

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.

May 3, 2016

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.** *Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9. (one case)*
3. **CONFERENCE WITH LABOR NEGOTIATORS – (Government Code Section 54957.6).** Agency designated representatives: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, Information Services Director, Brandon Shults, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

4. **REPORT ON CLOSED SESSION**
5. **PUBLIC COMMENT**
6. **COUNTY DEPARTMENT REPORTS** *(Reports limited to two minutes)*
7. **INTRODUCTIONS** – The following new employees will be introduced: Auditor-Controller's Office: Heather Williams, Office Tech II; Public Works: Michael Errante, Senior Engineer; Sheriff's Office; Victor Lawson, Deputy Sheriff Trainee

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

8. Request Board: A) declare Central Valley Toxicology, Inc. a sole source provider of toxicology services; and B) approve the contract between the County of Inyo and Central Valley Toxicology, Inc. for the provision of toxicology services in an amount not to exceed \$16,500 for the period of July 1, 2016 through June 30, 2019, contingent upon future budgets, and authorize the Chairperson to sign.

PLANNING

9. Request Board approve Amendment #1 to the contract between the County of Inyo and the Inyo Local Agency Formation Commission, increasing the amount of the contract by \$12,136, for a total contract amount not to exceed \$26,500, contingent upon appropriate signatures being obtained, and authorize the Chairperson to sign.

SHERIFF

10. Request Board approve a blanket purchase order to Kmart in the amount of \$4,000 for food and other supplies for the Inyo County Animal Shelter.

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

11. **PUBLIC WORKS** – Request Board approve a resolution entitled “A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving Administering Agency-State Master Agreement No. 09-5948F15, Authorizing the Chairperson of the Board to Execute the Agreement, and Authorizing the Director of Public Works to Execute Program Supplements to Master Agreement No. 09-5948F15”, and authorize the Chairperson to execute and sign Master Agreement 09-5948F15, and authorize the Public Works Director to execute and sign Program Supplements to Master Agreement No. 09-5948F15.
12. **PLANNING** – Request Board review Property Assessed Clean Energy (PACE) Programs, and possibly direct staff to investigate the Programs or individual Programs further, and if appropriate, return at a future date with appropriate authorizing instruments for the Boards consideration.
13. **PLANNING** – Request Board receive a presentation and update from staff on the Existing Conditions Reports for the Charleston View, Tecopa and Shoshone Specific Plans, the project schedule and status, and request Board provide input on the plans and project.
14. **COUNTY ADMINISTRATOR – Integrated Waste Management** – Request Board: 1) Approve a change in Authorized Staffing by deleting the Lead Equipment mechanic/Operator (Range 66) and adding one Equipment Mechanic/Operator I (Range 58) or II (Range 60) to the Authorized Staffing for the Recycling and Waste Management program; and 2) Find that consistent with the Authorized Position Review Policy; A) the availability for the requested position is in the Fiscal Year 2015-2016 Budget in the Recycling and Waste Management Program Budget, as certified by the County Administrator and concurred with by the Auditor-Controller; and B) an open recruitment is appropriate to ensure the greatest pool of qualified candidates apply for the position; and C) authorize the hiring of one (1) Landfill Equipment Mechanic/Operator I – Range 58 (\$3,310 - \$4,027).
15. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board: A) approve a resolution entitled “A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting the 2016 Inyo County Emergency Operations Plan”, and B) authorize the Chairperson to sign the Resolution and a Letter of Promulgation.
16. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the emergency known as the “Gully Washer Emergency” that was proclaimed due to flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
17. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board continue the emergency known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that exist in Inyo County, as recommended by the County Administrator.
18. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board continue the emergency known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, and southeastern portion of Inyo County during the month of October, 2015, as recommended by the County Administrator.
19. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors meeting of A) Regular Meeting of March 15th and B) Regular meeting of April 5, 2016.

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

CORRESPONDENCE – ACTION (To be considered at the Board's convenience)

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

20. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

21. ***TREASURER-TAX COLLECTOR*** – Treasury Status Report for the Quarter Ending March 31, 2016.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

8

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

FROM: Jason Molinar, Inyo County Coroner

FOR THE BOARD MEETING OF: May 3, 2016

SUBJECT: Approval of Contract with Central Valley Toxicology, Inc.

DEPARTMENTAL RECOMMENDATION:

Request your Board A) declare Central Valley Toxicology, Inc a sole source provider of toxicology services; and B) approve the contract between Inyo County and Central Valley Toxicology, Inc. for the provision of toxicology services in an amount not to exceed \$16,500 for the period of July 1, 2016 through June 30, 2019, contingent upon future budgets, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

This contract is an essential function for the Coroner's office. Central Valley Toxicology, Inc. has been providing Toxicology Services for this office for many years and it benefits this department to continue with this contract.

ALTERNATIVES:

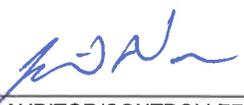
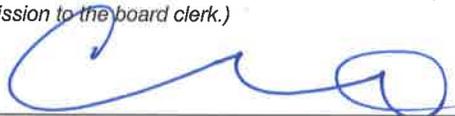
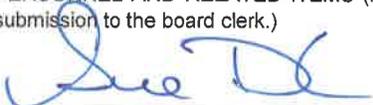
Your Board could choose to not approve this contract, which would impact the job of the Coroner, and not allow him to move forward appropriately and fulfill his duties as Coroner.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This expense will be budgeted in the Coroner's Budget each year in Professional Services.

APPROVALS

| | |
|--|---|
| COUNTY COUNSEL:  | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>4/15/16</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>4/19/2016</u> |
| PERSONNEL DIRECTOR:  | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>✓</u> Date <u>4/26/16</u> |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 04/05/2016

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
- This is a sole provider of a licensed, copyrighted, or patented good or service.
- This is a sole provider of items compatible with existing equipment or systems.
- This is a sole provider of factory-authorized warranty service.
- This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- The requested product is used or demonstration equipment available at a lower – than-new-cost.
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

**Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:
Description of Item or Service.**

| | |
|---|--|
| DEPARTMENT CONTACT PERSON & TITLE <i>Jason Malinary, Coroner</i> | |
| DEPARTMENT NAME <i>Inyo County, Coroner</i> | PHONE <i>760-873-4266</i> |
| REQUESTED SUPPLIER/CONSULTANT NAME <i>CVT</i> | SUPPLIER CONTACT PERSON <i>Robert Torres</i> |
| SUPPLIER ADDRESS <i>1580 tollhouse Rd Clovis, CA 93611</i> | SUPPLIER CONTACT'S PHONE NUMBER <i>559-323-9940</i> |

AGREEMENT BETWEEN COUNTY OF INYO
AND Central Valley Toxicology, Inc.
FOR THE PROVISION OF Toxicology **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Toxicology services of Central Valley Toxicology, Inc. of Clovis, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$16,500 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

| | |
|---------------------|----------------|
| County of Inyo | |
| Coroner | Department |
| 325 West Elm Street | Street |
| Bishop, CA 93514 | City and State |

| | |
|---------------------------------|----------------|
| Contractor: | |
| Central Valley Toxicology, Inc. | Name |
| 1580 Tollhouse Road | Street |
| Clovis, CA 93611 | City and State |

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Central Valley Toxicology, Inc.
FOR THE PROVISION OF Toxicology **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By:  _____
Signature

Dated: _____

ROBERT TORRES
Print or Type Name

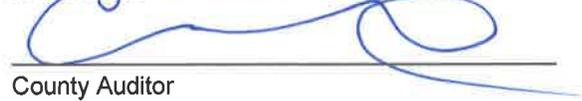
Dated: 3/23/16

APPROVED AS TO FORM AND LEGALITY:

County Counsel

 _____

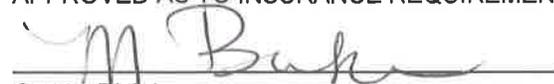
APPROVED AS TO ACCOUNTING FORM:

 _____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

 _____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

 _____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
Central Valley Toxicology, Inc.

AND _____
Toxicology
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: 07/01/2016 **TO:** 06/30/2019

SCOPE OF WORK:

Toxicology Services

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

Central Valley Toxicology, Inc.

AND _____
Toxicology

FOR THE PROVISION OF _____ **SERVICES**

TERM:

07/01/2016

06/30/2019

FROM: _____ **TO:** _____

SCHEDULE OF FEES:

See Attached Schedule of Fees

Total amount of contract not to exceed \$16,500

CORONER'S FEE SCHEDULE

| | | |
|--|--|----------|
| CORONER'S COMPLETE PANEL (INCLUDES CONFIRMATION/LEVELS): | Comprehensive screening with confirmation and quantification of abused drugs, alcohol and other drugs that are in a range of high therapeutic to overdose levels. Includes prescription and over-the-counter drugs, over 350 drugs and metabolites. | \$191.00 |
| ADDITIONAL SAMPLE: | Each additional sample add | \$51.00 |
| ROUTINE PANEL (INCLUDES CONFIRMATION/LEVELS): | Ethyl Alcohol, Acetone, Cocaine, Opiates, PCP, Amphetamines, Barbiturates, Benzodiazepines, Methadone, Fentanyl, Tricyclic Antidepressants, and Carisoprodol. | \$151.00 |
| ABUSED DRUG SCREEN: | Cocaine, Opiates, PCP, Amphetamines; one price includes four individual drug screens. (Qualitative Screen Only) | \$46.00 |
| GENERAL DRUG SCREEN: | Includes prescription and over-the-counter drugs, over 350 drugs and metabolites. (Qualitative Screen Only) | \$83.00 |
| SPECIFIC DRUG SCREEN/CONFIRM/LEVEL: | Screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite when applicable (Quantitative) | \$75.00 |
| BLOOD ALCOHOL: | Blood Ethyl Alcohol with Confirmation in secondary sample (vitreous humor, urine, etc.) when available | \$44.00 |
| SOLVENT/VOLATILE: | Methyl Alcohol, Isopropyl Alcohol, Acetone, Benzene, Chloroform, Toluene, etc. with Confirmation in secondary sample (vitreous humor, urine, etc.) when available | \$75.00 |
| VITREOUS PANEL: | Sodium, Potassium, Chloride, Glucose | \$75.00 |
| UREA NITROGEN: | Urea Nitrogen (Vitreous humor, VUN) | \$28.00 |
| CREATININE: | Creatinine (Vitreous humor) | \$28.00 |
| CARBOXYHEMOGLOBIN: | %Saturation of blood by CO | \$75.00 |
| SUBSTANCE ID: | Identification and confirmation of drugs in capsules, powders, tablets, fluids, organic material. | \$102.00 |
| TISSUE PREP: | Mincing/liquefying preparation of tissue sample. | \$36.00 |
| CORONER'S CAP: | A maximum fee of \$550.00 is charged when the individual test fees are in excess of \$550.00 for a final toxicology report. A cap does not include fees charged by an outside lab or other send outs or additional testing after a final report has been issued. | \$550.00 |
| SEND OUTS: | Shipping Costs to CVT will be included in Send Out Charges (Heavy Metals, Lithium, Hep C, HIV, etc.) | At Cost |

B.L. POSEY
S.N. KIMBLE
Directors

1580 Tollhouse Road
Clovis, California 93611
Phone (559) 323-9940
Fax (559) 323-7502

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
Central Valley Toxicology, Inc.
AND _____
FOR THE PROVISION OF Toxicology **SERVICES**

TERM:

FROM: 07/01/2016 **TO:** 06/30/2019

SEE ATTACHED INSURANCE PROVISIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|---|
| For Clerk's Use Only: AGENDA NUMBER 9 |
|---|

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

FROM: Planning Department and County Counsel

FOR THE BOARD MEETING OF: May 3, 2016

SUBJECT: Contract between the Inyo Local Agency Formation Commission and the County of Inyo to provide staff services

DEPARTMENTAL RECOMMENDATION: Approve the contract amendment between the County of Inyo and the Inyo Local Agency Formation Commission to provide services increasing the amount of the contract from \$14,364 to \$26,500, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

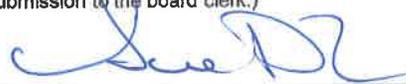
SUMMARY DISCUSSION: The Inyo Local Agency Formation Commission (LAFCO) contracts with the Inyo County Planning Department for the services of LAFCO Executive Officer and support staff. The Commission contracts with the Inyo County Office of County Counsel for legal services. A single contract between Inyo LAFCO and the County of Inyo covers both staff and counsel services.

The Commission has initiated litigation with the Southern Mono Health Care District due to its unauthorized operations of a new clinic within the City of Bishop within the boundaries of the Northern Inyo Hospital District. The Commission also has processed an annexation this year. Inyo LAFCO budgeted \$14,364 in Fiscal Year (FY) 2015-2016 for staff and counsel services. Staff estimates that additional resources of approximately \$10,000 will be necessary in this FY to provide for these services that were not fully anticipated when the contract was approved last FY. The Commission approved the contract amendment at its April 11, 2016 meeting.

ALTERNATIVES: The Board could not approve the contract amendment and not direct staff to provide services to Inyo LAFCO as outlined in the contract. This is not recommended as these services are needed by Inyo LAFCO, and the County is the best entity to provide them.

OTHER AGENCY INVOLVEMENT: Inyo LAFCO

FINANCING: The Inyo LAFCO FY 2015-2016 Final Budget proposes both the City of Bishop and Inyo County contribute \$5,000 in funding. Funds are expended through the LAFCO Budget (451001), Professional Services & Fees (5265). Revenues are realized in the Planning Budget (023800) and the County Counsel Budget (010700), LAFCO Fees Revenue Code (4817). Costs to provide the additional services are offset by the Northern Inyo Hospital District.

| <u>APPROVALS</u> | |
|---------------------|---|
| 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>4/14/16</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>4/18/2016</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>4/19/16</u> |

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 4/19/16

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE INYO LAFCO AND
THE COUNTY OF INYO
FOR THE PROVISION OF SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and the Inyo Local Agency Formation Commission (herein after referred to as "Inyo LAFCO") have entered into an Agreement for the provision of services dated July 1, 2015, a standard County of Inyo Services Contract, for the term from July 1, 2015 to June 30, 2016.

WHEREAS, County and Inyo LAFCO 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 Inyo LAFCO hereby amend such Agreement as follows:

1. Section 3(C) is amended to read: Limit upon amount payable under the Agreement. Except for the amounts payable to the County under Section 6 for Defense and Indemnification, the total sum of all payments made by Inyo LAFCO to County for services and work performed under this Agreement, shall not exceed Twenty-six Thousand Five Hundred Dollars (\$26,500) (hereinafter referred to as "contract limit"). County expressly reserves the right to decline to perform any work or services which would be in excess of the contract limit.

The effective date of this amendment to the Agreement is April 11, 2016 .

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

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE INYO LAFCO AND
THE COUNTY OF INYO
FOR THE PROVISION OF SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2016.

COUNTY OF INYO

By: _____

Dated: _____

INYO LAFCO

By:  _____

Dated: 4/11/16 _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|---|
| For Clerk's Use Only: AGENDA NUMBER |
| 10 |

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

FROM: Sheriff Bill Lutze
FOR THE BOARD MEETING OF: May 3, 2016
SUBJECT: Request for Kmart purchase order

DEPARTMENTAL RECOMMENDATION:

Request Board approve a blanket purchase order to Kmart in the amount of \$4,000, for food and other supplies for the Animal Services Shelter.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

To date, Animal Services has expended \$9,225.74 with Kmart for food and other supplies. Since the opening of the new Shelter in July 2015, we have had a substantial increase in occupancy and increase in costs. We feel that the requested \$4,000 will be sufficient to see us through until the end of the fiscal year.

ALTERNATIVES:

Deny this request.

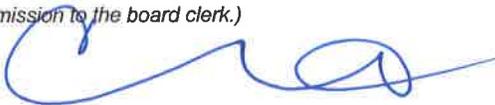
OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor's office

FINANCING:

Funds are available in the FY 2015-2016 Board approved Animal Services budget (023900), General Operating (5311).

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: <u>eyes</u> Date <u>4/20/2016</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)
(The Original plus 20 copies of this document are required)



Date: 4/20/16



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 // |
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FROM: Public Works Department

FOR THE BOARD MEETING OF: **MAY - 3 2016**

SUBJECT: Approval of the Master Agreement No. 09-5948F15 ("Agreement") between the County of Inyo and the State of California ("State"), agreeing to comply with all Federal and State laws, regulations, policies, and procedures for State and Federally funded transportation projects, authorize the Chairperson to execute the Agreement, and authorize the Director of Public Works to execute program supplements to the Agreement for authorized projects.

DEPARTMENTAL RECOMMENDATIONS: Request your Board approve a resolution entitled "A Resolution of The Board of Supervisors of the County of Inyo, State of California, approving Administering Agency-State Master Agreement NO. 09-5948F15, authorizing the Chairperson of the Board to Execute the Agreement, and Authorizing the Director of Public Works to Execute Program Supplements to Master Agreement No. 09-5948F15."

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A Master Agreement between a local agency (i.e. Inyo County) and the State is required whenever Federal or State funds are used to reimburse the local agency for work performed under a Federal-aid Highway Program or a State funded program. In the Master Agreement, the local agency agrees to comply with all Federal and State laws, regulations, policies, and procedures relative to the design, right of way acquisition, construction, and maintenance of the completed facility. The Master Agreements are normally prepared when the agency begins its first Federal-aid or State-only project, but are also occasionally updated and re-executed to account for changes in laws and policies.

The County entered into Administering Agency-State Master Agreement No. 09-5948R for Federal-Aid Projects on December 12, 2006 (Resolution of the Board of Supervisors No. 2008-19) and is currently working on six Federal-aid projects to which this Master Agreement applies: Carroll Creek Bridge Project, Walker Creek Bridge Project, Oak Creek Bridge Rehabilitation Project, Ed Powers Bike Lanes Project and Trona Wildrose Storm Damage Permanent Restoration Project are all federally funded projects. This Master Agreement applies only to these projects and other projects that may be eligible for Federal-aid funding. A similar Master Agreement is already in place for State-only funded projects.

As noted previously, the State has updated the Administering Agency-State Master Agreement to incorporate recent changes in the regulations and policies for Federal-aid programs. In order to continue to receive Federal reimbursement for the current projects, and to receive reimbursement for future eligible Federal-aid projects, such as the Bridge Preventative Maintenance Program, the County must approve Administering Agency-State Master Agreement No. 09-5948F15. The Master Agreement must be executed by a representative of the County who is duly authorized by the Board to execute the Agreement on the behalf of the County. Since the revised Master Agreement is required to receive reimbursement for Federal-aid projects, the Public Works Department is recommending that your Board adopt the attached Resolution, which approves the Master Agreement and authorizes the Chairperson of the Board to execute the Agreement.

Additionally, the State issues Program Supplements for each project, which describes the specific requirements for that project. In order to facilitate the processing of these project documents, the Public Works Department recommends that the Director of Public Works be delegated the authority to sign the Program Supplements on behalf of the County. It should be noted that this authority would only extend to the execution of Program Supplements for Federally funded projects and would not constitute a delegation of approval authority, as any grant or application for a Federal-aid project would need to be approved by the Board prior to submission to the State for approval and programming. Similar authority

has already been delegated to the Director of Public Works for execution of project funding documents for State-only funded projects. As required by the Master Agreement, the authority to execute Program Supplements can only be delegated by resolution of the Board and is subject to the concurrence of the State. Accordingly, the attached Resolution also includes authority for the Director of Public Works to execute Program Supplements to the Master Agreement.

ALTERNATIVES:

Your Board could choose not to adopt the proposed Resolution and not execute the Master Agreement. This is not recommended because the County will not be able to receive reimbursement for Federal-aid projects if the Master Agreement is not executed.

OTHER AGENCY INVOLVEMENT:

- County Counsel has reviewed the proposed Resolution and Administering Agency-State Master Agreement No. 09-5948F15 for Federal Aid Projects.
- The California Department of Transportation (Caltrans) must concur with the delegation of the authorization for execution of the Program Supplements to the Director of Public Works.
- The Auditor's Office must create budgets for the projects, receive payments for the work, and make payments to contractors.

FINANCING:

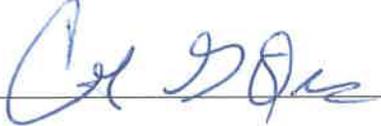
Approval of the Master Agreement will enable the County to receive Federal reimbursement for eligible costs on Federal-aid projects, such as engineering, administration, and construction. Approval of the Master Agreement in itself will not result in additional financial impacts to the County. Any additional financial impacts that may result from a given project will be identified when the project application is brought to your Board for approval.

APPROVALS

| | | |
|---|---|--|
| COUNTY COUNSEL:  | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) | Approved: <u>Yes</u> Date <u>4/26/16</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>N/A</u> 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: <u>N/A</u> Date _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 4/27/16

RESOLUTION NO. 2016-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA APPROVING ADMINISTERING
AGENCY-STATE MASTER AGREEMENT NO. 09-5948F15, AUTHORIZING THE
CHAIRPERSON OF THE BOARD TO EXECUTE THE AGREEMENT, AND AUTHORIZING
THE DIRECTOR OF PUBLIC WORKS TO EXECUTE PROGRAM SUPPLEMENTS TO
MASTER AGREEMENT NO. 09-5948F15**

WHEREAS, Administering Agency-State Master Agreement No. 09-5948F15 between the County of Inyo and the State of California is required to establish the terms and conditions applicable to the County of Inyo in order to receive Federal-aid funds for a designated project; and

WHEREAS, as individual Federal-aid projects are developed, Program Supplement Agreements shall be executed outlining specific details for each individual project; and

WHEREAS, the delegated authority to execute Program Supplement Agreements must be approved by Resolution of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby approves Administering Agency-State Master Agreement No. 09-5948F15; and

BE IT FURTHER RESOLVED, authorizes the Chairperson of the Board of Supervisors to execute the Master Agreement for and on behalf of the County of Inyo; and

BE IT FURTHER RESOLVED, that the Director of Public Works is hereby authorized to execute Program Supplement Agreements for individual Federal-aid funded projects to which Administering Agency-State Master Agreement No. 09-5948F15 applies.

Passed, approved, and adopted this _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Kevin Carunchio, Clerk of the Board

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

09 Inyo County

District Administering Agency

Agreement No. 09-5948F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between Inyo County, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.
12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.
14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.
15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.
16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.
17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.
19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS,

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. 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 AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party 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.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Inyo County

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Inyo County
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 3, 2016

SUBJECT: Property Assessed Clean Energy (PACE) Program

DEPARTMENTAL RECOMMENDATION: Review Property Assessed Clean Energy (PACE) Programs, direct staff to investigate the Programs or individual Programs further, and if appropriate, return at a future date with appropriate authorizing instruments for the Board's consideration.

SUMMARY DISCUSSION: PACE Programs have been developed pursuant to Assembly Bill 811 (Levine, 2008) that provide for specified renewable energy, water conservation, energy efficiency, and other projects to be developed by borrowing funds that are repaid through property tax bills. PACE programs require the County to enter into an arrangement with a financing authority and program operator. Most PACE programs generally offer similar program characteristics (i.e., fixed interest rates, eligible project types, etc.), although some arrangements may vary (i.e., specific interest rates, consumer protection standards, eligible land use types, etc.).

Numerous other programs are available that property owners could utilize to implement projects, such as market rate and subsidized loans. The County could also operate its own program. It is unclear if the property tax payments are deductible, and subordination issues have been problematic in the past.

On October 20, 2015 the Board reviewed a PACE program offered by Figtree Financial. The Board directed staff to investigate other PACE programs and return with more information. Staff has researched the available programs, as directed; select information is illustrated in the attachments. It is anticipated that individual programs and the PACE model itself would evolve over time.

ALTERNATIVES: The Board could direct staff to cease investigating PACE programs. The Board could also direct staff to investigate financing a PACE program directly.

OTHER AGENCY INVOLVEMENT: Auditor, Treasurer/Tax Collector, Assessor, and potentially other taxing entities.

FINANCING: General fund resources are utilized to monitor such programs. If the County participates, administrative costs will be incurred, which may be offset by fees.

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

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



Date: 4/20/16

Attachments

1. Summary Matrix
2. Informational Brochures

**Attachment 1
Summary Matrix**

| Name | Select Program Details | Website |
|--|---|----------------------|
| Figtree (California Enterprise Development Authority) | Commercial interest rate: 5-yr - 5.35%, 10-yr 5.83%, 15 - yr 6.11%, 20-yr - 6.35%, 25-Yr - N/A, 30-yr - N/A; up to 20% of property value; product for non-profits; focus on small projects; residential launching at end of year - 5-yr - 5.75%, 10-yr - 7.45%, 15-yr - 7.90%, 20-yr - 8.22%, 25-yr - 8.45%, 30-yr - N/A. | figtreefinancing.com |
| HERO (Western Riverside Council of Governments) | Interest rate – residential is 6.75% for 5 yr, 7.69% for 10 yr, 8.15% for 15 yr, and 8.35% for 20 yr; commercial – 5.5-7.5% range (dependent on term, size and financial strength of the project); underwriting – property taxes 3 yrs, 1 yr mortgage payments, 7 yrs for bankruptcy; consumer protection and dispute resolution programs; subordination option. | heroprogram.com |
| Ygrene Works [Golden State Finance Authority (GSFA)] | Largest provider of commercial, agricultural, and multi-family PACE financing program in the State with 100% private financing used for all project funding. Only private PACE provider in the state offering financing using the SB 555 Mello-Roos based model. Residential interest rate is 6.5% for 5 yr, 7.49% for 10 yr, 8% for 15 yr, and 8.25% for 30 yr; 8.49% for 25-30 yr term for solar. Contractor, property owner, and consumer protection assistance programs. Inyo County is already a member of GSFA. | ygreneworks.com |
| California Statewide Communities Development Authority (CSCDA) Open PACE | Inyo County is a member. Several operators with varying terms. Provides umbrella consumer protection standards. | cscda.org |
| - AllianceNRG – CSCDA Open PACE | Residential: 5yr - 5.95%, 10yr - 6.75%, 15yr 7.88%, 20yr - 8.13%, 25yr 8.25%, 30yr - 8.50%; Commercial: 5yr - 5.5%-5.75%, 10yr - 6.25%-6.5%, 15yr - 6.5%-6.75%, 20yr - 6.75%-7.0%, 25yr - 7.0%-7.25%, 30yr - 7.25%-7.5%. | allianceng.com |
| - CaliforniaFIRST – CSCDA Open PACE | Residential: 5 yr - 6.75%; 10 yr - 7.59%; 15 yr - 7.99%; 20 yr - 8.29%; 25 yr - 8.39%; Commercial: depends on capital source, 6.0% or less fixed for 20 yrs is prevailing. | californiafirst.org |
| - PACEFunding Group – CSCDA Open PACE | Only residential currently: 5yr - 5.95%, 10yr - 6.95%, 15yr - 7.49%, 20yr - 7.79%, 25yr - 8.29%; Commercial – TBD | pacefunding.com |
| -Clean Fund – CSCDA Open PACE | Commercial only. Projects \$100,000 – 25 million range. 5.5-6.5% at 20-30 years, sliding scale based on term and borrower, can adjust based on market. Account for 20% of closing market (commercial). Work with contractors, directly with customers, etc. Able to work at variety of scales | cleanfund.com |
| - Spruce Financing – CSCDA Open PACE | Residential only focus; been in business 9 years, was Clean Energy Finance, strong history of consumer lending. 5yr - 5.95%, 10yr - 6.75%, 15yr - 7.5%, 20yr - 8%, 25yr - 8.25%, 30yr – 8.35% | sprucefinance.com |

INTRODUCING PACE FINANCING FOR ENERGY UPGRADES



ABOUT FIGTREE FINANCING

Figtree Financing is a San Diego-based clean energy financing company providing innovative programs to enable capital for environmentally friendly products and services.

The Figtree OnDemandPACE™ Program provides PACE (Property Assessed Clean Energy) Financing to help commercial property owners improve their properties and lower their utility bills with energy efficiency, renewable energy, and water conservation upgrades. Figtree Financing has successfully funded millions of dollars of property improvements with commercial PACE Financing.

Reduce your utility bill

Increase your property value

Help the environment

Figtree PACE allows up to 20% of a property's value to be financed for energy efficiency, renewable energy, and water conservation upgrades. The financing creates an assessment lien on the property and is repaid as semi-annual installments on the property tax bill.

The financing can be used for HVAC, Roofing, Solar, Windows, Lighting, and other energy efficiency and water conservation upgrades for commercial properties. The financing is no money down, fixed low interest rate, and long term up to 20 years. Qualifying for the financing is based on the property not business credit.



Property owners can easily qualify for PACE financing in numerous cities and counties throughout California, and the number of jurisdictions authorizing Figtree to offer financing based on property values in their respective communities continues to grow. PACE financing requires no personal guarantee. Additionally, all loan balances can transfer to the next owner if you sell the property – you pay for only the benefits you receive. Payments are made as semi-annual assessment installments on your property tax bill, but participation is completely voluntary and the program does not rely on public funds.

HUNDREDS OF WAYS TO SAVE

- Solar PV systems
- HVAC
- Boilers & chillers
- Energy efficient lighting
- Building controls
- Windows
- Occupancy sensors
- Solar water heating
- Pool systems
- Programmable thermostats
- Cool roofing
- Water-efficient plumbing
- And many more!

DIFFERENT THAN TRADITIONAL LOANS

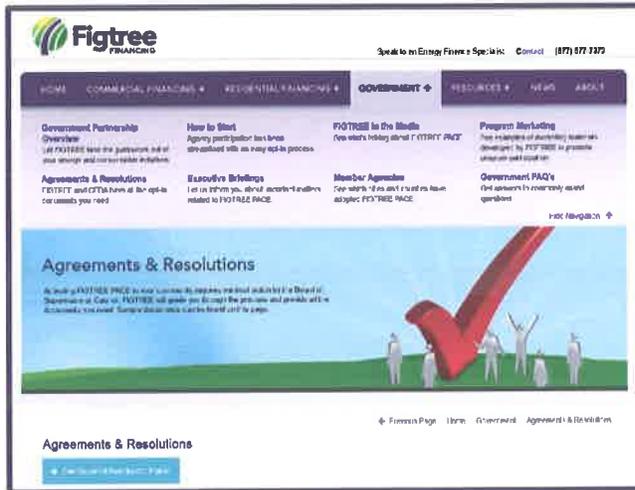
- Available financing of 20% of property value
- No personal guarantee
- No money down
- Fixed rate
- Long term - up to 20 years
- Lien is transferable upon sale
- Secured by assessment on property

HOW TO ADOPT FIGTREE PACE IN YOUR COUNTY OR CITY

THE BOARD OF SUPERVISORS/ CITY COUNCIL WILL NEED TO:

1. Establish Membership with California Enterprise Development Authority (CEDA) (If not already a member)
 - Adopt Membership Resolution (no cost to join)
 - Execute Membership Agreement
2. Authorize CEDA to form the PACE Assessment District
 - Adopt Resolution of Authorization

DOWNLOAD SAMPLE DOCUMENTS AND STAFF REPORTS ONLINE



FOR ASSISTANCE CONTACT:

Erik Caldwell
Director of Government Partnerships
Office: 1.877.577.7373 ext. 1007
Email: ecaldwell@figtreefinancing.com

ABOUT CEDA



The California Enterprise Development Authority (CEDA) is committed to helping bring financing options and information to businesses and economic developers. CEDA is a statewide Joint Powers Authority (JPA) which affords individual cities and counties economies of scale and reduced risk in the implementation of financing programs. As the sponsoring public agency of the FIGTREE PACE program, CEDA issues the PACE bonds which finance clean energy building improvements.



1-877-577-7373 | info@figtreefinancing.com



Commercial Property OnDemandPACE™ Financing

100% Financing for HVAC, Roofing, Solar,
Windows, Lighting and More.

No Money Down | Fixed Low Interest Rates
Easy to Qualify | Long-Term Up to 20 Years

Figtree OnDemandPACE™ Financing

Property Assessed Clean Energy Financing allows up to 20% of a property's value to be financed for energy efficiency, renewable energy, or water conservation upgrades. The financing creates an assessment lien on the property and is repaid as semi-annual installments on the property tax bill.

Why Energy Upgrades with PACE?

- Reduce your energy bill
- Increase your property value
- Increase occupant comfort
- Increase net operating income

Why is PACE Financing Different?

- No money down
- Fixed low interest rates
- Long term financing up to 20 years
- Qualifying is property based not credit based

Benefits

of PACE Financing and Energy Upgrades

Improve cash flow

- No upfront cash required
- Low annual payments
- Immediate energy savings

Increase property value

- Permanently affixed improvements raise value

Own the equipment

- Get tax incentives and rebates
- Improve Energy Star score or LEED ratings
- Transfer lien upon sale

Smarter way to finance

- Not based on business credit
- Preserve cash for other needs
- Potentially off balance sheet

Reduce energy costs

- Save and hedge against rising energy costs

Share benefits with occupants

- Improve occupant comfort
- Share improvement costs with tenants via triple net lease
- Command higher lease rates

6 STEPS

to a More Valuable Property

Figtree OnDemandPACE™ means capital is waiting for you. As soon as the first 4 steps are completed below, we can fund and you can begin your project. It's that easy to start saving on your utility bill and enjoying an improved property.



CHECK
ELIGIBILITY



COMPLETE
APPLICATION



FINALIZE
PROJECT SCOPE



GET LENDER
ACKNOWLEDGEMENT



CLOSE
THE FINANCING



COMPLETE
THE PROJECT



Eligible Properties

All commercial property types are eligible including office, industrial, retail, hotel, and multi-family. Up to 20% of the property value can be financed with a minimum project size of \$5,000.

Eligible Projects

Most energy efficiency, renewable energy, and water conservation projects are eligible: solar, HVAC, boilers & chillers, lighting, building controls, windows, cool roofing, water-efficient plumbing, and more.

Participating Areas

Property must be located in a participating area. Please visit our website for the latest list of cities and counties that have made the Figtree OnDemandPACE™ Program available to their property owners.



“Using PACE financing for energy upgrades allows you to preserve your capital for other investments.”

State, County, and City Supported

California state law AB-811 created PACE financing. With this legislation in place cities and counties, then choose to adopt the Figtree OnDemandPACE™ Program. Everywhere Figtree OnDemandPACE™ is available, has been reviewed and approved by local government.

ABOUT FIGTREE

Figtree Financing is a San Diego-based clean energy financing company providing innovative programs to enable capital for environmentally friendly products and services. The Figtree OnDemandPACE™ Program provides PACE (Property Assessed Clean Energy) Financing to help commercial property owners improve their properties and lower their utility bills with energy efficiency, renewable energy, and water conservation upgrades. Figtree Financing has successfully funded millions of dollars of property improvements with commercial PACE Financing.

CONTACT US

1.877.577.7373

info@figtreefinancing.com

www.figtreefinancing.com

9915 Mira Mesa Blvd, Suite 130
San Diego, CA 92131

California

12/15/2011 - 12/15/2015
Report Range

12/14/2011
HERO Launch Date

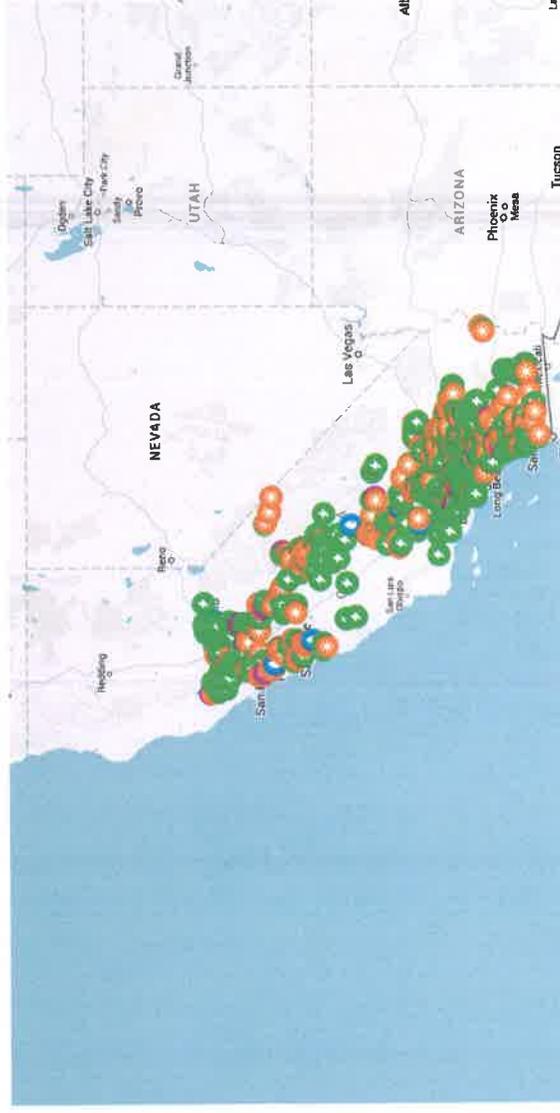
8,107,493

Housing Count

Lifetime Impact

53,754 Projects Completed
\$1,098,078,713 Funded Projects
7,283,330,643 kWh Energy Saved
1,972,214 tons Emission Reduced

9,324 Jobs Created
\$1,901,771,308 Economic Stimulus
2,539,118,220 gal Water Saved



| Type | Improvements * | Bill Savings |
|--------|----------------|-----------------|
| Energy | 66,805 | \$787,536,697 |
| Solar | 28,166 | \$1,204,430,800 |
| Water | 3,408 | \$22,562,054 |

Improvements for multi-type projects are included in the counts above.
* A single project can contain multiple improvements (e.g. Solar and HVAC).

Learn more about what these numbers represent at <https://www.herogov.com/faq>

Frequently Asked Questions



What is YgreneWorks™?

Ygrene Energy Fund's award winning YgreneWorks program provides zero money down PACE financing for property owners to enable energy efficiency, renewable generation and water conservation improvements to homes and businesses, conveniently repaid through property taxes.

What is PACE financing?

PACE (property assessed clean energy) enables residential and commercial property owners to finance a wide range of energy and water conserving improvements and renewable energy generation systems. Because payments are made through property taxes, PACE participants enjoy long financing terms, reasonable rates and quick approvals.

What kinds of projects can be financed using YgreneWorks?

YgreneWorks provides funding for home or commercial property improvements that save energy, conserve water or generate renewable energy. In certain locations financing also can be used for electric vehicle charging stations, seismic upgrades and hurricane protection. Literally thousands of products and services, along with associated installation costs, qualify for the program. The most commonly financed projects are solar systems, heating and air conditioning systems, windows, doors, roofing, insulation and duct work, pool pumps, water heaters, and water-saving measures.

What is the Golden State Finance Authority?

The Golden State Finance Authority (GSFA) is a California public entity and agency formerly known as California Home Finance Authority (CHF). As a joint powers authority formed under California state law, GSFA has the power to form PACE special districts consisting of member counties and cities that unite to fulfill authority goals. By the unanimous vote of its 33 member counties the GSFA Board of Directors formed the statewide PACE district through which YgreneWorks operates.

What is Ygrene Energy Fund?

Ygrene is a private company based in Santa Rosa, California. The firm operates in several states, offering property tax secured financing that allows owners to fund environmentally beneficial improvements to homes, commercial and agricultural properties.

Why are GSFA and YEF offering YgreneWorks?

There are many advantages that accrue from the statewide scope of YgreneWorks. With GSFA as the sponsor, cities and counties can achieve the many benefits of PACE—economic development, job creation, sustainability goals—without taking on the district formation and administration oversight associated with operating a PACE district. For property owners, especially larger commercial participants, the potential for improving their facilities throughout the state while utilizing a single financing program is very attractive. Contractors appreciate the ability to bring YgreneWorks financing to customers throughout their operating territories. The structure is a win-win for all.

How does YgreneWorks benefit my community?

YgreneWorks allows your city or county to bring best-in-class PACE financing to its constituents by providing 100 percent, no money down project funding with some of the lowest rates and fees to residential, multifamily and commercial property owners. Not only does YgreneWorks ensure property owners have greater choice in energy efficiency and water conservation financing options, it also generates more local green jobs, stimulates local economies and helps achieve mandated CO2 reduction targets, producing a safer, healthier environment for everyone.

Is it easy to join YgreneWorks?

Yes. Joining YgreneWorks is simple. There are no costs, no ongoing staff time, and no legal or financial risks to your community. By offering YgreneWorks to your constituency, you make available the most flexible and affordable PACE program available. The community will benefit from new jobs, increased economic activity, reduced energy and water use and achieve sustainability goals.

My community already has PACE financing, so why should we add YgreneWorks?

Expanding the number of PACE programs in your community increases competition among providers, which ensures your constituents have access to the lowest rates and fees, the longest terms and other features and benefits you would not otherwise receive if the provider pool were limited. Ygrene is the only PACE provider offering 100% financing for all eligible property types—residential, multifamily, commercial, industrial and agricultural.

My jurisdiction is not a member of GSFA. Do we have to join GSFA to participate in YgreneWorks?

If your county is not a member or associate member of GSFA, the opt-in resolutions passed by your Board of Supervisors will include associate membership in GSFA. Similarly, for cities that are not already members of GSFA, the opt-in resolutions passed by your City Council will include associate membership in GSFA. There is no cost in either case.

What is the process for my community to join the YgreneWorks program?

Joining YgreneWorks is fast and simple. The resolutions necessary to opt-in to the program can be approved at a single City Council or Board of Supervisors meeting and, if desired, included on your consent agenda. GSFA and Ygrene will provide samples of all required documents including sample staff reports and resolutions. Call **707-236-6655** to speak with a Ygrene government relations representative who will walk you through the process.

Is taxpayer money used to fund YgreneWorks?

No. YgreneWorks does not rely on or use any public funding. Ygrene's financial partners provide all project funding for the program.

How quickly can the YgreneWorks program be up and running in my community?

YgreneWorks can start operating in your community soon after your Board or Council approves the program. The program can launch within one week of your approval.

Can our city or county work with YgreneWorks to develop a program tailored to our community?

Yes, we work with local partners to understand how your community is unique and welcomes your suggestions for how we can best reach your constituents. Program materials can be cobranded with your city or county, and communities can include program information on their websites and other pertinent materials. YgreneWorks is easily integrated with other energy efficiency and water conservation programs and utility rebate programs.

Are there any costs or risks to my community by participating in YgreneWorks?

No. There is zero cost and no legal or financial risk to your city or county as a result of offering YgreneWorks in your community. Ygrene pays all costs of program administration, staffing, and marketing, and provides all project funding. No taxpayer funds of any kind are involved. Only those owners who voluntarily elect to utilize YgreneWorks to finance improvements to their property incur any costs.

How much staff time is required for my community to join the program, and what are our obligations after the program launches?

YgreneWorks is designed to provide a true turnkey operation with no ongoing administrative responsibilities for your city or county staff. GSFA and Ygrene provide sample reports and opt in resolutions for use by staff in putting the item before your City Council or Board of Supervisors. Once YgreneWorks is operating in your community, Ygrene administers all aspects of the program.

Some of this content is specific to the California market only. For questions about Florida, Georgia or other states, please call 707.236.6655.



CSCDA

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California State Association of Counties



Benefits of the CSCDA Open PACE Program

www.cscda.org

- The California Statewide Communities Development Authority (“CSCDA”) is pleased to make available its Open PACE platform <http://www.cscda.org/Open-PACE>. Open PACE provides CSCDA members a turn-key PACE solution that provides property owners a choice among multiple pre-qualified PACE financing providers based on their rates, experience and capital commitment to the California PACE market.
- Through the adoption of a one-time resolution, cities and counties provide their homeowners competitive PACE program options, administered by CSCDA’s pre-qualified program administrators:
- Open PACE also offers cities and counties relief from the future burden of vetting and approving new Programs as the PACE market changes; future administrators can be managed by CSCDA at the JPA-level.





CSCDA
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Benefits of Open PACE Program to CSCDA Members

- ✓ **Highest Standards.** CSCDA recently adopted a PACE Consumer Protection Policy containing the highest standards of any PACE program.
- ✓ **Competition is Good.** Only CSCDA brings you multiple programs to compete for your homeowners business. Our programs interest rates are the lowest in the industry.
- ✓ **No City/County Obligation.** Similar to conventional assessment financing, the City/County is not obligated to repay the bonds or pay the assessments levied on the participating properties.
- ✓ **No City/County staff support required.** All Open PACE, assessment administration, bond issuance and bond administration functions are handled by CSCDA and its pre-qualified program administrators. No City/County staff time is required to participate in Open PACE.
- ✓ **Prequalified PACE Administrators.** CSCDA has pre-qualified the PACE Administrators based on their business practices, qualifications, experience, and capital commitment to the PACE market.



CSCDA
CALIFORNIA SOLID STATE COUNTY DEVELOPMENT AUTHORITY



Open PACE Program for CSCDA Members

CaliforniaFIRST

AllianceNRG
Program



| Program Name | CaliforniaFIRST | Alliance NRG | PACE Funding |
|---------------------------------|---|---|---|
| Administrator | Renew Financial | CounterPointe Energy Solutions | PACE Funding Group |
| Enrolled in CAEATFA | Yes | No | Yes |
| Legislative Origin | AB 811 | AB 811 | AB 811 |
| Property types served | Residential, multifamily w5+ units, commercial | Residential, multifamily w5+ units, commercial | Residential, multifamily w5+ units, commercial |
| Program Admin/Underwriting Fees | Residential: closing fee not to exceed 6.4% Commercial: Closing fee depends on source of capital, ranges 2.5%-4%, capped at 3% for projects >\$500k None for full prepayment payoff. No fees for partial prepayment option (minimum of \$2,500 per prepayment), which lowers principal, providing a re-amortized, lower annual payment amount. | Residential: Closing fee of 6.5% of assessment Commercial: Closing fee of 5% of assessment | Residential: Closing fee of 5.95% of assessment Commercial: TBD |
| Prepayment Penalty | | Residential: None Commercial: Some prepayment penalties may apply | Residential: None Commercial: Some prepayment penalties may apply |
| Recording/Title Fee | Residential \$100 | Residential and Commercial: \$95 | Residential: \$95 per assessment Commercial: TBD |
| Financing Term Options | 5, 10, 15, 20, 25 years | 5, 10, 15, 20, 25 or 30 years | 5, 10, 15, 20, 25 years |
| Interest Rates | Residential: 5 year - 6.75%; 10 year - 7.59%; 15 year - 7.99%; 20 year - 8.29%; 25 year - 8.39% Commercial: depends on capital source, 6.0% or less fixed for 20 years is prevailing | Residential: 5yr - 5.95%, 10yr - 6.75%, 15yr 7.88%, 20yr - 8.13%, 25yr 8.25%, 30yr - 8.50% Commercial: 5yr - 5.5%-5.75%, 10yr - 6.25%-6.5%, 15yr - 6.5%-6.75%, 20yr - 6.75%-7.0%, 25yr - 7.0%-7.25%, 30yr - 7.25%-7.5% | Residential: 5yr - 5.95%, 10yr - 6.95%, 15yr - 7.49%, 20yr - 7.79%, 25yr - 8.29% Commercial: TBD |
| Annual Admin Fee | Annual County Collection Fee (~\$30 for residential) | Residential: \$35 Annual County Collection Fee Commercial: \$35 Annual County Collection Fee | Residential: \$45 Annual Fee Commercial: TBD |

www.cscda.org/OpenPACE



CSCDA
CALIFORNIA STATEWIDE COMMUNITIES
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EMERITUS
OHMS

Contact- Follow up

For CSCDA related questions, please contact;



James Hamill

Direct: (925) 476-5644

Cell: (925) 708-0271

jhamill@cscda.org



LEAGUE
OF CALIFORNIA
CITIES

Jon Penkower

Direct: (925) 476-5887

Cell: (415) 939-8484

jpenkower@cscda.org

For PACE Program related questions, please contact;



100 Cooper Court
Los Gatos, California 95032

John Law

Direct: (209) 602-8990

john@pacefunding.com



2175 N California Blvd., Suite 745
Walnut Creek, California 94596

Griselda Blackburn

Direct: (925) 256-9797

Blackburn@montaguederosa.com



1221 Broadway, 4th floor
Oakland, California 94612

Jonathan Kevles

Direct: (510) 451-7900

jkevles@renewfinancial.com



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Address: 644 Broadway, San Francisco

Type: Mixed-use

Size: 45,000 sq ft

Year of Construction: 1984



CleanFund Project: State House Square, Hartford, CT



PACE assessment: \$8.4 million

Term: 25 years

Projected Energy Savings: 90%

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Address: 10-90 State House Square, Hartford, CT

Type: Commercial Office Space

Size: 100,000 sq ft

Year of Construction: 1920

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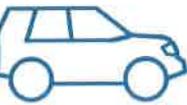
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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 3, 2016

SUBJECT: Southeast County Specific Plans: Charleston View, Tecopa and Shoshone Draft Existing Conditions Reports

DEPARTMENTAL RECOMMENDATION:

Receive a presentation and update from staff on the Existing Conditions Reports for the Charleston View, Tecopa and Shoshone Specific Plans; project schedule and status. Provide input on the plans and project.

SUMMARY DISCUSSION:

During the County's Renewable Energy General Plan Amendment process, a Solar Energy Development Area (SEDA) was established for Charleston View. The Charleston View SEDA led to discussions about the need for additional local planning and a suggestion for a Specific Plan for Charleston View was made. On April 14, 2015, staff presented to your board what a Specific Plan for Charleston View would entail and accomplish and heard reactions from members of the local community about the idea. The public that was in attendance was in favor of a planning effort for the area and expressed a desire to have the plan include along with Charleston View, Shoshone and Tecopa. Your Board directed staff to prepare a Specific Plan for each community.

Staff has been working on the Specific Plans intermittently since last fall. This has entailed holding public meetings to discuss issues and opportunities, conducting evaluations and preparing Existing Conditions Reports for Charleston View, Tecopa and Shoshone (Attachments). The reports include:

- history and setting
- demographics
- the business communities
- area attractions
- zoning and general plan designations
- actual landuse
- environmental hazards
- access and services
- utilities
- transportation
- visual resources
- cultural resources
- hydrologic resources
- biological resources
- issues and opportunities

ANALYSIS

Currently, staff is about three months behind on completing the Existing Conditions Reports. Some of the tasks listed in the Statement of Work have been removed or altered. This includes mapping of

infrastructure, distance analysis, and door to door income surveys to supplement Census data. Staff found that the infrastructure was sparse to the point that it was better to describe than map it. This was also the case for distance to services since in most cases there is a long journey to another community for many services. Instead of repetitious mapping staff described services, infrastructure, and distances to them instead. The door to door survey was suggested primarily for Charleston View since Census data is not available for it alone, and with the idea that it could be used for future grant opportunities. To gather this data for future grants, due to the low population, data for each person in Charleston View would have to be collected. This also applies to statistically relevant data for the report. Staff used broader data for the Census Block Group that includes Charleston View instead.

In addition to what was outlined in the statement of work staff provided: information on local businesses and area attractions that support the local tourist economies; cultural, historical, biological and hydrological resources.

Each of the three communities are very distinct and different from one another. They also share some similarities with each other. Tecopa and Charleston View are economically depressed with high poverty and unemployment. Tecopa and Charleston View also have localized issues of inappropriate storage on private properties. Shoshone and Tecopa rely almost completely on tourism for their economic livelihoods. Tecopa's tourism is centered on the natural hot springs in the area, Death Valley National Park and eco-tourism. Shoshone's is focused on Death Valley National Park and eco-tourism opportunities in Shoshone. Members of each community see tourism as the wave of their economic futures and are deeply concerned about preserving the history, culture and natural resources found in the entire area. The space between the three communities is just as important to the people who live there as the communities themselves as they see it as more tourism potential and have a genuine love of the landscape. There are some fairly clear connections between the three communities including the Old Spanish Trail, wilderness areas, hiking trails and Death Valley National Park. People from each community have expressed an interest in Federal landscape designations to help promote eco-tourism and in developing sustainable communities.

Charleston View could almost be considered a clean slate, with a large swath of privately owned, vacant, land to work with. Charleston View is also very well located to Pahrump Nevada with a population of about 36,500 and the Las Vegas metropolitan area with a population of around 2,027,828. Charleston View could benefit from master planning of these large areas, infrastructure improvements and a cleanup program. Charleston View could potentially be limited by water availability and habitat restrictions.

Tecopa also has some private vacant land in and around already developed areas. Since Tecopa is mostly a resort community, planning for further commercial opportunities would likely provide the most benefit. Rezoning to better match current uses and for future uses could help provide a foundation for better development in Tecopa. Tecopa could also benefit from a cleanup program. There are limitations on potable water, and potentially septic systems, as well as habitat restrictions in Tecopa.

Shoshone is held primarily by one owner. It, like Tecopa, is a resort community. The current zoning and general plan designations are spread out over large single parcels. One parcel has nine destinations on it. Shoshone could benefit from some rezoning that aligns with the owner's future plans for it. A need for additional and higher density housing was expressed by the owner for vacation properties and employee housing. Shoshone has a lot of historic resources available that could be capitalized on to enhance it as a tourist destination. Shoshone is not limited by water or wastewater issues, but it may have some habitat and cultural/historic resource restrictions

Public Outreach

Two public meetings were held in fall, 2015. Staff explained the planning process, answered questions and took comments on issues and opportunities for each planning area and on connections between the three planning areas (Attachments, Public Process Sections).

Next Steps

Staff is scheduling public meetings for the fourth week in May. These meetings will include a presentation of the existing conditions reports and visioning exercises. This will establish what the communities want for the future and will subsequently be used to set goals, design and develop implementation strategies.

ENVIRONMENTAL REVIEW

Environmental review will be conducted after the plans are developed.

ALTERNATIVES:

Do NOT receive a presentation from staff or provide input.

OTHER AGENCY INVOLVEMENT:

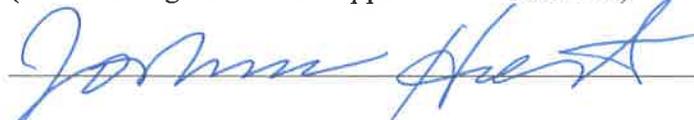
FINANCING:

County general fund dollars are funding the Charleston View, Tecopa and Shoshone Specific Plans.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 4/20/16

Attachments:

- Charleston View Existing Conditions Report
- Tecopa Existing Conditions Report
- Shoshone Existing Conditions Report

Charleston View Specific Plan Existing Conditions Report



Inyo County, April, 2016

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What is a Specific Plan

A specific plan is a tool that local jurisdictions in California can use to guide development in a specified sub-area of the jurisdiction. It is an addition to the policies and visions of a jurisdiction's General Plan for a specified area. A specific plan can also provide for more detailed development planning than the general plan does for the defined area. The Specific Plan focuses on an explicit area to help evaluate and understand land use issues in the area, create a vision and goals for the future of the area and prepare a strategy to implement the vision and goals.

Background

Why a specific plan for Charleston View

During the adoption discussions for the Renewable Energy General Plan Amendment (REGPA), the Inyo County Board of Supervisors directed staff to research what a Specific Plan for Charleston View would entail and potentially accomplish. Much of the impetus for this interest in planning came from the Bright Source Energy proposal for a large concentrating solar energy project and the County adopting a Solar Energy Development Area (SEDA) in Charleston View. During the presentation of the potential Specific Plan for Charleston View to the Board, members from the Tecopa and Shoshone communities requested that the Board direct staff to prepare Specific Plans for their communities as well and Specific Plans are also being developed for them.

The communities in the southeast part of Inyo County are often overlooked due to their low populations and the remote nature of the area. Recently there has been a new focus on this part of the county due to the REGPA, the proposed Hidden Hills Solar project, an increased interest in tourism, and more specifically eco-tourism and elevating concerns about diminishing water availability. There has also been a growing interest in federal designations for the public lands in southeast Inyo County. Much of the proposed federal designations discussion came out of the Desert Renewable Energy Conservation Plan.

Setting

Charleston View is located in the Southeast section of Inyo County and sits along the California – Nevada border. It is about 26-miles west of Pahrump Nevada and about 60-miles from Las Vegas. Charleston View sits east of Tecopa off the Old Spanish Trail Highway and Nevada 160 and east of Shoshone off Highway 178 and Nevada 160. It is geographically the west end of the Pahrump Valley that is shared by Nevada and California. The Nopah Range defines the western edge and it is bordered on the northeast by Nye County Nevada and on the southeast by Clark County Nevada.

Charleston View has water resources, but the extent and quality of this water has not been fully evaluated. Charleston View's location within the Pahrump Valley gives it a relatively flat landscape with gentle sloping from the surrounding hills and mountains in towards its center. Charleston View contains one of the largest consolidated areas of privately owned land in Inyo County and is well connected to Pahrump. Charleston View is located in Inyo County Supervisorial District 5.

History

Charleston View is situated in a border region between Native American territories inhabited by the Southern Paiute and the Panamint, a Western Shoshone group. The

Chemehuevi were also known to venture into the area. Ethnographic studies prepared for the Hidden Hills Solar project found lithic scatters in the area, indicating the presence of these groups in Charleston View.

Old Spanish Trail

The first Europeans traversed the Charleston View area in the late 1700s and early 1800s. Between 1829 and 1830 the Old Spanish Trail was established as a trade route between Santa Fe, New Mexico and Los Angeles, California. It traversed across an area that now incorporates six states and was 2,700 miles long. The trail gets its name from the Spanish colonies in northern New Mexico and southern California that were linked by it. The Spanish outpost of Santa Fe, New Mexico was founded in the early 1600s and the pueblo of Los Angeles, California was founded in 1781. But it was not until 1829 when Santa Fe merchant Antonio Armijo led 60 men and 100 pack mules northward on the trails blazed by native peoples that a suitable land passage between these colonies was established.

Armijo's mules carried woolen goods for trade in California. On the return trip, Armijo backtracked along the route Spanish padres Dominguez and Escalante recorded as they returned to Santa Fe from southern Utah more than 50 years earlier. He and his men drove mules, horses, and donkeys obtained in California for trade in New Mexico. Some of the several Old Spanish Trail trade routes were eventually replaced by wagon roads.

Later it became a major route for American settlers headed for Los Angeles. Many of these travelers were Mormons, some were journeying from Utah to settle in southern California and others were there to trade for goods to bring back home. The Old Spanish Trail went through Charleston View east to west and continued on over the Emigrant Pass. Resting Springs, located on the west side of Emigrant Pass, was a primary watering stop along the way. The Trail went on through present day Tecopa and then headed south into Los Angeles. There are still noticeable traces of the Old Spanish Trail in Charleston View

Hidden Hills Ranch

Charleston View, as we know it today, began as the Hidden Hills Ranch. The original ranch area included about 1,250-acres in Nevada. It was originally owned by John Yount. Roland Wiley ended up purchasing Hidden Hills Ranch after trying to settle the estate for Yount's common law wife Belle. Her status as Yount's common law wife was never legally established, so she ended up purchasing much of Yount's estate from the other heirs to the property. Wiley, noticing that Belle was not all that interested in the ranch, and at her encouragement, purchased Hidden Hills from her.

Wiley was originally from Iowa. He attended George Washington University in Washington, D.C., earning a law degree in 1927. After law school he traveled to Las Vegas and began his law practice. He came to know the Pahrump Valley through his dealings with the Younts and preferred it to Las Vegas because he found the soils good for growing crops, unlike the soils in Las Vegas, which appealed to his farming roots. Wiley eventually ended up with about 10,000-acres most of what is in what we now call Charleston View. Wiley used the ranch as a refuge from his life in Las Vegas. He spent much of his time at the ranch working on his pet project Cathedral Canyon. It was a very

unique attraction that Wiley shared admission free. It had sculptures, stained glass windows, lighting, and plaques with poetry and inspirational thoughts. One could walk through the canyon on an established trail. There were also benches along the way to sit and rest and reflect. This once beautiful artistry by Wiley has been vandalized and worn down by the desert to the point where there are only faint traces of it left.

Development Proposals

2005 Charleston View Development Management Plan

During the early-mid 2000s the Inyo County Planning Department received several inquiries about land development in Charleston View that could have resulted in 50,000-65,000 housing units. This was spread over three separate proposals each included a golf course, one a recreational vehicle park, two with a regional/town center commercial areas and one with an industrial job creation component. These plans were subject to water availability and CEQA review. Some initial water testing did occur during this time. None of these developments went any further than the idea phase. The housing market decline beginning in 2006 was likely a strong factor in these developments not being pursued.

Hidden Hills Solar Project

The Hidden Hills Solar Project was proposed by Bright Source Energy, Inc. It was to be located on approximately 3,277 acres in Charleston View. As proposed, it would have been comprised of two solar fields and associated facilities including two solar plants each generating 250-megawatts for a total of 500-megawatts. Each of these solar plants would have used heliostats (elevated mirrors guided by a tracking system) to focus the sun's rays on a solar receiver steam generator (a solar boiler used to make steam which would then generate electricity). These solar "power towers" were to be located near the center of each solar field. Because this project was over 50-megawatts and proposed with power tower technology, it was under the jurisdiction of the California Energy Commission for approval. The County was, however, very active and influential in the project review. Not long after the County approved the REGPA, which excluded all solar technologies except Photovoltaic, the Hidden Hills Solar Project permit application was withdrawn.

The Plan Area

The area defined for the Charleston View Specific Plan is approximately 43,440-acres (this is a total of parcel area, does not include roads or right of ways). It is comprised almost completely of vacant land with scattered residential uses. Most of the developed area is in the center of Charleston View, located to the south of the Old Spanish Trail Highway. It consists of residential dwellings made up mainly by mobile homes. The Magnificat Ventures LLC group built a Catholic church and columbarium (St. Therese Mission) on a site in Charleston View on its eastern edge, north of the Old Spanish Trail Highway. This development includes a visitor center and rooms for community and church meetings. The group holds community events and church services that are open to everyone. Charleston View also has a Solar Energy Development Area (SEDA) overlay on it that is about 16,000-acres. This SEDA allows for 2,400-acres of development. Planning for Charleston View should recognize this SEDA as part of the overall landscape as well as how the community can build off the

St. Therese Mission



efforts of the Mission and tap into its momentum. Since the Charleston View Specific Plan is being developed in conjunction with the Tecopa and Shoshone Specific Plans, it should also provide for ways to create cohesiveness with the other two communities (see Map 1 – Charleston View Specific Plan Vicinity Map).

Who Lives in Charleston View

The US Census does not recognize Charleston View as a Census Defined Place. This means that there is no data collected solely for it. The smallest Census geography containing information for Charleston View is Block Group. This makes it somewhat limited with regard to a Charleston View focus. The American Community Survey Data is based on 5-year samplings for small area data collection. This is used for areas with populations under 20,000. All of Inyo County falls into the small area category, but examining Charleston View with County total data would not present a good characterization as the towns along the 395 corridor would be in the mix so Block Group data is used. The American Community Survey small area data collection method also creates a high margin of error in the data.

Charleston View is located in Census Block Group (CBG) 8001. It includes Furnace Creek, Death Valley Junction, Tecopa, Shoshone and Sandy Valley. The total population for CBG 8001 based on the 2005-2014 estimate is 479 people. Based on a petition submitted on the REGPA from the Charleston View community, there are about 64-people who live there, or about 13% of CBG 8001's population. The median age for CBG 8001 is high at 52-years. This is consistent with what people who live in Charleston View have reported to staff. Staff from the Death Valley Unified School District, report that currently there are 8 children who attend the school who are from Charleston View. These children would range in age from 5-18-years. The race and ethnic makeup of CBG 8001 is:

| | |
|-------------------------------|------|
| White | 89.6 |
| Hispanic/Latino | 5.2 |
| American Indian/Alaska Native | 4.4% |
| Asian | 0.4% |
| Black or African American | 0.4% |

People in CBG 8001 who reported themselves as living in poverty is 112 representing 23% of the population and the unemployment rate is about 10%.

The tax assessor records indicate there are approximately 54-parcels that are locally owned (based on mailing addresses to Tecopa, Shoshone and Pahrump) and 23 of these have a residence built on them. This gives a rough persons per household rate of 2.8.

Current Ownership

A majority (27,171-acres or 63%) of the land in the Charleston View planning area is publically owned and managed by agencies other than the County. Leaving 16,269-acres or 37% privately owned. In the category of publically owned land, nearly all of it (96%) is managed by the Bureau of Land Management (BLM) with the remaining 4% managed by the California State Lands Commission (See Map 2 – Charleston View Public and Private Lands).

The 16,269-acres of privately owned land in Charleston View are held by a multitude of owners. Some owners have many properties and some only one. There are several owners with large holdings in Charleston View, however, and some of the properties are consolidated into large blocks of land. This pattern has implications on future development. The property owners with the greatest amount and largest consolidated areas are:

- Wiley Trust – 5 large consolidated areas with about 7,640-acres
- Mary McMonigle – 1 large individual parcel about 529-acres
- Mary McMonigle - 1 large consolidated area about 506-acres
- Section 20 LLC – 1 large consolidated area with a few scattered – 801-acres
- Golden Ridge Corp – 1 consolidated area about 117-acres.

A vast majority of the privately owned land in Charleston View is owned by people who do not live there. There is some disparity between the interests of the people who live in Charleston View and those who do not. Typically, the people who own, but do not reside there, are interested in any type of development that will increase the value of their property. They view it as an investment. The residents of Charleston View tend to express a desire for it to stay the same. They do not want development that might change the prevailing characteristics of the area. They view it as home. See Map 3 – Charleston View Private Ownership with Largest Consolidations of Parcels

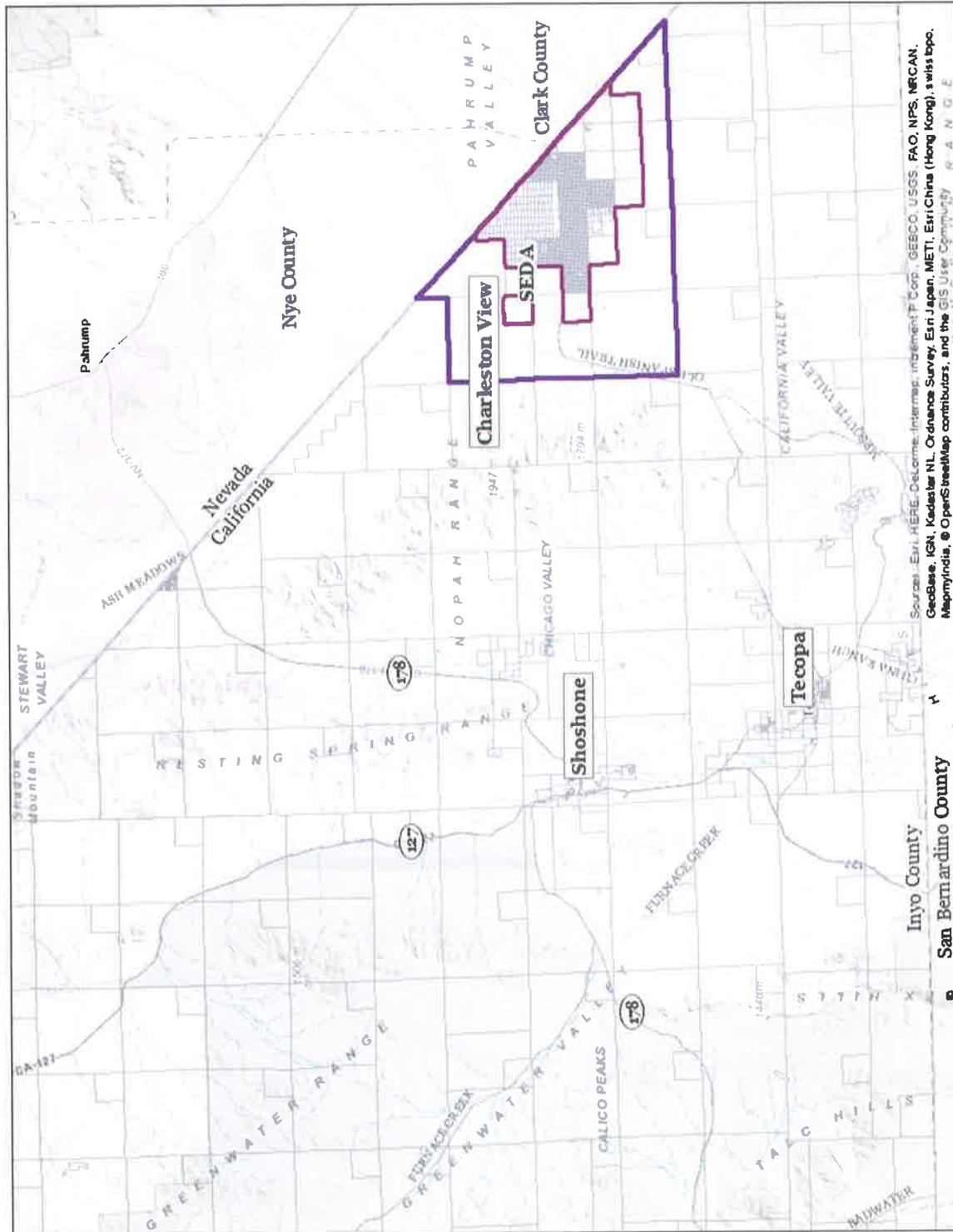
Zoning

Charleston View’s Zoning breakout is as follows:

| | | |
|--|--------------|--------|
| Open Space (OS) | 43,109 acres | 99.37% |
| Rural Residential (RR) | 245 acres | 0.57% |
| Highway Services and Tourist Commercial (C2) | 26 acres | 0.06% |
| Total | 43,440 | 100% |

See Map 4 – Charleston View Zoning

Map 1 – Charleston View Specific Plan Vicinity Map



Map 3 – Charleston View Private Ownership with Largest Consolidations of Parcels



Almost all of the area (99%) is zoned open space with rural residential having the next highest percentage (0.57%). Current zoning is mostly relevant for any future planning or development in Charleston View for privately owned vacant parcels as the zoning designations can directly affect what types of planning and development can happen. As part of the bigger picture, zone reclassifications may be proposed as part of the Specific Plan to help lay the foundation for community's vision for the area.

Currently there are approximately 16,209-acres of privately owned vacant land in Charleston View. Charleston View is unique in Inyo County in that there is so much vacant privately owned land in one continuous mass. The publically owned land surrounds Charleston View and does not break up the area of private land. This leaves a lot of room for future planning and development. Since there is almost a clean slate to start with in Charleston View, good planning is vital if the County wants to avoid scattered non-cohesive development and/or undesirable uses. Most of the undeveloped parcels are zoned open space. The zoning designations on vacant, privately owned, land breakout are as follows:

| | | |
|--|--------------|-------|
| Open Space (OS) | 15,937 acres | 98.3% |
| Rural Residential (RR) | 245 acre | 1.5% |
| Highway Services and Tourist Commercial (C2) | 26 acres | 0.16% |
| Total | 16,209 acres | 100% |

See Map 5: Charleston View - Zoning on Privately Owned Vacant Land

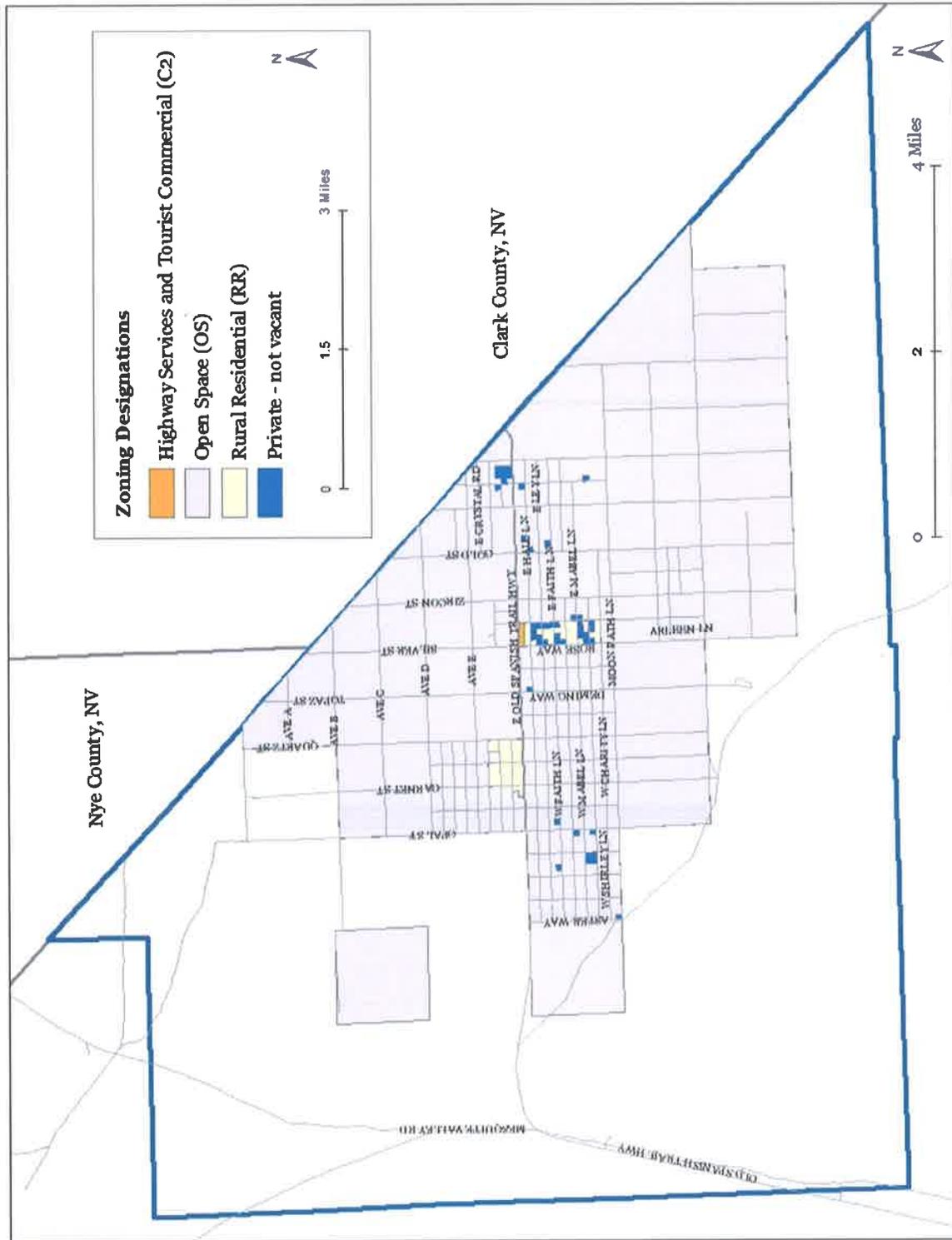
There are approximately 16,269-acres of privately owned land in the Charleston View Plan area. About 16,209 or 97% of those acres are vacant. Most (98%) of the vacant privately owned land is zoned open space. This is a very low density zone primarily for agriculture, ranching, and associated uses. It does, however, also allow for single family home development. There is a total of 2,059 vacant, privately owned parcels designated OS with a 40-acre minimum. Although these parcels are zoned for a very low density 40-acre minimum, most are 2-3-acres (1,858-parcels) and 10-20-acres (167-parcels). This would allow for much more single family home development than the current zoning designation calls for.

There is a lot of opportunity for zoning designation changes on the land in Charleston View to help implement the vision created through this planning process. The large areas of consolidated ownership and the mismatch of designated parcel size to actual parcel size should be reviewed in this planning effort.

General Plan

The General Plan provides visions, goals and policies with regard to land use development in the County. The General Plan, similar to the zoning ordinance, also provides direction to the type, location, and intensity of development that occurs in the County. The General Plan breakout in Charleston View is as follows:

Map 5: Charleston View - Zoning on Privately Owned Vacant Land



| | | |
|---|--------------|--------|
| State and Federal Lands (SFL) | 27,171 acres | 62.64% |
| Open Space and Recreation (OSR) | 9,242 acres | 21.31% |
| Resort Recreational (REC) | 4,814 acres | 11.10% |
| Rural Protection (RP) | 2,004 acres | 4.62% |
| Residential Rural Medium (RRM) 4.6-7.5 units/acre | 130 acres | 0.30% |
| Retail Commercial (RC) | 17 acres | 0.04% |
| Total | 43,380 | 100% |

See Map 6 – Charleston View Current General Plan Designations

The General Plan category of State and Federal Land has the highest percentage (63%) of land designation in Charleston View. The Open Space and Recreation category has the next highest amount within it (21%). Below is the privately owned vacant land by General Plan designation:

| | | |
|---|--------------|--------|
| Open Space and Recreation (OSR) | 9,242 acres | 57% |
| Resort Recreational (REC) | 4,814 acres | 29.7% |
| Rural Protection (RP) | 2,004 acres | 12.4% |
| Residential Rural Medium (RRM) 4.6-7.5 units/acre | 130 acres | 0.80% |
| Retail Commercial (RC) | 17 acres | 0.11% |
| Total | 16,209 acres | 100.0% |

See Map 7 – Charleston View General Plan Designations on Privately Owned Vacant Land

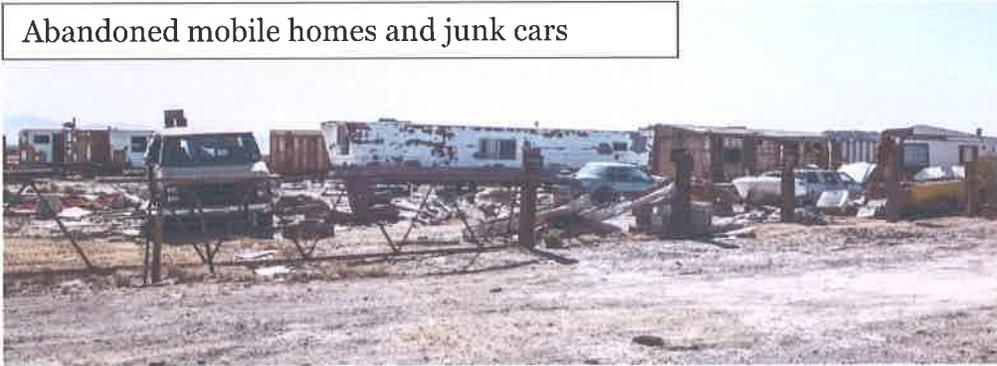
Similar to the zoning designation patterns, the General Plan designations on privately owned vacant land are mostly in low density development categories and would support primarily residential, although the REC designation allows for a mixture of residential and commercial activities related to tourist uses. The Specific Plan process may include reevaluating the General Plan designations currently found in Charleston View for changes to support the vision the community creates. Both the General Plan and Zoning designations that are currently on the vacant private lands would cause future development to be mostly residential and with a higher density than the designation calls for. If the vision for Charleston View includes areas targeted for tourist commercial use it may be in the County’s best interest to change the zoning designations to better match the areas with REC General Plan Designation, or if the vision is for a more residential area than the REC should probably be taken off of parcels with a residential zoning designation.

Current Actual Uses

Surveys of the Charleston View Specific Plan area were conducted in the fall of 2015. Charleston View is best characterized as an extremely low density residential area with a church/columbarium at one end and surrounded by a vast expanse of open space. Visually, the area is quite appealing with broad vistas to the hills and mountains that surround it. The private homes are mostly clustered in center of Charleston View on the south side of the Old Spanish Trail Highway. Some of the properties and yards are well

maintained, but many are not. There is a lot of storage consisting of old cars, trailers, machinery, tires and various scraps of metals and plastics in yards throughout. Outside of this centralized area, there are scattered residences, mostly mobile homes and travel trailers with large areas of open space between. There are also dump sites and abandoned, dilapidated, mobile homes, vehicles, and travel trailers scattered about the Charleston View area.

Abandoned mobile homes and junk cars



Although there is some discrepancy in the zoning to general plan designations, the areas that are developed in Charleston View basically follow the designations, meaning places that have residential designations have residential uses on them.

General Plan Policy

There does not appear to be much disconnect between the activities currently happening in Charleston View and the General Plan and Zoning designations. There is some mismatch, however, between the zoning and general plan on parts of the undeveloped area. Staff reviewed the General Plan to see if there are current policies that might unintentionally inhibit growth or change in Charleston View. Almost all of the General Plan policies can be viewed as helpful to potential growth and change in Charleston View, with the exception of:

- LU-1.3 Southeast Area Growth - The County shall consider the economic impact on County resources of projects in the southeast part of the County along the Nevada border. Such growth may require additional fiscal analysis by applicants for subdivisions to demonstrate the level of fiscal impact. Such growth shall not require extensive County subsidies in providing necessary services.

This policy is sensible with regard to additional fiscal analysis to identify the cost of services based on proposed development, but the reality of the situation in Charleston View and the rest of the southeast part of the County is that some subsidies or service improvements by the County may be necessary to encourage development if additional growth is desired in these areas. Instead of exploring changes to General Plan policy, Charleston View would more likely be better served by changes to the designations in play now to reflect the community's vision for the future. Master planning with regard to the SEDA, the very large parcels and large groupings of parcels belonging to one owner should also be considered for more focused planning.

Environmental Hazards

There could be environmental hazards that might act as impediments to future development in Charleston View. These include fire, earthquake and flood. Within the fire severity categories, all except a small area in the northeast corner of Charleston View is considered moderate severity. The other area is non-urban/non-wildland and applies to BLM managed land. Neither of these categories are considered high severity zones. Charleston View is included in the Southern Inyo Fire District, putting it in a local responsibility area. All of Inyo County is susceptible to earthquake hazards due to it being in a geologically active area. There are, however, no fault lines or earthquake zones mapped per the California Alquist Priolo Act in the Charleston View area. Faulting is known to be present, though, in the entire Pahrump Valley. This is evidenced by the numerous springs that emerge up through fault zone throughout the area. Sections of Charleston View are prone to flooding. The Federal Emergency Management Agency (FEMA) flood zone mapping indicates that there some areas in Zone A. This zone is subject to inundation by the 1% annual chance flood event. The rest of the area is at either moderate risk at a 0.2% annual chance flood plain, or minimal risk outside of both the 0.2%, and 1% annual chance flood plain. Quite a bit of privately owned vacant land is affected by these designations (see Map 8 – Charleston View FEMA Flood Zones).

Access and Services

Charleston View is located in the Southeast section of Inyo County. Its eastern edge follows the California – Nevada border. It is about 26-miles west from Pahrump Nevada and about 45-miles from Las Vegas. It is approximately 20-miles from Tecopa and about to 30-miles from Shoshone. Charleston View is also located over 200-miles from the Inyo County Seat in Independence.

Charleston View does not have a US Post Office. The residents must get their mail delivered to post office boxes in Tecopa, Shoshone or Pahrump. There are also no services in Charleston View. The closest opportunities for services are in Pahrump, Nevada.

Schools

Charleston View is served by the Death Valley Unified School District (DVUSD). The DVUSD school house is located in Shoshone and currently all of the district's students use it. There are two other buildings, one at Cow Creek in Death Valley National Park and one in Tecopa, located along the Old Spanish Trial Highway. Due to a low student population the school house in Shoshone serves all of the DVUSD. This includes Tecopa, Shoshone, Furnace Creek Ranch and Stovepipe Wells, the Timbisha Shoshone Indian Village that is located in the park, Charleston View and Sandy Valley. The district covers 6,000 square miles. It is the largest school district in California by area.

DVUSD's facility in Shoshone serves for both an elementary school, the Shoshone Elementary School and a high school, the Death Valley Academy. For the current school year there are a total of 10 children enrolled in the elementary school that covers grades kindergarten through sixth grade and 14 in the high school that covers seventh through twelfth grade, for a total of 24 students. Close to 60% of both the grade school children and high school children are considered socioeconomically disadvantaged. Eight

Map 8 – Charleston View FEMA Flood Zones



children who currently live in Charleston View attend school in Shoshone, about 30-miles away.

Service Districts

Charleston View is served by two districts: the Inyo-Mono Resource Conservation District and the Southern Inyo Fire District. The Inyo-Mono Resource Conservation District covers all of Inyo County. It provides: technical assistance to landowners, services related to the improvement of land capabilities, resource conservation, prevention and control of soil erosion and public education. The Southern Inyo Fire District covers about 1,390-square miles and includes Shoshone, Tecopa and Charleston View. The main facility for the fire district is in Tecopa located along Tecopa Hot Springs road, approximately 20-miles away.

Water

Charleston View residents are served by individual water wells. The actual water quality of the water is unknown. Private wells are not regulated for quality other than bacteria levels. There has been some study of water availability in Charleston View. There are both shallow and deep aquifers in the area. Any major development in Charleston view would likely require drilling down to the deeper aquifer for sufficient water supplies. Some test drilling has been done but the results were intermittent as water was found in some spots, but not in others. Charleston View is located in the Pahrump Valley and shares the regional Pahrump Valley aquifer with it. Based on data collected and analyzed by Nye County Nevada this aquifer is in decline. The report also calls for more study. If the decline in the aquifer is found to be substantial, it could affect Charleston View with regard to potential development (see later hydrology discussion).

Sewer

There is not a community sewer district in Charleston View or any method other than private septic systems. Charleston View can handle increased development and density with regard to waste disposal and individual septic systems.

Other Utilities and Services

Charleston View is served by Pahrump Valley Disposal for solid waste disposal. There is a transfer station with a large dumpster for solid waste and recycling. There is no residential service. People must bring their trash to the dumpsters for disposal. Southern California Edison provides some electricity to the area, much of Charleston View does not have electricity, however. There is also no phone service (land line) in the area, but cellular service is available and works well throughout Charleston View.

Transportation

Charleston View can be accessed from the west by Highway 127 and the Old Spanish Trail Highway that connects it to Death Valley and further to Highway 395. The Old Spanish Trail Highway also connects it to Tecopa and Shoshone to the west and east to Pahrump and into Las Vegas via Nevada 160.

The County Road Department maintains the Old Spanish Trail Highway and Mesquite Road in Charleston View. The other roads in the area are locally maintained dirt roads and many are in poor condition.

There is no transit service provision in Charleston View.

Visual Resources

Charleston View is located on the west end of the Pahrump Valley and is surrounded by mountains that provide views in all directions out of Charleston View. All of these ranges are part of the Great Basin horst and graben geologic region. Horst and graben are regions that lie between normal faults and are either higher or lower than the area beyond the faults. A horst represents a block pushed upward by the faulting, and a graben is a block that has dropped due to the faulting.



Spring Mountains

To the north and east are the Spring Mountains with Mount Charleston at 11,918-feet that Charleston View is named for. The Spring Mountains include some of the tallest mountain peaks in southern Nevada. The mountains extend approximately 45-miles in a northwest direction from west of the City of Las Vegas to Pahrump. The Spring Mountains were named for the abundance of springs and seeps found in the area due to faulting. The range divides the Amargosa River Basin into two valleys, which includes the Pahrump Valley, and the Las Vegas Valley. With more than 8,000 feet of vertical relief, the Spring Mountains extend from just over 3,000 feet in elevation in the adjoining valleys to 11,918 feet at Charleston Peak. This gives the Spring Mountains varying eco-regions, from desolate and dry to forested and snowcapped in the winter. This makes the Spring Mountains visually interesting and appealing. They provide stunning views to east of Charleston View.

Nopah Range

On the West side of Charleston View is the Nopah Range. It is 4,200-feet at its highest point. The Nopah is a rugged, dry, mountain range, with sparse vegetation. It provides a classic desert vista with the many colors of the sedimentary rocks that it is formed from. Looking to the west from Charleston View, there is a gentle rise up to the sudden, dramatic, uplifted front of the Nopah. The alluvial fans around the base of the Nopah and the surrounding desert are dotted with desert vegetation that also provides color to the view. Although dry and sparsely vegetated, desert bighorn sheep make their home in the northern portion of the Nopah range year-round. Wild horses and burros are also found in the area.

Kingston Range

Looking to the South of Charleston View is the Kingston Range. The Kingston Range reaches 7,323 at the top of Kingston Peak. This range is dry, with an array of colors from the variety of rocks and minerals that it is composed of. The wilderness around and

including the Kingston Range is botanically one of the most diverse areas within the California Desert. Botanists have identified 505 native plant species. Cresote bush scrub vegetation is found at lower elevations and juniper-pinyon woodland at the higher. Also located in the wilderness is a portion of the Shadow Valley-Cima Dome Joshua tree forest (one of the densest concentrations in the world). Bird densities are also quite high and there is high species diversity as well. Other wildlife species found in the Kingston's include bighorn sheep, wild burros, coyote, black-tailed jackrabbits, ground squirrels, kangaroo rats, roadrunners, quail, rattlesnakes, tarantulas, and several species of lizards.

Pahrump Valley

The Pahrump Valley is mostly flat with mild slopes trending outward from it towards the surrounding hills and mountains. Much of the Pahrump Valley has very little development and wide open spaces. The valley floor is intermittently covered with creosote, Yuccas, mixed desert scrub and grasses. The town of Pahrump is the largest community in the Pahrump Valley. It had a population of 36,441 at the 2010 Census. Charleston View lying on the western edge of the Pahrump Valley shares the enduring desert charm of the rest of the Pahrump Valley. Although it is located only 26-miles from bustling Pahrump, it seems completely removed from the more urban element. The community itself is a small consolidation of residential units that are spread out enough from one another to create a feeling of privacy. Visually, Charleston View and its surroundings can be characterized as a harsh, washed out, landscape that is both beautiful and intimidating.

Cultural Resources

Native Americans

The Pahrump Valley was originally the home of the Western Shoshone and Southern Paiute. Ethnographers and anthropologists have found evidence that Native Americans were living in the Pahrump Valley for at least 13,000-years before the arrival of whites. They were a hunter gatherer culture that lived off the landscape. The area is sacred to the Pahrump Paiute and has been identified as part of the Salt Song Landscape. This is a sacred landscape to the Paiute that crosses extensive networks of desert and mountain landscapes across California, Nevada, Utah, and Arizona. A Salt Song is a cry ceremony. These are large gatherings for the farewell of a dead person, a sort of funeral to see the spirit off to the next world. It includes very specific songs about very specific places locally these places include: Mt. Charleston - the center of creation, Pahrump Valley, California Valley, Emigrant Pass, the Providence Mountains and the Kingston Range. The belief is the spirit will travel on the Salt Song Trail and the songs will make the journey easier for the spirit to get to the finale crossing. During the evaluations conducted for the Hidden Hills Solar Project lithic scatters were found in the area. Future development will require further study of the area with regard to potential Native American cultural resources.

American Settlement

The Pahrump Valley was slowly inhabited by American settlers in the late 19th century. They reportedly chose the name for Pahrump after the original indigenous name *Pah-Rimpi*, or "Water Rock," It got this name because of the abundant springs in the valley.

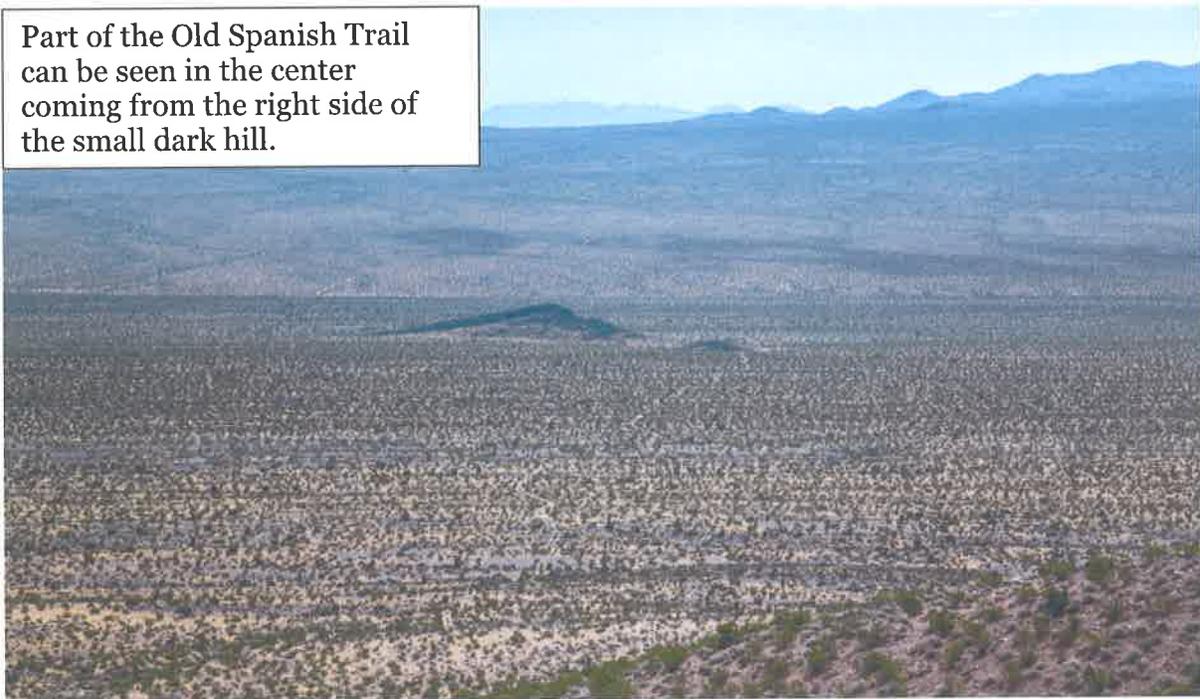
These springs bubble up to the surface through the extensive faulting in the Valley. Due to the availability of water, early settlement took the form of large ranch style development. Ranchers grew cotton, alfalfa and raised livestock. In Charleston View there were three original homesteads that were eventually merged into the Hidden Hills ranch. It was not extensively developed, however, and evaluations for the Hidden Hills Solar Project did not find significant historic resources with regard to early American settlement in Charleston View.

The Old Spanish Trail

The Old Spanish Trail traverses through Charleston View. It was an important trade route for the Spanish colonies in northern New Mexico and southern California. It later became a major route for American settlers headed for Los Angeles. Many of these travelers were Mormons. The Old Spanish Trail went through Charleston View east to west and continued on over the Emigrant Pass. The Trail went on through present day Tecopa and then headed south into Los Angeles. There are still noticeable traces of the Old Spanish Trail in Charleston View.

The Old Spanish Trail is a significant historic resource. Future development in Charleston View will need to evaluate and considered it as part of potential development analysis in areas where it could be impacted.

Part of the Old Spanish Trail can be seen in the center coming from the right side of the small dark hill.



National Landscape Conservation System

The National Landscape Conservation System (NLCS) lands are managed by the Bureau of Land Management (BLM) and currently include more than 26-million acres of public land. NLCS landscapes are managed to ensure their conservation, protection, and, if needed, restoration for the long-term benefit of surrounding communities. Created in 2000, the Conservation System within California includes almost 5-million acres. As

part of the Desert Renewable Energy Conservation Plan (DRECP), land located in the southwest section of the Charleston View Specific Plan area and extending south through the California Valley into San Bernardino County and north past Shoshone into the Chicago Valley are identified for potential NLCS designation. This designation could potentially be both an issue and/or opportunity. An NLCS designation could prevent or limit the more traditional land uses on BLM managed lands, such as mineral extraction, grazing and OHV use. On the other hand, this designation could be a way to keep the current landscape intact to help promote the area for eco-tourism. Either way, this potential designation will need to be recognized as the Specific Plan develops and with future development proposals in Charleston View.

Hydrological Resources

The Charleston View area does not have surface water features. Instead, groundwater flows beneath the surface within the Pahrump Valley Groundwater Basin. This basin is located between the Pahrump Valley and the Amargosa River with boundaries consisting of the mountains in the Nopah Ranges and Kingston Range. The Basin straddles the Nevada – California border covering 1,050-square miles, and includes the populated area of Pahrump, Nevada. Ground water movement is generally southwestward. The Basin is an example of a partly drained, closed basin, and happens to be one of the most over appropriated basins in Nevada with the highest density of domestic wells of any basin in Nevada. As noted earlier in this report, if the decline in the aquifer is found to be substantial, it could affect Charleston View with regard to potential development.

The Pahrump Valley aquifer is recharged at a rate of approximately 17,600-21,800-acre feet per year (AFY) through percolation of runoff at the base of the bordering mountains and from the infiltration of precipitation that falls on the valley floor. Discharge occurs downgradient between Tecopa and Shoshone through natural springs, evapotranspiration, and inter-basin underflow by way of a deep aquifer system running into lower lying Amargosa and Death Valley Groundwater Basins. Depth to water range from about 98 to 123-feet below the surface.

The Aquifer also feeds into the nationally recognized Amargosa River. Because of this, management actions in this area need to prioritize protecting and enhancing groundwater flows. In particular, this means actions in the Charleston View area, where groundwater levels continue to drop by a foot or more per year.

Groundwater pumping has taken place in the Basin since 1913. Groundwater usage may have peaked in 1968 with a pumpage rate of 47,950-AFY, but since that time pumpage has lessened. In 2012, total pumping in the Pahrump Valley was 14,136-AFY, an increase of 784-AFY from 2011.

Biological Resources

Charleston View contains important tortoise and burrowing owl habitat. Surveys conducted within recent years have also documented 17 rare plant species, including four species which are known only from Charleston View. Public Lands on the west side of Charleston View have been designated as Priority 1 and Priority 2 Desert Tortoise

Connectivity Corridors in the Solar PEIS. Tortoise sightings are frequent by locals in the area. Again, these lands provide connectivity between protected areas, and should be addressed in any planning or development that may be proposed in Charleston View.

The geographic isolation and dry desert conditions existing in the region generate a broad biotic community. Reptiles inhabiting the sandy flats include the Gopher snake, Desert Tortoise, Zebra-tailed lizard, and Desert iguana. A variety of small rodent species can also be found living a burrowing and nocturnal life. Species include the Kangaroo rat, Deer mouse, Harvest Mouse, and Desert Wood rat. The White-tailed Antelope Ground Squirrel and the Round-tailed Ground Squirrel, along with the larger Amargosa Pocket Gopher and the Botta Pocket Gopher may be in the area too. Rabbits and hares include the Desert Cottontail and the Black-tailed Jackrabbit.

Generally the environment does not support larger animals but Desert Bighorn sheep and a small herd of wild horses have been spotted in the area. Coyotes, badgers, bobcats, and gray foxes may also be in the area, preying on rodents and rabbits. By night, a wide variety of bats take flight. Bat species found in the area include the Western Pipistrelle, Big Brown, Brazilian free-tailed, Spotted, and three species of Myotis.

Pahrump Valley offers a heaven for migrating birds, and therefore, bird watching. Forty-five (45) species have been seen including the Tundra Swan, Peregrine falcon, the Common Goldeneye, Goshawk, Hermit Thrush, and Townsend's Warbler. Sighting of the Peregrine falcon and Goshawk mark a significant milestone for the area as these species have rarely been seen in the Death Valley region.

The area is significant for the Tundra Swan because while resting here it will molt and regrow its flight feathers. The Audubon Society expects the species to dwindle in future years due to climate change. Overall, the Valley offers great opportunity for bird research, particularly for migration monitoring, and bird specific education opportunities.

Public Outreach and Introduction to the Plan

On October 21, 2015 a public meeting was held at the St. Therese Mission conference room for the Charleston View Specific Plan effort. The meeting started with introductions and descriptions of the specific plan projects and why the County is preparing them. Staff took a head count of the people who were at the meeting, there were about 40. Staff also asked people to identify whether they live in Charleston View (9 people) or own property in Charleston View, but don't live there (21 people). Some people did not answer.

Comments taken at the public meeting

Staff took comments from the attending public with regard to issues and opportunities in Charleston View and the southeast part of the County in general. The comments included:

Issues:

- Flood zones, channels have moved. The fire on Mt. Charleston may have changed the drainage patterns.
- Unpaved roads, County does not maintain, schools buses on the roads cause them to degrade.
- Flood ditch on Carpenter Ave (needs improvement?) – by Mary’s house.
- Electricity, most of Charleston View is not served, criteria to hook up makes it difficult/cost prohibitive?
- Water, sewer, gas stations, propane and etc. there is very little infrastructure.
- Charleston View needs a cooperative/service district, solar zoning? And local electricity from local solar.
- The water table and supply, connections to the Amargosa water supply.
- Solar should be away from the existing community.
- The turn-out at the Mission and traffic on Old Spanish Trail Highway.
- Community wants to be left alone.
- Traffic and the condition of the roads, need a wider road (Old Spanish Trail Highway) lots of traffic from people going to dunes (off roaders).
- It’s a special place ecologically, birds.
- No street signs.
- Their PO Boxes are in Pahrump not in Inyo County.
- Parts of Charleston View have less ecological value.
- The location, closer to Nevada, 3-hours from the County seat (Independence).
- Old Spanish Trail has historic resources.
- Inconsistent lot sizes with the zoning.
- Permitting fees and development costs (too high), fees for various districts (also too high).

Opportunities:

- Rural-ness, no lights, quiet.
- Pahrump is growing. Old Spanish Trial Highway provides connections and is a major thoroughfare – toll road.
- A 40-ft limit on the Old Spanish Trial Highway at the pass for mining trucks and Duners, expand and reconfigure the road.
- Signage.
- Don’t change it.
- Development will probably happen anyway.
- Ecotourism, OHV, birding and hiking.
- BLM highlighting historic Old Spanish Trail. Charleston View has the most intact segment of it.
- Community center, visitor information.
- Educate and correct behavior.
- Fees.
- No street lights, dark sky regulations (like Stove pipe Wells).
- Don’t change has clean water, etc., respect local residents.
- Cottage industries.

- Farming (small scale), community gardens, small scale organic for Las Vegas market.
- Las Vegas is full, development is coming.
- Split Southeast County off of Inyo County – get rid of us.
- Allow for smaller houses, travel trailers, alternative types of housing (like straw bale houses, etc.).
- Water, where will it come from. Can we limit, regulate water use? Water meters? (the idea of water meters was generally disliked by all).
- Self-sustaining community (solar) battery banks, providing local solar.
- Water from Charleston View goes to Tecopa.
- Reopen County Road 16, and other old roads (like the southern route).
- Control lighting.
- Designate more open space.
- Can the solar overlay be removed?
- Flood control.

Connections between Tecopa, Shoshone and Charleston View:

- Sheriff, same school system, fire department presence in Charleston View, funding issues, personnel issues.
- Mail.
- Waste handled in Inyo County.
- Water
- Harmonizing development.
- Connections to Pahrump and Las Vegas.
- Agriculture.
- Fiber optic cable.
- Air monitoring.
- Flooding.
- Cell Service.

Issues and opportunities based on existing conditions

Issues

- Potentially insufficient supply of water
- No infrastructure
- No utilities
- No services
- Junk
- Some inconsistencies between the Zoning and General Plan designations
- Flood Zone
- Distance to schools
- Absentee landowners
- Cultural Resources
- Potential federal landscape designations

Opportunities

- Largest consolidation of private land in Inyo County
- Clean slate for planning purposes
- Proximity to Pahrump and Las Vegas
- Connections to Shoshone and Tecopa
- Beautiful desert landscape
- Mostly flat
- Good main road connections to and through
- Potential federal landscape designations
- Old Spanish Trail
- Cultural resources

Next Steps

Staff will be scheduling visioning meetings in Charleston View for the next phase of the Specific Plan process. The results of this existing conditions report will be shared with the community and the issues and opportunities will be discussed to establish the changes and enhancements (if any) the community would like with regard to the future of Charleston View. The results of these exercises will be used to create the long range vision and goals for Charleston View and will be further used to establish an implementation strategy.

Tecopa Specific Plan Existing Conditions Report



Inyo County, April 2016

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What is a Specific Plan

A specific plan is a tool that local jurisdictions in California can use to guide development in a specified sub-area of the jurisdiction. It is an addition to the policies and visions of a jurisdiction's General Plan for a specified area. A specific plan can also provide for more detailed development planning than the general plan does for the defined area. The Specific Plan focuses on an explicit area to help evaluate and understand land use issues in the area, create a vision and goals for the future of the area and prepare a strategy to implement the vision and goals.

Background

Why a specific plan for Tecopa

During the adoption discussions for the Renewable Energy General Plan Amendment (REGPA), the Inyo County Board of Supervisors directed staff to research what a Specific Plan for Charleston View would entail and potentially accomplish. During the presentation of the potential Specific Plan for Charleston View to the Board, members from the Tecopa and Shoshone communities requested that the Board direct staff to prepare Specific Plans for their communities as well.

The communities in the southeast part of Inyo County are often overlooked due to their low populations and the remote nature of the area. Recently there has been a new focus on this part of the county due to the REGPA, the proposed Hidden Hills Solar project, an increased interest in tourism, and more specifically eco-tourism and elevating concerns about diminishing water availability. There has also been a growing interest in federal designations for the public lands in southeast Inyo County. Much of the proposed federal designations discussion came out of the Desert Renewable Energy Conservation Plan.

Setting

Tecopa is located in the Southeast section of Inyo County about 40-miles from Pahrump Nevada to the east and approximated 4-miles from the San Bernadino County line to the south. It is part the Mojave Desert and averages about 5-inches of rain per year. Tecopa sits east of Death Valley National Park south of Death Valley Junction and Shoshone along Highway 127 and the Amargosa River. Tecopa has groundwater resources, with numerous hot and cool springs throughout it. The water has a very high mineral content that is optimal for bathing but not the best for drinking. The hot springs have been used for health and relaxation throughout the area's history beginning with the Native Americans who lived in the area. The cooler springs are marked by lush vegetation and provide habitat for various birds and animals. The Amargosa River also makes its way through Tecopa, providing wetland areas that are also rich with vegetation, bird and animal life. Parts of these wetlands are home to the endangered Amargosa Vole and are undergoing habitat restoration. Tecopa and the surrounding area is best described as desolate and rugged. It is also visually appealing with a lot of relief and varying rocks, minerals and desert plants that provide a range of washed color.

History

The Old Spanish Trail, which spanned from Santa Fe New Mexico to Los Angeles, and later the Mormon Wagon Road ran just east of Tecopa and brought the first American settlers to the area. These first settlers were a mix of explorers, horse traders and

prospectors. Mining became the main draw for the people who moved to the Tecopa area. Prior to these first settlers, there was a sizable population of Native Americans in the greater Death Valley area. These groups included the Southern Paiute, Shoshone and Kawaiisu people. The Southern Paiute were the most populous in the Tecopa area and had villages at Tecopa Hot Springs and Resting Springs.

Tecopa was founded as Brownsville in 1875 by a pair of brothers William and Robert Brown. Later when Jonas Osborne bought out the Brown brothers he renamed it Tecopa after a local Indian Chief.

Mines developed in the areas surrounding Tecopa and by the 1860s it served as the primary settlement for the miners in the area. The original site of the Tecopa settlement was about 5 miles southeast of Resting Springs. When the Tonopah Tidewater Railroad reached the area in 1907, the Tecopa settlement was moved so it could be along the rail line. Although most people came to the area to mine ores, salts, primarily borax, provided the most success. Tecopa has had throughout its history a boom and bust economic cycle, typical of an area with mining as its main economic driver.

Plan Area

Tecopa Hot Springs, Tecopa Heights, Tecopa

The area defined for the Tecopa Specific Plan is approximately 3,766-acres (this is a total of parcel area, does not include roads or right of ways). It is comprised of three areas that are developed with low density residential uses mixed with commercial uses that consist primarily of hot springs facilities, resorts and campgrounds. These areas are locally referred to as Tecopa Hot Springs, Tecopa Heights and Tecopa.

Tecopa Hot Springs

Tecopa Hot Springs is principally a winter resort community. The hot springs located in Tecopa Hot Springs are the main draw to the area and are responsible for the livelihood of the several resorts located in the area. At the center of Tecopa Hot Springs is a County park/campground and hot springs facility and a County community center. The private resorts provide a mixture of services including motels, restaurants, hot baths and saunas, campground, trailer park, laundromat, and permanent residential units.

Tecopa Heights

Tecopa Heights is a residential area with one resort located on the northeast end at the intersection of the Old Spanish Trail Highway and Furnace Creek Road. This area has been subdivided into smaller sized parcels reflecting the intention of the area to be a residential community.

Tecopa

Tecopa is located at the intersection of Tecopa Hot Springs Road and the Old Spanish Trail Highway. The post office and a church are located in Tecopa. There is also a new brew pub, an old motel and apartment complex and an abandoned trailer park. The Tecopa School is located in the Tecopa area; it is not being used presently. Tecopa is the historic town site and the entire area was built on a thriving mining industry. The Tonopah and Tidewater Railroad passed through Tecopa and there was a rail stop and

station located at its center. The old railroad station has been renovated to house the brewpub.

The three areas of Tecopa are separated by vacant lands, much under federal management. Tecopa and Tecopa Heights are about 1-mile apart, and Tecopa Hot Springs and Tecopa are about 2-miles apart. The geography, land ownership pattern, and stark open space between these areas act to emphasize this distance. The geographic disunity makes the Tecopa Specific Plan area difficult to approach as a cohesive unit. The Plan will, however, evaluate Tecopa in total and work to find ways to create unity between the three areas. Since the Tecopa Specific Plan is being developed in conjunction with the Shoshone and Charleston View Specific Plans, it will also work to create cohesiveness between them as well (see Map 1 – Tecopa Specific Plan Vicinity Map).

Who Lives in Tecopa

The American Community Survey (ACS), US Census, for the period 2010-2014 estimates the population of Tecopa at 115 people. The number of households is about 60 giving a person-per-household number of 1.92. According to the ACS there are approximately 12 children under the age of 5 and about 8 children aged 5 to 19 for a total of 20 children representing 17% of the population. Tecopa has a very high median age of 55-years. Thirty-nine people in Tecopa are over the age of 65 representing 35% of the population. Everyone who participated in the ACS in Tecopa reported themselves as White. The number of people living in poverty is 60 or over half of the population (52%) and the unemployment rate is 19%.

There are approximately 60 occupied housing units in Tecopa (lived in for more than half the year). Thirty-seven or 62% are owner occupied and 23 or 38% are renter occupied. The most common housing type is mobile home representing 63% of housing units and single-family homes 37%. There are no multi-family housing units reported in Tecopa.

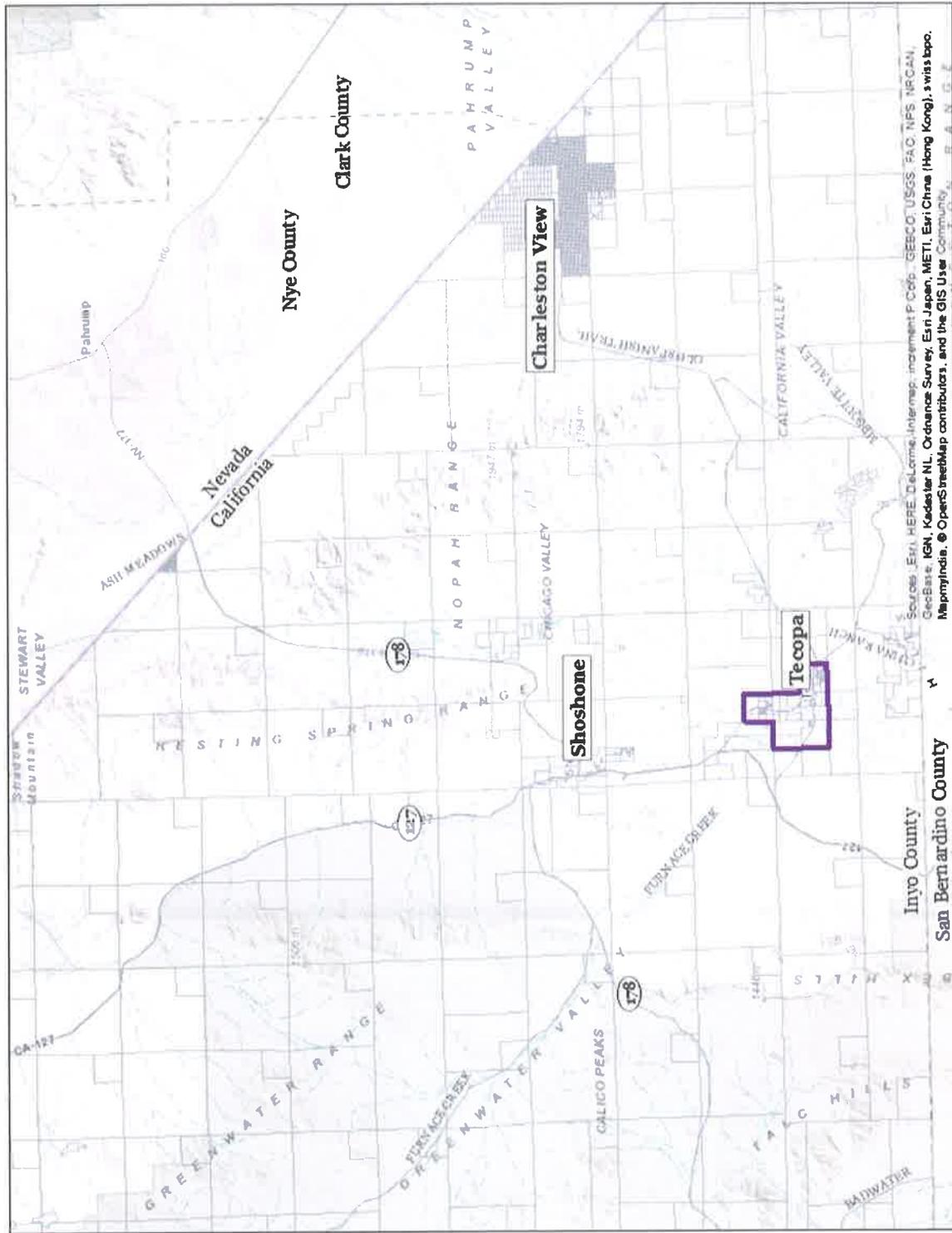
The Business Community

There are two resorts that also have campgrounds and RV Parks in Tecopa Hot Springs. There is also a RV Park, and a campground with access to hot baths. The County campground and RV Park also offer hot baths. Two restaurants are located in Tecopa Hot Springs. There is one resort in Tecopa Heights and Tecopa has a new brewpub. Below is a brief summary of the businesses in the Tecopa area. Staff met with several of the owners/operators. Their ideas and concerns are reflected below, as well.

Tecopa Hot Springs Resort

Delights is located in Tecopa Hot Springs. It is a privately owned business that offers private mineral baths, cabins, motel rooms, and a Recreational Vehicle (RV) park. The owner of Tecopa Hot Springs Resort states that business has increased over the past couple of years and last year was the best they had ever had. They are finding visitors are coming to Tecopa for the hot springs and eco-tourism type recreation. She is also finding that recently about 60% of her guests are staying in Tecopa for what it has to offer and not just as a Death Valley vacation side trip. This is a change that has happened over the past several years. They have an interesting mix of people who stay at

Map 1 – Tecopa Specific Plan Vicinity Map



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBasis, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox India, © OpenStreetMap contributors, and the GIS User Community

the resort from bird watchers to elderly cyclists to a group of Quakers. As far as what could be a benefit to all of Tecopa, she thinks that more multi use trails connecting the areas of Tecopa together and to Shoshone and Charleston View would be great, as well as, more arts and culture facilities and events, support for cottage businesses and community gardens, a community pool and a new or updated community center that is large enough for exercise classes and community events for the people who live in Tecopa, more funding for the local fire department, better public transportation to Tecopa Heights and site serving community solar facilities.

Delights Hot Springs

Delights is located in Tecopa Hot Springs. It is a privately owned business that offers private mineral baths, cabins, motel rooms, and a Recreational Vehicle (RV) park. You can also arrange to have massages. The owner of Delights stated that since he bought the business in the early 2000s many of the businesses including his have gone through a cycle of regeneration and improvement. According to him, last year and the beginning of this year have been his best since he purchased the business. He is also finding that his visitors are coming specifically to Delights and not just as an addition to a Death Valley visit. The owner, like the southern Paiute who were the first people known to enjoy the hot springs in the area, believe that the water has healing powers and many of his return visitors come for relief from their ailments. Delights owner feels that improvements for Tecopa should include better trash collecting services, he finds that there is still a trash problem in Tecopa, the fire department needs more funding and that the County should pass an ordinance to allow for marijuana growing operations.

Tecopa Hot Springs campground and pool, County Park

This Inyo County owned facility is located in Tecopa Hot Springs and run by a concessioner. It features a campground with restroom facilities, showers, two bathhouses with separate enclosed men's and women's hot mineral pools, a small private pool, play equipment and a community center. It is unique in that it is the only County pool that requires no clothes. The Tecopa Hot Springs County facility had some issues several years back and the new concessioners are working to get it back up to its full potential. They report that business is up considerably over the past couple of years since they began running it and they are optimistic about its future.



County Campground

Petersen's Tecopa Palms RV Park

Petersen's Tecopa Palms RV Park is located in Tecopa Hot Springs and has approximately 25 RV camp spots with full hookups. The park also offers hot springs with private baths.

Death Valley Internet Café

The Internet Café is located in Tecopa Hot Springs. It offers free wi-fi to customers and operates a restaurant and bakery. It is part of Delights Hot Springs. They advertise that their food is made mostly from organic ingredients and, whenever possible, are locally-sourced. The café also has a small stage area for local and visiting musicians to play and entertain the other guests. The walls are covered in art work done by one of the restaurant's employees. The Café also has a cash machine.



Death Valley Internet Cafe

Pastels Bistro

Located in Tecopa Hot Springs, Pastels' offers a blend of gourmet and natural foods. Its menu is focused on healthy choices with foods made from the freshest ingredients available. It is located between the County's hot springs pools and Tecopa Hot Springs Resort.

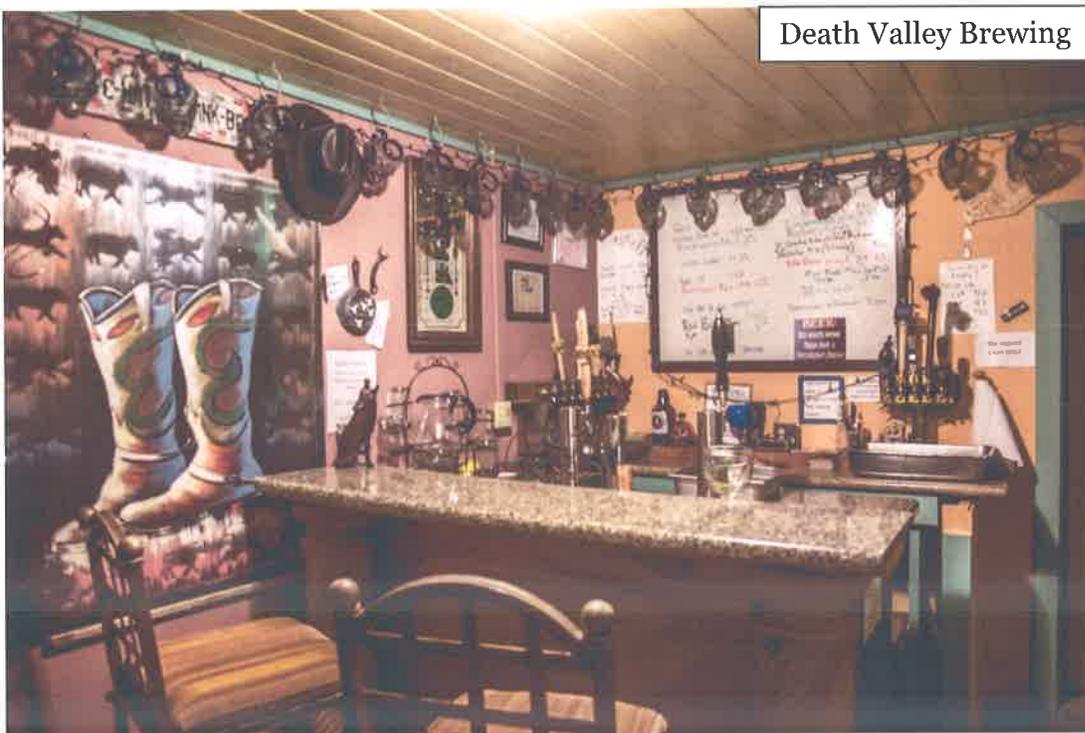
Cynthia's Bed and Breakfast

Cynthia's is located in Tecopa Heights at the intersection of the Old Spanish Highway and Furnace Creek Road. It is privately owned and offers mineral baths, guest rooms and breakfast in a homey setting. Through Cynthia's, teepee rentals at the China Ranch Date Farm are also available.

Death Valley Brewing – pub

Death Valley Brewing is the only brewpub in southeast Inyo County and the only place in Tecopa that serves alcoholic beverages. It is located in the historic area of Tecopa. The brew pub offers an eclectic assortment of beers, ales and a root beer. The pub does not have internet or cell service for a true get away from it all experience. The brewpub is a

fairly new business, so there is not a lot to report on change or improvement in the business, although the owner states it is going pretty well. As far as Tecopa business, in general, he believes that some changes to the zoning in the area could be very beneficial, especially if the County could find ways to approve zoning and/or conditional uses, as preapprovals for area properties, to incentivize businesses to site there. Specifically, he would like to see more commercial and resort commercial zoning in Tecopa/Tecopa Hot Springs, commercial zoning at Resting Springs, and pre-approval for bottling facilities in Tecopa, which is a conditional use. He also thinks that some higher density residential in Tecopa would be appropriate since there is potable water and sewer availability there. Also, a clear process and appropriate zoning or preapproval for large events for Tecopa and Tecopa Hot Springs as well as site serving solar facilities for all of the Tecopa area could also be beneficial.



China Ranch

Located about 7-miles southeast of Tecopa, is the China Ranch Date Farm. It is a family owned and operated date farm. China Ranch grows and sells several varieties of dates. They also sell baked goods that celebrate dates and offer a date shake, plus they run a souvenir shop at the modest Ranch store. China Ranch, much like the rest of southeast Inyo County is steeped in history.



China Ranch

According to the China Ranch website, based on available information, a Chinese man named either Quon Sing or Ah Foo made his way to the area that is now China Ranch after years of working in the Death Valley borax mines. He developed the property and planted fruits, vegetables and raised meat products to sell to the local miners. It became known as Chinaman's Ranch. Sometime in 1900, a man named Morrison came along and ran the Chinese farmer off the property and claimed it. China Ranch has had many owners and various operations over the years including a fig farm, cattle ranch, hog farm, and an alfalfa farm. In 1970, the property was purchased by the Brown and Sorrells families of Shoshone and they still own it today.

The original date trees were planted from seeds in the early 1920's by Vonola Modine, the youngest daughter of RJ Fairbanks of Shoshone. Approximately half of the date trees are male and produce only pollen. The female trees bear their fruit in the fall. These trees yield from 100-300-pounds of dates in a season.

China Ranch also provides one of several trailheads into the Amargosa Canyon. The canyon begins just south of Tecopa and runs in a southerly direction for about 9-miles. The main trail follows (as much as possible) the old roadbed created by the construction of the Tonopah & Tidewater Railroad in 1906-07.

The Owner of China Ranch as seen a steady slow growth in business over the past few years. The Ranch is limited in the amount of growth they can accommodate as China Ranch is under a conservation easement and they cannot plant or expand over more than 218-acres, which leaves some, but not a lot of room for growth. He states that they are finding much of their business is centered on an ecological niche they have created that includes the Amargosa Canyon Trail, the area's geology, biological diversity, birding opportunities and history.

Other Area Attractions

Grimshaw Lake Watchable Wildlife Site

Grimshaw Lake is administered by the BLM. It is a one-mile trail on the abandoned Tonapah & Tidewater railroad grade. The area offers open views of the Tecopa Basin and within the wildlife site there is an abundance of animals and especially birds for viewing.



Grimshaw Lake

Resting Springs Ranch

Resting Springs Ranch is located near Tecopa, about 36-miles to the north. It was historically a very important watering spot throughout the history of the Old Spanish Trail. It was also the location of several mines, a mining camp and a mill. Currently, it is private property and does not have visitor services.

Wilderness Areas

There are several wilderness areas around Tecopa. These wilderness areas are administered by the BLM and include the Nopah, South Nopah, Ibex, and the Resting Springs Wilderness areas. Wilderness areas provide hiking trails and the opportunity for solitude in natural environments. No motorized vehicles are allowed in these areas and there are no camping amenities, only wilderness camping is allowed.

Dumont Dunes

The Dumont Dunes Off-Highway Vehicle Area (OHV) located about 30-miles from Tecopa. It is a remote area for off-highway vehicle recreation. The elevation of the dunes varies from 700 feet, at the river, to 1200 feet at the top of Competition Hill, the tallest of the dunes. Some of the people heading for the Dumont Dunes drive through Tecopa and/or visit Tecopa. The Dunes provide some economic benefit to Tecopa from these visitors. The average annual visitation to Dumont Dunes is approximately 50,000 per year. The OHV season runs from October to April.

Death Valley National Park

Death Valley National Park is located approximately 67-miles from Tecopa. Death Valley is known for its extremes. Much of it sits below sea-level and the lowest elevation point in the U.S. is found there. It also the hottest and driest National Park in the U.S. The park provides striking visual contrasts from towering peaks that can be covered with winter snow to large dry lakebeds and an array of multicolored mountains and hills. Death Valley is a huge visitor draw to Inyo County. The Park Service reports that Death Valley hosted 1,154,843 visitors in 2015. This level of visitation is good for Tecopa's economy, as well as the rest of Inyo County's.

Current Ownership

A majority (3,096-acres or 82%) of the land in Tecopa is publically owned and managed by agencies other than the County leaving 669-acres or 18% privately owned. In the category of publically owned land, a majority is managed by the Bureau of Land Management (BLM). Public land management breakout:

| | | |
|--|-------------|------|
| Bureau of Land Management | 2,978 acres | 96% |
| California Department of Fish and Game | 83 acres | 3% |
| Death Valley School District | 28 acres | .9% |
| Tecopa Cemetery District | 7 acres | .1% |
| Total | 3,096 acres | 100% |

See Map 2 - Tecopa Public and Private Lands

There are dual management arrangements in the publically managed lands as well. The County's Tecopa Community Center, campground, hot springs facility and the Southern Inyo Fire District's facility are located on BLM land.

Zoning

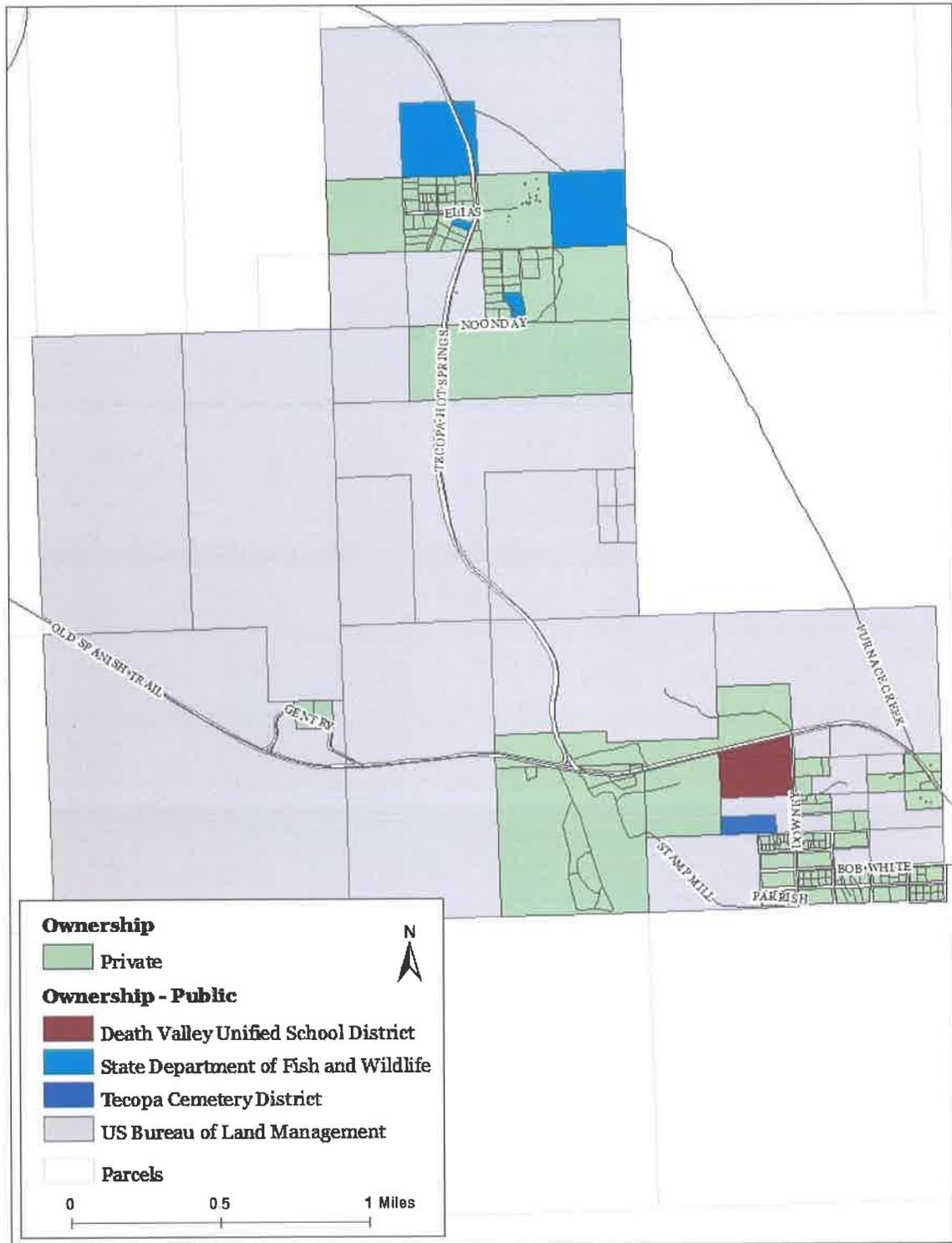
Tecopa's Zoning breakout is as follows:

| | | |
|--|-------------|-------|
| Open Space (OS) | 2,839 acres | 75.4% |
| Multi – has more than one designation | 610 acres | 16.2% |
| Rural Residential (RR) | 164 acres | 4.3% |
| Public (P) | 74 acres | 2% |
| Commercial Recreation (C5) | 48 acres | 1.3% |
| Single Residence or Mobile Home Combined (RMH) | 15 acres | 0.4% |
| Highway Services and Tourist Commercial (C2) | 9 acres | 0.2% |
| Multiple Residential (R2) | 7 acres | 0.2% |
| Total | 3,766 | 100% |

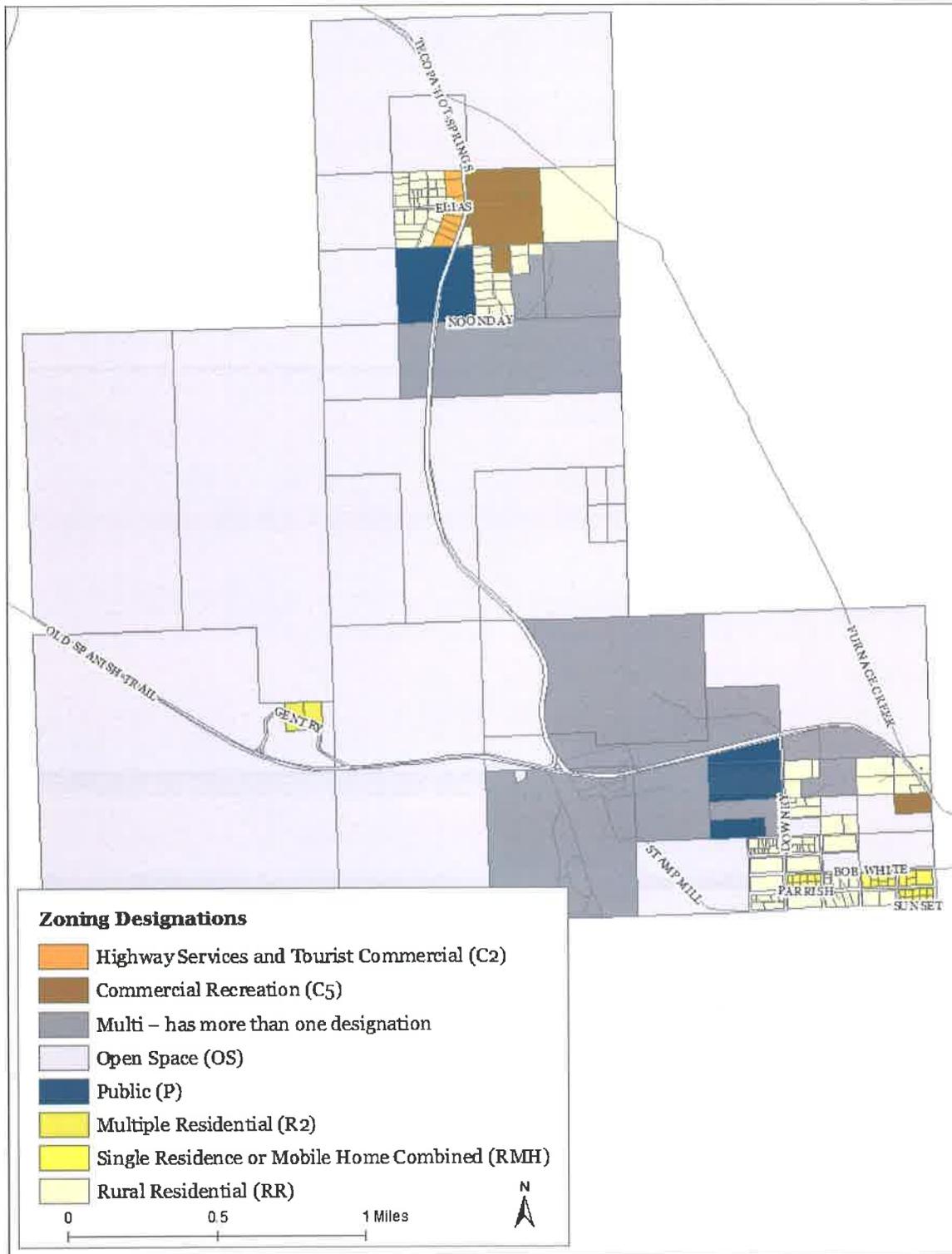
See Map 3 - Tecopa Current Zoning Designations

Most of the area (75%) is zoned open space with multiple zoning (parcels with more than one zoning designation) having the next highest percentage. Much of the multiple zoned properties have open space as one of the designations. Current zoning is mostly relevant for any future planning or development in Tecopa for privately owned vacant parcels as the zoning designations can directly affect what types of planning and development can happen. As part of the bigger picture, zone reclassifications may be

Map 2 - Tecopa Public and Private Lands



Map 3 - Tecopa Current Zoning Designations



proposed as part of the Specific Plan to help lay the foundation for community’s vision for the area. Currently there are approximately 231-acres of privately owned vacant land in Tecopa. The zoning designations breakout is as follows (these totals include multi zoning broken out into each zone):

| | | |
|--|-----------|-------|
| Open Space (OS) | 124 acres | 53.3% |
| Rural Residential (RR) | 86 acres | 37.4% |
| Commercial Recreation (C5) | 18 acres | 7.9% |
| Single Residence or Mobile Home Combined (RMH) | 3 acres | 1.4% |
| Total | 231 acres | 100% |

See Map 4 – Tecopa Zoning on Privately Owned Vacant Land

There are approximately 669-acres of privately owned land in the Tecopa Specific Plan area. About 231 or 35% of those acres are vacant. Much of what is developed is developed with a low density use. Over half (53%) of the vacant privately owned land is zoned open space. This is a very low density zone primarily designated for agriculture, ranching, and associated uses. It does also allow for single family home development. Rural Residential is the zoning designation with the next highest percentage of vacant land. It too, is a low density designation.

General Plan

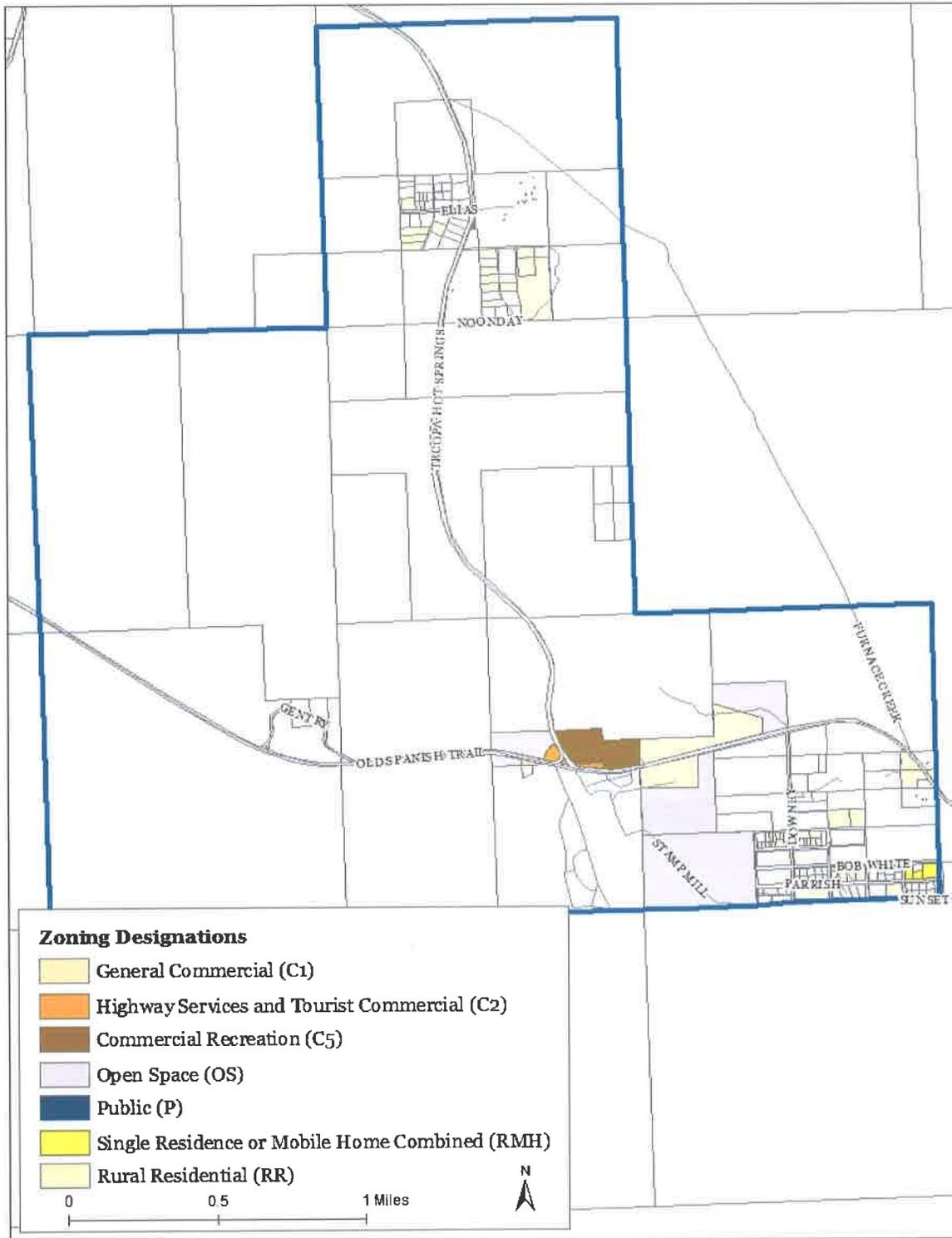
The General Plan provides visions, goals and policies with regard to land use development in the County. The General Plan, similar to the zoning ordinance, also provides direction to the type, location, and intensity of development that occurs in the County. The General Plan breakout is as follows:

| | | |
|--|-------------|-------|
| State and Federal Lands (SFL) | 2,052 acres | 55% |
| Multi – has more than one designation | 682 acres | 18% |
| Open Space and Recreation (OSR) | 674 acres | 18% |
| Residential Rural High Density (RRH) 1 unit/acre | 128 acres | 3% |
| Public Service Facilities (PF) | 74 acres | 2% |
| Resort/Recreational (REC) 1 unit/2.5 acres-24 units/acre | 53 acres | 1% |
| Rural Protection (RP) | 41 acres | 1% |
| Residential Estate (RE) 1 unit/5-acre | 40 acres | 1% |
| Residential Very Low Density (RVL) 2 units/acre | 15 acres | 0.38% |
| Retail Commercial (RC) | 5 acres | 0.13% |
| Residential Rural Medium Density (RRM) 1 unit/2.5 acres | 2 acres | 0.06% |
| Total | 3,766 | 100% |

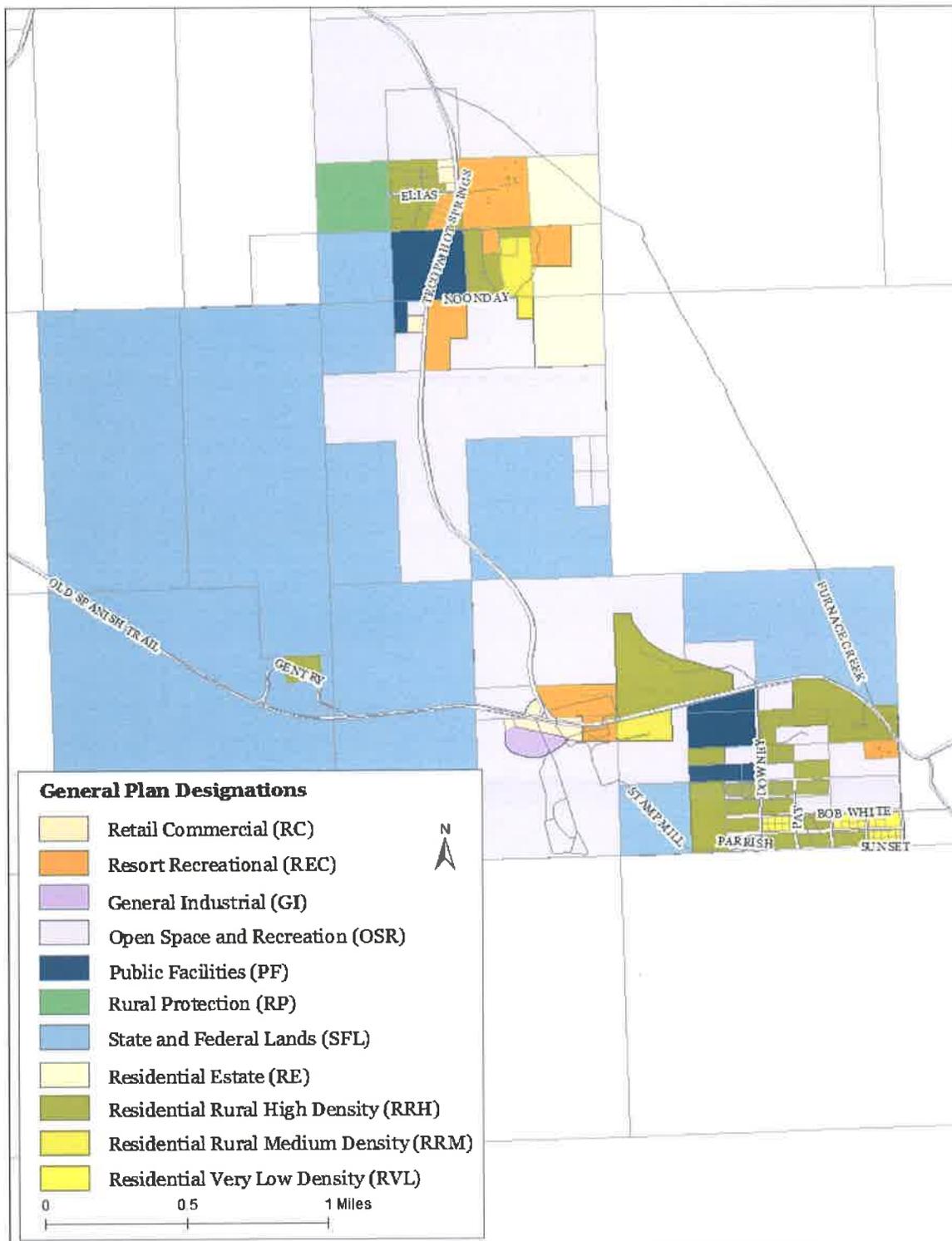
See Map 5 – Tecopa Current General Plan Designations

The General Plan category of State and Federal Land has the highest percentage (55%) of land designated to it. The Multi category and Open Space and Recreation categories have the next highest amount with 18% each. Below is the privately owned vacant land by General Plan designation (these totals include multiple General Plan designations broken out into each General Plan category):

Map 4 – Tecopa Zoning on Privately Owned Vacant Land



Map 5 – Tecopa Current General Plan Designations



| | | |
|---|----------|------|
| Open Space and Recreation (OSR) | 60 acres | 26% |
| Residential Rural High Density (RRH) 1unit/acre | 58 acres | 34% |
| State and Federal Lands | 43 acres | 19% |
| Residential Rural Medium Density (RRM) 1unit/2.5 acres | 27 acres | 12% |
| Resort/Recreational (REC) 1unit/2.5 acres-24 units/acre | 17 acres | 7% |
| Residential Very Low Density (RVL) 2units/acre | 3 acres | 1% |
| Retail Commercial (RC) | 2 acres | 1% |
| Total | 231 | 100% |

See Map 6 – Tecopa General Plan Designations on Privately Owned Vacant Land

Similar to the zoning designation patterns the General Plan designations on privately owned vacant land are for low density development and primarily residential. The Specific Plan process may include reevaluating the General Plan designations currently found in Tecopa for changes to support the vision the community develops. Both the General Plan and Zoning designations that are currently on the vacant private lands would cause future development to be low density and mostly residential.

Current Actual Uses

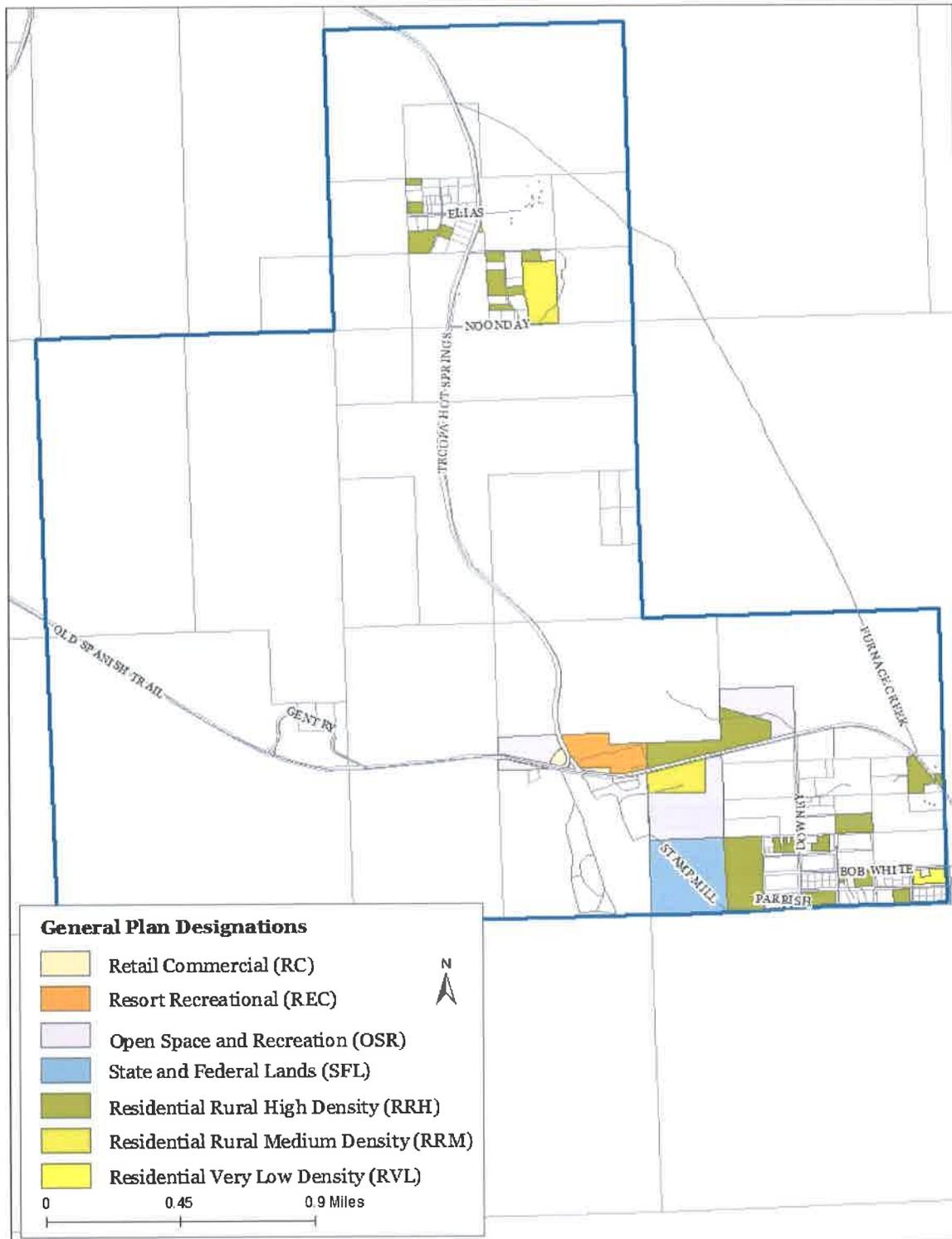
Surveys of the Tecopa area were conducted in the fall of 2015. The area is characterized by single family homes mostly mobile homes and resorts. Many homes in the Tecopa Hot Springs area also have private bath houses located on the property. There are clusters of development in Tecopa Heights and Tecopa Hot Springs with large areas of open space between. There are also areas with high concentrations of storage (cars, metal scraps, cans and other sundry materials) around the residential areas. Some of the places have their stored materials crossing property lines and encroaching into the dirt access roads. There are clusters of properties with ‘storage’ and it’s hard to tell in some areas where one property ends and the next begins as these items run between them without breaks.



Most of the development follows the basic current zoning and general plan designations, meaning places that have residential designations have residential uses on them and places with commercial designations have commercial uses on them –etc.

The commercial areas of Tecopa are mostly composed of resorts, campgrounds and trailer parks with hot springs. There are also two restaurants and a brewpub. These

Map 6 – Tecopa General Plan Designations on Privately Owned Vacant Land



businesses are located on appropriately designated properties (Zoning and General Plan). Tecopa's local economy relies on tourism almost completely and most of this tourism centers on the hot springs. There are no other industries located in Tecopa. The 2010-2014 American Community Survey estimated that 86% of Tecopa's working population (16-years and over) reported Government Worker as their Class of Worker; 14% were classified as Self Employed. Opportunities for government work in the area include the BLM, Death Valley National Park, Cal Trans and the County Health and Human Services' and Sheriff's departments.

General Plan Policy

There does not appear to be much disconnect between the activities currently happening in Tecopa and the General Plan and Zoning designations, with the exception of storage on residential properties. Staff reviewed the General Plan to see if there are current policies that might unintentionally inhibit growth or change in Tecopa. Almost all of the General Plan policies can be viewed as helpful to potential growth and change in Tecopa, with the exception of:

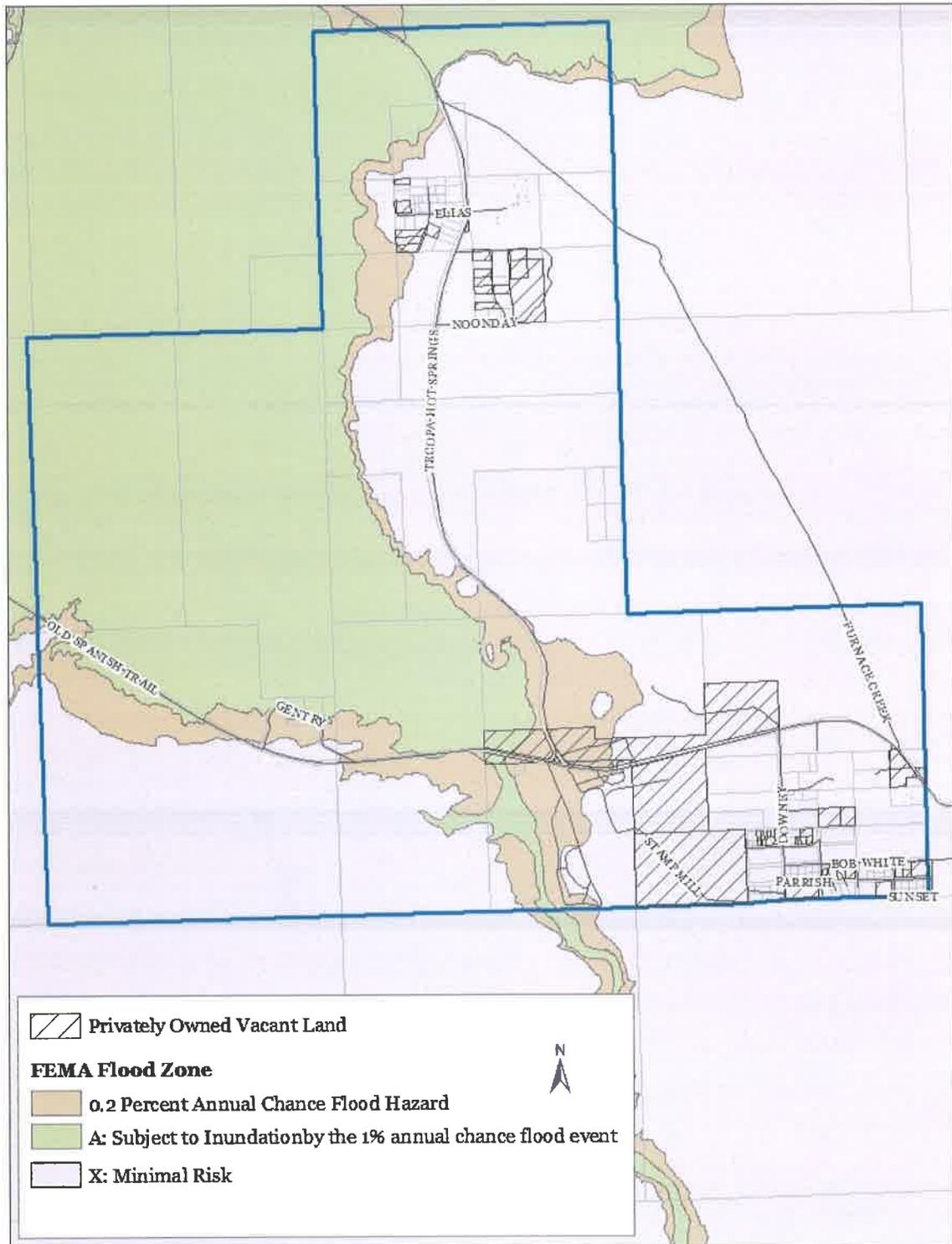
- LU-1.3 Southeast Area Growth - The County shall consider the economic impact on County resources of projects in the southeast part of the County along the Nevada border. Such growth may require additional fiscal analysis by applicants for subdivisions to demonstrate the level of fiscal impact. Such growth shall not require extensive County subsidies in providing necessary services.
This policy is sensible with regard to additional fiscal analysis to identify the cost of services based on proposed development, but the reality of the situation in Tecopa and the rest of the southeast part of the County is that some subsidies or service improvements by the County may be necessary if additional development is desired in these areas.

Instead of exploring changes to General Plan policy, changes to Tecopa would more likely be better served by changes to the designations in play now that will promote the community's vision for this Specific Plan effort.

Environmental Hazards

There could be environmental hazards that might act as impediments to future development in Tecopa. These include fire, earthquake and flood. Within the fire severity categories, the developed areas of Tecopa are considered either moderate or urban un-zoned. Neither of these categories are considered high severity zones. Tecopa is included in the Southern Inyo Fire District, putting it in a local responsibility area. All of Inyo County is susceptible to earthquake hazards; however, there are no known fault lines or zones mapped in the Tecopa area. Sections of Tecopa are prone to flooding. The Federal Emergency Management Agency (FEMA) flood zone mapping indicates that there some areas in Zone A. This zone is subject to inundation by the 1% annual chance flood event. The rest of the area is at either moderate risk at a 0.2% annual chance flood plain, or minimal risk outside of both the 0.2%, and 1% annual chance flood plain. Only small sections of privately owned vacant land are affected by these designations (see Map 7 – Tecopa FEMA Flood Zones).

Map 7 – Tecopa FEMA Flood Zones



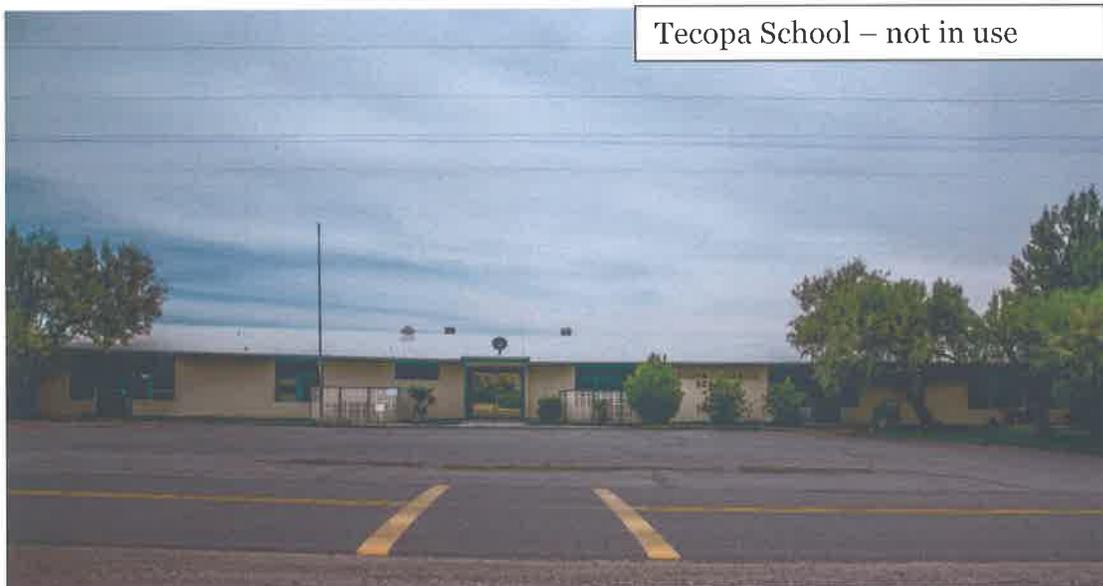
Access and Services

Tecopa is located in remote southeast Inyo County, about 25-miles west of the Nevada-California border and about 4-miles north of the San Bernardino-Inyo County line. It is approximately 10-miles from Shoshone and close to 40-miles from Pahrump, Nevada, the largest community near Tecopa. Tecopa is also located about 188-miles from the Inyo County Seat in Independence.

Tecopa has a US Post Office; a community center that provides internet service and computers open to the public, a small library, senior programs including senior lunch and exercise classes, a community meeting space, some programs for children, it is also a heating and cooling center for the community as well as a disaster facility; a fire station; two restaurants, one has a cash machine; a microbrewery; and, several resorts, trailer parks, a campground and a store with a few grocery items. What it does not have is a grocery store or even a mini-mart. It also does not have a gas station, medical clinic, pharmacy, bank, clothing store, or personal services such as a barber/beautician. The closest opportunities for these services are in Shoshone where there are some services such as a medical clinic and a mini-mart/gas station, but for a full range of services Pahrump provides the closest opportunities.

Schools

Tecopa is served by the Death Valley Unified School District (DVUSD). Currently all of the district's students use the school houses located in Shoshone. There are two other buildings, one at Cow Creek in Death Valley National Park and one in Tecopa, located along the Old Spanish Trial Highway. Due to a low student population the school houses in Shoshone serves all of the DVUSD. This includes Tecopa, Shoshone, Furnace Creek Ranch and Stovepipe Wells, the Timbisha Shoshone Indian Village that is located in the park, Charleston View and Sandy Valley. The district covers 6,000 square miles. It is the largest school district in California by area.



The two school houses in Shoshone facilitate an elementary school, the Shoshone Elementary School and a high school, the Death Valley Academy. Children from Tecopa must travel about 10 miles to get to school. For the current school year there are a total of 10 children enrolled in the elementary school that covers grades kindergarten through sixth grade and 14 in the high school that covers seventh through twelfth grade, giving a total of 24 students. Close to 60% of both the grade school children and high school children are considered socioeconomically disadvantaged. Currently 9 children from Tecopa attend the school in Shoshone.

Service Districts

Tecopa is served by three districts: the Inyo-Mono Resource Conservation District, Southern Inyo Fire District and the Tecopa Cemetery District. The Inyo-Mono Resource Conservation District covers all of Inyo County. It provides: technical assistance to landowners, services related to the improvement of land capabilities, resource conservation, prevention and control of soil erosion and public education. The Southern Inyo Fire District covers about 1,390-square miles and includes Tecopa, Shoshone and Charleston View. The main facility for the fire district is in Tecopa located along Tecopa Hot Springs road. Presently, the Southern Inyo Fire District is planning on putting a new facility in Tecopa Heights along the Old Spanish Trail Highway. The Tecopa Cemetery District covers 277-acres and is responsible for managing and maintaining the Tecopa Cemetery.

Police

Tecopa is served by the Inyo County Sheriff. The service area for the Sheriff's office that includes Tecopa is 3,200-square-miles. There is a Sheriff's substation in Shoshone about 10-miles away.

Water

There is not a community water district in Tecopa. Private property owners have individual wells. The quality of the drinking water in Tecopa meets the State/Federal standards for private wells as it only has requirements with regard to levels of bacteria. The water in Tecopa, is however, high in arsenic and fluorides. This varies across the three areas of Tecopa with the highest levels in Tecopa Hot Springs, next Tecopa and the least in Tecopa Heights. Many of Tecopa's residents have filtration systems on their wells or buy bottled water for drinking. The County was recently awarded a grant to put in a drinking water vending machine in Tecopa. This will allow the community to get better quality drinking water without having to go to Pahrump or even further to buy it. The upper aquifer, where the water for household use and drinking is pumped from is limited. Both the quality and availability of water may pose limitations on development in Tecopa.

Sewer

There is not a community sewer district in Tecopa. Private property owners have individual septic systems. The waste from the County campground, community center and bathhouses and the Delights Resort's, located in the Tecopa Hot Springs area, goes to evaporative ponds. The Zellhoefer property in the Tecopa area has a sewer system and the owners let visitors use it as a dump station for travel trailers. Future development in the Tecopa Hot Springs area could be limited by the need for a better

waste water removal system with regard to individual bath houses and private septic systems. Tecopa and Tecopa heights can handle increased development and density with the existing Tecopa sewer system and individual septic systems.

Other Utilities and Services

Tecopa is served by Pahrump Valley Disposal for solid waste disposal. There are about 12-dumpsters throughout Tecopa for solid waste and recycling. There is no residential service. People must bring their trash to the community dumpsters for disposal. Southern California Edison provides electricity in the area. Based on community comments (please see public outreach) electricity service goes out quite often during storm events and takes a considerable time to fix. There is no cellular service in the area. ATT is the phone service provider for landlines. Residents report that phone service can be unreliable as well. Residents have limited and expensive access to internet services, although they can use the internet at the Community Center for free.

Transportation

Tecopa can be accessed from the west by the Tecopa Hot Spring Road and Furnace Creek Road via Highway 127 and Highway 178 that connects it to Death Valley and further west to Highway 395. Tecopa Hot Springs Road and Furnace Creek Road via Highway 127 also connects to Tecopa to the south into San Bernardino County and north to Shoshone and into Nevada as well as to the east via Highway 178 connecting it to and Pahrump and Las Vegas. The Old Spanish Trail Highway also connects to Highway 127 and goes directly into Tecopa. It connects Tecopa to Charleston View and further east to Pahrump and Las Vegas.

The County Road Department maintains some of the Roads in Tecopa, these include: Furnace Creek, Tecopa Hot Springs and the Old Spanish Trail Highway and a few neighborhood streets: Bob White Way, Downey, Gentry, Dawn Loop, Sun Down, Noon Day and Elias. The other roads in the area are locally maintained or not maintained at all. Many are dirt roads and some are washed out, have objects parked or stored on them and are otherwise hard to find or follow.

Eastern Sierra Transit provides limited services to the community of Tecopa. They offer rides from Tecopa to the Shoshone Medical Center and to the Walmart in Pahrump two Thursdays a month (every other Thursday). They do not offer a service for Tecopa into Lone Pine, Independence or Bishop. People in Tecopa who rely on public transportation have to schedule their trips based on the bus' availability.

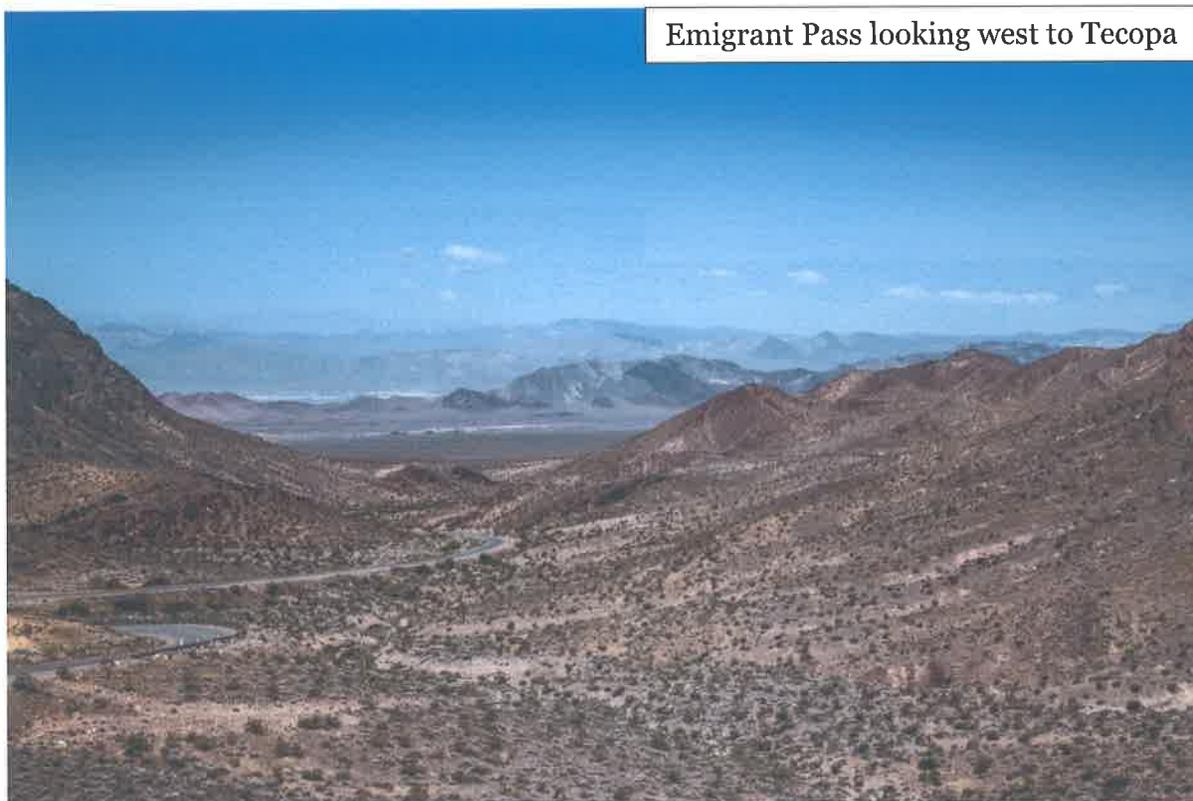
Visual Resources

Tecopa is surrounded by a rugged and washed out desert landscape with dramatic hills and mountains abruptly rising out of it. These include on the west the Ibex Hills and Black Mountains, to the north the Resting Springs Range, and on the east the Nopah Range.

Ibex Hills and Black Mountains

The Ibex Hills and the Black Mountains are very rugged. They range from 3,000-feet to 4,752-feet at the summit of Ibex Peak. These hills/mountains are colorful and distinctive with bright reds, yellows, browns and blacks that show through horizontal rock layers.

The Ibex and Blacks also have historic talc mining ruminants on them, and desert bighorn sheep are known to be there.



Emigrant Pass looking west to Tecopa

Resting Springs Range

The Resting Spring Range includes low rolling hills in front of coarse rugged rock formations with jagged peaks and deep canyons. Elevations range from 2,040-feet to 5,264-feet at Stewart Peak. This dramatic range has a variety of colors ranging from subdued browns and tans to more intense pinks, reds, greens and black. The range provides habitat for desert bighorn sheep, wild horses and burros, golden eagles and prairie falcons.

Nopah Range

The Nopah Range is located to the east of Tecopa. It is 4,200-feet at its highest point. The Nopah is a rugged, dry, mountain range, with sparse vegetation. It provides a classic desert vista with the many colors of the sedimentary rocks that it is formed from. The alluvial fans around the base of the Nopah and the surrounding desert are dotted with desert vegetation, rocks and rock formations that provide varying washed colors to the landscape. Although dry and sparsely vegetated, desert bighorn sheep make their home in the northern portion of the Nopah range year-round. Wild horses and burros are also found in the area.

Also found around Tecopa is an unearthly looking landscape created from the erosion of an ancient lakebed. This landscape varies in colors and strange formations as well as includes large areas of dried out lake beds with white salts on the surface giving it a

stark look. Visually, Tecopa and its surroundings can be characterized as an odd, washed out, landscape surrounded by dramatic and colorful hills. It is striking and beautiful in a very unique way.

Cultural Resources

Native Americans

People are known to have lived in the Amargosa River region for over 8,000 years, especially where the Amargosa flows above the ground all year. The area between Tecopa and the northwest area of Dumont Dunes is one of these places and sites have been found in the Amargosa Canyon. Four distinct prehistoric cultural complexes are known to have existed in the region: the Paleo Indian, Lake Mohave/Pinto, Amargosa, and Shoshonean. Major sites are found along valley floors in the saltbush and sand dune areas near current and past water sources. Items that have been found from early inhabitants include chopping tools, worked flakes, and sleeping rings. More recently, the Southern Paiute people lived in the Amargosa River region. The Hot Springs in and around Tecopa were used by the Paiute people who believed they have healing powers. Future development will require further study of the area with regard to potential Native American cultural resources.

American Settlement

The harsh landscape and climate directly influenced the early development of the Amargosa River region and more specifically Tecopa. The first whites came through Tecopa on the Old Spanish Trail. Early American settlers and prospectors came to the area primarily for precious metals or agriculture opportunities. Later the Tonopah and Tidewater Railroad line was built in the early 1900 mostly to serve the borax mines in Nevada and California. The line went through the Tecopa area and a rail stop and station was built in what is now Tecopa.

The Old Spanish Trail

The Old Spanish Trail passed by Tecopa as it came from the east before turning south to Los Angeles. It was an important trade route for the Spanish colonies in northern New Mexico and southern California. It later became a major route for American settlers headed for Los Angeles. Many of these travelers were Mormons. The Old Spanish Trail is a significant historic resource. Future development in Tecopa will need to evaluate and considered it as part of potential development analysis in areas where traces of it might still be found.

Tecopa Mines

There were several large mines that operated in the Tecopa area. Some of these mines include Gunsight, the Noonday, and the War Eagle. These were ore mines that mostly produced lead and silver. The Tonopah and Tidewater railroad provided the Noonday and Gunsight Mines, which were both owned by the Tecopa Consolidated Mining Company, a way to get their silver ores out to market. From 1912 to 1928 the Company produced \$3,000,000 worth of silver and lead. The mines were inactive during the Great Depression. After World War II they were purchased by the Anaconda Copper Mining Company that operated them with a crew of 45 men until March, 1953, when the mines finally closed down. There were many other mines in the Tecopa area. These included mostly ore mines and also talc and borax mines. The Amargosa Borax Works

was located in an area between Tecopa and Shoshone. Here they could mine borax in the summer because it was cooler than the Harmony mine in Death Valley. The Amargosa Borax Works was also served by a Twenty-Mule team to ship the borax out of the area. Most of the old mine sites are now located on BLM land. Mining as a cultural resource in Tecopa should be recognized with any planning and development that may occur as Tecopa's history and culture originate from mining.

Tonopah and Tidewater Railroad

The Tonopah and Tidewater Railroad ran about 200-miles through the remote Mojave Desert. It began at the Santa Fe Railway railhead at Ludlow, California, and traveled through Death Valley and the Amargosa Valley. It ended at the mining towns of Tonopah and Goldfield, Nevada. The railroad was built by Francis Marion Smith the "Borax King" of the Pacific Coast Borax Company primarily to transport borax out for processing and sales. There are still areas with rail bed in the Tecopa. Any future planning or development should consider and evaluate the rail bed as a historic resource.

Hydrological Resources

Tecopa lies in the southern region of the Middle Amargosa Valley Groundwater Basin. The Basin is bounded by consolidated rocks of the Resting Springs and Nopah Ranges, Dumont Hills, and the Greenwater Range and Ibex, Black and Funeral Mountains. The Basin is a subsection of the Death Valley-Lower Amargosa Watershed, within the greater South Lahontan Watershed. The total area of the Watershed is a little less than 1.3-million acres and includes area in both California and Nevada. The surface area of the Basin is 609-square miles and underlies the Chicago Valley and part of Greenwater and Amargosa Valleys.

Water flowing in the Middle Amargosa Valley system comes from a combination of local precipitation which percolates through valley aquifers, and from a large regional carbonate rock ground water flow system underling almost 16,000-square miles in portions of eastern California. Annual precipitation rang on average from about 3 to 6-inches. Surface runoff from infrequent rainstorms or flash floods generally drains to the channel of the Amargosa River, and flows southward through the valley.

Groundwater

Groundwater pumping started around 1913 in the Pahrump and Amargosa Valley to support small agriculture and mining, and continues today. While groundwater use for domestic purposes is increasing, the trend in the declining use of groundwater for irrigation and mining, and increase use for domestic purposes is expected to continue. Much of the land in the region has access to plentiful groundwater, springs and perennial surface flow.

The majority of commerce in Tecopa (and Tecopa Hot Springs) is due to the unique geothermal springs. The springs, both natural and man-made, provide the area with an ample flow of hot water used by businesses for hot spring resorts. Without the hot groundwater aquifer many businesses would not survive.

Surface Water

The few perennial surface water entities in the area directly relate to the Amargosa River. The Amargosa River passes Tecopa as it flows from the northern Amargosa Desert of Nevada south to Death Valley playa. The source water for the River is a complex mixture of deep geothermal and shallow alluvial groundwater sources forced to the surface as springs at various locations. Although a deep underlying regional aquifer provides substantial volumes of water to the system, flow through the system is a more limited water supply that is more susceptible to regional and local water resource and climate conditions (Zdon, Davisson and Love, 2015).

The Amargosa River

In the communities of Shoshone and Tecopa the Amargosa River flows above-ground and has created sensitive riparian and wetland habitats suitable for wildlife. These habitats support a high proportion of endemic and rare species. Regulated under the Clean Water Act and California Fish and Game Code, any potentially impacting development near the water will require a project applicant to obtain all applicable permits.

The River is thought to be named after the Spanish word for bitter because of the bitter tasting water. This bitter taste is the result of bicarbonate-sulfate, calcium bicarbonate, calcium-magnesium bicarbonate, and/or sodium bicarbonate present within the groundwater which mixes with river water. In general, the groundwater is inferior to marginal for domestic and irrigation uses due to elevated levels of fluoride and boron. However, the unique water chemistry creates special habitats where rare species exist. In 2009 the perennially flowing reach of the Amargosa River, 26-mile segment, between Tecopa and Dumont Dunes was designated as a Wild and Scenic River

Surface water can also be found at Grimshaw Lake, located between Tecopa and Tecopa Hot Springs. The Lake is a shallow lake/wetland that formed when Edwin Lewis Grimshaw dammed a small hot-spring fed stream flowing from the Tecopa Mountains. The wetlands have become a habitat for birds' migration through the dry southwest. The Amargosa River, flowing mostly underground, starts in the northern Amargosa Desert of Nevada near Yucca Mountain. The perennial river flows south through Amargosa Canyon, passing the communities of Shoshone and Tecopa. The source water for the River is a complex mixture of deep geothermal and shallow alluvial groundwater sources forced to the surface as springs at various locations. Although a deep underlying regional aquifer provides substantial volumes of water to the system, flow through the system is a more limited water supply that is more susceptible to regional and local water resource and climate conditions (Zdon, Davisson and Love, 2015)

Upon reaching the community of Tecopa to the south, the river carves northwest around the Amargosa Mountain Range to drain into Death Valley. The Amargosa River is the only large perennial stream in the Death Valley region. Despite the large drainage area, tributaries of the River are ephemeral and may exist only during storm events.

Wild and Scenic River Designation

In 2009 the perennially flowing reach of the Amargosa River, 26 mile segment, between Tecopa and Dumont Dunes was designated as a Wild and Scenic River.

The Wild and Scenic Rivers System was established by Congress in 1968 in order to protect free flowing conditions of designated rivers, protect water quality and to fulfill conservation purposes. The System creates an express federal reserved water right encompassing designated segments in an amount necessary to preserve free-flow conditions of the river.

The Designated Reach, established March 30, 2009, is from the northern boundary of Section 7, Township 21 North, Range 7 East to 100 feet upstream of the Tecopa Hot Springs Road crossing; From 100 feet downstream of the Tecopa Hot Springs Road crossing to 100 feet upstream of the Old Spanish Trail Highway crossing near Tecopa; From the northern boundary of Section 16, Township 20 North, Range 7 East to 100 feet upstream of the Dumont Dunes; Access Road crossing in Section 32, Township 19 North, Range 7 East; From 100 feet downstream of the Dumont Dunes Access Road for the next 1.4 miles. Classification/Mileage: Wild — 7.9 miles; Scenic — 12.1 miles; Recreational — 6.3 miles; Total — 26.3 miles.

Biological Resources

The geographic isolation and dry desert conditions existing in the region generate a broad biotic community. Resident birds, such as the Least Bell's Vireo, Yellow-billed Cuckoo, Yellow Warbler, Willow Flycatcher, and Yellow-breasted Chat, are drawn to the dense shrubbery surrounding small surface water pools dotting the otherwise saline desert. The pools are also critical resting points for migrating birds. Additionally the water is the exclusive home to a variety of Pupfish species (Amargosa Pupfish, Shoshone Pupfish, and Devil's Hole Pupfish) and the Speckled Dace.

Reptiles inhabiting the sandy flats include the Gopher snake, Desert Tortoise, Zebra-tailed lizard, and Desert iguana. A variety of small rodent species can also be found living a burrowing and nocturnal life. Species include the Kangaroo rat, Deer mouse, Harvest Mouse, and Desert Wood rat. The rarest rodent, the Amargosa Vole, is a federally designated Endangered Species. The White-tailed Antelope Ground Squirrel and the Round-tailed Ground Squirrel, along with the larger Amargosa Pocket Gopher and the Botta Pocket Gopher may be in the area too. Rabbits and hares include the Desert Cottontail and the Black-tailed Jackrabbit.

Generally the environment does not support larger animals but Desert Bighorn sheep and a small herd of wild horses have been spotted in the area. Coyotes, badgers, bobcats, and gray foxes may also be in the area, preying on rodents and rabbits.

By night, a wide variety of bats take flight. Bat species found in the area include the Western Pipistrelle, Big Brown, Brazilian free-tailed, Spotted, and three species of Myotis.

Many of the wet meadow areas in the area have open clay mud flats that contain populations of Amargosa niterwort. Some of these populations are located near the Inyo

County operated park at Tecopa Hot Springs and are therefore impacted by human disturbance. Ground water use in this area might also affect these plants.

The Tecopa bird's beak (*Cordylanthus tecopensis*), a BLM sensitive species, is also found in the Central Amargosa Unit. This rare annual plant is found in moist, alkaline, clay soils near wetland areas (FWS 1990). It is subject to many of the same impacts as the Amargosa niterwort, since it shares similar habitat requirements. Some areas of this Central Amargosa Unit may also contain the white bear poppy (*Arctomecon merriamii*). This plant grows on ridges with upland arid alkaline soils (FWS 1990).

Critical Habitat

Under the Endangered Species Act, critical habitat is a federal designation to provide essential habitat for federally listed endangered or threatened species. Critical habitat often includes areas that are not occupied by the species for which it was designated, but includes land that provide specific functions necessary for the species' recovery. In this region, two species have critical habitat; the Amargosa Vole and Southwestern Willow Flycatcher.

Critical habitat areas have been afforded legal protection requiring developers to consult with the Federal Fish and Wildlife Service pre-construction. Listed critical habitat may be considered a constraint for development.

Sensitive vegetation communities have been mapped in the area along with migration and wildlife movement. Migratory pathways are routes used by species particularly in the fall and spring. The region supports stop-overs for migrating birds identified by Audubon California.

Public Outreach and Introduction to the Plan

On October 22, 2015 a public meeting was held at the Tecopa Community Center for the Tecopa and Shoshone Specific Plan efforts. The meeting started with introductions and descriptions of the specific plan projects and why the County is preparing them. Staff took a count of the people who were at the meeting that live in Tecopa (16 people) and people who live in Shoshone (0 people). Some people did not answer. Since there was no one at the meeting from Shoshone the focus was on Tecopa.

Issues and Opportunities

Staff took comments from the attending public with regard to issues and opportunities in Tecopa and the southeast part of the County in general. The comments included:

Issues

- Health care facilities (lack of).
- Fire department (needs better funding).
- Roads, culverts, during emergencies and serving tourists (need improvements).
- Transportation, transit, paratransit opportunities (lack of).
- OHV use in undesignated areas, needs signage.
- Public and Open Space-forty acre minimum zoning limits certain development.
- Elderly (lack of services).

- Low income (lack of services).
- Limited jobs for young people.
- Housing and fire protection – difficult to obtain financing for housing due to limitations in fire services.
- Fair distribution of services (County) needs more employees in the area.
- Don't change Tecopa.
- Phone service in the Heights, versus the vole (vole protection limits the ability to improve phone service).
- Trucks going to Yucca Mountain.
- No cell service.
- Contractors won't come from Pahrump (closest area with contractors).
- Bomber (huge horse fly) needs eradication.
- Balance of tourism and preservation, nurture growth to not lose character (current).
- Dust from the dirt roads (like Old Furnace Creek Road).
- In 1983 there were 2,000 people in Tecopa, which Tecopa do we want? 1984 there was a lawsuit where is the money from that (County)?
- 2002 Road paving, dumpsters, other improvements (need more/again).
- More support for the fire department.
- Update the community center.
- Vulnerability to the power grid (lose power a lot).
- Community center is not always open.
- Roads are not well maintained.
- Need 24-hour emergency internet.
- Septic tank pumping.
- Do we want big events here.
- Balance.

Opportunities:

- Night sky.
- Clean air.
- Natural attractions.
- Community/emergency center (could be enhanced).
- Grants for local power (find and obtain).
- Open the community center for more use.
- Hot mineral baths, develop in a responsible manner.
- Community pools.
- Fire department: reduce fire hazards (critical for housing loans and insurance affordability); highly trained personnel/volunteers; water supply positive for fire; capitalize on springs (create pools for community and fire suppression); serving tourists; and, size of the district (fire).
- Library, make larger permanent structure.
- Capitalize on water to create parks.
- Train to the date ranch.

- Bike paths.
- 4X4 off roading in designated areas.
- Mountain biking.
- Birding.
- Hiking.
- BLM bike path (multi use) from Shoshone to Tecopa – rails to trails opportunity.
- Local solar/wind energy.
- Wildlife sanctuaries, voles, other sensitive species.
- National Monument – NCL program.
- Daily bus (could expand to).
- 4X4 use signage to keep them in designated areas.
- Trails for horses.
- Provide zoning for uses (better match to what's there).
- County should encourage employees who work in Tecopa/Shoshone to live there.
- Provide housing (employee/affordable).
- Empty school, could be used for library, county offices etc.
- New students for the school could help reopen and improve.

The last item for discussion at the meeting was connections between Tecopa, Shoshone and Charleston View. Staff asked that the meeting participants think about and describe the ways the communities are connected now and how these connections could be strengthened.

Connections Tecopa, Shoshone, Charleston View:

- Cell Service.
- Emergency services, roads, sheriff, fire department, school.
- We don't want to be connected.
- Water (lack thereof).
- Roads, access to Las Vegas through Charleston View.
- Duner traffic.
- Trails.
- Unique ecology.
- Community.
- United against solar project.
- Old Spanish Trail – historic.

Issues and opportunities based on existing conditions evaluations

Issues

- Potentially insufficient supply of potable water in Tecopa Hot Springs and Tecopa Heights
- Poor infrastructure
- No cell phone service
- Needs better community center
- Junk

- Cultural/historic resources
- Potential federal landscape designations
- Endangered species habitat

Opportunities

- Active and established business community
- Proximity to Death Valley, Dumont Dunes, Pahrump and Las Vegas
- Connections to Shoshone and Charleston View
- Beautiful desert landscape
- Good main road connections to and through
- Potential federal landscape designations
- Old Spanish Trail
- Cultural/historic resources
- Access to wilderness areas and Wild and Scenic Amargosa River area

Next Steps

Staff will be scheduling visioning meetings in Tecopa for the next phase of the Specific Plan process. The results of this existing conditions report will be shared with the community and the issues and opportunities will be discussed to establish the changes and enhancements (if any) the community would like with regard to the future of Tecopa. The results of these exercises will be used to create the long range vision and goals for Tecopa and will be further used to establish an implementation strategy.

Shoshone Specific Plan Existing Conditions Report



Inyo County, April 2016

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What is a Specific Plan

A specific plan is a tool that local jurisdictions in California can use to guide development in a specified sub-area of the jurisdiction. It is an addition to the policies and visions of a jurisdiction's General Plan for a specified area. A specific plan can also provide for more detailed development planning than the general plan does for the defined area. The Specific Plan focuses on an explicit area to help evaluate and understand land use issues in the area, create a vision and goals for the future of the area and prepare a strategy to implement the vision and goals.

Background

Why a specific plan for Shoshone

During the adoption discussions for the Renewable Energy General Plan Amendment (REGPA), the Inyo County Board of Supervisors directed staff to research what a Specific Plan for Charleston View would entail and potentially accomplish. During the presentation of the potential Specific Plan for Charleston View to the Board, members from the Tecopa and Shoshone communities requested that the Board direct staff to prepare Specific Plans for their communities as well.

The communities in the southeast part of Inyo County are often overlooked due to their low populations and the remote nature of the area. Recently there has been a new focus on this part of the county due to the REGPA, the proposed Hidden Hills Solar project, an increased interest in tourism, and more specifically eco-tourism, and elevating concerns about diminishing water availability. There has also been a growing interest in federal designations for the public lands in southeast Inyo County. Much of the proposed federal designations discussion came out of the Desert Renewable Energy Conservation Plan. There is active support for a National Landscape Conservation System designation by people in Shoshone for some of the lands surrounding it and extending towards Charleston View.

Setting

Shoshone is located in the Southeast section of Inyo County about 33-miles from Pahrump Nevada. It is part the Mojave Desert and averages about 5-inches of rain per year. Shoshone sits east of Death Valley National Park south of Death Valley Junction and north of Tecopa along Highway 127 and the Amargosa River. Shoshone has good water resources that include hot and warm springs. The warm springs are marked by lush vegetation and provide habitat for a variety of birds and animals. Shoshone and the surrounding area are best described as desolate and rugged. It is also visually appealing with a lot of relief and varying rocks, minerals and desert plants that provide a wide range of washed colors. Shoshone is located in Inyo County Supervisorial District 5.

History

Shoshone Village was founded in 1910 by Ralph Fairbanks on a site called Metbury Spring. The site was described as a mesquite grove that provided shade and cooling relief from the surrounding desert. Ralph Fairbanks was a prospector, freight mover and entrepreneur who wanted to establish his businesses alongside the station stop of the Tonopah and Tidewater Railroad located in what is now Shoshone. Ralph Fairbanks' daughter married Charles Brown, who had served as a sheriff for Greenwater, located in

the Funeral Mountains, and eventually became a partner with Fairbanks in his businesses.

Shoshone Village developed and expanded, primarily from activities related to the railroad stop and mining in the area. Fairbanks eventually moved on to Baker, leaving the management of the village entirely to Charles. In 1938 Charles Brown became a California State Senator and the village management was turned over to Charles' son, Charles. Shoshone Village has remained in the family hands since.

Plan Area

The area defined for the Shoshone Specific Plan is approximately 16,217-acres (this is a total of parcel area, does not include roads or right of ways). It is comprised of a central area where most of the development is located and a large area of vacant, open space, surrounding it. The areas that are developed have residential uses mixed with commercial uses that consist primarily of visitor services including: a campground, hot springs pool, motel, museum, health clinic, gas station-minimart and a restaurant/bar. There are also more industrial type uses with mining sites and the County and Cal Trans road shops located at the south end of Shoshone. The geography and land ownership pattern, make Shoshone a centralized area for planning since most of the private property is located along Highway 127 in a consolidated strip. The main area (strip along Highway 127) is also under limited ownership. Since the Shoshone Specific Plan is being developed in conjunction with the Tecopa and Charleston View Specific Plans, it will work not only for a vision for Shoshone proper, but also for ways to create cohesiveness with the other two communities (see Map 1 – Shoshone Specific Plan Vicinity Map).

Who Lives in Shoshone

The American Community Survey (US Census) for the period 2010-2014 estimates the population of Shoshone at 22 people. The number of households is about 12 giving a person-per-household number of 1.83. No children or people over 60 were reported in Shoshone on the American Community Survey 2010-2014. Shoshone has a high median age of 52.6-years. Everyone reported being between 20 and 60 years of age with 7 people (32%) 20-34 years of age and 15 people (68%) aged 45-59. Everyone in Shoshone reported themselves as White on the American Community Survey. No one is reported as living in poverty, yet 36% of the people surveyed for employment statistics report themselves as unemployed.

There are approximately 12 occupied housing units in Shoshone (lived in for more than half the year). All who were surveyed reported that they are renters (there is a rather large margin of error built into the data). The most common housing type is multi-family representing 68% of housing units and mobile homes 32%.

The Business Community

All of the private businesses in Shoshone are owned and run by one owner. These businesses include: a campground and RV park, motel, gas station and mini mart, a propane business and a restaurant and bar. Shoshone Village also has a museum, a rural health clinic, an Inyo County Sherriff's substation and the Shoshone Education and Research Center or SHEAR center. It is a California non-profit corporation (501)(c)(3)

that provides low cost housing to educational groups and researchers who are working in the Death Valley area. The SHEAR center can accommodate up to 25 people.

According to the owner, business has been on the upswing for the past several years, with this past year being the best ever. She is finding that most of her visitors (about 80%) are in the area for eco-tourism type activities, such as bird watching, geology touring and hiking. She is also finding that people are staying longer in Shoshone and it is not as much of just a stop over from people visiting Death Valley as it used to be. The owner reports that about 40% of her visitors are visiting Shoshone and the area directly surrounding it. This used to be more like 10% of visitors as most of them were there for a Death Valley visit. Shoshone Village has several walking trails, a bird watching trail and bird watching tours are available.

The eastside of Shoshone Village (east of highway 127) is a historic area. The Tonopah and Tidewater railroad ran through this part of Shoshone and there was a rail stop located there. Most of the buildings in this section are historic and were built between the early 1900s and 1950s. On the southwest end of Shoshone Village there is a historic grave yard and cave dwellings used by the miners and other settlers/people over time. The discovery of ice-aged horse tracks have also been found in the area. These are thought to be between 680,000-1,000,000-years old.

Shoshone Village's owner believes that the old, big mining, days are over in the area and the new wave of business opportunity is in eco-tourism. She is helping to drive an effort to have a large area that includes Tecopa, Shoshone and a small part of the Charleston View Specific Plan areas as a National Monument. The area she is proposing follows an area identified in the Desert Renewable Energy Conservation Plan (DRECP) for a National Landscape Conservation System designation. She believes that this will make the entire area even more of a destination and will help protect the historic and natural resources in the area. She is also interested in current efforts to better map and preserve the areas of the Old Spanish/Mormon Wagon Trail, again she believes that capitalizing and conserving the historic resources in the area will benefit all.

As for future planning for Shoshone Village, the owner is considering some zone changes and a subdivision of land. She wants to subdivide off the property that the rural health clinic is on and donate it to the clinic. She would also like to re-zone some of the property residential so she can create more housing opportunities for people who want homes in the area and for employment housing. Her work force currently commutes from Pahrump.

Other Area Attractions

Tecopa

Tecopa is located about 10-miles from Shoshone. The two areas share much of the same landscape and history. The hot springs resorts are close enough to Shoshone that visitors can easily enjoy both areas on the same trip.

China Ranch

Located about 15-miles southeast of Shoshone, is the China Ranch Date Farm. It is a family owned and operated date farm. China Ranch grows and sells several varieties of dates. They also sell baked goods that celebrate dates and offer a date shake, plus they run a souvenir shop at the modest Ranch store. China Ranch, much like the rest of southeast Inyo County is steeped in history. China Ranch also provides one of several trailheads into the Amargosa Canyon. The canyon begins just south of Tecopa and runs in a southerly direction for about 9-miles. The main trail follows (as much as possible) the old roadbed created by the construction of the Tonopah & Tidewater Railroad in 1906-07.

Death Valley National Park

Death Valley National Park, Furnace Creek is located approximately 57-miles from Shoshone. Death Valley is known for its extremes. Much of it sits below sea-level and the lowest elevation point in the U.S. is found there. It also the hottest and driest National Park in the U.S. The park provides striking visual contrasts from towering peaks that can be covered with winter snow to large dry lakebeds and an array of multicolored mountains and hills. Death Valley is a huge visitor draw to Inyo County. The Park Service reports that Death Valley hosted 1,154,843 visitors in 2015. This level of visitation is good for Shoshone's economy, as well as the rest of Inyo County's.

Dumont Dunes

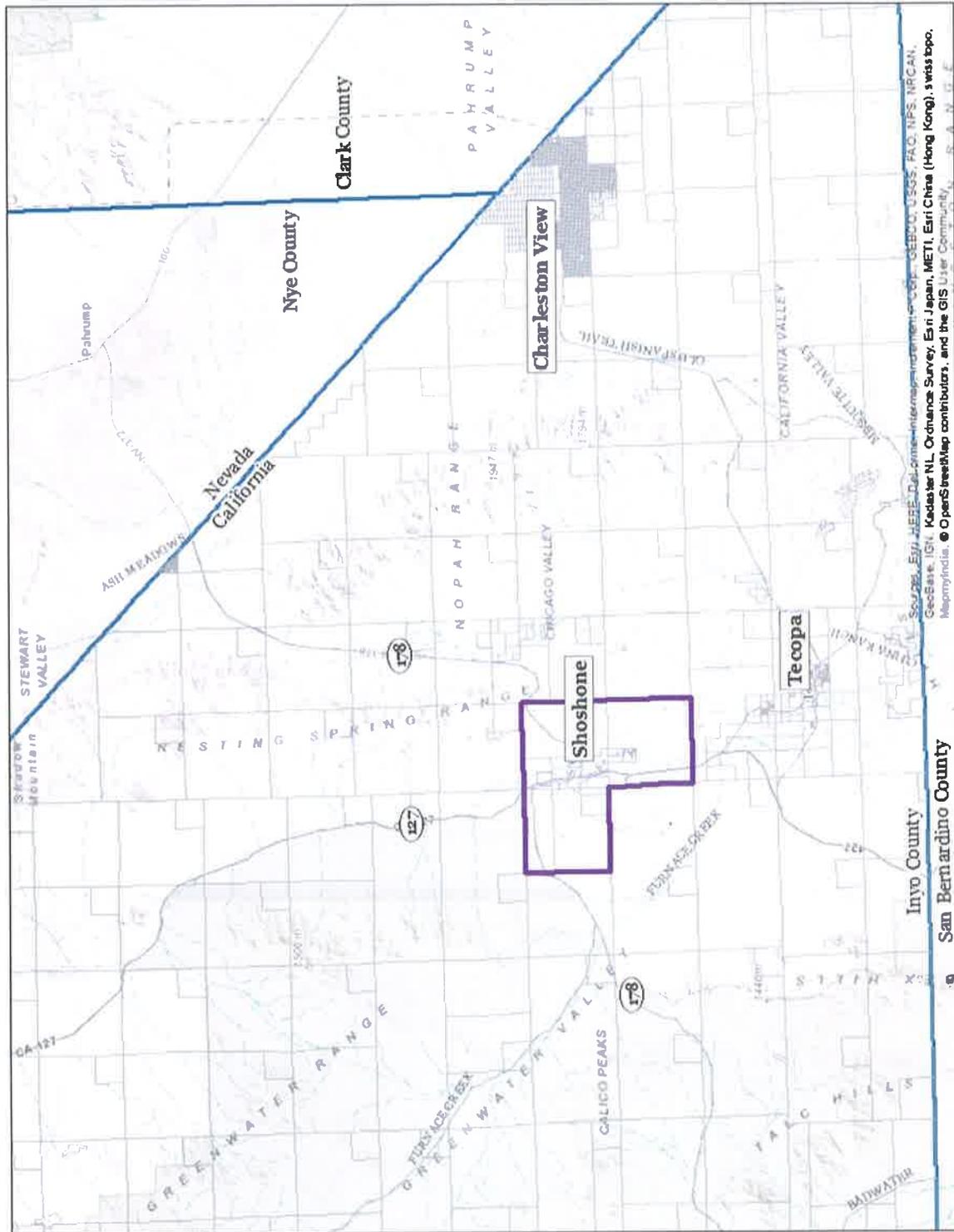
The Dumont Dunes Off-Highway Vehicle Area (OHV) located about 26-miles from Shoshone. It is a remote area for off-highway vehicle recreation. The elevation of the dunes varies from 700 feet, at the river, to 1200 feet at the top of Competition Hill, the tallest of the dunes. Some of the people heading for the Dumont Dunes drive through and/or visit Shoshone. The Dunes provide some economic benefit to Shoshone from these visitors. The average annual visitation to Dumont Dunes is approximately 50,000 per year. The OHV season runs from October to April.

Wilderness Areas

There are several wilderness areas around Shoshone. These wilderness areas are administered by the BLM and include the Nopah, South Nopah, Ibex, and the Resting Springs Wilderness areas. Wilderness areas provide hiking trails and the opportunity for solitude in natural environments. No motorized vehicles are allowed in these areas and there are no camping amenities, only wilderness camping is allowed.



Map 1 – Shoshone Specific Plan Vicinity Map



Current Ownership

A majority (15,239-acres or 94%) of the land in the Shoshone planning area is publically owned and managed by agencies other than the County leaving 978-acres or 6% privately owned. In the category of publically owned land, a majority is managed by the Bureau of Land Management (BLM). Public land management breakout:

| | | |
|--------------------------------|--------------|------|
| Bureau of Land Management | 14,655 acres | 92% |
| California State Land Division | 513 acres | 3.4% |
| Inyo County | 64 acres | .4% |
| Death Valley School District | 7 acres | .05% |
| Total | 15,239 acres | 100% |

See Map 2 – Shoshone Public and Private Lands

There are dual management arrangements in the publically managed lands. The County’s road yard and Cal Trans’ gravel pit are on BLM land. Cal Trans has their road yard on a privately owned parcel as well.

Zoning

Shoshone’s Zoning breakout is as follows:

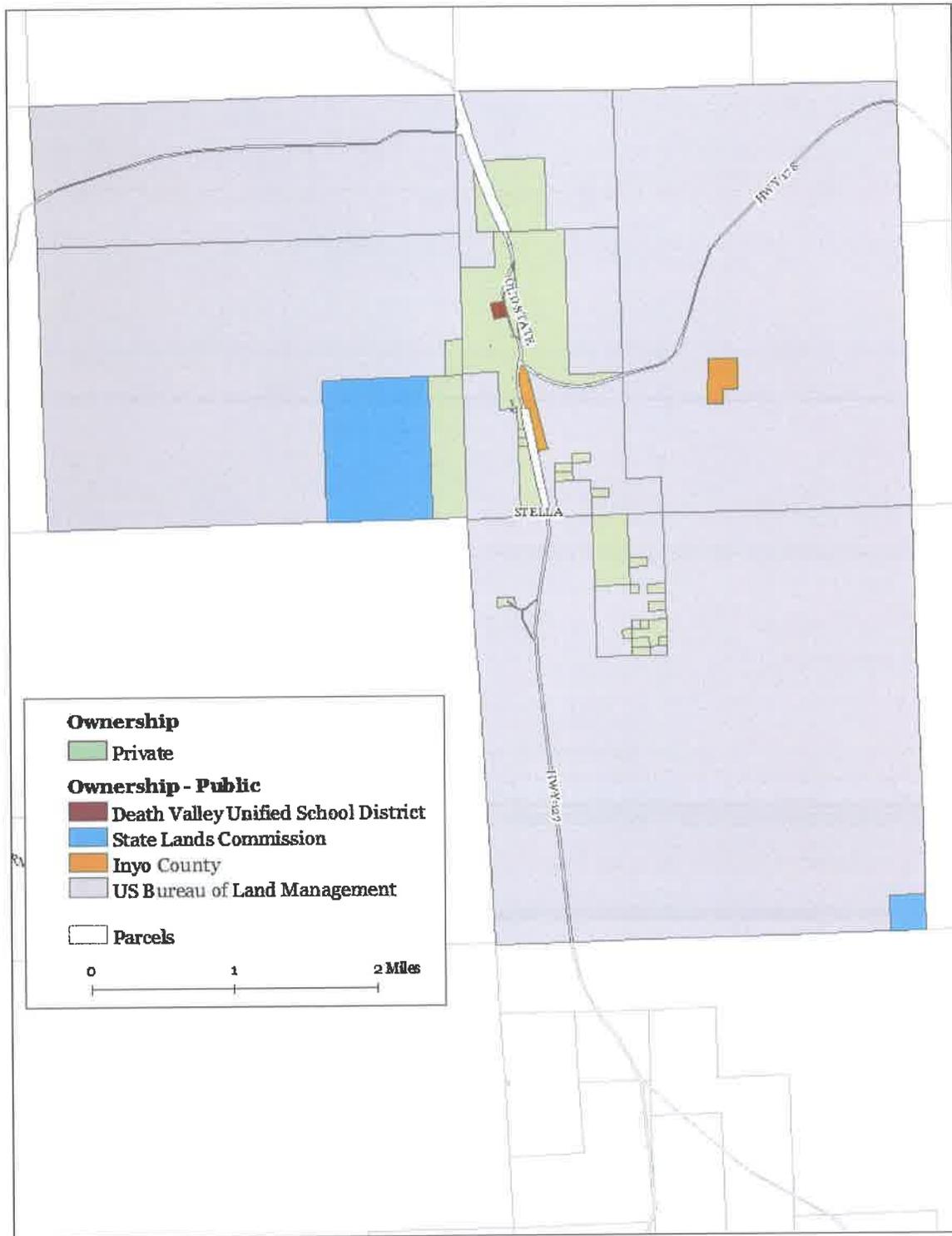
| | | |
|--|--------------|-------|
| Open Space (OS) | 15,328 acres | 94.2% |
| Multi – has more than one designation | 821 acres | 5.06% |
| Single Residence or Mobile Home Combined (RMH) | 41 acres | .25% |
| Rural Residential (RR) | 20 acres | .12% |
| Public (P) | 7 acres | .04% |
| Total | 16,217 acres | 100% |

See Map 3 – Shoshone Current Zoning Designations

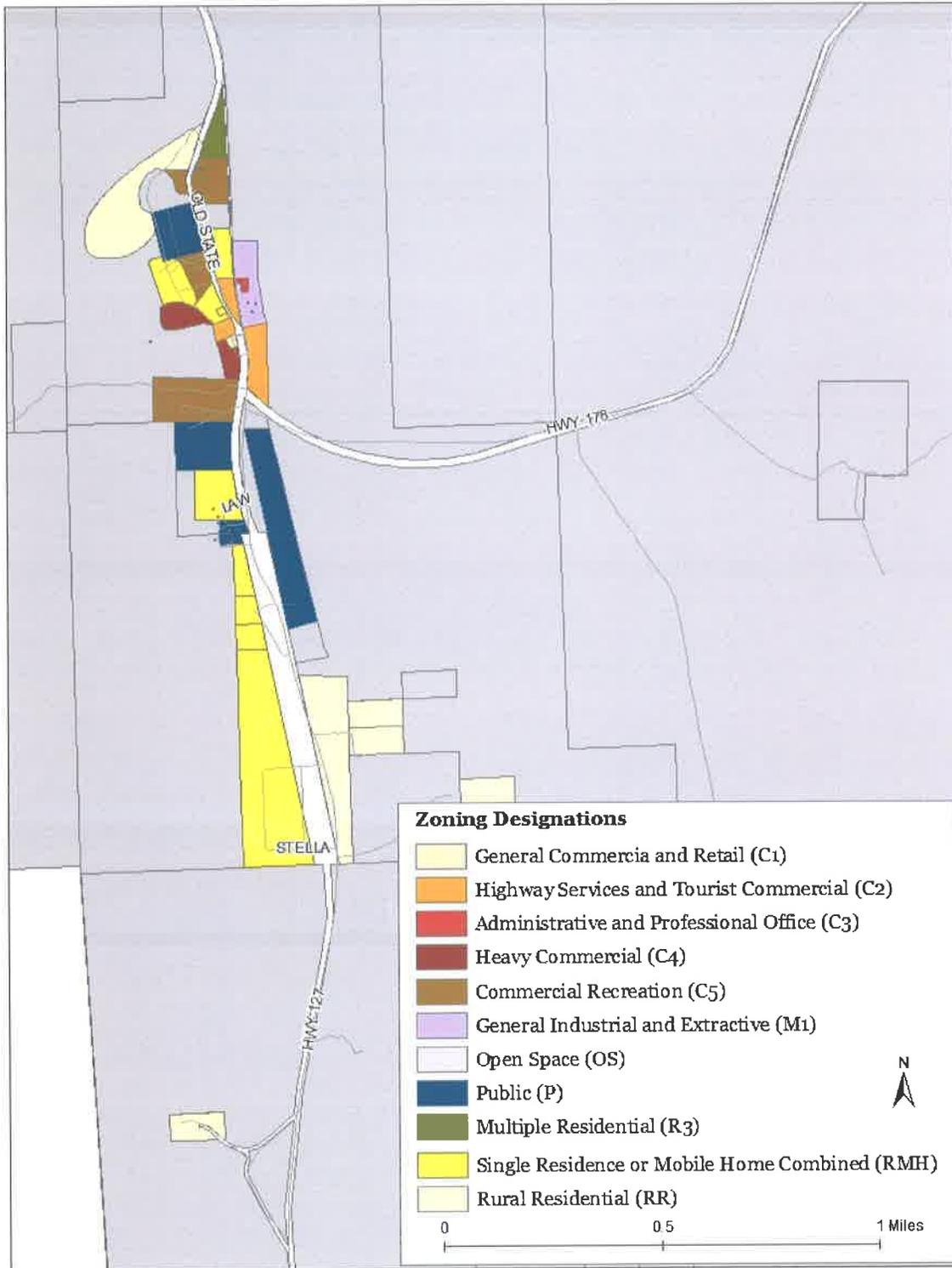
Most of the area (94%) is zoned open space with multiple zoning (parcels with more than one zoning designation) having the next highest percentage (5%). Most of the multiple zoned properties have open space as the primary designation. Current zoning is mostly relevant for any future planning or development in Shoshone for privately owned vacant parcels as the zoning designations can directly affect what types of planning and development can happen. As part of the bigger picture, zone reclassifications may be proposed as part of the Specific Plan to help lay the foundation for community’s vision for the area.

Currently there are approximately 749-acres of privately owned vacant and/or mostly vacant land in Shoshone. Shoshone is unusual in that there are very large parcels under single ownership with a number of zoning designations on them (one of them has 9). These large parcels have development on parts of them and substantial areas that do not. This leaves a lot of area for future development on what would normally be considered a developed lot if the built area coverage of the parcels coincided better with the parcel as a whole. Much of the undeveloped area of these large lots is zoned open space. The areas with the designations are also oddly shaped, so Shoshone also does not follow a more typical pattern of geometrically shaped zoning areas that follow parcel lines or are limited to one or two zoning designations per parcel. The zoning

Map 2 – Shoshone Public and Private Lands



Map 3 – Shoshone Current Zoning Designations



designations on privately owned vacant and/or mostly vacant land breakout are as follows (these totals include multi zoning broken out into each zone):

| | | |
|---|-----------|-------|
| Open Space (OS) | 689 acres | 91.9% |
| Single Residence or Mobile Home Combined (RMH) | 39 acres | 5.2% |
| Rural Residential (RR) | 10 acres | 1.3% |
| General Industrial and Extractive (M1) | 6 acres | 0.8% |
| Highway Services and Tourist Commercial (C2) | 5 acres | 0.7% |
| Administrative and Professional Offices Zone (C3) | 0.5 acres | 0.1% |
| Total | 749 acres | 100% |

See Map 4 – Shoshone Zoning on Privately Owned Vacant Land

There are approximately 978-acres of privately owned land in the Shoshone Specific Plan area. About 749 or 77% of those acres are vacant or mostly vacant. There is a wide variety of development types and land uses in Shoshone. Most (92%) of the vacant privately owned land is zoned open space. This is a very low density zone primarily for agriculture, ranching, and associated uses. It does also allow for single family home development. Single Family Residential is the zoning designation with the next highest percentage of vacant land (5.2%). It too, is a low density designation. There is a lot of opportunity for zoning designation changes on the land in Shoshone to help implement the vision created through this process. Much of the property in Shoshone might also benefit from master planning or a Planned Unit Development (PUD) designation and planning that addresses the large parcels with multiple zoning for a more cohesive development pattern overall.

General Plan

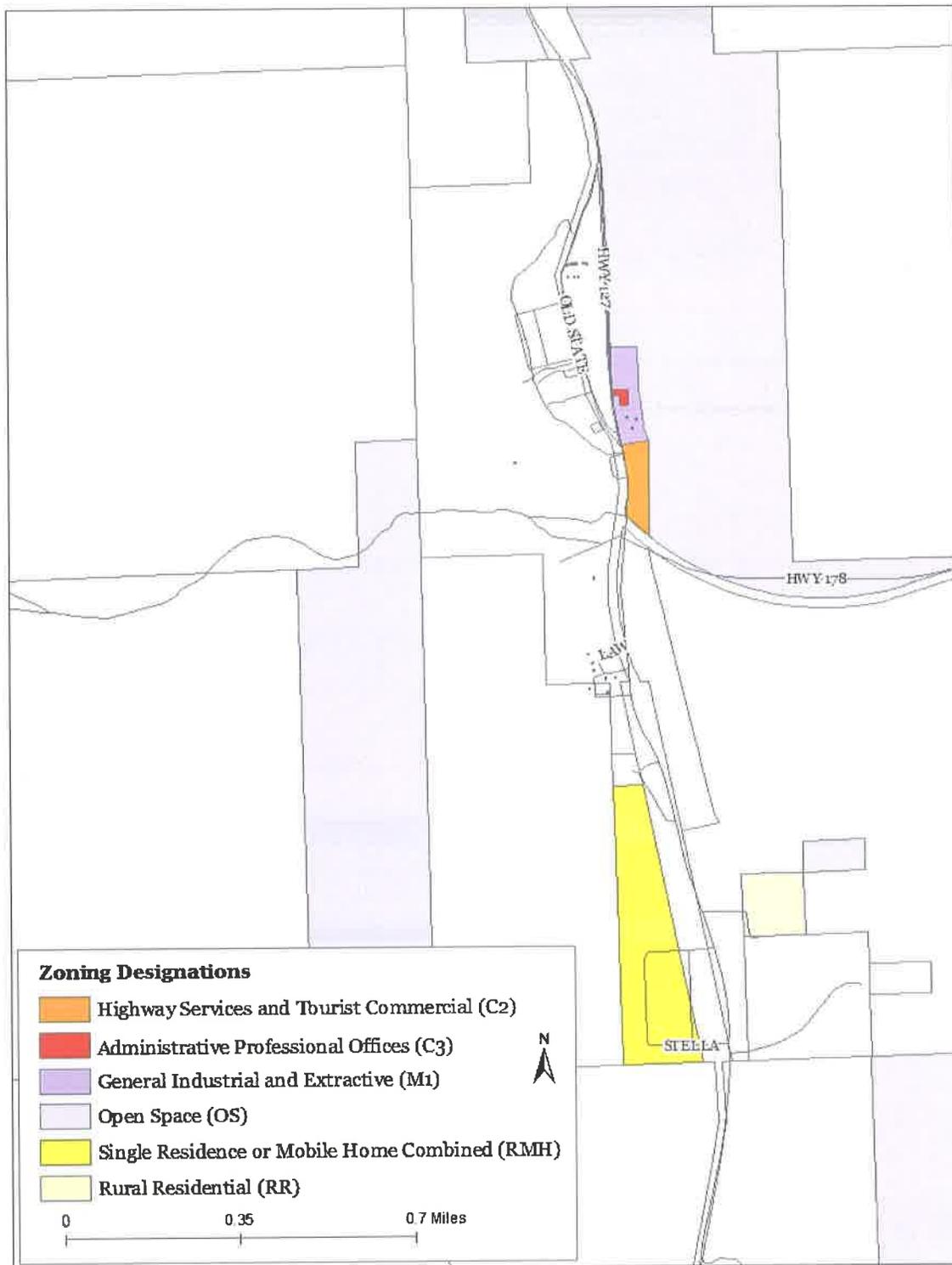
The General Plan provides visions, goals and policies with regard to land use development in the County. The General Plan, similar to the zoning ordinance, also provides direction to the type, location, and intensity of development that occurs in the County. The General Plan breakout in Shoshone is as follows:

| | | |
|---|-------------|-------|
| State and Federal Lands (SFL) | 9,152 acres | 56.4% |
| Open Space and Recreation (OSR) | 5,544 acres | 34.2% |
| Multi – has more than one designation | 973 acres | 6.0% |
| Rural Protection (RP) | 480 acres | 3.0% |
| Residential Very Low Density (RVL) 2 units/acre | 41 acres | 0.3% |
| Residential Estate (RE) 1 unit/5-acre | 20 acres | 0.1% |
| Public Service Facilities (PF) | 7 acres | 0.04% |
| Total | 16,217 | 100% |

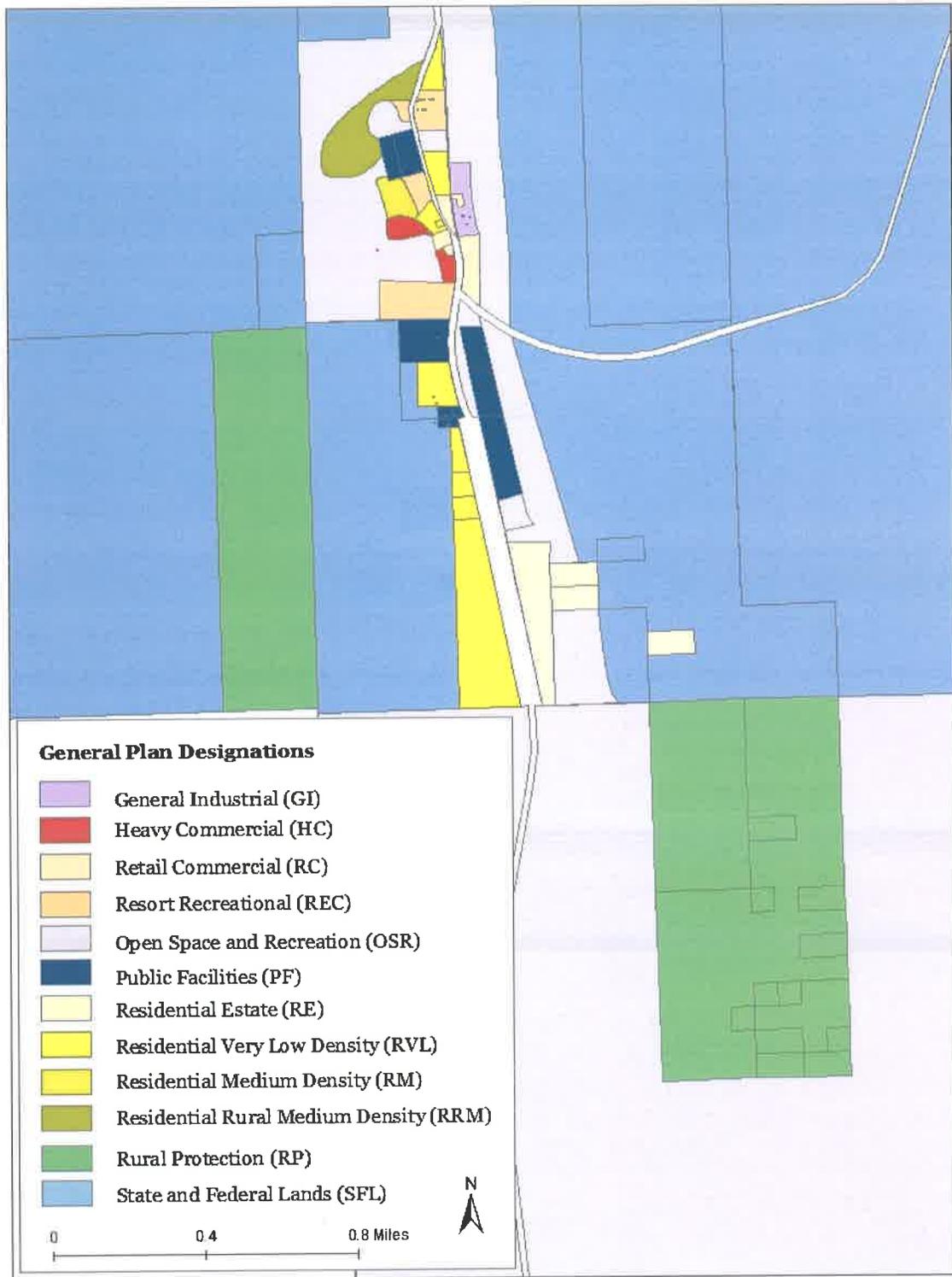
See Map 5 – Tecopa Current General Plan Designations

The General Plan category of State and Federal Land has the highest percentage (56%) of land designation in Shoshone. The Open Space and Recreation category has the next highest amount within it (34%). Below is the privately owned vacant land by General Plan designation (these totals include multiple General Plan designations broken out into each General Plan category):

Map 4 – Shoshone Zoning on Privately Owned Vacant Land



Map 5 – Shoshone Current General Plan Designations



| | | |
|--|-----------|--------|
| Rural Protection (RP) | 293 acres | 38.6% |
| Open Space and Recreation (OSR) | 284 acres | 37.4% |
| State and Federal Lands | 121 acres | 15.9% |
| Residential Very Low Density (RVL) 2units/acre | 39 acres | 5.1% |
| Residential Estate (RE) 1 unit/5-acre | 10 acres | 1.3% |
| General Industrial (GI) | 6 acres | 0.8% |
| Retail Commercial (RC) | 6 acres | 0.8% |
| Total | 749 acres | 100.0% |

See Map 6 – Shoshone General Plan Designations on Privately Owned Vacant Land

Similar to the zoning designation patterns, the General Plan designations on privately owned vacant land are mostly in low density development categories and would support primarily residential. The Specific Plan process may include reevaluating the General Plan designations currently found in Shoshone for changes to support the vision the community creates. Both the General Plan and Zoning designations that are currently on the vacant private lands would cause future development to be low density and mostly residential. One privately owned parcel has the State and Federal Lands designation. This is inconsistent with the parcel being in private ownership and should be updated to better reflect this.

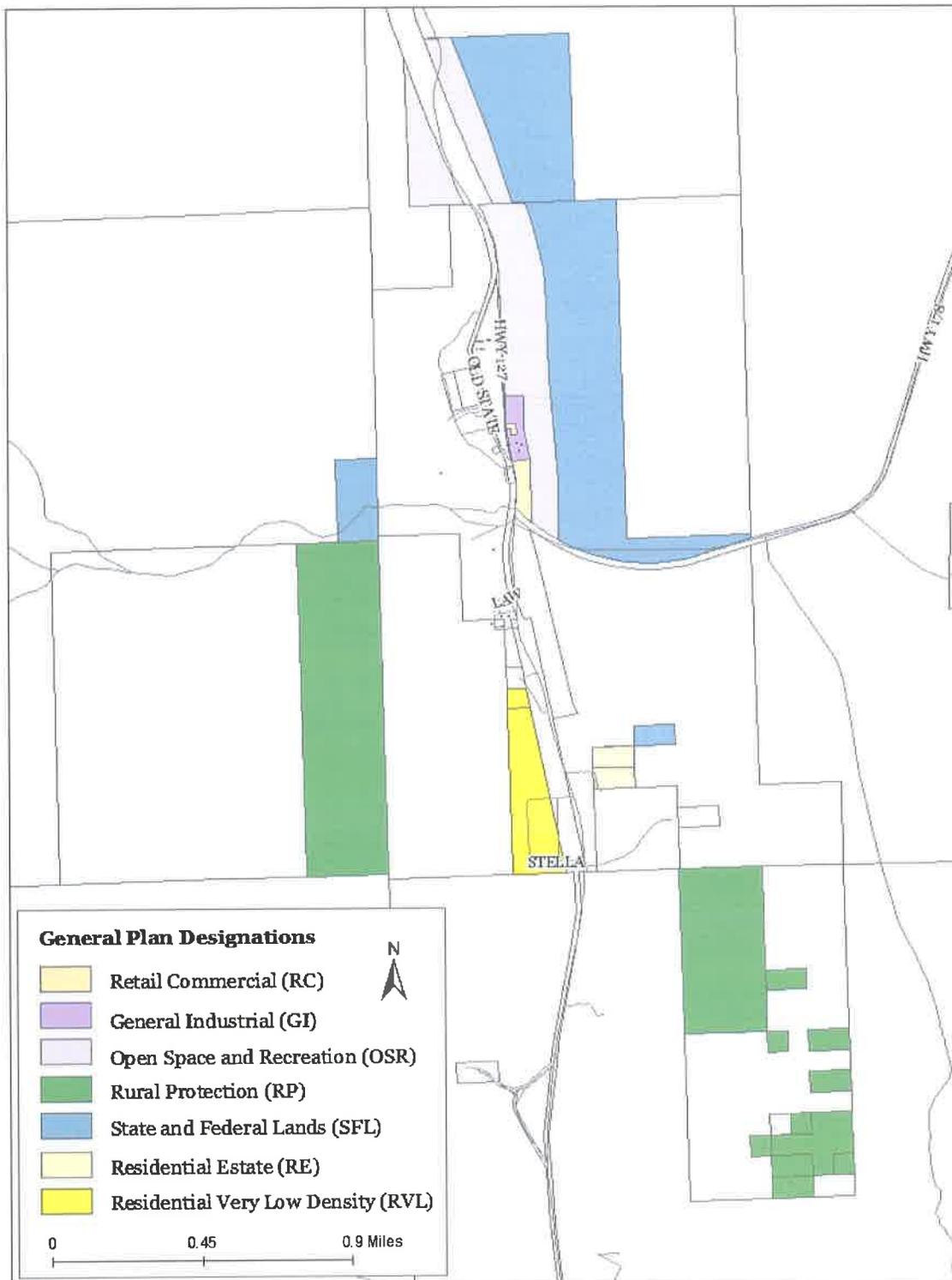
Current Actual Uses

Surveys of the Shoshone Specific Plan area were conducted in the fall of 2015. It is best characterized as a resort/vacation community. Visually, the campground, motel, gas station/mini-mart, restaurant and museum are the main focal points in Shoshone, along with the palm and mesquite trees. The private homes in Shoshone are not as apparent and are secondary to the commercial recreational element. The properties and yards are well maintained for the most part and as you drive into Shoshone you get the feeling you are in a resort/tourist area.

Although the zoning and general plan designations have an unusual pattern, most of the development basically follows the designations, meaning places that have residential designations have residential uses on them and places with commercial designations have commercial uses on them –etc.

The commercial area of Shoshone is composed of the campground and trailer park with the hot springs pool, motel, gas station/mini-mart, restaurant and museum. These businesses are located on appropriately designated properties (Zoning and General Plan). Shoshone’s local economy relies on tourism almost completely. There is also some gravel mining, the County’s sheriff substation and road yard, the Cal Trans road yard, the rural health clinic and Amargosa Conservancy offices. The 2010-2014 American Community Survey estimated that 64% of Shoshone’s working population (16-years and over) reported Private Wage and Salary Worker as their Class of Worker; 36% reported Government Worker. Opportunities for government work in the area include the BLM, Death Valley National Park, the Cal Trans and County road yards and the Sheriff’s department.

Map 6 – Shoshone General Plan Designations on Privately Owned Vacant Land



General Plan Policy

There does not appear to be much disconnect between the activities currently happening in Shoshone and the General Plan and Zoning designations, with the exception of private property designated as State and Federal Land. Staff reviewed the General Plan to see if there are current policies that might unintentionally inhibit growth or change in Shoshone. Almost all of the General Plan policies can be viewed as helpful to potential growth and change in Shoshone, with the exception of:

- LU-1.3 Southeast Area Growth - The County shall consider the economic impact on County resources of projects in the southeast part of the County along the Nevada border. Such growth may require additional fiscal analysis by applicants for subdivisions to demonstrate the level of fiscal impact. Such growth shall not require extensive County subsidies in providing necessary services.

This policy is sensible with regard to additional fiscal analysis to identify the cost of services based on proposed development, but the reality of the situation in Shoshone and the rest of the southeast part of the County is that some subsidies or service improvements by the County may be necessary to encourage development if additional development is desired in these areas. Instead of exploring changes to General Plan policy, Shoshone would more likely be better served by changes to the designations in play now and potentially develop a master planning for the large privately owned parcels, which will help promote the community's vision for Shoshone through this Specific Plan.

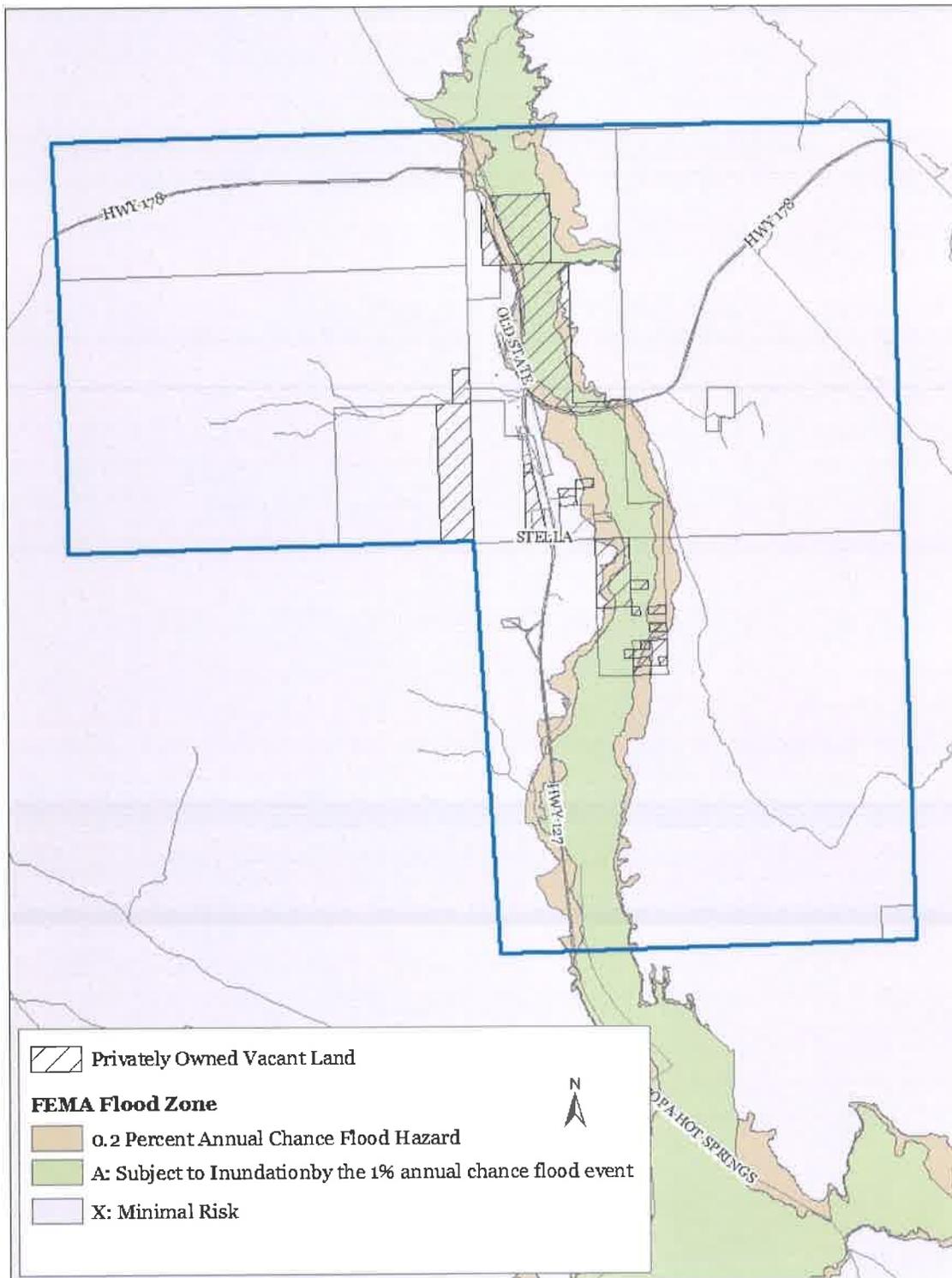
Environmental Hazards

There could be environmental hazards that might act as impediments to future development in Shoshone. These include fire, earthquake and flood. Within the fire severity categories, the developed areas of Shoshone are considered either moderate or urban un-zoned. Neither of these categories are considered high severity zones. Shoshone is included in the Southern Inyo Fire District, putting it in a local responsibility area. All of Inyo County is susceptible to earthquake hazards; however, there are no known fault lines or zones mapped in the Shoshone area. Sections of Shoshone are prone to flooding. The Federal Emergency Management Agency (FEMA) flood zone mapping indicates that there some areas in Zone A. The Zone A area follows the Amargosa River. This zone is subject to inundation by the 1% annual chance flood event. The rest of the area is at either moderate risk at a 0.2% annual chance flood plain (this Zone is just outside the Zone A and also follows the Amargosa River), or minimal risk outside of both the 0.2%, and 1% annual chance flood plain. Some sections of privately owned vacant land are affected by these designations (see Map 7 – Shoshone FEMA Flood Zones).

Access and Services

Shoshone is located in remote southeast Inyo County, about 25-miles west of the Nevada-California border and about 14-miles north of the San Bernardino-Inyo County line. It is approximately 10-miles from Tecopa and about to 33-miles from Pahrump, Nevada, the largest community near Shoshone. Shoshone is also located 178-miles from the Inyo County Seat in Independence.

Map 7 – Shoshone FEMA Flood Zones



Shoshone has a US Post Office, a gas station/mini-mart, restaurant, rural health clinic, motel, campground and RV park, hot springs pool, museum, community garden and an elementary and high school. What it does not have is a community center, pharmacy, bank/cash machine, clothing store, or personal services such as a barber/beautician. The closest opportunities for a full range of services are in Pahrump, Nevada.

Schools

Shoshone is served by the Death Valley Unified School District (DVUSD). The DVUSD school house is located in Shoshone and currently all of the district's students use it. There are two other buildings, one at Cow Creek in Death Valley National Park and one in Tecopa, located along the Old Spanish Trial Highway. Due to a low student population the school house in Shoshone serves all of the DVUSD. This includes Tecopa, Shoshone, Furnace Creek Ranch and Stovepipe Wells, the Timbisha Shoshone Indian Village that is located in the park, Charleston View and Sandy Valley. The district covers 6,000 square miles. It is the largest school district in California by area.

The school house in Shoshone acts as the facility for both an elementary school, the Shoshone Elementary School and a high school, the Death Valley Academy. For the 2014-2015 school year there were a total of 10 children enrolled in the elementary school that covers grades kindergarten through sixth grade and 14 in the high school that covers seventh through twelfth grade for a total of 28 students. Close to 60% of both the grade school children and high school children are considered socioeconomically disadvantaged. None of the children who presently attend the school live in Shoshone.

Service Districts

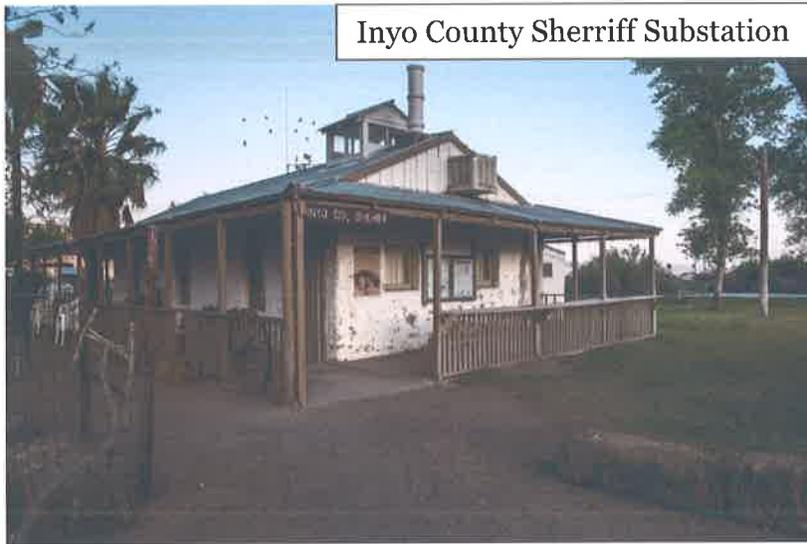
Shoshone is served by two districts: the Inyo-Mono Resource Conservation District and the Southern Inyo Fire District. The Inyo-Mono Resource Conservation District covers all of Inyo County. It provides: technical assistance to landowners, services related to the improvement of land capabilities, resource conservation, prevention and control of soil erosion and public education. The Southern Inyo Fire District covers about 1,390-square miles and includes Shoshone, Tecopa and Charleston View. The main facility for the fire district is in Tecopa located along Tecopa Hot Springs road, approximately 10-miles away.

Police

Shoshone is served by the Inyo County Sheriff. The service area for the Sheriff's office that includes Shoshone is 3,200-square-miles. The Sheriff's substation for this southeast area of Inyo County is located in Shoshone.

Water

Shoshone has a small public water system with a reverse osmosis system. This system serves the main Shoshone area. Shoshone has good quality water (it is treated for arsenic and fluorides), and it is piped to most of the private homes and the businesses. Private property owners on the outskirts of Shoshone have individual wells. The quality of the drinking water in Shoshone meets the State/Federal standards for public water systems. Both the quality and availability of water in Shoshone can support future development.



Sewer

There is not a community sewer district in Shoshone or any method other than private septic systems. Private property owners have individual septic systems, as do the commercial properties. Shoshone can handle increased development and density with regard to waste disposal and individual septic systems.

Other Utilities and Services

Shoshone is served by Pahrump Valley Disposal for solid waste disposal. There is a transfer station with a large dumpster for solid waste and recycling. There is no residential service. People must bring their trash to the dumpsters for disposal. Southern California Edison provides electricity in the area. Based on community comments (please see public outreach) electricity service goes out quite often during storm events and takes a considerable time to fix (comments were specifically about Tecopa, but the same holds true for Shoshone). There is no cellular service in the area. ATT is the phone service provider for landlines. Residents have limited and expensive access to internet services, although they can use the internet at the Community Center in Tecopa. Visitors can access internet service through the Shoshone Inn, Museum, campground and at the Crowbar.

Transportation

Shoshone can be accessed from the west by Highway 127 and Highway 178 that connects it to Death Valley and further to Highway 395. Highway 127 also connects to Shoshone to the south into San Bernardino County and north to Death Valley Junction and into Nevada as well as to the east via Highway 178 connecting it to and Pahrump and into Las Vegas.

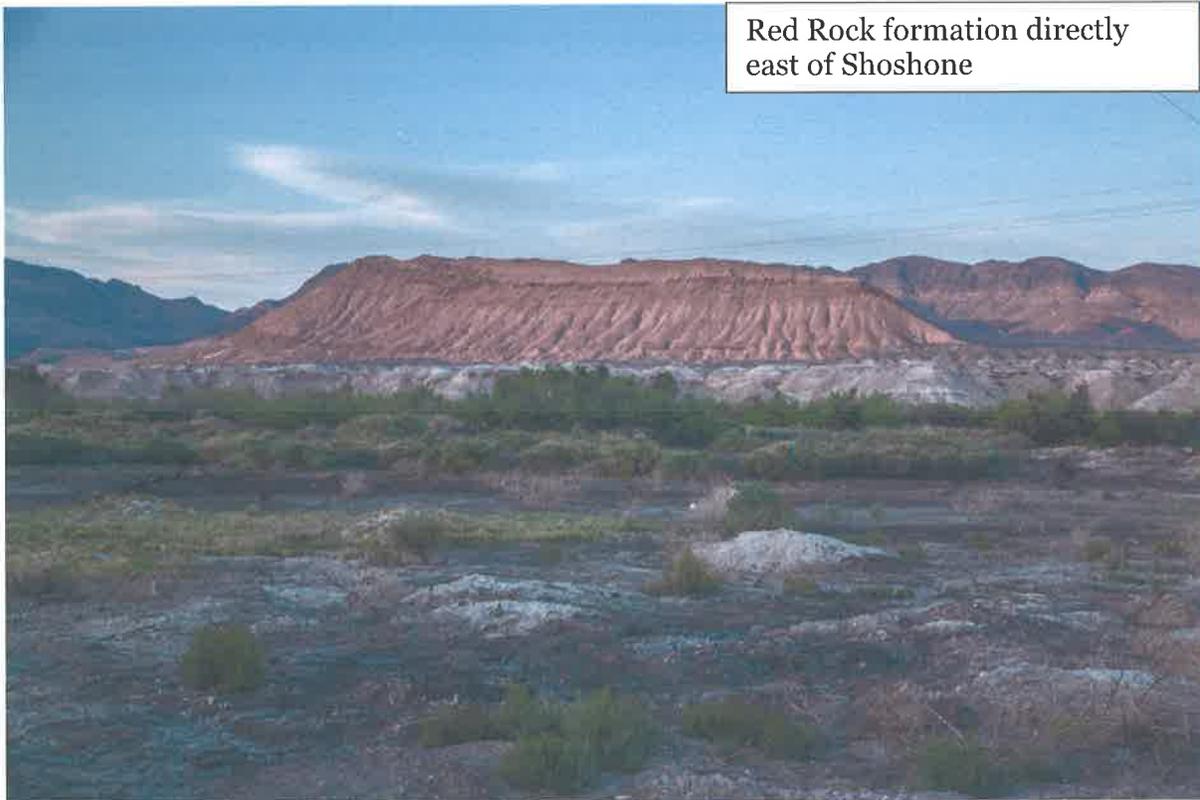
The County Road Department maintains the Old State Highway Road in Shoshone. State Highway 127 acts as a main street in Shoshone. It bisects Shoshone east/west running through north/south. The other roads in the area are locally maintained, many of these are dirt roads.

Eastern Sierra Transit provides limited services to the community of Shoshone. They offer rides from Shoshone to the Walmart in Pahrump two Thursdays a month (every other Thursday). They do not offer a service for Shoshone into the Tecopa Senior Center or further into Lone Pine, Independence or Bishop. People in Shoshone who rely on public transportation have to schedule their trips based on the buses limited availability.

Shoshone Village also has an airport for small plane enthusiasts. There is a 2,380-foot long runway, keyed in night lights and three tie downs.

Visual Resources

Shoshone is surrounded by a rugged desert landscape with dramatic hills and mountains abruptly rising out of it. It also has areas rich with springs that provide lush vegetation and wetland areas that create habitat for birds and animals. This gives Shoshone a varying landscape of stark washed out areas, multicolored hills and vibrant green areas. Further out, Shoshone is surrounded by hills and mountain ranges. These include the Ibex Hills and Black Mountains to the southwest; the Resting Springs Range on the north; and the Nopah Range on the east.



Ibex Hills and Black Mountains

The Ibex Hills and the Black Mountains are very rugged. They range from 3,000-feet to 4,752-feet at the summit of Ibex Peak. These hills/mountains are colorful and distinctive with bright reds, yellows, browns and blacks that show through horizontal rock layers.

The Ibex and Blacks also have historic talc mining ruminants on them, and desert bighorn sheep are known to be there.

Resting Springs Range

The Resting Spring Range includes low rolling hills in front of coarse rugged rock formations with jagged peaks and deep canyons. Elevations range from 2,040-feet to 5,264-feet at Stewart Peak. This dramatic range has a variety of colors ranging from subdued browns and tans to more intense pinks, reds, greens and black. The range provides habitat for desert bighorn sheep, wild horses and burros, golden eagles and prairie falcons.

Nopah Range

The Nopah Range is located to the east of Shoshone. It is 4,200-feet at its highest point. The Nopah is a rugged, dry, mountain range, with sparse vegetation. It provides a classic desert vista with the many colors of the sedimentary rocks that it is formed from. The alluvial fans around the base of the Nopah and the surrounding desert are dotted with desert vegetation, rocks and rock formations that provide varying washed colors to the landscape. Although dry and sparsely vegetated, desert bighorn sheep make their home in the northern portion of the Nopah range year-round. Wild horses and burros are also found in the area.

Cultural Resources

Native Americans

People are known to have lived in the Amargosa River region for over 8,000 years, especially where the Amargosa flows above the ground all year. There are areas in Shoshone where the Amargosa can be found above ground and the numerous springs in the area would have been excellent locations native peoples. Four distinct prehistoric cultural complexes are known to have existed in the region: the Paleo Indian, Lake Mohave/Pinto, Amargosa, and Shoshonean. Major sites are found along valley floors in the saltbush and sand dune areas near current and past water sources. Future development will require further study of the area with regard to potential Native American cultural resources.

American Settlement

The harsh landscape and climate directly influenced the early development of the Amargosa River region and the development of Shoshone. Early American settlers and prospectors came to the area primarily for mining opportunities. Later the Tonopah and Tidewater Railroad line was built in the early 1900 mostly to serve the borax mines in Nevada and California. The line went through the area and Shoshone developed out of a rail stop and station. Shoshone Village was founded in 1910 by Ralph Fairbanks. He was freight mover and entrepreneur who wanted to establish his businesses alongside the station stop of the Tonopah and Tidewater Railroad located in what is now Shoshone. Shoshone Village developed and expanded, primarily from activities related to the railroad stop and mining in the area.

Shoshone Mines

There were several mines that operated in the Shoshone area and many others further out of Shoshone. There were ore mines that mostly produced lead, copper and silver, but

most of the mining activity close to Shoshone was in borax and talc. The Tonopah and Tidewater railroad provided the miners a way to get their product out to market. The Amargosa Borax Works was located in an area between Tecopa and Shoshone. Here the miners could mine borax in the summer because it was cooler than the Harmony mine in Death Valley. The Amargosa Borax Works was also served by the Twenty-Mule teams to pull the borax out of the mine operations and to the railroad. Mining history and remnants of it in the area should be addressed as cultural resource with any planning and development that may occur in Shoshone as its history and culture originate from mining.

Tonopah and Tidewater Railroad

The Tonopah and Tidewater Railroad ran about 200-miles through the remote Mojave Desert. It began at the Santa Fe Railway railhead at Ludlow, California, and traveled through Death Valley and the Amargosa Valley. It ended at the mining towns of Tonopah and Goldfield, Nevada. The railroad was built by Francis Marion Smith the "Borax King" of the Pacific Coast Borax Company primarily to transport borax out for processing and sales. There are still areas with rail bed in the Shoshone area. The old rail station area in Shoshone can still be seen and many of the historic buildings that were located. Any future planning or development should consider and evaluate the rail bed as a historic resource.

Historic Shoshone Village



Hydrological Resources

Shoshone lies within the Middle Amargosa Valley Groundwater Basin. The Basin is a subsection of the Death Valley-Lower Amargosa Watershed, within the greater South Lahontan Watershed. The total area of the Watershed is a little less than 1.3-million acres and includes area in both California and Nevada. The surface area of the Basin is 609-square miles and underlies the Chicago Valley and part of the Greenwater and Amargosa Valleys. Recharge of the Basin occurs through annual precipitation ranging on average from about 3 to 6-inches, and groundwater movement. Surface runoff from infrequent rainstorms or flash floods generally drains to the channel of the Amargosa River, and flows southward through the valley.

Groundwater pumping started around 1913 in the Pahrump and Amargosa Valley to support small agriculture and continues today. While groundwater use for domestic purposes is increasing, the trend in the declining use of groundwater for irrigation and increase use for domestic purposes is expected to continue.

Much of the land in the region has access to plentiful, good quality groundwater, springs and perennial surface flow.

Surface Water

The few perennial surface water entities in the area directly relate to the Amargosa River. The Amargosa River passes Tecopa as it flows from the northern Amargosa Desert of Nevada south to Death Valley playa. The source water for the River is a complex mixture of deep geothermal and shallow alluvial groundwater sources forced to the surface as springs at various locations. Although a deep underlying regional aquifer provides substantial volumes of water to the system, flow through the system is a more limited water supply that is more susceptible to regional and local water resource and climate conditions (Zdon, Davisson and Love, 2015) In the communities of Shoshone and Tecopa the Amargosa River flows above-ground and has created sensitive riparian and wetland habitats suitable for wildlife. These habitats support a high proportion of endemic and rare species. Regulated under the Clean Water Act and California Fish and Game Code, any potentially impacting development near the water will require a project applicant to obtain all applicable permits.

The Amargosa River

The River is thought to be named after the Spanish word for bitter because of the bitter tasting water. This bitter taste is the result of bicarbonate-sulfate, calcium bicarbonate, calcium-magnesium bicarbonate, and/or sodium bicarbonate present within the groundwater which mixes with river water. In general, the groundwater is inferior to marginal for domestic and irrigation uses due to elevated levels of fluoride and boron. However, the unique water chemistry creates special habitats where rare species exist. In 2009 the perennially flowing reach of the Amargosa River, 26-mile segment, between Tecopa and Dumont Dunes was designated as a Wild and Scenic River. The Wild and Scenic Rivers System was established by Congress in 1968 in order to protect free flowing conditions of designated rivers, protect water quality and to fulfill conservation purposes. The System creates an express federal reserved water right encompassing designated segments in an amount necessary to preserve free-flow conditions of the river.

The Amargosa River, flowing mostly underground, starts in the northern Amargosa Desert of Nevada near Yucca Mountain. The perennial river flows south through Amargosa Canyon, passing the communities of Shoshone and Tecopa. The source water for the River is a complex mixture of deep geothermal and shallow alluvial groundwater sources forced to the surface as springs at various locations. Although a deep underlying regional aquifer provides substantial volumes of water to the system, flow through the system is a more limited water supply that is more susceptible to regional and local water resource and climate conditions (Zdon, Davisson and Love, 2015)

Upon reaching the community of Tecopa to the south, the river carves northwest around the Amargosa Mountain Range to drain into Death Valley. The Amargosa River is the only large perennial stream in the Death Valley region. Despite the large drainage area, tributaries of the River are ephemeral and may exist only during storm events.

Wild and Scenic River Designation

In 2009 the perennially flowing reach of the Amargosa River, 26 mile segment, between Tecopa and Dumont Dunes was designated as a Wild and Scenic River.

The Wild and Scenic Rivers System was established by Congress in 1968 in order to protect free flowing conditions of designated rivers, protect water quality and to fulfill conservation purposes. The System creates an express federal reserved water right encompassing designated segments in an amount necessary to preserve free-flow conditions of the river.

The Designated Reach, established March 30, 2009, is from the northern boundary of Section 7, Township 21 North, Range 7 East to 100 feet upstream of the Tecopa Hot Springs Road crossing; From 100 feet downstream of the Tecopa Hot Springs Road crossing to 100 feet upstream of the Old Spanish Trail Highway crossing near Tecopa; From the northern boundary of Section 16, Township 20 North, Range 7 East to 100 feet upstream of the Dumont Dunes; Access Road crossing in Section 32, Township 19 North, Range 7 East; From 100 feet downstream of the Dumont Dunes Access Road for the next 1.4 miles. Classification/Mileage: Wild — 7.9 miles; Scenic — 12.1 miles; Recreational — 6.3 miles; Total — 26.3 miles.

Biological Resources

The geographic isolation and dry desert conditions existing in the region generate a broad biotic community. Except where water is at or near the surface, vegetation is limited to desert plants and shrubs, such as creosote, yuccas, and salt bush. Where surface water does exist, cottonwoods, willows, and mesquite thrive. These plants help maintain crucial wetlands and riparian areas that maintain the unique array of sensitive species that have evolved to live in this environment.

Resident birds, such as the Least Bell's Vireo, Yellow-billed Cuckoo, Yellow Warbler, Willow Flycatcher, and Yellow-breasted Chat, are drawn to the dense shrubbery surrounding small surface water pools dotting the otherwise saline desert. The pools are also critical resting points for migrating birds. Additionally the water is the exclusive

home to a variety of Pupfish species (Amargosa Pupfish, Shoshone Pupfish, and Devil's Hole Pupfish) and the Speckled Dace.

Reptiles inhabiting the sandy flats include the Gopher snake, Desert Tortoise, Zebra-tailed lizard, and Desert iguana. A variety of small rodent species can also be found living a burrowing and nocturnal life. Species include the Kangaroo rat, Deer mouse, Harvest Mouse, and Desert Wood rat. The rarest rodent, the Amargosa Vole, is a federally designated Endangered Species. The White-tailed Antelope Ground Squirrel and the Round-tailed Ground Squirrel, along with the larger Amargosa Pocket Gopher and the Botta Pocket Gopher may be in the area too. Rabbits and hares include the Desert Cottontail and the Black-tailed Jackrabbit.

Generally the environment does not support larger animals but Desert Bighorn sheep and a small herd of wild horses have been spotted in the area. Coyotes, badgers, bobcats, and gray foxes may also be in the area, preying on rodents and rabbits. By night, a wide variety of bats take flight. Bat species found in the area include the Western Pipistrelle, Big Brown, Brazilian free-tailed, Spotted, and three species of Myotis.

Public Outreach an Introduction to the Plan

On October 22, 2015 a public meeting was held at the Tecopa Community Center for the Tecopa and Shoshone Specific Plan efforts. The meeting started with introductions and descriptions of the specific plan projects and why the County is preparing them. Staff took a count of the people who were at the meeting that live in Tecopa (16 people) and people who live in Shoshone (0 people). Some did not answer. Since there was no one at the meeting from Shoshone so the focus was on Tecopa.

Staff did meet with Susan Sorrells, who owns most Shoshone and manages all of the commercial activities, to discuss issues and opportunities. Ms. Sorrells believes there are abundant opportunities for eco-tourism in all of southeast Inyo County and reports that there is a rise in visitors to the area (her businesses specifically) seeking that type of recreation. Shoshone already offers bird watching tours, has begun a pupfish reintroduction program and is working on removing invasive species. She would like to see a large swath of land between Shoshone, Tecopa and Charleston View designated as National Landscape Conservation System lands, as depicted in the DRECP. Ms. Sorrells thinks that this will help encourage, promote and expand the area as an eco-tourism destination. There are many plans in the works for improvements in Shoshone. This ranges from upgrades to the motel, remolding some of the older buildings along Highway 127 for an office, additional motel units, and native plant nursery. The issues she sees for Shoshone is potential landuses that could affect the areas draw for eco-tourism.

Comments taken at the public meeting

Staff took comments from the attending public with regard to issues and opportunities in Tecopa/Shoshone and the southeast part of the County in general. The comments included:

Issues

- Health care facilities (lack of).
- Fire department (needs better funding).
- Roads, culverts, during emergencies and serving tourists (need improvements).
- Transportation, transit, paratransit opportunities (lack of).
- OHV use in undesignated areas, needs signage.
- Public and Open Space-forty acre minimum zoning limits certain development.
- Elderly (lack of services).
- Low income (lack of services).
- Limited jobs for young people.
- Housing and fire protection – difficult to obtain financing for housing due to limitations in fire services.
- Fair distribution of services (County) needs more employees in the area.
- Don't change Tecopa.
- Phone service in the Heights, versus the vole (vole protection limits the ability to improve phone service).
- Trucks going to Yucca Mountain.
- No cell service.
- Contractors won't come from Pahrump (closest area with contractors).
- Bomber (huge horse fly) needs eradication.
- Balance of tourism and preservation, nurture growth to not lose character (current).
- Dust from the dirt roads (like Old Furnace Creek Road).
- In 1983 there were 2,000 people in Tecopa, which Tecopa do we want? 1984 there was a lawsuit where is the money from that (County)?
- 2002 Road paving, dumpsters, other improvements (need more/again).
- More support for the fire department.
- Update the community center.
- Vulnerability to the power grid (lose power a lot).
- Community center is not always open.
- Roads are not well maintained.
- Need 24-hour emergency internet.
- Septic tank pumping.
- Do we want big events here.
- Balance.

Opportunities:

- Night sky.
- Clean air.
- Natural attractions.
- Community/emergency center (could be enhanced).
- Grants for local power (find and obtain).
- Open the community center for more use.
- Hot mineral baths, develop in a responsible manner.

- Community pools.
- Fire department: reduce fire hazards (critical for housing loans and insurance affordability); highly trained personnel/volunteers; water supply positive for fire; capitalize on springs (create pools for community and fire suppression); serving tourists; and, size of the district (fire).
- Library, make larger permanent structure.
- Capitalize on water to create parks.
- Train to the date ranch.
- Bike paths.
- 4X4 off roading in designated areas.
- Mountain biking.
- Birding.
- Hiking.
- BLM bike path (multi use) from Shoshone to Tecopa – rails to trails opportunity.
- Local solar/wind energy.
- Wildlife sanctuaries, voles, other sensitive species.
- National Monument – NCL program.
- Daily bus (could expand to).
- 4X4 use signage to keep them in designated areas.
- Trails for horses.
- Provide zoning for uses (better match to what's there).
- County should encourage employees who work in Tecopa/Shoshone to live there.
- Provide housing (employee/affordable).
- Empty school, could be used for library, county offices etc.
- New students for the school could help reopen and improve.

The last item for discussion at the meeting was connections between Tecopa, Shoshone and Charleston View. Staff asked that the meeting participants think about and describe the ways the communities are connected now and how these connections could be strengthened.

Connections Tecopa, Shoshone, Charleston View:

- Cell Service (provision of).
- Emergency services, roads, sheriff, fire department, school.
- We don't want to be connected.
- Water (lack thereof).
- Roads, access to Las Vegas through Charleston View.
- Duner traffic (people driving through on their way to off highway vehicle parks located to the south).
- Trails.
- Unique ecology.
- Community.
- United against solar project.
- Old Spanish Trail – historic.
-

Issues and opportunities based on existing conditions evaluations

Issues

- Odd zoning and general plan configurations
- No cell phone service
- Cultural/historic resources
- Potential federal landscape designations

Opportunities

- Active and established business owner
- Proximity to Death Valley, Dumont Dunes, Pahrump and Las Vegas
- Connections to Shoshone and Charleston View
- Beautiful desert landscape
- Good main road connections to and through
- Potential federal landscape designations
- Old Spanish Trail
- Cultural/historic resources
- Access to wilderness areas and Wild and Scenic Amargosa River area

Next Steps

Staff will be scheduling visioning meetings for the next phase of the Shoshone Specific Plan process. The results of this existing conditions report will be shared with the community and the issues and opportunities will be discussed to establish the changes and enhancements (if any) the community would like with regard to the future of Shoshone. The results of these exercises will be used to create the long range vision and goals for Shoshone and will be further used to establish an implementation strategy.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: May 10, 2016

SUBJECT: Authorize Personnel to recruit and fill a vacant Mechanic/Equipment Operator I position.

DEPARTMENTAL RECOMMENDATION:

- 1) Request Board approve a change in Authorized Staffing by deleting the Lead Equipment Mechanic/Operator (Range 66) and adding one Equipment Mechanic/Operator I (Range 58) or II (Range 60) to the Authorized Staffing for the Recycling and Waste Management Program.
- 2) Find, consistent with the adopted Authorized Position Review Policy, (a) the availability of funding for the requested position is in the Fiscal Year 2015/2016 Budget in the Recycling and Waste Management Program Budget, as certified by the County Administrator and concurred with by the Auditor-Controller; (b) an open recruitment is appropriate to ensure the greatest pool of qualified candidates apply for the position; (c) authorize hiring one (1) Landfill Equipment Mechanic/Operator I, Range 58 (\$3,310-\$4,027).

CAO RECOMMENDATION:

County Code Section 2.08.040(E) sets forth a policy whereby no new positions are to be created or filled in any fiscal year after adoption of the County Budget, unless made necessary by unforeseen or unanticipated emergencies and recommended by the County Administrator. Consistent with County Code, I am in support of recommendation to change the department's authorized staffing by deleting the Lead Equipment Mechanic/Operator (Range 66) and adding one Equipment Mechanic/Operator I (Range 58) or II (Range 60). In addition to conveying immediate and ongoing budget savings, the change in authorized staffing will provide greater operational flexibility in solid waste facility and equipment operations.

SUMMARY DISCUSSION:

The Lead Equipment Mechanic/Operator retired in January 2016, where it was determined that a Lead worker position is no longer necessary, but there is still a need for an Equipment Mechanic/Operator due to the normal wear on heavy equipment used on a daily basis. The Equipment Mechanic/Operator will provide high level repairs on diesel powered heavy equipment, gasoline powered automobiles as well as welding, along with assisting heavy equipment operators with landfill covering, compacting, green waste chipping, and maintaining the solid waste premises. This position is critical to the operation of the County landfills, without a dedicated mechanic the equipment operators may have to perform duties outside of their scope of work, or equipment needs to be worked on by an outside party.

ALTERNATIVES:

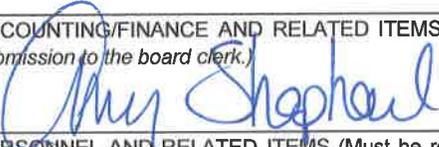
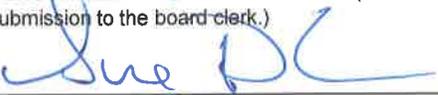
Your Board could choose not to authorize filling the vacant position; however, this is not recommended, as the functionality of the Recycling and Waste Management programs will suffer.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

Funding for this position is included in the FY 2015-2016 Solid Waste Budget.

| <u>APPROVALS</u> | |
|--|--|
| 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>4/27/16</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: <u>✓</u> Date <u>4/27/16</u> |
| DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received) <u>Rick Benson by Sue DC</u> Date: <u>4/27/16</u> | |



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: County Administrator-Disaster Services

FOR THE BOARD MEETING OF: May 3, 2016

SUBJECT: Resolution Adopting the 2016 Inyo County Emergency Operations Plan

DEPARTMENTAL RECOMMENDATION

Request Board: A) approve Resolution No. 2016- entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting the 2016 Inyo County Emergency Operations Plan", and B) authorize the Chairperson to sign the Resolution and a Letter of Promulgation.

SUMMARY DISCUSSION

On December 4, 2014, the California Governor's Office of Emergency Services (Cal OES) approved Inyo County's application for FY 2014 Homeland Security Grant Program (HSGP) monies. Included within the grant application's State Financial Management Forms Workbook as Project E was the Planning Project entitled – Emergency Operations Plan (EOP) Update.

On August 4, 2015, Inyo County entered into a contract with Joe Pecsí to provide consulting services for the update of the Inyo County EOP. Mr. Pecsí worked closely with Inyo County and Cal OES staff to complete the mandatory "Crosswalk" for reviewing emergency plans. After all updates and revisions were made, a draft of the revised EOP was sent to Cal OES for review. On March 16, 2016, the County was notified that the draft EOP was determined to be acceptable in accordance with the requirements of the Emergency Services Act and the California Mutual Aid Agreement.

A draft copy of the 2016 Inyo County EOP has been provided to your Board for review. It is the Staff's recommendation that the Board adopt the attached Resolution whereby approving the EOP for production and distribution.

ALTERNATIVES

Your Board could choose not to adopt the EOP, but this alternative is not recommended. The FY 2014 HSGP monies will expire on May 31, 2016. If the EOP is not approved, these funds will no longer be available after May 31st. This action may jeopardize future grant funding due to the failure to complete this grant project before the expiration date. In addition, it may also jeopardize the possibility of receiving disaster reimbursement funds due to being out of compliance with an expired plan.

OTHER AGENCY INVOLVEMENT

Sheriff's Office, CalOES, County Counsel

FINANCING

2014 Homeland Security Grant Program funds were included in Budget #623714 Object Code #5265 for Fiscal Year 2015-2016

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>yu</u> Date <u>4/28/16</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

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



Date: 4-28-2016

RESOLUTION NO. 2016-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF INYO, STATE OF CALIFORNIA, ADOPTING THE 2016 INYO
COUNTY EMERGENCY OPERATIONS PLAN**

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 disaster; and

WHEREAS the President in Homeland Security Directive-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for federal, state, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS Inyo County adopted Resolution 2005-55, which states that Inyo County will integrate the National Incident Management System (NIMS), to the extent appropriate, into the emergency management system. In addition, the County of Inyo will utilize NIMS, which shall be consistent with the integration of NIMS and the Standardized Emergency Management System (SEMS) used by the State of California; and,

WHEREAS the Inyo County Emergency Operations Plan was formally developed and then adopted by the Inyo County Board of Supervisors on August 28, 2007 with Resolution No. 2007-46, and was updated in 2011; and

WHEREAS the Homeland Security Grant Program provides an opportunity to achieve greater integration of emergency management systems and it supports the efforts for state, tribal and local jurisdictions to obtain grants to purchase equipment and resources that are critical to building and sustaining the capability to strengthen, prevent, prepare for, mitigate against, respond to and recover from emergencies and disasters, whether natural or man-made; and

WHEREAS Inyo County adopted Resolution 2014-29 authorizing the submittal of a grant application for FY 2014 Homeland Security Grant Program funds and on December 4, 2014 the Governor's Office of Emergency Services approved Inyo County's application. Included within the grant application's State Financial Management Forms Workbook as Project E is a Planning Project entitled Emergency Operations Plan Update; and

WHEREAS Inyo County has appropriated some of the 2014 Homeland Security Grant funding to hire a consultant to assist with the update of the Emergency Operations Plan. A draft was submitted for review to the California Governor's Office of Emergency Services and on March 16, 2016 Inyo County was notified that the updated Inyo County

Emergency Operations Plan is acceptable in accordance with the requirements of the Emergency Services Act and the California Master Mutual Aid Agreement; and,

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors adopts the Inyo County Emergency Operations Plan dated March 2016, presented to it for consideration this date by the Inyo County Office of Emergency Services, said Plan shall supersede the Emergency Operation Plan dated March 2011; and,

BE IT FURTHER RESOLVED that the Inyo County Disaster Services Department and Sheriff's Office will distribute the Emergency Operations Plan to the appropriate entities and agencies.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 3rd day of May, 2016 by the following role call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio
Clerk of the Board

By: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING May 3, 2016

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as 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

17

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF May 3, 2016

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

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF May 3, 2016

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 "Death Valley Down But Not Out Emergency" that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION: - During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a bi-weekly basis, 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

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 19

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

FROM: CLERK OF THE BOARD
By: Kelley Williams, Assistant to the CAO

FOR THE BOARD MEETING OF: May 3, 2016

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Meetings of A) March 15, 2016; and B) April 5, 2016

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.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

| APPROVALS | |
|---------------------|---|
| BUDGET OFFICER: | BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i> |
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 21

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: May 3, 2016

SUBJECT: Treasury Status Report for the Quarter Ending March 31, 2016.

DEPARTMENTAL RECOMMENDATION: Review Report and direct questions to the County Treasurer.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the Report are to disclose the following: the investments and deposits of the treasury; the cost basis and market values of investments; compliance to the County Treasury Investment Policy; The weighted average maturity of the investments; and, the projected ability of the Treasury to meet the expected expenditure requirements of the Treasury's pooled participants for the next six months.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: Pursuant to Section 53646(g), copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

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> N/A 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> N/A 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> N/A Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:  Date: April 11, 2016
 Alisha McMurtrie, Treasurer-Tax Collector

ALISHA MCMURTRIE
TREASURER-TAX COLLECTOR
(P) 760-878-0312
(F) 760-878-0311
inyottc@inyocounty.us



JOEY PETERSON
ADMINISTRATIVE ANALYST II

MONICA TINLIN
OFFICE TECHNICIAN III

RENEE RODRIGUEZ
OFFICE TECHNICIAN III

COUNTY OF INYO
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: March 31, 2016
DATE: April 11, 2016

The following status report of the County Treasury as of March 31, 2016 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from Union Bank reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 414 days.

The latest PARS/OPEB investment statement is attached for your reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of: 2/29/16 was \$5,151,027.34 (Principal: \$3,950,000.00 + Interest = \$1,261,959.00 less Fees:\$-60,931.66)

C: Members of the Inyo County Treasury Oversight Committee



TREASURER'S DAILY RECONCILIATION

DATE: 3-31-16

AUDITOR'S BALANCES

| | | | |
|------------------------------------|----------|-------------------------|--|
| Balance Forward - Cash in Treasury | | \$121,434,042.36 | |
| Plus: Auditor Adjustments Payroll | | | |
| Deposit Authorizations Fees | | \$1,173,309.46 | |
| Less: Co. Checks Pd | 03/30/16 | (143,227.27) | |
| Auditor JE# to adjust | | | |
| Acct. Analysis (UB Fees) | | | |
| Outgoing Electronic Wires | | | |
| | | | - \$48,284.77 Chrtr-La Ed Corp Fed Tax |
| | | | - \$410,689.83 ICOE Fed Tax |
| | | | - \$97,494.83 Chrtr-Yth Bld Fed Tax |
| | | | - \$3,932.28 Chrtr-Coll Bridge St Tax |
| | | | - \$4,722.02 Chrtr-The Ed Corp St Tax |
| | | | - \$18,766.49 Chrtr-Yth Bld St Tax |
| | | | - \$73,136.83 ICOE State Tax |
| | | | - \$1,946,014.01 ICOE Payroll |

Ending "Claim on Cash in Treasury" \$119,861,083.49

TREASURER'S BALANCE:

| | |
|------------------------|------------|
| Cash on Hand: Vault | \$7,262.00 |
| Drawer | \$389.28 |
| Bank Deposits on Hand: | |

BANK ACCOUNTS:

| | |
|---------------------------------|-----------------|
| Union Bank - General Account. | \$10,647,976.78 |
| El Dorado - Cash Account | \$147,215.46 |
| El Dorado- Directs Account | \$10,000.00 |
| Eastern Sierra- General Account | \$0.00 |

INVESTMENTS:

| | | <u>% Invested</u> |
|------------------------------|------------------|-------------------|
| Local Agency Investment Fund | \$7,500,000.00 | Agency Limit |
| UBS Money Market | \$1,000,000.00 | 0.83% of 10.00% |
| Federal Agencies | \$ 56,235,950.00 | 46.92% of 100.00% |
| CD | \$26,392,812.86 | 22.02% of 30.00% |
| Local Agency Debt | \$610,527.19 | 0.51% of 100.00% |
| Commercial Paper | \$ 14,694,192.37 | 12.26% of 15.00% |
| Corporate Obligation | \$ 2,614,480.00 | 2.18% of 30.00% |

TOTAL TREASURY BALANCE: \$119,860,805.94

Difference: (Treasury SHORT or OVER) (\$277.55)

Explanation of Difference: (\$277.55) Err on Cks Pd 3/30/16

NOTES

Investments Maturing Over 1 Year \$ 66,436,242.86 55.43% of 60.00%

Prepared By: MP

Holdings - Reporting as of Settlement Date
Account: 673605280 - COUNTY OF INYO



As of: 31-Mar-2018

| Asset Type | Asset Short Name | Maturity Date | CUSIP | Shares/Units | Cost Basis | Market Value | S&P Rating | Moody's Rating | Net Unrealized Gains/Loss | Annual Yield | Estimated Annual Income |
|-------------------------|--------------------------------------|---------------|------------|---------------|---------------------|---------------------|------------|----------------|---------------------------|--------------|-------------------------|
| Cash & Cash Equivalents | ABBEY NATL NA LLC DCP 4/11/16 | 11-Apr-2016 | 00280NDB3 | 2,000,000,000 | \$1,991,750,000 USD | \$1,999,760,000 USD | | | \$6,010,000 USD | | |
| Cash & Cash Equivalents | BANK OF TOKYO MITS DCP 6/16/16 | 16-Jun-2016 | 06539BFG3 | 3,000,000,000 | \$2,993,400,000 USD | \$2,996,250,000 USD | | | \$2,850,000 USD | | |
| Cash & Cash Equivalents | NATIXIS NY DCP 6/10/16 | 10-Jun-2016 | 63873JFA3 | 3,000,000,000 | \$2,994,756,67 USD | \$2,996,550,000 USD | | | \$11,793,33 USD | | |
| Cash & Cash Equivalents | NATIXIS US FIN DCP 6/03/16 | 03-Jun-2016 | 63873JF39 | 1,500,000,000 | \$1,494,866,67 USD | \$1,498,455,000 USD | | | \$3,588,33 USD | | |
| Cash & Cash Equivalents | TOYOTA MTR CRE DCP 6/21/16 | 21-Jun-2016 | 89233GFM3 | 4,000,000,000 | \$3,985,237,78 USD | \$3,994,680,000 USD | | | \$9,442,22 USD | | |
| Cash & Cash Equivalents | UBS FINANCE DELW DCP 6/07/16 | 07-Jun-2016 | 90262CF77 | 1,250,000,000 | \$1,244,181,25 USD | \$1,246,625,000 USD | | | \$4,443,75 USD | | |
| Government Obligations | FCB BD 1.170% 3/15/16 | 15-Mar-2018 | 3133EFSQ1 | 3,000,000,000 | \$3,000,000,000 USD | \$3,000,090,000 USD | AA+ | | \$90,000 USD | | |
| Government Obligations | FCB BDS 0.440% 9/08/16 | 08-Sep-2016 | 3133EFCF2 | 3,000,000,000 | \$3,000,000,000 USD | \$2,998,680,000 USD | AA+ | | (\$1,320,000) USD | | |
| Government Obligations | FCB BDS 0.900% 12/26/17 | 26-Dec-2017 | 3133ECB45 | 5,000,000,000 | \$4,997,500,000 USD | \$5,000,050,000 USD | | | \$2,550,000 USD | | |
| Government Obligations | FCB BDS 0.930% 11/17/17 | 17-Nov-2017 | 3133EFPH4 | 2,000,000,000 | \$2,000,000,000 USD | \$2,005,600,000 USD | AA+ | | \$5,600,000 USD | | |
| Government Obligations | FCB BDS 1.480% 9/30/19 | 30-Sep-2019 | 3133EFA0 | 2,000,000,000 | \$2,000,000,000 USD | \$2,003,280,000 USD | AA+ | | \$3,280,000 USD | | |
| Government Obligations | FCB BDS 1.625% 5/13/19 | 13-May-2019 | 3133EEK33 | 2,000,000,000 | \$2,001,500,000 USD | \$2,001,380,000 USD | AA+ | | (\$120,000) USD | | |
| Government Obligations | FHLB BDS 0.530% 12/05/16 | 05-Dec-2016 | 3130A6RF6 | 5,000,000,000 | \$4,999,000,000 USD | \$5,000,650,000 USD | AA+ | | \$1,650,000 USD | | |
| Government Obligations | FHLB BDS 1.000% 3/29/18 | 29-Mar-2018 | 3130A7H73 | 2,000,000,000 | \$2,000,000,000 USD | \$2,001,480,000 USD | AA+ | | \$1,480,000 USD | | |
| Government Obligations | FHLB BDS 1.000% 12/29/17 | 29-Dec-2017 | 3130A7JV8 | 1,000,000,000 | \$1,000,000,000 USD | \$1,001,350,000 USD | AA+ | | \$1,350,000 USD | | |
| Government Obligations | FHLB BDS 1.250% 8/27/18 | 27-Jun-2018 | 313383JQ5 | 3,000,000,000 | \$3,000,000,000 USD | \$3,020,910,000 USD | | | \$20,910,000 USD | | |
| Government Obligations | FHLB BDS 1.250% 7/20/18 | 20-Jul-2018 | 3130A5SP5 | 1,250,000,000 | \$1,250,000,000 USD | \$1,253,675,000 USD | AA+ | | \$3,675,000 USD | | |
| Government Obligations | FHLB BDS 1.350% 9/28/18 | 28-Sep-2018 | 3130A6UU9 | 2,000,000,000 | \$2,000,000,000 USD | \$2,002,060,000 USD | AA+ | | \$2,060,000 USD | | |
| Government Obligations | FHLB BDS 1.540% 9/24/19 | 24-Sep-2019 | 3130A6H34 | 3,000,000,000 | \$3,000,000,000 USD | \$3,000,060,000 USD | AA+ | | \$60,000 USD | | |
| Government Obligations | FHLB BDS 1.550% 4/29/19 | 29-Apr-2019 | 3130A6ZV0 | 4,000,000,000 | \$4,000,000,000 USD | \$4,007,120,000 USD | AA+ | | \$7,120,000 USD | | |
| Government Obligations | FHLB BDS 1.720% 12/23/19 | 23-Dec-2019 | 3130A6VE4 | 3,000,000,000 | \$3,000,000,000 USD | \$3,003,330,000 USD | AA+ | | \$3,330,000 USD | | |
| Government Obligations | FHLB BDS SU 1.250% 5/12/20 | 12-May-2020 | 3130A5DV8 | 1,000,000,000 | \$999,500,000 USD | \$1,000,100,000 USD | AA+ | | \$600,000 USD | | |
| Government Obligations | FHLMC NTS 1.375% 3/29/19 | 29-Mar-2019 | 3134GTZE23 | 2,000,000,000 | \$2,000,000,000 USD | \$2,005,240,000 USD | AA+ | | \$5,240,000 USD | | |
| Government Obligations | FNMA BDS 1.150% 5/24/19 | 24-May-2019 | 3136G2YF8 | 2,000,000,000 | \$2,000,000,000 USD | \$2,000,380,000 USD | AA+ | | \$380,000 USD | | |
| Government Obligations | FNMA NT 1.300% 2/22/18 | 22-Feb-2018 | 3136G23M7 | 2,000,000,000 | \$2,000,000,000 USD | \$2,005,940,000 USD | AA+ | | \$5,940,000 USD | | |
| Government Obligations | FNMA NT 1.400% 1/26/19 | 26-Nov-2019 | 3136G2YA9 | 2,000,000,000 | \$2,000,000,000 USD | \$2,000,800,000 USD | AA+ | | \$800,000 USD | | |
| Government Obligations | FNMA NTS 1.050% 9/15/17 | 15-Aug-2017 | 3136G23G0 | 3,000,000,000 | \$3,000,000,000 USD | \$3,002,700,000 USD | AA+ | | \$2,700,000 USD | | |
| Government Obligations | FNMA NTS 1.825% 1/12/18 | 27-Nov-2018 | 3135G0Y74 | 3,000,000,000 | \$2,999,950,000 USD | \$3,059,490,000 USD | AA+ | | \$69,540,000 USD | | |
| Corporate Obligations | 1ST GEN BK ROWLAND CD 9.000% 7/31/17 | 31-Jul-2017 | 320337BD9 | 248,000,000 | \$248,000,000 USD | \$248,629,92 USD | N/A | | \$629,92 USD | | |
| Corporate Obligations | ALLY BK MIDVALE CD 1.100% 4/29/18 | 23-Apr-2018 | 02006LQJ5 | 250,000,000 | \$250,000,000 USD | \$250,645,000 USD | N/A | | \$645,000 USD | | |
| Corporate Obligations | ALPINE BK ILL CD 6.700% 1/30/17 | 30-Jan-2017 | 02082CBD1 | 248,000,000 | \$248,000,000 USD | \$248,424,08 USD | N/A | | \$424,08 USD | | |
| Corporate Obligations | AMERICAN EXP CENT C/ 2.250% 8/17/20 | 17-Jun-2020 | 02587DYV4 | 248,000,000 | \$248,000,000 USD | \$250,055,92 USD | N/A | | \$2,055,92 USD | | |
| Corporate Obligations | AMERICAN ST BK C/D | 05-Feb-2020 | 029728AT9 | 245,000,000 | \$245,000,000 USD | \$248,726,45 USD | N/A | | \$3,726,45 USD | | |

Holdings - Reporting as of Settlement Date
Account: 6736305280 - COUNTY OF INYO



As of: 31-Mar-2016

| Asset Type | Asset Short Name | Maturity Date | CUSIP | Shares/Unit | Cost Basis | Market Value | S&P Rating | Moody's Rating | Net Unrealized Gains/Loss | Annual Yield | Estimated Annual Income |
|-----------------------|--|---------------|-----------|--------------|------------------|------------------|------------|----------------|---------------------------|--------------|-------------------------|
| Corporate Obligations | 1.450% 2/05/20 AMERN EXP SVGS BK CDI 650% 7/09/18 | 09-Jul-2018 | 02587CDK3 | 248,000.0000 | \$248,000.00 USD | \$249,569.84 USD | N/A | N/A | \$1,569.84 USD | | |
| Corporate Obligations | 1.500% 5/07/20 AMEX CENTRN C/D | 07-May-2020 | 02587DKT0 | 245,000.0000 | \$245,000.00 USD | \$247,212.35 USD | N/A | N/A | \$2,212.35 USD | | |
| Corporate Obligations | 0.400% 4/08/16 APPLE BK C/D | 08-Apr-2016 | 03784JGU2 | 248,000.0000 | \$248,000.00 USD | \$248,000.00 USD | N/A | N/A | \$0.00 USD | | |
| Corporate Obligations | 1.650% 3/20/16 BANK AMERICA BD 0.800% 3/21/17 | 26-Mar-2018 | 06050TLY6 | 250,000.0000 | \$251,812.86 USD | \$249,700.00 USD | A | | (\$2,112.86) USD | | |
| Corporate Obligations | 0.800% 3/21/17 BANK BARODA NY YCD | 21-Mar-2017 | 06062QNT7 | 240,000.0000 | \$240,000.00 USD | \$240,014.40 USD | N/A | N/A | \$14.40 USD | | |
| Corporate Obligations | 2.050% 1/15/21 BANK HAFALIM C/D | 15-Jan-2021 | 06251AL40 | 245,000.0000 | \$245,000.00 USD | \$250,517.40 USD | N/A | N/A | \$5,517.40 USD | | |
| Corporate Obligations | 0.750% 3/22/17 BANK INDIA YCD | 22-Mar-2017 | 06279HJX2 | 240,000.0000 | \$240,000.00 USD | \$240,014.40 USD | N/A | N/A | \$14.40 USD | | |
| Corporate Obligations | 0.700% 1/20/17 BANK SNB C/D | 20-Jan-2017 | 065000AF3 | 248,000.0000 | \$248,000.00 USD | \$248,404.24 USD | N/A | N/A | \$404.24 USD | | |
| Corporate Obligations | 0.900% 5/24/17 BANKUNITED A SVGS BK 0.900% 5/24/17 | 24-May-2017 | 066519BE8 | 249,000.0000 | \$248,000.00 USD | \$249,214.14 USD | N/A | N/A | \$214.14 USD | | |
| Corporate Obligations | 2.200% 9/16/20 BARCLAYS BK C/D | 16-Sep-2020 | 06740KJK4 | 248,000.0000 | \$248,000.00 USD | \$252,836.00 USD | N/A | N/A | \$4,836.00 USD | | |
| Corporate Obligations | 0.700% 3/22/17 BEAL BK USA LV C/D | 22-Mar-2017 | 07370WXT8 | 240,000.0000 | \$240,000.00 USD | \$240,014.40 USD | N/A | N/A | \$14.40 USD | | |
| Corporate Obligations | 0.100% 3/30/16 BENCHMARK BK PLANO C 1.100% 3/30/16 | 10-Feb-2017 | 081600AF3 | 248,000.0000 | \$248,000.00 USD | \$248,290.16 USD | N/A | N/A | \$290.16 USD | | |
| Corporate Obligations | 0.500% 12/16/16 BMO HARRIS BK C/D 0.550% 12/16/16 | 30-May-2018 | 06414QXG9 | 248,000.0000 | \$248,000.00 USD | \$249,413.60 USD | N/A | N/A | \$1,413.60 USD | | |
| Corporate Obligations | 2.250% 12/18/20 BMW BK N.A. SL C/D | 21-Feb-2017 | 06414QWL9 | 248,000.0000 | \$248,000.00 USD | \$248,143.84 USD | N/A | N/A | \$143.84 USD | | |
| Corporate Obligations | 0.550% 12/30/16 BRAND BKG CO GA C/D | 16-Dec-2016 | 05581WEF8 | 240,000.0000 | \$240,000.00 USD | \$240,021.60 USD | N/A | N/A | \$21.60 USD | | |
| Corporate Obligations | 1.500% 8/17/20 BRIDGEWATER BK C/D | 18-Dec-2020 | 05580ADM3 | 245,000.0000 | \$245,000.00 USD | \$248,910.20 USD | N/A | N/A | \$3,910.20 USD | | |
| Corporate Obligations | 1.200% 2/19/19 BROOKLINE BK MASS C/D 0.500% 9/30/16 | 30-Sep-2016 | 108622ET4 | 248,000.0000 | \$248,000.00 USD | \$248,047.12 USD | N/A | N/A | \$47.12 USD | | |
| Corporate Obligations | 0.750% 2/17/17 BTC BK BETHANY C/D | 17-Aug-2020 | 11373QBC1 | 248,000.0000 | \$248,000.00 USD | \$246,829.44 USD | N/A | N/A | (\$1,170.56) USD | | |
| Corporate Obligations | 2.250% 7/01/20 CAPITAL ONE BK C/D | 19-Feb-2019 | 05577FAQ1 | 248,000.0000 | \$248,000.00 USD | \$248,302.56 USD | N/A | N/A | \$302.56 USD | | |
| Corporate Obligations | 2.300% 7/18/20 CAPITAL ONE C/D | 17-Feb-2017 | 13057CAM0 | 248,000.0000 | \$248,000.00 USD | \$251,511.68 USD | N/A | N/A | \$3,511.68 USD | | |
| Corporate Obligations | 0.800% 3/23/17 CARDINAL BK C/D | 01-Jul-2020 | 140420SX9 | 248,000.0000 | \$248,000.00 USD | \$252,483.84 USD | N/A | N/A | \$4,483.84 USD | | |
| Corporate Obligations | 0.400% 5/12/16 CAROLINA ALLIANCE C/D 1.200% 6/24/19 | 15-Jul-2020 | 14042E4P2 | 248,000.0000 | \$248,000.00 USD | \$248,347.20 USD | N/A | N/A | \$347.20 USD | | |
| Corporate Obligations | 0.850% 3/30/17 CELTIC BK UTAH C/D | 23-Mar-2017 | 14147VFC5 | 248,000.0000 | \$248,000.00 USD | \$248,127.84 USD | N/A | N/A | \$2,127.84 USD | | |
| Corporate Obligations | 1.900% 12/31/20 CENTENNIAL BK C/D | 24-Jun-2019 | 14376RAT4 | 248,000.0000 | \$248,000.00 USD | \$248,342.24 USD | N/A | N/A | \$342.24 USD | | |
| Corporate Obligations | 0.400% 5/12/16 CENTRAL BK C/D | 30-Mar-2017 | 15118RKM8 | 248,000.0000 | \$248,000.00 USD | \$247,985.04 USD | N/A | N/A | (\$1.96) USD | | |
| Corporate Obligations | 2.300% 6/30/20 CIT BANK SLC UT C/D | 12-May-2016 | 15135KAP6 | 245,000.0000 | \$245,000.00 USD | \$247,685.20 USD | N/A | N/A | \$2,685.20 USD | | |
| Corporate Obligations | 0.400% 5/12/16 CITIZENS PROGRESSI C/D 1.250% 2/12/19 | 31-Dec-2020 | 152524BH6 | 248,000.0000 | \$248,000.00 USD | \$251,511.68 USD | N/A | N/A | \$3,511.68 USD | | |
| Corporate Obligations | 1.000% 4/27/18 CITIZENS ST BK OKE C/D 0.850% 3/24/17 | 30-Jun-2020 | 17284DDN9 | 248,000.0000 | \$248,000.00 USD | \$248,872.40 USD | N/A | N/A | \$1,872.40 USD | | |
| Corporate Obligations | 1.000% 4/27/18 COMENITY CAP BK C/D | 12-Feb-2019 | 17654AA2 | 248,000.0000 | \$248,000.00 USD | \$248,369.52 USD | N/A | N/A | \$369.52 USD | | |
| Corporate Obligations | | 24-Mar-2017 | 17669WFF5 | 248,000.0000 | \$248,000.00 USD | \$249,162.50 USD | N/A | N/A | \$362.50 USD | | |
| Corporate Obligations | | 27-Apr-2018 | 20033AKC9 | 250,000.0000 | \$250,000.00 USD | \$249,162.50 USD | N/A | N/A | (\$837.50) USD | | |

Holdings - Reporting as of Settlement Date
Account: 6736305280 - COUNTY OF INYO



As of: 31-Mar-2016

| Asset Type | Asset Short Name | Maturity Date | CUSIP | Shares/Units | Cost Basis | Market Value | S&P Rating | Moody's Rating | Net Unrealized Gains/Loss | Annual Yield | Estimated Annual Income |
|-----------------------|---|---------------|-----------|---------------|---------------------|--------------------|------------|----------------|---------------------------|--------------|-------------------------|
| Corporate Obligations | COMMERCIAL BK C/D 1.750% 5/29/20 | 29-May-2020 | 201282HB9 | 245,000,000 | \$245,000,000 USD | \$248,231.55 USD | N/A | N/A | \$9,231.55 USD | | |
| Corporate Obligations | COMMUNITY FINL C/D 1.800% 2/17/21 | 17-Feb-2021 | 20364ABA2 | 246,000,000 | \$248,000,000 USD | \$251,308.32 USD | N/A | N/A | \$3,308.32 USD | | |
| Corporate Obligations | COMPASS BK ALA C/D 0.450% 5/06/16 | 06-May-2016 | 20451PKQ8 | 248,000,000 | \$248,000,000 USD | \$248,007.44 USD | N/A | N/A | \$7.44 USD | | |
| Corporate Obligations | CONNECTONE BK C/D 1.350% 7/09/18 | 09-Jul-2018 | 20786ABE4 | 248,000,000 | \$248,000,000 USD | \$249,026.72 USD | N/A | N/A | \$1,026.72 USD | | |
| Corporate Obligations | DOLLAR BK FEED C/D 1.450% 7/30/16 | 30-Jul-2016 | 25865QAS4 | 248,000,000 | \$248,000,000 USD | \$249,661.60 USD | N/A | N/A | \$1,661.60 USD | | |
| Corporate Obligations | EAST BOSTON SVGS C/D 1.700% 8/23/19 | 23-Aug-2019 | 27113PAK7 | 248,000,000 | \$248,000,000 USD | \$252,704.56 USD | N/A | N/A | \$4,704.56 USD | | |
| Corporate Obligations | ENERBANK USA UT C/D 1.500% 1/22/18 | 24-Dec-2018 | 29266NM78 | 245,000,000 | \$245,000,000 USD | \$247,099.65 USD | N/A | N/A | \$2,099.65 USD | | |
| Corporate Obligations | ESSA BK & TR STOUDSB 0.500% 9/30/16 | 30-Sep-2016 | 29867RND1 | 248,000,000 | \$248,000,000 USD | \$248,047.12 USD | N/A | N/A | \$47.12 USD | | |
| Corporate Obligations | EVERBK JACKSONVILL CDZ 050% 8/28/20 | 28-Aug-2020 | 29976DA59 | 248,000,000 | \$248,000,000 USD | \$253,438.64 USD | N/A | N/A | \$5,438.64 USD | | |
| Corporate Obligations | EVERGREEN BK GRP C/D 0.800% 5/30/17 | 30-May-2017 | 300185DH5 | 248,000,000 | \$248,000,000 USD | \$248,478.64 USD | N/A | N/A | \$478.64 USD | | |
| Corporate Obligations | FIDELITY BK C/D 0.700% 2/10/17 | 10-Feb-2017 | 318041CX8 | 248,000,000 | \$248,000,000 USD | \$248,312.48 USD | N/A | N/A | \$312.48 USD | | |
| Corporate Obligations | FIRST BUS BK C/D 1.450% 5/28/19 | 28-May-2019 | 31939QL69 | 248,000,000 | \$248,000,000 USD | \$249,547.52 USD | N/A | N/A | \$1,547.52 USD | | |
| Corporate Obligations | FIRST BUSINESS BK C/ 1.800% 1/21/20 | 21-Jan-2020 | 31939QR30 | 245,000,000 | \$245,000,000 USD | \$249,606.00 USD | N/A | N/A | \$4,606.00 USD | | |
| Corporate Obligations | FIRST NATL BK C/D 1.100% 1/22/18 | 22-Jan-2018 | 32114LAN9 | 248,000,000 | \$248,000,000 USD | \$249,753.36 USD | N/A | N/A | \$1,753.36 USD | | |
| Corporate Obligations | FIRST NIAGARA BKN 0.550% 9/23/16 | 23-Sep-2016 | 33863CRZ4 | 248,000,000 | \$248,000,000 USD | \$248,037.20 USD | N/A | N/A | \$37.20 USD | | |
| Corporate Obligations | FIRST SOURCE BK C/D 1.800% 2/28/20 | 28-Feb-2020 | 33846CFN9 | 248,000,000 | \$248,000,000 USD | \$253,041.84 USD | N/A | N/A | \$5,041.84 USD | | |
| Corporate Obligations | FIRST SVC BK GREEN CD1 5.00% 11/12/28 | 12-Nov-2020 | 33640VBG2 | 248,000,000 | \$248,000,000 USD | \$251,288.48 USD | N/A | N/A | \$3,288.48 USD | | |
| Corporate Obligations | FIRSTBANK PR C/D 1.000% 2/21/17 | 21-Feb-2017 | 33767AND9 | 248,000,000 | \$248,000,000 USD | \$248,364.56 USD | N/A | N/A | \$364.56 USD | | |
| Corporate Obligations | FRONTIER BK C/D 0.700% 1/30/17 | 30-Jan-2017 | 359067CK9 | 248,000,000 | \$248,000,000 USD | \$248,443.92 USD | N/A | N/A | \$443.92 USD | | |
| Corporate Obligations | GOLDMAN SACHS BK C/D 1.900% 5/06/20 | 06-May-2020 | 38148LSU6 | 248,000,000 | \$248,000,000 USD | \$249,755.84 USD | N/A | N/A | \$1,755.84 USD | | |
| Corporate Obligations | GUARANTY ST BK & TR 1.600% 6/30/20 | 30-Jun-2020 | 401228AW1 | 245,000,000 | \$245,000,000 USD | \$248,334.45 USD | N/A | N/A | \$3,334.45 USD | | |
| Corporate Obligations | HADDON SVGS BK C/D 1.000% 7/20/17 | 20-Jul-2017 | 404730AU7 | 248,000,000 | \$248,000,000 USD | \$248,947.36 USD | N/A | N/A | \$947.36 USD | | |
| Corporate Obligations | HOMESTREET BK C/D 0.750% 1/20/17 | 20-Jan-2017 | 43785QHJ5 | 248,000,000 | \$248,000,000 USD | \$248,404.24 USD | N/A | N/A | \$404.24 USD | | |
| Corporate Obligations | HSBC BANK USA C/D S/ 1.625% 1/20/20 | 09-Dec-2020 | 4034AE52 | 248,000,000 | \$248,000,000 USD | \$249,588.94 USD | | | \$1,588.94 USD | | |
| Corporate Obligations | IBERIABANK LAFAY C/D 0.900% 4/17/17 | 17-Apr-2017 | 46085AFB3 | 248,000,000 | \$248,000,000 USD | \$248,677.04 USD | N/A | N/A | \$677.04 USD | | |
| Corporate Obligations | IBM SR GLBL INT 2.250% 2/19/21 | 19-Feb-2021 | 459200JF9 | 1,000,000,000 | \$1,003,600,000 USD | \$1,021,930.00 USD | AA- | | \$18,330.00 USD | | |
| Corporate Obligations | INVESTORS BK C/D 1.100% 4/30/16 | 30-Apr-2016 | 46178FEA9 | 250,000,000 | \$250,000,000 USD | \$251,145.00 USD | N/A | N/A | \$1,145.00 USD | | |
| Corporate Obligations | INVESTORS BK C/D 1.600% 2/29/19 | 25-Feb-2019 | 46178FEK7 | 248,000,000 | \$248,000,000 USD | \$251,648.08 USD | N/A | N/A | \$3,648.08 USD | | |
| Corporate Obligations | INVESTORS CMNTY BK 0.700% 1/13/17 | 13-Jan-2017 | 46147URE2 | 248,000,000 | \$248,000,000 USD | \$248,136.40 USD | N/A | N/A | \$136.40 USD | | |
| Corporate Obligations | IOWA ST BK C/D 1.550% 7/29/20 | 29-Jul-2020 | 46255YAH2 | 245,000,000 | \$245,000,000 USD | \$249,054.75 USD | N/A | N/A | \$4,054.75 USD | | |
| Corporate Obligations | IROQUOIS FED SVGS C/ 1.600% 8/1/22 | 12-Aug-2020 | 46355PBV9 | 248,000,000 | \$248,000,000 USD | \$250,323.76 USD | N/A | N/A | \$2,323.76 USD | | |
| Corporate Obligations | ISRAEL DISC BK Y/C/D 1.250% 1/16/18 | 16-Jan-2018 | 465076HX8 | 248,000,000 | \$248,000,000 USD | \$249,490.48 USD | N/A | N/A | \$1,490.48 USD | | |

Holdings - Reporting as of Settlement Date
Account: 6736305280 - COUNTY OF INYO



As of: 31-Mar-2016

| Asset Type | Asset Short Name | Maturity Date | C-USIP | Shares/Units | Cost Basis | Market Value | S&P Rating | Moody's Rating | Net Unrealized Gain/Loss | Annual Yield | Estimated Annual Income |
|-----------------------|------------------------|---------------|-----------|--------------|-------------------|------------------|------------|----------------|--------------------------|--------------|-------------------------|
| Corporate Obligations | KEY BK NA OH C/D | 22-Jan-2018 | 49308SVX1 | 248,000,000 | \$248,000,000 USD | \$248,745.92 USD | N/A | N/A | \$1,745.92 USD | | |
| Corporate Obligations | KS BK INC C/D | 23-Jan-2017 | 48268PBL5 | 248,000,000 | \$248,000,000 USD | \$248,404.24 USD | N/A | N/A | \$404.24 USD | | |
| Corporate Obligations | KS STATEBANK C/D | 19-Aug-2020 | 50116CAJ8 | 248,000,000 | \$248,000,000 USD | \$250,556.88 USD | N/A | N/A | \$2,556.88 USD | | |
| Corporate Obligations | LAKESIDE BK C/D | 28-Feb-2019 | 51210SKU0 | 248,000,000 | \$248,000,000 USD | \$251,653.04 USD | N/A | N/A | \$3,653.04 USD | | |
| Corporate Obligations | LANDMARK CHNTY BK C/D | 04-May-2018 | 51507LAU8 | 250,000,000 | \$250,000,000 USD | \$250,627.50 USD | N/A | N/A | \$627.50 USD | | |
| Corporate Obligations | LCA BK CORP BK C/D | 25-Nov-2019 | 501798HN5 | 248,000,000 | \$248,000,000 USD | \$251,464.56 USD | N/A | N/A | \$3,464.56 USD | | |
| Corporate Obligations | LIVE OAK BK CG CO C/D | 10-Dec-2018 | 538036CC6 | 248,000,000 | \$248,000,000 USD | \$250,110.48 USD | N/A | N/A | \$2,110.48 USD | | |
| Corporate Obligations | LUANA SVGS BK C/D | 29-Mar-2019 | 549103SU4 | 245,000,000 | \$245,000,000 USD | \$247,959.60 USD | N/A | N/A | \$2,959.60 USD | | |
| Corporate Obligations | LUBBOCK NATL BK C/D | 29-Jul-2020 | 549152CM6 | 245,000,000 | \$245,000,000 USD | \$248,025.75 USD | N/A | N/A | \$3,025.75 USD | | |
| Corporate Obligations | MAIN ST BK C/D | 29-Sep-2016 | 560358BA3 | 248,000,000 | \$248,000,000 USD | \$248,048.60 USD | N/A | N/A | \$48.60 USD | | |
| Corporate Obligations | MB FINL BK NA C/D | 03-Jun-2019 | 55268CPU4 | 248,000,000 | \$248,000,000 USD | \$250,990.88 USD | N/A | N/A | \$2,990.88 USD | | |
| Corporate Obligations | MEDALLION BK UT C/D | 31-Aug-2018 | 584038Z1 | 248,000,000 | \$248,000,000 USD | \$250,745.36 USD | N/A | N/A | \$2,745.36 USD | | |
| Corporate Obligations | MERCANTILE TR BK C/D | 28-Feb-2019 | 587550EL4 | 248,000,000 | \$248,000,000 USD | \$251,653.04 USD | N/A | N/A | \$3,653.04 USD | | |
| Corporate Obligations | MERRICK BK SO J C/D | 30-Nov-2018 | 59013JLT4 | 248,000,000 | \$248,000,000 USD | \$250,204.72 USD | N/A | N/A | \$2,204.72 USD | | |
| Corporate Obligations | MIZUHO BK USA C/D | 18-Nov-2016 | 60668MRN6 | 249,000,000 | \$249,000,000 USD | \$248,492.04 USD | N/A | N/A | (\$507.96) USD | | |
| Corporate Obligations | NEC OKLA OKLA C/D | 23-Dec-2016 | 62879PAC6 | 240,000,000 | \$240,000,000 USD | \$240,002.40 USD | N/A | N/A | \$2.40 USD | | |
| Corporate Obligations | NORFIELD BK STATEN C/D | 16-May-2016 | 66612AAU2 | 248,000,000 | \$248,000,000 USD | \$247,992.56 USD | N/A | N/A | (\$7.44) USD | | |
| Corporate Obligations | ORRSTOWN BK C/D | 28-Aug-2020 | 687377DS7 | 248,000,000 | \$248,000,000 USD | \$248,713.68 USD | N/A | N/A | \$1,713.68 USD | | |
| Corporate Obligations | POST OAK BK C/D | 21-Dec-2018 | 737449AS7 | 248,000,000 | \$248,000,000 USD | \$249,810.40 USD | N/A | N/A | \$1,810.40 USD | | |
| Corporate Obligations | READING CO-OPERAT C/D | 17-Mar-2017 | 755324AU4 | 240,000,000 | \$240,000,000 USD | \$240,019.20 USD | N/A | N/A | \$19.20 USD | | |
| Corporate Obligations | RIDGESTONE BK BR C/D | 20-Jan-2017 | 76610TDO8 | 248,000,000 | \$248,000,000 USD | \$248,404.24 USD | N/A | N/A | \$404.24 USD | | |
| Corporate Obligations | S & T BK INDIANA C/D | 23-Sep-2016 | 783861CA3 | 248,000,000 | \$248,000,000 USD | \$248,037.20 USD | N/A | N/A | \$37.20 USD | | |
| Corporate Obligations | SACO AND BIDDEFORD | 22-Aug-2016 | 78577TAC9 | 248,000,000 | \$248,000,000 USD | \$247,957.84 USD | N/A | N/A | (\$42.16) USD | | |
| Corporate Obligations | SALLIE MAE BK C/D | 09-Dec-2019 | 795450XF7 | 245,000,000 | \$245,000,000 USD | \$246,246.25 USD | N/A | N/A | \$3,246.25 USD | | |
| Corporate Obligations | SANTANDER BK NA C/D | 16-Mar-2017 | 80280JMD0 | 240,000,000 | \$240,000,000 USD | \$240,021.60 USD | N/A | N/A | \$21.60 USD | | |
| Corporate Obligations | STATE BK INDIA C/D | 19-Aug-2019 | 856283ZA7 | 248,000,000 | \$248,000,000 USD | \$252,667.36 USD | N/A | N/A | \$4,667.36 USD | | |
| Corporate Obligations | SUMMIT CHNTY BK C/D | 30-Mar-2017 | 86604XK34 | 240,000,000 | \$240,000,000 USD | \$240,168.00 USD | N/A | N/A | \$168.00 USD | | |
| Corporate Obligations | SYNCHRONY BK C/D | 24-Apr-2020 | 87165FGF5 | 248,000,000 | \$248,000,000 USD | \$250,780.08 USD | N/A | N/A | \$2,780.08 USD | | |
| Corporate Obligations | TCF NATL BK C/D | 30-Sep-2016 | 872278PU4 | 248,000,000 | \$248,000,000 USD | \$248,034.72 USD | N/A | N/A | \$34.72 USD | | |
| Corporate Obligations | TRANS ALLIANCE BK C/D | 13-Feb-2017 | 89388CAN8 | 248,000,000 | \$248,000,000 USD | \$248,287.68 USD | N/A | N/A | \$287.68 USD | | |
| Corporate Obligations | TRIUMPH BK C/D | 22-Nov-2017 | 89678LED5 | 248,000,000 | \$248,000,000 USD | \$249,430.96 USD | N/A | N/A | \$1,430.96 USD | | |
| Corporate Obligations | ULTIMA BK MINN C/D | 20-Jan-2017 | 90385LCC1 | 248,000,000 | \$248,000,000 USD | \$248,404.24 USD | N/A | N/A | \$404.24 USD | | |
| Corporate Obligations | UNION BK & TR CO C/D | 19-May-2017 | 905200CB5 | 248,000,000 | \$248,000,000 USD | \$248,481.12 USD | N/A | N/A | \$481.12 USD | | |



As of: 31-Mar-2016

Holdings - Reporting as of Settlement Date
Account: 6736305280 - COUNTY OF INYO

| Asset Type | Asset Short Name | Maturity Date | CUSIP | Shares/Units | Cost Basis | Market Value | S&P Rating | Moody's Rating | Net Unrealized Gain/Loss | Annual Yield | Estimated Annual Income |
|-------------------------|--|---------------|-----------|----------------|---------------------|----------------------|------------|----------------|--------------------------|--------------|-------------------------|
| | 0.750% 5/19/17 | | | | | | | | | | |
| Corporate Obligations | UNION BK CALIF MTN 2.250% 5/09/19 | 05-May-2019 | 90520EAF9 | 1,600,000.0000 | \$1,610,680.00 USD | \$1,609,488.00 USD | A+ | | (\$1,382.00) USD | | |
| Corporate Obligations | WASHINGTON TR CO CID 1.400% 6/04/19 | 04-Jun-2019 | 940637HJ3 | 248,000.0000 | \$248,000.00 USD | \$250,983.44 USD | N/A | | \$2,983.44 USD | | |
| Corporate Obligations | WELLS FARGO BK CD 1.250% 4/30/20 | 30-Apr-2020 | 94968TT4 | 250,000.0000 | \$250,000.00 USD | \$250,299.00 USD | | | \$299.00 USD | | |
| Corporate Obligations | WESTERN ST BK CD 2.000% 9/12/20 | 04-Sep-2020 | 95960JUC2 | 248,000.0000 | \$248,000.00 USD | \$248,314.96 USD | N/A | | \$314.96 USD | | |
| Corporate Obligations | WESTFIELD BANK CD 0.900% 3/31/17 | 30-May-2017 | 96009JA6 | 248,000.0000 | \$248,000.00 USD | \$248,451.36 USD | N/A | | \$451.36 USD | | |
| Corporate Obligations | WEX BK MIDVALE UT CD 0.450% 3/13/16 | 13-May-2016 | 92937CCY2 | 248,000.0000 | \$248,000.00 USD | \$248,044.64 USD | N/A | | \$44.64 USD | | |
| Corporate Obligations | WORLD'S FOREMOST CD 1.300% 5/14/18 | 14-May-2018 | 981571BE1 | 200,000.0000 | \$200,000.00 USD | \$200,276.00 USD | N/A | | \$276.00 USD | | |
| Subtotals | | | | | | | | | | | |
| Cash & Cash Equivalents | | | | | \$14,694,192.37 USD | \$14,734,320.00 USD | | | \$40,127.63 USD | | \$0.00 USD |
| Government Obligations | | | | | \$56,237,450.00 USD | \$56,374,365.00 USD | | | \$136,915.00 USD | | \$0.00 USD |
| Corporate Obligations | | | | | \$29,007,292.86 USD | \$29,184,751.96 USD | | | \$177,459.10 USD | | \$0.00 USD |
| Total | | | | | \$99,938,935.23 USD | \$100,293,436.96 USD | | | \$354,501.73 USD | | \$0.00 USD |

**Inyo County Treasury
Weighted Average Maturity**

| Maturity Date | Formula | | | \$ Amount of Security |
|-------------------------|-------------|-----------------------|-----------------|-------------------------|
| | Principle X | # of Days to Maturity | = Daily Average | |
| F/A Securities | | | | |
| 9/8/2016 | 3 | 161 | 483 | \$ 3,000,000.00 |
| 12/5/2016 | 5 | 249 | 1245 | \$ 4,999,000.00 |
| 8/15/2016 | 3 | 137 | 411 | \$ 3,000,000.00 |
| 11/17/2017 | 2 | 596 | 1192 | \$ 2,000,000.00 |
| 12/26/2017 | 5 | 635 | 3175 | \$ 4,997,500.00 |
| 12/29/2017 | 1 | 638 | 638 | \$ 1,000,000.00 |
| 2/22/2018 | 2 | 693 | 1386 | \$ 2,000,000.00 |
| 3/15/2018 | 3 | 714 | 2142 | \$ 3,000,000.00 |
| 3/29/2018 | 2 | 728 | 1456 | \$ 2,000,000.00 |
| 6/27/2018 | 3 | 818 | 2454 | \$ 3,000,000.00 |
| 7/20/2018 | 1.25 | 841 | 1051.25 | \$ 1,250,000.00 |
| 9/28/2018 | 2 | 911 | 1822 | \$ 2,000,000.00 |
| 11/27/2018 | 3 | 971 | 2913 | \$ 2,989,950.00 |
| 3/29/2019 | 2 | 1093 | 2186 | \$ 2,000,000.00 |
| 4/29/2019 | 4 | 1124 | 4496 | \$ 4,000,000.00 |
| 5/13/2019 | 2 | 1138 | 2276 | \$ 2,001,500.00 |
| 5/24/2019 | 2 | 1149 | 2298 | \$ 2,000,000.00 |
| 9/24/2019 | 3 | 1272 | 3816 | \$ 3,000,000.00 |
| 9/30/2019 | 2 | 1278 | 2556 | \$ 2,000,000.00 |
| 11/26/2019 | 2 | 1335 | 2670 | \$ 2,000,000.00 |
| 12/23/2019 | 3 | 1362 | 4086 | \$ 3,000,000.00 |
| 5/12/2020 | 1 | 1503 | 1503 | \$ 999,500.00 |
| Totals | | | 35440.25 | \$ 56,237,450.00 |
| Commercial Paper | | | | |
| 4/11/2016 | 2 | 11 | 22 | \$ 1,991,750.00 |
| 6/3/2016 | 1.5 | 64 | 96 | \$ 1,494,866.67 |
| 6/7/2016 | 1.25 | 68 | 85 | \$ 1,244,181.25 |
| 6/10/2016 | 3 | 71 | 213 | \$ 2,984,756.67 |
| 6/16/2016 | 3 | 77 | 231 | \$ 2,993,400.00 |
| 6/21/2016 | 4 | 82 | 328 | \$ 3,985,237.78 |
| Totals | | | 975 | \$ 14,694,192.37 |
| CD's | | | | |
| 4/8/2016 | 0.25 | 8 | 2 | \$ 248,000.00 |
| 5/6/2016 | 0.25 | 36 | 9 | \$ 248,000.00 |
| 5/12/2016 | 0.25 | 42 | 10.5 | \$ 248,000.00 |
| 5/13/2016 | 0.25 | 43 | 10.75 | \$ 248,000.00 |
| 5/16/2016 | 0.25 | 46 | 11.5 | \$ 248,000.00 |
| 8/22/2016 | 0.25 | 144 | 36 | \$ 248,000.00 |
| 9/23/2016 | 0.25 | 176 | 44 | \$ 248,000.00 |
| 9/23/2016 | 0.25 | 176 | 44 | \$ 248,000.00 |
| 9/29/2016 | 0.25 | 182 | 45.5 | \$ 248,000.00 |
| 9/30/2016 | 0.25 | 183 | 45.75 | \$ 248,000.00 |
| 9/30/2016 | 0.25 | 183 | 45.75 | \$ 248,000.00 |

Note: This does NOT include MUFG UB El Dorado Savings Accts

**Inyo County Treasury
Weighted Average Maturity**

| | | | | | |
|------------|------|-----|--------|----|------------|
| 9/30/2016 | 0.25 | 183 | 45.75 | \$ | 248,000.00 |
| 11/18/2016 | 0.25 | 232 | 58 | \$ | 249,000.00 |
| 12/16/2016 | 0.25 | 260 | 65 | \$ | 240,000.00 |
| 12/23/2016 | 0.25 | 267 | 66.75 | \$ | 240,000.00 |
| 12/30/2016 | 0.25 | 274 | 68.5 | \$ | 240,000.00 |
| 1/13/2017 | 0.25 | 288 | 72 | \$ | 248,000.00 |
| 1/20/2017 | 0.25 | 295 | 73.75 | \$ | 248,000.00 |
| 1/20/2017 | 0.25 | 295 | 73.75 | \$ | 248,000.00 |
| 1/20/2017 | 0.25 | 295 | 73.75 | \$ | 248,000.00 |
| 1/20/2017 | 0.25 | 295 | 73.75 | \$ | 248,000.00 |
| 1/23/2017 | 0.25 | 298 | 74.5 | \$ | 248,000.00 |
| 1/30/2017 | 0.25 | 305 | 76.25 | \$ | 248,000.00 |
| 1/30/2017 | 0.25 | 305 | 76.25 | \$ | 248,000.00 |
| 2/10/2017 | 0.25 | 316 | 79 | \$ | 248,000.00 |
| 2/10/2017 | 0.25 | 316 | 79 | \$ | 248,000.00 |
| 2/13/2017 | 0.25 | 319 | 79.75 | \$ | 248,000.00 |
| 2/17/2017 | 0.25 | 323 | 80.75 | \$ | 248,000.00 |
| 2/21/2017 | 0.25 | 327 | 81.75 | \$ | 248,000.00 |
| 2/21/2017 | 0.25 | 327 | 81.75 | \$ | 248,000.00 |
| 3/16/2017 | 0.25 | 350 | 87.5 | \$ | 240,000.00 |
| 3/17/2017 | 0.25 | 351 | 87.75 | \$ | 240,000.00 |
| 3/21/2017 | 0.25 | 355 | 88.75 | \$ | 240,000.00 |
| 3/22/2017 | 0.25 | 356 | 89 | \$ | 240,000.00 |
| 3/22/2017 | 0.25 | 356 | 89 | \$ | 240,000.00 |
| 3/23/2017 | 0.25 | 357 | 89.25 | \$ | 248,000.00 |
| 3/24/2017 | 0.25 | 358 | 89.5 | \$ | 248,000.00 |
| 3/30/2017 | 0.25 | 364 | 91 | \$ | 248,000.00 |
| 3/30/2017 | 0.25 | 364 | 91 | \$ | 240,000.00 |
| 4/17/2017 | 0.25 | 382 | 95.5 | \$ | 248,000.00 |
| 5/19/2017 | 0.25 | 414 | 103.5 | \$ | 248,000.00 |
| 5/24/2017 | 0.25 | 419 | 104.75 | \$ | 249,000.00 |
| 5/30/2017 | 0.25 | 425 | 106.25 | \$ | 248,000.00 |
| 5/30/2017 | 0.25 | 425 | 106.25 | \$ | 248,000.00 |
| 7/20/2017 | 0.25 | 476 | 119 | \$ | 248,000.00 |
| 7/31/2017 | 0.25 | 487 | 121.75 | \$ | 248,000.00 |
| 11/22/2017 | 0.25 | 601 | 150.25 | \$ | 248,000.00 |
| 1/16/2018 | 0.25 | 656 | 164 | \$ | 248,000.00 |
| 1/22/2018 | 0.25 | 662 | 165.5 | \$ | 248,000.00 |
| 1/22/2018 | 0.25 | 662 | 165.5 | \$ | 248,000.00 |
| 3/26/2018 | 0.25 | 725 | 181.25 | \$ | 251,812.86 |
| 4/23/2018 | 0.25 | 753 | 188.25 | \$ | 250,000.00 |
| 4/27/2018 | 0.25 | 757 | 189.25 | \$ | 250,000.00 |
| 4/30/2018 | 0.25 | 760 | 190 | \$ | 250,000.00 |
| 5/4/2018 | 0.25 | 764 | 191 | \$ | 250,000.00 |
| 5/14/2018 | 0.2 | 774 | 154.8 | \$ | 200,000.00 |
| 5/30/2018 | 0.25 | 790 | 197.5 | \$ | 248,000.00 |
| 7/9/2018 | 0.25 | 830 | 207.5 | \$ | 248,000.00 |
| 7/9/2018 | 0.25 | 830 | 207.5 | \$ | 248,000.00 |
| 7/30/2018 | 0.25 | 851 | 212.75 | \$ | 248,000.00 |
| 8/31/2018 | 0.25 | 883 | 220.75 | \$ | 248,000.00 |

Note: This does NOT include MUFG UB El Dorado Savings Accts

**Inyo County Treasury
Weighted Average Maturity**

| | | | | | |
|---------------|------|------|----------------|-----------|----------------------|
| 11/30/2018 | 0.25 | 974 | 243.5 | \$ | 248,000.00 |
| 12/10/2018 | 0.25 | 984 | 246 | \$ | 248,000.00 |
| 12/21/2018 | 0.25 | 995 | 248.75 | \$ | 248,000.00 |
| 12/24/2018 | 0.25 | 998 | 249.5 | \$ | 245,000.00 |
| 2/12/2019 | 0.25 | 1048 | 262 | \$ | 248,000.00 |
| 2/19/2019 | 0.25 | 1055 | 263.75 | \$ | 248,000.00 |
| 2/25/2019 | 0.25 | 1061 | 265.25 | \$ | 248,000.00 |
| 2/28/2019 | 0.25 | 1064 | 266 | \$ | 248,000.00 |
| 2/28/2019 | 0.25 | 1064 | 266 | \$ | 248,000.00 |
| 3/29/2019 | 0.25 | 1093 | 273.25 | \$ | 245,000.00 |
| 5/28/2019 | 0.25 | 1153 | 288.25 | \$ | 248,000.00 |
| 6/3/2019 | 0.25 | 1159 | 289.75 | \$ | 248,000.00 |
| 6/4/2019 | 0.25 | 1160 | 290 | \$ | 248,000.00 |
| 6/24/2019 | 0.25 | 1180 | 295 | \$ | 248,000.00 |
| 8/19/2019 | 0.25 | 1236 | 309 | \$ | 248,000.00 |
| 8/23/2019 | 0.25 | 1240 | 310 | \$ | 248,000.00 |
| 11/25/2019 | 0.25 | 1334 | 333.5 | \$ | 248,000.00 |
| 12/9/2019 | 0.25 | 1348 | 337 | \$ | 245,000.00 |
| 1/21/2020 | 0.25 | 1391 | 347.75 | \$ | 245,000.00 |
| 2/5/2020 | 0.25 | 1406 | 351.5 | \$ | 245,000.00 |
| 2/28/2020 | 0.25 | 1429 | 357.25 | \$ | 248,000.00 |
| 4/24/2020 | 0.25 | 1485 | 371.25 | \$ | 248,000.00 |
| 4/30/2020 | 0.25 | 1491 | 372.75 | \$ | 250,000.00 |
| 5/6/2020 | 0.25 | 1497 | 374.25 | \$ | 248,000.00 |
| 5/7/2020 | 0.25 | 1498 | 374.5 | \$ | 245,000.00 |
| 5/29/2020 | 0.25 | 1520 | 380 | \$ | 245,000.00 |
| 6/17/2020 | 0.25 | 1539 | 384.75 | \$ | 248,000.00 |
| 6/30/2020 | 0.25 | 1552 | 388 | \$ | 248,000.00 |
| 6/30/2020 | 0.25 | 1552 | 388 | \$ | 245,000.00 |
| 7/1/2020 | 0.25 | 1553 | 388.25 | \$ | 248,000.00 |
| 7/15/2020 | 0.25 | 1567 | 391.75 | \$ | 248,000.00 |
| 7/29/2020 | 0.25 | 1581 | 395.25 | \$ | 245,000.00 |
| 7/29/2020 | 0.25 | 1581 | 395.25 | \$ | 245,000.00 |
| 8/12/2020 | 0.25 | 1595 | 398.75 | \$ | 248,000.00 |
| 8/17/2020 | 0.25 | 1600 | 400 | \$ | 248,000.00 |
| 8/19/2020 | 0.25 | 1602 | 400.5 | \$ | 248,000.00 |
| 8/28/2020 | 0.25 | 1611 | 402.75 | \$ | 248,000.00 |
| 8/28/2020 | 0.25 | 1611 | 402.75 | \$ | 248,000.00 |
| 9/4/2020 | 0.25 | 1618 | 404.5 | \$ | 248,000.00 |
| 9/16/2020 | 0.25 | 1630 | 407.5 | \$ | 248,000.00 |
| 11/12/2020 | 0.25 | 1687 | 421.75 | \$ | 248,000.00 |
| 12/9/2020 | 0.25 | 1714 | 428.5 | \$ | 248,000.00 |
| 12/18/2020 | 0.25 | 1723 | 430.75 | \$ | 245,000.00 |
| 12/31/2020 | 0.25 | 1736 | 434 | \$ | 245,000.00 |
| 1/15/2021 | 0.25 | 1751 | 437.75 | \$ | 245,000.00 |
| 2/17/2021 | 0.25 | 1784 | 446 | \$ | 248,000.00 |
| Totals | | | 4259.25 | \$ | 26,392,812.86 |

Note: This does NOT include MUFG UB El Dorado Savings Accts

**Inyo County Treasury
Weighted Average Maturity**

| | | | | |
|-----------------------------|-------|------|-----------------|--------------------------|
| Corporate Obligation | | | | |
| 5/6/2019 | 1.6 | 1131 | 1809.6 | \$ 1,610,880.00 |
| 2/19/2021 | 1 | 1786 | 1786 | \$ 1,003,600.00 |
| Totals | | | 3595.6 | \$ 2,614,480.00 |
| Treasury Loans | | | | |
| 2015-01 | 0.15 | 1460 | 219 | \$ 151,348.42 |
| 2015-02 | 0.035 | 1124 | 39.34 | \$ 35,109.21 |
| 2015-03 | 0.04 | 1155 | 46.2 | \$ 43,886.51 |
| 2014-03 | 0.38 | 1551 | 589.38 | \$ 380,183.05 |
| Totals | | | 893.92 | \$ 610,527.19 |
| LAIF | | | | |
| 3/31/2016 | 7.5 | 1 | 7.5 | \$ 7,500,000.00 |
| UBS | | | | |
| 9/30/2016 | 1 | 1 | 1 | \$ 1,000,000.00 |
| GRAND TOTAL: | | | 45172.52 | \$ 109,049,462.42 |

414 Days* Weighted Average Maturity

As of: March 31, 2016

*Days are determined at a per million rate.

Note: This does NOT include MUFG UB El Dorado Savings Accts

cc: TTC
And
CAO
4/16/16

County of Inyo
PARS OPEB Trust Program

Monthly Account Report for the Period
2/01/2016 to 2/29/2016

Kevin Carunchio
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

| Source | Beginning Balance as of 2/01/2016 | Contributions | Earnings | Expenses* | Distributions | Transfers | Ending Balance as of 2/29/2016 |
|---------------|---|---------------|----------------------|-------------------|---------------|---------------|--------------------------------------|
| Contributions | \$5,184,976.65 | \$0.00 | (\$31,550.57) | \$2,398.74 | \$0.00 | \$0.00 | \$5,151,027.34 |
| Totals | \$5,184,976.65 | \$0.00 | (\$31,550.57) | \$2,398.74 | \$0.00 | \$0.00 | \$5,151,027.34 |

Investment Selection

Moderate HighMark PLUS

Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

| 1-Month | 3-Month | 1-Year | Annualized Return | | | Plan's Inception Date |
|---------|---------|--------|-------------------|---------|----------|-----------------------|
| | | | 3-Years | 5-Years | 10-Years | |
| -0.61% | -5.10% | -5.87% | 3.75% | 4.78% | - | 6/16/2010 |

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value
Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

*Expenses are Inclusive of Trust Administration, Trustee and Investment Management fees