8	Check 3 generators: On Mondays, check all back-up generators for weekly transfer switch cycling and hour meter read. Record operation hours, fuel in generators, check block heater operation, block temperature, battery water levels, crankcase oil levels, top off as necessary, etc. Record information on Daily Logs identified above. For Lone Pine, whenever operator enters the yard, check the generator first.	----	Distribution System
Routine:	Weekly	10	Administrator: Serve as administrator of the water systems. Coordinate personnel or operators to perform the necessary maintenance and operation activities. Coordinate the purchase of equipment, tools and materials needed to complete the activities. Coordinate the lease or rental of necessary equipment and machinery. Act as the primary contact with the California DPH and the California DWR.	----	System Mgmt & OP's
Routine:	Weekly	11	Billing & clerical services: Provide all billing and related services. Indicate if meter read is estimated and if so, why estimated. Prepare and distribute annually: "Consumer Confidence Reports", "Notice of Rate Increase", "Annual Backflow test required of commercial and other accounts". Compute billings for individual service customers and maintain billing records. Distribute billings to the customers, collect and receive the revenue payments. Make monthly payments to County and provide after each billing cycle. Provide billing activity reports to the county. Include pamphlets (envelope stuffers) provided by Public Works with the billings.	----	System Mgmt & OP's

Nature	Freq.	No.	Task:	Cert.	San Survey
Routine:	Bi-Weekly	12	Customer complaints: Log and respond to water quality and other complaints, customer water turn on/turn off requests, collections, delivery of door hangers, requests for assistance with leak detection at customer's residence and maintenance of a complaint log. Operator is not responsible for, nor authorized by county for entering customer's structure to find or fix leaks. Assisting customers with leak detection could include helping customer read water meter and interpret findings of tattle tale activity, determining if toilets, etc. inside structure are leaking by reading meter and assisting with general help in locating area of leak in customer front yard, house or back yard by having customer alternately turning isolation valves off and then noting activity of tattle tale register on meter. Wilder Barton will generate a Work Order Form and submit to county for approval.	D1	Mon,Rept&DataVerify
Routine:	Bi-Weekly	13	County-Operator meetings: The operator and county shall jointly meet twice each month to discuss past, current and future operations or activities. It is conceived that many of these meetings can be carried out via teleconference and will be brief after the first year of operation.	D1/T1	Operator Compliance
Routine:	Monthly	14	Housekeeping at all sites. Sweep floors, dust. Maintain rodent traps & replace when used, or not functioning. Rinse hypo bottles, dump into tanks, slit with knife lengthwise so container can't be used again, crush bottles and boxes and dispose of.		System Mgmt & OP's
Routine:	Monthly	15	Deliver sodium hypochlorite from Bishop supplier to well sites following all USDOT & international transporting regulations. Vehicles may need placarding depending on amount of material carried.		System Mgmt & OP's

Nature	Freq.	No.	Task:	Cert.	San Survey
Routine:	Monthly	16	Reg-reporting (billing & clerical duties): Prepare all monthly, quarterly and annual reports sent to the regulatory agencies and provide copies to the county. These reports include: "Monthly Summary of Distribution System Coliform Monitoring" and "Quarterly Running Annual Average Disinfectant Residuals Report" sent by the tenth of the month, "Annual Report to Public Health Department" by April 14th and "Annual Consumer Confidence Report" (CCR) by June 15 sent to San Bernardino office of California DPH; "Annual Report" sent to California DWR by May 1. Also requires delivery of "Consumer Confidence Report" to consumers prior to June 30 every year. Submit CCR reports to Public Works for review prior to submitting to California DPH, California SWRCB, or consumers.	D1/ T1	Mon,Rept& DataVerify
Routine:	Monthly	17	O&M reports: Prepare and submit to the county on a monthly basis operational and maintenance records of all water system activities. Operational records would include a monthly data sheet for each chlorination station, tank, and record of well meters input into the system, town demand meters, and metered outputs.	----	Mon,Rept& DataVerify
Routine:	Monthly	18	Water system sampling- Collect all water system samples and sample analysis conducted by a National Environmental Laboratory Accreditation Program certified laboratory certified for the particular constituent analyzed. Refer to United States Environmental Protection Agency instructions for water sample collection. All samples must be collected within the first ten days of the month. Ensure sample delivery to the laboratory within established holding times. This may be problematic for General Physical samples. The following samples and frequencies are required: Bacteriological- 1 per month- Independence-one distribution sample per month, Heterotrophic Plate Count: one each tank sample per month; Lone Pine-two bacteriological distribution samples per month, Heterotrophic Plate Count: one tank sample per month; Laws- one distribution sample per month.	D1	Mon,Rept&Data Verify

<b>Nature</b>	<b>Freq.</b>	<b>No.</b>	<b>Task:</b>	<b>Cert.</b>	<b>San Survey</b>
Routine:	Monthly	19	Water system sampling- Physical & Temperature: One distribution sample per water system per month.	D1	Mon,Rept&Data Verify
Routine:	Monthly	20	Water system sampling- Free & Total chlorine residual: Free & Total chlorine residuals analyzed in the field with all bacteriological, physical, and TTHM samples.	D1	Mon,Rept&Data Verify
Routine:	Monthly	21	Hach CL-17 O&M: Operation, Maintenance & Repair of all CL-17 analyzers per Hach Chlorine analyzer Instruction Manual available on-line. This includes monthly purchase of all Hach reagents.	----	Treatment Facilities
Routine:	Monthly	22	Hach CL-17 O&M: Change all reagents and buffer solution once every 30 days.	D1	Treatment Facilities
Routine:	Monthly	23	Hach CL-17 O&M: Sample cell maintenance- Hach CL-17 analyzers require monthly cleaning of sample cell with Q-tip.	D1	Treatment Facilities
Routine:	Monthly	24	Perform inventory of county-supplied materials and report locations used & quantities remaining to county.		System Mgmt & OP's
Routine:	Monthly	25	Customer meter maintenance: Replace broken meter boxes and lids (non-certified operator OK), repair leaks or replace meters. The county will supply fittings and parts on service laterals, meter, meter box, extensions and lids when necessary. Fittings and parts only need to be replaced when they fail.	D1	Distribution System
Routine:	Bi-Monthly	26	Meter reading: Provide personnel to record all individual meter readings on a regular bimonthly basis.	----	Mon,Rept&Data Verify
Routine:	Bi-Monthly	27	Perform meter re-reads as required.	----	Mon,Rept&Data Verify

Nature	Freq.	No.	Task:	Cert.	San Survey
Routine:	Bi-Monthly	28	Billing reports (part of billing & clerical duties): The following billing cycle reports: "Customer List", "Activity Report", "Lifeline Report", "Service Deposit Report", "Check Posting Report", "Billing Write-Off Report" and "Aging Report"; and the following annual reports: "Annual Monthly Usage Report" by town, meter classification and size. Example reports are available for review.	----	Mon,Rept&Data Verify
Routine:	Quarterly	29	Drive-walk Laws system checking for leaks in the mains or service laterals due to remote nature of system.	----	Distribution System
Routine:	Quarterly	30	Regulatory reporting: "Quarterly Running Annual Average Disinfectant Residuals Report" sent by the tenth of the month.	D1	Mon,Rept&Data Verify
Routine:	Quarterly	31	Hach CL-17 O&M: Following Hach manual directions apply sulfuric acid to sample cell to keep cell clean.	D1	Treatment Facilities
Routine:	2x/year	32	Hach CL-17 O&M: Change all tubing once every 6 months using tubing replacement kit by Hach.	D1	Treatment Facilities
Routine:	2x/year	33	Replace batteries: C-cell 1.5 V batteries in 3 pressure chart recorders and 9 V transistor batteries in 3 transfer switches.	----	Distribution System
Routine:	Annually	35	Water system sampling: Free & total chlorine residual with TTHM and HAA5 samples.	D1	Mon,Rept&Data Verify
Routine:	Annually	36	Water system sampling- TTHM & HAA5 2 distribution sample of each type collected in the farthest residence time of each system in the summer of the year.	D1	Mon,Rept&Data Verify
Routine:	Annually	37	Regulatory reporting (part of billing & clerical duties) annual report to DPH.	D1	Mon,Rept&Data Verify
Routine:	Annually	38	Regulatory reporting (part of billing & clerical duties) annual report to California DWR.	D1	Mon,Rept&Data Verify
Routine:	Annually	40	Hach CL-17: Replacement of all other parts as required for proper operation. Installation of County supplied CL-17 chlorine analyzer.	D1	Treatment Facilities
Routine:	Annually	41	Cla-valve O&M: Access valve in vaults and manually operate valve per Cla-Valve instructions to witness diaphragm operation.	D1	Distribution System

Nature	Freq.	No.	Task:	Cert.	San Survey
Routine:	Annually	42	System flushing & valve exercising: Flush each system once annually by flowing water through hydrants using lay-flat hose or other suitable channeling devices to direct water away from hydrant and personal property and toward drop inlets; exercising all valves during flushing; monitoring chlorine residuals and turbidity (using EPA methods), color and dechlorinated water to meet California Lahontan Regional Water Quality Control Board (RWQCB) and National Pollutant Discharge Elimination System (NPDES) Permit program requirements; flushing dead-ends on a more frequent basis to maintain distribution system residual. Record valve operation, number of turns, etc. on "Valve Operation Log" and water quality, hydrant flushing, etc. on "Hydrant Flushing Log".	D1	Distribution System
Routine:	Annually	43	Operation, Maintenance & Repair of all PSI and GPM demand chart recorders per manufacturer's instructions. Installation of county supplied chart recorders.	----	Mon, Rept & Data Verify
Routine:	Annually	44	Hypochlorite system flushing: Annually flushing of hypochlorite feed systems through injectors with 50% dilute Muriatic acid solution; reaming injector at Laws with 18 inch long Phillips screwdriver annually or more frequently as needed.	D1/ T1	Treatment Facilities
Routine:	Annually	47	Town demand meter head removal & reinstallation: Removal, crating and shipping of Town Demand Meter heads to NIST certified facility for calibration and testing annually. This includes providing gasket, chlorinated blank meter plate and bacteriological testing after plate is installed and bacteriological testing again when meter head is re-installed. Monitor Lone Pine pressure continually during procedure. Lone Pine system operates from residual pressure only while meter isolated. Minimize downtime to prevent system pressure drop below 30 psi at chlorination building.	D1	Distribution System
Routine:	Annually	48	Bac-t & CL2 residual testing each town demand meter: Collect Free and Total chlorine residuals, collect bacteriological sample on nearest available sample point downstream of meter after 1) removing meter head and covering with plate, and 2) after rebuilt meter is re-installed.	D1/ T1	Distribution System

<b>Nature</b>	<b>Freq.</b>	<b>No.</b>	<b>Task:</b>	<b>Cert.</b>	<b>San Survey</b>
Routine:	Annually	50	Non-permit req'd confined space entry: Enter all confined spaces following all CAL OSHA confined space entry regulations. Laws 1 entry/week; 1 entry as necessary in cl vault,	Dep ends	Operator Compliance
Routine:	Annually	51	Independence 1 entry/yr	Dep ends	Operator Compliance
Routine:	Annually	52	Lone Pine 3 entries/yr	Dep ends	Operator Compliance
Routine:	Annually	54	The county provides the materials for, and Wilder Barton will repair or replace water system components that fail during the term of the contract as may be required for proper operations and maintenance. Excavations, shore & slope, etc. as required: Excavate, shore or slope as may be required, compaction, backfill with graded backfill or cement sand slurry as may be appropriate; repair or replacement of any asphalt, concrete or other improvements to county standards.	----	Distribution System
Routine:	Annually	55	Lubricate all locks in town water systems.	----	System Mgmt & OP's
Routine:	Annually	57	Facility weeding: Contract with Cal-Fire to remove weeds at all facilities before they go to seed. Remove weeds around fire hydrants.	----	System Mgmt & OP's
Routine:	Annually	58	Permit required confined space safety entry: Enter all confined spaces following all CAL OSHA confined space entry regulations and developed Confined Space Safety Plan. (contactors, tanks, etc.)	D1	Operator Compliance
Routine:	Annually	59	Remove roots growing in drain of old chlorination bunker at Independence.	----	Distribution System
Routine:	Once per contract term	60	Cla-valve O&M: Operation, Maintenance & Repair of all pressure regulating devices in the distribution system (not customer owned equipment). Replacement of any affected control tubing, fittings, etc. when leaks develop. Annual maintenance, test and repair or replacement of diaphragms or other components on or associated with the Cla-Valves. Any maintenance or repair not covered by the factory re-build of a Cla-valve on-site.	D1	Distribution System

Nature	Freq.	No.	Task:	Cert.	San Survey
Routine:	Once per contract term	63	Pipe & appurtenance painting: Surface preparation by sanding, wire brush, or scraping for proper adhesion; prime and paint all pipe and piping appurtenances using materials approved by county prior to use, which can be accessed once during the life of the contract. This may include piping and appurtenances above ground at wells and tanks, piping and appurtenances in vaults, or piping in the old chlorination vault in Independence. This work will be subject to inspection by the county.	----	Distribution System
Routine:	Once per contract term	79	Chart recorder calibration: Calibrating all chart recorders once during term of contract. PSI recorders are 12" Bristol recorders 0-100 psi range. Demand recorders are Foxboro 12" recorders 0-1,500 gpm range w/ 4-20 mA output. Laws 1 recorder.	----	Mon,Rept&Data Verify
Routine:	Once per contract term	80	Independence 2 recorders	----	Mon,Rept&Data Verify
Routine:	Once per contract term	81	Lone Pine 2 recorders	----	Mon,Rept&Data Verify
Routine:	Once per contract term	82	Point of Contact, present on all inspections: Act as the point of contact and be present on all State and County Health Department inspections.	D2	System Mgmt & OP's
Routine:	Once per contract term	83	Water system sampling- Lead & Copper: Samples are collected once every three years. Collect 5 samples of each type at designated sites in Laws, 10 samples of each type at designated sites in Independence and 10 samples of each type at designated sites in Lone Pine. All water samples will be collected at designated sites as shown on the sampling plan within the three systems. Lead & copper once/3 years	D1	Mon,Rept&Data Verify
Non-Routine:	Yearly	84	Test meters for accuracy per AWWA M6 when requested by customer and replace meter when found to be inaccurate.	D1	Mon,Rept&Data Verify

Nature	Freq.	No.	Task:	Cert.	San Survey
Non-Routine:	Yearly	85	<p>Repair of SCADA system: Operation, Maintenance &amp; Repair of all SCADA, telecommunications, surge and sensing devices. Record operator personnel phone numbers in auto dialer for emergency response. Installation of new, serviced, or rebuilt RUGID parts, replacement and installation of existing transducers and sensors of same manufacture and part number. Replacement of surge protection equipment to be installed by the county. Operators will need a landline phone and cord to troubleshoot both master and remote units.</p>	D1	Mon,Rept&Data Verify
Non-Routine:	Yearly	86	<p>County will provide spare RUGID parts or replacement units. Wilder Barton will install such as RUGID 5 boards necessary are: R5PWRIO, R5A, R5M, CPU, and R5MOTHER. New RUGID 5 unit: RUG5AMDL1. RUGID 9 boards necessary are: R9CPU, R9MDM, R9LOOP, R9AI8, R9DO8, and R9MTHR. New RUGID 9 unit: RUG9D. See <a href="http://www.rugidcomputer.com">www.rugidcomputer.com</a> for pricing. Transducers used in Independence and Lone Pine is: KPSI Level &amp; Pressure Transducers P/N# 2751421A015.173000.000 Range 0-15.173 PSIG Excitation: 9-28 VDC, Output: 4-20 mA, UL/FM approved. Surge protection equipment includes Polyphaser IX series boards: IX-DC24-IG, IX-DC24, IX-DC12 and IX-P boards. Boards are purchased from WR Block &amp; Associates, Inc. 327 Barbara Drive, Clarksboro, NJ 08020-1510, (856) 423-2255 Phone (856) 423-0891 Fax. Additionally, a computer (Windows XP), monitor, keyboard, power strip, 12-volt DC gel cell battery and battery charger, and uninterruptible power supply are included. As materials are used, Wilder Barton shall notify County for replacements. Manually operate the tanks and distribution system using LADWP controls in the event of SCADA failures that require 24/7 management and monitoring.</p>	D1	Mon,Rept&Data Verify

Nature	Freq.	No.	Task:	Cert.	San Survey
Non-Routine:	Yearly	88	NPDES permit compliance: The operator shall be responsible for compliance with all requirements of the California RWQCB and NPDES Permit program. The Operator shall ensure strict compliance with restrictions on effluent quality more specifically with regard to chlorine residual in discharge water. Laws assume dechlorination, testing & recordkeeping.	D1	Mon,Rept&Data Verify
Non-Routine:	Yearly	89	NPDES permit compliance: Independence assume dechlor, testing & recordkeeping	D1	Mon,Rept&Data Verify
Non-Routine:	Yearly	90	NPDES permit compliance: Lone Pine assume dechlor, testing & recordkeeping.	D1	Mon,Rept&Data Verify
Non-Routine:	Once per contract term	112	Wells and Pumps: The wells and pumps are owned by the Los Angeles Department of Water and Power. The operator will operate the pumps in coordination with LADWP only in an emergency and with their supervision. Operate LADWP wells manually and around the clock when necessary.	D1	Water Sources
Non-Routine:	Once per contract term	113	Notify Public Works and the State DPH (or County DPH where appropriate) when a violation occurs. Issue public notices and doorknockers when required.		Distribution System
Non-Routine:	Once per contract term	114	Planned system shut-down: The operator shall advise the Inyo County Public Works Department of a planned water system shut down and any water system conditions that will adversely affect customer service. (depends upon complexity- 1 street, 1 block) planning,	D1	Operator Compliance
Non-Routine:	Once per contract term	115	Organizing system shut-down,	D1	Operator Compliance

Nature	Freq.	No.	Task:	Cert.	San Survey
Non-Routine:	Once per contract term	116	Carrying out- public notification & turning valves.	D1	Operator Compliance
Non-Routine:	Once per contract term	118	LADWP coordination & communications (usually for uncommon water quality testing): The operator shall communicate and coordinate with LADWP personnel in the event that a town supply well requires servicing that necessitates a water shutdown. This typically can include several planning meetings with LADWP, various site visits, planning, carrying out the plan on site and bringing the water system back into a normal state of operation after the required tasks or operations have been completed by LADWP. Other activities requiring coordination are special water quality sampling necessitating coordination with LADWP for extended pump run times. This may require ensuring tank water levels are at a predetermined level by midnight the night before the sampling event to allow proper time of pump run as determined by LADWP water quality personnel.	D1	Operator Compliance

Nature	Freq.	No.	Task:	Cert.	San Survey
Non-Routine:	Once per contract term	119	<p>Wilder Barton installed chlorination appurtenances: Wilder Barton supplied chemical feed pumps Pulsatron MP series pumps Model number LMH5-TA-VVC4-XXX delivering 76 gpd at max pressure of 150 psi, Signal level output relay, 115volt / 50-60 Hz, PVC pump head and fittings, Viton seats and O-rings, ceramic balls, ¼" FNPT connection size, 5-function valves rated for 300 psi model number L380KT02-PVD, and injectors. This is rarely necessary if leaking diaphragms, etc. are promptly replaced. Ryan-Herco or Nalgene crocks, plumbing and other chlorination appurtenances. Any hypochlorite parts and plumbing will consist of white polyethylene lids and crocks of 100 to 110 gallons each, PVC bulkhead fittings in the crocks with Viton gaskets inside and out, PVC schedule 80 nipples, PVC hose fitting, schedule 80 CPVC ball valves w/ Viton O-rings, polyethylene or polypropylene barbed tube fittings, FDA or NSF-61 approved vinyl tubing from the crocks to the chlorinator, poly fittings at the "Y" junction between both crocks, poly fittings on the inlet and outlet of the chlorinator, high pressure braded vinyl tubing from the chlorinator to the injector and hose clamps as appropriate. Specialty glass flow bulbs are present which the operator will also be responsible for replacing if it breaks. A specialty laboratory glassware company may have made the bulb. Installation of all other treatment needs. Fixing leaks in hypochlorite system.</p>	D1	Treatment Facilities
Non-Routine:	Once per contract term	120	<p>Total or Fecal contamination operations: In the event of a total or fecal coliform positive sample in the distribution system promptly notify the appropriate DHS office and Public Works. Then, follow a pre-approved plan for the correction of the problem, and the return of the system to normal operations.</p>	D1	Treatment Facilities

End of Section 3(c) Tasks

- d) The monthly billing from Wilder Barton shall be accompanied by a certified payroll for any of the above tasks performed during the month covered by the monthly billing, and also accompanied by the following Task forms or reports. Electronic format permissible for these: Operations Analysis Form (Task 1), Tank Inspection Sheet (Task 2), Water Systems Daily Log (Task 3), Tank Inspection Sheet (Task 5), Activity Reports (Task 11), Customer Complaint Log (Task 12), reporting of Task 16 & 17, inventory of Task 24, Billing Reports of Task 28, regulatory reporting of Tasks 30, 37, 38, and 42 .

If Certified Payrolls and the reporting required above are not provided pursuant to the Public Works Manual and the Inyo County Standard Specifications (revision in effect at the time) with the monthly billing, the procedures within the Standard Specifications with regard to retentions, etc. shall be followed.

Also accompanying Wilder Barton's monthly invoice for Inyo County's review shall be the Time Log presented in the RFP with hours per task filled in for the corresponding time covered by the monthly invoice.

At the onset of the contract, Wilder Barton shall identify which of the above tasks will be paid using which Prevailing Wage Classification during the term of the contract. It is anticipated that several classifications could be employed. The wage classifications (Plumber, Laborer, etc.) utilized by Wilder Barton shall be Prevailing Wage Classifications as determined by the Director of the Industrial Relations Department.

- e) The Town Water systems will be operated in accordance with this Scope of Work and accompanying Plans and the manual detailed in paragraph using sound, accepted industry practice as demonstrated within documents published, prepared, or made available by the American Water Works Association, National Rural Water Association and Affiliates, California State University Sacramento (Ken Kerri books), California Codes and Statutes, Federal Regulations, California and United States Environmental Protection Agencies Regulations, and others to the extent they apply to the Town Water systems, as the context dictates. If conflicts arise, the county and Wilder Barton, Inc. will jointly determine the industry practice to be followed.
- f) Inyo County and Wilder Barton, Inc. shall develop and Wilder Barton, Inc. will follow an Operations and Maintenance Manual to be completed by September 30, 2014 consistent with this Scope of Work for the operation and maintenance of the water systems. Existing Operational Plans previously approved by the CDPH shall be revised and incorporated herein. Remaining Operational Plans to be completed will be completed by September 30, 2014. Such Operations and Maintenance Manual and Operational Plans shall form a part of this operations Scope of Work and is made a part of the contract and is part of Attachment A Scope of Work of Services. The Operations and Maintenance Manual may from time to time be updated to reflect the latest developments in water utility practices, etc and will not require amending this Scope of Work.
- g) Wilder Barton, Inc. shall read the meters bi-monthly and bill all customers of the Town Water Systems in accordance with the rate schedule adopted by the Inyo County Board of Supervisors, collect payments and monthly transfer the receipts to the Inyo County Public Works Department. Accompanying the transfer of receipts to the county shall be all billing Activity Reports, Aging Report, etc.
- h) Work within County rights of way will conform to the latest edition of the Inyo County Standard Specifications which are available on-line at the county's website (address above). Click on "Departments". Scroll down to 'Public Works' and click on 'Public Works Department Specifications'. If any work is performed within the CALTRANS Right of Way, Wilder Barton, Inc. shall coordinate such work in advance with Inyo County Public Works. Work within the Caltrans Right-of-Way (R/W) requires the Wilder Barton to secure, and follow an encroachment permit from Caltrans. All work within the Caltrans R/W shall comply with the Caltrans Standard Specifications, Standard Plans, Encroachment Permit General and Special Provisions, and any other requirements established by the encroachment permit. Such work shall be covered by a double permit system whereby both Inyo County, and Wilder Barton have a Caltrans encroachment permit. The purpose of the double permit system is so that Wilder Barton is fully aware of the requirements for working within Caltrans R/W and so that Caltrans has direct control over the authorized work. The double permit also provides sufficient contact information to Caltrans so that they know who to correspond with in the field.

- i) Wilder Barton shall coordinate with Public Works prior to communication with property owners adjacent to the CALTRANS R/W, whether communication is initiated by property owners or Wilder Barton.
- j) The county will coordinate with Wilder Barton, Inc. for regularly scheduled meetings, generally every other week, to review recent activities and anticipated activities.
- k) The fact a task is not in Section 3(c) does not relieve Wilder Barton of the obligation to perform such task as incidental work at no charge to the county.
- l) Wilder Barton will consult with the county prior to embarking on any systematic replacement of any parts or appurtenances.
- m) The contract price paid shall be considered the full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in providing services described above. No additional compensation will be allowed therefor.
- n) This Scope of Work does not include emergency repairs on the distribution system. However, Wilder Barton's certified operators will still be required to turn valves on or off at the request of the contractor performing the emergency work at the initiation of work, throughout the work, and at the conclusion of the contractor's work. Disinfection of the repaired mains, appurtenances etc. shall be the responsibility of the contractor, but Wilder Barton's certified operator shall provide direction with regard to dosage, contact time, flushing and safe disposal of highly chlorinated water to the contractor in such instances. Emergency chlorination injection system repairs are within this Scope of Work.
- o) This Scope of Work covers any work necessary on services smaller than 4" and related appurtenances from the edge of pavement through unpaved shoulders, etc. up to and including the water meter. Typical parts provided by the county for installation in these cases under the O&M contract may be service lateral material, couplings, full circle clamps, tail pieces, meter boxes, lids, meters, and angle stops or curb stops. There will be no additional compensation for these installations. Essentially, if a service lateral smaller than 4" is accessible by shovel or similar hand tool, that repair is included in work performed under this Scope of Work. If, however, the repair requires mobilized equipment, that repair is not covered under this Scope of Work.
- p) Any repair occurring in pavement, or concreted areas will be the responsibility of the county.
- q) 4" and larger service lateral work in un-paved shoulders is excluded from this Scope of Work and will be performed by separate contract.
- r) There may be drawings, documents, tools, etc. in place at the facilities of these Town Water Systems. These county-supplied articles are for use on-site and are to remain in their respective locations at all times. Specifically, at Lone Pine and Independence, there is an oar, or paddle, useful for mixing the solution in the crocks. At Independence, there are fabricated valve wrenches to be utilized on select Independence system valves. Drawings and operations documents may be present on-site that the county will readily provide copies of to Wilder Barton, but the copies on-site must remain on-site.

**4. Exclusions:**

The county shall provide parts or materials for the following tasks that are identified in Section 3(c) above:

Task 3- hypochlorite only

Task 4- insofar as the replacement is not necessary due to Wilder Barton neglect, (crock failure- County replaces crock; leaks between the pump and injection point both points inclusive- parts shall be provided

and installed by Wilder Barton), hose clamps and poly braided tubing- County provides materials, failed pump due to neglect-Wilder Barton provides and replaces.

Task 8-County provides fuel, block heaters, hoses, belts and the like. Wilder Barton shall install such items.

The county will not replace 12 volt batteries if they have not been maintained with distilled water, etc.

Task 25-County provides washers, tail pieces, meters, curb stops, etc. when repair is timely.

Task 40- County provides failed Hach parts.

Task 41- County provides parts for repair.

Task 54- County provides failed appurtenances for Wilder Barton installation.

Task 60- Cla-valve parts supplied by county.

Task 85- all RUGID parts, associated equipment, transducers, etc.

Task 119- similar to Task 4.

The county will not provide parts failed due to eroding water passing brass or copper materials.

For all other tasks that are identified in Section 3(c) above Wilder Barton, Inc. shall provide all parts, materials, etc.

The above list of parts and materials, the actions of this Scope of Work, as well as Appendix 2 tasks, constitute the total effort the county will undertake. It is understood that tasks of work, duties, or responsibilities not enumerated within Section 3(c) above or Appendix 2 shall be interpreted as occurring in the tasks that are identified in Section 3(c) above and shall be provided by Wilder Barton at no cost to the county.

Prior County authorization for personnel or certified operator substitutions by Wilder Barton, Inc. will be required. The request for substitutions will be evaluated expeditiously, and if granted, will be provided forthwith.

## **5. General Provisions**

- a) Any installation / materials associated with installation covered by the Scope of Work shall be warranted for 3 years.
- b) Wilder Barton, Inc. and the county shall jointly determine a non-performance clause.

## **6. Termination:**

- a) Either party may cancel the agreement without cause, and at will, for any reason whatsoever by giving to the other party ninety (90) days written notice of such intent to cancel. This paragraph 6 Termination is superior to paragraph 14 CANCELLATION of Inyo County Standard Contract-No. 116
- b) Both parties recognize that operating and maintaining the Town Water Systems requires cooperation, and sometimes extraordinary cooperation by both parties. They further recognize the benefit to the public as a result of performing this Scope of Work. Therefore, both parties will in good faith negotiate expeditiously to remedy conflicts as they arise in connection with carrying out this Scope of Work.

## **7. Service by Inyo County**

Inyo County will provide the services listed below in support of the services rendered:

- a) Furnish available reports and drawings that are in the county's' possession.

- b) Participate in meetings with the provider as required.
- c) Provide direction to Wilder Barton, Inc. as necessary.
- d) The county shall provide the services of Appendix 2

## **8. Training**

- a) Both parties recognize the benefit to each other, and the ultimate beneficiary being the public with regard to optimum operations of the water systems. Therefore, both parties may from time to time conduct joint training in the operations and maintenance of the water systems.

## **9. Mutual Cooperation**

Both Parties shall cooperate with each other to ensure the orderly transition of operation, management, maintenance of the Systems. The county and Wilder Barton shall develop an information action plan to advise the public concerning the transition of Utility Services from the county to Wilder Barton, which plan will include contact information for customer services such as customer information telephone numbers and a customer information website. The first billing statements for Utility Services provided to customers of the System shall include an insert containing the new contact telephone number and website address for Utility Services. To the extent County staffing levels allow, the county will use its reasonable efforts to provide Wilder Barton the services of any County employee whose primary responsibilities relate to the systems to assist Wilder Barton during the transition period.

## **10. Warrantee:**

The county has not made and is not making any representation or warranty, express or implied, regarding the condition of the System.

## **11. Wilder Barton Responsibility**

Except as may be specifically provided herein, Wilder Barton shall, at all times during the Term, (i) be responsible for all aspects of the System Operations, and (ii) maintain and operate the System and cause the System Operations to be performed in accordance with the provisions of this Scope of Work. Wilder Barton shall, at all times during the Term, cause the System to be continuously positively pressurized and open and operational for Utility Purposes and the provision of Utility Services to all customers within the area of the System, 24 hours a day, every day, except that Wilder Barton may close the System or a portion or portions thereof (A) as specifically permitted under this Scope of Work, (B) as required by applicable Law, (C) as necessary to comply with any other requirement of this Scope of Work (including closures related to the performance of any capital improvements or maintenance or repair activities as required by the Standard Operating Procedures), or (D) as necessary for temporary closures required to address emergencies, public safety or temporary events.

## **12. System Operations**

The System Operations shall, at all times during the Term, be under the direction and supervision of an active operator with the licensing, expertise, qualifications, experience, competence, skills and know-how to perform the System Operations in accordance with this Scope of Work (an “Operator”), who will be Wilder Barton itself. Wilder Barton shall not engage or appoint a replacement Operator unless the county has approved such Operator as discussed elsewhere.

Wilder Barton shall, at all times during the Term, maintain in full force and effect its existence, CDPH certifications and all qualifications necessary to carry on its business pertaining to the System Operations, including all rights, licenses, privileges and qualifications required in connection with the System Operations.

## **13. Encumbrances**

Unless approved by the county in writing, Wilder Barton shall not do any act, installation, or thing that may create any Encumbrance against the System and shall promptly remove any Encumbrance against the System, unless the Encumbrance came into existence as a result of an act of or omission by the county or was not caused by an act or omission of Wilder Barton. Wilder Barton shall not be deemed to be in default hereunder if Wilder Barton continuously, diligently and in good faith contests any such Encumbrance.

Wilder Barton, if requested by the county and at the cost and expense of the county, shall use its reasonable efforts to assist the county in attempting to remove any Encumbrance that has come into existence as a result of an act or omission by the county. The county, if requested by Wilder Barton and at Wilder Barton’s costs and expense, shall use its reasonable efforts to assist Wilder Barton in attempting to remove any Encumbrance that has come into existence as a result of an act of or omission by Wilder Barton.

## **14. Coordination**

Wilder Barton shall be responsible for coordinating or ensuring the coordination of all System Operations with utilities and persons, specifically LADWP having service lines, pipelines, transmission lines and other equipment, cables, systems and other apparatus in, on, under, over or adjacent to the Systems. Wilder Barton shall be responsible for coordinating or ensuring the coordination of all System Operations with LADWP. Wilder Barton shall arrange for temporary right-of-entry and access to the property of all relevant Governmental Authorities or other Persons as may be necessary in connection with the System Operations or as may exist under this Scope of Work or applicable Law. The county shall cooperate with Wilder Barton with respect to Wilder Barton’s obligations under this Scope of Work.

## **15. Public Purposes**

The Parties agree that during the Term the county retains the exclusive right to enforce this Scope of Work and the Standard Operating Procedures such that the System will be dedicated and used at all times for public purposes intended to promote the public health, safety and welfare. Wilder Barton, and any Operator, at all times during the Term, shall maintain and operate the System and shall provide Utility Services pursuant to this Scope of Work in accordance with the Plans, Operations Manual, the Standard Operating Procedures and the public purposes of the county and State of California.

## **16. Operations and Maintenance**

Wilder Barton shall, at all times during the Term, cause the System Operations to comply with, and implement the Standard Operating Procedures and Operations and Maintenance Manual in all material respects (including any changes or modifications to the Standard Operating Procedures pursuant to the terms of this Scope of Work). Wilder Barton shall have in place procedures that are designed to achieve compliance with the Standard Operating Procedures.

## **17. Modifications to Standard Operating Procedures**

If either party, at its cost and expense, wishes to implement and use Standard Operating Procedures other than the Standard Operating Procedures, either party must provide such proposed Standard Operating Procedures to the other party for Approval and provide approval of the requested changes from the California Public Health Department or State Water Resources Control Board and any other governing Government Authority. In the event the proposed Standard Operating Procedures have been approved by the CDPH and any other governing Governmental Authority, the other party shall not unreasonably withhold its approval of the proposed Standard Operating Procedures. If the other party does object to the proposed Standard Operating Procedures, it shall state such objection and the basis for the objection in writing within thirty (30) days of the requested approval. In the event either party is unable or unwilling to modify the proposed Standard Operating Procedures to the satisfaction of the other party, the Parties shall engage in Informal Dispute Resolution. Should the Parties fail to resolve their objection(s), the dispute shall be submitted to mediation. Should the Parties fail to reach agreement as to their objection(s), Wilder Barton cannot implement the proposed Standard Operating Procedures and the party seeking a modification to the Standard Operating Procedures may seek any further relief it deems appropriate.

## **18. Emergency and Environmental Notifications.**

In addition to any other notices required, Wilder Barton shall provide notice to the county within 24 hours of all emergencies, and promptly provide notice to the county of all accidents and incidents occurring on or at the System, and of all claims or potential claims.

In addition to any other notices required, Wilder Barton shall immediately notify the county of any violation of Environmental Law, malfunction of the System or failure to operate the System which has the potential to present a danger to public health and safety. Such notification shall include a report of actions being taken by Wilder Barton to correct the violation, malfunction or failure and to mitigate the danger to public health and safety. Wilder Barton shall continue to regularly update the county and, as appropriate, coordinate its response with the county, until the issue has been resolved. Within thirty (30) days after resolution of the issue or such other time agreed to by the Parties, Wilder Barton shall provide the county an analysis of the issue and its resolution, including recommendations for preventing such actions from occurring in the future.

## **19. Systems Access**

The county and its Representatives shall at all times have access to the System and every part thereof and Wilder Barton shall cause its Representatives to furnish the county with every reasonable assistance for inspecting the System and the System Operations for the purpose of Auditing information or ascertaining compliance with this Scope of Work and applicable Law.

The county and its Representatives shall perform or cause to be performed any test, study or investigation in connection with the System or the System Operations as the county may reasonably determine to be necessary

and Wilder Barton shall furnish the county or its Representatives with reasonable assistance in connection with the carrying out of such tests, procedures, studies and investigations if requested to do so by the county.

Failure by the county or its Representatives to inspect, review, test or audit Wilder Barton's responsibilities under this Scope of Work or any part thereof, shall not constitute a waiver of any of the rights of the county hereunder or any of the obligations or liabilities of Wilder Barton hereunder.

In the course of performing its inspections, reviews, tests and Audits hereunder, the county shall, to the greatest extent possible, minimize the effect and duration of any disruption to or impairment of the System Operations or Wilder Barton's operations.

The county reserves the right to enter the System and each and every part thereof at all times for any reason whatsoever, but especially to perform each of the following at the county's own cost and expense:

- to inspect the System or determine whether or not Wilder Barton is in compliance with its obligations under this Scope of Work;
- if a Wilder Barton default then exists to make any necessary repairs to the System and perform any work therein;
- in the event of an emergency or danger that threatens to cause injury to individuals (or damage to property) or to impair the continuous operation of the System and if Wilder Barton is not then present to take all reasonably necessary steps to rectify or deal with said emergency or danger, to take actions as may be reasonably necessary to rectify such emergency or danger;
- as may be necessary to design, construct, operate, service, manage, maintain, repair, rehabilitate or replace any appurtenance owned or controlled by the county that is located within the boundaries of the System;
- to (A) install, design, manage, maintain, repair and rehabilitate any existing or future safety measures or surveillance equipment in, on, under, across, over or through the System, (B) grant easements and rights on, over, under or within the System for the benefit of suppliers or owners of any such measures and (C) use the System in connection with any such installation, design, management, maintenance, repair or rehabilitation;
- to (A) install, design, manage, maintain, repair and rehabilitate any existing or future utilities or similar services in, on, under, across, over or through the System (including water and sewer lines, power transmission lines, fiber optic cable, other communications and other equipment), (B) grant easements and rights on, over, under or within the System for the benefit of suppliers or owners of any such utilities or services and (C) use the System in connection with any such installation, design, management, maintenance, repair or rehabilitation. and
- to, do any other act or thing that the county may be obligated to do or have a right to do; provided, however, that the county shall comply with all safety provisions of which it is made aware by Wilder Barton, and the county shall cause its contractors to comply with such safety provisions, and the county shall use reasonable efforts to minimize interference with the System Operations in connection with any entry on the System.

## **20. Waiver of Requirements**

Any waiver of, or consent to depart from, the requirements of any provision of this Scope of Work shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Scope of Work shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

Except as otherwise provided in this Scope of Work, each Party shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and responsibilities under this Scope of Work.

## APPENDIX 1

### Project Locations and Description

The following general descriptions of the three (3) water systems may not be all inclusive of every water system appurtenance, asset, or property, and are intended as a general overview. The county does not warrant the condition of any of the three systems. The wells are owned by the Los Angeles Department of Water and Power.

**Laws:** The community of Laws is located approximately seven (7) miles northeast of the City of Bishop. It is approximately 150 acres in area with a primarily transitory work population of about 30 people serving the businesses located in Laws, with an annual water consumption of approximately 25 acre-feet per year (2000 to 2004 average). This system is currently a California Public Health Department class D1 system. This water distribution system consists of:

- 1 – Deep water well
  - 1 – Hydro-pneumatic tank and associated controls
    - Chlorination solution crocks, metering pumps, and associated equipment
  - 1 - -Treatment building, frame construction.
  - 1 – 150 kilowatt generator and transfer switch
  - 17 – Metered services
  - 12 – 2 ½”x 4” double fire hydrants
  - 9,580 feet of pipeline:
    - 830 feet of 1-½” diameter PVC or iron pipe
    - 200 feet of 2” diameter PVC or iron pipe
    - 2,469 feet of 6” diameter Class 150 C-900 PVC water main
    - 6,081 feet of 8” diameter Class 150 C-900 PVC water main
  - 1-Rugid telemetry system RUG-5
  - 1- Standard telecommunication dedicated phone line
  - Associated sensors, transducers, etc.
  - 1-AGM battery 12V 35.0 AH maintenance free battery & trickle charger
  - Intertie and appurtenances between LADWP Well 413 and distribution system.
- CONFINED SPACES:
- 2 Intertie Vaults
  - 1 Blow-off vault
  - 2 Hydropneumatic tanks
  - 1 Hypochlorite injection & swing check valve vault.

**Independence:** The community of Independence is located approximately forty-five (45) miles south of the city of Bishop. It is approximately 220 acres in area, with a population of 586, and an annual water consumption of approximately 450 acre-feet per year (2000 to 2004 average). The water system was purchased from the Independence Water Company by the City of Los Angeles in 1974. This system is currently a California Public Health Department class D1 system. This water distribution system consists of:

- 2 - Deep water wells (1 primary and 1 back up)
- 2 – Chlorination buildings-frame construction; solution crocks, metering pumps, and associated equipment
- 2 – 200,000 gallon welded steel water storage tanks and associated appurtenances, sensors, controls, and communication equipment

- 1 – 250 kilowatt generator
- 364 – Metered services
- 54 – 2 ½" x 4" double fire hydrants
- 48,750 feet of distribution water main:
  - 810 feet of 1 ½" diameter iron pipe
  - 2,330 feet of 2" diameter iron pipe
  - 290 feet of 3" diameter iron pipe
  - 1,127 feet of 4" diameter cast iron water main
  - 23,939 feet of 6" diameter steel, cast or ductile iron, or PVC water main
  - 14,316 feet of 8" diameter steel, cast or ductile iron, or PVC water main
  - 5,938 feet of 10" and 12" diameter steel or ductile iron reservoir trunk line
- 1-Rugid telemetry system RUG-5
- 1- Standard telecommunication dedicated phone line
- Associated sensors, transducers, etc.
- 1-AGM battery 12V 35.0 AH maintenance free battery & trickle charger
- Pressure and Demand chart recorders.

**CONFINED SPACES:**

- 2 - 200,000 gallon welded steel tanks
- 1 Retention basin (old reservoir)
- 3 Swing check valve vaults at tanks
- 2 OS&Y valve vaults
- 1 swing check vault at old chlorination vault
- Several large (4 inch to 6 inch) meter vaults
- 1 Well meter vault w/ hypochlorite injection point
- 1 backup well hypochlorite injection vault
- 1 backup well meter vault
- 1 underground contactor 7' dia. x 115' long

**Lone Pine:** The community of Lone Pine is located approximately fifteen (15) miles south of the community of Independence. It is approximately 300 acres in area, with a population of 1655, and an annual water consumption of approximately 600 acre-feet (2000 to 2004 average). The water system was purchased from the Lone Pine Water Company by the City of Los Angeles in 1967. This system is currently a California Public Health Department class D2 system. This water distribution system consists of:

- 2 – Deep water wells (1 primary and 1 back-up)
- 1 –500,000-gallon storage tank, sensors, controls, communication equipment and chlorination equipment
- 1 – 250 kilowatt generator
- 560– Metered services
- 67 – 2 ½"x 4" double fire hydrants
- 45,653 feet of distribution water main:
  - 222 feet of 1 ½" diameter iron pipe
  - 1,557 feet of 2" diameter iron pipe
  - 1,310 feet of 4" diameter steel, cast or ductile iron water main
  - 17,546 feet of 6" diameter asbestos cement, cast or ductile iron, or PVC water main
  - 18,773 feet of 8" diameter cast or ductile iron, steel or PVC water main
  - 2,553 feet of 12" diameter cast or ductile iron, or steel water main
  - 3,692 feet of 16" diameter cast or ductile iron, or steel water main
- 1-Rugid telemetry system RUG-9

- 1- Standard telecommunication dedicated phone lines
- Associated sensors, transducers, software, etc.
- 1-AGM battery 12V 35.0 AH maintenance free battery & trickle charger
- 1- UPS un-interruptible power supply
- Pressure and demand chart recorders

**CONFINED SPACES:**

- 1 500,000 welded steel tank
- Appurtenance vault at tank
- 2 Control valve vaults at aqueduct crossing
- 2 Hypochlorite injection & swing check valve vaults
- 1 Pressure regulating station vault
- 1 Town demand meter vault
- Several large (4 inch to 6 inch) meter vaults
- 1 underground contactor 5' dia. x 180' long

(Notice: The list of confined spaces for each water system may be incomplete. There may be more spaces than those listed. Wilder Barton, Inc. is expected to provide all necessary manpower, training and equipment to legally enter confined spaces. All water storage tanks, hydropneumatic tanks and appurtenance or meter vaults are confined spaces. Some confined spaces are permit required confined spaces, while other spaces are non-permitted confined spaces. Entry shall follow all applicable CALOSHA regulations. The above CONFINED SPACES listings and this notice serve as the required safety effort the county must follow pursuant to CCR Title 8, Confined Space Safety).

**Master RUGID System:** The master RUGID system may be located in the location of your choice for maximum optimization of your operations. Inyo County personnel must have access to the RUGID computer at all times. This generally consists of:

- 1-RUG 9 unit with enclosure, software, etc.
- 1- computer and monitor
- 1-Printer

The county will supply water to Wilder Barton at the following locations:

All wells supplying water to the towns of Independence, Lone Pine, and Laws are owned by the Los Angeles Department of Water and Power. Wells W357 and W384 provide water to the town of Independence. W384 is a Standby well. Wells W344 and W346 provide water to the town of Lone Pine and are both Active sources. Well W354 supplies domestic water to the town of Laws. W413 can provide domestic water to Laws, under a joint action by Wilder Barton and the LADWP. The intent for W413 is to both provide irrigation for LADWP's LTWA obligations near the Laws Museum, and provide an auxiliary source of water for Laws and is outfitted to provide large flows of water to the town of Laws upon demand.

**Annual Allotments**

Per the Town Transfer Agreements, annual allotments of water are provided by LADWP as follows: Laws- 50 Acre-feet; Independence- 450 Acre-feet; and Lone Pine- 550 Acre-feet. Water used in excess of the annual allotments will be billed based upon a rolling 5 year average calculated as demonstrated within each Town Transfer Agreement.

## APPENDIX 2

Inyo County shall be responsible for the completion of these APPENDIX 2 tasks. "Nature" means the nature of the task- of conceptual, routine or non-routine nature; "Freq" means "Frequency", "No." is number of task, "Cert." is the required or acceptable certification, and "San Survey" is the USEPA Sanitary Survey Element.

### APPENDIX 2 Tasks

Nature	Freq.	No.	Task:	Cert.	San Survey
Routine:	Annually	34	Generator O&M, Operation, Maintenance & Repair of all backup generators; transfer switching gear; transistor battery in transfer switch cycle timer, annual maintenance which includes all fluid & filter changes once per year; changing and maintaining coolant and dry coolant additive and oil; batteries and maintaining fuel in each generator as necessary. Replacement of block heaters in the three generators will be by contract. On average, a block heater in any generator may last from one to three years.	----	Distribution System
Routine:	Annually	46	Fire Hydrant O&M: Operation, Maintenance & Repair of all hydrants in the three water systems including yearly operating and completing hydrant report per hydrant, repair or replacement of leaking packing, repair of hydrants and bollards hit by traffic, or damaged by improper or negligent use; repairing leaks, loose nozzles, broken shaft couplings, etc., lubricating threads with food grade anti-seize compound; replacing lubricating oil in reservoirs on hydrants. Included is the installation of county-supplied parts necessary to maintain fire hydrants. This can include simply replacement of a shaft coupling to replacement of all internal parts for a Smith, Clow, Mueller, or Darling fire hydrant. Approximately 4 hydrants in Independence have been replaced, 1 hydrant in Lone Pine has been hit twice by traffic, and three hydrants have been replaced or rebuilt in Lone Pine while one hydrant bollard in Laws has been hit in the 10-year history of the county's operation of the water systems. Refer to Standard Operating Guidelines.	D1	Distribution System

Nature	Freq.	No.	Task:	Cert.	San Survey
Routine:	Once per contract term	62	Replace customer meters: Replace existing older customer meters and gaskets with County supplied materials. The county will supply meter box, extensions and lids when necessary. The county shall supply fittings and parts on service laterals when necessary.	D1	Distribution System
Routine:	Once per contract term	64	Replace nuts & bolts: Replace all nuts, bolts, and washers on accessible flanged appurtenances or other devices once during contract term. Some appurtenances will require insulating kits, as there are dissimilar materials in contact. Gaskets will be replaced on an as-needed basis. It is anticipated that these nut & bolt replacements will be performed once during the term of the contract. This work will be subject to inspection by the county.	----	Distribution System
Routine:	Once per contract term	65	Gate valve box lid & fire hydrant prime & paint: Surface preparation by sanding, wire brush, or scraping for proper adhesion; prime, and paint all fire hydrants and valve box lids in the water systems with materials approved by the county. Label hydrant with the fire hydrant number corresponding to a list prepared by the county. Most hydrants in Independence and Lone Pine have a pre-assigned number shown on the water system maps. 131 hydrants; 700 valve box lids.	----	Distribution System
Routine:	Once per contract term	66	Tank cleaning: Routine tank shut-down, draining, ventilating and monitoring air, cleaning, maintenance, filling, re-chlorination and bacteriological/turbidity testing; returning tanks to service when chlorine residual, bacteriological and turbidity are within standards; cleaning & inspecting tanks once every three years by diver or draining tanks and entering to inspect; using proper personal protection equipment and confined space entry equipment to satisfy CAL OSHA confined space entry regulations; Indy-Removing 1 tank from service requires 2 men, 2 tanks on site. Follow SPPC instruction for coating inspection and repair.	D1	Finished Water Storage

<b>Nature</b>	<b>Freq.</b>	<b>No.</b>	<b>Task:</b>	<b>Cert.</b>	<b>San Survey</b>
Routine:	Once per contract term	67	Cleaning 1 tank 4 men; 2 tanks (1 man outside, 1 man water truck, 2 men inside)	D2	Finished Water Storage
Routine:	Once per contract term	68	Inspecting tanks 3 men (1 man outside, 2 men inside)	D3	Finished Water Storage
Routine:	Once per contract term	69	Filling 1 tank 2 men	D4	Finished Water Storage
Routine:	Once per contract term	70	Bac-t, chlorine residual & turbidity testing	D5	Finished Water Storage
Routine:	Once per contract term	71	Returning 1 tank to service 1 man	D6	Finished Water Storage
Routine:	Once per contract term	72	Tank cleaning: Routine tank shut-down, draining, ventilating and monitoring air, cleaning, maintenance, filling, re-chlorination and bacteriological/turbidity testing; returning tanks to service when chlorine residual, bacteriological and turbidity are within standards; cleaning & inspecting tanks once every three years by diver or draining tanks and entering to inspect; using proper personal protection equipment and confined space entry equipment to satisfy CAL OSHA confined space entry regulations. Removing Lone Pine tank requires 8 personnel.	D7	Finished Water Storage
Routine:	Once per contract term	73	Cleaning tank 5 men (1 man outside, 1 man water truck, 3 men inside)	D8	Finished Water Storage
Routine:	Once per contract term	74	Inspecting tank (1 man outside, 3 men inside)	D9	Finished Water Storage

<b>Nature</b>	<b>Freq.</b>	<b>No.</b>	<b>Task:</b>	<b>Cert.</b>	<b>San Survey</b>
Routine:	Once per contract term	75	Filling tank 8 personnel	D10	Finished Water Storage
Routine:	Once per contract term	76	Bac-t, chlorine residual & turbidity testing	D11	Finished Water Storage
Routine:	Once per contract term	77	Returning tank to service: 3 personnel	D12	Finished Water Storage
Non-Routine:	Yearly	87	USA pre-marking: Respond to all USA pre-marking requests within 48 hours marking water mains, service laterals and other appurtenances with blue chalk paint on paved or concreted surfaces and using blue whiskers in dirt areas. Remark all previous applied paint and paint all placed whiskers when operators request remarks. Requested remarks may be ongoing on lengthy projects. Contact USA prior to any digging or excavation.	----	Mon,Rept&Data Verify
Non-Routine:	Yearly	91	Appurtenance relocations: The water systems operator shall perform required water appurtenance relocations and coordinate with other operators performing work on county or State Right-of-Ways. Wilder Barton shall secure, and comply with encroachment permit from Caltrans when work encountered in State Right of Way. Plans submitted to the county for evaluation of upcoming public work improvements shall be forwarded to the water systems operator for their review, comments to improvements agency, and coordination on potential utility conflicts with proposed public work improvements conducted by the other agency's operator. The water systems operator shall act as the county's inspector at the jobsite monitoring construction work as it relates to water system appurtenances.	D1	Distribution System

<b>Nature</b>	<b>Freq.</b>	<b>No.</b>	<b>Task:</b>	<b>Cert.</b>	<b>San Survey</b>
Non-Routine:	Yearly	92	Reference point & raise to grade paved over valve boxes: Operator shall reference point valve boxes prior to paving by county or road operator, expose and raise to grade valve box lids which have been covered or paved over.	----	Operator Compliance
Non-Routine:	Once per contract term	99	Public notification: Issue public notices and doorknockers when required according to Department of Health requirements. Cancel public notification using door-knockers, etc.	----	Mon,Rept&Data Verify
Non-Routine:	Once per contract term	102	Install / replace county supplied air conditioners at Laws, Independence and Lone Pine.	----	Treatment Facilities
Non-Routine:	Once per contract term	103	Replace parts or install county supplied Hach CL-17 analyzer.	D1	Treatment Facilities
Non-Routine:	Once per contract term	121	Locate & expose lost gate valve lids: 2 hrs. per lid 5 lids annually	----	Distribution System
Routine:	Weekly	6	Perform Cross Connection Control Inspections when necessary: Operator trained by recognized authority as cross connection control specialist shall perform on-sight inspections of customer premises to determine the degree of hazard presented by customer activities. Inyo County Cross Connection Control Ordinance will govern inspections.	Rec'g train	System Mgmt & OP's
Routine:	Weekly	9	Monitor the operating expenses and revenues. Submit all required operating permits to Great Basin Air Pollution Control District (generator emissions permit), Regional Water Quality Control Board (discharge permits) and Environmental Health Department (CUPA-sodium hypochlorite storage);	----	System Mgmt & OP's
Routine:	Annually	39	Annual water audit: Perform an annual water audit on the water system per Standard Operating Guidelines and AWWA standards. Address allowable losses, town demand meter inaccuracy, quantify flushing flows, metered consumption, construction water, etc.	----	Mon,Rept&Data Verify

<b>Nature</b>	<b>Freq.</b>	<b>No.</b>	<b>Task:</b>	<b>Cert.</b>	<b>San Survey</b>
Routine:	Annually	45	Laws hydro tank O&M: Operation, Maintenance & Repair of Laws hydropneumatic tank and associated electronic/pneumatic controls. Refer to Standard Operating Guidelines.	D1	Distribution System
Routine:	Annually	49	Financial audit: Perform an annual financial audit for each system performed by a Certified Public Accountant.	----	System Mgmt & OP's
Routine:	Annually	53	Water systems materials purchase and provision: Purchase or provision of materials installed by the Wilder Barton. Incidentals such as pipe dope, towels, consumable materials required in the normal course of operation will not be provided by the county.	----	System Mgmt & OP's
Routine:	Annually	56	Tank O&M, touch-up prime & painting: exterior touch-up priming and painting on storage tanks and hydro-pneumatic tanks.	----	Finished Water Storage
Routine:	Once per contract term	61	Cla-valve O&M: Operation, Maintenance & Repair of all pressure regulating devices in the distribution system (not customer owned equipment). Contract with Cla-Valve for rebuilds when necessary.	D1	Distribution System
Routine:	Once per contract term	78	Operate cross connection control program: Maintain a cross connection control program. Provide personnel with specialty training in the detection of cross connections and ability to conduct cross connection control surveys. Prepare and distribute annually Notice of Rate increase, Annual Backflow test required of commercial and other accounts. Maintain lists of devices tested annually. Operate program to the satisfaction of the Department of Public Health, etc.	Rec'g train	System Mgmt & OP's
Non-Routine:	Yearly	93	Prepare and submit: Laws CUPA permit (Environmental Health Department CUPA-sodium hypochlorite storage)	----	System Mgmt & OP's
Non-Routine:	Yearly	94	Prepare and submit: Indy CUPA permit	----	System Mgmt & OP's
Non-Routine:	Yearly	95	Prepare and submit: LP CUPA permit	----	System Mgmt & OP's
Non-Routine:	Yearly	96	Prepare and submit: Laws GBAPCD permit	----	System Mgmt & OP's

<b>Nature</b>	<b>Freq.</b>	<b>No.</b>	<b>Task:</b>	<b>Cert.</b>	<b>San Survey</b>
Non-Routine:	Yearly	97	Prepare and submit: Indy GBAPCD permit	----	System Mgmt & OP's
Non-Routine:	Yearly	98	Prepare and submit: LP GBAPCD permit	----	System Mgmt & OP's
Non-Routine:	Once per contract term	100	O&M Plan manual: Develop and maintain a water system Operation and Maintenance Plan and Manual identifying the types of materials and components in the systems, their operation and maintenance and interaction with other sub components.	D1	Mon,Rept&Data Verify
Non-Routine:	Once per contract term	101	Prepare Preventative and Corrective Maintenance Plan: (PM) Plan. A Preventive Maintenance (PM) plan that includes all of the necessary inspections, tests, services, and repair of systems addressed in the contract. The operator shall conduct preventive maintenance/inspections (PM), related services, and corrective maintenance and repairs to sustain the proper operation of water systems and minimize breakdowns and service interruptions. Corrective maintenance includes adjustments, service or repair required to return systems and equipment to proper operation. Corrective maintenance shall be performed to correct unscheduled breakdowns and deficiencies noted on systems. The plan shall include a weekly and monthly schedule of all work for each system to be performed during the first year of the contract. (Creation of Plan: Non-Routine; following plan: Routine)	D1	Mon,Rept&Data Verify
Non-Routine:	Once per contract term	104	Confined Space Safety Plan: The county shall develop and the operator shall implement a confined space safety plan for the entry, work, and exit of both non-permitted and permitted confined spaces associated with the water system. Those confined spaces are the vaults, tanks, reservoir, and contactors in the town water systems. (Creation of Plan: Non-Routine; following plan: Routine)	D1	Mon,Rept&Data Verify
Non-Routine:	Once per contract term	105	Injury And Illness Prevention Plan: The county shall develop and the operator shall implement an injury and illness prevention plan in accordance with CAL OSHA and Federal OSHA standards. Boilerplate plans are available on the web. (Creation of Plan: Non-Routine; following plan: Routine)	D1	Mon,Rept&Data Verify

<b>Nature</b>	<b>Freq.</b>	<b>No.</b>	<b>Task:</b>	<b>Cert.</b>	<b>San Survey</b>
Non-Routine:	Once per contract term	106	Flushing Plan & Chlorination Plan: The county shall develop and the operator shall implement a flushing and valve exercising plan, and a chlorination plan that follows the Operating Permit issued by the Department of Public Health which ensures proper water quality both on a routine basis and during emergencies. The plans shall also ensure that equipment and systems are maintained in accordance with the manufacturer's product literature, federal and commercial standards, and the contract. (Creation of Plan: Non-Routine; following plan: Routine)	D1	Mon,Rept&Data Verify
Non-Routine:	Once per contract term	107	Chlorination Plan: The county shall develop and the operator shall implement a chlorination plan that follows the Operating Permit issued by the Department of Public Health which ensures proper water quality both on a routine basis and during emergencies. The plan shall also ensure that equipment and systems are maintained in accordance with the manufacturer's product literature, federal and commercial standards, and the contract. (Creation of Plan: Non-Routine; following plan: Routine)	D1	Mon,Rept&Data Verify
Non-Routine:	Once per contract term	108	Prepare Cross Connection Control (CCC) Plan: Perform CCC survey of all three systems first, and then prepare a CCC Plan adhering to the county CCC Ordinance. All maintenance, repairs, alterations, and modifications to water systems shall be designed to avoid cross connections. The operator shall make every effort to prevent water contamination from infiltration, flooding, and back flowing of pipe systems. (Creation of Plan: Non-Routine; following plan: Routine).	D1	Mon,Rept&Data Verify
Non-Routine:	Once per contract term	109	Prepare and submit: The county shall prepare and submit the discharge permit application and the operator shall be responsible for compliance with all requirements of the California Lahontan RWQCB and NPDES Permit program. The Operator shall ensure strict compliance with restrictions on effluent quality more specifically with regard to chlorine residual in discharge water. (Creation of Plan: Non-Routine; following plan: Routine)- Laws NPDES permit	D1	System Mgmt & OP's

<b>Nature</b>	<b>Freq.</b>	<b>No.</b>	<b>Task:</b>	<b>Cert.</b>	<b>San Survey</b>
Non-Routine:	Once per contract term	110	Prepare and submit: Indy NPDES permit	D1	System Mgmt & OP's
Non-Routine:	Once per contract term	111	Prepare and submit: LP NPDES permit	D1	System Mgmt & OP's
Non-Routine:	Once per contract term	117	Perform county inspection, review public works improvement plans, etc.: Plans submitted to the county for evaluation of upcoming public work improvements shall be forwarded to the water systems operator for their review, comments to improvements agency, and coordination on potential utility conflicts with proposed public work improvements conducted by the other agency's operator. The water systems operator shall act as the county's inspector at the jobsite monitoring construction work as it relates to water system appurtenances.	----	Operator Compliance

End of APPENDIX 2 Tasks

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Wilder Barton, Inc.  
FOR THE PROVISION OF Operations and Maintenance of Town Water Systems **SERVICES****

**TERM:**

**FROM:** July 1, 2014

**TO:** June 30, 2017

**SCHEDULE OF FEES:**

In exchange for performing the tasks, duties, etc. of the Scope of Work as Attachment A, Inyo County shall pay to Wilder Barton, Inc. the sum of One Hundred Eighty-Eight Thousand Dollars (\$188,000) yearly, divided into 12 monthly payments of \$15,666.67 per month for every month that service is provided to the County of Inyo in accordance with this Agreement.

Billing and payment for these services shall be governed by paragraph 3.E, except in the case of failure to provide certified payrolls as required by Scope of Work Section 3(d) which shall result in retentions withheld according to the procedures within Inyo County Standard Specifications, and, in the case of non-performance as indicated below. See Scope of Work General Provisions Section 5.d

Remedy of failure to provide certified payrolls in accordance with Scope of Work Section 3(d) shall result in payment of retentions withheld in accordance with Inyo County Standard Specifications.

The amount withheld as a result of non-performance shall be \$500 per event, which, if remedied as above, will be paid to Wilder Barton the following month.



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

For Clerk's Use Only:  
AGENDA NUMBER

26

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT:** Memorandum of Understanding (MOU) between the Department of the Interior, Bureau of Land Management (BLM), California Desert District Office and Inyo County for the West Mojave Travel Management Plan Amendment and Supplemental EIS

**DEPARTMENTAL RECOMMENDATION:** Review attached MOU between BLM and Inyo County establishing Inyo County as a cooperating agency for the West Mojave Travel Management Plan Amendment and Supplemental EIS, and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:** The West Mojave Plan Amendment (WMPA) is a federal land use plan amendment to the California Desert Conservation Area (CDCA) Plan of 1980, which addressed public-land resources and resources use within 25-million acres of land in southern California. The 1980 CDCA Plan included 12 plan elements, including a Motorized Vehicle Element. The Motorized Vehicle Access Element of the CDCA Plan addressed both access and vehicular use of public lands in southern California, and identified management guidelines and objectives.

The proposed undertaking is to revise the current WMPA route network by identifying OHV routes of travel suitable for use. The BLM will designate the 17,000 miles of existing roads in San Bernardino, Riverside, Kern and Inyo Counties as open or closed to off-highway travel, or limited to specific types of travel, including non-motorized or non-mechanized. The decision will result in management strategies that may include installation of barriers and signs, rehabilitation of closed routes, realignment of route or other actions.

In 2006, the BLM approved a comprehensive amendment to the West Mojave area of the CDCA Plan. In a 2006 Western Mojave Record of Decision the BLM amended the CDCA Plan and modified its motorized vehicle management decisions, including off-highway vehicle (OHV) route designation, on more than 3 million acres of public land within the CDCA. The 2006 Western Mojave Record of Decision approved the designation of 5,098 miles of motorized vehicle routes without specifically changing the language of the 1980 CDCA plan.

A lawsuit was filed challenging the Western Mojave Record of Decision route designation process. In January 2011, a court order remanded the 2006 Western Mojave Record of Decision to the BLM and, in part, directed the BLM to amend the CDCA Plan and reconsider route designation throughout the WEMO area. Under court order, the WEMO planning process must be completed and BLM must provide a Record of Decision by May 2015. The Draft EIS (DEIS) is anticipated to be released on or around September 30, 2014 and comments to the DEIS must be received by no later than December 31, 2014.

On April 24, 2012, the Board directed staff to investigate the development of a MOU with the BLM to participate as a cooperating agency in the development of a Supplemental Environmental Impact Statement (SEIS) and associated Travel Management Plans. Pursuant to that request, Staff and BLM staff have developed the attached MOU.

The MOU provides a framework for cooperation and coordination between the BLM and Inyo County wherein Inyo County may provide information, comments, and technical expertise to the BLM regarding elements of the WMPA and DEIS, and the data and analyses supporting them. Staff anticipates further involvement once the DEIS is available for comment.

**OTHER AGENCY INVOLVEMENT:** BLM, counties of Kern, Los Angeles, and San Bernardino, and other affected agencies and stakeholders.

**ALTERNATIVES:** The Board may consider directing changes to the MOU or not sign the MOU.

**FINANCING:** General funds are utilized to monitor State and federal planning efforts.

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

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

*Joshua Pest*

Date: *6-12-14*

Attachments:

1. Memorandum of Understanding (MOU) between the Department of the Interior, Bureau of Land Management (BLM), California Desert District Office and Inyo County for the West Mojave Travel Management Plan Amendment and Supplemental EIS

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT,  
CALIFORNIA DESERT DISTRICT OFFICE AND INYO COUNTY  
FOR THE WEST MOJAVE TRAVEL MANAGEMENT PLAN AMENDMENT  
AND SUPPLEMENTAL EIS**

**I. INTRODUCTION**

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's California Desert District Office ("BLM") and Inyo County, CA, for the purpose of preparing the West Mojave Travel Management Plan Amendment (WMPA) and Supplemental Environmental Impact Statement (SEIS) to the West Mojave Plan/EIS of 2006, and associated Travel Management Activity Plans (TMP), that together comprise the West Mojave Route Network Project (WMRNP).

The BLM is the lead federal agency for development of the WMPA/SEIS and TMPs for the WMRNP. The BLM acknowledges that the Cooperators have jurisdiction by law and special expertise applicable to the WMPA/SEIS effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by the Cooperator Inyo County, as Cooperating Agency, and the BLM ("the Parties").

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

**II. PURPOSE**

The purposes of this MOU are:

- A. To designate the above-listed organization as a Cooperating Agency in the WMPA/SEIS process.
- B. To provide a framework for cooperation and coordination between the BLM and the Cooperators that will ensure successful completion of the WMPA/SEIS and TMP in a timely, efficient, and thorough manner, and assure ongoing coordination of implementation activities related to travel management.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the WMPA/SEIS and TMP, and associated Record of Decision (ROD) for the WMRNP components within the allotted timeframe and schedule (see Attachment B).

- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the WMPA/SEIS and TMP process.
- E. To provide the cooperator with the opportunity to participate in the National Historic Preservation Act, Section 106 consultation process in support of the WMRNP.

### **III. AUTHORITIES FOR THE MOU**

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
  - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
  - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
- B. Regulations implementing the above authorities:
  - 1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
  - 2. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)
- C. The authorities of the Cooperators to enter into this MOU include, but are not limited to:
  - 1. Inyo County General Plan and other applicable laws governing Inyo County

### **IV. ROLES AND RESPONSIBILITIES**

- A. BLM Responsibilities:
  - 1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft WMPA/Draft SEIS, the Proposed WMPA/Final SEIS, and the ROD. The BLM's responsibilities include determining the purpose of and need for the WMPA, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
  - 2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperators in the WMPA/SEIS planning process, giving particular consideration to those topics on which the Cooperators are acknowledged to possess jurisdiction by law or special expertise.
  - 3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the Cooperators with copies of documents underlying the WMPA/SEIS relevant to the Cooperators' responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final WMPA/SEISs.

## B. Cooperating Agency Responsibilities:

1. Cooperating Agencies in this planning process are recognized to have jurisdiction by law and special expertise. Inyo County has such expertise in the following areas:
  - a. Jurisdiction by law with regards to Inyo County management responsibilities on lands administered by and under the jurisdiction of Inyo County
  - b. Special expertise in the following areas;
    - Socio-economic data such as values, demographics, recreation, mining and other activities
    - Land use issues as they may pertain to the WMRNP
    - County transportation and planning information as it pertains to the WMRNP
2. Cooperators will provide information, comments, and technical expertise to the BLM regarding those elements of the WMPA/SEIS, and the data and analyses supporting them, in which they have jurisdiction or special expertise or for which the BLM requests their assistance. The Cooperators will review their policies and jurisdictional plans related to travel management, and provide WMPA/SEIS input relative to their areas of expertise. In particular, Inyo County will provide information on the following topics:
  - a. Inyo County planning documents and information as they may pertain to the WMRNP
  - b. Socio-economic information as it may pertain to the WMRNP
3. Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve planning issues, providing input to the draft Analysis of the Management Situation, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the WMPA/SEIS and supporting documents. (See also Section C.4.)
4. Inyo County will coordinate with BLM and both agencies will determine if Inyo County will be required to provide any technical studies or data sets.

## C. Responsibilities of the Parties:

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements.
2. The Parties agree to comply with the planning schedule provided as Attachment B, which includes dates for WMPA/SEIS milestones and timeframes for Cooperators' reviews and submissions.

3. Each Party agrees to fund its own expenses associated with the WMPA/SEIS process, except that the BLM may contract with a Cooperator for technical studies within its jurisdiction or special expertise, as provided for in Section IV.B.4.
4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).
5. The Parties agree to identify key information useful for identifying travel management issues, opportunities, needs, and potential implementation strategies to address issues that the Parties or interested publics may raise. These may include, but not limited to trail conditions, signing and other informational needs, on-the-ground conflicts, public and adjacent land development, construction and maintenance activities, and other factors that may impact route selection and use of the travel network.
  - a. All environmental documents will be prepared in accordance with applicable federal and state statutes, regulations, policies, and planning instruments.
  - b. In general, the BLM is responsible only for public information regarding BLM regulatory activities, including NEPA, FLPMA and associated travel management and route designation activities on public lands. The Cooperators are responsible for providing adequate public information regarding their travel management activities unless provided to the BLM formally for use in this process.
  - c. BLM will retain authority for approval and signature of the Record of Decision after conclusion of the EIS/plan amendment process and travel management plan decisions under its jurisdiction. The Cooperators will retain authority for approval of travel management access on lands under their specific jurisdiction, unless formal easements or other legal agreements are also signed.
  - d. Inasmuch as this MOU does not include a funding mechanism, each party will provide its own funds for providing input to the planning process of this MOU, either through appropriated funds or other approved mechanisms.

## **V. OTHER PROVISIONS**

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
- C. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

- D. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the WMPA/SEIS and TMP. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.
- E. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the WMPA/SEIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperators' views in the Draft WMPA/Draft SEIS and the Proposed WMPA/Final SEIS. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.
- F. Management of information. The Cooperators acknowledge that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The BLM acknowledges that the Cooperators' handling of these materials may be impacted by Inyo County. The Parties agree that the BLM at its discretion may withhold from the cooperators those documents that would otherwise be available for public release under Inyo County.
- G. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts, and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that BLM retains final responsibility for the decisions identified in the WMRNP/SEIS, TMP, and ROD.
- H. Coordination with contractors. AECOM, Inc. (AECOM) serves as the BLM's contractor for existing data review, issue compilation, data support and documentation, environmental analysis, WMPA/SEIS and TMP preparation, and public involvement. Cooperators may communicate with the contractor only through BLM's representative. The Cooperators acknowledge that the BLM retains the exclusive responsibility to authorize modifications to the contract with AECOM, and that the Cooperators are not authorized to provide technical or policy direction regarding the performance of this contract.

## **VI. AGENCY REPRESENTATIVES**

Each Party has designated a representative and alternate representative to ensure coordination between the Cooperators and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Parties.

BLM Principal Representative:  
Edy Seehafer, West Mojave Project Manager  
Bureau of Land Management  
California Desert District, Barstow Field Office  
2601 Barstow Road

Barstow, CA 92311  
Tel. 760-252-6021, Fax: 760-252-6099

BLM Alternate Representative:  
Craig Beck, West Mojave Project Assistant Manager  
Bureau of Land Management  
California Desert District, Ridgecrest Field Office  
Road  
Ridgecrest, CA 92  
Tel. 760-384-5440, Fax: 760-384-5499

Inyo County Principal Representative:  
Joshua Hart, Planning Department  
Inyo County Planning  
168 North Edwards Street  
PO Box L  
Independence, CA 93526

Inyo County Alternate Representative:  
Elaine Kabala, Planning Department  
Inyo County Planning  
168 North Edwards Street  
PO Box L  
Independence, CA 93526

## **VII. ADMINISTRATION OF THE MOU**

- A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and at least one Cooperator.
- B. Amendment. This MOU may be amended through written agreement of all signatories.
- C. Termination. If not terminated earlier, this MOU will end when the ROD for the West Mojave PA/Supplemental EIS is approved by the BLM State Director. Any Party may end its participation in this MOU by providing written notice to all other Parties.

## **VIII. SIGNATURES**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is entered into as of this \_\_\_ day of June 2014 between the Parties (see Attachment A) and the U.S. Department of the Interior, Bureau of Land Management, California Desert District (hereinafter the "BLM"), as represented by the Barstow Field Office located at 2601 Barstow Road, Barstow, California 92311 and by the Ridgecrest Field Office located at 300 S. Richmond Road., Ridgecrest, California 93555.

The Parties hereto have executed this MOU on the dates shown below.

**Inyo County Planning**  
168 North Edwards Street  
PO Box L  
Independence, CA 93526

DATE  
Supervisor Richard Pucci, Chairperson  
Inyo County Board of Supervisors

---

**Bureau of Land Management**  
California Desert District Office  
22835 Calle San Juan de Los Lagos  
Moreno Valley, CA 92553

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DATE  
Teresa A. Raml, District Manager

**ATTACHMENT A**

**Cooperating Agency Participation in the West Mojave PA/SEIS**

	<b>RMP/EIS Stage</b>	<b>Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise</b>
<b>1</b>	Conduct scoping and identify issues	Provide input on preparation plan; identify coordination requirements based on CA plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies.
<b>2</b>	Develop planning criteria	Provide advice on proposed planning criteria.
<b>3</b>	Collect inventory data	Identify data needs; provide data and technical analyses within the CA's expertise.
<b>4</b>	Analyze management situation	Provide input on the Draft Analysis of the Management Situation (AMS) and aid in interpreting the AMS to constituents.
<b>5</b>	Formulate alternatives	Collaborate with Field Managers in developing alternatives. Suggest land allocations or management actions to resolve issues. <b>[Decision to select alternatives for analysis is reserved to the BLM.]</b>
<b>6</b>	Estimate effects of alternatives	Provide effects analysis within the CA's expertise; identify direct, indirect, and cumulative effects within the CA's expertise; suggest mitigation measures for adverse effects.
<b>7</b>	Select the preferred alternative; issue Draft Plan Amendment/SDEIS	Collaborate with field manager in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft RMP-DEIS. The CAs may provide written, public comments on draft if desired. <b>[Decision to select a preferred alternative and to issue a draft is reserved to the BLM.]</b>
<b>8a</b>	Respond to comments	As appropriate, review comments within the CA's expertise and provide assistance in preparing BLM's responses.
<b>8b</b>	Issue Proposed PA/FSEIS	<b>[Action reserved to BLM.]</b>
<b>9</b>	Initiate Governor's Consistency Review	Once initiated by the BLM, state CAs should contribute to the Governor's Consistency Review.
<b>9a</b>	Sign Record of Decision (ROD) [or]	<b>[Action reserved to the BLM.]</b>
	Resolve protests; modify Proposed RMP/FEIS if needed; sign ROD	<b>[Action reserved to the BLM.]</b> A CA that has provided information relevant to a protest may be asked for clarification.

## Cooperating Agency Participation in the Travel Management Plans

	<b>TMP Stage</b>	<b>Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise</b>
<b>1</b>	Develop preliminary proposed Travel Management Plans	Collaborate with the Field Managers in evaluating alternatives and in developing criteria for selecting the proposed plan and Suggest land allocations or management actions to resolve issues. <b>[Decision to select proposed actions is reserved to the BLM.]</b>
<b>2</b>	Estimate effects of proposed action	Provide effects analysis within the CA's expertise; identify direct, indirect, and cumulative effects within the CA's expertise; suggest minimization or mitigation measures for adverse effects.
<b>3</b>	Develop Implementation Strategies	Suggest strategies to implement the proposed plan and identify actions to be taken by the cooperating agency in support of the plan, identify opportunities to enhance effectiveness of the proposed plan and cooperate on plan implementation activities.
<b>5</b>	Develop the final Proposed Plan;	Collaborate with Field Manager in evaluating the preliminary proposed plan and alternatives and in developing criteria for selecting the final proposed plan; Review the administrative draft plans. <b>[Decision to select a proposed action is reserved to the BLM.]</b>
<b>6</b>	Issue Proposed Plans separately or as appendices to the WMPA/FSEIS	<b>[Action reserved to BLM.]</b>
<b>7</b>	Respond to comments	As appropriate, review comments within the CA's expertise and provide assistance in preparing BLM's responses.
<b>8</b>	Sign Travel Management Plan Decision Records (DR)	<b>[Action reserved to the BLM.]</b>

**ATTACHMENT B**

**SCHEDULE**

<b>Task</b>	<b>Responsibility</b>	<b>Projected Dates</b>
Review and comment on SDEIS affected environment chapter (administrative draft)	<b>All parties</b>	<b>May 30, 2014 to June 13, 2014</b>
Formulate SDEIS alternatives	<b>All parties</b>	<b>May 7, 2014 to June 13, 2014</b>
Estimate effects of SDEIS alternatives (for identified areas of cooperator expertise)	<b>All parties</b>	<b>June 19, 2014 – June 30, 2014</b>
Review administrative draft SEIS and provide feedback on preferred alternative	<b>All parties</b>	<b>1 week in July 2014</b>
Respond to SDEIS Comments	<b>All parties</b>	<b>October 2014 – January 2015</b>
Formulate proposed travel management plans	<b>All parties</b>	<b>July 2014 – January 2015</b>
Propose Implementation Strategies	<b>All parties</b>	<b>July 2014 – January 2015</b>
Review Proposed Travel Management Plans	<b>All parties</b>	<b>2 weeks in late January or early February 2015</b>
Respond to Travel Management Plan Comments	<b>All parties</b>	<b>March 2015</b>



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 27

- 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:** June 17, 2014

**SUBJECT:** Fish and Game Budget Amendment

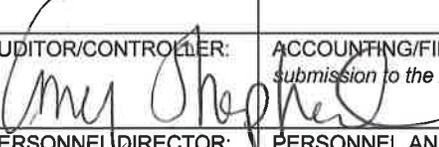
**DEPARTMENTAL RECOMMENDATION:** - Request Board amend the FY 2013-2014 Fish and Game Budget Unit 024200 by increasing unanticipated revenue in Fines (*Revenue Code #4213*) by \$1,600 and increasing appropriations in General Operating (*Object Code #5311*) by \$1,600. (*4/5's vote required*)

**SUMMARY DISCUSSION:** - The spending plan for the Fish and Game Fine Fund has been set at \$5,500 for FY 2013-14. This amount covers the actual cost of secretarial services and mileage for the Inyo County Fish and Wildlife Commission, plus Board authorized contributions to the Bishop Lions Club in the amount of \$1,000, for the handicapped fishing deck at Millpond, and the Eastern Sierra Wildlife Care in the amount of \$2,000 for the feed and caring of injured wildlife. Your Board authorized a contribution to the Friends of the Mt. Whitney Fish Hatchery in the amount of \$1,600 for the Trout in the Classroom Project on May 6, 2014. The total expenditures now exceed the budgeted appropriations. In order to balance this budget for year end close, it is requested that your Board authorize the budget amendment as requested to provide sufficient funds to cover authorized expenditures.

**ALTERNATIVES:** Your Board could choose to rescind the contribution from the Fine Fund to the Friends of the Mt. Whitney Fish Hatchery, which is the last expenditure the Board authorized. This alternative is not recommended because the funds are being used for the purposes identified in the legislation that generates the revenue and the Trout in the Class Room, is a very successful program that helps teach our local school children about this vital resource.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** The budget amendment will reduce the fund balance by the \$1,600 authorized for the Friend of the Mt. Whitney Fish Hatchery and leave a current fund balance of \$10,193.60.

<b>APPROVALS</b>	
<b>BUDGET OFFICER:</b>	<b>BUDGET AMENDMENTS</b> ( <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> )  Approved: <u>✓</u> Date <u>06-10-14</u>
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS</b> ( <i>Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.</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 Assistant Clerk of the Board.</i> )  Approved: <u>yes</u> Date <u>6/9/14</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> ( <i>Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.</i> ) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)  Date: 6-10-14  
 (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**  
 28

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

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

**FOR THE BOARD MEETING OF** June 17, 2014

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

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

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

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received) \_\_\_\_\_ 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**  
 29

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

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

**FOR THE BOARD MEETING OF** June 17, 2014

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

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(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**  
  
30

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

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

**FOR THE BOARD MEETING OF** June 17, 2014

**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

<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**  
 31

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

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

**FOR THE BOARD MEETING OF** June 17, 2014

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

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<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**  
 32

- 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:** June 17, 2014

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - Request approval the minutes of the Board of Supervisors Meetings of June 3, 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

<b><u>APPROVALS</u></b>	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____

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

34

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 1:15 pm     Closed Session     Informational

**FROM:** Senior Deputy County Administrator

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT:** Inyo County Free Library Reorganization

**DEPARTMENTAL RECOMMENDATION:**

Request Board A) receive presentation of options for restructuring Library and Museum services; and B) provide direction to staff to proceed with preparing recommendations for any changes requiring Board action.

**SUMMARY DISCUSSION:**

Presently, the Inyo County Free Library system operates six branches throughout the County for a total of 171 hours weekly, including Bishop, Big Pine, Independence, Lone Pine (all open 6-days per week), Death Valley and Tecopa. The Central Library, in Independence, also provides administrative and technical functions, including acquisitions, cataloging, retrospective conversion, preservation, and database management for the library system.

During the past several years, nine (9) employees have retired or left library service, providing opportunities for reorganizing personnel and the delivery of services. During this time, efficiencies have been achieved in materials delivery, hours of operations, use of volunteer, community service and WRAP workers, and sharing of available staff resources. In FY 13-14, salaries and benefits in the Library budget was reduced from FY 12-13 actuals by approximately \$60,000 through additional salary savings. The Library was budgeted to operate with temporary employees in vacant positions with the direction to reorganize library services to take effect April 1, 2014.

The Library Director has provided, for your consideration, a reorganization plan that is described as a tiered approach. The plan provides a "roadmap" for full-coverage staffing to the prior year (FY 12-13) funding level. Included in the plan are updated job duties and titles and pay increases. The personnel costs associated with the complete reorganization plan is \$576,000. Under this scenario there would be no change to Museum personnel which has a total salaries and benefits cost of \$200,775 for a combined cost of \$776,775.

In accordance with direction provided through the adoption of the FY 13-14 Budget, the Library Director has also provided a plan to align permanent Library staffing levels with the FY 13-14 Library appropriations. This staffing plan places a full time Librarian and a BPAR Senior Library Assistant in the Bishop Branch Library, while maintaining Senior Library Assistants in Lone Pine, Furnace Creek and Tecopa. Big Pine Branch Library is already staffed with a Librarian, who will be the sole employee there. The Independence Branch will continue to be covered by the Library Director and the two technical services personnel who are based out of the Central Library and also provide backup coverage. Included in the Library Director's "budget plan" are updated job duties and titles and pay increases for all Library staff. Four positions will be hired, an fulltime Librarian and a BPAR Senior Library Assistant both for the Bishop Branch Library, and two (2) on-call Library Assistants, one to be available in the Owens Valley, and one for the Tecopa Branch. The on-call positions will fill in during staff absences to prevent library closures. The personnel cost associated with the "Budget Plan" is \$409,000. Under this scenario there would be no change to Museum

personnel which has a total Salaries and Benefits cost of \$200,775 for a combined cost of \$609,775. This level of staffing will require Monday closures in the Bishop, Big Pine, and Lone Pine branches.

This plan, along with the additional options outlined below, comply with the Memorandum of Understanding with the Inyo County Superintendent of Schools approved last year, in that the libraries will continue to be open on one or two evenings per week and with extended Saturday hours. The "budget plan" will result in 149 weekly branch library open hours, a reduction of 22 hours per week.

Due to the fiscal realities facing the County, the FY 13-14 budget amount of \$409,000 (including a 2% increase for COLA's) for Library and \$200,775 for Museum serves as the baseline combined budget goal of \$609,775, with additional reductions to be considered through the budget process. Outlined below are four alternatives developed by the Senior Deputy County Administrator which include both Library and Museum staff in an effort to enhance services and coverage consistent with Service Redesign principles through broader job descriptions. All of the options below include the Bishop, Big Pine and Lone Pine branches being closed on Mondays in accordance with the Library Director's "budget plan".

Service Redesign Option One considers maintaining funding at the FY 13-14 level, with the beginnings of a reorganization of the Library and Museum departments. Under this plan the temporary employees, who have been providing services throughout this transition, will be replaced with one full time Library/Museum Specialist and one BPAR Library/Museum Specialist. By hiring these two positions with joint Library and Museum job descriptions the department will take steps toward further integration between these two functions. Both of these new hires will be County-wide jobs but will be primarily based at the Bishop Library, where the vacancies currently exist. The staffing at all of the other branches will remain unchanged, as will current salary ranges of current employees. Additionally, with the hiring of two additional staff, there will be no changes to Museum staffing. The Personnel cost for the Library associated with Service Redesign Option One is \$402,376. Under this option there would be no change to Museum personnel which has a total Salaries and Benefits cost of \$200,775 for a combined cost of \$603,151 (a slight reduction from the Library Director's "budget plan" with increased staff flexibility).

Additionally, efforts would be made to work with the union in an attempt for all existing Library and Museum staff to have their job descriptions modified to include both Museum and Library duties. Staff would then be cross-trained and have the ability to provide coverage at the Library branches or the Museum.

Service Redesign Options Two and Three further reduce costs by modifying job locations and titles affecting two (2) current employees. One of the technical services library employees currently based at the Central Library would be reassigned to be the lead Library staff at the Bishop branch. Additionally, the current BPAR Museum Assistant position could be eliminated and the position of Library/Museum Assistant could be created to work primarily at the Bishop Library. The current BPAR Museum Assistant could be placed in the newly created position and maintain BPAR status or be upgraded to fulltime in order to provide an additional 10 hours per week of back-up coverage elsewhere in the Library or Museum. Either of these options would result in the Museum hours being reduced from seven days per week to five days per week. The Personnel cost associated with Service Redesign Option Two (maintaining existing staff at BPAR) is \$349,278 for Libraries and \$173,200 for the Museum for a combined cost of \$522,478, while Service Redesign Option Three (changing from BPAR to fulltime status) for Library is \$321,703 and Museum at \$240,951 for a combined total of \$562,655.

Service Redesign Option Four includes further reductions in costs through the combination of the Library and Museum Director positions into one Library/Museum Director. If combined with the structure outlined in Service Redesign Option Three the Personnel cost associated with Service Redesign Option Four is \$462,679 for both Library and Museum.

The table below outlines the associated savings with each of the options above:

Alternative	Library Costs	Museum Costs	Total	Savings from 13-14
Roadmap	\$576,000	\$200,775	\$776,775	+\$167,000
Budget Plan	\$409,000	\$200,775	\$609,775	\$0
SR Option One	\$402,376	\$200,775	\$603,151	-\$6,624
SR Option Two	\$349,278	\$173,200	\$522,478	-\$87,297
SR Option Three	\$321,703	\$240,951	\$562,655	-\$47,120
SR Option Four	Combined dept.	Combined dept.	\$462,679	-\$147,096

**ALTERNATIVES:**

The Library system can no longer operate with temporary employees, therefore direction is necessary in order to move forward with Library reorganization as outlined in the FY 13-14 Budget. Your Board can provide direction to staff on any of the options outlined above or further options can be explored.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Personnel Department

**FINANCING:**

The Library and Museum are funded from the General Fund.

**APPROVALS**

COUNTY COUNSEL:	<p>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.)</p> <p>N/A</p> <p>Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</p> <p>Approved: _____ Date _____</p>
PERSONNEL DIRECTOR:	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p> Approved: <input checked="" type="checkbox"/> Date <u>06-12-2014</u></p>

**DEPARTMENT HEAD SIGNATURE:**  Date: 6/12/14  
 (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

35

- Consent       Departmental       Correspondence Action       Public Hearing  
 Scheduled Time for 3:00 p.m.       Closed Session       Informational

**FROM:** Inyo County Planning Commission and Planning Department

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT:** General Plan Amendment 2013-03/Inyo County – 2014 General Plan Housing Element Update.

**DEPARTMENTAL RECOMMENDATION:** Request the Board of Supervisors: 1.) Conduct a Public Hearing on General Plan Amendment 2013-03/Inyo County – 2014 General Plan Housing Element Update; 2.) adopt Resolution 2014-XX (Attachment 1) certifying that General Plan Amendment 2013-03/Inyo County does not require a Subsequent Negative Declaration of Environmental Impact and approving General Plan Amendment 2013-03/Inyo County – 2014 Update to the Housing Element (Attachment 2); and 3.) direct staff to send to the California Department of Housing and Community Development for certification.

**SUMMARY DISCUSSION:** The General Plan Housing Element is required pursuant to California Government Code Section 65580 et seq., and works to provide housing for all of Inyo County's residents. Housing Element law is one of the most complicated of the General Plan Elements and it must be approved by the State. The County's Housing Element was last updated in 2009<sup>1</sup>, and the current update is due June 30, 2014.

The State's process for this update cycle of Housing Elements has changed somewhat from the previous cycles. The California Department of Housing and Community Development (HCD), the state agency responsible for Housing Elements, provided for an expedited review and approval process. This round of the County's Housing Element update was also marked by a greatly reduced Regional Housing Needs Allocation (RHNA). The RHNA is the number of housing units based on income levels, that a jurisdiction must plan for. These changes to the housing element update process and reduced allocations stem from the State's response to the downturn in the economy and glut of housing foreclosures.

The 2009 Housing Element was reviewed and revised by staff from the County Administrators Office and Planning Department for the 2014 update. This work consisted of replacing the outdated demographics included in the element; a review of the policies already in place and where the county is with regard to them; and, revisions to the current policies based on new state regulations for housing elements. Specifically, the County is required to update the housing element to reflect new legislation. This includes Senate Bill-2 regarding emergency shelters, transitional and supportive housing and group homes and Senate Bill 812 that addresses persons with developmental disabilities.

*Demographics*

New demographic information revealed that very little has changed in Inyo County since 2009 with regard to what types of people live here based on race and ethnicity, income, and housing needs. It has also not changed much in total population. In 2008 there were 14,601 people in unincorporated Inyo County; in 2013 there were 14,696 a change of 95 more people, or less than 1-percent growth during the 5-year period.

<sup>1</sup> Refer to the following website for the 2009 Housing Element - [http://inyoplanning.org/general\\_plan/documents/HE-2009Update.pdf](http://inyoplanning.org/general_plan/documents/HE-2009Update.pdf)

*Regional Housing Needs Allocation (RHNA)*

The slow growth of Inyo County along with a national recession and housing crisis, led the State to greatly reduce the RHNA from the 2009 allocation. In 2009 the County was to plan for a total of 423 units; in 2014 the number was reduced to 160. Since the County has not had residential development that qualified towards the 2009 RHNA, all but one of the sites that were identified in 2009 are still available to be used towards the 2014 RHNA, leaving a surplus of 259 units. The breakdown can be seen on the following table:

Income Level	RHNA Need 2014	Units Provided by 2009 Land Inventory	Shortfall/Surplus
Extremely Low	18	190	+130
Very Low	17		
Low	25		
Moderate	28	84	+56
Above Moderate	72	145	+73
<b>Total</b>	<b>160</b>	<b>419</b>	<b>+259</b>

This allowed the County to keep the sites previously selected for RHNA planning purposes as they were in 2009 for the 2014 update.

*New State legislation*

Policy changes required by the State include the following:

- At least one zoning designation in the County shall be identified to permit emergency shelters without a conditional use permit;
- Transitional and supportive housing and group homes shall be considered a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone;
- Housing Elements must include an analysis of the special housing needs of the disabled including persons with developmental disabilities; and
- HCD also advised county staff that Single-Room Occupancy housing types are required to be permitted outright as a means to eliminate governmental constraints to the development of a variety of housing types for all income levels.

Staff addressed these requirements by:

- Proposing that the Highway Services and Tourist Commercial (C2) zone allow emergency shelters by right. This zoning district generally includes land that is close to transportation and other necessary services, making it the most convenient and practical for emergency shelters;
- Proposing the State’s preferred language for transitional and supportive housing and group homes be allowed in all zoning districts with the same permitting requirements as any other residential unit in the same zoning district;

- A new section in the Housing Element that provides an estimate of the number of people who live in the County that have a developmental disability and how their housing needs may be met through General Plan policy and implementation strategies; and
- Single-Room Occupancy housing has been added to the permitted housing types and is allowed outright in the Commercial Districts: C1, C2, C3 and CB.

The updated sections and information to the Housing Element are consistent with the current policies within the Housing Element and to other General Plan elements. It is also consistent with the purposes and intent of the Zoning Ordinance and the individual zoning districts. Specific updates to the Zoning Ordinance, as previously pointed out will be necessary to bring it into conformance with State law.

*Tribal Consultations, Public and Stakeholder Comments*

On December 16, 2013 the County initiated Native American Consultation pursuant to the California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, with the Big Pine Band of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Kern Valley Indian Council, Walker River Reservation and the Lone Pine Paiute Shoshone. Only the Big Pine Band of the Owens Valley requested a consultation. On February 13, 2014 county staff and the Fourth District Supervisor held a consultation meeting with the Big Pine Band of the Owens Valley. County staff also held a public meeting on Thursday February 20, 2014 in Bishop. On June 9, 2014 county staff and the Fourth District Supervisor held a subsequent consultation meeting with the Big Pine Band of the Owens Valley. At all three meetings staff reviewed housing issues, the Housing Element update process, and the sections with proposed changes. The comments from the meetings included:

- Comment: Concerns about the restrictions on subdivision that the new requirements per SB-1241 are causing: Section 4, regarding tentative and parcel map applications in a very high fire danger zone or a state responsibility area in the Government constraints section.
  - Response: A section regarding the new fire findings requirements per SB-1241 can be found in the Analysis of Governmental Constraints section.
- Comment: Add a stronger discussion about the important role that manufactured and mobile homes play in providing affordable housing.
  - Response: The current policies regarding manufactured and mobile homes adequately promote their use and their importance as affordable housing options. Please see Policy 3.4. Staff added language in the Housing Units Types, emphasizing the importance of manufactured and mobile homes as an affordable option.
- Comment: Add language about DWP releasing properties that are appropriate for private ownership that are not currently included in the Land Release program and inventory.
  - Response: A discussion has been added about additional DWP properties not on the land release inventory in the county and their potential for private ownership, in Chapter Three: Resources and Constraints – Land Inventory.
- Comment: County should be more proactive in helping to provide affordable housing through partnerships with local non-profit agencies that help support affordable housing and by participating in available grant programs.
  - Response: There are currently adequate policies addressing the County's participation in affordable housing programs. The County has not had the staffing or the funds to

administer these programs through the past housing element cycle, so has not taken a lead role in applying for them.

Also with regard to SB-1241 the County sent its Safety Element to the California Department of Forestry and Fire for comment.

- Comment: Identify plans and actions for existing residential structures and neighborhoods, and particularly substandard residential structures and neighborhoods, to be improved to meet current fire safe ordinances pertaining to access, water flow, signing, and vegetation clearing.
  - Response: The County has added to Program 1.2.1 and 1.3 addressing fire safety and substandard residential structures and housing rehabilitation.

After staff revised the 2009 Housing Element with the updated demographic information, the RHNA stipulated by the State, new relevant legislation and tribal and public/stakeholder comments a new Draft version was sent to HCD for review. Staff addressed HCD comments as outlined above. They mainly focused on technical errors in the document and the State's preferred language for transitional and supportive housing and group homes to be allowed in all zoning districts with the same permitting requirements as any other residential unit in the same zoning district. Once staff addressed HCDs comments the Draft Housing Element was sent back to them for addition review on April 10, 2014 and on April 11, 2014 HCD sent a letter (via email) to County staff stating that the Draft Housing Element meets the statutory requirements of the State Housing Element Law (GC, Article 10.6) (Attachment 3).

#### ***ENVIRONMENTAL REVIEW***

A Negative Declaration was approved for the 2009 Housing Element update. This 2014 update does not present additional or new impacts that were not addressed in the Negative Declaration prepared for the 2009 update; and therefore, no subsequent CEQA analysis will be necessary pursuant to CEQA Guidelines, Section 15162(a).

On May 28 2014 the Inyo County Planning Commission held a public hearing, took public comment and passed and adopted Resolution 2014-02 (Attachment 4) - Draft General Plan Amendment 2013-03/Inyo County and made certain findings:

- 1.) General Plan Amendment 2013-03/Inyo County – 2014 General Plan Housing Element Update does not present additional or new impacts that were not addressed in the Negative Declaration prepared for the 2009 update; and therefore, no subsequent CEQA analysis will be necessary pursuant to CEQA Guidelines, Section 15162(a).
- 2.) Based on substantial evidence in the record, General Plan Amendment 2013-03/Inyo County – 2014 General Plan Housing Element Update is consistent with the current policies within the Housing Element and to the other General Plan elements. It is also consistent with the purposes and intent of the Zoning Ordinance and the individual zoning districts. Specific updates to the Zoning Ordinance, as previously pointed out will be necessary to bring it into conformance with State law.

*[Evidence: The 2014 Update to the Housing Element does not change any of the current policies included in the General Plan. It added policy with regard to new State legislation that seeks to further the Goals provided for in the Housing Element H-1: To maintain the existing housing stock and eliminate substandard housing conditions in Inyo County; H-5: to remove governmental constraints on housing development; and, H-6 To promote equal opportunity for all residents in housing of their choice. Also, no changes are being proposed based on the Housing Element*

*update that change the basic descriptions or intent of the Zoning Districts. The proposed changes to the Zoning Code are necessary to bring it into conformance with State law.]*

- 3.) Based on substantial evidence in the record, as communicated by the Department of Housing and Community Development, General Plan Amendment 2013-03/Inyo County – 2014 General Plan Housing Element Update complies with California Government Code Section 65300 et seq. (i.e., the State’s regulations for the General Plan) and the State Housing Element Law (GC, Article 10.6).

**Recommended Actions:** Based on the on substantial evidence in the record and the Planning Commission’s recommendation: approve General Plan Amendment 2013-03/Inyo County – 2014 General Plan Housing Element Update and certify that the 2014 General Plan Housing Element Update does not present additional or new impacts that were not addressed in the Negative Declaration prepared for the 2009 update; and therefore, no subsequent CEQA analysis will be necessary pursuant to CEQA Guidelines, Section 15162(a).

**ALTERNATIVES:** The Board may consider the following alternatives.

1. Do not approve a 2014 Housing Element Update. This is not recommended as the 2014 Housing Element Update is required by State law.
2. Direct staff to make changes to the Draft 2014 Housing Element Update. This is not recommended as HCD has sent correspondence to staff indicating that the Draft 2014 Housing Element Update meets the statutory requirements of the State Housing Element Law (GC, Article 10.6) and further changes may not meet these requirements and could delay the County meeting the June 30, 2014 deadline.
3. Direct staff to prepare a subsequent CEQA analysis on the 2014 Housing Element Update. This is not recommended as it could delay the County meeting the June 30, 2014 deadline.

**OTHER AGENCY INVOLVEMENT:** California Department of Housing and Community Development.

**FINANCING:** Costs to prepare the Draft 2014 Housing Element Update are paid with fund from the County’s General Fund.

<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> <i>Margaret Kemp-Williams 06/06/14</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: 6-9-14

**Attachments:**

- 1.) Resolution 2014-XX.
- 2.) 2014 Draft General Plan Housing Element Update.
- 3.) Letter from HCD stating that the Draft Housing Element meets the statutory requirements of the State Housing Element Law (GC, Article 10.6).
- 4.) Planning Commission Resolution 2014-02.

Attachment 1

**RESOLUTION NO. 2014-xx**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING THAT THE 2014 HOUSING ELEMENT UPDATE DOES NOT REQUIRE A SUBSEQUENT NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT AND MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVING, GENERAL PLAN AMENDMENT NO. 2013-03/INYO COUNTY - 2014 HOUSING ELEMENT UPDATE**

WHEREAS, the General Plan Housing Element is required pursuant to California Government Code Section 65580 et seq., and works to provide housing for all of Inyo County's residents; and

WHEREAS, the Housing Element is required to be updated periodically and the deadline to next update Inyo County's Housing Element is June 30, 2014 for the period extending between June 30, 2014 and June 30, 2019; and

WHEREAS, Inyo County adopted a Housing Element in 1992 and updated it in 2001, 2003 and 2009; and

WHEREAS, work has continued on a variety of housing issues since the Housing Element adoption in 1992 to improve housing conditions throughout the County, including emergency shelter and affordable housing programs operated by the County and housing service providers; a Housing Task Force; the Housing Plan Committee; implementation of the HOME grant program; and current work updating the Housing Element and the zoning ordinance to add Single-Room Occupancy as a permitted use type and allow for transitional housing, group housing and group homes to be permitted in all zoning designations and treated in the same manner as other residential dwelling units would be in the same zoning designations and include developmental disabilities and planning for housing provisions for people with them; and

WHEREAS, on July 31, 2013 the California Department of Housing and Community Development (HCD) transmitted the Regional Housing Need Allocation (RHNA) to Inyo County; and

WHEREAS, the County began work on updating the Housing Element in November 2013; and

WHEREAS, correspondence was transmitted to approximately 40-stakeholders in the County in December 2013, including real estate professionals, homeless service providers, public agencies, and others, advising them of the update process and requesting input; and

WHEREAS, pursuant to Senate Bill 18 (SB18) and Government Code Section 65352.3, on December 9, 2013 the County requested a list of appropriate native American contacts from the California Native American Heritage Commission (NAHC), to request consultations with, regarding the Housing Element update; and

WHEREAS, the NAHC transmitted a list of native American contacts to the County on December 13, 2014 for purposes of SB18 consultation regarding the Housing Element update; and

WHEREAS, on December 16, 2013 the County initiated Native American Consultation pursuant to the California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, with

the Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Kern Valley Indian Council, Walker River Reservation and the Lone Pine Paiute Shoshone; and

WHEREAS, the Big Pine Paiute Tribe of the Owens Valley requested consultation; and

WHEREAS, on February 13, 2014 County Staff and the Fourth District Supervisor meet with the Big Pine Paiute Tribe of the Owens Valley for consultation and discussed housing issues and took comments; and

WHEREAS, on April 9, 2014 as specified by Senate Bill 18 and per Government Code Section 65352, the County notified the Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Kern Valley Indian Council, Walker River Reservation and the Lone Pine Paiute Shoshone of the availability of the General Plan Amendment and offered further consultation; and

WHEREAS, on June 9, 2014 staff and the Fourth District Supervisor meet with the Big Pine Paiute Tribe of the Owens Valley for consultation and discussed housing issues and took comments; and

WHEREAS, on Thursday February 20, 2014 the County held an advertised public workshop in Bishop, California to educate interested parties about housing issues, the Housing Element update process, the sections with proposed changes and took comments; and

WHEREAS, on February 28, 2014 the County sent a draft of the proposed changes to the Housing Element to the California Department of Housing and Community Development for review and comment; and

WHEREAS, on March 12, 2014 the County met with the California Department of Housing and Community Development to discuss recommended changes; and

WHEREAS, on April 10, 2014 the County sent the draft updated Housing Element to the California Department of Housing and Community Development for review with the recommended changes; and

WHEREAS, on April 11, 2014 the California Department of Housing and Community Development sent a letter to the County stating that the draft updated Housing Element meets the statutory requirements of the State Housing Element Law (GC, Article 10.6); and

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, the 2014 Housing Element update is a policy document that works to provide housing for all of Inyo County's residents and is a revised version of the already approved 2009 Housing Element that included an approved Negative Declaration and does not present additional or new impacts that were not addressed in the Negative Declaration prepared for the 2009 update; and therefore, no

subsequent Negative Declaration or Environmental Impact Report is required pursuant to CEQA Guidelines, Section 15162(a); and

WHEREAS, May 28, 2014, the Inyo County Planning Commission held a public hearing, took public comment on Draft General Plan Amendment No. 2013-03/Inyo County - 2014 Housing Element Update and recommended that the Board of Supervisors certify the 2014 housing element update does not require a subsequent environmental document and make certain findings with respect to and approve, general plan amendment no. 2013-03/Inyo County Housing Element Update and send to the California Department of Housing and Community Development for certification; and

WHEREAS, a notice of public hearing for General Plan Amendment No. 2013-2013-03/Inyo County - 2014 Housing Element Update was published in the Inyo Register on June 7, 2014; and

WHEREAS, on June 4, 2014 a notice of public hearing for General Plan Amendment No. 2013-03/Inyo County - 2014 Housing Element Update was mailed to appropriate representatives pursuant to Government Code Section 65352 (a); and

WHEREAS, this Board does hereby find and declare adoption of General Plan Amendment No. 2013-03/Inyo County - 2014 Housing Element Update to be in the public interest; and

NOW THEREFORE, BE IT HEREBY RESOLVED, based on all of the written and oral comments and input received at the June 17, 2014 hearing, including the staff report and recommendation from the Planning Commission this Board of Supervisors makes the following findings with regard to General Plan Amendment No. 2013-03/Inyo County - 2014 Housing Element Update:

1. General Plan Amendment No. 2013-03/Inyo County - 2014 Housing Element Update is a policy document that works to provide housing for all of Inyo County's residents and is a revised version of the already approved 2009 Housing Element that included an approved Negative Declaration and does not present additional or new impacts that were not addressed in the Negative Declaration prepared for the 2009 update; and therefore, no subsequent Negative Declaration is required pursuant to CEQA Guidelines, Section 15162(a).
2. Based on substantial evidence in the record, General Plan Amendment No. 2013-03/Inyo County - 2014 Housing Element Update is consistent with the goals and policies of the Inyo County General Plan.
3. Based on substantial evidence in the record, General Plan Amendment No. 2013-03/Inyo County - 2014 Housing Element Update is consistent with the purposes and intent of Title 18 (Zoning Ordinance) of the Inyo County Code.
4. Based on substantial evidence in the record, General Plan Amendment No. 2013-03/Inyo County - 2014 Housing Element Update complies with California Government Code Section 65300 et seq. (i.e., the State's regulations for the General Plan) and with California Government Code Section 65580 et seq. (i.e., the State's regulations for Housing Elements).

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, does hereby certify General Plan Amendment No. 2013-03/Inyo County – 2014 Housing Element Update does not require a Subsequent Negative Declaration of Environmental Impact, per CEQA Guidelines, Section 15162(a) and approves General Plan Amendment No. 2013-03/Inyo County

– 2014 Housing Element Update based on all of the information in the public record and on recommendation of the Planning Commission.

PASSED AND ADOPTED THIS 17<sup>th</sup> DAY OF JUNE, 2014:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

ATTEST:

Clerk of the Board

By \_\_\_\_\_  
Pat Gunsolley, Assistant

Attachment 2

# INYO COUNTY HOUSING ELEMENT

*Adopted July 1, 1992*

UPDATED DECEMBER 2001, APRIL 2004 AND AUGUST  
2009

DRAFT 2014 Housing Element Update





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**CHAPTER ONE: INTRODUCTION**

**PURPOSE OF THE ELEMENT**

In response to California's critical housing needs, the legislature enacted housing element law to fulfill the goal of adequate, safe and affordable housing for every Californian. The attainment of housing for all requires the cooperation of local and state governments. Housing element law requires local governments to adequately plan to meet their existing and projected housing needs including their share of the regional housing need.

Housing element law is the State's primary market-based strategy to increase housing supply. The law recognizes the most critical decisions regarding housing development that occur at the local level within the context of the general plan. In order for the private sector to adequately address housing needs and demand, local governments must adopt land-use plans and regulatory schemes that provide opportunities for, and do not unduly constrain, housing development for all income groups.

Unlike the other mandatory elements of the general plan, the housing element is subject to detailed statutory requirements regarding its content and must be updated periodically. The housing element is also subject to mandatory review by the California Department of Housing and Community Development (HCD). This reflects the statutory recognition that the availability of housing is a matter of statewide importance and that cooperation between all levels of government and the private sector is critical to attainment of the State's housing goals.

Inyo County adopted a Housing Element in 1992. That element was updated in 2001 when the County thoroughly updated its General Plan. The 2001 update anticipated State housing element requirements as adapted to meet the intent of the "Frontier County" provisions of housing element law, but did not meet statutory requirements for the next update cycle in 2004. Accordingly, the Goals, Policies, and Implementation Measures included in the 2001 General Plan were incorporated into the 2004 element with very minor revisions. The 2004 and subsequent 2009 Housing Element was adopted by Inyo County and certified by the State. This 2014 update has incorporated all new statutory requirements affecting housing elements and will guide Inyo County's housing policy through the end of this planning period, which ends in 2019. In 2008, the California legislature adopted Senate Bill 375 which built upon foundations set in California's 2006 climate change law (AB 32). SB 375 regional transportation agencies to develop a "Sustainable Communities Strategy" (SCS) for reducing greenhouse gas emissions, and modified Housing Element Law to achieve consistency between the land use patterns outlined in the SCS and Regional Housing Needs Assessment allocation. The legislation also increased local agencies' accountability for carrying out their housing element plans. With adoption of SB 375, communities that are covered by an adopted Regional Transportation Plan became eligible for an extended housing element planning period of 8 years (instead of 5 years). Inyo County is not part of a region with an adopted Regional Transportation Plan, and is therefore not subject to the requirements of SB 375.

Pursuant to SB 812, the current Housing Element addresses the housing needs of the County's developmentally disabled residents in accordance with requirements of SB 812. This analysis includes an estimate of the number of persons with developmental disabilities, an assessment of the housing need, and a discussion of potential resources. A "developmental disability" is in turn



defined as a disability that originates before an individual becomes 18-years old and continues (or can be expected to continue) indefinitely, and constitutes a substantial disability for that individual, including mental retardation, cerebral palsy, epilepsy, and autism. Chapter Three: Resources and Constraints - Senate Bill 812 (Persons with Disabilities) provides a discussion and analysis of the County's disabled residents.

### PUBLIC PARTICIPATION

The Housing Element reflects the values and preferences of Inyo County residents. The County began work on its 2014 update in January 2014. To initiate the outreach process, more than 40-letters/emails were sent to a broad cross-section of stakeholders in the County. Consultation invitations were also sent to 10-tribal representatives. The letters briefly described the reason for the update and called upon the stakeholders to provide their input at any time during the update process by visiting the Housing Element update section on the County's website, by directly contacting County staff, by requesting a meeting, or by attending the public workshop held in Bishop.

### Tribal Consultations

Staff had one consultation request from the Big Pine Paiute Tribe. The consultation was held on February 13, 2014 at the tribal meeting room in Big Pine. Tribal members expressed their concern about the aging community and the pressures this puts on access to affordable housing as well as the trend it creates in smaller household sizes. Staff agreed with tribal members as the County's over 65-year old population is 20-percent. This is a significant proportion of the County's population and does affect it. Seniors tend to live in one or two persons households that cause the overall household sizes in the County to be lower. Most seniors are retired, on fixed incomes and many require more services than those in the younger adult age groups. Access to affordable housing close to goods and services and transportation is a high priority for seniors. Tribal members are concerned about the provision of services to seniors and how the proportion of seniors in the population affects the rest of the population with regard to housing issues. Staff met again with the Big Pine Paiute Tribe on June 9, 2014 to review the updated draft and explain the changes that were made since the February 13, 2014 meeting. The Tribe had no additional comments or recommended changes to the draft.

### Public Workshops

The County held one public workshop during the draft stage of the 2014 Housing Element update. The goal of the public workshop was to gather feedback from stakeholders regarding housing concerns of Inyo County residents. The public workshop was held on Thursday, February 20, 2014, at the City of Bishop Council Chambers.

There were 3 attendees plus staff at the workshop, which consisted of a presentation of the Draft Housing Element and an opportunity for attendees to share comments. The comments from the public workshop have been addressed throughout the Housing Element update, including programs. Below is a summary of the comments voiced at the workshop and the County's response in the Housing Element.

Comments from the public/stakeholder meeting included:

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**June 2014**



- A discussion about the new requirements per SB-1241: Section 4, regarding tentative and parcel map applications in a very high fire danger zone or a state responsibility area in the Government constraints section.
  - Response: A section regarding the new fire findings requirements per SB-1241 can be found in the Analysis of Governmental Constraints section.
- Comment: Add a stronger discussion about the important role that manufactured and mobile homes play in providing affordable housing.
  - Response: The current policies regarding manufactured and mobile homes adequately promote their use and their importance as affordable housing options. Please see Policy 3.4. Staff added language in the Housing Units Types, emphasizing the importance of manufactured and mobile homes as an affordable option.
- Comment: Add language about DWP releasing properties that are appropriate for private ownership that are not currently included in the Land Release program and inventory.
  - Response: A discussion has been added about additional DWP properties not on the land release inventory in the county and their potential for private ownership, in Chapter Three: Resources and Constraints – Land Inventory.
- Comment: County should be more proactive in helping to provide affordable housing through partnerships with local non-profit agencies that help support affordable housing and by participating in available grant programs.
  - Response: There are currently adequate policies addressing the County’s participation in affordable housing programs. The County has not had the staffing or the funds to administer these programs through the past housing element cycle, so has not taken a lead role in applying for them.

Also with regard to SB-1241 the County sent its Safety Element to the California Department of Forestry and Fire for comment.

- Comment: Identify plans and actions for existing residential structures and neighborhoods, and particularly substandard residential structures and neighborhoods, to be improved to meet current fire safe ordinances pertaining to access, water flow, signing, and vegetation clearing.
  - Response: The County has added to Program 1.2.1 and 1.3 addressing fire safety and substandard residential structures and housing rehabilitation.

**Comment Letters**

In addition to gathering comments from attendees at both public workshops, residents were invited to submit comments directly to the County regarding the public review draft of the Housing



## HOUSING ELEMENT

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Element update. Currently no comment letters have been received by the County – this section will be updated if any are received.

### **Public Hearings**

THE PLANNING COMMISSION HELD A PUBLIC HEARING ON MAY 28, 2014 TO REVIEW THE DRAFT HOUSING ELEMENT AND RECEIVE PUBLIC COMMENTS. NO ONE FROM THE PUBLIC ATTENDED THE HEARING AND NO FURTHER PUBLIC COMMENT WAS RECEIVED BY STAFF. THE PLANNING COMMISSION UNANIMOUSLY VOTED 4-0 WITH ONE ABSENT TO RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE THE DRAFT 2014 HOUSING ELEMENT UPDATE.

The Housing Element is consistent with the goals and policies of the current Inyo County General Plan. Since each element in the General Plan is currently being updated in 2014, there are no General Plan land use designations or regulations that require revision in order to meet the policies and objectives of this element or to provide for the County's fair share of the regional housing need.

In the future, this Housing Element will be amended as necessary to maintain consistency with the Inyo County General Plan by incorporating appropriate revisions to the goals and policies. Additionally, the County will maintain consistency throughout the planning period upon any amendments to the Inyo County General Plan.



**CHAPTER TWO: HOUSING NEEDS**

POPULATION

**Population Growth Trends**

An understanding of the demographics of Inyo County – past, present, and future – is essential to the process of updating the Housing Element. According to the Department of Finance, the population of the entire county in 2013 was 14,696. Table 1 shows population growth trends from 1970 through 2013 for the unincorporated county.

In the 1960s, Inyo County experienced a 4-percent growth rate as the county gained popularity as a destination for recreation activities and retirement. This was the largest population boom in Inyo County since the early 1900s. In the 1970s, the county saw continued but more limited growth. Population growth slowed in the 1980s, when it increased by only 244 people. Most of this population growth was the result of in-migration of older persons of retirement or near-retirement age.

The 2000 Census showed unincorporated Inyo County as one of the few California jurisdictions that lost population. In the ten-year period from 1990 to 2000, Inyo County’s population declined by 390 individuals. The 2010 Census indicated that population grew by 251 people, or 1.7-percent. The population of the unincorporated county has increased at an average annual rate of 0.1-percent, or eight people per year, between 2000 and 2013.

**Table 1  
Population Growth Trends (2000–2013) – Unincorporated Inyo County**

Year	Population	Numerical Change	Average Annual Change	
			Number	Percentage
1970	12,073	--	--	--
1980	14,562	2,489	249	2%
1990	14,806	244	24	0.2%
2000	14,416	-390	-39	-0.3%
2008	14,601	185	23	0.2%
2010	14,667	66	18	0.1%
2013	14,696	29	8	0.1%

*\*Source: Census Bureau (2010 Census, 2000 Census, SF3: P1 and 1990 Census, STF3: P1), 2008 DOF (Report E-5); HCD-HE Data Package 2013.*

According to the Department of Finance (DOF) information, the total population of Inyo County in 2013 was 18,573. **Table 2** shows how the total county population between 1960 to the beginning of 2013 was distributed between the City of Bishop, the only incorporated city in the county, and the unincorporated areas of the county. Between 1960 and 2013, the distribution of the county’s



population between the unincorporated areas and the City of Bishop remained relatively stable, with Bishop’s share of the population increasing slightly. As the table shows, at the beginning of 2013 79-percent of the total county population resided in unincorporated areas, while the balance (21-percent) resided in the City of Bishop.

**Table 2  
Inyo County Population (1960–2013)**

Year	Total Population	City of Bishop	Percentage	Unincorporated County	Percentage
1960	11,684	2,875	25%	8,809	75%
1970	15,571	3,498	23%	12,073	78%
1980	17,895	3,333	19%	14,562	81%
1990	18,281	3,475	19%	14,806	81%
2000	17,945	3,575	20%	14,416	80%
2008	18,152	3,551	20%	14,601	80%
2010	18,546	3,879	21%	14,667	79%
2013	18,573	3,877	21%	14,696	79%

*\*SOURCE: CALIFORNIA DEPARTMENT OF FINANCE, HISTORICAL CENSUS POPULATION OF COUNTIES IN CALIFORNIA, 1850–1990; HISTORICAL CENSUS POPULATION OF PLACES, TOWNS, AND CITIES IN CALIFORNIA, 1850–1990; CITY/COUNTY POPULATION & HOUSING ESTIMATES, 1990–1998 (REPORT E-5); CITY/COUNTY POPULATION & HOUSING ESTIMATES, 2000–2008 (REPORT E-5; HCD-HE DATA PACKAGE 2013. RACE AND ETHNICITY*

Table 3 provides a summary of the population by race/ethnicity for Inyo County (unincorporated and Bishop) from the 2010 Census. Those reporting White, American Indian, and Hispanic/Latino race and/or ethnicity made up the majority of the population in the county with 67-percent, 12-percent, and 16-percent, respectively. The share of the population of American Indians and Hispanic/Latinos in Bishop differed from that of the unincorporated county. In Bishop, American Indians represented approximately 2-percent of the city’s population, which is 10-percent less than the share in the unincorporated county (12-percent). The Hispanic/Latino population in Bishop was 15-percent higher than in the unincorporated County (31-percent and 16-percent respectively). Other than these noted differences in the dispersion of the population by race and ethnicity, the City of Bishop and the unincorporated county have similar racial and ethnic populations.



**Table 3**  
**Inyo County Population by Race/Ethnicity 2010**

Race/Ethnicity	Unincorporated County		Bishop		Total County	
	Number	Percentage	Number	Percentage	Number	Percentage
White	9,832	67%	2,464	63%	12,296	66%
Black or African American	81	<1%	21	< 1%	102	< 1%
American Indian or Alaskan Native	1,828	12%	67	2%	1,895	10%
Asian	170	< 1%	59	2%	229	1%
Hawaiian or Pacific Islander	15	< 1%	0	0%	15	< 1%
Hispanic/Latino	2,397	24%	1,200	31%	3,597	19%
Some other race	17	< 1%	4	< 1%	21	< 1%
Two or more races	327	< 1%	64	2%	391	2%
<b>Total Population</b>	<b>12,296</b>	<b>100%</b>	<b>3,879</b>	<b>100%</b>	<b>18,546</b>	<b>100%</b>

*Source: Census Bureau (2010 Census)*

**EMPLOYMENT**

The economic base of the county consists of employers that serve primarily (or in some cases exclusively) the local population. Two major employment sectors in the county are considered export employers: hotels and the federal and state components of public administration. The local-serving employers are affected almost exclusively by population and income trends while export industries are affected by factors external to Inyo County.

Table 4 provides a summary of employment by industry for Inyo County as reported by the 2011 American Community Survey (ACS).

Of nearly 6,782 total jobs, the service sector was by far the largest employer in the county at about 40-percent, including services both to the local population and to visitors. The next largest category is retail trade at 13.5-percent. Public administration follows with 11-percent of total employment.

Economic projections suggest a continued increase in tourism-related employment and income, and only marginal growth in other private sector industries. The tourism expansion generates a substantial increase in higher paying government jobs, with the effect of increasing per capita income despite the lower pay of other tourism-supported business sectors, such as retail and lodging. Other demographic trends contribute to the upward push in local incomes, such as the



continued influx into the county of retirees with independent incomes and lower than average household sizes.

**Table 4  
Employment by Industry (2011) – Unincorporated Inyo County**

Employment by Industry	Unincorporated Inyo County	
	Estimate	Percent
Civilian employed population 16 years and over	6,782	77.6
Agriculture, forestry, fishing and hunting, and mining	115	1.7
Construction	569	8.4
Manufacturing	348	5.1
Wholesale trade	89	1.3
Retail trade	916	13.5
Transportation and warehousing, and utilities	670	9.9
Information	40	0.6
Finance and insurance, and real estate and rental and leasing	250	3.7
Professional, scientific, and management, and administrative and waste management services	291	4.3
Educational services, and health care and social assistance	1,312	19.3
Arts, entertainment, and recreation, and accommodation and food services	1,086	16.0
Other services, except public administration	328	4.8
Public administration	768	11.3

\*Source: ACS DP-03 2007-2011

The California Employment Development Department (EDD) published projections for the fastest growing occupations in the Eastern Sierra Region (Alpine, Inyo, and Mono counties) for the years 2004 to 2014. Table 5 displays the occupations that were projected to have the most growth in the three-county region through the end of the 2009 Housing Element planning period. The table displays the occupations that have annual median salaries less than Inyo County’s median income as shown in Table 11 in an effort to highlight occupation growth among lower-income occupations.

The fastest growing lower-income occupations in the region are projected to add 550 jobs by 2014, a growth of 22-percent among lower-income occupations. The “Customer Service Representatives” occupation is projected to have the largest growth in the region, at 67-percent between 2004 and 2014, earning an annual median salary of \$29,390, which would fall into the low-income category for a family of four as shown in Table 11. “Counter Attendants, Cafeteria, Food Concession, and Coffee Shop” occupations are the lowest wage earners among the fastest growing occupations in the region, earning an annual median salary of \$16,827.



**Table 5**  
**Growing Lower Income Occupations in the Eastern Sierra Region,**  
**2004–2014**

Occupation	Annual Average Employment		Percentage Change	Annual Median Salary <sup>1</sup>
	2004	2014		
Customer Service Representatives	90	150	67%	\$29,390
Nursing Aides, Orderlies, and Attendants	110	150	36%	\$22,422
Truck Drivers, Heavy and Tractor-Trailer	120	160	33%	\$33,155
Food Preparation Workers	220	280	27%	\$19,406
Stock Clerks and Order Fillers	80	100	25%	\$18,678
Paving, Surfacing, and Tamping Equipment Operators	80	100	25%	\$25,251
Construction Laborers	50	60	20%	\$33,238
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	270	320	19%	\$24,045
Counter and Rental Clerks	110	130	18%	\$20,987
Maintenance and Repair Workers, General	410	480	17%	\$30,763
Cooks, Fast Food	120	140	17%	\$16,973
Counter Attendants, Cafeteria, Food Concession, and Coffee Shop	60	70	17%	\$16,827
First-Line Supervisors/Managers of Personal Service Workers	60	70	17%	\$32,552
Recreation Workers	60	70	17%	\$31,866
Retail Salespersons	600	700	17%	\$20,301
Reservation and Transportation Ticket Agents and Travel Clerks	60	70	17%	\$23,442
<b>Total Occupation Growth</b>	<b>2,500</b>	<b>3,050</b>	<b>22%</b>	<b>--</b>

Source: Employment Development Department, Labor Market Info: "Fastest Growing Occupations," 2009.

<sup>1</sup> The median hourly wage has been calculated to reflect the median annual salary.



**HOUSEHOLD CHARACTERISTICS**

**Household Growth Trends**

In 1980, there were 5,654 households in unincorporated Inyo County. According to the 2000 Census, the county had grown to 6,033 households, representing a 6-percent increase between 1980 and 2000. According to the 2010 Census there were 6,301 households in unincorporated Inyo County representing an 11-percent increase from 1980 and a 4-percent increase from 2000.

Inyo County's aging population has a significant effect on household characteristics, as household trends for seniors differ from other demographic cohorts. Twenty-percent of the unincorporated county's population in 2010 was at least 65-years of age. Statewide, 11-percent of the population is at least 65 years old. The high percentage of residents aged 65 and over suggests that Inyo County is an attractive location for retirees, and/or the people who live in Inyo County choose to age in place.

**Table 6**  
**Household Growth Trends (1980–2010) – Unincorporated Inyo County**

Year	Households	Numerical Change	Annual Numerical Change
1980	5,654	--	--
1990	5,884	230	23
2000	6,033	149	15
2010	6,301	268	27

*Source: Census Bureau (2010 Census P12, 2000 Census, SF3: H6 and 1990 Census, STF3: H4) and DOF (E-5 Report)*

Of the total population in unincorporated Inyo County (14,667), the majority (97.8-percent) are in households as opposed to group quarters (2-percent). Table 7 presents a summary of the differing household types in the unincorporated county in the years 2000 and 2010. The percentage of people in non-family households is up from 15-percent in 2000 to 19-percent in 2010. 79-percent is in family households, down from 84-percent in 2000, and 2-percent are living in group quarters.



**Table 7 Population by Household Type (2000-2010) – Unincorporated Inyo County**

Household Type	2000		2010	
	Number	Percentage	Number	Percentage
Population in Households	14,338	99.5%	14,342	98%
Family Households	12,138	84%	13,631	79%
Non-family Households	2,200	15%	1,036	19%
Population in Group Quarters	78	0.5%	325	2%
Institutional	76	0.5%	232	1.5%
Non-institutional	2	0%	93	0.5%
<b>Total Population</b>	<b>14,416</b>	<b>100%</b>	<b>14,667</b>	<b>100%</b>

Source: Census Bureau (2000 Census, SF3: P9 and 1990 Census, STF3: P17; 2010 Census P29)

### Households by Tenure

According to the 2010 Census, 70-percent of the population in unincorporated Inyo County owned their homes. This was a decrease of 3-percent since 2000, and most likely due to the down-turn in the economy during the decade 2000-2010. Table 8 provides a summary of the change in tenure in the unincorporated portion of the county between 1980 and 2010. The ratio of owner to renter moves back and forth by 2-3-percent over time, indicating relative stability.

**Table 8  
Households by Tenure (1980–2010) – Unincorporated Inyo County**

	1980		1990		2000		2010	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
Owner	3,941	70%	4,227	72%	4,386	73%	4,230	70%
Renter	1,713	30%	1,657	28%	1,647	27%	1,804	30%
	<b>5,654</b>	<b>100%</b>	<b>5,884</b>	<b>100%</b>	<b>6,033</b>	<b>100%</b>	<b>6,034</b>	<b>100%</b>

Source: Census Bureau (2010 Census SF1: H16; 2000 Census, SF 3: H7; 1990 Census, SF 3: H8; and 1980 Census)

According to Census 2010 the vacancy rate in the unincorporated portion of the county was 16.6-percent, a difference of less than 1-percent in decrease from the 2000 vacancy rate, indicating that there has not been a significant change in the characteristics of housing needs or stock.

Per the 2010 California DFA data there are 1,251 vacant units in the unincorporated county representing 16.6% of units, of these, 678 were reported vacant as second homes used for “seasonal, recreational, or occasional use.” Vacant second homes represented about 51-percent of the vacancies in the unincorporated county, showing a growing trend of second homeownership in Inyo



County (vacant second homes represented 46-percent of vacancies in 2000) and can have an effect on housing availability and housing conditions for full time residents within the community.

The Census reports that the homeownership vacancy rate was 1.7-percent and the rental vacancy rate was 5.8-percent. The low homeowner vacancy rate is a direct reflection of the tight real estate market and lack of private land available for new development. The majority of private land in Inyo County is already developed.

As previously stated, the DFA reported that the 2010 vacancy rate for the unincorporated county was 16.6-percent, a decrease of 0.06-percent from 2000. The DOF does not report vacancy rates by tenure, but the very small change in vacancy rates between 2000 and 2010 and little housing production indicate that the tenure of the 2010 vacant housing stock is similar to 2000. The 2010 share of second homeowners is also likely to be similar to the 2000 proportion.

Given these factors, housing growth has been minimal in Inyo County in recent years. In order to facilitate development of affordable housing, the County currently allows the placement of mobile homes on all residentially zoned lots and has actively rezoned acreage in order to allow mobile homes. As a result, a large share of housing production between 2000 and 2010 was for mobile homes. In addition, current County policy is designed to concentrate new growth within and contiguous to existing communities (e.g., Bishop, Big Pine, Independence, Lone Pine). This will ensure development of housing units in the places of greatest need and where infrastructure is readily available.

### Overcrowded Households

The United States Census Bureau defines an overcrowded household as a housing unit occupied by more than one person per room (not including kitchens and bathrooms). Units with more than 1.5 persons per room are considered severely overcrowded and indicate a significant housing need.

According to the 2011 American Community Survey only 159 of the total households in the unincorporated County (6,034), approximately 3-percent, were in overcrowded situations. This percentage is very low compared to the statewide average of 8-percent. Overcrowding has been declining since 1980 in the unincorporated areas of Inyo County. In 1990, there were 287 overcrowded households, 2000 Census reported 237 overcrowded households and in 2011, 159.

**Table 9** presents overcrowding data for the unincorporated county and California as a whole. As seen in the table, 1-percent of all owner-occupied households were overcrowded, compared to 6-percent of renter-occupied households. The state reported higher percentages of overcrowding for owners (4-percent) and renters (13-percent).



**Table 9**  
**Overcrowded Households (2011) – Unincorporated Inyo County**

Households	Owners		Renters		Total
	Number	Percentage	Number	Percentage	
Total Overcrowded Households	49	1%	110	6%	159
1–1.5 Persons per Room	39	0.9%	110	6%	149
1.5 or More Persons per Room	10	0.2%	0	0	10
<b>Total Households</b>	<b>4,230</b>	<b>70%</b>	<b>1,804</b>	<b>30%</b>	<b>6,034</b>
Statewide Overcrowding Rates	4%		13%		8%

Source: ACS 2011: B25014

### Households Overpaying

Overpayment calculations were provided by HCD with ACS data and HCD guidelines for calculating overpayment. As a rule of thumb, housing is considered affordable if less than 30-percent of household income is spent on rent or mortgage. Table 10 compares overpayment for housing between owners and renters for different income categories.

According to 2010 ACS data, 32-percent of all households (both renter and owner) paid more than 30-percent of their income on housing costs. This has increased from 2000 when it was 19%. The table below shows the number of households by income category that spent over 30-percent (constituting a cost burden) on housing in unincorporated Inyo County.

Based on the 2010 median household income for the County of \$44,808, lower-income households (those earning up to 80-percent of the median income) are those making up to \$ 35,846 per year. These households are shown in the table below in the first two income range categories and a very small portion of the third category. According to this data, there were approximately 427 lower-income renter households that suffered from cost burdens in paying housing costs, representing 33-percent of all renter households. The percentage of lower-income owner households that experienced a cost burden was lower with approximately 615 households or 15-percent of all owner households.



**Table 10  
Households Overpaying (2011) – Unincorporated Inyo County**

<b>Renter-Occupied Households</b>			
Income Range	Households Paying > 30% of Income	Total Households	% of Total Households Overpaying
\$0 to \$20,000	230	280	82%
\$20,000 to \$34,999	197	258	76%
\$35,000 to \$49,999	108	249	43%
\$50,000 to \$74,999	14	186	8%
\$75,000 or more	9	302	3%
<b>Subtotal</b>	<b>558</b>	<b>1,275</b>	<b>44%</b>
<b>Owner-Occupied Households</b>			
\$0 to \$20,000	396	648	61%
\$20,000 to \$34,999	219	586	37%
\$35,000 to \$49,999	132	494	27%
\$50,000 to \$74,999	209	822	25%
\$75,000 or more	245	1663	15%
<b>Subtotal</b>	<b>1,201</b>	<b>4,213</b>	<b>29%</b>
<b>TOTAL</b>	<b>1,759</b>	<b>5,488</b>	<b>32%</b>

*Source: California Department of Housing and Community Development, 2013*

**HOUSEHOLD INCOME**

Household income is one of the most significant factors affecting housing choice and opportunity. Income largely determines a household’s ability to purchase or rent housing. The state and federal government classify household income into several groupings based upon the relationship to the county adjusted median income (AMI), adjusted for household size. The State of California utilizes the income groups presented in Table 11. For purposes of the Housing Element, the state income definitions are used throughout the document.



**Table 11  
Inyo County State Income Limits by Household Size, 2013**

	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
Extremely Low (0-30%)	\$13,850	\$15,800	\$17,800	\$19,750	\$21,350	\$22,950	\$24,500	\$26,100
Very Low (31-50%)	\$23,050	\$26,350	\$29,650	\$32,900	\$35,550	\$38,200	\$40,800	\$43,450
Low (51-80%)	\$36,900	\$42,150	\$47,400	\$52,650	\$56,900	\$61,100	\$65,300	\$69,500
Median (100%)	\$46,050	\$52,650	\$59,200	\$65,800	\$71,050	\$76,350	\$81,600	\$86,850
Moderate (81-120%)	\$55,250	\$63,150	\$71,050	\$78,950	\$85,250	\$91,600	\$97,900	\$104,200

*Source: California Department of Housing and Community Development, 2013*

**Affordability of Housing**

As shown in Table 11 above, HCD publishes official state income limits each year. The income categories are used as a determinant for qualifying households for housing programs as well as to understand how much households in the unincorporated county can afford to spend on housing costs. Table 12 provides a summary of the 2013 state income limits for households by household size. The income limits are sorted by income group and presented as monthly income, monthly rent, and maximum (max.) sales price.

Monthly income is determined by dividing the annual income limit by 12-months. Monthly rent is 30-percent of the monthly income, which is the standard for determining affordable monthly housing cost. Maximum sales price is an estimate of the maximum amount a household could afford assuming a 6-percent interest rate over 30 years, in which no more than 30-percent of the household’s gross monthly income is spent on housing cost.

For example, a 2-person household with an annual income of \$26,350 has a gross monthly income of \$2,196 and is considered to be a very low-income household. The affordable rent that the 2-person household could afford without being cost burdened is \$659, and the maximum sales price of a home this household can afford is \$79,026.

The affordable monthly rent and the maximum purchase price of homes in each income category will be used to determine the availability of housing affordable to each income group. This analysis can be found in the following sections of this Housing Element: Housing Rental Market and Housing Sales Market.



**Table 12  
Housing Affordability by Income Level – Inyo County**

<b>Income Group</b>	<b>1-Person</b>	<b>2-Person</b>	<b>3-Person</b>	<b>4-Person</b>
<b>Extremely Low</b>				
Monthly Income	\$1,154	\$1,317	\$1,483	\$1,646
Monthly Rent	\$346	\$395	\$445	\$494
Max. Sales Price	\$26,887	\$35,043	\$43,349	\$57,505
<b>Very Low</b>				
Monthly Income	\$1,921	\$2,196	\$2,471	\$2,742
Monthly Rent	\$576	\$659	\$741	\$823
Max. Sales Price	\$65,266	\$79,026	\$92,786	\$106,346
<b>Low</b>				
Monthly Income	\$3,057	\$3,513	\$3,950	\$4,380
Monthly Rent	\$923	\$1,054	\$1,185	\$1,314
Max. Sales Price	\$123,009	\$144,925	\$166,792	\$188,308
<b>Moderate</b>				
Monthly Income	\$4,604	\$5,262	\$5,920	\$6,579
Monthly Rent	\$1,381	\$1,579	\$1,776	\$1,974
Max. Sales Price	\$199,516	\$232,411	\$265,365	\$298,340
<b>Above Moderate</b>				
Monthly Income	>\$4,604	>\$5,262	>\$5,920	>\$6,579
Monthly Rent	>\$1,381	>\$1,579	>\$1,776	>\$1,974
Max. Sales Price	>\$199,516	>\$232,411	>\$265,365	>\$298,340
Monthly Income	\$3,838	\$4,388	\$4,933	\$5,483
Monthly Rent	\$1,151	\$1,316	\$1,480	\$1,645
Max. Sales Price	\$161,187	\$188,708	\$215,978	\$243,499

*Source: 2013 Income Limits, California Department of Housing and Community Development, January 2014*

*Note: Affordable housing cost for renter-occupied households assumes 30% of gross household income, not including utility cost.*

*Monthly mortgage calculation: <http://www.imortgageguide.com/calculators/MortgageMax.aspx>*

*Note: Affordable housing sales prices are based on the following assumed variables: 30-year fixed rate mortgage at 6% annual interest rate, \$1,200 per year in real estate taxes, \$600 per year in hazard insurance, and \$35 per month for mortgage insurance.*



Housing Rental Market

A survey of rental rates for single-family and multi-family housing in Inyo County was conducted in February and March 2014. Comparing the market rental rates with the affordable monthly rent amounts presented in Table 13 helps determine the supply of affordable housing for each income level. According to the results of the surveyed rental rates and the monthly rental amounts that households with 1 to 4 persons can afford, households that fall between the very low-income and low-income category can afford rental rates for multi-family housing. The survey results show that households at or below the very low-income category pay in excess of 30-percent of the monthly gross household income. Households at or above the low-income category earn sufficient monthly incomes to afford the median monthly rental rates found in the survey for all housing types (single-family, multi-family, and mobile homes).

Table 13 reports median rental rates for the county as a whole. Communities in and around Bishop tend to offer rental rates at or above the county median rental rates. Conversely, the communities of Independence and Lone Pine typically have rental rates that are below the county median rates.

**Table 13**  
**Point-in-Time Rental Survey (Bishop, Independence, Lone Pine)**

NUMBER OF BEDROOMS	SINGLE-FAMILY		MULTI-FAMILY	
	MEDIAN RENT	NUMBER OF UNITS SURVEYED	MEDIAN RENT	NUMBER OF UNITS SURVEYED
1 BEDROOM	685	31	\$625	4
2 BEDROOM	863	40	\$850	5
3+ BEDROOM	1,300	23	\$1,995	1
TOTAL	863	94	\$850	10

*Source: Point-in-Time Rental Survey, Inyo County February & March 2014*

Housing Sales Market

Home sales prices have been analyzed and compared with the affordability data in Table 12. This analysis allows the County to identify which income groups have the most difficult time finding affordable housing.

New Home Sales

The resale price of homes in the county between 2009 and 2014 as provided by the County Assessor is shown in Table 14. The assessor sales data is shown for the communities of Unincorporated Bishop, Bishop, Big Pine, Independence, Lone Pine, and the county as a whole. According to the Assessor’s report, the median sales price for mobile homes situated in mobile home parks in the county as a whole was \$22,000, which means that households at or above the extremely low-income range can afford to purchase a mobile home without being cost burdened. The community with the lowest median mobile home sale price in a park was Lone Pine at \$5,000.



## HOUSING ELEMENT

The median price at which condominium units sold in the county as a whole was \$152,500, affordable to households earning above moderate income. The City of Bishop was the only community to have condo sales and the median price was \$152,500. It is difficult to calculate the resale amount of projects with 2 or more units, because the median price reports the total cost of the project and not each individual unit. The median sales price for duplex projects in the county was \$193,500, with the lowest median sale price in Independence at \$117,000. The median sale price of projects with 3 and 4 units in the county as a whole was \$202,500.

Single-family homes have the highest median sales price for all unit types. Between 2009 and 2014, the median sales price for single-family homes in the county as a whole was \$276,500. The only household income groups in Table 12 that would be able to afford the median resale price of a single-family home in the county is moderate and above moderate-income households. The community of Independence had the lowest median sales price of single-family homes at \$127,901 and would be affordable to the Low Income Group. The overall median sales prices for all housing types in the entire county decreased from \$189,500 in 2009 to \$150,000 in 2014. The decreases in the median sales prices can be attributed to the economic downturn and real estate crash in 2008. This decline in sales prices does indicate that housing is becoming somewhat more affordable to more income groups.

**Table 14**  
**Inyo County Median Home Sales: 2009-2013**

Community	Single-family	Condo	Duplex	Triplex/ Fourplex	Mobile Home	
					In park	Private (with a foundation)
Unincorporated Bishop	\$330,493	--	\$425,000	\$182,850	\$223,000	\$226,250
Bishop	\$255,000	\$152,500	\$226,450	\$290,000	\$17,000	\$215,400
Big Pine	\$215,000	--	--	--	\$85,000	\$175,400
Independence	\$127,901	--	\$117,000	--	--	\$75,000
Lone Pine	\$169,900	--	\$75,700	--	\$5,000	\$195,000
<b>County Total</b>	<b>\$276,500</b>	<b>\$152,500</b>	<b>\$193,500</b>	<b>\$202,500</b>	<b>\$22,000</b>	<b>\$188,500</b>

Source: Inyo County Assessors' Office, February 2014



**HOUSING STOCK CHARACTERISTICS**

**Housing Units by Type**

As shown in Table 15, unincorporated Inyo County contains a variety of housing types, including 4,689 detached single-family residences, 137 attached single-family residences, 2,267 mobile homes, and 290 multi-family units (includes “2–4 units” and “5 plus units”).

Single-family homes represent the dominant type of housing in the county. Between 2000 and 2008, the number of detached single-family residences increased by 1.7 percent from 4,610 to 4,689. The number of attached single-family residences increased by 2-percent from 134 to 137 units. Most of the single-family unit growth occurred adjacent to the City of Bishop and in the northern portion of the county.

The 2000 Census reported 2,038 mobile homes in the unincorporated county, which represented 29 percent of the total unincorporated county’s housing stock. The percentage of mobile homes in the county grew by 11 percent between 2000 and 2008 or from 2,038 to 2,267, which represented the and in 2011 the number of mobile homes decreased by 89 or 4-percent. Mobile homes have historically been immensely popular within Inyo County as they have remained affordable, and the construction quality and public acceptance levels have improved. The County also actively rezoned acreage in order to allow mobile homes, and the Zoning Ordinance allows the placement of mobile homes on all residentially zoned lots.

Table 15 shows how Inyo County’s housing stock has changed since 2008. A total of 183 units have been added to the unincorporated portion of Inyo County’s housing stock, an increase of 2-percent.

**Table 15  
Housing Units by Type (2008– 2013) – Unincorporated Inyo County**

Housing Unit Type	2008		2011		Change	
	Number	Percentage	Number	Percentage	Number	Percentage
Single-Family Detached	4,689	64%	4,860	64%	171	4%
Single-Family Attached	137	2%	133	2%	-4	-3%
2–4 units	145	2%	229	3%	84	6%
5 Plus Units	145	2%	139	2%	-6	-4%
Mobile Home *	2,267	30%	2,205	29%	-62	-3%
<b>Total Units</b>	<b>7,383</b>	<b>100%</b>	<b>7,566</b>	<b>100%</b>	<b>183</b>	<b>2%</b>

Source: ACS 2011 DP04

\*Mobile home category includes “Other” (e.g., RVs, campers).



Between 2008 and 2013, the county experienced an increase in single-family development and a decrease in total mobile homes, for the most part this has been the case since 1990, indicating that single-family development is consistently replacing mobile homes as the primary unit type in the County. In 1990, there were 2,514 mobile homes in the county. By 2000 that number had declined to 2,038 a reduction of 476 mobile homes. In 2008 there were 2,267 mobile homes in Inyo County, an increase of 229 homes from 2000 and then in 2011 there was a decrease again of 62 for an overall decrease in mobile homes from 1990 to 2011 of 309 or 12-percent.

Mobile Homes are, especially in rural areas, a common alternative option for affordable housing. The time between 2000 and 2013 included the spike in real estate prices, as well as onset of the recession. Both of these factors would create a need in the housing market for more affordable options. As the economy and housing market have stabilized the eminent need for affordable housing, and therefore, mobile homes may have subsided. There has also been an increase in single family attached units, as well multi-family structures with 2-4 units. These housing types may be replacing some of the mobile homes as affordable housing opportunities in Inyo County, but mobile and manufactured homes are likely to continue to be an important affordable housing option in the County.

In an effort to ensure there is adequate affordable housing, the County offered a variety of policies to address the need for affordable housing during previous updates to the Housing Element. The policies include:

Expedited project review of residential developments with an affordable housing component

- Provision of technical and financial assistance to mobile home park residents who want to purchase their mobile home park
- Provision of density bonus incentives
- Encouragement of accessory dwelling unit development
- Reductions in site development and/or design standards (e.g., reduction in setback or parking requirements, increase in building coverage requirements)
- Approval of mixed-use development if the non-residential land uses will reduce the cost of the housing project and the non-residential land uses are compatible with the housing project and surrounding development

### Housing Stock Conditions

Structures older than 30 years are the accepted standard determining the need for “major rehabilitation.” Based on the 2011 ACS data, as of 2005, approximately 42-percent of all housing units within the unincorporated areas of the county were older than 30-years of age, indicating that close to half either need or have had major rehabilitation. This data is presented in Table 16 below.



**Table 16**  
**Housing Units by Age – Unincorporated Inyo County**

Year Structure Built	Number	Percentage
Built 2005 or later	125	2%
Built 2000 to 2004	292	4%
Built 1990 to 1999	824	11%
Built 1980 to 1989	1,099	15%
Built 1970 to 1979	1,983	27%
Built 1960 to 1969	993	13%
Built 1950 to 1959	745	10%
Built 1940 to 1949	663	9%
Built 1939 or earlier	692	9%
<b>Total</b>	<b>7,416</b>	<b>100%</b>

Source: Census Bureau 2011 DP04

As illustrated in Table 17, approximately 20-percent more renters than owners inhabited housing which was classified as needing major rehabilitation. Tenure for the inventory of housing units is not available beyond the 2000 Census. Since 2000 the county has added 494 housing units and the majority (70-percent) are owner occupied, indicating more change has happened with regard to newer units, for use as owner occupied. Therefore, the 2000 data still provides a fair indication of how many and what type of units may require significant rehabilitation.

**Table 17**  
**Housing Units by Tenure by Age (2000) – Unincorporated Inyo County**

Year	Owners		Renters	
	Number	Percentage	Number	Percentage
1990 to 2000	648	15%	191	12%
1980 to 1989	1,020	23%	235	14%
1970 to 1979	1,142	26%	293	18%
1960 to 1969	689	16%	278	17%
1950 to 1959	389	9%	204	12%
Pre-1950	498	11%	446	27%
<b>Total</b>	<b>4,386</b>	<b>100%</b>	<b>1,647</b>	<b>100%</b>

Source: Census Bureau (2000 Census SF 3: H36)

The County Assessor collects a myriad of data regarding the sale of homes in the county, including important information related to the condition of the sold housing unit. The conditions of the sold



housing units are categorized as good, average, fair, or poor. Table 18 provides a summary of housing units sold in the county between 2009 and 2013. This does not represent all of the housing units that were sold as the conditions are reported by the buyer on their change in ownership statement and about half of the buyers do not report the condition. The majority of housing units were in either good or average condition.

**Table 18  
Housing Conditions**

Condition	Number	Percentage
Good	229	44%
Average	177	34%
Fair	77	14%
Poor	42	8%
<b>TOTAL</b>	<b>525</b>	<b>100%</b>

*Source: Inyo County Assessor, estimate, 2009-2013*

As the county’s housing stock continues to age, ongoing maintenance is vital to prevent widespread deterioration. The Housing Element focuses on expanding rehabilitation efforts by pursuing available federal and state funds to upgrade and maintain the county’s housing stock.

**SPECIAL HOUSING NEEDS**

Certain segments of the population may have more difficulty in finding decent, affordable housing due to special circumstances. In unincorporated Inyo County, these “special needs” groups include extremely low-income households, senior citizen households, large families, disabled and developmentally disabled persons, single-parent-headed households, the homeless, and farmworkers.

**Extremely Low-Income Households**

Table 19 displays the share of households by income category by median family income (MFI) in the unincorporated portion of the county. The data presented in the table is reported by CHAS (Comprehensive Housing Affordability Strategy) in 2010. According to CHAS, 12-percent of all households in 2010 were extremely low-income. Of the 740 extremely low-income households, 330 are renters and 410 are owners. In conjunction with local community agencies and nonprofit service providers, the County has supported providing assistance to lower-income households and will continue to implement programs providing support that meets the housing needs of all income segments in the county.



**Table 19**  
**Unincorporated Inyo County Households by Income Level 2010**

Income Level	Renters	Owners	Total	Percentage
Extremely low (0–30% MFI)	330	410	740	12%
Very low (30–50% MFI)	280	395	675	11%
Low (50–80% MFI)	440	685	1,125	18%
Moderate and above moderate (80% and above)	735	2,860	3,595	59%
<b>Total</b>	<b>1,785</b>	<b>4,350</b>	<b>6,135</b>	<b>100%</b>

Source: *Comprehensive Housing Affordability Strategy (CHAS) Data Report, 2010*

Local nonprofit community agencies and the County Health and Human Service Department organize and operate a number of programs countywide, including low-income housing, emergency shelter, emergency food/commodities, and weatherization programs.

Inyo County has one assisted housing project in its jurisdiction owned by the Lone Pine Economic Development Corporation, the Mt. Whitney Apartments, which is a 33-unit housing project developed with funds from the Farmers Home Administration Section 515 Rental Housing Program and managed by a nonprofit staff.

The Housing Authority of the County of Stanislaus administers the Section 8 Housing Assistance Program - Housing Choice Voucher program, which provides vouchers for local privately owned housing to eligible families. The vouchers represent credit that can be applied to rental cost of any housing unit. Currently, there are approximately 18 vouchers allocated to Inyo County residents.

#### Persons with Disabilities

As seen in Table 20 and reported by the 2011 ACS 2,076 (15%) of the population reported a disability, of which about 3-percent are not employed and another 8-percent are over the age of 65. The remaining 4-percent are employed persons.

**Table 20**  
**Persons with Disability by Employment Status (2011)**

	Number	Percentage
Age 5–64, Employed Persons with a Disability	554	4%
Age 5–64, Not Employed Persons with a Disability	428	3%
Persons Age 65 Plus with a Disability	1,094	8%
Total Persons with a Disability	2,076	15%
<b>Total Population (Civilian Non-institutional)</b>	<b>14,367</b>	<b>100%</b>

Source: HCD 5<sup>th</sup> Element Data Package



Table 21 displays the total number of disabilities reported by type of disability. For persons between the ages of 5 and 64, ambulatory disabilities were the most prevalent, followed by cognitive difficulties. In the 65-years and over category ambulatory disabilities were also the most prevalent, followed by hearing.

The Census Bureau does not include developmental disabilities in their data and so it is not shown on Table 21. Developmental disabilities are defined as a continuing disability that originates before an individual becomes 18 years old, and includes Mental Retardation, Cerebral Palsy, Epilepsy, and Autism. The Kern Regional Center located in Bakersfield, CA provides services to individuals with developmental disabilities who live in Inyo County. The Center estimates that approximately 74 people with developmental disabilities, who live in Inyo County, are currently receiving services from them.

This data indicates that the County’s new reasonable accommodation procedures are needed and the County will continue to implement Program 6.2.1 to address these needs.

**Table 21  
Persons with Disabilities by Disability Type (2011) Unincorporated  
Inyo County**

Disability	Number	Percentage
<b>Total Disability Population 5 to 64 years</b>	869	50%
With a hearing difficulty	150	9%
With a vision difficulty	100	6%
With a cognitive difficulty	411	24%
With an ambulatory difficulty	526	30%
With a self-care difficulty	257	15%
With an independent living difficulty	338	19%
<b>Total Disabilities for Ages 65 and Over</b>	872	50%
With a hearing difficulty	398	23%
With a vision difficulty	160	9%
With a cognitive difficulty	206	12%
With an ambulatory difficulty	499	29%
With a self-care difficulty	151	9%
With an independent living difficulty	238	14%
<b>Total Disabilities</b>	1,741	100%

*Source: 2012 ACS S1810*

Tables 21 A – C illustrate residential care in the County. The County has 78 persons living in some type of residential care facility. Of these 78, 24 or 31-percent are under the age of 18 and 54 or 69-percent are 18-years and older. Five are over 62-years (6-percent). The majority (64-percent) live in Section 8 housing and 31-percent have independent living arrangements.



**Table 21 A**  
**Residential Care: Population By Zip Code (2013)**

93513	Inyo	2-Active Client	10 to 13 yrs	Home Prnt/Grdn	1
93513	Inyo	2-Active Client	14 to 17 yrs	Home Prnt/Grdn	1
93513	Inyo	2-Active Client	22 to 31 yrs	Home Prnt/Grdn	2
93513	Inyo	2-Active Client	22 to 31 yrs	Indep Living	1
93514	Inyo	2-Active Client	3 to 5 yrs	Home Prnt/Grdn	1
93514	Inyo	2-Active Client	6 to 9 yrs	Home Prnt/Grdn	4
93514	Inyo	2-Active Client	10 to 13 yrs	Home Prnt/Grdn	5
93514	Inyo	2-Active Client	14 to 17 yrs	Home Prnt/Grdn	8
93514	Inyo	2-Active Client	18 to 21 yrs	Home Prnt/Grdn	2
93514	Inyo	2-Active Client	22 to 31 yrs	Home Prnt/Grdn	9
93514	Inyo	2-Active Client	22 to 31 yrs	Indep Living	3
93514	Inyo	2-Active Client	22 to 31 yrs	Other	1
93514	Inyo	2-Active Client	32 to 41 yrs	Home Prnt/Grdn	4
93514	Inyo	2-Active Client	32 to 41 yrs	Indep Living	3
93514	Inyo	2-Active Client	42 to 51 yrs	Home Prnt/Grdn	3
93514	Inyo	2-Active Client	42 to 51 yrs	Indep Living	7
93514	Inyo	2-Active Client	52 to 61 yrs	Indep Living	4
93514	Inyo	2-Active Client	62 and Older	Indep Living	3
93526	Inyo	2-Active Client	10 to 13 yrs	Home Prnt/Grdn	1
93526	Inyo	2-Active Client	18 to 21 yrs	Home Prnt/Grdn	1
93542	Inyo	2-Active Client	10 to 13 yrs	Home Prnt/Grdn	1
93545	Inyo	2-Active Client	10 to 13 yrs	Home Prnt/Grdn	1
93545	Inyo	2-Active Client	14 to 17 yrs	Home Prnt/Grdn	1



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93545	Inyo	2-Active Client	18 to 21 yrs	Home Prnt/Grdn	3
93545	Inyo	2-Active Client	22 to 31 yrs	Home Prnt/Grdn	1
93545	Inyo	2-Active Client	32 to 41 yrs	Home Prnt/Grdn	1
93545	Inyo	2-Active Client	42 to 51 yrs	Indep Living	1
93545	Inyo	2-Active Client	52 to 61 yrs	Indep Living	2
93545	Inyo	2-Active Client	52 to 61 yrs	SNF	1
93545	Inyo	2-Active Client	62 and Older	SNF	2

Zip Codes: 93513 Big Pine; 93514 Bishop City and surrounding; 93526 Independence; 93545 Lone Pine  
 Source: HCD 5<sup>th</sup> Element Data Package

**Table 21 B  
 Residential Care by Age**

# Pop	Age												Total	
		0 to 2 yrs	3 to 5 yrs	6 to 9 yrs	10 to 13 yrs	14 to 17 yrs	18 to 21 yrs	22 to 31 yrs	32 to 41 yrs	42 to 51 yrs	52 to 61 yrs	62 and Older		
County	ZIP													
Inyo	93513				1	1		3						5
Inyo	93514		1	4	5	8	2	13	7	10	4	3	57	
Inyo	93526				1		1						2	
Inyo	93542				1								1	
Inyo	93545				1	1	3	1	1	1	3	2	13	

Source: HCD 5<sup>th</sup> Element Data Package

**Table 21 C  
 Residential Care by Type of Residence**

# Pop	Residence								Total
		Community Care	Home Parent/Guardian	ICF	Independent Living	Other	SNF		
County	ZIP								
Inyo	93513			4		1		5	
Inyo	93514			36		20	1	57	
Inyo	93526			2				2	
Inyo	93542			1				1	
Inyo	93545			7		3	3	13	

Source: HCD 5<sup>th</sup> Element Data Package



Disabilities can hinder access to housing units of conventional design as well as limit the ability to earn adequate income. Although needs can vary widely, disabled persons need special facilities to help them overcome their disability or make their housing units more convenient. Some of these amenities include wide doorways that can accommodate wheelchairs, special bracing for handrails, lower countertops, and switches and outlets at the proper height to allow easy use. Unfortunately, very few housing units have these features, and consequently, they must be remodeled to serve the disabled. The conversion of a conventionally designed housing unit is usually well beyond the financial capability of most disabled persons.

The County actively implements State standards for the provision of accessible units in new developments. The County also encourages housing provided for disabled persons to be in close proximity to public transportation and services. Program 6.2.1 removed

**Seniors**

The special needs of many senior citizen households result from limited fixed incomes and from physical disabilities and dependence needs. As a result, seniors experience financial difficulty in coping with rising housing costs. The financial capacity for coping with increased housing costs depends heavily on the tenure status (owner or renter) of the elderly household. With infrequent and small increases in income and potentially large increases in housing costs, a senior renter is at a continuing disadvantage compared to a senior owner. Table 22 displays householders by tenure and age from the HCD 5<sup>th</sup> Element Data Package derived from the 2011 ACS. As shown in the table, 1,917 households had a senior householder (age 65 years and older) in Inyo County, representing a significant portion of Inyo County's household population, 28-percent of the total households. Of the over 65-years household population, only 3-percent rent their home, making the at-risk senior population small in comparison to the state average and less than that of non-senior households.

**Table 22  
Householders by Tenure by Age (2000) – Unincorporated Inyo County**

Householder Age	Owners	Renters	Total
15–24 years	23	98	121
25–34 years	195	414	609
35–64 years	2,315	1,072	3,387
65–74 years	906	128	1,034
75 plus years	791	92	883
<b>Total Households</b>	<b>4,960</b>	<b>1,804</b>	<b>6,764</b>

*Source: HCD 5<sup>th</sup> Element Data Package 2014*

One area of great concern relates to rent increases in mobile home parks. Senior citizens are particularly vulnerable and often cannot afford the cost of moving their mobile homes to less expensive spaces. For example, disassembling, moving, and reassembling a doublewide mobile home can cost several thousand dollars. To troubleshoot this problem, the County supports local assistance organizations in addressing senior housing needs through policies and programs



supporting rental subsidies, tenant purchase of mobile home parks, and housing rehabilitation assistance, including weatherization.

Large Families

Large households are defined as households with more than 5 persons. ACS data from 2011 indicate that Inyo County has 7-percent of households meeting that criterion. In comparison with the 2000 Census, the percentage of large families had decreased only slightly by 1-percent. In circumstances in which the housing market does not meet the unique needs of large families, overcrowding can result. Fortunately, the county’s relatively small overcrowding problem does not indicate this trend occurring on a broad scale. Table 23 shows households by tenure including large families in the unincorporated county.

The Housing Element establishes programs such as density bonus incentives for larger units and self-help housing to meet the needs of the county’s large families.

**Table 23**  
**Household Size by Tenure (2000) – Unincorporated Inyo County**

	1-4 persons		5+ Persons		Total	
	Number	Percentage	Number	Percentage	Number	Percentage
Owner	3,992	66%	238	4%	4,230	70%
Renter	1,624	27%	180	3%	1,804	30%
<b>Total Households</b>	<b>5,616</b>	<b>93%</b>	<b>418</b>	<b>7%</b>	<b>6,034</b>	<b>100%</b>

Source: Source: HCD 5<sup>th</sup> Element Data

Single-Parent-Headed Households

According to the 2011 ACS Census, 16-percent of all households within Inyo County are headed by single parents. It has been reported that a large number of these single-parent households are in need of assistance and are often the households most in need of affordable housing, childcare, job training, and rehabilitation funds.

Of the households headed by a single parent, 69-percent are headed by a female. The financial constraints of single-parent households, especially those headed by females, are seen by the share of households reporting to be below poverty level. Single-parent-headed households comprised 47-percent of all households below the poverty line. Of the 153 single-parent households below poverty level, 64-percent were headed by females. Table 24 provides a summary of single-parent households in the county as reported by the 2011 ACS.



**Table 24**  
**Single Parent Headed Households (2000) – Unincorporated Inyo County**

Householder Type	Number	Percentage
Single-Parent-Headed Householders	619	16%
Total Householders	3,792	100%
Single-Parent-Headed Householders Under the Poverty Level	153	4%
Total Families Under the Poverty Level	326	9%

Source: ACS 2011 B17012

The needs of the single, employed parent typically include housing that requires minimal maintenance and is located near employment, schools, transit, shopping, and day care. To address the housing needs of single-parent-headed households, the Housing Element provides for expansion of existing affordability programs, such as rent subsidies, and sets forth several new programs, including supporting affordable housing development to increase the supply.

#### Families and Persons in Need of Emergency Shelter

There are many social, economic, and physical conditions that have led to an overall increase in the homeless populations throughout the State of California. Factors contributing to the rise in homelessness include the general lack of housing affordable to low, very low, and extremely low-income persons, increases in the number of persons whose incomes fall below the poverty level, reductions in public subsidies to lower-income persons, and the deinstitutionalization of persons with mental illness. The County's Health and Human Services estimates that approximately 100-people in Inyo County are homeless. Many of these people are living out of their cars and/or stay with family and friends on a short term basis, constantly moving from one to another.

Inyo County has a transitional housing program (THP+) that serves foster or group home children when they reach age 18. The County helps these populations find an apartment, helps with financial support, and assists with searching for employment. The County does not have a homeless shelter, but assists homeless in finding temporary shelter, long-term housing, and services. For example, the County has assisted several homeless men in Lone Pine to use existing resources (SSI) plus leveraged funds to locate inexpensive housing. For homeless families, County Child Protective Services will rent a hotel room for one night; then, County Social Services will pay for a longer-term temporary hotel rooms and assist with finding long-term housing and obtaining services. The least expensive rents in the Bishop area are \$ \$500 to \$600 per month. There is also a hostel in Lone Pine that is relatively inexpensive.

The County operates two Wellness Centers one on Short Street in Bishop and one on Washington Street in Lone Pine. These are operated with Prop. 63 funds (1-percent tax on wealthy for mental health). The centers provide case management services and provide a place for anyone who needs a free shower, coffee, meals, a safe place to be, referrals, bilingual services, and activities. If no temporary shelter can be found, the centers will provide a free sleeping bag and tent. The centers do not advertise their services and instead depend on referrals from the County's Social Services and



Mental Health divisions, the Salvation Army, and Inyo Mono Advocates for Community Action (IMACA). Wellness Center staff also regularly search for people in need, especially during the summer months when there are more homeless in the area.

See the Governmental Constraints section of this Housing Element for more discussion on housing for persons in need of emergency shelter and transitional housing services.

**Farmworkers**

According to the 2007 USDA Census of Agriculture as shown in Tables 25 and 26, there were approximately 202 farmworkers in Inyo County, 53-percent of which are seasonal workers (i.e., less than 150 days). The housing needs of farmworkers do not represent a large portion of the County’s housing needs and can be addressed through existing programs to identify lands and assist in the development of housing for low and moderate-income households.

**Table 25  
Number of Farmworkers (2007) – Inyo County**

<b>Hired Farm Labor</b>	
Farms	32
Workers	202
<b>Farms with 10 Workers or More</b>	
Farms	3
Workers	135

*Source: USDA 2007 Census of Farmworkers*

**Table 26  
Farmworkers by Days Worked (2007) – Inyo County**

<b>150 Days or More</b>		
	Farms	20
	Workers	95
<b>Farms with 10 or More Workers</b>		
	Farms	1
	Workers	Not Available



Fewer than 150 Days (Seasonal)		
	Farms	22
	Workers	107
Farms with 10 or More Workers		
	Farms	3
	Workers	Not Available

*Source: USDA 2007 Census of Farmworkers*

The 2004 update of the Inyo County Zoning Code included amendments that ensured the County is in compliance with Health and Safety Code Sections 17021.5 and 17021.6, the Employee Housing Act, to facilitate the provision of employee housing, including farmworkers.

**UNITS AT RISK OF CONVERTING TO MARKET-RATE USES**

In the previous updates to the Housing Element, the County conducted an inventory of affordable housing units available to low-income households. The inventory included all low-income housing units in Inyo County that were at risk of converting to market-rate housing units between July 1, 1992, and December 1, 2003. The inventory included all multi-family rental units assisted under federal, state, and/or local programs, including HUD programs, state and local bond programs, redevelopment programs, local in-lieu fees, and inclusionary, density bonus, or direct assistance programs. The inventory covered all units that are eligible to change to non-low-income housing units due to termination of subsidy contract, mortgage pre-payment, or expiring use restrictions. The inventory was compiled by interviews with County staff and IMACA, and review of “Inventory of Federally Subsidized Low-Income Rental Units at Risk of Conversion” (California Housing Partnership Corporation) and “The Use of Housing Revenue Bond Proceeds – 1990” (California Debt Advisory Commission).

The inventory indicated that Inyo County had only one assisted housing project in its jurisdiction, the Mt. Whitney Apartments. It is a 33-unit housing project developed with funds from the Farmers Home Administration Section 515 Rental Housing Program. The project was constructed in 1987 and is owned by the Lone Pine Economic Development Corporation (LPEDC). Given its nonprofit ownership and operation, it has been determined that the project is not at risk of converting to market-rate housing. This has not changed since the 2009 update as no new assisted housing projects have been built since.

**CHAPTER THREE: RESOURCES AND CONSTRAINTS**

**REGIONAL HOUSING NEED**

A Regional Housing Needs Allocation Plan is required pursuant to Section 65584 of Article 10.6 of California Housing Element law. The housing need is the minimum number of units needed to



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serve the county's own projected household population and to accommodate a normal vacancy rate and the expected loss of housing stock.

As shown below in Table 27, Inyo County has a projected housing unit need of 160 total units based on household growth expected between 2014 and 2019, with at least 37-percent of these units targeted toward lower-income households. The County was originally allocated 35-units for very low-income households but approximately half of those are presumed to be for extremely low-income households (in accordance with AB 2634, which requires the County to document their projected extremely low-income housing need). Note that in past Housing Element cycles, the County has not experienced the forecasted population increase and therefore the projected housing need has not been realized, and the County does not anticipate it will be met in the 2014-2019 cycle.

**Table 27**  
**Regional Housing Needs (2014 to 2019) – Unincorporated Inyo County**

Income Group	Number	Percentage
Extremely Low	18	11%
Very Low	17	10%
Low	25	16%
Moderate	28	18%
Above Moderate	72	45%
<b>Total</b>	<b>160</b>	<b>100%</b>

*Source: Regional Housing Need Plan, 2014-2019, HCD*

The Regional Housing Needs Allocation (RHNA) period begins approximately six months prior to the Housing Element due date. For this cycle, the RHNA period started on was January 1, 2014, so all units built or permitted between that date and the present day can be credited toward the County's RHNA. For a credit to apply to an extremely low, very low, low, or moderate-income allocation, it must have a deed restriction or otherwise documented sales price or rental rate that falls within the affordable range for those income groups.

Development in general has been slow throughout the state, and the county has been no exception. As shown in Table 28, the County has issued no building permits since January 1, 2014. Therefore, there has been no RHNA progress in Inyo County so far.



**Table 28**  
**Progress Toward Regional Housing Needs (2014 to 2019)**

Income Group	RHNA 2007–2014	Units Built Since 2014	Remaining RHNA 2014–2019
Extremely Low	18	0	18
Very Low	17	0	17
Low	25	0	25
Moderate	28	0	28
Above Moderate	72	0	72
<b>Total</b>	<b>160</b>	<b>0</b>	<b>160</b>

*Source: Regional Housing Need Plan, 2014–2019; County of Inyo Planning Department*

**LAND INVENTORY**

Since 1970, Inyo County and the Los Angeles Department of Water and Power (DWP) have been in litigation over the construction of a second aqueduct and associated groundwater pumping and water export. In 1989, the Inyo County Board of Supervisors and Los Angeles City Council gave tentative approval to a groundwater management agreement. An environmental impact report (EIR) was prepared by the two parties to address the impacts of the second aqueduct and the agreement. One of the mitigation measures identified in both the tentative agreement and the EIR was the need to release Department-owned lands in the Owens Valley to lessen the impacts of DWP land ownership patterns on the orderly growth of the county and affordability of housing.

The final agreement provides for the release of 75-acres of land in the county adjacent to communities with access to water and sewer systems. A majority of the properties selected are currently zoned for residential development and were given General Plan designations appropriate for residential development. The identified parcels are in or adjacent to the communities of Lone Pine, Big Pine, and Bishop. The County and the City of Los Angeles Department of Water and Power are continually cooperating to schedule land for release, and it is anticipated that additional land may become available for residential development within the Housing Element planning period (2014–2019). Some of this land is included in the vacant land inventory below.

The LADWP also owns properties, many located along the main streets of Inyo County towns that could be considered for sale. Many of these properties include buildings that have or could have small businesses located in them. There are also properties owned by the LADWP with single family homes that could also be sold into private ownership.

For the 2009 update staff included a list of several pending applications for residential development, including approximately 469 acres of residentially designated land. This section of the Housing Element evaluates the potential residential development that is likely to occur in Inyo County under the current General Plan and Zoning Code. It also includes the site summaries from 2009 with an



update to their status, and Table 29 below provide descriptions of vacant land considered through the DWP land release program. Table 29 also quantifies the number and type of dwellings that can be constructed on each site and identifies each by zoning district, General Plan designation, size, maximum unit capacity, realistic capacity, and availability of infrastructure.

Most of the sites contained in Table 29 are currently completely vacant; however, a few have existing structures, which is noted in the table. These existing structures do not affect the potential for the remaining land to be developed. A vacant land inventory was conducted to identify residentially zoned properties that are available for residential development. County Assessor Parcel Maps were reviewed by County staff to determine the precise development potential of residential lots. The following discussion describes those areas in the county with significant remaining development potential.

### **Analysis of Suitability: Physical and Environmental**

There are many physical and environmental attributes of land in Inyo County that can impede development. There are potential physical and environmental constraints to consider that can inhibit development on vacant and underutilized sites.

*Physical Attributes* – A majority of vacant parcels in Inyo County have development limitations based on their proximity to existing infrastructure. Most of the undeveloped private land in the county is located in remote or rural communities that do not have water and sewer systems. Of the first 10 sites listed in Table 29, all have adequate water and wastewater system infrastructure or plans in place to provide these services. For the DWP land release parcels (sites 11–15) sewer and wastewater infrastructure is available in the vicinity.

One property (site 4) lies within an Avalanche Hazard zone. This is reflected in the lower number of realistic units in relation to the maximum allowed by zoning.

*Environmental Attributes* – Several of the identified properties have environmental attributes that affect the developable area of the parcels. Wetlands and the presence of endangered species are the most common. These physical attributes do not prohibit development but rather restrict development and increase development costs. The capacity projections for these sites in the land inventory reflect this environmental constraint.

The County of Inyo does not have any Williamson Act properties but does have several large tracts of agricultural land. These lands are not included in the land inventory identifying potential residential development.

### **Availability of Infrastructure to Identified Lands**

Many communities in Inyo County are not served by water or sewer services primarily due to the expense of creating new systems to serve outlying rural areas. Infrastructure constraints confronting individual communities are considered in the “Infrastructure Constraints” section of the Housing Element.



The Residential Site Inventory only evaluates those lands that are sufficiently served by existing infrastructure or can be easily connected to sewer and water systems, or will have an individual water well and a septic or leach system installed at the time of development.

*See also Non-Governmental Constraints.*

### Analysis of Realistic Capacity

**Site 1 – Bishop/Summit** – This project was located in the Starlite Subdivision near Bishop. The General Plan designation of this parcel is Residential Very Low (RVL) and allows up to 2 dwelling units per acre. This parcel is zoned Rural Residential with a minimum lot size of .5 acre and the project proposed 48-lots that were expected to be priced above (affordable to above moderate-income households). Adequate sewer and water is available to this parcel. This development proposal was abandoned, the capacity, however is still available

**Site 2 – Whitney Portal** – Located west of Lone Pine, this parcel is designated Rural Residential Medium and zoned Rural Residential with a minimum lot size of 2.5 acres. The proposal contains 27 lots that will be priced affordable to above moderate-income households. Adequate sewer and water is available to this parcel. This parcel has been subdivided and the capacity is still available.

**Site 3 – Pine Creek** – Located northwest of Bishop, this project was intended to contain a variety of housing types in its proposal including Phase III, 47 manufactured homes on 12.3 acres zoned R-3 that were intended to be priced affordable to moderate. There were also 28 “patio homes” on 6.4 acres on R-3 zoned land priced at the above moderate range that are planned. Additionally, there is approximately 83 acres of RR-10 zoned land, which require a minimum lot of 10 acres. There were between 8 and 10 above moderately priced lots planned for this lot. Adequate sewer and water is available or planned to this parcel. This project is currently ‘on hold’, but the capacity of the site is unchanged

**Site 4 – Hinds** – This 70-acre site is located 8 miles west of Big Pine. It is designated and zoned commercial recreation and rural residential, the proposal was to subdivide the parcel into four lots. Three of the lots will total 50.33 acres of Residential Estate/Rural Residential 5 land. Even though the theoretical capacity based on zoning would be approximately 10 dwelling units, the proposal is for 3 units. There is also an existing summer cabin on the parcel. A Snow Avalanche Hazard Overlay zone applies to portions of the site. This parcel has been subdivided and the capacity is still available.

**Site 5 – Delaney** – This proposal was to subdivide a 3-acre property near Wilkerson into 1.73 and 1.27 acres (total of .41 will be offered for dedication to the County for roadways) for a total of 2.59 net acres. The General Plan designation is Residential Rural High and the property is zoned RMH-1.0 for a minimum lot size of 1 unit per acre. The project will have individual wells and septic systems. This parcel has not been subdivided, but the capacity is still available.

**Site 6 – Dosch** – This proposal was to subdivide a 1.18-acre parcel in the Starlite Subdivision into two separate parcels of .58 acre and .60 acre. The parcel has a General Plan designation of Residential Very Low and is zoned Rural Residential 5. This parcel has been subdivided and the capacity is still available.



**Site 7 – Sorrells** – This project proposal, located in Chicago Valley, contains a total of 160 acres of OS-40 zoned land, which has a potential for 1 unit per 40 acres as currently zoned. This will allow for up to a maximum of 4 units total. This project is ‘on hold’, but the capacity still remains.

**Site 8 – Barlow** – The 2009 evaluations included the proposed 16-units for these parcels, which are designated as Residential Low and zoned R-1-10,000. The project ended up being changed from a tentative parcel map to a lot line adjustment, therefore no additional parcels or potential for the 16-units is still viable and this site will be removed from the potential capacity.

**Site 9 – Wells/Harboldt** – This project was for the subdivision of a 40-acre property located in the Starlite Subdivision near Bishop, which currently contains one recently constructed home into four parcels: two at approximately 5 acres each (5.0–Parcel 1 and 5.10–Parcel 3) and two at approximately 15 acres each (15.0–Parcel 4 and 15.3 –Parcel 2). The home that was already completed (on Parcel 2) took approximately .1 acre and left 15.2 net acres on that lot. Water and wastewater services are available. This capacity remains.

**Site 10 – The Arbors** – This project was for a 22-unit detached condo project in North Bishop on 2 acres, proposed on a parcel designated Residential Medium-High and Retail Commercial and zoned R-3 2.0, which allows 15 units per acre. Water and wastewater services are available. This project was started, but is currently ‘on hold’. This capacity remains.

**Site 11 – DWP Land Release** – This parcel, located east of Bishop, is zoned R-3 with a General Plan designation of Residential Medium-High permitting a density range of 7.6 to 15. Development to the west is generally single-family, with adjacent development only on the north and southwest. Directly west is parkland and to the east is open space. A mixed income development, with a few multi-family developments, single-family units, second units, and mobile homes, an average density of 10 dwelling units (du) per acre seems appropriate. As the parcel is adjacent to the City of Bishop, water and wastewater services are available in the vicinity. This capacity remains.

**Site 12 – DWP Land Release** – Located east of Lone Pine and zoned RMH-5,800 and designation Residential Medium, this parcel’s permitted density is between 4.6 and 7.5. Development to the west, north, and south is predominantly single-family. No development is adjacent to the east. Given the minimum parcel size, single-family zoning, and surrounding development, it is reasonable to assume that a relatively low density mix of single-family homes and mobile homes will be developed, at an average density of 5 dwelling units per acre. As the parcel is adjacent to the community of Lone Pine, water and wastewater services are available nearby. This capacity remains.

**Site 13 – DWP Land Release** – Located east of Big Pine, this parcel is designated for Residential Medium-High and zoned R-2-6,500MH (Mobile Home Overlay). Its permitted density ranges from 7.6 to 15. No development lies to the north or east, with single-family homes lying to the south and west. However, the parcel is relatively near Main Street and may be appropriate for higher density. The zoning permits single-family and duplexes, so with a mix of these types, an average of 8-units per acre is reasonable. As the parcel is adjacent to the community of Big Pine, water and wastewater services are readily available. This capacity remains.

**Site 14 – DWP Land Release** – This parcel is located east of Big Pine and designated Residential High and zoned R-3-1.0 (minimum 1 acre lots). Its permitted density ranges from 15.1 to 24. No



development lies to the north, south, or east, and single-family homes lie to the west. Although the zoning permits multi-family, it is unlikely that it will be developed at the higher end of the permitted density range given the neighborhood. A relatively small apartment complex is an appropriate assumption and 12 dwelling units per acre is a likely density. As the parcel is adjacent to the community of Big Pine, water and wastewater services are available nearby. This capacity remains.

Table 29 below provides a site-by-site inventory of the primarily vacant land that is currently available to provide sites to meet the County's 2014 RHNA. Table 30 provides a comparison of the County's remaining RHNA with the capacity provided by the sites in Table 29. The capacity for the following sites is considered a reasonable estimate based on General Plan designation, zoning, surrounding uses, the parcel's location within the County, and general development trends as understood by County staff.

These sites were identified during the 2009 update, as was the comparison of RHNA to capacity. In 2009 the County's RHNA was a total of 435 units; in 2014 it is 160. During the years between 2009 and 2014 California, like the rest of the US, experienced a real estate crisis and with it a glut of housing foreclosures and empty units. In response to this the HCD lowered the RHNA numbers for all jurisdictions. In Inyo County, from 2009 through 2013 there were a total of 16 single family homes built and 22 mobile home placements, for an average of 7.5 units per year. None of these occurred on sites included in the inventory and therefore do not significantly affect the projected numbers from the site inventory. With only the elimination of the Barlow site's 16 units the overall site inventory has not changed significantly, and coupled with the lower number in the County's 2014 RHNA, there is now a surplus of sites identified to meet the 2014 RHNA.



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**Table 29  
Vacant Land Inventory – Unincorporated Inyo County  
(SEE MAP IN APPENDIX B)**

Site number	APN	Project Name	GP Designation	Zoning	Allowable Density	Acres	Maximum Unit Potential	Realistic/Actual Capacity	Existing Use	Infrastructure Present/On-site Constraints
1	01228002, 01228005, 01228006, 01224006	Bishop/Summit	RVL	RR0.5- Stadlite	2	28.72	57.44	48	Vacant	Yes
2	02327011 and 02327010	Whitney Portal	RRM	RR2.5	0.4	74.15	29.66	27	Vacant	Yes
3	00912019	Hooper/Pine Creek Village	RM	R-3	7.5	18.7	140.25	75	Vacant	Water present; wastewater service needs upgrades. Process to determine degree of need in progress and will be resolved well before end of planning period.
	00912021		RR	RR-10MH	0.1	84.8	8.48	8	Vacant	Water present; wastewater service needs upgrades. Process to determine degree of need in progress and will be resolved well before end of planning period.



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Site number	APN	Project Name	GP Designation	Zoning	Allowable Density	Acres	Maximum Unit Potential	Realistic/Actual Capacity	Existing Use	Infrastructure Present/On-site Constraints
4	01828025	Hinds	RE	RR5	0.2	50.28	10.066	3	Summer cabin, various outbuildings on western portion	Water and septic available but in Avalanche Hazard zone.
5	01318002	Delaney	RRH	RMH-1.0	1	2.59	2.59	2	Vacant	Yes, individual wells and septic systems
6	01221021	Dosch	RVL	RR0.5-Starlite	2	1.2	2.4	1	Vacant	Yes
7	046-100-02	Sorrells	OSR	OS-40	0.025	160	4	3	Vacant	Yes, provided with wells and septic systems
8	01228001	Wells/Harboldt	RVL	RR0.5-Starlite	2	40	80	3	One home under construction - subdivided into four parcels total	Yes
9	01030125	The Arbors	RMH	R-3-2.0	15	2	30	22	Vacant	Yes
10	00801031	DWP Land Release (East Bishop)	RMH	R-3	15	13	195	130	Vacant	Yes, near existing communities
11	02606024	DWP Land Release (East Lone Pine)	RM	RMH 5,800	7.5	13	97.5	65	Vacant	Yes near existing communities



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Site number	APN	Project Name	GP Designation	Zoning	Allowable Density	Acres	Maximum Unit Potential	Realistic/Actual Capacity	Existing Use	Infrastructure Present/On-site Constraints
12	00315101	DWP Land Release (East Big Pine)	RMH	R2-6,500MH	15	1.75	26.25	14	Vacant	Yes near existing communities
13	00316301	DWP Land Release (East Big Pine)	RH	R-3-1.0	24	1.5	36	18	Vacant	Yes near existing communities



Numerous small parcels are scattered around the county in developed areas that can accommodate new or additional residential development, including in the Central Business Zoning District in Lone Pine, Independence, Big Pine, and Keeler. The County also has approved a zone text amendment that will permit mixed-use and multiple dwellings in the remaining commercial zoning districts. In addition, the County owns property that may be appropriate for future residential development, including several parcels in the vicinity of Bishop and Big Pine. Communities in southern and southeastern Inyo County, such as Darwin, Cartago, Olancho, Tecopa, Shoshone, Sandy Valley, and Charleston View, include vacant parcels with residential zoning, and limited development of residences in these areas can be anticipated as well. Although not included in the land inventory, these areas provide for additional residential development opportunities throughout the planning period.

Table 30 below provides a summary of the County's RHNA needs and the units provided to meet the remaining allocations in the land inventory from Table 29 above. Table 30 shows that based on the reasonable estimates of realistic capacity that were developed by the County, there is a surplus of sites to fulfill the RHNA in surplus.

**Table 30**  
**RHNA and Vacant Land Summary**

Income Level	Remaining RHNA Need <sup>1</sup>	Unit Provided by Land Inventory	Shortfall/Surplus
Extremely Low	18	190 <sup>1</sup>	+130
Very Low	17		
Low	25		
Moderate	28	84 <sup>2</sup>	+56
Above Moderate	72	145 <sup>3</sup>	+73
<b>Total</b>	<b>160</b>	<b>419</b>	<b>+259</b>

<sup>1</sup> The DWP sites are appropriately zoned to allow for medium and higher density development to meet the extremely low-, very low-, and low-income allocations.

<sup>2</sup> Approximately 37 units from DWP lands and 47 manufactured homes from the Pine Creek proposal

<sup>3</sup> The remainder of the sites from the proposed projects (sites 1-10).

## OTHER HOUSING RESOURCES

### **Bishop Tribe Housing Department**

Local Native American tribes provide housing services, including programs for construction and rehabilitation of residences, relocation assistance, and emergency housing. Although units produced pursuant to these programs on tribal lands cannot be counted toward the RHNA, the programs



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provide important resources for housing production and support for affordable and emergency housing in Inyo County.

### ANALYSIS OF GOVERNMENTAL CONSTRAINTS

Housing affordability is affected by factors in both the private and public sectors. Actions by the County can have an impact on the price and availability of housing in Inyo County. Land use controls, site improvement requirements, building codes, fees, and other local programs intended to improve the overall quality of housing may serve as a constraint to housing development.

#### **Land Use Controls**

Land use and zoning regulations are designed to protect and promote the health, safety, and general welfare of residents as well as implement the policies of the General Plan. The Zoning Ordinance also serves to preserve the character and integrity of existing neighborhoods.

The Land Use Element of the Inyo County General Plan and corresponding zoning provide for a full range of residential types and densities dispersed throughout the county. Residential densities in Inyo County provide for a wide range of development from Residential High (RH), which has a minimum density requirement of 15.1 dwelling units per acre and a maximum of 24-dwelling units per acre and its corresponding zoning districts for multiple residential, to larger lot 1-acre minimum rural residential designations.

The Zoning Ordinance contains six residential districts that correspond to the residential densities established in the General Plan, plus the Mobilehome Overlay Zone (MH). The MH Overlay Zone enables the County to review mobile home placements for building code standards and some aesthetic requirements such as skirts. Further description of each zone can be found in Table 31 below.



**Table 31**  
**Land Use Designations**

Land Use Designation	Description
Rural Residential (RR)	Intended to protect established neighborhoods of one-family dwellings and to provide space in suitable locations for additional development of this kind, with appropriate community facilities.
Starlite Estates Zone (RR-0.5)	Provides suitable areas and appropriate environment for low density, single-family rural residential uses, where certain agricultural activities can be successfully maintained in conjunction with residential uses. The RR (rural residential) 0.5 acre-Starlite Estates zone is intended to be applied to the area known as Starlite Estates and adjoining private lands which may be without fully developed services.
One Family Residence (R-1)/RMH	Intended to protect established neighborhoods of one-family dwellings and to provide space in suitable locations for additional development of this kind, with appropriate community facilities.
Multiple Residential (R-2)	Intended to protect established neighborhoods of such dwellings and to provide space suitable in appropriate locations for additional housing developments of duplexes.
Multiple Residential (R-3)	Provides a zone classification for those areas designated for multiple residential development beyond that permitted by the R-2 zoning district. It is intended to provide locations for multiple-housing developments such as apartments, townhouses, condominiums and mobile home parks.
Mobilehome Overlay Zone (MH)	Provides flexibility as to the use of mobile homes as a single-family residential dwelling in various areas of Inyo County. The MH overlay zone is intended to enable the County to selectively permit mobile homes depending on circumstances and the character of existing development, and planning studies indicating the appropriate type of mobile home use in various areas of Inyo County. The MH overlay zone is expected to be applied in the rural communities, special service centers, and other residential areas of Inyo County.

Source: Inyo County Code, 2009



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Tables 32 and 33 below show the development standards for each residential land use and zoning designation. Residential densities range from less than 1 dwelling unit per acre in the Residential Ranch, Residential Estate, and Rural Residential designations to between 15.1 and 24 units per acre in the Residential High designation. The maximum height limit for residential units in the R-2 and R-3 zones under the Residential Medium High and Residential High designations allows up to 3 stories or 40 feet, which is appropriate for population centers where higher density development is encouraged in a rural area such as Inyo County. Parking standards for single-family require two off-street parking spaces per unit. The requirements are appropriate for a rural county and are considered vital to preserving the county's character. Therefore, considering the variety of land use and zoning designations provided by the County's General Plan and Zoning Ordinance, the development standards displayed in the following two tables do not constrain housing development.



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**Table 32  
General Plan Land Use Designations for Residential and Commercial Uses**

Land Use Designation	General Plan				Zoning			Minimum Lot Size
	Label	Residential Density (du/acre)	Non-residential Intensity (FAR)	Minimum Parcel Size (Acre)	District	Label		
<b>Residential</b>								
Residential High	RH	15.1-24.0	N/A	N/A	Multiple Residential	R-3		10,000 sq. ft.
Residential Medium-High	RMH	7.6-15	N/A	N/A	Multiple Residential	R-2		6,500 sq. ft.
					Multiple Residential	R-3		10,000 sq. ft.
Residential Medium	RM	4.6-7.5	N/A	N/A	Single Residential or Mobilehome Combined	RMH		Varies (5,800 sq. ft. typical)
					One Family	R-1		1 acre
					Single Residential or Mobilehome Combined	RMH		Varies (5,800 sq. ft. typical)
Residential Low	RL	2.0-4.5	N/A	N/A	Misc.	Misc.		Misc.
					One Family	R-1		1 acre
Residential Very Low	RVL	2.0	N/A	0.5	Single Residential or Mobilehome Combined	RMH		Varies
					Misc.	Misc.		Misc.
					One Family	R-1		None
					Single Residential or Mobilehome Combined	RMH		Varies
					Starlite Estates	RR-0.5 Starlite		0.5 acre



**HOUSING ELEMENT**

General Plan				Zoning			
Land Use Designation	Label	Residential Density (du/acre)	Non-residential Intensity (FAR)	Minimum Parcel Size (Acre)	District	Label	Minimum Lot Size
Residential Rural High	RRH	1.0	N/A	1.0	Rural Residential	RR	1 acre
					One Family	R-1	1 acre
					Single Residential or Mobilehome Combined	RMH	Varies
					Misc.	Misc.	Misc.
Rural Residential Medium	RRM	0.4	N/A	2.5	Rural Residential	RR	1 acre
Residential Estate	RE	0.2	N/A	5	Rural Residential	RR	1 acre
Residential Ranch	RR	0.1	N/A	10	Rural Residential	RR	1 acre
<b>Commercial</b>							
Central Business District	CBD	7.6-24.0	1.00	N/A	Central Business	CB	10,000 sq. ft.
Retail Commercial	RC	7.6-24.0	0.40	N/A	General Commercial and Retail	C-1	10,000 sq. ft.
					Highway Services and Tourist Commercial	C-2	10,000 sq. ft.
					Misc.	Misc.	Misc.
Heavy Commercial/Commercial Service	HC	7.6-24.0	0.40	N/A	Heavy Commercial	C-4	10,000 sq. ft.
					Open Space	OS	40 acres
Resort/Recreational	REC	0.4-24.0	0.40	2.5	Commercial Recreation	C-5	5.0 acres
					Misc.	Misc.	Misc.
					Misc.	Misc.	Misc.
					Misc.	Misc.	Misc.

Source: Inyo County Zoning Ordinance and General Plan.



**HOUSING ELEMENT**

**TABLE 33  
ADDITIONAL RESIDENTIAL ZONING DISTRICT DEVELOPMENT STANDARDS**

Development Standard	RR	RR-0.5	R-1	R-2	R-3	RMH
Minimum Lot Width	125 ft	100 ft	50 ft	50 ft	75 ft	50 ft
Front Yard Setback	50 ft	25 ft	25 ft	25 ft	15 ft <sup>3</sup>	25 ft
Interior Side Yard Setback <sup>2</sup>	20 ft	5 ft	5 ft	5 ft	5 ft <sup>1</sup>	5 ft
Street Side Yard Setback <sup>2</sup>	20 ft	5 ft	5 ft	5 ft	5 ft <sup>1</sup>	5 ft
Rear Yard Setback <sup>2</sup>	30 ft	25 ft	20 ft	20 ft	15 ft	20 ft
Maximum Building Height of Primary Structures <sup>1</sup>	2.5 stories	2.5 stories	2.5 stories	3 stories (or 40 ft)	3 stories (or 40 ft)	2.5 stories
Parking	2 sp/du	2 sp/du	2 sp/du	2 sp/du	2 sp/du; 1 guest sp/4 du	2 sp/du

Source: Inyo County Code, 2009; Land Use Element of General Plan

<sup>1</sup> 5 feet for one-story. An additional 5 feet per story is required for multi-story projects.

<sup>2</sup> Accessory structures (other than second dwelling units) may encroach into required side and rear yards in the rear half of the property, provided that at least a 5-foot setback from the property line is maintained. In the R-3 zone, no rear yard setback is required. In the RMH zone, primary structure encroachments may be permitted into the rear yard under specified circumstances.

<sup>3</sup> Exceptions apply.



### Provision for a Variety of Housing Types

The Housing Element must identify adequate sites that are available for the development of housing types for all economic segments of the population. Part of this identification is evaluating the County's Zoning Code and its provision for a variety of housing types. Housing types include single-family dwellings, duplexes, guest dwellings, mobile homes, group residential homes, multiple unit dwellings, convalescent homes, accessory structures, supportive housing, and single-room occupancy units. Table 34 below summarizes the housing types permitted, conditionally permitted, and prohibited under the County's Zoning Code.

The Zoning Ordinance permits residential development in the county's non-CB commercial districts as an accessory use. In the CB zone, multi-family uses are conditionally permitted and mixed-use is permitted by right. A single dwelling unit is allowed in the commercial and industrial zones as an accessory use if occupied by the owner, lessee, caretaker, or watchman of the business. Mobile home parks are also permitted in the C-5 zone. The County has approved an ordinance to conditionally permit multiple dwellings and mixed uses in the remaining non-CB commercial zones.

**Table 34**  
**Housing Types Permitted by Zoning District**

Housing Types	RR	RR-0.5	R1/RMH	R-2	R-3	C-1	C-2	C-3	C-4	C-5	CB
Single-Family Attached	P	P	P	P	P	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>3</sup>	C <sup>1</sup>
Single-Family Detached	P	P	P	P	P	P <sup>2</sup>	C <sup>1</sup>				
Duplexes	NP	NP	NP	P	P	C	C	C	C	C	C
3 & 4-plexes	NP	NP	NP	NP	P	C	C	C	C	C	C
Multi-family (< 15 units)	NP	NP	NP	NP	P	C	C	C	C	C	C
Multi-family (>15 units)	NP	NP	NP	NP	C	C	C	C	C	C	C
Mobile Homes	P	P	P	P	P	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>3</sup>	C <sup>1</sup>
Manufactured Homes	P	P	P	P	P	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>3</sup>	C <sup>1</sup>
Second Units <sup>4</sup>	C	C	C	C	P	NP	NP	NP	NP	NP	NP
Emergency Shelters	NP	NP	NP	NP	NP	NP	P	NP	NP	NP	NP
Single-Room Occupancy (SRO)	NP	NP	NP	NP	NP	P	P	P	NP	NP	P



Housing Types	RR	RR-0.5	R1/RMH	R-2	R-3	C-1	C-2	C-3	C-4	C-5	CB
Transitional Housing/ Supportive Housing/ Group Homes	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Boardinghouse	NP	NP	NP	C	NP	NP	NP	NP	NP	NP	NP
Mobilehome Park	NP	NP	NP	C	C	NP	NP	NP	NP	NP	NP
Residential Care Facility	P	P	P	P	P	NP	NP	NP	NP	NP	NP

Source: Inyo County Zoning Code, 2014 updates

P = Permitted Use

C = Conditional Use

A = Accessory Use

NP = Not permitted

P\* = Transitional housing and supportive housing are permitted in the same manner as other residential dwellings of the same type in the same zone (Government Code Section 65583(a)(5)). <sup>1</sup> Conditionally allowed when: A detached residential dwelling unit, if it is for occupancy by the owner or lessee of the business premises on the same parcel, or by a caretaker or watchman.

<sup>2</sup> A dwelling unit within a business building may be qualified as an accessory use if it is for occupancy by the owner or lessee of business premises therein, or by a caretaker or watchman, provided that a minimum fifty percent of the usable floor area is being utilized for the principal permitted use.

<sup>3</sup> As an accessory use: dwellings of persons regularly employed on the premises for commercial recreational activities. Mobile homes may be used for this purpose.

<sup>4</sup> Although the Zoning Code conditionally permits second units in residential zones, the County does not enforce the CUP requirement.

### Density Bonus Overlay Zoning District

The State enacted significant changes to the density bonus law, which allows developers to build residential projects at greater densities than the General Plan allows if such projects include low- and moderate-income housing units. Based on the recommendations of the (1) 2004 Housing Element Update, (2) 2005 Eastern Sierra Housing Assessment, and (3) Inyo County Housing Task Force, Inyo County’s Density Bonus Overlay Zone District (Inyo County Code Chapter 18.65) was amended accordingly in 2007. Some of the most basic differences between the County’s previous density bonus provisions and the updated version include the following:

- The new ordinance allows for densities up to 35-percent above regular zoning, while the previous ordinance allowed for densities only up to 25-percent above regular zoning.
- The new ordinance is more “stepped” in its approach to density calculations than the existing ordinance, allowing a greater range of density possibilities.
- The new ordinance also allows developers increased densities in exchange for donated land to the County, rather than requiring them to actually construct



## HOUSING ELEMENT

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affordable housing units as part of a development. The donated land would be used for affordable housing.

- The new ordinance allows increased densities if child care facilities are constructed as part of a development.
- The new ordinance requires that the affordable units shall “be reasonably dispersed throughout the development” and shall be comparable in number of bedrooms and exterior appearance to the other units in the proposed development.

### Central Business Zoning District

The County’s General Plan update, which was adopted in 2001, included provisions to allow for mixed and residential uses in commercially designated areas. Subsequently, the County implemented the General Plan’s direction to permit such uses in the Central Business (CB) District land use designation. This action instituted a new CB zoning district in the hearts of Big Pine, Independence, Lone Pine, and Keeler that conditionally permits multiple dwellings and permits mixed uses by right. The ordinance creating the new CB zoning district regulations and amending the County’s zoning maps accordingly was adopted in early 2007, and it is current.

### Multiple Dwellings and Mixed Uses in Commercial Zoning Districts

The County’s General Plan and Zoning Code have been updated to include provisions to allow for mixed and residential uses in commercially designated areas.

### **Constraints to Housing for Persons with Disabilities (Community Care Facilities Act SB 520)**

Inyo County recently updated its Zoning Code with a process for individuals with disabilities to make requests for reasonable accommodation with respect to zoning, permit processing, or building laws. The Planning Director may administratively approve requests for modification to certain standards with regard to reasonable accommodation. The County Building and Safety Division is also responsible for ensuring that all building permit applications for new construction meet the requirements of the Americans with Disabilities Act (ADA) and the California Disabled Accessibility Guidebook (CalDAG). Additionally, any permits for renovation or structure modification require that the structure be brought into conformance with ADA and CalDAG.

### **Senate Bill 812 (Persons with Disabilities)**

In January 2011, California housing element was amended by SB 812. This new law requires an analysis of the special housing needs of persons with disabilities, including an estimate of the number of persons with developmental disabilities, an assessment of their housing needs, and discussion of potential resources. SB 812 defines a "developmental disability" as a continuing disability that originates before an individual becomes 18 years old, and includes Mental Retardation, Cerebral Palsy, Epilepsy, and Autism.



The Housing Element contains Policy 6.2 - Reasonable Accommodation that ensures the availability of reasonable accommodations for persons with disabilities to make modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities in an effort to eliminate barriers to equal opportunity to housing of their choice. The County has also updated its Zoning Code to address reasonable accommodation.

### Zoning and Land Use

In effort to remove any zoning or land use regulations that may inhibit the development of housing and facilities for disabled persons the County update its Zoning Code with language addressing reasonable accommodation. Also, the 2004 update of the Zoning Code reviewed and modified the County's policies to ensure compliance with fair housing law, including occupancy standards. These are still relevant in this 2014 update.

The Zoning Code does not provide residential parking standards for persons with disabilities that differ from the County's regulated parking standards. However, exceptions to the parking requirements may be granted in conjunction with any discretionary development permit, including a reduction in parking requirements for special needs housing.

Inyo County has made efforts to remove constraints on housing for persons with disabilities by providing flexibility as to the location of group homes, adult day care homes, and residential care homes and facilities. Residential care facilities for 6 persons or less must be permitted without discretionary review in all residential zones. In an effort to ensure compliance with SB 520, the County has updated the Zoning Code to allow residential care facilities for 6 or fewer persons by right in all residential zones.

### Permits and Processing

The County strives to remove any permitting and processing barriers for persons with disabilities by ensuring that requests to retrofit homes for accessibility comply with ADA and CalDAG, and meet all of the development and building standards in Title 24.

### Building Codes

The County uses the Uniform Building Code as its local building code as mandated by the State Attorney General. The County has not made amendments to this code that might diminish the ability to accommodate persons with disabilities.

The county had over 1,741 residents living with a disability according to the 2012 American Community Survey and 74 with Developmental Disabilities per the HCD data. To better accommodate the needs of this population and provide for persons with disabilities seeking fair access to housing in the application of its zoning and building regulations, the County has incorporated a reasonable accommodations ordinance into the Zoning Code per Program 6.2.1. This ordinance will provide a means of requesting exceptions to the zoning and building regulations that may be a barrier to fair housing opportunities. Additionally, the County has amended the Zoning Code to allow residential care facilities for 6 or fewer persons in all residential zones as permitted uses (reference Program 5.4.1).



State Requirements Regarding Fire Hazards

Senate Bill 1241 Section 66474.02 was added to the Government Code on September 13, 2012. 66474.02. It requires that before approving a tentative or a parcel map for which a tentative map was not required, the legislative body of a County make three findings regarding areas located in either a state responsibility area or a very high fire hazard severity zone, these findings include:

(1) A finding supported by substantial evidence in the record that the design and location of each lot in the subdivision, and the subdivision as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code.

(2) A finding supported by substantial evidence in the record that structural fire protection and suppression services will be available for the subdivision through any of the following entities:

(A) A county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity.

(B) The Department of Forestry and Fire Protection by contract entered into pursuant to Section 4133, 4142, or 4144 of the Public Resources Code.

(3) A finding that to the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code and any applicable local ordinance.

(b) This section shall not supersede regulations established by the State Board of Forestry and Fire Protection or local ordinances that provide equivalent or more stringent minimum requirements than those contained within this section.

These new requirements have already affected the County's ability to subdivide land, as the findings have proven impossible to meet due to the County's very rural nature and the fact that the Fire Districts in the County are all volunteer organizations. This makes providing additional facilities and firefighters extremely difficult. Currently, no subdivision applications affected by SB-1241 include those that have been identified in this updated Housing Element for meeting the County RHNA, the County anticipates, however, that the fire findings could be an issue until there are changes or clarifications in SB-1241.

Second Residential Units

To ensure compliance with AB 1866 and to mitigate the constraints to the development of second residential units, the County amended the Zoning code allow for second dwelling units as permitted uses, in all Residential Zones, which will allowed second unit applications to be ministerially reviewed for conformance with the minimum allowable standards under AB 1866.

Emergency Shelters, Transitional and Supportive Housing

The County has also updated the Zoning Code to allow transitional housing as a permitted use in all residential zones and emergency shelters as a permitted use in the Commercial Zone – Highway Services and Tourist Commercial (C2). This complies with Senate Bill 2 (SB 2) that was signed into law effective January 1, 2008. Additionally, transitional and supportive housing types must be



considered residential uses and be subject only to the restrictions that apply to other residential uses of the same type in the same zone. Both “transitional” and “supportive” housing must be explicitly defined as they are in the California Health and Safety Code Sections 50675.2 and 50675.14, respectively. Transitional housing may take many forms, including group housing or multi-family units, and may provide supportive services for its recipients but with a limited stay of up to 6-months. Supportive housing is more permanent in nature, is linked to either on-site or off-site services, and is occupied by a target population as defined by Health and Safety Code 53260 such as persons with AIDS, low-income persons with mental disabilities, person recovering from substance abuse, or persons with chronic illnesses.

To comply with SB 2, the County has expanded its definition of transitional housing and added a separate definition for supportive housing types to ensure clarity in the Zoning Code. Transitional and supportive housing are also listed as permitted uses in each residential zone to satisfy the requirement that these use types must be regulated the same as other residential uses of the same type in the same zone.

Currently, there are 8-vacant parcels of land with the C2 Zoning designation. They range in size from about 100,000-sq-ft to 8,000-sq-ft. Any of these could be used as a whole parcel or the parcel could be partially used for emergency shelters. They also range in location and are found in Pearsonville, Olancho, Cartago, and there are several in Bishop. This indicates there is potential for emergency shelters to be built on each end of the County and in the most populated area – Bishop.

#### Extremely Low-Income Households

Assembly Bill 2634 (AB 2634) (Lieber, 2006) requires the quantification and analysis of existing and projected housing needs of extremely low-income households. The County’s existing need is documented in Table 19 and its projected need is 18-units, which is half of its official very low-income allocation as discussed in the RHNA section. Housing Element updates must also identify zoning to encourage and facilitate housing for extremely low-income households. These housing types tend to be supportive housing and single-room occupancy units (SROs). As noted in the discussion of transitional and supportive housing above, Program 2.3.1 addresses the County’s need to facilitate supportive housing types.

In an effort to facilitate the development of housing for extremely low-income households and comply with AB 2634, the County has explicitly listed single-room occupancy unit as a use type in the updated Zoning Code. SROs are typically meant for occupancy by one person as they are small (200–250 square feet) and may include food preparation or sanitary facilities, or both. The update includes SROs has a permitted use in the C1, C2, C3 and CBD Zones.

#### Fees and Exactions

Inyo County charges various fees and assessments to cover the cost of processing permits and providing certain services and utilities. Table 35 summarizes the County’s fee requirements for residential development. These fees are considerably lower than fees charged in most jurisdictions throughout the state. Fees do not impose an unreasonable burden upon applicants, as Inyo County has one of the lowest fee structures in the state.



**HOUSING ELEMENT**

**Table 35  
Inyo County Typical Fees for a Typical Residential Development**

<b>TYPICAL FEES FOR TYPICAL RESIDENTIAL DEVELOPMENT</b>		
<b>FEE CATEGORY</b>	<b>FEE AMOUNT</b>	
<b>PLANNING AND APPLICATION</b>	<b>Single-Family</b>	<b>Multifamily</b>
Plan Check	\$50	\$50
Conditional Use Permit – A conditional use permit is required by the County for Multi-family structures over 15-units (R-3 zone)	Not Typical	\$1,490
<b>SUBDIVISION</b>		
Certificate of Compliance	\$1,000	\$1,000
Parcel Merger	\$415	\$415
Parcel Map	\$1,800	\$1,800
Tract Map	\$2,325	\$2,325
<b>ENVIRONMENTAL</b>		
Initial Study	\$500	\$500
Negative Declaration	\$600	\$600
Environmental Impact Report	Cost deemed by estimate	Cost deemed by estimate
<b>IMPACT</b>		
List typical fees, e.g., Police, fire, water and sewer, etc.	N/A	N/A



### **On-/Off-site Improvement Standards**

The County does not currently charge the type of impact fees common in many municipalities. Instead, it requires each land developer to mitigate only the problems that their subdivision or project creates. For example, if a subdivision is located in an area where drainage may be an issue, the developer is required to mitigate the problem so that it will not adversely affect surrounding properties. For roads, the County's requirements are based on Caltrans requirements which specify only those on- and off-site improvements necessary to maintain an efficient and safe road system.

The exclusion of costly impact fees effectively reduces the cost of developing housing in Inyo County. More specifically, the County subdivision ordinance requires 60-foot street widths for local and collector streets, with curbs, gutters and sidewalks (40 feet with a waiver). However, "rolled curbs" are permitted, and the Planning Commission often waives requirements for sidewalks where circumstances warrant, such as in lower density developments. The County also provides flexibility in these requirements for affordable housing projects. Circulation improvements in mobile home parks are governed by Title 25, which allows for gravel roads and reduced street widths, resulting in lower development costs.

In addition to County fees charged at the time building permits are issued, fees for sewer and water connections and school impact fees are collected by each individual district. These fees vary widely by district according to the services they provide, individual financial and project objectives, and the special circumstances of each district. The fees these districts charge are not under the control of the County.

### **Typical Processing and Procedures by Project Type**

The evaluation and review process required by a jurisdiction's procedures may contribute to the cost of housing in that holding costs incurred by developers are ultimately manifested in the unit's selling price. However, Inyo County's processing and fee structure is easier and less expensive than most. The following describes typical time requirements for project processing in Inyo County (costs are shown above in Table 35).

#### **For Single Family Dwellings**

**Plan Check Review:** A plan check review is conducted by the planning department and typically takes about one week. It is reviewed for zoning and general plan compliance, including height, setbacks, use and environmental factors.

**Ministerial Building Permit:** The review of a ministerial building permit typically takes between two days and two weeks. For new homes, building permits typically can be reviewed and approved in two to three weeks. The permit is reviewed by both the Building and Planning Departments before final approval.

**Tentative Tract Map:** The approval process for a tentative tract map requires 45 to 90 days with a negative declaration or 120 days if an environmental impact report (EIR) is required. The process involves five steps:

1. The tentative tract map is submitted to the Planning Department and distributed to the Subdivision Committee and other required agencies.



2. The Subdivision Committee reviews the maps and formulates their recommendation.
3. A negative declaration (or EIR) is prepared.
4. Planning staff reviews the issues presented by the Subdivision Committee and environmental documentation, and makes their recommendation to the Planning Commission.
5. The Planning Commission hears public testimony on the proposed action and approves or denies the tentative tract map. The applicant then has 2-years to complete and submit the Final Map.

**Conditional Use Permit and Variance:** Forty-five to 60-days is a typical time frame needed for the Planning Commission's final action on both a conditional use permit and variance. The approval process for a conditional use permit and variance is similar to a tentative tract map. After the pre-application discussion with the applicant and review of the initial application, either a negative declaration or EIR is prepared, if the project is not deemed exempt. Planning staff uses this information to formulate their recommendation to the Planning Commission. The Planning Commission action becomes final after a 15-day appeal period.

### **For Multi-Family Dwellings**

**Plan Check Review:** A plan check review is conducted by the planning department and typically takes about one week. It is reviewed for zoning and general plan compliance, including height, setbacks, use and environmental factors.

**Ministerial Building Permit:** The review of a ministerial building permit typically takes between two days and two weeks. For new multi-family homes, with less than 15-units, building permits typically can be reviewed and approved in two to three weeks. The permit is reviewed by both the Building and Planning Departments before final approval.

**Tentative Tract Map:** The approval process for a tentative tract map requires 45 to 90 days with a negative declaration or 120 days if an environmental impact report (EIR) is required. The process involves five steps:

1. The tentative tract map is submitted to the Planning Department and distributed to the Subdivision Committee and other required agencies.
2. The Subdivision Committee reviews the maps and formulates their recommendation.
3. A negative declaration (or EIR) is prepared.
4. Planning staff reviews the issues presented by the Subdivision Committee and environmental documentation, and makes their recommendation to the Planning Commission.
5. The Planning Commission hears public testimony on the proposed action and approves or denies the tentative tract map. The applicant then has 2-years to complete and submit the Final Map.

**Conditional Use Permit and Variance:** Forty-five to 60-days is a typical time frame needed for the Planning Commission's final action on both a conditional use permit and variance. The approval process for a conditional use permit and variance is similar to a tentative tract map. After the pre-application discussion with the applicant and review of the initial application, either a negative declaration or EIR is prepared, if the project is not deemed exempt. Planning staff uses this



information to formulate their recommendation to the Planning Commission. The Planning Commission action becomes final after a 15-day appeal period.

A conditional use permit is required for multi-family dwellings over 15-units in the R-3 Zone. In most other cases, regarding multi-family housing with less than 15-units, a conditional use permit is not typical. When a Conditional Use Permit is required

Per ICC 18.81.110, the findings required for a Conditional Use Permit include:

The planning commission shall receive, hear and decide every application for a conditional use, and after the hearing may authorize approval as to zoning if it finds that the use is properly located as specified and otherwise it shall disapprove the same.

Per ICC 18.81.100, this would be based on:

Certain uses, referred to in this title as conditional uses, are declared to possess characteristics which require special appraisal by the planning commission in each instance, to determine whether or not the use is necessary or desirable and will be properly related to other uses and to transportation and service facilities in the vicinity, and whether or not the use would, under all the circumstances of the particular case, affect adversely the health or safety of persons living or working in the vicinity or be materially detrimental to the public welfare.

**Building Codes and Enforcement:** Inyo County enforces the California State Building Codes. These codes are considered to be the minimum necessary to protect public health, safety, and welfare. No amendment to the code has either been initiated or approved which directly affects housing standards or processes.

Enforcement of the UBC is delegated to the County's Building and Safety Division and is carried out at the plan review stage and at the time of building/site inspection. All work for which a building permit is issued must be inspected at the time of completion or at specified stages of construction.

Inyo County primarily enforces housing code violations through inspections performed on a complaint basis. Where code citations are issued, property owners are given a reasonable time frame in which to correct deficiencies.

#### ANALYSIS OF NON-GOVERNMENTAL CONSTRAINTS

Fees, site improvement costs, processing and permit procedures, building codes, land use controls, availability of public services, and environmental considerations are necessary considerations but do not impose significant constraints to development in Inyo County in comparison to non-governmental factors such as limited private land resources and high housing costs in relation to incomes. These variables are national in scope and widely recognized. The discussion below focuses on these non-governmental and market constraints to housing development.

#### Land Costs

While land costs in Inyo County are well below highly urbanized areas, the scarcity of privately owned land has resulted in inflated land values (especially in northern Inyo County). The most significant constraint to provision of additional housing opportunities in Inyo County is the lack of privately owned land.



**Table 36  
Inyo County Land Costs by Area**

Location	Average 1992	Range 1992	Average 2003	Range 2003	% Change (1992-2003)	Average 2009	Range 2009	% Change (2003-2009)
Independence, Fort Independence, Aberdeen, Big Pine, Knight Manor, Rolling Green, Lone Pine	\$25,370	\$9,364 to \$61,200	\$49,084	\$21,000 to \$123,000	48.31%	\$80,000	\$60,000 to \$120,000	63%
Alabama Hills	\$49,040	\$26,520 to \$153,000	\$120,967	\$48,000 to \$164,900	59.46%	\$245,000	\$150,000 to \$400,000	103%
Wright's 40 Acres	\$79,798	\$45,900 to \$156,060	N/A	N/A	N/A	\$180,000	\$150,000 to \$300,000	N/A
Mustang Mesa, Alta Vista	\$27,100	\$20,400 to \$30,600	N/A	N/A	N/A	\$170,000	\$160,000 to \$180,000	N/A
Dixon Lane, Meadowcreek, Laws	\$50,633	\$18,025 to \$66,300	N/A	N/A	N/A	\$180,000	\$130,000 to \$210,000	N/A
Bishop, Rocking K	\$65,257	\$33,293 to \$142,800	\$187,834	\$38,922 to \$123,000	188%	\$180,000	\$160,000 to \$300,000	-4%
Starlite	\$49,623	N/A	\$155,000	N/A	67.99%	\$250,000	\$225,000 to \$275,000	61%
Wilkerson, Sierra Grande	\$38,587	\$25,500 to \$71,910	\$128,460	\$15,000 to \$314,000	233%	\$150,000	\$120,000 to \$200,000	17%
Aspendell	\$31,582	\$20,400 to \$85,000	\$92,750	\$42,000 to \$240,000	194%	\$185,000	\$130,000 to \$300,000	99%
Mountain View	\$25,775	\$25,500 to \$26,010	\$69,900	N/A	171%	\$140,000	\$130,000 to \$150,000	100%
Cartago, Olancho, Sage Flat	\$10,790	\$4,162 to \$21,848	\$27,300	\$500 to \$168,000	153%	\$10,000	\$5,000 to \$40,000	-63%
Keeler	\$3,500	N/A	\$9,267	\$6,000 to \$14,000	N/A	\$15,000	\$10,000 to \$24,000	61%
Darwin	\$4,903	\$2,448 to \$9,364	N/A	N/A	N/A	\$4,000	\$4,000	N/A
Trona area, Homewood Canyon, BLM Tract	\$9,282	\$2,500 to \$17,687	\$1,600	\$300 to \$3,935	82%	\$5,000	\$5,000 to \$20,000	213%
Shoshone, Tecopa	\$8,041	\$4,590 to	\$7,500	\$7,000 to	-7%	\$20,000	\$15,000 to	167%



Location	Average 1992	Range 1992	Average 2003	Range 2003	% Change (1992- 2003)	Average 2009	Range 2009	% Change (2003- 2009)
		\$14,280		\$8,000			\$30,000	
Pahrump Valley, Sandy Valley, Stewart Valley, Resting Spring	\$5,100	N/A	\$38,375	\$30,000 to \$43,500	86.71%	\$50,000	\$40,000 to \$60,000	23.25%
Spring Valley	N/A	N/A	\$17,165	\$300 to \$34,000	N/A	\$12,000	\$5,000 to \$25,000	-43.04%
Round Valley	N/A	N/A	\$63,514	\$34,000 to \$110,000	N/A	N/A	\$80,000 to \$320,000	N/A

Source: Inyo County Application Fee Deposits, 2009; Inyo County Recorder Fee Schedule, 2009

### Construction Costs (based on 2009 analysis)

Construction costs include materials, labor, construction financing, and builder profit. These costs will vary depending on structural requirements and by the quality of the construction (such as roofing materials, carpeting, cabinets, bathroom fixtures, and other amenities). Because of these factors, it is hard to establish an absolute measure of construction cost.

Building-cost.net uses an on-line calculator to estimate the construction cost of single-family residential homes. The calculator formulates estimates using the cost estimating procedures established by the "National Building Cost Manual." The cost to construct a 1,200 square foot home with building materials slightly above the minimum needed to ensure full protection of health and safety for occupants in Inyo County is \$169,707 or \$141 per square foot. Material cost (\$95,894) represents 57-percent of the total cost estimate, labor cost (\$71,362) represents 42-percent of the total cost estimate, and equipment cost (\$2,451) represent 1-percent of the total cost estimate. Compared with the average construction cost of new homes in the state, construction cost in Inyo County is approximately \$22,500 less. In California, the average construction cost for new homes is \$192,200.

Custom homes and units with extra structural requirements or amenities can run much higher. Lower costs can be achieved by reducing amenities and using less costly building materials, decreasing construction financing costs, and use of alternative construction methods such as manufactured housing or mobile homes. Additional savings can be realized through use of mass production methods; this can be of particular benefit when density bonuses are used for the provision of affordable housing.

Though the County does not have much control over market conditions, lower housing costs can be achieved by encouraging (a) reduction in amenities and quality of building materials (above a minimum acceptability for health, safety, and adequate performance); (b) availability of skilled



construction crews who will work for reasonable wages; and (c) use of manufactured housing (including both mobile home and modular housing).

An additional factor related to construction costs is the number of units built at the same time. As the number of units developed increases, construction costs over the entire development are generally reduced based on economies of scale. This reduction in costs is of particular benefit when density bonuses are used for the provision of affordable housing.

### **Infrastructure Constraints**

Another factor adding to the cost of new construction is the cost of providing adequate infrastructure including major and local streets, curbs, gutters, sidewalks, water and sewer lines, and street lighting. In many cases, these improvements are dedicated to the County which is then responsible for their maintenance. The cost of these facilities is borne by developers and added to the cost of new housing units. These expenses are eventually passed on to the homebuyer or property owner.

The remaining vacant lands available for residential development in Inyo County are few due to large land holdings by governmental agencies. Much of the development in unincorporated Inyo County is dependent on adequate on-site sewer (septic tank-leach line systems) and water systems (wells). In some areas of the county, on-site systems cannot operate correctly or there is inadequate water in terms of quantity and quality. Those areas are identified as the following:

#### Mustang Mesa Area

Located 8-miles northwest of Bishop on Highway 395, the Mustang Mesa Community Service District has entered into a Memorandum of Understanding with the Inyo County Environmental Health Department requiring engineered on-site wastewater treatment systems and annual monitoring of the aquifer due to geological properties in the area.

#### Wilkerson Area

In the Wilkerson Area, 5-miles south of Bishop and west of Highway 395, variable soils and geological conditions affect water supply regularity and on-site wastewater treatment systems (e.g., faults, poor percolation), and individual lots are evaluated on a case-by-case basis.

#### Darwin

Located southeast of Owens Dry Lake and Lone Pine, the community of Darwin is experiencing a limited water supply which restricts any significant growth.

#### Alabama Hills

Alabama Hills serves as a bedroom community of Lone Pine. Some parcels are affected by high water tables, which can alter on-site wastewater treatment requirements.

#### Cartago

In the north portion of Cartago, small lot sizes can inhibit development due to on-site wastewater treatment requirements. The result is that in most cases several lots need to be combined to accommodate the on-site wastewater treatment system and a well.

### **Availability of Financing**

Interest rates are determined by national policies and economic conditions, and there is little that local governments can do to affect these rates. Although Inyo County cannot affect interest rates charged by lending institutions, they can assist developers of low cost housing in finding more favorable financing, such as financing through the Community Reinvestment Act. According to



lending institutions in the county, most homebuyers will secure a mortgage with an interest rate between 4.5 and 8 percent, depending on the financial position of the mortgage applicants.

### **Environmental Constraints**

Some land in Inyo County is unavailable for development because of environmental features. These features either pose a hazard to those who may choose to build in the area or diminish valuable resources. As a result, County regulations limit development in these areas because of the danger involved. Environmental constraints to development include the following:

- **Geologic Hazards** – Landslide and avalanche areas and other geologic hazards may pose a threat to property and lives. County policy discourages development in these areas to ensure the public's safety; however, the County does not prohibit development in avalanche areas, as demonstrated by Tract 2 in Aspendell.
- **Soils with Low Permeability Rates** – Many parts of the county are not served with public sewer systems and therefore must rely on septic systems. In some parts of the county, non-engineered septic systems cannot be used because the soils have low permeability rates which prevent effective operation of septic tank systems.
- **Excessive Slope** – In areas of 30 percent slope, improvements for accessibility, site preparation, and sewage disposal are very difficult.
- **Endangered Species** – In some areas of the county, private land is situated within endangered or threatened species habitats. Development within these areas requires mitigation measures that may be costly to implement.

### **ENERGY CONSERVATION**

Inyo County has adopted and implemented Title 24 of the California Code of Regulations through its Building and Safety Department. This allows the County to apply the most up-to-date energy conservation standards to all new residential buildings (and additions to residential buildings) except hotels, motels, and buildings with four or more habitable stories. The regulations specify energy-saving design for walls, ceilings, and floor installations, as well as heating and cooling equipment and systems, gas cooling devices, conservation standards, and the use of non-depleting energy sources, such as solar energy or wind power.

Opportunities for additional energy conservation practices include the implementation of "mitigation measures" contained in environmental documents prepared on residential projects in Inyo County. The energy consumption impacts of housing developments may be quantified within the scope of these reports, prepared by or for the County. Mitigation measures to reduce energy consumption may be proposed in the appropriate section of the reports. These mitigation measures, in turn, may be adopted as conditions of project approval.

Although the new standards seem extensive and costly, builders and consumers realize that the benefits in energy savings over the long run outweigh the initial cost, especially in climates like Inyo County's. Utilities now account for a substantial amount of the total monthly cost of maintaining a house. Building energy-efficient homes and encouraging weatherization programs will over time reduce residents' monthly housing expenses.



Zoning Ordinance 18.79 governs the installation of small wind energy conversion systems in the unincorporated portion of the county. The ordinance is designed to allow residents to take advantage of generating power via wind while ensuring that the placement and installation of wind energy conversion systems does not have an adverse impact on public health and safety.

The county also encourages small-scale renewable energy facilities in the Government Element and provides for streamlined permitting for small-scale, such a roof-top, solar energy generation.

### **Energy Conservation Programs for Low-Income Households**

Southern California Edison (SCE) operates numerous programs that are available to assist low-income families with conserving energy and reducing expenditures for electricity. The High Bill Helper provides for rebates for new air conditioners, refrigerators, swamp coolers, and pool pumps. The Energy Star Lighting program provides compact fluorescent bulbs. Through its Energy Management Assistance program, SCE pays for purchase and installation of certain appliances for income-qualified applicants. SCE's CARE and FARE programs provide for utility bill reductions for income-qualified applicants as well. Additionally, local SCE staff will undertake on-site energy audits upon request to advise how to reduce energy consumption and associated costs.

LADWP has similar programs to help with rebates for inefficient appliances and assistance for low-income rate payers through its Lifeline program. LADWP staff will also provide energy audits upon request.

### **CHAPTER FOUR: REVIEW AND REVISE**

For the Housing Element update in 2014, the County has relied on the extensive work done for the 2009 update by the housing task force. The Inyo County Board of Supervisors established the Inyo County Valley Housing Task Force in January 2005. The Task Force met in two housing workshops, including a joint workshop with Mono County, and in nine regular meetings. They invited presentations from housing and finance experts, developers, and affordable housing providers. They reviewed local and state reports and statistics regarding housing issues, discussed and debated numerous topics, and held four additional meetings. The result was a Housing Plan and the formation of a Housing Plan Committee to pursue the objectives of the Plan. The outcome of this committee's efforts was the receipt of a HOME grant and the revision of the County Density Bonus Overlay Zoning District. Currently the County manages four HOME grant loans.

Many of the implementation measures were not fully realized due to a lack of staff or appropriate funding or because the service was not requested. One example of this is the rehabilitation program, which was not initiated due to a lack of staff and funding for this type of program. However a local nonprofit housing assistance provider has a weatherization program that is active and the County supports their efforts. Other examples include the mobile home purchase program, which was not an issue during the planning period; housing choice vouchers, which the County does not administer and has little influence over how they are issued; the roommate location program, which is administered by a local nonprofit but the County continues to support when necessary; energy assistance, which the County does not provide directly but refers residents in need of assistance to utility companies and the U.S Department of Health and Human Service's Low-Income Energy Assistance Program); and constructing a rental project, which was not feasible and may not be



appropriate for the County to pursue. Instead, the County has focused on land releases to increase capacity for housing opportunities.

Appendix A includes a detailed analysis of the effectiveness of the implementation measures from the 2009 Housing Element. The County's primary accomplishment regarding the Housing Element has been working with the Los Angeles Department of Water and Power (DWP) to release land located in the county to increase the amount of buildable land, thus increasing the capacity for residential development in the county, which facilitates development of housing for all income levels. Another major accomplishment was the reclassification of the Central Business (CB) zone in the County Code to allow for mixed and residential uses, thus increasing the residential development capacity throughout the county. In addition, amendments to the remaining commercial zones have been approved that will open up land in these zones to residential development as well. These actions will provide additional capacity for nearly 500 residential units. As stated previously, the result of the Housing Plan Committee was a HOME award, which was used for four first-time homebuyer activities between 2005 and 2008.

Another important change was the revision of the County's Density Bonus Ordinance, which was updated in 2007. It includes guidelines for one, two or three concessions for affordable housing: one concession for housing developments that include at least 5-percent of the total units for very low-income households, at least 10-percent for lower-income households, or at least 10-percent for moderate-income households in a common interest development; two concessions for housing developments that include at least 10-percent of the total units for very low-income households, at least 20-percent for lower-income households, or at least 20-percent for moderate-income households in a common interest development; three concessions for projects that include at least 15-percent for very low-income households, at least 30-percent of the total units for lower-income households, or at least 30-percent for persons or families of moderate income in a common interest development.

In many cases, the essence of existing programs has been continued but may have been combined with other programs or the language may have been modified to better reflect the County's role in the housing market and to focus on the tools it has at its disposal to facilitate the development of housing affordable to all income levels.

#### **CHAPTER FIVE: HOUSING PROGRAM**

This section of the Housing Element contains goals and policies the County has adopted and will continue to implement as practicable to address a number of important housing-related issues. Six major issue areas are addressed by the goals and policies of the Housing Element: (1) maintain the supply of sound, affordable housing through the conservation of existing sound housing stock; (2) provide adequate sites for housing; (3) ensure that a broad range of housing types are provided to meet the needs of both existing and future residents; (4) increase opportunities for homeownership; (5) remove constraints to the development of affordable housing; and (6) promote equal opportunity of housing choice for all residents. Each issue area and the supporting goals and policies are identified and discussed in the following section. Implementation measures identifying the time frame in which each policy will be implemented and the responsible entity follows the discussion of each program.



### GOALS AND POLICIES

#### **Maintenance and Preservation of Housing**

Existing housing conditions vary considerably throughout Inyo County. Although much of the housing stock may be sound, there are many dwelling units that are dilapidated or require substantial repairs. As the County's housing stock continues to age, ongoing maintenance is vital to prevent widespread deterioration. The Housing Element focuses on expanding rehabilitation efforts by pursuing available federal and state funds to upgrade and maintain the County's housing stock.

**Goal 1.0 - Maintain the existing housing stock and eliminate substandard housing conditions in Inyo County.**

#### **Policy 1.1 - Housing Rehabilitation Funding**

The County shall seek additional federal and state funds for housing rehabilitation and weatherization assistance.

**Program 1.1.1:** The County supports the provision of rehabilitation assistance to lower-income owner and renter-occupied households to facilitate unit upgrading. The County will encourage initiation of a rehabilitation program with the goal of improving 15-units over the planning period (3 per year).

**Funding:** Community Development Block Grant (CDBG). The County shall encourage financing housing rehabilitation efforts and affordable housing construction. To do this, the County shall consider and if appropriate complete grant applications for CDBG and possibly HOME funds at least twice during the planning period. Research available state funds on an annual basis as Notice of Funding Availability (NOFA) is released.

**Responsible Party:** County Planning Department

**Time Frame:** Twice during the planning period 2014 - 2019 as appropriate and as NOFAs are released.

#### **Policy 1.2 - Housing Rehabilitation Code Enforcement**

The County shall advocate the rehabilitation of substandard residential properties by homeowners and landlords.

**Program 1.2.1:** The County shall ensure sensitive residential code enforcement and provide information on available rehabilitation assistance to bring substandard residential structures and neighborhoods into compliance with County Codes and to be improved to meet current fire safe ordinances pertaining to access, water flow, signing, and vegetation clearing. Fire safety is also enforced by the County Building and Safety officials as a required element of their inspections of new buildings and is commonly an element of subdivision applications.

**Funding:** Community Development Block Grant (CDBG). The County shall encourage financing housing rehabilitation efforts and affordable housing construction. To do this, the County shall



consider and if appropriate, complete grant applications for CDBG and possibly HOME funds. Research available state funds on an annual basis and pursue as appropriate (as Notice of Funding Availability (NOFA) is released).

**Responsible Party:** County Planning Department

**Time Frame:** 2014-2019 as NOFAs are released

### **Policy 1.3 - Housing Rehabilitation Education**

The County shall promote increased awareness among property owners and residents of the importance of property maintenance to long-term housing quality and fire safety.

**Program 1.3.1:** The County shall continue to provide outreach programs to educate the public about available housing rehabilitation assistance and fire safety issues.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers

**Time Frame:** Annually according to program funding availability

### **Policy 1.4 - Energy Efficiency**

The County will focus efforts to promote energy efficiency by supporting programs such as weatherization and utility assistance programs that alleviate energy costs for households. The County shall maintain its webpage dedicated to energy efficiency education and programs.

**Program 1.4.1:** The County shall continue to support efforts to improve the energy efficiency of dwelling units by providing weatherization assistance to low-income households.

**Funding:** CDBG, LIHEAP

**Responsible Party:** County, local housing service providers, Southern California Edison, Los Angeles Department of Water and Power (LADWP)

**Time Frame:** Ongoing

**Program 1.4.2:** The County shall work to provide assistance to low-income households with utility bills by encouraging utilities and local housing service providers to continue to implement and expand programs to assist such households, including reductions and other utility assistance programs for income-qualified candidates. Augment current program funding.

**Funding:** CDBG, LIHEAP

**Responsible Party:** County, local housing service providers, Southern California Edison, Los Angeles Department of Water and Power (LADWP)



**Time Frame:** Ongoing

**Program 1.4.3:** The County shall continue to encourage utility providers and local housing service providers in reducing housing cost through energy conservation by providing households with light bulbs, reduced price energy-efficient appliances, energy audits, and other services.

**Funding:** Southern California Edison

**Responsible Party:** Housing service providers, Southern California Edison, Los Angeles Department of Water and Power (LADWP)

**Time Frame:** Ongoing

### **Provision of Adequate Sites**

Less than 2-percent of the land in Inyo County is available for development due to large public land holdings. Limited land resources severely restrict the amount of residential development that is able to occur in the county. The County will need to play an active role in identifying land suitable for new housing.

**Goal 2.0 - Provide adequate sites for residential development.**

### **Policy 2.1 -Vacant and Underutilized Land**

The County shall facilitate the development of vacant and underutilized residential parcels identified in the Housing Element residential site inventory.

**Program 2.1.1:** The County shall maintain an up-to-date inventory of sites suitable for residential development and provide this information to residential developers and to the real estate community. This inventory will include DWP land release sites.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Ongoing

### **Housing Opportunities**

Inyo County encourages the construction of new housing units to ensure that an adequate housing supply is available to meet the County's existing and future needs. Providing a balanced inventory of housing in terms of unit type (single-family, mobile home, multi-family, etc.), cost, and location will allow the County to fulfill a variety of housing needs.

**Goal 3.0 - Encourage the adequate provision of housing by location, type of unit, and price to meet the existing and future needs of Inyo County residents.**

### **Policy 3.1 - Variety of Housing**



The County shall continue to identify and evaluate the best approaches to providing a variety of residential development opportunities in the county including single-family homes, mobile homes, second units, and apartments to fulfill regional housing needs.

**Program 3.1.1:** The County shall continue to work with DWP, BLM, the Forest Service and other federal, state, and local agencies to identify appropriate land for release, thus enabling the County to provide additional sites for housing development. Additionally, the County will continue to coordinate with various Tribal Councils to pursue development of affordable housing units on reservations.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers, Tribal Councils, Bureau of Land Management (BLM), DWP, Forest Service

**Time Frame:** Ongoing

**Program 3.1.2:** The County shall provide expanded affordable housing opportunities by partnering with local organizations and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households.

**Funding:** Available State, Federal, and local funds (HOME, MHP, CDBG, etc.)

**Responsible Party:** County, local housing service providers

**Time Frame:** Ongoing as opportunities arise

**Program 3.1.3:** The County will explore an Employer Assisted Housing Program by forming a working group with major employers in the area to discuss how the County can assist in the development of employer-assisted housing in Inyo County.

**Funding:** Planning Department Budget; available state, federal, and local funds (HOME, MHP, CDBG, etc.)

**Responsible Party:** County, local housing service providers

**Time Frame:** Ongoing

**Program 3.1.4:** The County will continue to implement the final Housing Plan developed by the Housing Task Force adopted in 2005 in conjunction with the Housing Element programs.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers

**Time Frame:** Ongoing



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**Program 3.1.5:** The County shall support local housing assistance providers to work to assist in locating roommates to share existing housing. This will be accomplished by contributing to funding and assisting in program outreach to expand program utilization.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers

**Time Frame:** Ongoing

### **Policy 3.2 - High Density Housing**

The County shall encourage the development of higher density housing in appropriate locations throughout the communities. Locate higher density residential development within close proximity to services, jobs, transit, recreation, and neighborhood shopping areas.

**Program 3.2.1:** The County shall encourage higher density residential development in areas of population concentration by conducting outreach to developers and property owners to encourage higher density residential development. In addition, the County will explore funding options for appropriate housing as funds become available.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers

**Time Frame:** Ongoing basis as development applications are processed

**Program 3.2.2:** The County shall encourage development of housing for low-income households through provision of density bonus incentives. The County shall provide the updated density bonus chapter of the code as requested to inform applicants of opportunities for density increases.

**Funding:** Planning Department Budget (development fees)

**Responsible Party:** County, local community agencies, local nonprofit organizations

**Time Frame:** Ongoing

### **Policy 3.3 - Second Units**

Encourage the development of second units as another way to promote housing opportunities for lower-income households.

### **Policy 3.4 - Manufactured and Mobile Homes**

The County will continue to promote the utilization of manufactured housing and mobile home purchase and placement as an affordable homeownership opportunity.



**Program 3.4.1:** The County shall provide technical assistance to mobile home park residents who want to purchase their mobile home park. To accomplish this, the County will advertise the program to mobile home park residents, including conducting meetings with tenants.

**Funding:** Planning Department Budget, Mobilehome Park Resident Ownership Program (MPROP)

**Responsible Party:** County, local housing service providers

**Time Frame:** Ongoing on an as-needed basis and as NOFAs for MPROP are released

**Program 3.4.2:** The County will continue to allow manufactured housing as a permitted use in all residential zones.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Ongoing

### **Policy 3.5 - Financial Assistance for Housing**

Provide financial assistance for the conservation and/or development of housing affordable to extremely low, very low, and low-income households.

**Program 3.5.1:** The County will support the efforts of local housing service providers to assist low-income households with utility bills by providing assistance to a minimum of 150-households annually through the LIHEAP (Low-income Energy Assistance Program).

**Funding:** State Department of Economic Opportunity, CSBG

**Responsible Party:** County, local housing service providers

**Time Frame:** Ongoing

**Program 3.5.2:** The County shall encourage rental subsidies for lower-income families and elderly persons. The County shall encourage listing of rental units with local housing service providers. Coordinate with HCD to receive additional subsidies for rental assistance.

**Funding:** HUD Section 8 Housing Choice Vouchers

**Responsible Party:** County, Stanislaus Housing Authority

**Time Frame:** Ongoing

**Program 3.5.3:** The County shall provide for the continued affordability of the County's low and moderate-income housing stock. Although not anticipated, if any deed-restricted affordable units currently serving County residents are at risk of converting to market rates, the County will facilitate a preservation program with the owner and/or operator of the project at risk. The goal will be to



identify additional funds to either continue the affordability of the at-risk project or to replace those units once they are no longer affordable to lower-income households.

**Funding:** HUD Section 8 Housing Choice Vouchers

**Responsible Party:** County, Stanislaus Housing Authority

**Time Frame:** Ongoing

### **Homeownership**

The option of homeownership in California has become a privilege which is often not available to lower-income households or potential first-time homebuyers. Rising construction and land costs due to the scarcity of land for residential development in Inyo County have greatly contributed to the cost of housing. In addition, interest rates can exclude certain households from qualifying for loans. The County will continue to help facilitate the creation of affordable homeownership opportunities in its jurisdiction.

#### **Goal 4.0 - Provide increased opportunities for homeownership.**

##### **Policy 4.1 - Self-Help**

The County shall encourage “self-help” housing to allow lower-income households to build their own homes.

**Program 4.1.1:** The County will continue to make efforts to coordinate with established self-help housing groups to solicit interest in developing projects in the county to facilitate self-help housing as a form of homeownership for lower-income households.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers

**Time Frame:** Ongoing

##### **Policy 4.2 - Purchase Assistance Programs**

The County will facilitate the availability of home purchase assistance programs for low and moderate-income households.

**Program 4.2.1:** The County will consider, as appropriate, applying for state and federal grant funds to provide homeownership opportunities that may include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs.

**Funding:** Planning Department Budget, CDBG, HOME

**Responsible Party:** Planning Department



**Time Frame:** Ongoing, with a goal of completing at least one project benefiting low income households.

**Program 4.2.2:** The County shall coordinate with local lenders to provide program information to the public about homebuyer assistance programs such as CalHFA, RCRC, and USDA.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers

**Time Frame:** Ongoing

### **Removal of Constraints on Housing Development**

Governmental and non-governmental constraints to development can impede both the supply and affordability of housing. Certain governmental constraints can be minimized to facilitate new construction.

**Goal 5.0 - Remove governmental constraints on housing development.**

#### **Policy 5.1 - Residential in Commercial Areas**

Encourage the development of residential units in commercial areas.

**Program 5.1.1:** The County shall continue to allow second units, condominium conversions, density bonuses, and residential units in commercial zones as specified in the County's Zoning and Subdivision Ordinances.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Ongoing

**Program 5.1.2:** The County's 2001 General Plan calls for the provision of mixed and residential uses in commercial areas. The County has already completed a reclassification of commercial areas in the county and will continue to encourage mixed and residential uses in these areas.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Ongoing

#### **Policy 5.2 - Expedited Permit Processing and Project Review**



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The County shall continue to expedite project review and facilitate timely building permit and development plan processing for residential developments, including those with an affordable housing component.

**Program 5.2.1:** The County routinely works with homeowners to expedite their permits and provide flexibility in submittal requirements for owners developing their own homes. The County will also annually review its permit and development plan processing timelines and look for ways to expedite or simultaneously conduct development reviews to ensure timely processing.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Annually and ongoing as projects are submitted for review

**Program 5.2.2:** The County shall consider alternative processes in updates to the Zoning Ordinance to facilitate housing projects, such as administrative approvals of use permits and modifications to setbacks and other development standards, and/or other procedures to otherwise expedite and encourage residential development.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Concurrently with Zoning Ordinance updates

### **Policy 5.3 - Infrastructure**

The County will work to provide adequate infrastructure to accommodate residential development in all areas of the unincorporated county.

**Program 5.3.1:** The County shall facilitate provision of infrastructure to accommodate residential development where such actions are at least revenue-neutral and consistent with Land Use Element Goals and Policies.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Annually and ongoing as projects are submitted for review

### **Policy 5.4 - Residential Care Facilities**

The County will continue efforts to mitigate or remove constraints on housing for persons with disabilities.

**Funding:** Planning Department Budget



**Responsible Party:** County

**Time Frame:** Ongoing

**Accessibility of Housing**

In order to make adequate provision for the housing needs of all economic segments of the community, the County must ensure equal and fair housing opportunities are available to all residents.

**Goal 6.0 - Promote equal opportunity for all residents to reside in housing of their choice.**

**Policy 6.1 - Equal Opportunity**

The County shall work to prohibit discrimination in the sale or rental of housing with regard to race, ethnic background, religion, handicap, income, sex, age, or household composition.

**Program 6.1.1:** The County shall take positive action to assure unrestricted access to housing. The County will continue to support local housing service providers to provide fair housing services and assist in program outreach.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers, Stanislaus Housing Authority

**Time Frame:** Ongoing

**Policy 6.2 - Reasonable Accommodation**

Ensure the availability of reasonable accommodations for persons with disabilities, including developmental disabilities to make modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities in an effort to eliminate barriers to equal opportunity to housing of their choice.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Ongoing

**QUANTIFIED OBJECTIVES**

Housing Element law requires quantified objectives that establish the maximum number of housing units by income category that can be constructed, rehabilitated, and conserved over a five-year time period. These objectives include private activity as well as County-planned activity.



**Table 37  
Quantified Objectives**

Task	Income Level					Total
	Extremely Low	Very Low	Low	Moderate	Above Moderate	
Fair Share Allocation	18	17	25	28	72	160
Residential Permits Issued Since January 1, 2014	0	0	0	0	0	0
New Construction Objectives	18	17	25	28	72	160
Rehabilitation	0	5	5	5	0	15 <sup>1</sup>
Preservation (at-risk)	0	0	0	0	0	0
<b>Total</b>	<b>18</b>	<b>17</b>	<b>25</b>	<b>28</b>	<b>72</b>	<b>160</b>

Source: HCD, 2014 and Inyo County Planning Department, 2014

<sup>1</sup> Per Program 1.1.1, the County will encourage the rehabilitation of approximately 15 units over the planning period.



**Appendix A Housing Program Review**

2009 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 1.1</i> The County supports the provision of rehabilitation assistance to lower-income owner- and renter-occupied households to facilitate unit upgrading. The County will encourage initiation of a rehabilitation program with the goal of improving 15 units over the planning period (3 per year). <b>Funding: CDBG</b></p>	2014–2019	<p><b>Effectiveness/Progress:</b> The County did not initiate a rehabilitation program during the planning period due to a lack of staff and funding for this type of activity. A local community agency administers a weatherization program in the county and that program assists an average of 72 units per year.</p>	<p><b>Appropriateness:</b> The County will continue to support local housing assistance providers' efforts when called upon but is unable to initiate its own rehabilitation program at this time.</p>
<p><i>Implements Policy 1.2</i> The County shall ensure sensitive residential code enforcement and provide information on available rehabilitation assistance to bring substandard units into compliance with County Codes and to meet current fire safe ordinances.</p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County coordinated a series of task forces to educate the public and stakeholders about housing programs, including housing rehabilitation (weatherization) assistance.</p>	<p><b>Appropriateness:</b> The County will continue to support outreach efforts for rehabilitation, fire safety or weatherization efforts in the county.</p>
<p><i>Implements Policy 1.3</i> The County shall continue to provide outreach programs to educate the public about available housing rehabilitation assistance and fire safety. <b>Funding: HCD</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County works with local non-profits and other governmental agencies to raise awareness of housing rehabilitation, fire safety, and weatherization programs.</p>	<p><b>Appropriateness:</b> The County will continue to support outreach efforts for rehabilitation or weatherization efforts in the county.</p>
<p><i>Implements Policy 1.4</i> The County shall continue to support efforts to improve the energy efficiency of dwelling units by providing weatherization assistance to low-income households. <b>Funding: HUD Section 8 Certification and Housing Vouchers</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County does not provide funding for this activity but if a need for this service arises, the County would refer inquiries to local housing service providers. The County coordinated a series of task forces to educate the public and stakeholders about housing programs, which may have included roommate location assistance.</p>	<p><b>Appropriateness:</b> This program will be continued.</p>
<p><i>Implements Policy 1.4</i> The County shall work to provide assistance to low-income households with utility bills by encouraging utilities and local housing service providers to continue to implement and expand programs to assist such households, including reductions and other utility assistance programs for income-qualified candidates. Augment current program funding. <b>Funding: State of California Older Americans Act, CDBG</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> According to DWP, one local housing service provider assists approximately 150 households per year through the LIHEAP (Low-income Energy Assistance Program). The utilities also provide assistance to income-qualified families. They intend to continue and expand these programs.</p>	<p><b>Appropriateness:</b> This program will be continued.</p>
<p><i>Implements Policy 1.4</i> The County shall continue to encourage utility providers and local housing service providers in reducing housing cost through energy conservation by providing households with light</p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County is not aware of the effectiveness or progress of this light bulb program. However, if possible, the County would continue to support this program if implemented. Alternatively, the County refers interested</p>	<p><b>Appropriateness:</b> The County will continue to support weatherization and energy efficiency efforts administered by other entities</p>



## HOUSING ELEMENT

2009 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p>bulbs, reduced price energy-efficient appliances, energy audits, and other services. <b>Funding: CDBG</b></p>		<p>residents to the Southern California Edison (SCE) California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) program.</p>	<p>in the county.</p>
<p><i>Implements Policy 2.1</i> The County shall maintain an up-to-date inventory of sites suitable for residential development and provide this information to residential developers and to the real estate community. This inventory will include DWP land release sites. <b>Funding: State Department of Economic Opportunity, CDBG</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> Site information was provided through the housing task forces, as well as upon request. The Planning Department provides information about property that is available for housing development upon request. The County coordinated with DWP and other public agencies for land releases of property available for housing development.</p>	<p><b>Appropriateness:</b> This program is updated and will be continued.</p>
<p><i>Implements Policy 3.1</i> The County shall continue to work with DWP, BLM, the Forest Service and other federal, state, and local agencies to identify appropriate land for release, thus enabling the County to provide additional sites for housing development. Additionally, the County will continue to coordinate with various Tribal Councils to pursue development of affordable housing units on reservations. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County has worked with DWP to release lands for residential development. The County is currently working with a variety of local, state, and federal agencies to identify appropriate government lands for release.</p> <p>The County coordinated a series of task forces to educate the public and stakeholders about housing issues, and the tribes were among those invited to attend. The tribes work to provide affordable housing and institute programs to provide for low-cost housing and related services. The County has worked with the various agencies on the release of land. Some land was released and sold to private parties, whereas other lands did not sell at the public auction.</p>	<p><b>Appropriateness:</b> Continue to work with DWP and various federal, state, and local agencies to identify appropriate government land for release. This program will continue</p>
<p><i>Implements Policy 3.1</i> The County shall provide expanded affordable housing opportunities by partnering with local organizations and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County did apply for CDBG funding in 2013, but was not awarded. The County will continue to facilitate the application for funding with local partners.</p>	<p><b>Appropriateness:</b> The County will continue to pursue funding opportunities as appropriate.</p>
<p><i>Implements Policy 3.1</i> The County will explore an Employer Assisted Housing Program by forming a working group with major employers in the area to discuss how the County can assist in the development of</p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County was not able to make progress on this program due to the depressed economy and staff resources.</p>	<p><b>Appropriateness:</b> The County will facilitate discussions with employers regarding housing assistance.</p>



2009 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p>employer-assisted housing in Inyo County. <b>Funding: Planning Department budget</b></p>			
<p><i>Implements Policy 3.1</i> The County will continue to implement the final Housing Plan developed by the Housing Task Force adopted in 2005 in conjunction with the Housing Element programs. <b>Funding: Planning Department budget (development fees)</b></p>	Ongoing	<b>Effectiveness/Progress:</b>	<b>Appropriateness:</b> The County will continue to provide information about the density bonus provisions to developers.
<p><i>Implements Policy 3.1</i> The County shall support local housing assistance providers to work to assist in locating roommates to share existing housing. This will be accomplished by contributing to funding and assisting in program outreach to expand program utilization. <b>Funding: Planning Department budget</b></p>	Ongoing	<b>Effectiveness/Progress:</b> The County does not provide funding for this activity but if a need for this service arises, the County would refer inquiries to local housing service providers. The County coordinated a series of task forces to educate the public and stakeholders about housing programs, which may have included roommate location assistance.	<b>Appropriateness:</b> This program will be continued.
<p><i>Implements Policy 3.2</i> The County shall encourage higher density residential development in areas of population concentration by conducting outreach to developers and property owners to encourage higher density residential development. In addition, the County will explore funding options for appropriate housing as funds become available. <b>Funding: Planning Department budget</b></p>	Ongoing	<b>Effectiveness/Progress:</b> The County works with land owners and develops to encourage and aid in the development of high density residential construction.	<b>Appropriateness:</b> This program will be continued to facilitate the provision for affordable home opportunities.
<p><i>Implements Policy 3.2</i> The County shall encourage development of housing for low-income households through provision of density bonus incentives. The County shall provide the updated density bonus chapter of the code as requested to inform applicants of opportunities for density increases. <b>Funding: Respond to NOFAs for MHP, HOME program</b></p>	Ongoing	<b>Effectiveness/Progress:</b> The County does offer a density bonus to developers. The ordinance was updated in 2007. It includes guidelines for one, two, or three concessions for affordable housing: one concession for housing developments that include at least 5 percent of the total units for very low-income households, at least 10 percent for lower-income households, or at least 10 percent for moderate-income households in a common interest development; two concessions for housing developments that include at least 10 percent of the total units for very low-income households, at least 20 percent for lower-income households, or at least 20 percent for moderate-income households in a common interest development; three concessions for projects that include at least 15 percent	<b>Appropriateness:</b> This program is not appropriate to continue because the County is not a developer. However, it does support the efforts of developers planning to build homes affordable to low- or moderate-income households.



**HOUSING ELEMENT**

2009 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
		for very low-income households, at least 30 percent of the total units for lower-income households, or at least 30 percent for persons or families of moderate income in a common interest development. The density bonus chapter of Title 18 of the County Code is distributed upon request.	
<p><i>Implements Policy 3.4</i></p> <p>The County shall provide technical assistance to mobile home park residents who want to purchase their mobile home park. To accomplish this, the County will advertise the program to mobile home park residents, including conducting meetings with tenants. <b>Funding: Available State, Federal, and local funds (HOME, MHP, CDBG, etc.)</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County provides information to mobile home park residents and provides referrals to HCD and other mobile home advocacy groups, as well as local real estate lenders.</p>	<p><b>Appropriateness:</b> This program will continue as appropriate</p>
<p><i>Implements Policy 3.4</i></p> <p>The County will continue to allow manufactured housing as a permitted use in all residential zones. <b>Funding: Planning Department budget, HOME, MHP</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> County Code allows for manufactured housing in all residential zones.</p>	<p><b>Appropriateness:</b> The program will be continued.</p>
<p><i>Implements Policy 3.5</i></p> <p>The County will support the efforts of local housing service providers to assist low-income households with utility bills by providing assistance to a minimum of 150 households annually through the LIHEAP (Low-income Energy Assistance Program). <b>Funding: Pursue FmHA funds</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County works with local non-profit recipients of LIHEAP funding to continue this program</p>	<p><b>Appropriateness:</b> This program will be continued.</p>
<p><i>Implements Policy 3.5</i></p> <p>The County shall encourage rental subsidies for lower-income families and elderly persons. The County shall encourage listing of rental units with local housing service providers. Coordinate with HCD to receive additional subsidies for rental assistance. <b>Funding: Planning Department budget</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> One local housing service provider administers Housing Choice Vouchers (Section 8) for the County. The County routinely refers inquiries to local housing service providers.</p>	<p><b>Appropriateness:</b> This program will be continued.</p>
<p><i>Implements Policy 3.5</i></p> <p>The County shall provide for the continued affordability of the County's low and moderate-income housing stock. Although not anticipated, if any deed-restricted affordable units currently serving County residents are at risk of converting to market rates, the County will facilitate a preservation program with the owner and/or operator of the project at risk. The goal will be to identify additional funds to</p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County works with housing developers to provide for and maintain housing, in the event that deed restricted units are at risk, the County will work to preserve the units and educate the public regarding the importance of low-income units.</p>	<p><b>Appropriateness:</b> This program will continue</p>



2009 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p>either continue the affordability of the at-risk project or to replace those units once they are no longer affordable to lower-income households. <b>Funding: Planning Department budget</b></p>			
<p><i>Implements Policy 4.1</i> The County will continue to make efforts to coordinate with established self-help housing groups to solicit interest in developing projects in the county to facilitate self-help housing as a form of homeownership for lower-income households. <b>Funding: Planning Department Budget, CDBG</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County routinely works with potential housing developers to increase housing supply. The County coordinated a series of task forces to educate the public and stakeholders about housing issues, which were open to self-help housing groups.</p>	<p><b>Appropriateness:</b> The County will continue to provide homeownership information to county residents.</p>
<p><i>Implements Policy 4.2</i> The County will annually consider applying for state and federal grant funds to provide homeownership opportunities that may include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs. <b>Funding: Planning Department budget</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County did not directly apply for any funding to construct new rental housing for low-income households.</p>	<p><b>Appropriateness:</b> This program will be continued.</p>
<p><i>Implements Policy 4.2</i> The County shall coordinate with local lenders to provide program information to the public about homebuyer assistance programs such as CalHFA, RCRC, and USDA.</p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County works with local lenders, real estate professional and housing providers to provide information to the public on loan opportunities available.</p>	<p><b>Appropriateness:</b> The program will continue.</p>
<p><i>Implements Policy 5.1</i> The County shall continue to allow second units, condominium conversions, density bonuses, and residential units in commercial zones as specified in the County's Zoning and Subdivision Ordinances.</p>	Ongoing	<p><b>Effectiveness/Progress:</b> Zoning code allows for all of these affordable options to be available to County residents.</p>	<p><b>Appropriateness:</b> The program will be continued.</p>
<p><i>Implements Policy 5.1</i> The County routinely works with homeowners to expedite their permits and provide flexibility in submittal requirements for owners developing their own homes. The County will also annually review its permit and development plan processing timelines and look for ways to expedite or simultaneously conduct development reviews to ensure timely processing.</p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County routinely works with homeowners to expedite their permits and provides flexibility in submittal requirements for owners developing their own homes. Typical processing times are relatively short. County staff attempt to do all plan processing as efficiently as possible. A planner is assigned to a project when it is first submitted as follows it through permitting to minimize some inefficiency.</p>	<p><b>Appropriateness:</b> This program will continue.</p>
<p>COMPLETED PROGRAMS</p>			
<p>Chapter 633 of the Statutes of 2007, also known as SB 2, requires jurisdictions to allow for</p>	Completed		



**HOUSING ELEMENT**

2009 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p>permanent emergency shelters as a permitted use in at least one zone. This zone may be residential, commercial, or industrial but must be appropriate for this type of use and not be completely built out. In accordance with SB 2, the County will evaluate the most appropriate zone to permit shelters and amend the County Code accordingly within one year of the adoption of this Housing Element.</p>			
<p>According to Chapter 633 of the Statutes of 2007, also known as SB 2, the County must explicitly allow both supportive and transitional housing types in all residential zones. The County shall update its Zoning Ordinance to include separate definitions of transitional and supportive housing as defined in Health and Safety Code Sections 50675.2 and 50675.14. Both transitional and supportive housing types will be allowed as a permitted use subject only to the same restrictions on residential uses contained in the same type of structure.</p>	Completed		
<p>To ensure zoning flexibility that allows for the development of single-room occupancy (SRO) units, the County will update its Zoning Ordinance to explicitly allow for SROs in developed areas near services and transit.</p>	Completed		
<p>Chapter 1062 of the Statutes of 2002, also known as AB 1866, requires jurisdictions to allow second units ministerially in all residential zones. The County will amend the County Code to reflect this requirement while maintaining its current standards for second units that require a floor area of up to 30 percent of the principal dwelling unit up to a maximum of 1,200 square feet.</p>	Completed		
<p>Currently residential care facilities are permitted with a conditional use permit in the RR and R-3 zones. Pursuant to Chapter 671 of the Statutes of 2001, also known as SB 520, the County will amend the County Code to allow flexibility for the location of residential care facilities by permitting facilities for 6 or fewer persons by right in all residential zones.</p>	Completed		
<p>The County shall incorporate reasonable accommodation provisions into its Zoning Code to provide a means for persons with disabilities to request exceptions to zoning and building regulations that may be act as a barrier to their housing choice.</p>	Completed		

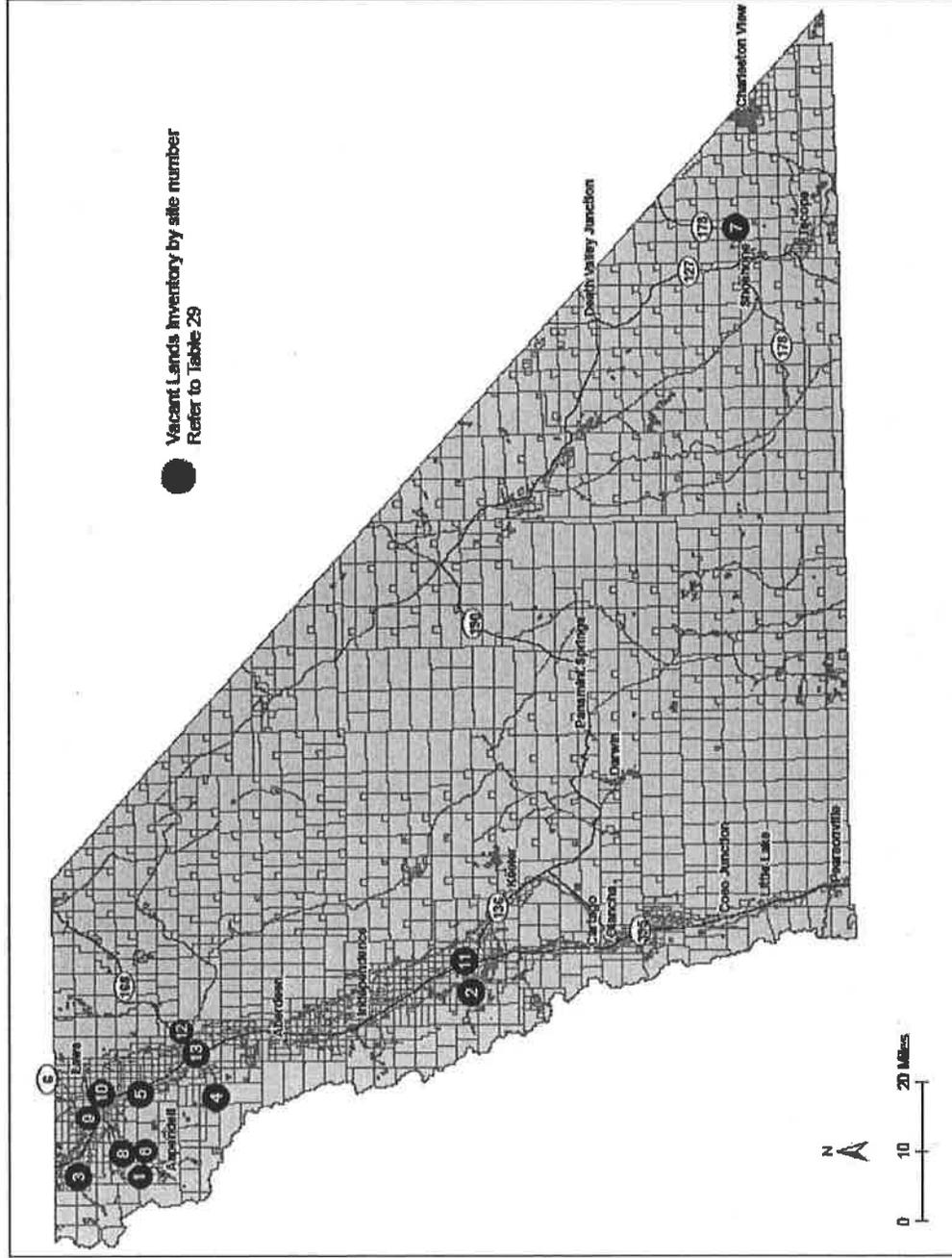


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**HOUSING ELEMENT**

Appendix B: Vacant Lands Inventory (Map of Table 29)



Attachment 3

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
www.hcd.ca.gov



April 11, 2014

Ms. Pam Hennarty  
Senior Deputy County Administrator  
P.O. Drawer N  
224 North Edwards Street  
Independence, California 93526

Dear Ms. Hennarty:

**RE: County of Inyo's 5<sup>th</sup> Cycle (2014-2019) Draft Housing Element**

Thank you for submitting Inyo County's draft housing element update received for review on March 3, 2014, along with additional revisions received on April 8, 2014. Pursuant to Government Code (GC) Section 65585(b), the Department is reporting the results of its review. Our review was facilitated by a telephone conversation on March 12, 2014 with you, Mr. Joshua Hart, Planning Director, and Ms. Cathreen Richards, Senior Planner.

The draft element with revisions meets the statutory requirements of State housing element law. The draft element with revisions will comply with State housing element law (GC, Article 10.6) when the draft element and revisions are adopted and submitted to the Department, in accordance with GC Section 65585(g).

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the County must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate.

The Department appreciates the hard work and dedication of Ms. Richards in the preparation of the housing element and looks forward to receiving Inyo County's adopted housing element. If you have any questions or need additional technical assistance, please contact Jess Negrete, of our staff, at (916) 263-7437.

Sincerely,

A handwritten signature in cursive script that reads "Glen A. Campora".

Glen A. Campora  
Assistant Deputy Director

Attachment 4

**RESOLUTION NO. 2014-02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA RECOMMENDING THAT THE BOARD OF SUPERVISORS CERTIFY THE 2014 HOUSING ELEMENT UPDATE DOES NOT REQUIRE A SUBSEQUENT ENVIRONMENTAL DOCUMENT AND MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE, GENERAL PLAN AMENDMENT NO. 2013-03/INYO COUNTY HOUSING ELEMENT UPDATE AND SEND TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR CERTIFICATION**

WHEREAS, the General Plan Housing Element is required pursuant to California Government Code Section 65580 et seq., and works to provide housing for all of Inyo County's residents; and

WHEREAS, the Housing Element is required to be updated periodically, and the deadline to next update Inyo County's Housing Element is June 30, 2014 for the period extending between June 30, 2014 and June 30, 2019; and

WHEREAS, Inyo County adopted a Housing Element in 1992 and updated it in 2001, 2003 and 2009; and

WHEREAS, work has continued on a variety of housing issues since the Housing Element adoption in 1992 to improve housing conditions throughout the County, including emergency shelter and affordable housing programs operated by the County and housing service providers; a Housing Task Force; the Housing Plan Committee; implementation of the HOME grant program; and current work updating the Housing Element and the zoning ordinance to add Single-Room Occupancy as a permitted use type and allow for transitional housing, group housing and group homes to be permitted in all zoning designations and treated in the same manner as other residential dwelling units would be in the same zoning designations and include developmental disabilities and planning for housing provisions for people with them; and

WHEREAS, on July 31, 2013 the California Department of Housing and Community Development (HCD) transmitted the Regional Housing Need Allocation (RHNA) to Inyo County; and

WHEREAS, the County began work on updating the Housing Element in November 2013; and

WHEREAS, correspondence was transmitted to approximately 40-stakeholders in the County in December 2013, including real estate professionals, homeless service providers, public agencies, and others, advising them of the update process and requesting input; and

WHEREAS, pursuant to Senate Bill 18 (SB18) and Government Code Section 65352.3, on December 9, 2013 the County requested a list of appropriate native American contacts from the California Native American Heritage Commission (NAHC), to request consultations with, regarding the Housing Element update; and

WHEREAS, the NAHC transmitted a list of native American contacts to the County on December 13, 2014 for purposes of SB18 consultation regarding the Housing Element update; and

WHEREAS, on December 16, 2013 the County initiated Native American Consultation pursuant to the California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, with the Big Pine Band of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Kern Valley Indian Council, Walker River Reservation and the Lone Pine Paiute Shoshone; and

WHEREAS, the Big Pine Band of the Owens Valley requested consultation; and

WHEREAS, on February 13, 2014 County Staff and the Fourth District Supervisor meet with the Big Pine Band of the Owens Valley for consultation and discussed housing issues and took comments; and

WHEREAS, in April 2014 as specified by Senate Bill 18 and per Government Code Section 65352, the County notified the Big Pine Band of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Kern Valley Indian Council, Walker River Reservation and the Lone Pine Paiute Shoshone of the availability of the General Plan Amendment; and

WHEREAS, on Thursday February 20, 2014 the County held an advertised public workshop in Bishop, California to educate interested parties about housing issues, the Housing Element update process, the sections with proposed changes and took comments; and

WHEREAS, on February 28, 2014 the County sent a draft of the proposed changes to the Housing Element to the California Department of Housing and Community Development for review and comment; and

WHEREAS, on March 12, 2014 the County met with the California Department of Housing and Community Development to discuss recommended changes; and

WHEREAS, on April 10, 2014 the County sent the draft updated Housing Element to the California Department of Housing and Community Development for review with the recommended changes; and

WHEREAS, on April 11, 2014 the California Department of Housing and Community Development sent a letter to the County stating that the draft updated

Housing Element meets the statutory requirements of the State Housing Element Law (GC, Article 10.6); and

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, the 2014 Housing Element update is a policy document that works to provide housing for all of Inyo County's residents and is a revised version of the already approved 2009 Housing Element that included an approved Negative Declaration and does not present additional or new impacts that were not addressed in the Negative Declaration prepared for the 2009 update; and therefore, no subsequent Negative Declaration or Environmental Impact Report is required pursuant to CEQA Guidelines, Section 15162(a) - When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects:

*(Negative - Evidence: This is the 2014 update to the County's General Plan Housing Element, which is a revision to the 2009 Housing Element that included an adopted Negative Declaration. There are no major revisions to the Housing Element that would involve new significant environmental effects and as there were no previously identified significant effects there can be no substantial increase in them).*

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects:

*(Negative - Evidence: There are no substantial changes with respect to the circumstances that the 2014 Housing Element update has been conducted that were not evident during the 2009 Housing Element update and Negative Declaration approval. There have been no new significant environmental effects that were not present during the 2009 update and as there were no previously identified significant effects there can be no substantial increase in them).*

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration.

*(Negative - Evidence: Since the 2014 Housing Element update is a revision to the 2009 element with no substantial changes, it does not have effects that were not discussed during the 2009 Housing Element update and Negative Declaration approval).*

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR.

*(Negative - Evidence: There were no significant environmental effects identified during the 2009 update and as there were no previously identified significant effects they cannot be substantially more severe).*

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.

*(Negative - Evidence: there were no mitigation measures or alternatives identified in the Negative Declaration approved for the 2009 Housing Element update and as there were no mitigation measures or alternatives identified, there are also none previously found not to be feasible, would in fact be feasible, and would substantially reduce one or more significant effects of the project for the project proponents to decline to adopt).*

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

*(Negative - Evidence: there were no mitigation measures or alternatives identified in the Negative Declaration approved for the 2009 Housing Element update and as there were no mitigation measures or alternatives identified, there are also none currently found that would substantially reduce one or more significant effects on the environment for the project proponents to decline to adopt); and*

WHEREAS, this Commission does hereby find and declare approval of the updated General Plan Housing Element to be in the public interest; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment and input received at the May 28, 2014 hearing, including the staff report for the project, this Planning Commission makes the following findings regarding the final draft updated General Plan Housing Element and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

## **RECOMMENDED FINDINGS**

- 1.) The 2014 Housing Element update is a policy document that works to provide housing for all of Inyo County's residents and is a revised version of the already approved 2009 Housing Element that included an approved Negative Declaration and does not present additional or new impacts that were not addressed in the Negative Declaration prepared for the 2009 update; and therefore, no subsequent Negative Declaration is required pursuant to CEQA Guidelines, Section 15162(a).

- 2.) Based on substantial evidence in the record, the proposed updated General Plan Housing Element is consistent with the goals and policies of the Inyo County General Plan.
- 3.) Based on substantial evidence in the record, the proposed updated General Plan Housing Element is consistent with the purposes and intent of Title 18 (Zoning Ordinance) of the Inyo County Code.
- 4.) Consistent with California Government Code Section 65585, the County submitted the draft updated Housing Element to HCD, and HCD provided comments regarding said document, and the County modified the Element appropriately in response to those comments.
- 5.) Based on substantial evidence in the record, the updated Housing Element complies with California Government Code Section 65580 et seq. (i.e., the State's regulations for Housing Elements).

BE IT FURTHER RESOLVED, the Planning Commission recommends that the Board of Supervisors take the following actions:

**RECOMMENDED ACTIONS**

1. Certify that the Housing Element does not require a Subsequent Negative Declaration per CEQA Guidelines, Section 15162(a) as was presented to and considered by the Board, and reflects the independent judgment of the Board.
2. Make certain findings with respect to, and approve General Plan Amendment No. 2013-03/Inyo County (Updated Housing Element) based on all of the information in the public record and on recommendation of the Planning Commission.
3. Direct staff to forward the updated Housing Element to HCD for certification

PASSED AND ADOPTED this 28th day of May, 2014, by the following vote of the Inyo County Planning Commission:

AYES: 4  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1

*out for  
signature*  


\_\_\_\_\_  
Ross Corner, Chair  
Inyo County Planning Commission

ATTEST:

\_\_\_\_\_  
Joshua Hart, Planning Director

By \_\_\_\_\_  
Secretary of the Commission



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

For Clerk's Use Only:  
AGENDA NUMBER

36

Consent     Departmental     Correspondence Action     Public Hearing  
 Schedule Time For 3:00 PM     Closed Session     Informational

**FROM:** Planning

**FOR THE BOARD MEETING OF:** June 17, 2014

**SUBJECT:** Review and provide input on the Rural Desert Southwest Brownfields Coalition Area Wide Plan.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board receive a presentation and review the Rural Desert Southwest Brownfields Coalition Area Wide Plan, and provide input on the plan, particularly for those sections pertaining to Inyo County.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

In 2011, Nye County formed a coalition, the Rural Desert Southwest Brownfields Coalition (RDSBC), with Esmeralda, Lincoln and White Pine Counties in Nevada and Inyo County, California to apply for a US Environmental Protection Agency (EPA) Brownfields Coalition Assessment grant in the amount of \$1,000,000. The grant focused on area-wide planning in support of renewable energy and other economic development opportunities. A brownfield is defined as any property where the expansion, redevelopment, or reuse may be complicated by the presence or perceived presence of hazardous substances, pollutants, or contamination. The Brownfields Coalition Assessment grant enabled the Counties to work together to assess brownfields sites and engage in high-level planning activities to redevelop brownfields, particularly those along existing and potential transmission corridors. The funding facilitated identification and assessment of additional project opportunities for renewable energy and general economic development. The funding also provided for the development of the Area Wide Plan, which evaluates renewable energy applications and other economic and community development opportunities at the brownfields sites, and describes strategies towards achieving the identified objectives.

During 2013, County staff worked with the Coalition in implementing the grant. Phase I Assessments were made at the PPG Plant south of Lone Pine and the Mt. Whitney Fish Hatchery near Independence. A Phase II Assessment for the PPG Plant was completed in early 2014, and the Coalition is working with property owner to develop a clean-up plan and secure clean-up funding. The California Department of Fish and Wildlife has chosen to proceed with an internal Phase II Assessment for the Mount Whitney Fish Hatchery at this time.

The Draft Area Wide Plan was completed in April 2014, and provides a general overview of each Coalition county, including information on each county's history, demographics, physical description, infrastructure, and planning initiatives. The Area Wide Plan also discusses the renewable energy potential for each county, the sites assessed in each respective county, and the redevelopment opportunities for those sites. Finally, the Area Wide Plan proposes planning recommendations specific to the county which can be acted upon to support redevelopment of the assessed properties as well as the measures of success specific to each county.

Additionally, in January 2014, the Board approved of a Letter of Participation confirming Inyo County's intent to participate in the Rural Desert Southwest Brownfields Coalition in 2014 to apply for a US Environmental Protection Agency (EPA) Brownfields Coalition Assessment Grant in the amount of \$600,000.00. On May 29th, 2014, the EPA announced the Brownfields Coalition was awarded the Phase II Brownfields Coalition Assessment Grant, which will allow the coalition to continue moving forward with identifying potential contaminated sites for environmental assessment.

**ALTERNATIVES:** The Board could suggest changes to the Rural Desert Southwest Brownfields Coalition Area Wide Plan.

**OTHER AGENCY INVOLVEMENT:**

US Environmental Protection Agency  
Nye County  
White Pine County  
Esmeralda County  
Lincoln County  
Mineral County  
Additional agencies may be identified through the site selection process.

**FINANCING:**

The grant is being administered by Nye County and BEC Environmental, Inc., which are preparing documents, reports, and assessments under the grant in consultation with the other Coalition counties' staff. Inyo County staff's participation in executing the grant is being absorbed by existing staffing levels and resources with General Fund resources, although travel costs to Coalition meetings and the conferences are reimbursed by the grant.

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6-9-14

**Attachments:**

- Draft Rural Desert Southwest Brownfields Coalition Area Wide Plan Executive Summary, Chapter 1: Coalition, and Chapter 3: Inyo County.



ESMERALDA COUNTY



NYE COUNTY



WHITE PINE COUNTY

# RURAL DESERT SOUTHWEST BROWNFIELDS COALITION

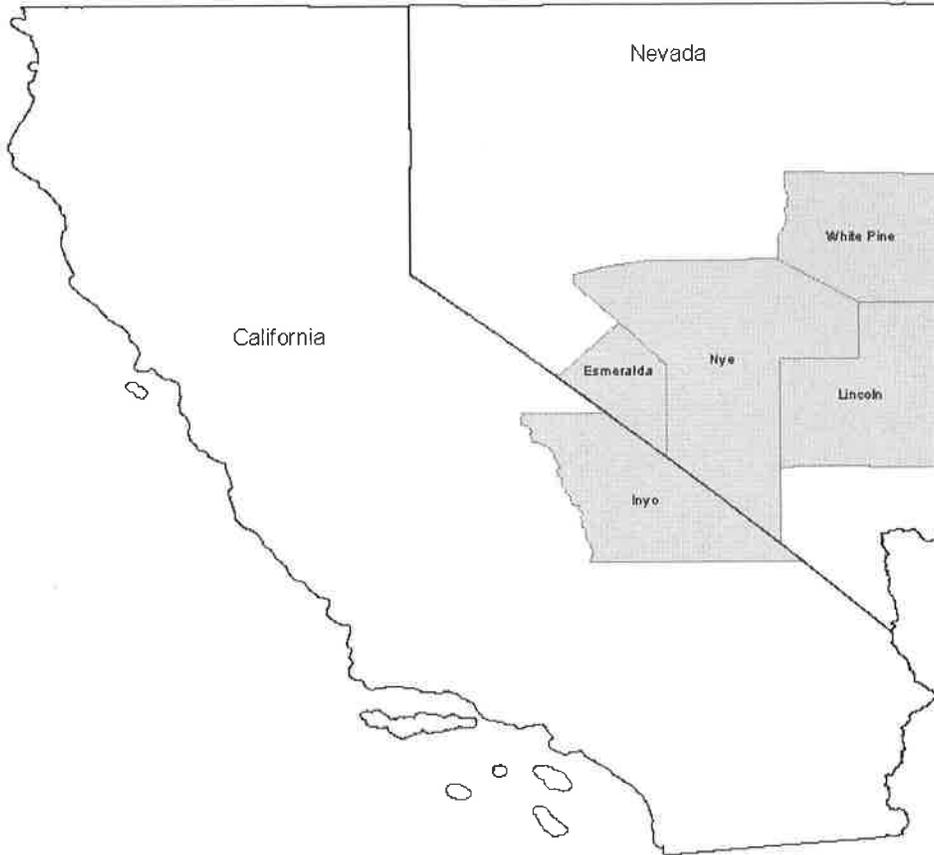


INYO COUNTY

## Area Wide Plan



LINCOLN COUNTY



## Executive Summary

The Area Wide Plan has been developed as part of an Environmental Protection Agency (EPA) Brownfields Assessment grant, which was awarded in 2011 to the Rural Desert Southwest Brownfields Coalition (RDSBC) for \$1,000,000. The purpose of the grant was to identify and assess brownfields across the Coalition area and to conduct area wide planning to support brownfields redevelopment.

The RDSBC includes Esmeralda, Lincoln, Nye, and White Pine Counties in Nevada and Inyo County, California. These counties chose to focus their application on renewable energy development due to the high potential for a variety of renewable energy in the area. The purpose of the RDSBC Area Wide Plan is to evaluate renewable energy applications and other economic and community development opportunities at the brownfields sites and to establish a path towards achieving the identified objectives.

The Plan is divided in seven parts, which include the Coalition section, sections specific to each of the five RDSBC counties, and a section on proposed next steps and measures of success for the RDSBC.

The Coalition section:

- Describes the history, commonalities, and differences between the Coalition members.
- Provides a description of key renewable energy terminology, clean energy policies, planning initiatives, developments pertinent to the counties/Coalition, and potential market considerations.
- Lists properties identified and assessed under the Brownfields Program and identifies proposed redevelopment opportunities.
- Provides Coalition-wide planning recommendations and measures of success.

The county sections serve to expand on the information included in the Coalition section and provide additional information pertinent to future development of the Brownfield sites in each county. The section for each Coalition member county is divided into four parts:

- *Community Description/Overview* provides information on the history, demographics, physical description, infrastructure, and planning initiatives.
- *Renewable Energy Factors* provides a utility table and resource maps.

# RDSBC Member Counties

(hyperlinked):

Esmeralda  
County, Nevada

Inyo County,  
California

Lincoln County,  
Nevada

Nye County,  
Nevada

White Pine  
County, Nevada

- *Brownfields Properties Assessed and Redevelopment Opportunities* describes the sites assessed in each respective county and the redevelopment opportunities for those sites.
- *Next Steps and Measures of Success* proposes planning recommendations specific to the county which can be acted upon to support redevelopment of the assessed properties as well as the measures of success specific to each county.

Under the EPA Brownfields Grant, the RDSBC developed an Outreach Plan; the final Outreach Plan is expected to be completed mid-2014. The Outreach Plan provided strategies to be used in engaging the various communities in the brownfields process through education and outreach. The Outreach Plan identified expectations, challenges, goals, objectives, and strategies for each county. Key media outlets in each county were identified along with government agencies and organizations such as colleges, economic development groups, business associations, environmental organizations, and non-profits. These entities were identified because they could be collaborated with during the assessment and redevelopment of sites to promote a holistic approach to site reuse planning. Messaging for each county was developed in order to provide a list of clear and concise talking points that could be provided to the community when discussing brownfields. A copy of the draft Outreach Plan has been provided in Appendix F. Media outlets in the member counties are listed in the draft Outreach Plan and several newspaper articles from listed outlets have been included in Appendix G. The RDSBC plans to continue to work with area newspapers, radio stations, and websites to provide information for articles and stories on the RDSBC's activities and successes.

During the grant cycle, assessments were completed on 31 parcels which were suspected to contain potential contamination from hazardous substances or petroleum products. Phase I Environmental Site Assessments (ESA) were completed on a total of 259.85 acres, with nine properties comprised of 185.32 acres undergoing Phase II ESAs. Properties assessed included a historic baseball park, 19 properties owned by a public utility company, a multi-use building at a high school, and vacant commercial properties. At the time of this report, abatement had occurred at two properties and plans for cleanup and reuse were being developed for a three other sites. As a result of Brownfields assessments, renewable energy projects, both directly and indirectly related to assessed sites, have been pursued by developers. The projects directly related to properties assessed utilizing EPA Brownfields funding include the installation of solar panels on the Nye County Administration buildings in Pahrump, Nevada (also known as the Calvada Eye. Projects indirectly related to the activities and assessments conducted by the RDSBC include a 110 megawatt (MW) solar facility near Tonopah, Nevada which was developed by SolarReserve, a First Solar project in Amargosa Valley, Nevada slated as a 65 MW facility, and a 152 MW wind project near Ely, Nevada. The development of these projects are influential in creating an environment conducive to the RDSBC's regional renewable energy industry mission.

Leveraging of resources and activities has been an important part of the RDSBC, as it has allowed for member counties to coordinate and pool resources for maximum benefits. Several ways in which projects have been leveraged include:

- The development of an institutional control that can be applied to tax foreclosed properties in the Nevada counties. Inyo County, California used this institutional control as the basis for the preliminary development of a similar control for potential brownfields.
- White Pine County completed a Renewable Energy Feasibility Study through the use of a Department of Energy grant. This study included a focus on renewable energy resources available in the county but also included a market assessment that can be utilized by the other Nevada counties to evaluate energy development opportunities.
- The Nevada members of the RDSBC applied for and was awarded an EPA Revolving Loan Fund (RLF) grant, which will be used to cleanup brownfields sites. Inyo County did not join the

Nevada Rural Brownfields Partnership due to the fact that they can pursue cleanup funds under a California revolving loan fund.

- The RDSBC applied for additional funding in 2014 to continue their assessment program. The Six-County application included the addition of Mineral County, Nevada, and identified other economic development target areas, such as innovative, water-efficient agricultural projects.
- Nye County was awarded an EPA grant for Environmental Workforce Development and Job Training and is exploring opportunities to expand the program to benefit the other Coalition members. This program trains individuals for job opportunities in brownfields assessment and cleanup, renewable energy occupations, and other green jobs.

Each county in the RDSBC has a unique environment which allows for a variety of renewable energy potential. Potential for renewable energy development is outlined for each county under the Renewable Energy Factors section. These sections also includes resource maps which were developed for the RDSBC and which show areas with renewable energy potential in four sectors as well as the transmission status of the county. The types of renewable energy development studied include solar, wind, geothermal, and biomass production.

- Solar energy development potential using photovoltaic (PV) and/or concentrating solar power (CSP) technologies is present in all counties of the RDSBC due to the high amount of kilowatt hours per meter squared per day of solar energy in the region. Several solar energy projects have already been developed or proposed throughout the RDSBC.
- Wind energy is most viable in Lincoln and Inyo Counties. While Inyo County is not actively pursuing wind development at this time, Lincoln County has four proposed wind energy projects. The other counties have wind energy development potential in concentrated areas. In fact, White Pine County is home to the 152 MW Spring Valley Wind project.
- Inyo County tapped into their geothermal resources in 1984 with the opening of the Coso Geothermal project. Esmeralda County also has identified up to 208 MW of geothermal potential, and Lincoln County has potential to develop geothermal resources near Caliente, Nevada, with the town expressing interest in tapping into the resource.
- Biomass is available in all five of the RDSBC member counties, with Lincoln County most actively pursuing the utilization of biomass resources. The region's biomass resources are generally in the form of pinyon juniper and other evergreen and deciduous forests.

The RDSBC has developed this Area Wide Plan to serve as a guide for future redevelopment of brownfields sites, not only for renewable energy development but also as a way to invest in the communities in which brownfields are located. Employment opportunities and infrastructure investment projects are one way to aid in the growth and stability of the local economies. Such projects, which are either proposed or underway, include the construction of electric vehicle recharging stations and infrastructure, the promotion of the indoor agriculture industry, support for research and development opportunities associated with unmanned aerial vehicles, construction of a medical manufacturing facility, and the renovation and preservation of historic sites and structures. Another important aspect of community growth is the availability of community facilities and open space projects. Brownfields sites, such as the McGill Ball Park in White Pine County, the Pahranaagat High School Multi-Use Building in Lincoln County, and the Mt. Whitney Fish Hatchery in Inyo County, are all examples of community facilities which have been assessed and have either been remediated or have plans for remediation to serve the communities in which they are located.

Moving forward, the RDSBC plans to continue to assist in the cleanup of brownfields sites through collaboration with the Nevada Rural Brownfields Partnership RLF and coordination with property owners in Inyo County to utilize available California Brownfields RLF Program. Cleanup and reuse plans are planned for sites in Esmeralda, Nye, Inyo, and White Pine Counties, with an assessed property in Lincoln

County already having been abated. The RDSBC will continue to coordinate with property owners throughout the site selection, assessment, and remediation process. Coordination will also continue with the Environmental Protection Agency, Bureau of Land Management, California Department of Fish and Game, California Department of Toxic Substances Control, Nevada Division of Environmental Protection, and other agencies that may be involved with the assessment and redevelopment of potential sites across the region. During reuse and redevelopment planning, County planning documents will be used in order to guide the projects in such a way as to provide the maximum redevelopment potential for the county. In order to allow for the continued tracking of progress, a blank Measures of Success table has been provided in Appendix A.

*The red, underlined text throughout the Plan is hyperlinked, as in the list of RDSBC Member Counties on page 1. A list of the links used is included in Appendix B for reference.*

# 1 Coalition

## 1.1 Description/Overview

The Rural Desert Southwest Brownfields Coalition (RDSBC) is comprised of five counties in two states, including Esmeralda, Lincoln, Nye, and White Pine Counties in Nevada and Inyo County in California. The Coalition area includes a total of 51,454 square miles of land (U.S. Census Bureau, 2012) and has a total population of 78,650 (U.S. Census Bureau, 2010a).

### 1.1.1 History

In 2002, Nye County participated in the Environmental Protection Agency (EPA) Brownfields Assessment Pilot Program. This was followed by an award in 2005 for an assessment grant for sites potentially containing hazardous substances or petroleum. The success of these programs led to the formation of the RDSBC, and the 2011 EPA grant award for further assessment work in the member counties. Twenty-seven properties in Nye County were assessed under the cooperative agreements for these grants. The county leveraged its involvement in brownfields to work closely with the Nevada Division of Environmental Protection (NDEP) and the Nevada State Legislature to assist in developing state-wide regulations for regulatory oversight and cleanup of methamphetamine laboratories. Sites assessed included: three rural airports; a former commercial site which was redeveloped as the Nye County Administration offices in Pahrump, Nevada; a habitat trail area; and a former motel which was demolished and redeveloped as an Emergency Services Center and community park.

The initial assessment grant led to the identification of the former Barrick Bullfrog Gold Mine as a pilot site for the Mine-Scarred Lands Initiative (MSLI). Participation in the MSLI led to the characterization of solar resources in Nye County, and the targeting of renewable energy development as an economic diversification strategy for the county. Following the presentation of the Barrick Bullfrog Gold Mine (a brownfields pilot project) at the National Brownfields Conference in 2006, Nye County began to receive increasing interest from solar developers. Since 2007, Nye County has incorporated renewable energy development into its economic planning documents, held seven renewable energy workshops, received congressionally directed funds to evaluate the feasibility of renewable energy in the county, entered into a Memorandum of Understanding (MOU) with the four Bureau of Land Management (BLM) district offices to coordinate renewable energy-related rights of way across public lands in the county, and executed an agreement with Esmeralda and Inyo Counties to work cooperatively to support a regional renewable energy industry.

Nye, Esmeralda, and Inyo Counties expanded their partnership by inviting Lincoln and White Pine Counties to join in forming the RDSBC in Fall 2010. These five counties developed the RDSBC to apply for an EPA Brownfields Coalition Assessment grant, for which Nye County served as the lead applicant. Appendix C includes copies of the letters from the project partners to Nye County agreeing to participate in the RDSBC. The purpose of the coalition was to assess brownfields sites and engage in high-level planning activities to redevelop brownfields, particularly those along existing and potential renewable energy and transmission corridors. The EPA selected the Coalition's application for funding in mid-2011. The Coalition members subsequently entered into a formal Memorandum of Agreement (MOA) in August 2011 (see Appendix C).

The RDSBC held an initial planning meeting on September 16, 2011, to review the Brownfields Program, Nye County's past involvement in the EPA and State Brownfields Programs, and the proposed RDSBC project activities. The RDSBC assessment and planning project officially commenced on October 1, 2011.

The Coalition meets on a quarterly basis to review completed activities and next steps. Quarterly meetings have been held on the following dates (agendas/minutes are included in Appendix D):

- September 16, 2011
- November 22, 2011
- January 20, 2012
- April 20, 2012
- July 20, 2012
- October 19, 2012
- February 1, 2013
- April 19, 2013
- July 19, 2013
- October 11, 2013
- January 17, 2014
- April 25, 2014

Additional quarterly meetings are anticipated after publication of this report through, at a minimum, the end of the grant award period.

### 1.1.2 Demographics

Table 1 presents demographic information for the RDSBC member counties and is intended to provide baseline data to track socioeconomic improvements in the region in the future. As of the 2010 Census, the Coalition had a total land area 51,453.53 square miles spanning from the eastern Nevada border into California. Nye County was the largest of the RDSBC Counties by area and population. Nye County's population of 43,946 people was greater than the combined total for Esmeralda (783), Inyo (18,546), Lincoln (5,345), and White Pine (10,030) totaling 34,704 people. Inyo County had the largest minority population at 25.9 percent of the Coalition, which was 10.3 percent more than Esmeralda County, the county with the second highest population classified as a minority at 15.6 percent. The average age of the Coalition population was 45.5 years, with an average household size of 2.32 people.

The national unemployment rate, according to the BLS for 2011, was 8.9 percent. In 2011, Nye (16.5%), Lincoln (13.7%), and Inyo (9.9%) had a higher unemployment rate than the national rate. The unemployment rate in August 2010 compared to the 2011 annual rate in Esmeralda, Nye, and White Pine Counties was higher by 1.7 percent, 0.7 percent, and 0.2 percent, respectively. The 2011 annual unemployment rate was greater than the August 2010 rate for both Inyo and Lincoln, which recorded increases in unemployment by 0.5 and 0.9 percent, respectively. The average unemployment rate for the Coalition (10.9%) was also greater than the national rate for 2011.

Nye County (18.9%) and White Pine County (15.5%) had a greater poverty rate than the national average of 13.8 percent, according to the 2010 ACS 5-year Estimates. Each county's population had at least an 81 percent high school or equivalent level of education, with Inyo County having the highest rate of high school graduates among the Coalition members and a higher rate than the national percentage. At least 20 percent of Esmeralda and Inyo Counties' population had a bachelor's degree or higher, while only 10.5 percent of Nye County's population had attained that level of education. Esmeralda (\$34,571 per year) and Inyo (\$26,762 per year) also had the highest per capita income, and Lincoln County (\$21,310 per year) had the lowest.

Table 1. RDSBC Coalition Demographics

Subject	Esmeralda	Inyo	Lincoln	Nye	White Pine	Coalition
Land Area (sq. mi.) <sup>1</sup>	3,581.88	10,180.88	10,633.20	18,181.92	8,875.65	51,453.53
Population <sup>1</sup>	783	18,546	5,345	43,946	10,030	78,650
Median Age (Yrs) <sup>1</sup>	52.9	45.6	39.9	48.4	40.8	45.5
16 Years and Older <sup>1</sup>	84.9%	81.6%	77.5%	82.1%	81.0%	81.4%
65 Years and Older <sup>1</sup>	25.8%	19.1%	18.1%	23.4%	14.9%	20.3%
Percent Minority <sup>1</sup>	15.6%	25.9%	8.9%	14.1%	14.5%	15.8%
Average Household Size <sup>1</sup>	2.01	2.25	2.57	2.42	2.37	2.32
Unemployment <sup>2</sup>	6.20%	9.9%	13.7%	16.5%	8.4%	10.9%
Per Capita Personal Income <sup>3</sup>	\$37,683	\$37,124	\$21,310	\$31,349	\$36,940	\$32,881
Median Household Income <sup>4</sup>	\$27,500	\$45,000	\$39,293	\$33,547	\$39,150	\$46,505
Poverty Rate (Persons) <sup>5</sup>	11.2%	11.9%	10.6%	18.9%	15.5%	13.6%
High School Graduate <sup>6</sup>	84.1%	88.6%	83.0%	81.7%	83.8%	84.2%
Bachelor's Degree or Higher <sup>6</sup>	21.1%	20.9%	15.8%	10.5%	13.4%	16.3%

<sup>1</sup>U.S. Census Bureau, 2010 Census, 2010.

<sup>2</sup>BLS, LAUS, "Labor Force Data by County, 2011 Annual Average," 2012.

<sup>3</sup>BEA, 2010 Bearfacts, 2012.

<sup>4</sup>U.S. Census Bureau, 2012 Estimates.

<sup>5</sup>U.S. Census Bureau, 2006-2010 ACS 5-year Estimates, 2006-2010b.

<sup>6</sup>U.S. Census Bureau, 2006-2010 ACS 5-year Estimates, 2006-2010a.

## 1.2 Renewable Energy Factors

The Nevada economic development plan, "Moving Nevada Forward", identified the "New Clean Energy Frontier," as a targeted industry because of its tremendous potential for growth in the following areas(State of Nevada Governor's Office of Economic Development, 2012):

1. Manufacturing renewable components
2. Expanding transmission capacity
3. Advancing and internationalizing geothermal development
4. Upgrading energy efficiency technologies

The California plan, "An Economic Growth and Competitiveness Agenda for California," also focused on the "Clean Economy" as a path for economic development. The "Clean Economy" encompasses "that sector that produces all goods and services with an environmental benefit"(State of California, 2011).

The RDSBC Counties have expressed an interest in the clean energy economy and have formed this partnership in order to identify opportunities to bolster their individual and collective economies to support redevelopment of blighted and/or potentially contaminated properties with renewable energy installations, energy efficient technologies, and other "clean economy" projects.

### 1.2.1 Clean Energy Resources and Technologies

Several forms of renewable energy are abundant within the RDSBC footprint.

**Solar** energy comes in two common forms: Photovoltaic (PV) and solar thermal. PV technology utilizes specially designed materials to absorb light energy from the sun's rays and convert it directly to electricity while consuming little water (to wash/maintain equipment). Solar thermal technologies capture and absorb heat energy from the sun and utilize the heat to create steam to run turbines, which generate electricity. Solar thermally produced energy is considered "clean" because it avoids combustion of fossil fuels which release green house gasses; however, most solar thermal technologies require large quantities of water.

Historically, **wind** energy captured by small wind mills powered water pumps to fill livestock tanks in remote locations. The new wind industry utilizes turbines of different sizes positioned at various heights to generate electricity for small and large scale applications.

**Geothermal** energy is produced when hot ground water and steam are pumped to the surface and used to run turbines to generate electricity. Geothermal energy is sought after by utilities and transmission operators because it provides dependable and consistent base load energy, as opposed to intermittent energy like that produced by solar and wind resources. Alternatively, shallow pools of water of a consistent temperature may be used to heat and cool buildings equipped with energy-efficient ground-source heat pumps.

Water power in the form of **hydroelectric** generation may be available where streams can be tapped to run turbines. This type of energy is particularly useful as it can be quickly stopped and started again as demand fluctuates. Although large scale hydroelectric generation would entail extraordinarily robust permitting in the arid southwest making it a less feasible option, micro-hydroelectric generation may be a viable option for smaller scale needs.

Energy **storage** and **regulation energy management** technologies are necessary for the deployment of large amounts of intermittent energy. These technologies offer a means of regulating and balancing the electrical grid over which energy flows from point of generation to point of use. Utilities and regulators have not yet determined how to value the ancillary services these projects provide to transmission operators; however, the California Energy Commission has issued a mandate for the first 50 **Megawatts** (MW) of energy storage signaling the start of this new industry.

**Biomass** (plant materials and materials from animal, construction, and food industry waste) may be used to produce **biofuel**, a fuel considered cleaner than petroleum and diesel alternatives by advocates because it is carbon neutral. Some environmentalists argue that use of biofuels harms the environment when material is grown on plantations cleared for biofuel producing crops. White Pine County recently completed a review of the biomass resource potential available from the control of pinyon and juniper on federally managed land in the county. Pinyon and juniper are considered invasive species that have contributed to increased fire danger and decreased critical habitat for the greater sage grouse and other species (US Fish and Wildlife Service, 2012). A copy of the *Pinyon-Juniper Biomass Assessment for White Pine County* is available in the *White Pine County Renewable Energy Resource Assessments and Feasibility Study Report* on the RDSBC website.

### 1.2.2 Energy Terms and Organization of the Power Industry

Electricity is measured in **watts**. A one hundred-watt light bulb requires an energy source capable of producing and delivering 100 watts of energy. If ten 100-watt bulbs remain lit for an hour, they use one **kilowatt-hour** (kWh) of electricity. Facility scale energy generation is typically measured in kilowatts (kW). Utility scale generation is measured in MW, where one MW equals one thousand kW. Electricity may be delivered at various capacities described as **voltage**. **Distribution lines** transmit electricity utilizing an **Alternating Current** (AC) at a lower voltage (less than 69 kilovolts - kV) than high voltage **transmission lines**. Higher voltages allow for decreased energy loss or line loss over long distances.

Very long distance transmission of electricity may utilize **Direct Current (DC)**, which always flows in the same direction to further help reduce line loss. The **electrical grid** is made up of hundreds of lines, which interconnect with **substations** where switches and transformers adjust voltage up or down and distribute the energy where it is needed. Interconnecting with high voltage or DC lines is substantially more costly than interconnecting with lower voltage AC transmission lines, or even smaller distribution lines. Utilities refer to the point of energy use as the **load**. Utilities that deliver energy to customers are called **load-serving utilities**. Other entities who participate in the process include electricity generating companies and transmission owners and operators.

**Investor-Owned Utilities (IOUs)** are private companies like Southern California Edison (SCE) and NV Energy which are owned by stockholders. **Municipal Utilities** and **Publicly-Owned Utilities (POUs)** are owned and operated by a local jurisdiction like Los Angeles Department of Water and Power (LADWP). A third type of load-serving utility, a **power district**, is created and administered by a municipality or county through collection of special assessments. The Lincoln County Power District (LCPD) and irrigation districts are examples of this type of utility. Rural **electric cooperatives** form when individuals organize a non-profit utility for the purpose of distributing energy to its members. Co-op members determine policies and set prices. Valley Electric Association (VEA) and Mt. Wheeler Power are examples of rural electric cooperatives. Ten publicly-owned electric utilities comprise the Nevada Rural Electric Association which provides lobbying, education, information, and community outreach programs for its utility members. There are no publicly-owned electric distribution utilities in Inyo County.

The ownership of the utility determines how it is regulated and/or governed. For example, in Nevada, only NV Energy is regulated by the Public Utilities Commission of Nevada (PUCN). Rural electric cooperatives and power districts are not. IOUs operate in accordance with their **tariff**, a document which includes a rate schedule approved by the responsible regulatory agency.

### 1.2.3 State Energy Policies

In the absence of a federal energy policy mandating a certain level of renewable energy procurement by load-serving entities, some states have adopted their own renewable energy mandates called **Renewable Portfolio Standards (RPSs)**.

California Senate Bill (SB) X1-2, passed on March 29, 2011, codified California's 33 percent RPS by 2020 goal and applied the mandate to all electricity retailers in the state including POUs, IOUs, electricity service providers and **community choice aggregators (CCAs)**. California allows cities and counties or groups of cities and counties to supply electricity to customers within their borders; but unlike municipal utilities, CCAs do not own the transmission and delivery infrastructure. The California law sets interim goals of 20 percent by 2013 and 25 percent by 2016. In the state of California, RPS compliance is measured in terms of procurement as a percent of retail sales. SB X1-2 created the framework the California Energy Commission uses to determine if a specific electricity product is eligible as a renewable resource. SB X1-2 defined three portfolio categories known as "buckets." The buckets are distinguished from each other by geographic area, type of resource, and first point of interconnection. The percentage of resources from each bucket adjusts as the year 2020 approaches, giving preference to resources in "Bucket 1," or those that are located in California or near the California border. In order for out-of-state resources to be competitive with California products, they must be eligible for "Bucket 1," having their first point of interconnection with a California balancing area or distribution facility serving California customers.

While California law requires all load-serving entities to comply with the State's RPS, Nevada's mandate only applies to the IOU, NV Energy. Nevada Revised Statutes (NRS) 704.7808 defines the entities to which the RPS is and is not applicable. For calendar year 2011, Nevada RPS required not less than 15 percent of electricity sold to Nevada customers come from renewable energy resources and not less than

five percent of that amount had to be acquired from solar resources. The utility could satisfy up to 50 percent of the mandate through energy efficiency measures installed by residential customers (NRS 704.7821 (2)(b)). Energy efficiency measures are sometimes referred to as **Demand Side Management** by the utility industry. The Nevada RPS is set to increase to 18 percent in 2013 and 2014, 20 percent for the years 2015 through 2019, 22 percent for the years 2020 through 2024, and 25 percent for 2025 and beyond. According to the Portfolio Standard Annual Report, Compliance Year 2011, NV Energy successfully met the 2011 RPS requirements (NV Energy, 2012). Additionally, during the 2013 Nevada Legislative session, Nevada passed SB 123 (Atkinson, 2013) which mandated the State's only IOU, NV Energy (formerly Sierra Pacific Power Company and Nevada Power Company), purchase an additional 300 MW from renewable resources, although regulations have not yet been written and the interpretation of this new law is being debated in an Investigatory and Rule Making PUCN Docket (State of Nevada Public Utilities Commission, 2013). A National Renewable Energy Laboratory (NREL) report stated, "Historical trends in population, [gross domestic product] GDP, and per-unit electricity consumption suggest that retail sales (in Nevada) could rise 23 percent from 2011 to 2025, reaching a projected total of 43.6 [terrawatt-hours] TWh, taking into account energy efficiency improvement consistent with state requirements... suggests the demand for renewable energy related to the RPS will most likely be between 5.6 TWh and 6.6 TWh in 2025... and 2.1 TWh to 3.1 TWh will still be needed by 2025 to meet RPS requirements" (Hurlbut, 2013, pp. 55 - 58).

Nearly half of Nevada's renewable energy comes from geothermal resources. The vast majority of the rest of Nevada's in-service renewable energy comes from the Western Area Power Authority Hoover Dam hydroelectric plant which also supplies electricity to Arizona and California. Solar, wind, and biomass make up the balance of Nevada's renewable portfolio. An NREL report advised Nevada had the country's largest untapped geothermal resources, and estimated Nevada rural areas were capable of producing 8,614,454 Gigawatt-hours (GWh) of electricity from PV resources. This same report stated Nevada had potential wind resources along ridgelines across the state (Anthony Lopez, 2012). See Section 3 for more information about the renewable resources specific to White Pine County.

Eighty-seven percent of lands in Nevada are federally managed. Included in these lands are identified environmentally sensitive areas like Areas of Critical Environmental Concern (ACECs), protected wilderness, designated wild and scenic rivers, and critical wildlife conservation areas closely protected by the responsible federal agencies. Permitting a project in one of these areas could be highly controversial, limited by law, or even prohibited.

The Natural Resources Defense Council maintains an interactive mapping tool on the Google Earth platform to enable renewable energy developers to identify areas where renewable energy sources may conflict with preserving wildlife and wildlands in the western United States (Natural Resources Defense Council, 2009).

In 2010, the Department of Energy (DOE) awarded a \$3 Million grant to western state wildlife agencies to launch a regional pilot project to improve coordination across political jurisdiction, inventory data, improve data development and management, and increase data sharing to enable identification of crucial habitat and corridors across the West. The Western Governors' Association Wildlife Council subsequently created and launched the Western Wildlife Crucial Habitat Assessment Tool (CHAT) for public release in December 2013 (Western Governors' Association Wildlife Council, 2013). According to the CHAT Website, "While not intended for project-level approval, CHAT is designed to reduce conflicts and surprises while ensuring wildlife values are better incorporated into land use decision-making, as well as large-scale conservation projects." Local government and developers alike, may find CHAT a useful screening tool.

Characteristic of western states, Nevada is a place where there are basically four markets for renewable generation:

1. Renewable generation purposefully procured (through investment in a capital project or a long-term power contract) for the resident utility's resource portfolio.
2. Renewable generation purchased by a utility as required by federal law (Public Utilities Regulatory Policy Act - PURPA) from non-utility merchant generators at Qualifying Facility (QF) avoided-cost rates.
3. Renewable generation sold and delivered to a remote utility, including an out-of-state utility, to meet its solar portfolio needs.
4. Renewable generation developed through a third party agreement or by the customer, for use directly on-site, according to regulated utility guidelines, usually including net metering and sometimes including a sale of renewable energy credits (RECs)—in Nevada, called Portfolio Credits (PCs).

#### 1.2.4 Industry Opportunities

Load-serving utilities obtain power from generation facilities they own and operate or through **power purchase agreements (PPAs)**. A PPA is a contract between an independent power producer and an electric utility which sets forth the terms and conditions under which power is generated and purchased. Utilities may use a competitive bid process by periodically releasing a Request for Proposals (RFP). Many utilities use the RFP/PPA process to comply with a state RPS. Currently, the best market for new renewable energy products is southern California. Developers from as far away as Canada and Wyoming are proposing generation and transmission projects in hopes of obtaining a market share in the area. Projects in the RDSBC footprint must compete with these projects, but California law clearly sets precedence for preferring regionally produced power.

Concurrent with obtaining a PPA, a developer must apply for and be granted an interconnection agreement with a transmission provider. A common constraint to utility scale renewable energy development is lack of existing transmission capacity. The **Federal Energy Regulatory Commission (FERC)** facilitates development of transmission projects on a regional scale through its Order 1000, which mandates regional transmission planning and requires costs be allocated to entities benefitting from a transmission project. Regional transmission coordination groups, such as the **Western Electricity Coordinating Council (WECC)** will begin implementing planning measures in compliance with Order 1000 in the fall of 2012. NV Energy participates in two of WECC's subregional transmission planning groups: **Sierra Subregional Planning Group** and **Southwest Area Transmission**. These and other subregional groups conduct transmission planning activities including scenario planning. These utilities may also participate in **WestConnect**, a regional planning and advocacy organization whose footprint includes all of Nevada and portions of northern and the extreme southern part of California. Results from the subregional transmission planning studies are fed to WECC's **Transmission Expansion Planning Policy Committee** for analysis and interconnection-wide implications (reliability, cost, and emissions). Based on recommendations of Transmission Expansion Planning Policy Committee, WECC produces an annual planning list of high and medium importance proposed transmission projects. The **California Transmission Planning Group (CTPG)** was created to coordinate transmission planning conducted by the **California Independent System Operator (CAISO)** with other California utilities and regional planning groups.

Long distance, high voltage transmission lines take many years to permit and construct. In the interim, there may be a preference for smaller-scale (less than 20 MW) projects which use existing transmission capacity. Small-scale installations may either provide a source of **distributed generation (DG)** for the utility or they may be **net-metered**. A DG system is located on a utility's distribution system and is capable of meeting local (substation level) peak loads. DG is attractive to utilities because this energy

may displace the need to build additional local distribution lines. California energy policy mandates a significant percentage of the RPS be achieved through implementation of 12,000 MW of DG.

Net-metering enables customers to generate their own on-site renewable energy to offset their energy consumption and may be referred to as **Behind the Meter** generation. Energy consumers who produce their own energy may be able to take their facility “off the grid” for some or all of the day and avoid drawing power from the utility during peak times thus further reducing the power bill for the facility. At times when generation exceeds the energy demand of the facility, the electric meter turns backwards, enabling customers to receive retail prices for the excess electricity they generate. In some markets, a **feed-in tariff** (FIT) policy may require utilities to guarantee payments in dollars per kWh for the full output of a generation system for a guaranteed period of time—usually 15 to 20 years. The rate set by the FIT is meant to provide a reasonable rate of return over the duration of the contract. A FIT policy may enable developers to secure financing more readily since the rate of return is known. California and Nevada policies allow IOUs to use net-metering for systems of 1,000 kW or less (Database of State Incentives for Renewables & Efficiency - DSIRE). Los Angeles adopted a FIT policy, and LADWP has just completed its first procurement cycle using a FIT. Nevada law enables NV Energy to use net-metering agreements to comply with the Nevada State RPS (NRS 704.766 to 704.775, inclusive). According to FIT proponents, a FIT provides a strong incentive for small-scale installations like rooftop solar. Opponents of a FIT warn that ratepayers may become saddled with expensive power when the price of natural gas is low.

POUs set their own net-metering policies. In states or locations where there is no net-metering policy, a second meter may be installed to measure excess electricity that flows back to the utility which then purchases the power for less than the retail rate.

Increasing demand for electricity also increases the demand for renewable energy in areas where an RPS policy is in effect. One promising new technology, **electric vehicles**, could significantly increase demand for electricity and is being considered by electrical grid balancing entities as a future significant electrical grid resource because it would add energy storage capability and positively affect grid stability. Though the market share for electric vehicles is still small relative to traditional gasoline and diesel powered vehicles, the popularity and sales of these vehicles has been increasing in recent years. There are a number of types of electric cars, the most common types being fully electric and plug-in hybrid. Three major barriers prevent the broader acceptance of electric vehicles by consumers: 1) higher initial purchase cost; 2) lack of recharging infrastructure; and 3) the driver’s fear of running out of charge before reaching their destination (referred to as “range anxiety”). Because of the estimated positive affect this technology may have on the grid and for its potential to decrease greenhouse gases, many agencies are pursuing initiatives to address deployment barriers.

Electric vehicle charging stations in the U.S. are classified as follows:

- Level 1 charging stations are 120 volts AC and equivalent to a standard household outlet.
- Level 2 charging stations are 240 volts AC.
- Level 3 charging uses DC from 300 to 600 volts charging and is often referred to as “DC fast charging.”

Level 1 charging stations have the lowest purchase and installation cost; while level 2 stations cost more, and level 3 stations are significantly higher in cost. Charging stations and current-model electric vehicles in the U.S. use a standard plug (SAE J1772) for compatibility among vehicles and charging stations. Electric vehicle charging occurs most often at home, with workplace charging the next most common, and charging at a commercial facility or public charging station being the least common.

Websites and mobile device applications allow electric vehicle drivers to locate publicly available electric vehicle charging stations. Electric vehicle charging stations can be included in a facility as a benefit to employees for workplace charging or as a marketing tool to have the facility included and “on the map” on electric vehicle charging station websites and mobile applications. For retrofitted installations, a large portion of the cost of installing a charging station is in the electrical and site work required, so if installation can take place during initial site construction or during major improvements or remodeling, the total cost of installation can be reduced.

Electric vehicles and charging stations are a rapidly changing technology. While there are currently only a handful of electric cars available to consumers, numerous car companies have electric vehicle models slated for production in the coming years. Additionally, advances in electric vehicle battery and recharging technology will likely continue to provide for ever longer battery range and faster charging. Tesla Motor Company recently announced plans to construct a nationwide network of rapid charging stations (Tesla Motors, 2014). GoE3 plans a west coast to east coast expansion network of its rapid charging stations to be added to existing fuel stations, shopping malls, hotel/motels, and other locations where a 20 to 45 minute recharge might be appealing to EV travelers (GoE3, 2013).

Expansion of the clean energy industry in the southwestern region also increases the need for industry **supply chain components**. Manufacturing opportunities exist in areas where there is sufficient infrastructure and access to transportation to support this type of activity.

### 1.2.5 Planning Tools and Resources

EPA and partnering entities, such as NREL, have developed a variety of tools to allow property owners, communities, developers, and the public at large to evaluate the potential for renewable energy development at brownfields sites. These resources include screening and decision-making trees for solar and wind development that provide “a step-by-step decision process emphasizing redevelopment of potentially contaminated sites, underutilized sites, or rooftops.” EPA and NREL also developed two interactive mapping tools (one for the United States and one specifically for California) using the Google Earth platform that enables users to locate contaminated or potentially contaminated properties and mine sites that have been pre-screened for renewable energy technology utilization.

Other resources available to local governments to assist in the planning process for renewable energy developments and programs in their communities include (hyperlinked documents provide access to free download, all links to hyperlinked documents are included in Appendix B):

- [Handbook on Siting Renewable Energy Projects While Addressing Environmental Issues](#), EPA’s Office of Solid Waste and Emergency Response’s Center for Program Analysis.
- [Cultivating Green Energy on Brownfields: A Nuts and Bolts Primer for Local Government](#), National Association of Local Government Environmental Professionals, January 2012.
- [Solar Powering Your Community: A Guide for Local Governments, Second Edition](#), Solar America Communities, January 2011.
- [Local CLEAN Program Guide](#). According to the Clean Coalition website, “The Clean Coalition created the Guide to help communities and local utilities evaluate, design, and enact CLEAN Programs based on best practices. The Guide is comprised of seven modules that will step readers through the process of designing and enacting successful CLEAN Programs at the local level.”

## Renewable Energy Redevelopment of Brownfields

Screening Tools  
(*hyperlinked*):

Solar Photovoltaic  
Decision Tree

Wind Energy Decision  
Tree

Google Earth  
Interactive Tools  
(*hyperlinked*):

RE-Powering  
America’s Land:  
Siting Renewable  
Energy on Potentially  
Contaminated Land  
and Mine Sites

Renewable Energy on  
Contaminated Lands in  
California: Renewable  
Energy Siting Tool

## 1.2.6 Utility Table

Table 2. Coalition Load-serving Utility Information

Subject	Esmeralda	Inyo	Lincoln	Nye	White Pine
<b>Load-serving Utility (1)</b>	<b>NV Energy (Sierra Pacific Power)</b>	<b>LADWP - Owens Valley</b>	<b>LCPD</b>	<b>NV Energy (Sierra Pacific Power) - northern Nye County</b>	<b>Mt Wheeler Power (Co-op)</b>
Allows Net-metering	Yes.	Yes, for residential customers who apply for and participate in the Solar Incentive Program.	Yes.	Yes.	Yes.
Purchases Renewable Energy	Yes, NV Energy is currently compliant with Nevada's RPS and has said they have met their mandate for the foreseeable future. With passage of SB123, NV Energy has the option of soliciting 350 MW of additional renewable energy.	Yes, through FIT and large scale PPAs.	Peak demand is 20 MW. Portfolio includes 92% hydroelectric and 8% natural gas.	Yes, NV Energy is currently compliant with Nevada's RPS and has said they have met their mandate for the foreseeable future. With passage of SB123, NV Energy has the option of soliciting 350 MW of additional renewable energy.	Portfolio includes 13% hydro and 87% coal from Utah. They state they have made a significant unrealized investment in geothermal resources.
Incentives for Renewable Energy	RenewableGenerations Program is on hold at the time of this writing pending PUCN review.	Solar Incentive Program participants receive an upfront, lump sum incentive payment.	Rebates for small scale wind and solar installations, HVAC, and heat pumps.	RenewableGenerations Program, but the program is on hold at the time of this writing pending PUCN review.	Rebates for small wind and solar, and net metering
Other Information	10 MW FIT Program allows LADWP to purchase power produced by program participants. (FIT participants may not participate in Solar Incentive Program.)				
Website	<a href="http://www.nvenergy.com">www.nvenergy.com</a>	<a href="http://www.ladwp.com">www.ladwp.com</a>	<a href="http://www.lcpd1.com">www.lcpd1.com</a>	<a href="http://www.nvenergy.com">www.nvenergy.com</a>	<a href="http://www.mwpower.net">www.mwpower.net</a>
Transmission Access	Transmission lines are owned and operated by NV Energy. Transmission access is gained through completion of an interconnect agreement.	Transmission lines are owned and operated by LADWP. Transmission access is gained through completion of an interconnect agreement.	LCPD is working with Southern Nevada Water Authority to develop a 75 mile, double circuit 230 kV line. LCPD has a limited capacity to wheel power to NV Energy.	Transmission lines are owned and operated by NV Energy. Transmission access is gained through completion of an interconnect agreement.	Transmission lines are owned and operated by Mt. Wheeler Power. Transmission access is gained through completion of an interconnect agreement.

Load-serving Utility (2)	VEA - southwestern part of the county	SCE	No other utility	VEA - southwestern part of the county	No other utility
Allows Net-metering	Yes, for 30 kW or smaller hydro, wind, or solar systems.	Yes, Net Energy Metering allows 10 kW or small wind or solar systems.		Yes, for 30 kW or smaller hydro, wind, or solar systems.	
Purchases Renewable Energy	No.	Yes. SCE must comply with California's 33% RPS. Currently, the energy SCE delivers is 21.1% from renewable resources.		No.	
Incentives for Renewable Energy	Solar Water Heating Program - Zero Down and 100% financing plus a 30% Federal Tax Credit for those who qualify.	Cash incentive from \$0.40 to \$4.60 per watt for qualifying electricity generating equipment under SCE's Self Generation Incentive Program.		Solar Water Heating Program - Zero Down and 100% financing plus a 30% Federal Tax Credit for those who qualify.	
Other information		SCE purchases mostly wind and geothermal but has small amounts of solar, small hydro, and biomass in its renewable portfolio.			
Website	<a href="http://www.vea.coop">www.vea.coop</a>	<a href="http://www.sce.com/">http://www.sce.com/</a>		<a href="http://www.vea.coop">www.vea.coop</a>	
Transmission Access	As of January 1, 2012, VEA became a Participating Transmission Operator member of the CAISO. As of this writing, VEA is conducting planning activities for upgrading their transmission system.	Transmission lines are owned and operated by SCE. Transmission access is gained through completion of an interconnect agreement.		As of January 1, 2012, VEA became a Participating Transmission Operator member of the CAISO. As of this writing, VEA is actively permitting a 500 kV line in southern Nye County interconnecting with SCE in Eldorado.	

### **1.2.7 Resource Maps**

Resource Maps, developed in June 2013 for each county, are divided into six sections: Concentrating Solar Power (CSP) resources; PV Solar resources; Geothermal resources; Wind resources; Biomass resources; and Transmission and Land Status. A summary is also included in each map which gives a brief description for each resource type. The Resource Maps were developed as part of the Area Wide Plan, which emphasizes renewable energy development in the RDSBC. The maps are available on the RDSBC website. Each county's Resource Maps highlight areas of potential renewable energy, with gradients from low to high favorability. Resource Maps are shown in Appendix E.

The CSP map is based on Direct Normal Insolation and the PV on solar insolation when panels are facing the optimal direction for each county. The top right map provides an overview of geothermal resources throughout the county. The bottom left and bottom central maps provide an overview of wind power resources at a height of 50 m and biomass resources, respectively. The last map, on the bottom right, provides a summary of existing transmission lines, proposed transmission lines, and land use in the county. The right portion of the Renewable Energy Poster provides a summary of the maps, by resource types, and additional information on the sources used for development of the maps.

As shown in the Resource Maps, counties with a high potential for CSP resources include Inyo County, Nye County, Lincoln County, Esmeralda County, and the southern portion of White Pine County. Southern Nye County, Southern Lincoln County, Inyo County, and Esmeralda County have a mid-level potential for PV Solar Power. Geothermal Power resources are concentrated in Esmeralda County and portions of Inyo, Nye and White Pine Counties. Small sections in each county have potential for Wind Power development, mostly along topographic high points. Biomass Resource potential is present mostly in the form of pinyon and juniper woodlands. Lincoln County is pursuing Biomass resource development the most aggressively; however, Biomass potential is present in all five RDSBC member counties. Transmission and Land Status maps show substations and transmission lines which are existing, under construction, or have been approved for construction. Land status is divided into private, local and state, federal and Indian, and excluded land. This map, when used in conjunction with the Resource Maps, may aid in preliminary siting and planning for renewable energy development.

### **1.3 Community Concerns and Brownfields Properties Assessed**

The RDSBC was formed to address the common concerns of Esmeralda, Inyo, Lincoln, Nye, and White Pine Counties. While each county has its own strengths and weaknesses, they share a common history and vision for the future. Each of the counties has historically based a significant portion of their economy on mining and has dealt firsthand with the cyclical nature of this industry. The ups and downs in their local economies have pushed them to pursue diversification, and the concentration of high quality renewable resources in the area have led them to target the energy industry. However, each county has to balance its desire to grow with the ever present fact that a majority of land within the county is managed by federal entities. These were the primary factors behind the decision to form the RDSBC in order to assess previously disturbed sites where the actual or suspected presence of contamination was hindering development to open up more non-federal land to development and to plan, on a regional scale, for attracting the renewable energy industry to the area.

The Coalition's brownfields concerns center on the available supply and quality of natural resources to support community and economic development. While the RDSBC territory spans 51,454 square miles, only about two percent of the land is not federally managed; leaving only a small portion open to development. Groundwater quality and quantity remain a concern for all the counties, as they reside in the desert Southwest. Previous uses that present potential contamination concerns include industrial-related operations, such as mining and agriculture. While modern mining activity must follow stringent environmental controls, remains of earlier mining activity may result in environmental issues including

hazardous materials and abandoned mine shafts. Additionally, the age of the public and private buildings in the RDSBC area present the potential for lead based paint, asbestos, and underground heating oil tanks. In Nye County, properties assessed under previous grant awards have included, but were not limited to, mining-related sites, a methamphetamine laboratory, property blighted by illegal dumping, and formerly utilized defense sites.

Table 3 provides a list of the properties that have undergone or are currently undergoing Phase I and II Environmental Site Assessments (ESAs) under the RDSBC program. For background information on a site and associated redevelopment opportunities, see the respective county section. The 229.85 acres assessed include one parcel each in Esmeralda and Lincoln, two in Inyo, seven in White Pine, and 22 in Nye. Three of the five parcels in White Pine County form two properties, each consisting of three adjacent parcels. Two adjacent parcels assessed in Nye County also form a single property. While 19 of the parcels assessed in Nye are not adjacent, they do share a single owner and are part of a water utility system. Phase I ESAs were conducted on 216.27 acres and Phase II ESAs were conducted on 155.32 acres. Maps of the RDSBC Brownfield sites are included as Figures 1 and 2.

Table 3. Assessed Sites

Site Name	County	Parcel	Acreage	Contaminant Type	Phase II
Coaldale Junction Truck Stop	Esmeralda	006-161-09	10	Petroleum	✓
Mt. Whitney Fish Hatchery	Inyo	022-070-08-06	40.00	Hazardous/ Petroleum	✓
PPG Industries Bartlett Plant	Inyo	029-100-63	99.95	Hazardous	✓
Pahranagat High School Multi-Use Building	Lincoln	004-101-01	0.06	Hazardous	✓
Mountain Falls Boulevard Gateway	Nye	045-001-19	3.44	Hazardous/ Petroleum	
Mountain Falls Boulevard Gateway	Nye	045-011-23	7.64	Hazardous/ Petroleum	
Manse Tank	Nye	047-041-27	1.00	Hazardous	
Manse Well 1	Nye	047-021-27	0.23	Hazardous	
CAAS Well 2	Nye	047-021-21	0.12	Hazardous	
Well 3	Nye	045-101-62	0.23	Hazardous	
Well 3b	Nye	045-101-61	0.31	Hazardous	
Artesia Water Tank	Nye	043-121-11	0.46	Hazardous	
Well 4	Nye	043-121-13	0.29	Hazardous	
Well 5	Nye	043-062-12	0.22	Hazardous	
Well 6	Nye	045-151-30	0.38	Hazardous	
Bowman Well 7	Nye	045-101-57	0.23	Hazardous	
Bowman Well 8	Nye	045-101-58	0.23	Hazardous	
Bowman Well 9	Nye	045-101-54	0.23	Hazardous	
Pleasant Valley Well 1	Nye	044-561-29	0.11	Hazardous	
Pleasant Valley Tank & Well 2	Nye	044-561-26	0.46	Hazardous	
Sewer Plant 600 k	Nye	045-171-72	4.48	Hazardous	
Future Sewer Site	Nye	045-361-05	39.19	Hazardous	
Artesia Lift Station	Nye	045-171-65	0.24	Hazardous	
Pleasant Valley Lift Station	Nye	044-891-08	0.03	Hazardous	
Burson Ranch Lift Station	Nye	045-551-09	0.01	Hazardous	
Tonopah Airport Fixed Base Operations (FBO) Building	Nye	012-471-03	0.75	Hazardous	✓
Lee Vacant Commercial Property*	White Pine	001-171-06	0.34	Petroleum	✓
Lee Vacant Commercial Property*	White Pine	001-171-07	0.11	Petroleum	✓
Lee Vacant Commercial Property*	White Pine	001-171-05	0.11	Petroleum	✓
McGill Ball Park	White Pine	004-034-01	4.75	Hazardous	✓
McGill Library	White Pine	004-071-02	0.67	Hazardous	TBD

\*The Phase I ESAs for the Lee Vacant Commercial Property were funded directly by White Pine County; however, the Phase II ESAs were completed under the RDSBC program and were funded by EPA.

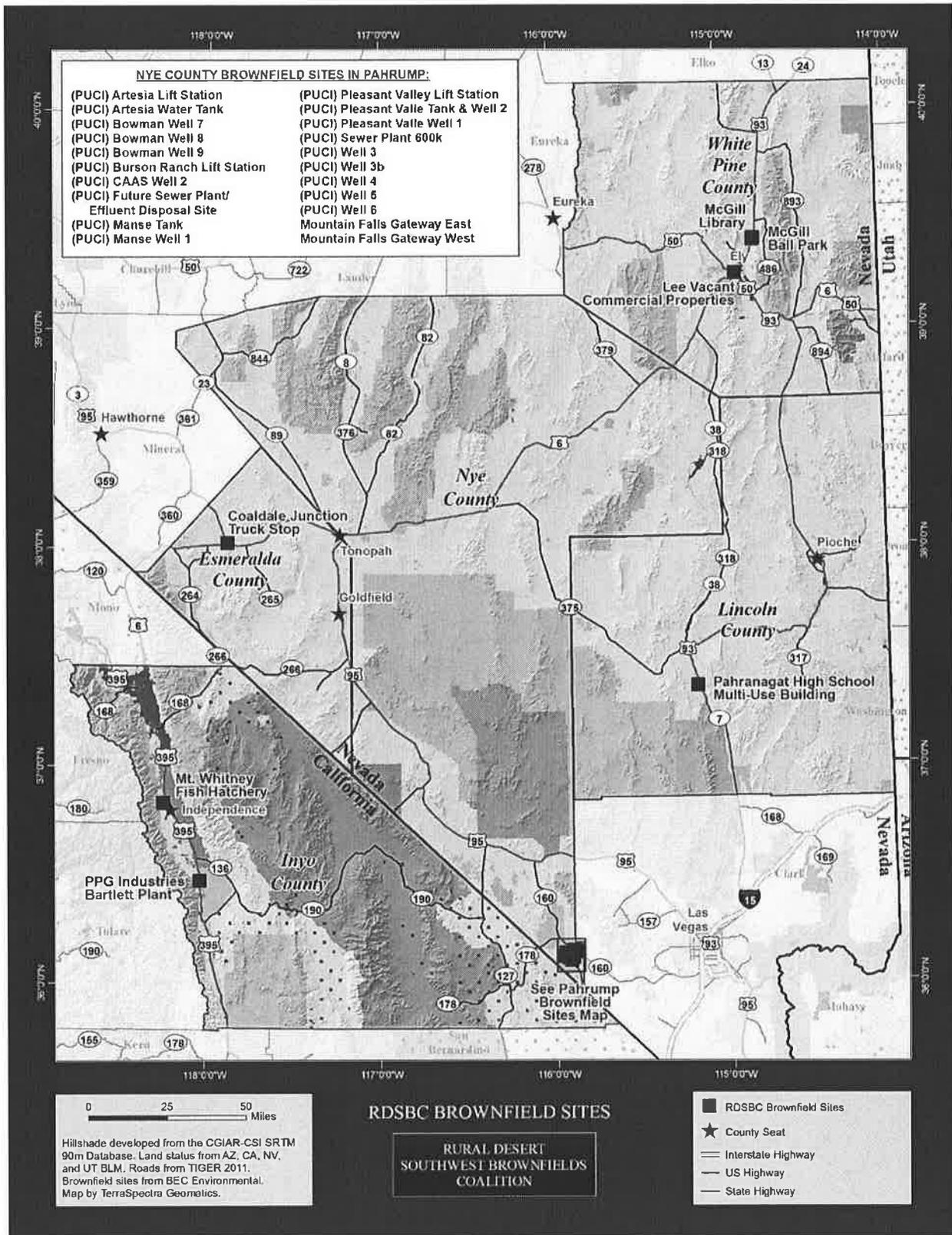


Figure 1. RDSBC Brownfield Sites

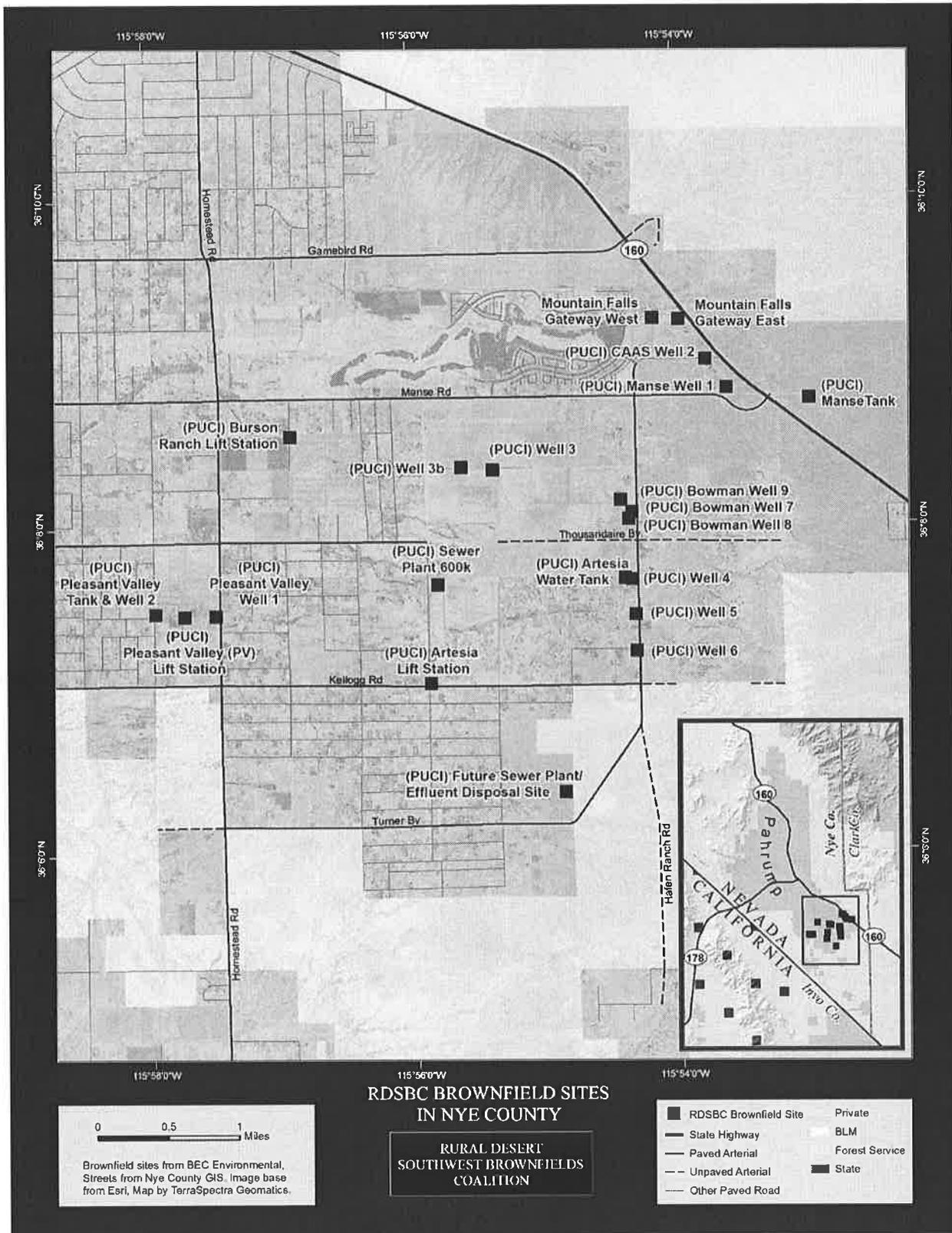


Figure 2. RDSBC Pahrump Brownfield Sites

## 1.4 Program Benefits and Measures of Success

The overarching mission of the RDSBC is to cultivate economic opportunities across the region to revitalize communities hard hit by the economic recession and to build financial security through industry diversification. The RDSBC built this partnership out of a common interest to develop a renewable energy sector and supply chain spanning the five-county region, but the Coalition is fully aware that a single industry will not sustain the local economies. Therefore, the region is pursuing a variety of complementary economically and environmentally sustainable opportunities that will enhance the livability of each community. Renewable energy serves as the cornerstone of the diversification efforts because initial interest in this sector has brought in investments that will help attract other business development opportunities. Among these investments have been upgrades to the local workforce, infrastructure, and community facilities to meet both short-term and long-term economic and community development demands.

The RDSBC's goal is to attract projects and stagger construction activities to utilize a single, trained workforce on multiple renewable energy and other construction projects. Construction activities, particularly in the solar industry, represent substantial employment opportunities, but they typically only last for up to two years. In order to prevent mass influxes of temporary workers into an area and/or spikes in unemployment once construction jobs on a single project are no longer needed, the Coalition is striving to cultivate spheres of development that will utilize a single workforce on projects commencing at various intervals. As part of the workforce planning process, Nye County applied for and was awarded an Environmental Workforce Development and Job Training Grant in 2012 to train residents of Pahrump for occupations in the environmental industry. Targeted employment opportunities for graduates of this program include work on brownfields, renewable energy, and mining projects. Nye County is also coordinating with the other Coalition members to identify opportunities to expand the workforce training program and apply for additional funding to provide training to residents of the other member counties. Without this workforce planning, the communities will face shortages in resources and services, such as housing, education, healthcare, and food supplies for residents located in the Coalition's small, remote rural communities.

There are a number of projects, both inside and outside the renewable energy industry, under consideration that will support this long-term development approach. Several renewable energy-related projects have been proposed, have broken ground, and/or have completed construction in the Coalition territory. These projects are contributing to the cultivation of the regional renewable energy industry and creating sustainable employment opportunities. These projects include:

- Pattern Energy is operating the 152 MW Spring Valley Wind Project outside of Ely, White Pine County, Nevada that began service in August 2012 (Pattern Energy). The facility, which cost \$225 million to construct, is anticipated to provide 13 long-term, full-time operations and maintenance jobs and generate tax revenue for White Pine County and the State of Nevada in excess of \$20 million over 20 years (Bureau of Land Management).
- The One Nevada Transmission Line (ON Line) is a 500 kV transmission project that began service in January 2014. It transects Lincoln, Nye, and White Pine Counties and was developed to connect Nevada's northern and southern transmission infrastructure and support increased capacity for renewable energy projects. The ON Line is part of a larger transmission construction upgrade that connects Idaho and Nevada, called the Southwest Intertie Project.
- The 110 MW, SolarReserve Crescent Dunes Solar Thermal Project, located near Tonopah, Nye County, Nevada, is estimated to have construction costs of \$900 million and over 4,000 direct and indirect jobs. The project was sited to enable use of existing transmission infrastructure formerly utilized by one of the county's legacy mines, the former Anaconda mine. According to the project's website (SolarReserve, LLC. ), "During operations, the project will expend more than

\$10 million per year in salaries and operating costs, and is forecasted to generate \$47 million in total tax revenues through the first 10 years of operation.” The project entered the commissioning phase in December 2013, the last step before the project begins delivering power to NV Energy later in 2014.

- The Sunshine Valley Solar project, a 65 MW solar facility located on private land in Amargosa Valley, Nye County, Nevada, has been proposed by First Solar. The project is expected to create 200 construction jobs with construction and operation planned for 2016.
- Advanced Rail Energy Storage (ARES) has proposed a gravity-based energy storage project with a capacity of 50 MW. The project, located in Nye and Clark Counties in Nevada, will address intermittency issues and is currently in the Plan of Development stage.

Outside of the renewable energy industry, a number of projects have been proposed or are currently underway that can provide employment opportunities and infrastructure investment in the RDSBC communities. Some of these projects include:

- Electric vehicle recharging infrastructure is being proposed along major transportation corridors throughout California and Nevada.
- The indoor agriculture industry is being targeted as a new market opportunity in Nevada by the Governor’s Office of Economic Development.
- Research and development opportunities into unmanned aerial vehicles are being explored across the Nevada counties.
- A medical manufacturing facility is proposed in Inyo County.
- Recent activity in Inyo County centered on renovating older structures and preserving local history and culture, specifically at the former Mt. Wheeler Fish Hatchery and former PPG Industries Bartlett glass manufacturing plant.

Community facility and open space projects are another facet of the Coalition's long-range planning to establish strong, thriving communities. Under previous brownfields projects, Nye County set the stage for this type of community investment through the Beatty Habitat Trails project and the Tonopah Fire Station and Farmer's Market. A number of individuals and organizations were recognized by the U.S. Fish and Wild Service Region 8 for the Beatty Habitat Trails conservation efforts that led to the preservation of the Amargosa Toad (U.S. Fish & Wildlife Service). Additionally, the Former Pink Motel, a dilapidated property along Tonopah's main street contaminated with asbestos containing materials, was torn down and now the site is home to the Town's fire station and emergency services facility, a pocket park, and farmer's market. Other planned and ongoing community facility projects for the brownfields sites under in the RDSBC Program include:

- McGill Ball Park, White Pine County, Nevada
- Pahrnagat High School Multi-Use Building, Lincoln County, Nevada
- Mt. Whitney Fish Hatchery, Inyo County, California
- PPG Industries Bartlett Plant, Inyo County, California - A portion of the plant is planned as an artists' colony and a mural has already been added to the site.
- Pahrump Utilities Company Inc., Nye County Nevada - Assessment of Water Infrastructure in Pahrump, Nye County, Nevada

The following table shows the goals established for the RDSBC and the measures of success achieved under this grant award.

Table 4. RDSBC Measures of Success

Measures	FY2011 Goal	FY2011 Actual
Site lists	2	2
Site eligibility forms completed (by parcel)	20	31
ACRES Forms (by parcel)	20	31
Phase I ESAs (by parcel)	20	31
Property Fact Sheets (by parcel)	20	31
Sampling and Analysis Plans (by parcel)	5	10
Phase II ESAs (by parcel)	5	6
Parcels not requiring cleanup activity	N/A	24
Proposed cleanup and redevelopment action (by parcel and acreage)	5 parcels	5 parcels, 111.43 acres
Cleanup activities underway (acres)	N/A	0
Cleanup activities complete (acres)	N/A	4.81
Clean-up/Reuse plans	5	3
Redevelopment activities (by parcel)	N/A	3
Area Wide Plan	1	1
Coalition/County Maps	N/A	5
Public Outreach Plan	1	1
Institutional Controls	5	1
Additional funding leveraged as of 1/22/14	N/A	\$381,809.45

\*The RDSBC is ahead of schedule and has recently begun cleanup/reuse planning for sites where Phase II ESAs have been completed. Sites undergoing cleanup are being funded by the property owner or other partners. Cleanup activities are being conducted in phases as funding becomes available.

Leveraging resources and building on past related activities are a critical component of the RDSBC Program. The RDSBC has leveraged various programs to support the assessment, remediation, and redevelopment of brownfields in the region. Leveraged resources have included but are not limited to: the Nevada State Brownfields Program, the Southern Nevada Public Lands Management Act, the DOE Grant for the White Pine County Renewable Energy Feasibility Study, and local public and private funds (ex. Lincoln County School District funding to remove asbestos containing building materials at the Pahranaagat High School Multi-Use Building, and Nye County’s District Attorney’s staffing assistance to promote a brownfields ordinance). The RDSBC successes are not all directly quantifiable but demonstrate the benefits of the program to the communities. Some of the many benefits include:

Institution Controls - The RDSBC has prepared an institutional control to address potential contamination and blight of tax foreclosed properties. The institutional control is intended to provide a mechanism for assessing tax foreclosed properties suspected of blight and contamination with the aim of preventing the tax sale of properties hindered from redevelopment due to blight and contamination without the buyers understanding the potential barriers to redeveloping the property. Esmeralda County has recognized the problem, Nye County has provided resources to address the problem through the development of the draft institutional control, and each of Coalition members is considering implementation of the institutional control. Due to differences between California and Nevada processes, Inyo County was not able to use the same institutional control and the Nevada counties. However, Inyo County did use the proposed institutional control as a basis for the development of a preliminary control which could be used to identify and assess potential brownfields.

Renewable Energy Resource Maps - The initial map concept was sparked by Nye County's participation in the MSLI. Nye County subsequently used congressionally directed funds overseen by the DOE to

prepare solar resource maps. The RDSBC recognized the benefit of the maps and expanded on them to create resource maps for each Coalition member documenting concentrating solar, solar PV, wind, biomass, and geothermal as well as layers showing land status, transmission, and brownfields site locations. White Pine County expanded on the resource maps further under its renewable energy feasibility study funded by the DOE.

White Pine County Renewable Energy Feasibility Study - The renewable energy feasibility study prepared under White Pine County's DOE grant provided an assessment of concentrating solar, solar PV, wind, biomass, and geothermal development in White Pine County. The study includes resource assessments specific to White Pine County but also evaluates market opportunities that could influence renewable energy development considerations for projects in Esmeralda, Lincoln, and Nye Counties. The feasibility study is included in Appendix H; the complete feasibility study with appended resource assessments (*White Pine County Renewable Energy Resource Assessments and Feasibility Study*) is available on the RDSBC website.

Nevada Rural Brownfields Partnership - The Nevada Rural Brownfields Partnership grew out of the RDSBC Program. The Nevada members of the RDSBC joined together to start a brownfields cleanup revolving loan fund (RLF); Inyo County did not join the partnership because it is covered under the State of California's brownfields cleanup RLF. Esmeralda, Lincoln, Nye, and White Pine Counties agreed to pursue an RLF because they wanted to ensure that sites assessed and found to be contaminated did not sit without further action due to the inability of property owners to access funding resources needed for cleanup.

RDSBC Six-County Application - The RDSBC member counties decided to apply for additional funding to continue the RDSBC Program and expand the Program to include Mineral County, Nevada. The RDSBC members recognized the need to assess additional properties that could not be included in the current program because there was not enough available funding for all known sites requiring assessment. Mineral County was included because the RDSBC's brownfields redevelopment goals were well-aligned with Mineral County initiatives, which included the expansion of the redevelopment plans to include the agricultural industry.

Future Workforce Development and Training Programs - Nye County is currently overseeing an Environmental Workforce Development and Job Training Program funded by the EPA. This program is focused on training individuals in the Pahrump area and was developed based on Nye County's former Brownfields Job Training Program. Nye County is working with the other RDSBC members to evaluate the potential for an expanded Environmental Workforce Development and Job Training program that can provide training opportunities to individuals across the six county region. This type of training program can support the region's plans to prepare a single workforce for job opportunities in brownfields assessment and remediation as well as targeted redevelopment sectors. This approach to workforce planning is intended to prevent widespread unemployment that the member counties experienced following the economic recession that began in 2008.

## Section 3 – Inyo County



## 3 Inyo County

### 3.1 Community Description/Overview

Inyo County is located in south central California along the California-Nevada border. Inyo County is 10,180.88 square miles (U.S. Census Bureau, 2012), 92 percent of which is managed by federal agencies, including the U.S. Forest Service (USFS), the Bureau of Land Management (BLM), and the National Park Service (NPS) (Inyo County Planning Department, 2001). As of 2010, Inyo County had 18,546 residents (U.S. Census Bureau, 2010a). There are many communities spread throughout Inyo County ranging in size from several people to several thousand people. The largest communities based on population, as of the 2010 Census, in descending order are Bishop (3,879), Lone Pine (2,035), Big Pine (1,756), and Independence (669) (U.S. Census Bureau, 2010b).

#### 3.1.1 History

Formed in 1866 from Mono and Tulare Counties, Inyo County derives its name from the Indian name for its mountains, "Dwelling Place of the Great Spirit" (California State Association of Counties). Inyo County boasts diverse contrasts in topography and climate, encompassing Mount Whitney, the highest peak in the lower 48 states; Death Valley National Park, including Badwater, the lowest point in the United States; and the Great Basin bristlecone pines, the oldest living life forms on earth (Harthill). The Owens Valley and Death Valley areas of Inyo County have historically been inhabited by bands of Paiute and Shoshone Indians. These nomadic tribes moved throughout the region harvesting native vegetation, fishing, and following the migration of game animals. Today, Inyo County is home to Paiute tribes in Big Pine and Bishop, Paiute-Shoshone tribes in Lone Pine and Independence, and Timbisha Shoshone in Death Valley.

Early prospectors, drawn west to the Eastern Sierra as part of the great California gold rush, quickly discovered rich silver deposits in Inyo County, which created a rush of its own. In the 1850s the greatest bullion strike in California was made in the town of Cerro Gordo, and by 1868 the mining town of Cerro Gordo was yielding such high volumes of silver that it was compared to the silver strike of the nearby Comstock Lode in Carson City, Nevada. Cerro Gordo was the first significant silver strike in the Owens Valley of Inyo County, and eventually became the largest producer of lead and silver in California, producing 4.5 million ounces of silver (Inyo County Mines, 2006).

Mining in the California desert in the nineteenth century concerned itself mainly with metallic minerals such as gold, silver, copper, lead and zinc. However, in the twentieth century an increasingly important role has been played by non-metallic minerals, which have become Inyo County's most plentiful mineral resources. In addition to the borax discoveries near the town of Ryan, salt, sulphur, and talc were discovered in very large quantities (Shumway, 1980).

The economy of Inyo County today is driven predominantly by three economic segments: tourism, local spending, and mining (Inyo County Planning Department, 2001). The economy of Inyo County relies heavily on tourism, with visitor spending accounting for 70 percent of all retail and lodging purchases in the county. The majority of this activity takes place during the summer months at popular destinations such as the Sierras and Mt. Whitney, Death Valley, hot springs in southeastern Inyo, and the Owens River. Leading recreational activities include fishing, hiking, mountain climbing, horseback riding, backcountry skiing, biking, sightseeing, and photography (Inyo County Planning Department, 2001). In addition, Inyo County has an 80-year history with Hollywood, serving as a favorite film location since the 1920s for feature movies, independent films, television, and commercials. Offering a landscape which lends itself to a variety of creative possibilities, the Alabama Hills and Movie Road of Inyo County are some of the county's most sought after locations for filming. Inyo County has provided the backdrop for television and film depicting locales such as the American west, India, the Himalayas, and even other planets (Inyo County Film History, 2006).

### 3.1.2 Demographics

**Current Population Characteristics:** According to the U.S. Census Bureau, the 2010 population in Inyo County was 18,546. One-fifth of that population (3,879 people) resided in the City of Bishop. The Greater Bishop Area has an estimated population of 12,000 representing approximately two-thirds of the county's population. The Greater Bishop Area includes small communities surrounding Bishop from Big

Table 17. Inyo County Demographics

Subject	Inyo
Land Area (sq. mi.) <sup>1</sup>	10,180.88
Population <sup>1</sup>	18,546
Median Age (Years) <sup>1</sup>	45.6
16 Years and Older <sup>1</sup>	81.60%
65 Years and Older <sup>1</sup>	19.10%
Percent Minority <sup>1</sup>	25.90%
Average Household Size <sup>1</sup>	2.25
Unemployment <sup>2</sup>	9.90%
Per Capita Personal Income <sup>3</sup>	\$37,124
Poverty Rate <sup>4</sup>	11.90%
High School Graduate or Higher <sup>5</sup>	88.60%
Bachelor's Degree or Higher <sup>5</sup>	20.90%

<sup>1</sup>U.S. Census Bureau, 2010 Census, 2010.

<sup>2</sup>BLS, Labor Force Data by County, 2011 Annual Average, 2012.

<sup>3</sup>BEA, 2010 Bearfacts, 2012.

<sup>4</sup>U.S. Census Bureau, 2006-2010 ACS 5-year Estimates, 2006-2010b.

<sup>5</sup>U.S. Census Bureau, 2006-2010 ACS 5-year Estimates, 2006-2010b.

Pine (1,756 residents) located 15 miles south on U.S. Route 395 to the northern Inyo border with Mono County. Lone Pine has the second largest population in Inyo County at 2,035 residents. Independence, the county seat, comprises less than four percent of the county's population at 669 residents as of the 2010 Census. Minorities make up a quarter of the population in Inyo County. The minority population is primarily comprised of individuals of Native American or Hispanic origin. Nearly 20 percent of the population is 65 years or older, compared to 13.0 percent nationally (U.S. Census Bureau, 2010a). Just over 20 percent of those 25 and older hold a bachelor's degree or higher compared to 27.9 percent nationally (U.S. Census Bureau, 2006-2010a).

#### Historic Population Trends:

Inyo County saw a significant spike in population between 1940 and 1950, with the population increasing by more than 4,000 people—over half the population in 1940. Between 1950 and 1960, the population remained stagnant, but the following decade, the population saw another spike of almost 4,000 residents. More than 2,000 residents moved to Inyo County in the 1970s. From 1980 to 2010, the population saw little change, growing by about 650 residents in a span of 30 years.

Table 18. Inyo County Population, 1930 to 2010

Year	Population	Percent Change	Annual Percent Change
1930 <sup>1</sup>	6,555		
1940 <sup>1</sup>	7,625	16.32%	1.63%
1950 <sup>1</sup>	11,658	52.89%	5.29%
1960 <sup>1</sup>	11,684	0.22%	0.02%
1970 <sup>1</sup>	15,571	33.27%	3.33%
1980 <sup>1</sup>	17,895	14.93%	1.49%
1990 <sup>2</sup>	18,281	2.16%	0.22%
2000 <sup>3</sup>	17,945	-1.84%	-0.18%
2010 <sup>4</sup>	18,546	3.35%	0.33%

<sup>1</sup>U.S. Census Bureau, 1980.

<sup>2</sup>U.S. Census Bureau, 1990.

<sup>3</sup>U.S. Census Bureau, 2000.

<sup>4</sup>U.S. Census Bureau, 2010.

**Population Projections:** The California Department of Finance's Demographic Research Unit projected a population growth for Inyo County of approximately 11 percent, or almost 5,000 residents, over a 40 year period through 2050. Over the last 40 years, from 1970 to 2010, the county only saw a growth of 2,975 residents (Schwarm, 2012).

Table 19. Inyo County Population Projections, 2010 to 2050<sup>1</sup>

Year	Population Forecast	Percent Change	Annual Percent Change
2010	18,624		
2015	18,921	1.59%	0.32%
2020	19,388	2.47%	0.49%
2025	20,049	3.41%	0.68%
2030	20,657	3.03%	0.61%
2035	21,360	3.40%	0.68%
2040	22,091	3.42%	0.68%
2045	22,827	3.33%	0.67%
2050	23,618	3.46%	0.69%
<b>Total Change</b>	4,994	10.92%	
<b>Annual Average Change</b>	125		0.53%

<sup>1</sup>Schwarm, 2012, May 7.

**Business Activity and Labor Force:** Business activity in Inyo County has historically been, and continues to be, dominated by natural resource-related industries and sectors, including agriculture, mining, energy, and leisure. Additionally, government services make up more than 40 percent of the industry employment as shown in Table 20. The percent of employment supported by federal, state, and local government as well as leisure and hospitality is above the percentage those industries make up of the national economy (Bureau of Labor Statistics, 2012b). In addition to those industries, education, medical, and retail sectors also represent some of the largest employers in the county as shown in Table 20. The county's largest employer is a bottled water firm near Olancho with more than 500 employees (California Employment Development Department, 2012).

Table 20. Inyo County Employment by Industry, 2011<sup>1</sup>

Industry	Annual Average Employment	Annual Average Pay	Employment Location Quotient Relative to U.S.	Total Wage Location Quotient Relative to U.S.
Total, all industries	7,431	37,237		
Total, all industries (Federal Gov't)	401	52,477	2.44	2.26
Total, all industries (State Gov't)	330	49,186	1.26	1.60
Total, all industries (Local Gov't)	2,347	46,056	2.96	4.00
Total, all industries (Private)	4,353	30,171	0.70	0.57
Goods-Producing	504	40,802	0.46	0.43
Natural Resources and Mining	95	54,373	0.88	1.15
Construction	154	35,892	0.49	0.45
Manufacturing	255	38,696	0.38	0.32
Service-Providing	3,848	28,777	0.75	0.61
Trade, Transportation, and Utilities	1,234	34,757	0.87	0.97
Information	73	33,256	0.48	0.26
Financial Activities	151	31,680	0.35	0.19
Professional and Business Services	262	36,525	0.26	0.20
Education and Health Services	447	35,802	0.41	0.43
Leisure and Hospitality	1,449	19,368	1.90	2.40
Other Services	217	27,916	0.86	1.03
Unclassified	15	62,505	1.46	2.27

<sup>1</sup>BLS, QCEW.

Table 21. Inyo County Top Employers, 2012<sup>1</sup>

Industry	NAICS	Size class	Trade Name	City
Nursing & Convalescent Homes	623110	50-99 employees	Bishop Care Ctr	Bishop
Government Ofcs-Authorities/Commissions	921120	100-249 employees	Bishop Paiute Gaming	Bishop
Water Companies-Bottled, Bulk, Etc	445299	500-999 employees	C G Roxane Water Co	Olancha
Government Offices-County	921120	100-249 employees	County Courthouse	Independence
Parks	712190	250-499 employees	Death Valley Ntl Park Svc	Death Valley
Government Offices-City, Village & Twp	921120	100-249 employees	Department of Water & Power	Independence
Schools	611110	100-249 employees	Elm Street Elementary School	Bishop
Hotels & Motels	712110	250-499 employees	Furnace Creek Ranch	Death Valley
Sheriff	922120	50-99 employees	Inyo County Sheriff	Independence
Department Stores	452111	50-99 employees	Kmart	Bishop
Schools	611110	50-99 employees	Lone Pine School District Ofc	Lone Pine
Government Offices-City, Village & Twp	921120	50-99 employees	Los Angeles Operation & Mntnc	Independence
Government Offices-City, Village & Twp	921120	50-99 employees	Los Angeles Water & Power Dept	Bishop
Hospitals	622110	50-99 employees	Mammoth Hospital	Bishop
Hospitals	622110	50-99 employees	Mammoth Hospital	Bishop
Limited-Service Restaurant	722211	50-99 employees	Mc Donald's	Bishop
Hospitals	622110	50-99 employees	Northern Inyo Hospital	Bishop
Hospitals	622110	250-499 employees	Northern Inyo Hospital	Bishop
Hospitals	622110	100-249 employees	Southern Inyo Hospital	Lone Pine
Hotels & Motels	721110	50-99 employees	Stovepipe Wells Village	Death Valley
Physicians & Surgeons	621111	100-249 employees	Toiyabe Indian Health Project	Bishop
State Government-Transportation Programs	926120	100-249 employees	California Transportation Department	Bishop
Government-Forestry Services	115310	100-249 employees	US Forest Service	Bishop
Grocers-Retail	445110	100-249 employees	Vons	Bishop
Full-Service Restaurant	722110	50-99 employees	Whiskey Creek Inc	Bishop

<sup>1</sup>California Employment Development Department, 2012.

The number of people unemployed in Inyo County essentially doubled in 2010 (958) and 2011 (940) compared to 1990 (503) and 2000 (412) as shown in Table 22. In 2000, the county experienced very low unemployment at less than five percent, but following the economic downturn, the rate of unemployment

has been at or about ten percent. Between 2010 and 2011, the total number of individuals in the labor force dropped by 78, but only 18 fewer people were unemployed(Bureau of Labor Statistics, 2012a).

Table 22. Inyo County Labor Force Data, 1990 to 2011<sup>1</sup>

Subject	1990	2000	2010	2011
Total Labor Force	7,015	8,853	9,566	9,488
Unemployment	503	412	958	940
Unemployment Rate	7.20%	4.70%	10.00%	9.90%
Total Employment	6,517	8,441	8,608	8,548

<sup>1</sup>BLS, LAUS, Labor Force Data by County, Annual Averages.

**Housing:** According to the 2010 Census, there were 9,478 housing units in Inyo County, of which 182 were available for rent and 90 were for sale as shown in Table 23. In 2009, the county projected a need of 457 additional housing units, of which 40 percent were needed for low-income households, as reported in the Housing Element of the Inyo County General Plan. The county’s projections accounted for a 14.81 percent vacancy rate calculated by the California Department of Finance in 2008 for the county, which was only 0.3 percent less than the 2010 vacancy rate reported by the U.S. Census Bureau.

Table 23. Inyo County Housing Characteristics<sup>1</sup>

Subject	Number	Percent
Total housing units	9,478	100.0%
Occupied housing units	8,049	84.9%
Owner-occupied	5121	63.6%
Renter-occupied	2928	36.4%
Vacant housing units	1,429	15.1%
For rent	182	1.9%
Rented, not occupied	21	0.2%
For sale only	90	0.9%
Sold, not occupied	20	0.2%
For seasonal, recreational, or occasional use	716	7.6%
All other vacant	400	4.2%

<sup>1</sup>U.S. Census Bureau, 2010.

### 3.1.3 Physical Description

**Location:** Inyo County is located in south central California along the California-Nevada border. Inyo County is bordered by the California counties of San Bernardino, Kern, Tulare, Fresno, and Mono and the Nevada counties of Esmeralda, Nye, and Clark. The county is 10,180.88 square miles(U.S. Census Bureau, 2012). Many of Inyo County’s communities are located near the western border of the county along U.S. Route 395, including Bishop, Big Pine, Independence, and Lone Pine (north to south).

**Topography:** Inyo County primarily resides within the Basin and Range province. To the west, the Sierra Nevada Mountains define the border between Inyo County and Tulare and Fresno Counties. Common to the Basin and Range province, Inyo County has north-south mountain ranges which drop steeply into large flat valleys. The lowest place in Inyo County is Death Valley and the highest is Mt. Whitney. Death Valley sits at 282 feet below sea level and is lowest location in the United States. Mt. Whitney is the highest location in the lower 48 states, sitting at approximately 14,494 feet above sea level (National Park Service, 2012).

**Climate:** Inyo County is relatively dry with the majority of the county’s valleys receiving less than 15 inches of rain per year. Southeast Inyo County, from Death Valley into the Mojave Desert, receives less

than 5 inches of rain per year (National Atlas, 2009). According to Desert Research Institute data, portions of the Sierra Nevada Mountains and White Mountains lying in Inyo County may receive over 15 inches of precipitation per year and more than 100 inches of snowfall annually, over the winter and spring months. Inyo County valleys have moderate to hot summers, with temperatures in excess of 90 degrees Fahrenheit throughout the county, except at high elevations; most areas in Inyo County see an average drop of 30 degrees at night. Death Valley, which resides in Inyo County, is one of the hottest places in the United States, often sees temperatures in excess of 120 degrees Fahrenheit during summer months (National Park Service). West-northwest Inyo County has colder winters with temperatures as low as the upper 20s with some areas seeing snow, primarily on the Sierra Nevada Mountain Range bordering western Inyo County. Southern Inyo County's winter temperatures drop as low as the low 40s with no snowfall (Desert Research Institute, 2012)

Table 24. Inyo County Climate Information

Cooperative Station	Period of Record	Average Max. Temp. (F)	Average Min. Temp. (F)	Average Total Prec. (in.)	Average Total Snowfall (in.)
Bishop WSO Airport (040822)	7/ 1/1948 to 8/22/2012	74.5	37.6	5.28	8.1
White Mountain 1 (049632)	10/1/1955 to 12/20/1977	46.6	20.7	13.13	105.6
Lake Sabrina (044705)	1/ 1/1925 to 9/30/2009	55.3	28.4	17.05	140.4
Independence (044232)	1/ 1/1893 to 8/22/2012	75.2	44.6	5.21	3.2
Haiwee (043710)	5/ 1/1923 to 8/22/2012	73.2	46.1	6.50	4.9
Wildrose Ranger Stn. (049671)	1/ 1/1969 to 1/31/2000	72.2	45.3	6.90	2.4
Death Valley (042319)	4/ 1/1961 to 8/23/2012	90.9	62.5	2.23	0
Shoshone (0408200)	12/1/1972 to 3/14/2011	83.1	56.3	4.79	0.2
Trona (049035)	1/ 1/1920 to 8/23/2012	81.4	52.0	3.94	0

<sup>1</sup>Western Regional Climate Center, NOAA Cooperative Stations.

### 3.1.4 Infrastructure

Inyo County communities are provided power, water, sewer, television, telephone, internet, and transportation through a variety of entities. Inyo County's power is provided by large entities whose infrastructure traverses multiple California counties. Water and sewer infrastructure is primarily community based, though wells and septic are used in more rural areas. Communication infrastructure is also community based, though many communities are serviced by the same entities. Inyo County has several general aviation airports and numerous private, county, state, and federal roadways providing accesses to Inyo County communities and adjacent counties.

Electric and Gas: Southern California Edison (SCE) and the Los Angeles Department of Water and Power (LADWP) provide power to the Inyo County communities. SCE services coastal, central, and southern California with almost 14 million users across 180 cities (Edison International). The LADWP was established in the 1900s and provides power services to approximately 1.4 million people (Los Angeles Department of Water and Power). SCE and LADWP each own and operate a transmission line which runs north-south along U.S Highway 395. SCE's transmission line consists of 100 to 161 kilovolt (kV) cables, and heads east at Bishop continuing towards southern Esmeralda County. The LADWP transmission line, also known as the Pacific Direct Current (DC) Intertie, is a 500 kV line and continues to head north past Bishop, through Mono County, California, and into Mineral County, Nevada. There are no natural gas pipelines in Inyo County (California Energy Commission, 2011).

Water and Sewer: Inyo County communities receive water and sewer through town or city utilities, service districts, water associations, or through the use of well and septic systems. The City of Bishop owns and operates a water and sewer system within city boundaries. The community of Independence receives water service from Owenyo Services, and sewer service is provided by the LADWP. Lone Pine also receives water service from Owenyo Services; sewer is provided by the Lone Pine Community Service District. Big Pine receives water and sewer from the Big Pine Community Service District. The Rolling Green community, outside of Big Pine, is serviced by the Rolling Green Community Service District. Other water and sewer providers present in Inyo County include Aspendell Mutual Water, Owens Valley Indian Water Commission, Indian Creek Mutual Water Association, Meadow Creek Water Association, Bishop Creek Water Association, Starlite Community Services District, Westridge Community Services District, and Eastern Sierra Community Service District(Inyo County Public Works, 2012).

Table 25. Inyo County Water and Sewer Utilities

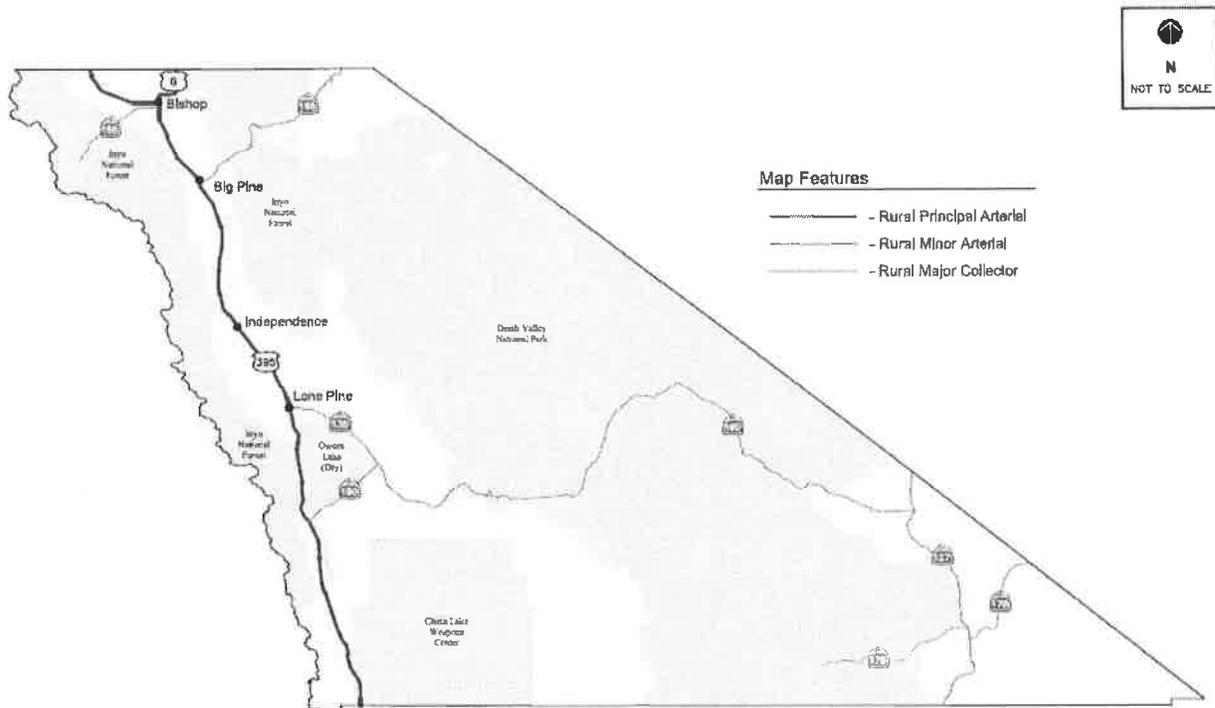
Location	System	Type	Contact	Phone
Bishop Area	City of Bishop	Water/ Sewer	Public Works	760-873-8458
	Aspendell Mutual Water	Water	Lewis McConnell	760-873-6429
	Starlite Community Services District	Water	Dan Totheroh	760-872-2137
	Westridge Community Services District	Water	Vern Mclean	760-872-2480
	Indian Creek Mutual Water Association	Water	Terry Tye	760-920-1472
	Meadow Creek Water Association	Water	Dan Totheroh	760-872-2137
	Owens Valley Indian Water Commission	Water		760-873-3300
	Bishop Creek Water Association	Water	Miles Maillet	760-920-8264
	Eastern Sierra Community Services District	Sewer	Jennifer Krafcheck	760-872-1415
	Sierra Highlands Community Services District	Water	Fred Finkbeiner	760-873-4302
	Sierra North Community Services District	Water	Ken Wilder	760-872-9205
	Mesa Community Services District	Water		760-387-2414
	Lone Pine	Lone Pine Community Service District	Sewer	Vick Jackson
Owenyo Services		Water	Anisa Eaton	760-876-4700
Big Pine	Big Pine Community Service District	Water/ Sewer	Roberto Lovig	760-938-2660
Big Pine Area	Rolling Green Community Service District			760-938-3311
Independence	Owenyo Services	Water	Anisa Eaton	760-876-4700
	LADWP	Sewer	Charlotte Rodriguez	760-878-3031
Keeler	Keeler Community Services District	Water	Myrna Tew	760-876-5084
Darwin	Darwin Community Services District	Water	Patricia Laemmie	760-876-5065

**Communications:** Inyo County has a variety of communication service providers. Smaller communities without land lines can receive television, telephone, and internet through satellite or wireless service providers. Table 26 lists service providers and the services they provide, by community. The companies listed in Table 26 were compiled from the service provider lists for other Rural Desert Southwest Brownfields Coalition (RDSBC) Counties. Each provider's services and service territory was verified through interviews with sales representatives or through the provider's website. Table 26 is intended to provide at least one service provider for television, telephone, and internet for each community.

Table 26. Inyo County Communications Providers

Location	Provider	Television	Telephone	Internet
Bishop	AT&T Mobility LLC		✓	✓
	Verizon Wireless		✓	✓
	Hughes Network Systems			✓
	DISH Network Corporation	✓		✓
	Schat.net			✓
	Suddenlink	✓		✓
Lone Pine	AT&T Mobility LLC		✓	✓
	Verizon Wireless		✓	✓
	Hughes Network Systems			✓
	DISH Network Corporation	✓		✓
	ViaSat, Inc.			✓
	Schat.net			✓
Big Pine	Lone Pine TV	✓	✓	✓
	AT&T Mobility LLC		✓	✓
	Verizon Wireless		✓	✓
	Hughes Network Systems			✓
	Sprint		✓	✓
	DISH Network Corporation	✓		✓
Independence	Schat.net			✓
	Hughes Network Systems			✓
	AT&T Mobility LLC		✓	✓
	Verizon Wireless		✓	✓
	DISH Network Corporation	✓		✓

**Transportation:** The backbone of Inyo County's roadways consists of U.S. and State Routes which include U.S. Route 395 and 6, and State Routes 168, 136, 190, 127, and 178. These routes connect to private, city, county, and federal roadways. The U.S. and state routes, which traverse Inyo County, are classified as arterials or collectors. Arterials interconnect to form a network of interstate roadways which may traverse multiple counties or states. Furthermore, collectors act as intra-county roadways which feed into arterials. Figure 4 displays the principal arterials, minor arterials, and major collectors which form the backbone of Inyo County's roadway network.



**Figure 4. Inyo County Roadway Functional Classification**

There are currently no active railways in Inyo County (Smith, 2012). The only mass transit provider in Inyo County is Eastern Sierra Transit Authority formerly “Inyo Mono Transit.” The Eastern Sierra Transit Authority has several Inyo County routes including: (1) Reno, Nevada to Lancaster, California; (2) Benton, California to Bishop, California; and (3) Tecopa, California to Pahrump, Nevada. The Reno to Lancaster route is the Eastern Sierra Transit Authority’s longest route and has stops in several Inyo County communities including Lone Pine and Independence. Inyo County has seven public airports and six private airstrips. Bishop, Lone Pine, and Independence each have a general aviation airport.

**3.1.5 Planning Initiatives**

Inyo County developed its General Plan in 2001 and prepares regular updates to the plan. The county is currently updating the General Plan to include provisions for Solar and Wind Renewable Energy development (Inyo County, 2011). In addition to the Renewable Energy provisions included in the General Plan, the county also adopted Title 21 to the Inyo County Code, known as the Renewable Energy Ordinance. These resources are intended to encourage development while establishing guidelines to address and limit adverse impacts.

Other planning documents include, but are not limited to (for more information visit [Inyo County Plans, Laws, Ordinances and Studies](#)):

- Hazardous Materials Area Plan (2008)
- Housing Element of the General Plan (2009)

**3.1.6 Community Outreach**

The RDSBC draft Outreach Plan identified program goals and strategies for the county including providing information to the public to improve understanding of the Brownfields Program and the RDSBC accomplishments; to provide increased opportunities for public input; sharing RDSBC information with the public through power bill inserts, emails, and website content; and to provide

updates at City Council and County Supervisor meetings. Challenges expected in the county include public concern regarding the involvement of the Environmental Protection Agency (EPA) in projects, and the cost of cleanup being more than the value of the property.

### **3.2 Renewable Energy Factors**

*Text in this section is hyperlinked to provide more information. For a list of the links see Appendix B.*

Inyo County has a long history of energy development, beginning with the construction of the Los Angeles aqueduct. In 1908, the Division Creek power plant was constructed followed by the Cottonwood Creek power plant. Both were built for the purpose of providing the electricity needed in the construction of the aqueduct. Subsequent dams and power plants were built along the aqueduct system and are still producing electricity today. SCE also has several dams and power plants along Bishop Creek that produce hydroelectricity.

Inyo County added Title 19 to its Code in 1973 to guide the development of geothermal resources within its borders (Geothermal Ordinance of the County of Inyo). The county also has language in its General Plan encouraging the development of geothermal resources (Inyo County, 2001). These geothermal resources were tapped in 1987, when the Coso Geothermal field was built. It consists of four power plants that have produced up to 273 megawatts (MW) of electricity. Recently, the BLM distributed the “Haiwee Geothermal Leasing Area Draft Environmental Impact Statement and Draft Proposed Amendment to the California Desert Conservation Area Plan” (2012) which assesses amending the California Desert Conservation Area boundary to support additional geothermal exploration and development in the Haiwee Geothermal Leasing Area, increasing the potential for geothermal development in the county.

County elected officials and staff have maintained an interest in renewable energy development as it has changed over the years. In 2010, the county adopted Title 21: the Inyo County Renewable Energy Ordinance. This ordinance was developed to encourage and guide the development of solar and wind resources in the county. Also in 2010, the county wrote and adopted the Renewable Energy General Plan Amendment (Inyo County, 2011). It was challenged by environmental groups due to California Environmental Quality Act (CEQA) litigation, who argued that a Program Environmental Impact Report should have been prepared for the General Plan amendment (PEIR), and the county did not have the funds necessary to try to defend it in court; it was subsequently rescinded. The county is currently working on preparing a PEIR for the renewable energy general plan amendment.

In 2002, the State of California passed Senate Bill (SB) 1078 the California RPS. Originally, the Renewable Portfolio Standard (RPS) required Investor-Owned Utilities (IOUs), electric service providers, and community choice aggregators procure 20 percent of electricity from eligible renewable resources by 2017. In 2006 the RPS was accelerated under Senate Bill 107 to meet the 20 percent standard by 2010, and in 2011, it was expanded under Senate Bill 2 to require 33 percent by 2020. It is one of the most ambitious renewable energy standards in the country, and recently, Governor Jerry Brown stated that he thought it was possible to reach a 40 percent RPS, opening the possibility to make it even more ambitious. In light of the RPS, utility companies have been actively looking for renewable resources to meet this obligation, including the two electricity providers in Inyo County, LADWP and SCE.

LADWP is a municipally owned utility and is exempt from SB 1078. The legislation, however, requires municipal utilities to develop their own renewables program consistent with the intent of SB 1078. In June 2005, the Los Angeles City Council approved LADWP’s RPS policy that called for providing 20 percent of its energy sales to retail customers from renewable energy resources by 2017, with an interim goal of 13 percent by 2010. In December 2005, the Board of Water and Power Commissioners recommended LADWP accelerate the RPS goal to obtain 20 percent of eligible renewable resources by

2010. LADWP has updated its RPS to generating 35 percent of its retail electric energy sales from renewable resources by the year 2020. In 2011, Los Angeles Mayor Antonio Villaraigosa announced that the LADWP had reached its RPS goal of 20 percent. To help meet the 35 percent goal, LADWP runs the Solar Incentive Program for its customers. The Solar Incentive Program provides a lump sum payment to customers that purchase or lease solar photovoltaic (PV) systems to offset traditional energy consumption at their site. Customers who qualify and complete a PV installation are provided with a “net meter.” If the PV system produces more energy than is used at the site, the excess energy is calculated as a credit on their bill. In April 2012, LADWP began a Feed-in Tariff (FIT) demonstration program for distributed generation (DG) called the Solar FIT Program. It provides customers located within LADWP service area, including portions of the Owens Valley, the opportunity to sell energy by using their property as a DG site. The purpose of the demonstration program is to test and make improvements prior to launching the full FIT Program.

SCE is an IOU and is required to meet California’s RPS requirements. As of 2011, SCE met the 20 percent goal. SCE has been authorized by the California Public Utilities Commission (CPUC) to operate a five-year solar PV program to develop up to 500 MW of solar PV facilities in SCE’s service area (this includes portions of the Owens Valley). Under the program, SCE is authorized to build and own 250 MW of utility-owned solar PV capacity and to execute contracts up to 250 MW for generation from similar facilities owned and maintained by independent power producers. As part of the renewable and alternative power generation promotion, SCE offers information for distributed energy developers that includes transmission availability maps. SCE also runs a net metering program similar to LADWP’s Solar Incentive Program. If a consumer’s PV system produces more energy than is used at the site, the excess energy is calculated as a credit on the consumer’s bill. There are also incentives for the PV installation. In addition to the net metering program, SCE offers the Multifamily Affordable Solar Housing program. The Multifamily Affordable Solar Housing program offers incentives for installing eligible PV systems on qualifying multifamily affordable housing. It is designed to subsidize PV systems in multifamily housing that will offset electricity loads and provide economic benefits for housing property owners, managers, and tenants.

Inyo County has also been active in the large-scale planning for renewable energy development throughout the desert southwest by involvement in the California Transmission Planning Group (CTPG), Desert Renewable Energy Conservation Plan, Renewable Energy Transmission Initiative, and Renewable Energy Development Institute. The county’s involvement in these groups and initiatives is to promote better land use and transmission opportunities for renewable energy development in Inyo County.

The CTPG was formed in 2009 by California transmission owners and operators to identify transmission infrastructure upgrades that are necessary to meet the State’s RPS requirements. The CTPG completed the California Transmission Plan in 2011 and now seeks to improve its joint transmission planning and coordination process. Steps are being taken to increase stakeholder participation so that impacted communities and industries are more engaged in the process.

The Desert Renewable Energy Conservation Plan is intended to provide for the protection and conservation of desert ecosystems, while allowing for the development of renewable energy projects. The planning area includes the desert regions of seven California counties: Imperial, Inyo, Kern, Los Angeles, Riverside, San Bernardino, and San Diego. This area incorporates approximately 22.5 million acres of land. The plan is being created by a collaboration of agencies including: the California Energy Commission, California Department of Fish and Game, the BLM, and the U.S. Fish and Wildlife Service. A primary objective of the Desert Renewable Energy Conservation Plan is to provide an efficient biological mitigation and conservation program that will provide renewable energy developers reliable permit timing and cost certainty under the federal and California Endangered Species Acts.

The Renewable Energy Transmission Initiative is a statewide initiative that was created to help identify the transmission projects needed to accommodate the State's RPS goals, as well as, support future energy policy, and facilitate transmission corridor designation and transmission and generation siting and permitting. The Renewable Energy Transmission Initiative will assess all competitive renewable energy zones in California and possibly also in neighboring states that can provide significant electricity to California consumers by the year 2020. The effort to support this initiative is being supervised by the CPUC, California Energy Commission, California Independent System Operator (CAISO), and Publicly-Owned Utilities (POUs).

The Renewable Energy Development Institute was formed to help encourage the development of renewable energy. The Renewable Energy Development Institute has held numerous events to inform the public, businesses, and governments on renewable technologies. Through many partnerships, the Renewable Energy Development Institute has helped develop policies to encourage the widespread use of renewables and has developed marketing programs and materials to increase consumer awareness and purchases of renewable energy systems.

In keeping with its interest in renewable energy development, Inyo County joined a coalition of Nevada counties consisting of Nye, Esmeralda, Lincoln, and White Pine. The Coalition received a Brownfield grant from the EPA. The grant provides \$1,000,000 for assessment and redevelopment planning of brownfield sites in the Coalition counties, including sites for renewable energy development.

The county joined the Southwest Solar Transformation Initiative in 2012. This initiative is part of the Department of Energy's (DOE) Rooftop Solar Challenge and is designed to help local jurisdictions streamline and standardize permitting, zoning, metering, connection processes and improve finance options for residential and commercial rooftop solar systems.

As of April 2014, several solar and wind energy projects were currently in various stages of exploration and development within Inyo County including:

- Little Lake North and South meteorological towers to test for the viability of wind energy resources.
- Inyo County's rooftop solar project for County buildings.
- LADWP exploration of feasibility of solar development on Owens Lake.
- LADWP Southern Owens Valley Solar Ranch Project (this project is intended to help LADWP meet their RPS goals).
- BrightSource Energy's Hidden Hills Concentrating Solar Power (CSP) Project (suspended).
- Northland Solar Power Project.
- Munro Valley Solar Project.
- Death Valley National Park installed PV for use at all the park's facilities and was in the process of connecting to California's electric grid.
- Xanterra's Furnace Creek Resort located in Death Valley installed a PV system that provides the electricity for all of its facilities, including the historic Inn at Furnace Creek, the Ranch at Furnace Creek, Furnace Creek Golf Course, employee offices and housing.

Inyo County offers a variety of information on renewable energy development through the Inyo County Planning website. Inyo County's geography allows for excellent renewable resource potential and its history illustrates a consistent interest in its development. Elected officials and staff will remain open to opportunities to explore the county's renewable resources and will continue to find ways to encourage its development.

### 3.2.1 Utility Table

Table 27. Inyo County Load-serving Utility Information

<b>Subject</b>	<b>Inyo</b>
<b>Load-serving Utility (1)</b>	<b>LADWP - Owens Valley</b>
Allows Net-metering	Yes, for residential customers who apply for and participate in the Solar Incentive Program.
Purchases Renewable Energy	Yes, through FIT and large scale Power Purchase Agreements (PPAs).
Incentives for Renewable Energy	Solar Incentive Program participants receive an upfront, lump sum incentive payment.
Other Information	10MW FIT Program allows LADWP to purchase power produced by program participants. (FIT participants may not participate in Solar Incentive Program.)
Website	<a href="http://www.ladwp.com">www.ladwp.com</a>
Transmission Access	
<b>Load-serving Utility (2)</b>	<b>SCE</b>
Allows Net-metering	Yes, Net Energy Metering allows 10 kilowatts (kW) or small wind or solar systems.
Purchases Renewable Energy	Yes. SCE must comply with California's 33% RPS. Currently, the energy SCE delivers is 21.1% from renewable resources.
Incentives for Renewable Energy	Cash incentive from \$0.40 to \$4.60 per watt for qualifying electricity generating equipment under SCE's Self Generation Incentive Program.
Other information	SCE purchases mostly wind and geothermal but has small amounts of solar, small hydro, and biomass in its renewable portfolio.
Website	<a href="http://www.sce.com/">http://www.sce.com/</a>
Transmission Access	

### 3.2.2 Resource Maps

Inyo County possesses excellent concentrating solar power and PV resources, both are among the highest in the nation. The county has addressed the need to develop renewable energy in their Renewable Energy General Plan Amendment, published in February 2014. The Plan identifies sites in Inyo County that should undergo further review due to their potential to be developed for renewable energy (Inyo County, California Planning).

Inyo County has already begun tapping their geothermal resources with the construction of the Coso Geothermal Field in 1984. Further geothermal leases are under review by the BLM with resources available along the eastern border of the county.

The potential for wind resources in Inyo County is being researched at several sites by energy developers. Wind resources are located along the larger mountain ranges in the county. However, the county is not actively pursuing the use of wind resources as an energy source at this time.

Biomass resources are located through the center of Inyo County. However, the county is not actively pursuing the use of biomass as an energy source at this time.

Transmission lines running through Inyo County are owned by SCE and LADWP, with lines running north to south. Currently no new lines are under construction. Land status throughout the county is a mix of federal and Indian, local and state, and private lands.

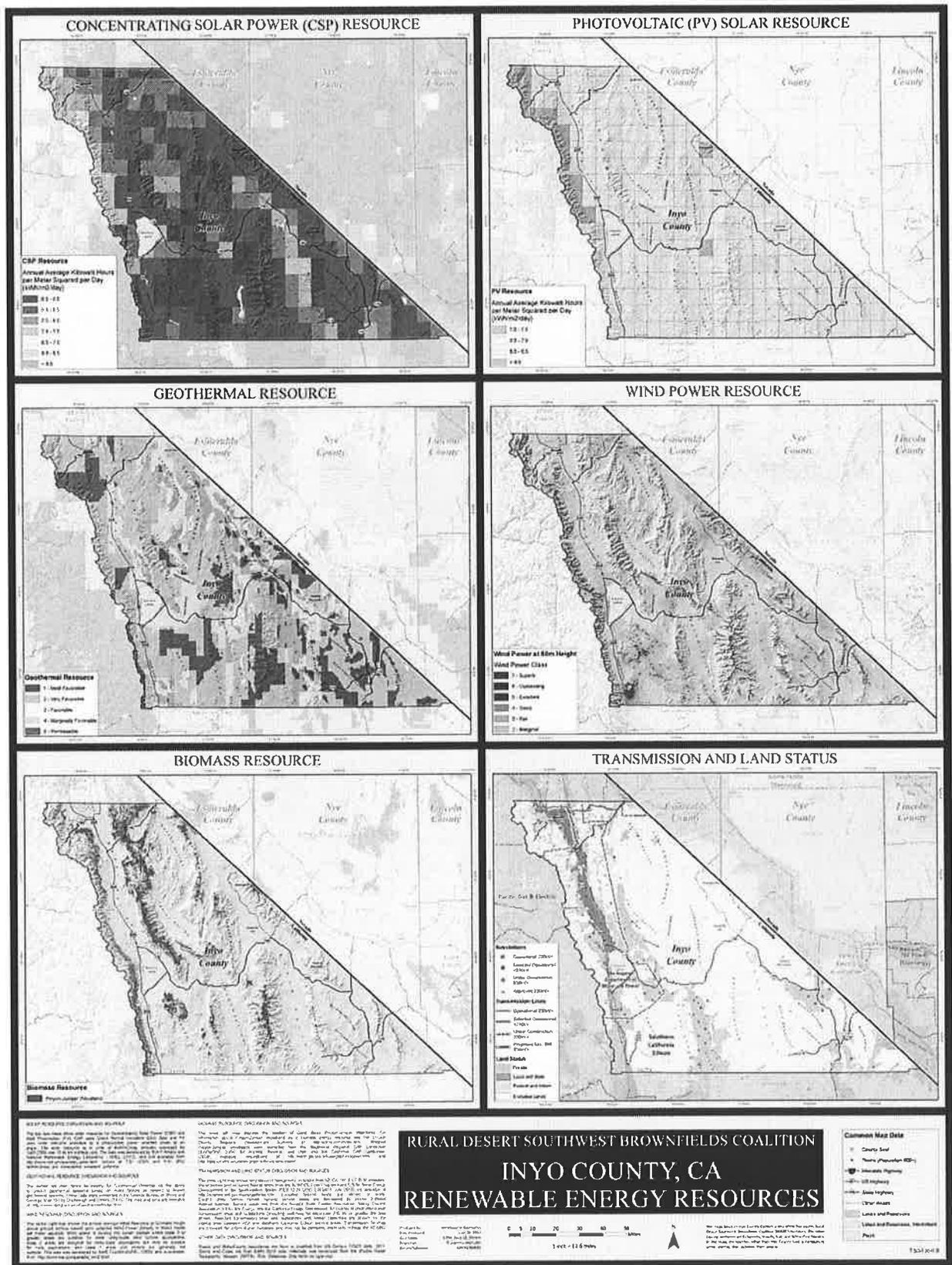


Figure 5. Inyo County, CA Renewable Energy Resources Poster

### 3.3 Brownfields Properties Assessed and Next Steps

PPG Industries Bartlett Plant (029-100-63): The site consists of 11 acres of predominantly vacant land. The site is located on the west bank of Owens Dry Lake, approximately ten miles south of Lone Pine, California. Originally, the site was used by PPG Industries Bartlett Plant (PPG) as a salt extraction facility until it ceased operation in 1958. Salts were extracted from water collected in Owens Lake and processed to form soda ash. EPA records list the PPG site as a Superfund site; however, preliminary assessments stated the PPG site did not qualify for Superfund status under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The site includes facilities from the former PPG salt extraction facility.

The RDSBC conducted Phase I and II site assessments, which uncovered contaminants above regulatory action levels and recommended remediation. The proposed next steps for the PPG Bartlett Industries Plan in order to pursue redevelopment for community and economic development purposes include:

- Prepare a site-specific cleanup and reuse plan.
- Evaluate use of California's Brownfields Revolving Loan Fund (RLF) or other financial mechanisms for remediation and redevelopment activities.
- Maintain coordination with the property owner, potential developers, and the California Department of Toxic Substances Control (DTSC).
- Utilize existing county planning documents to guide reuse and redevelopment initiatives.

Mt. Whitney Fish Hatchery (022-070-08-06): The 40 acre site was purchased by the citizens of Inyo County in 1915 and donated to the California Department of Fish and Game for the construction of the Mt. Whitney Fish Hatchery, which was completed in 1917. The site was scheduled for closure on June 30, 1996; however, due to local and statewide opposition, the California Department of Fish and Game recognized the need to preserve the hatchery. The Hatchery is no longer maintained by the California Department of Fish and Game and is under the stewardship of the Friends of Mt. Whitney Fish Hatchery. The site consists of the primary structure, nine small residences, and six commercial buildings.

A Phase I Environmental Site Assessment (ESA) was conducted, which recommended a limited asbestos survey and a Phase II assessment for petroleum hydrocarbons and metals in subsurface soils. A Sampling and Analysis Plan was prepared in order to move forward with subsequent assessment activities, but the project has been put on hold as the property owner and DTSC evaluate next steps.

The redevelopment vision for the Mt. Whitney Fish Hatchery is to preserve the historical significance of the hatchery facility and its place in the history of Inyo County and California and make the site a community event center for Owens Valley. Redevelopment goals also include use of the site for seasonal housing as well as commercial facilities. The goal is to provide the public with the historical significance of the hatchery, knowledge of the hatchery's function and an understanding of the property's distinctive natural resources.

The RDSBC recommends the following next steps to advance the redevelopment vision for the Mt. Whitney Fish Hatchery:

- Conduct a limited asbestos survey and a Phase II ESA.
- Prepare a site-specific cleanup and reuse plan.
- Evaluate use of California's Brownfields RLF or other financial mechanisms for remediation and redevelopment activities.
- Maintain coordination with the property owner, DTSC, California Department of Fish and Game, and other potential stakeholders.

- Utilize existing county planning documents to guide reuse and redevelopment initiatives.

### 3.4 Next Steps and Measures of Success

Inyo County has successfully assessed two sites, with one planned for Phase II assessment. Table 28 depicts the Measures of Success for Inyo County under the RDSBC grant award. These measures have been achieved through the investment of \$123,566.92 from the RDSBC award.

Table 28. Inyo County Measures of Success

Measures	FY2011 Actual
Site lists	2
Site eligibility forms completed (by parcel)	2
ACRES Forms (by parcel)	2
Phase I ESAs (by parcel)	2
Property Fact Sheets (by parcel)	2
Sampling and Analysis Plans (by parcel)	2
Phase II ESAs (by parcel)	1
Parcels not requiring cleanup activity	0
Proposed cleanup and redevelopment action (by parcel and acreage)	1 parcel, 99.95 acres
Cleanup activities underway (acres)	0
Cleanup activities complete (acres)	0
Clean-up/Reuse plans	1
Redevelopment activities (by parcel)	1
Area Wide Plan	1
Coalition/County Maps	1
Public Outreach Plan	1
Institutional Controls	1
Additional funding leveraged as of 1/22/14	0

Inyo County intends to continue collaborative efforts to identify and assess brownfields sites in the county and to promote the regional redevelopment concept promulgated by the RDSBC. Inyo County signed onto an application for additional funding to continue RDSBC program activities in the original five-county area and Mineral County, Nevada. Inyo County did not join the partnership to create an RLF for cleaning up brownfields in the RDSBC region because Inyo County has access to funding through the California RLF. Inyo County has been exploring the use of the RLF administered by the California DTSC for site cleanup activities. Inyo County is also interested in future initiatives to support workforce and economic development across the region.