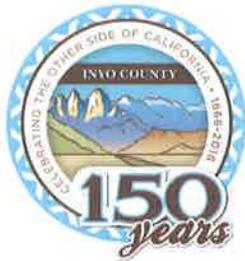


Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

December 13, 2016

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – Existing Litigation** – (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *TANYA SOLESBEE, v. COUNTY OF INYO, et al.*, United States District Court Eastern District of California Case No. 1:13-CV-01548 AWIJLT
3. **CONFERENCE WITH LEGAL COUNSEL – Existing Litigation** – (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *MELISSA M. NEYLON AND SHAWN P. NEYLON V. COUNTY OF INYO, INYO COUNTY SHERIFF'S OFFICE, BILL LUTZE, DOUGLAS RICHARDS, and DOES 1 to 50*, United States District Court Eastern District of California Case No. 1:16-CV-00712-AWI-JLT
4. **CONFERENCE WITH LEGAL COUNSEL – Existing Litigation** – (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *JULIA LANGLEY, v. COUNTY OF INYO, et al.*, United States District Court Eastern District of California Case No. 1:16-CV-01133-DAD-JLT
5. **CONFERENCE WITH LEGAL COUNSEL – Existing Litigation** – (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *PROMINENT SYSTEMS, INC., a California Corporation, v. EASTERN SIERRA ENGINEERING, P.C., a Nevada Corporation; COUNTY OF INYO, a political subdivision of the State of California*, Superior Court of the State of California for the County of Kern Case No. S-1500-CV-279959-DRL
6. **CONFERENCE WITH LEGAL COUNSEL – Existing Litigation** – (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *CRYSTAL ALLEN, an individual v. COUNTY OF INYO, et al. a governmental entity; and DOES 1-50*, Inyo County Superior Court Case No. SICVCV13-54820
7. **CONFERENCE WITH LEGAL COUNSEL – Existing Litigation** – Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *BISHOP PAIUTE TRIBE v. INYO COUNTY; WILLIAM LUTZE, INYO COUNTY SHERIFF; THOMAS HARDY, INYO COUNTY DISTRICT ATTORNEY*; United States District Court Eastern District of California Court Case No. 1:15-CV-00367-JLT
8. **CONFERENCE WITH LEGAL COUNSEL – Existing Litigation** – (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *PATRICK MCLERNON V. COUNTY OF INYO, WILLIAM KANAYAN AS AN INDIVIDUAL, AND DBA WILLIAM KANAYAN CONSTRUCTION, and Does 1 to 25, inclusive*; Inyo County Superior Court Case No. SICVCV 1558147
9. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee Organizations: 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, Senior Deputy County Administrator Brandon Shults, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

10. **PUBLIC EMPLOYMENT.** (Government Code Section 54957). Title: Planning Director
11. **PUBLIC EMPLOYMENT.** (Government Code Section 54957). Title: Child Support Director.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

12. **REPORT ON CLOSED SESSION**
13. **PUBLIC COMMENT**
14. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
15. **PRESENTATION** – CAO Carunchio will announce the winners of the Fourth Annual Inyo County Offices Holiday Door Decoration Contest.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

16. **Personnel** – Request Board designate Friday, December 22, 2017 as the Christmas Eve Holiday and Friday, December 29, 2017 as the New Year's Eve Holiday for the County of Inyo.
17. **Risk Management** – Request Board approve Contract Amendment No. 5 between the County of Inyo and John D. Kirby A.P.C. for the provision of Civil Litigation Attorney Services, extending the term of the agreement to June 30, 2017 and increasing the contract limit by \$25,000 to an amount not to exceed \$237,000, and authorize the Chairperson to sign.

PLANNING

18. Request Board authorize the Chairperson to sign an extension of the Memorandum of Understanding with the U.S. Forest Service regarding the Inyo National Forest Plan Update/Revision.

SHERIFF'S DEPARTMENT

19. Request Board declare Pro Force Law Enforcement of Prescott, Ariz. as the sole-source provider and approve the purchase of Tasers, holsters, training cartridges, and battery packs in the amount of \$15,378.18, including handling and sales tax.

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

20. **HEALTH AND HUMAN SERVICES – Misc.** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of non-General Fund Social Services and Mental Health funding for an Administrative Analyst II position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of either an Administrative Analyst I at Range 68 (\$4,188-\$5,088) or II at Range 70 (\$4,391-\$5,341), dependent upon qualifications.
21. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Integrated Caseworker I or II position exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and

C) approve the hiring in our Lone Pine office of one Integrated Case Worker I at Range 60 (\$3,471 - \$4,216) or Integrated Case Worker II at Range 64 (\$3,810 - \$4,630), dependent on qualifications.

22. **PROBATION** – Request Board ratify, approve, and sign the contract between the County of Inyo and Inyo County Superintendent of Schools for an Extended Day Program for the period of July 1, 2016 to June 30, 2017 in an amount not to exceed \$21,227, and authorize the Chairperson to sign, contingent upon receipts of forecasted Fiscal Year 2016-2017 Vehicle License Fee revenue from the California State Controller's Office.
23. **PROBATION** – Request Board ratify, approve, and sign the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2016 to June 30, 2017 in an amount not to exceed \$31,840, and authorize the Chairperson to sign, contingent upon receipts of forecasted Fiscal Year 2016-2017 Vehicle License Fee revenue from the California State Controller's Office.
24. **PLANNING** – Request Board appoint two (2) Supervisors to serve on each Tribal Consultation Committee and review the draft letter to be sent to each area Tribe inviting the Tribe to consult with the County concerning implementation of the Tribal Consultation Policy and the potential development of a Memorandum of Understanding unique to each Tribe, and authorize the Chair to sign the letters.
25. **PLANNING** – Request Board review draft correspondence to the Rural County Representatives of California, Assemblyman Devon Mathis and Senator Tom Berryhill regarding the Pine Creek Village/Rovana Wastewater Treatment Plant petition being considered before the State Water Resources Control Board, provide input, and authorize the Chairperson to sign.
26. **PLANNING** – Request Board: A) receive a presentation on the status of Rural Desert Southwest Brownfields Coalition activities; B) review, provide comment, and approve related community activities and a Fiscal Year 2017 draft U.S. Environmental Protection Agency Brownfields Assessment Grant Application; and C) authorize the Chairperson to sign a draft Letter of Commitment for the grant application.
27. **PLANNING** – Request Board receive a presentation regarding the 2017 Community Development Block Grant application and provide comments and direction.
28. **PLANNING** – Request Board receive a presentation from staff regarding options for allowing short-term vacation rentals in Residential Zones and provide input and direction on the future of this use.
29. **COUNTY ADMINISTRATOR – Recycling and Waste Management** – Request Board receive an update on recent developments with recycling processing operations in Inyo County.
30. **CHILD SUPPORT SERVICES** – Request Board receive a brief presentation on the Child Support Program.

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

- 11 a.m. 31. **PLANNING** – Request Board conduct a public hearing and enact Ordinance No. 1204, titled, “An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 65858(a) Extending Interim Ordinance No. 1200 – An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 65858(a) Prohibiting New Non-groundwater-Neutral Agricultural Uses and Declaring the Urgency Thereof.”
- 1:30 p.m. 32. **COUNTY ADMINISTRATOR** – Request Board review draft correspondence to the City of Los Angeles Board of Water and Power Commissioners providing input regarding policy changes to business leases and business permits located in Inyo County being proposed by Los Angeles Department of Water and Power staff, make any modifications to the letter your Board deems desirable, and authorize the Chairperson to sign.

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

33. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS



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 Carunchio, County Administrator

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Christmas Eve and New Year's Eve holidays 2017

DEPARTMENTAL RECOMMENDATION:

Request Board designate Friday, December 22, 2017 as the Christmas Eve Holiday and Friday December 29, 2017 as the New Year's Eve Holiday for the County of Inyo.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Based on the language in the Personnel Rules and Regulations, if a holiday falls on a Sunday, the County recognizes the following Monday as the holiday. Since Monday is actually Christmas Day and New Year's Day in December 2017, we are recommending that your Board change the Eve holidays to the Friday, December 22, 2017 and December 29, 2017.

ALTERNATIVES:

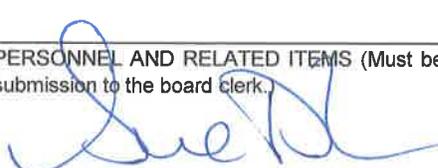
OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date: 12/2/16

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

Date: 12/2/16

by Sue D.



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: Administration, Risk Management

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Approval of Contract Amendment #5 between the County of Inyo and John D. Kirby, A.P.C. – Civil Litigation Services

DEPARTMENTAL RECOMMENDATION:

Request Board approve Contract Amendment #5 between the County of Inyo and John D. Kirby A.P.C., for the provision of Civil Litigation Attorney Services, to extend the term of the Agreement to June 30, 2017, and to increase the contract limit by \$25,000 to an amount not to exceed \$237,000, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Your Board previously approved the Contract for Legal Services – Civil Litigation Attorney Services, and Amendments 1, 2, 3, and 4 to the Contract for Legal Services – Civil Litigation Attorney Services, for John D. Kirby, A.P.C., for the period of July 1, 2015 through December 31, 2016 (as amended). Due to court hearing and trial continuances in the Prominent matter and the yet to be scheduled oral argument before the 9th Circuit in the Bishop Paiute Tribe matter, it is recommended that your Board extend the term of the Contract to June 30, 2017 and approve an increase of \$25,000 in the contract limit.

ALTERNATIVES:

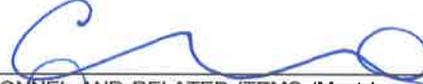
The County could decline to approve Contract Amendment #5 with John D. Kirby, A.P.C. This is not recommended due to Mr. Kirby's expertise in the complex litigation involving the Bishop Paiute Tribe and Prominent cases. Mr. Kirby has prepared motions and appeal briefs in both of these matters and is prepared to argue these matters before the Courts when each comes before its respective Court. There would be significant costs to the County to have new counsel prepare for and argue these matters. If the hearings are successful, the cases should be dismissed.

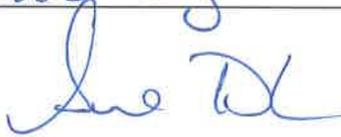
OTHER AGENCY INVOLVEMENT:

FINANCING:

The funds for this Contract are paid out of the County Liability Budget Unit 500903.

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>12/2/16</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>12/5/2016</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>12/2/16</u>

DEPARTMENT HEAD SIGNATURE: Kevin Carunchig by Date: 12/2/16
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)


**AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and JOHN D. KIRBY, A.P.C., of San Diego, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2015, on County of Inyo Standard Contract No. 123, for the term from July 1, 2015 to December 31, 2016 (as amended).

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

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

County and Contractor hereby amend such Agreement as follows:

2. TERM.

The term of this Agreement shall be from July 1, 2015 to June 30, 2017, unless sooner terminated.

3. CONSIDERATON

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$237,000 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services of work performed, including travel or per diem, which is in excess of the contract limit.

Attachment B (Schedule of Fees) remains current through June 30, 2017.

The effective date of this Amendment to the Agreement is December 14, 2016.
All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS

___ DAY OF _____, _____.

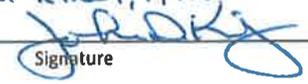
COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

JOHN D. KIRBY, A PROFESSIONAL CORP.

By: 
Signature

JOHN D KIRBY, PRESIDENT
Type or Print

Dated: DECEMBER 2, 2016

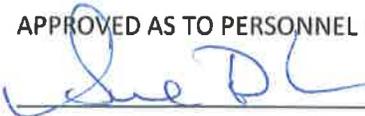
APPROVED AS TO FORM AND LEGALITY


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
 18

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: Authorize the Chair to sign an extension to the Memorandum of Understanding with the U.S. Forest Service regarding the Inyo National Forest Plan Update/Revision.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating the INF Plan.¹ Between 2012 and 2014, the County and Forest Service staff developed a Memorandum of Understanding (MOU) to guide coordination between the entities in developing the Revised Plan. The MOU expires on December 31, 2016, and it is necessary to extend to continue the County's cooperating agency status with the Forest Service regarding the Plan Update/Revision. The partnership developed through the MOU has been instrumental in guiding the County's participation in the Plan Update/Revision process, and staff recommends that it be extended to best influence development of the Revised Plan.

ALTERNATIVES: The Board may not extend the MOU. This is not recommended as the MOU specifically defines coordination activities between the County and the Forest Service and the County's cooperating agency status in developing the Revised Forest Plan.

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

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

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

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: 12/7/16

Attachment – Modification of Grant or Agreement Form



MODIFICATION OF GRANT OR AGREEMENT	PAGE	OF PAGES
	1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 14-MU-11050400-027	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 001
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Inyo National Forest, 351 Pacu Lane Suite 200 Bishop, CA 93514	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Leeann Murphy, 351 Pacu Lane, Ste 200, Bishop, CA 93514	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Josh Hart, PO Drawer L, 168 N. Edwards St. Independence, CA 93526	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: December 31, 2018
<input type="checkbox"/>	CHANGE IN FUNDING:
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
 This modification extends expiration from December 31, 2016 to December 31, 2018

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. INYO COUNTY SIGNATURE (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): JEFF GRIFFITHS		11.F. NAME (type or print): EDWARD E. ARMENTA	
11.G. TITLE (type or print): Inyo County Board of Supervisors		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: AARON S. STOUT U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 11/18/2016
---	--



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

19

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **December 13, 2016**

SUBJECT: Declare Pro Force Law Enforcement as sole source and approve issuance of Purchase Order for the purchase of Tasers, holsters, training cartridges and batteries.

DEPARTMENTAL RECOMMENDATION:

Request the Board:

- A. Declare Pro Force Law Enforcement of Prescott, AZ as the Sole Source Provider and approve the purchase of Tasers, holsters, training cartridges and battery packs in the amount of \$15,378.18, including handling & sales tax.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff's Department is requesting the purchase of 10 new tasers, holsters, extended performance power mags (high capacity battery packs) and training cartridges to be used by Sheriff Office Personnel. These items are standard issue equipment for Sheriff's Personnel and an essential part of our operation and training.

ALTERNATIVES:

None

OTHER AGENCY INVOLVEMENT:

Auditor's office
Purchasing

FINANCING:

This purchase is included in the 2016-2017 Board approved budget 022700 Sheriff General and will be paid from Object Code 5313, Law Enforcement Special. This expense is eligible to be reimbursed from COPS monies.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date: <u>11/29/2016</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: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) William Lutz, by Jais L Odum Date: 11/29/16

PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301
 Tel: (928) 776-7192 Fax: (928) 445-3468
 sales@proforceonline.com www.proforceonline.com
 FFL # 9-86-025-01-4G-00508

P R I C E Q U O T E	QUOTE#	PAGE
	333363	1
	SHIP DATE	
		A.S.A.P.

SOLD
TO

INYO COUNTY PURCHASING
 SHERIFF'S DEPT
 PO BOX S
 INDEPENDENCE CA 93526

SHIP
TO

INYO COUNTY SHERIFF'S OFFICE
 DEPUTY MARK SMITH
 550 S CLAY ST
 INDEPENDENCE CA 93526

760-878-0389

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	11/02/16	000143	A	GREGG MCCLUNG	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
10	11002 TSR X26P BLK CLASS III LASER	931.4500	EA .00	9,314.50
5	11504 TSR HLST X26P BLACKHAWK LH	55.1100	EA .00	275.55
5	11501 TSR HLST X26P BLACKHAWK RH	55.1100	EA .00	275.55
10	11010-TSR TSR X26P XPPM EXTENDED PERFORMANCE POWER MAG	65.7200	EA .00	657.20
130	44203 TSR CART M26/X26 25FT XP	28.2600	EA .00	3,673.80

This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.
 ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to sales@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.
 Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items
 PLEASE READ ATTACHED:

	COMMENT		
	TERMS		

PROFORCE LAW ENFORCEMENT

3009 North Highway 89
Tel: (928) 776-7192
sales@proforceonline.com
FFL # 9-86-025-01-4G-00508

Prescott, AZ 86301
Fax: (928) 445-3468
www.proforceonline.com

P R I C E Q U O T E	QUOTE#	PAGE
	333363	2
	SHIP DATE	
		A.S.A.P.

SOLD
TO

INYO COUNTY PURCHASING
SHERIFF'S DEPT
PO BOX S
INDEPENDENCE CA 93526

SHIP
TO

INYO COUNTY SHERIFF'S OFFICE
DEPUTY MARK SMITH
550 S CLAY ST
INDEPENDENCE CA 93526

760-878-0389

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	11/02/16	000143	A	GREGG MCCLUNG	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	<p>Please be aware that handling charges are not actual freight and are therefore subject to sales tax in California and Washington.</p> <p>IMPORTANT: To order from this quotation, please sign below, attach Purchase Order, and email to sales@proforceonline.com</p> <p>-</p> <p>Printed Name: _____</p> <p>-</p> <p>Date: _____ P.O.: _____</p> <p>-</p> <p>Signature: _____</p>			

<p>COMMENT FOR: MARK SMITH</p> <p>BY: KARI MARTIN</p> <p>TERMS DUE NET 30 DAYS</p>	SALES AMOUNT	14,196.60
	HANDLING	42.45
	8.000% SALES TAX	1,139.13
	SUB TOTAL	15,378.18

Rev 3/16/90



17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.taser.com

May 24, 2016

SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

This letter is to confirm TASER International is the sole source manufacturer and provider of the following TASER brand products:

- Electronic control devices (ECDs):
 1. TASER X2™ Models: 22002, and 22003.
 2. TASER X3® Models: 33209, and 33210.
 3. TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, 26549.
 4. TASER X3W™ Models: 33228, and 33229.
 5. TASER X26P Models: 11002 and 11003

- Optional Extended Warranties for ECDs:
 1. X2 ECD - 4-year extended warranty, item number 22014.
 2. X26 ECD - 1-year extended warranty, item number 26730.
 3. X26 ECD - 4-year extended warranty, item number 26744.
 4. X3 ECD - 1-year extended warranty, item number 33500.
 5. X3 ECD - 3-year extended warranty, item number 33501.
 6. X3W ECD - 1-year extended warranty, item number 33503
 7. X3W ECD - 2-year extended warranty, item number 33502
 8. X26P ECD – 4 year extended warranty, item number 11004

- TASER ECD cartridges compatible with the X26P, X26, M26™ and Shockwave™ ECDs (required for these ECDs to function in the probe deployment mode):
 1. 15-foot Model 34200.
 2. 21-foot Model 44200.
 3. 21-foot non-conductive Model 44205.
 4. 25-foot Model 44203.
 5. 35-foot Model 44206.

- TASER Smart cartridges compatible with the X2, X3, and X3W ECDs (required for these ECDs to function in the probe deployment mode):
 1. 15-foot Model 22150.
 2. 25-foot Model 22151.
 3. 35-foot Model 22152.
 4. Inert Simulator 25-foot Model 22155.
 5. 25-foot non-conductive Model 22157.

- TASER CAM™ recorder, Model 26830 (full video and audio with ability to disable audio).
 1. The TASER CAM can be downloaded by USB with the TASER CAM Download Kit, Model 26737.

- TASER CAM™ HD recorder, Model 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature), Model 26820.
 1. TASER CAM HD replacement battery, Model 26764.
 2. The TASER CAM HD can be downloaded by USB with the TASER CAM HD Download Kit, Model 26762.
 3. TASER CAM HD optional 4-year extended warranty, Item Number 26763.

- Power Modules for X26 ECD: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.

- Power Modules for X2 ECD: Performance Power Magazine (PPM) Model 22010; Tactical Performance Power Magazine (TPPM) Model 22012; and Automatic Shut-Down Power Magazine (APPM) Model 22011.
- Power Module for X3 and X3W ECDs: Enhanced Digital Power Magazine (EPM) Model 33203
- TASER Shockwave ECD, Models 90012, 90011, 90013, and 90010. The TASER Shockwave ECD runs off of a Shockwave Power Magazine (SPM), Model 90007.
- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- Blackhawk Serpa Model holsters Part # 22501 (Right Handed) and #22504 (left handed) for X2
- Blackhawk Serpa Model holsters Part# 11501 (Right Handed) and #11504 (left handed) for X26P
- TASER X2/X26P Download Data port kit Part #22013
- Power Modules for X26P ECD: Performance Power Magazines (PPM) Model 22010; Tactical Performance Power Magazines (TPPM) Model 22012; Extended Performance Power Magazines (XPPM) Model 11010. Automatic Shut-Down Power Magazine (APPM) Model 22011; and Extended Automatic Shut-Down Power Magazine (XAPPM) Model 11015

Smart™, TASER CAM™, X2™, X3W™, and X26™ are trademarks of TASER International, Inc., and TASER®, and X3® are registered trademarks of TASER International, Inc., registered in the U.S. © 2011 TASER International, Inc. All rights reserved.

AUTHORIZED SOLE TASER DISTRIBUTOR FOR TASER PRODUCTS for California:	SOLE AUTHORIZED Manufacturer of TASER BRAND PRODUCTS for California:
<p style="text-align: center;">PROFORCE 3009 N HWY 89 PRESCOTT, AZ 86301 Phone: 800-367-5855 Fax: 928-445-3468</p>	<p style="text-align: center;">TASER International, Inc. 17800 N. 85th Street Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>

Please contact us at 1-800-978-2737 with any questions.

Sincerely,



Jim Halsted
Vice President, LE Sales
TASER International, Inc.

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).
- 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.

See attached letter from vendor.

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

<p>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. This quote is for 10 Taser X-26 tasers with thigh holsters, batteries & power mags.. Total price is \$15,378.18 which includes tax and shipping. Proforce is a sole source provider for Taser International. Attached is a sole source letter from Taser International. This item was included in the 2016-2017 Board approved budget 022700 ob 5313, and we will be requesting COPS \$ revenue to offset this expense.</p>	
<p>DEPARTMENT CONTACT PERSON & TITLE Mark Smith/Janis Odum</p>	
<p>DEPARTMENT NAME Sheriff's</p>	<p>PHONE 878.0326</p>
<p>REQUESTED SUPPLIER/CONSULTANT NAME Proforce Law Enforcement</p>	<p>SUPPLIER CONTACT PERSON Gregg McClung</p>
<p>SUPPLIER ADDRESS 3009 N. Highway 89 Prescott, AZ 86301</p>	<p>SUPPLIER CONTACT'S PHONE NUMBER 661.886.0909</p>

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.



Signature of Requestor

 11/28/16
Date

President/CEO Approval

Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 20

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Request to hire an Administrative Analyst in Health and Human Services.

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of Social Services and Mental Health funding (no General Funds) for the position of Administrative Analyst II exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of either an Administrative Analyst I at Range 68 (\$4,188-\$5,088) or II at Range 70 (\$4,391-\$5,341), dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Administrative Analyst II in HHS recently became vacant as the employee accepted a promotional opportunity position within HHS. The Administrative Analyst position collects, monitors, and analyzes data for quality assurance and quality improvement purposes. The data includes areas such as access, timeliness of services, disparities, cultural competency, client satisfaction, federal program integrity, electronic billing and electronic health records. Data is monitored and analyzed to look for trends and outcomes. This position helps identify opportunities to expand data collection and data collection systems for continuous quality improvement. A primary focus is monitoring and analyzing both short term and long term outcomes for specialty populations such as inmates re-entering the community, to help ensure the Community Correction Partnership (CCP) leadership is making informed policy decisions. This position reports to our HHS Management Analyst to ensure that analysis and improvements are within the bigger HHS and County "picture".

The Department is respectfully requesting authorization to recruit and hire an Administrative Analyst I or II in HHS dependent upon qualifications.

ALTERNATIVES:

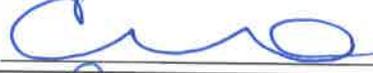
Your Board could choose not to authorize the hiring of the Administrative Analyst I or II position. This will limit our ability to develop our expertise in the area of evaluation and outcomes. This is a critical area as we need to ensure that efficiency and effectiveness is achieved in our use of public funds.

OTHER AGENCY INVOLVEMENT:

CA Department of Social Services, Probation, Community Corrections Partnership

FINANCING:

State, Federal, and Behavioral and Social Services Realignment funds. This position is currently budgeted 50% in the Social Services Budget (055800) and 50% in the Mental Health Budget (045200) in the Salary and Benefits object category. No County General Funds.

<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: <u>12/5/2016</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: <u>12/3/16</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 12-7-16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
21

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: December 13, 2016

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

DEPARTMENTAL RECOMMENDATION:

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

- A) the availability of funding for the requested position exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Integrated Case Worker I at Range 60 (\$3,471 - \$4,216) or Integrated Case Worker II at Range 64 (\$3,810 - \$4,630), dependent upon qualification, in our Lone Pine office.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

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

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

The Department is respectfully requesting authorization to hire an Integrated Case Worker I or II in the HHS

Social Services Eligibility and Employment division, in our Lone Pine office.

ALTERNATIVES:

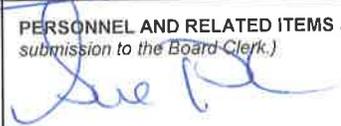
The Board could choose to not allow HHS to fill this vacancy, which would likely result in overtime requirements for current ICWs and the possibility of increased error rates and audit exceptions, especially as major changes and caseload increases due to health care reform continue to impact staff.

OTHER AGENCY INVOLVEMENT:

None

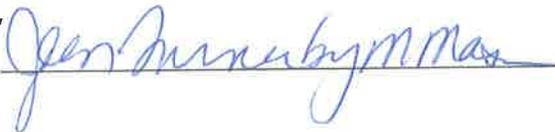
FINANCING:

Federal, State and Social Services Realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes. No County General funds.

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: <u>12/1/2016</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: <u>11/30/16</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 12-2-16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 22
--

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

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Inyo County Superintendent of Schools Contract FY 2016-17 for an Extended Day Program

DEPARTMENTAL RECOMMENDATION:

Request Board to ratify, approve and sign the contract between the County of Inyo and Inyo County Superintendent of Schools for an Extended Day Program for the period of July 1, 2016 to June 30, 2017 in an amount not to exceed \$21,227.00, and authorize the Chairperson to sign contingent upon receipts from the California State Controller's Office. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent upon receipts from the California State Controller's Office.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Board of State and Community Corrections (BSCC) formerly Corrections Standards Authority has approved Inyo County's fiscal year (FY) 2016-2017 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2016-2017 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 40% is provided to the Inyo County Superintendent of Schools for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program.

Funds from the Schiff-Cardenas Crime Prevention Act will assist the County Community School in providing an extended day for the students to include behavioral, vocational and social skills training.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from the Inyo County Superintendent of Schools regarding their extended day program. This information is used by the Probation Department to complete its annual reporting to BSCC.

ALTERNATIVES:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

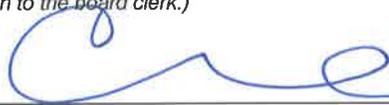
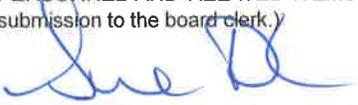
OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools.

FINANCING:

The Revenue and Expenditure has been budgeted in the Fiscal Year 2016-2017 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date 01/23/2016
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 9/26/2016
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date 11/23/16

DEPARTMENT HEAD SIGNATURE:  Date: 11/28/16
(Not to be signed until all approvals are received)

Attachment: Portions of Contract No. 116

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Extended Day Program services of Inyo County Office of Education of Independence, 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 Jeffrey L. Thomson or his designee, whose title is: Chief Probation Officer. 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, 2017 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 \$21,227.00 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	
Probation	Department
_____	Street
P. O. Box 1	
_____	City and State
Independence, CA 93526	

Contractor:	
Inyo County Office of Education	Name
_____	Street
P. O. Drawer G	
_____	City and State
Independence, CA 93526	

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.

////

////

ORIGINAL

AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: *Lisa Fontana*
Signature

Dated: _____

Lisa Fontana
Print or Type Name

Dated: 9-2-16

APPROVED AS TO FORM AND LEGALITY:

County Counsel
[Signature]

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND Inyo County Superintendent of Schools FOR THE PROVISION OF Extended Day Program SERVICES

TERM:

FROM: 07/01/16 TO: 06/30/17

SCOPE OF WORK:

In order to be in compliance with State mandated reporting requirements, all participants of the Inyo County Superintendent of Schools/Extended Day Program must be tracked and reported on a semester basis the following information:

- 1) the date the Student entered the Program
- 2) the date the Student completed the Program
- 3) the grade level of the Student when they entered into the Program
- 4) the Student's grade point average at the end of the first and second semesters
- 5) how many school days the Student was in the program
- 6) did the Student graduate
- 7) what school did the Student attend prior to enrolling at JKBS
- 8) if a Student attended both the 2015/2016 and 2016/2017 school years, what was the Student's ending grade point average for the 2016/2017 school year

The Inyo County Superintendent of Schools/Extended Day Program must submit reports containing the information listed above to the Inyo County Probation Department within thirty (30) days after the end of each semester.

Vocational Education—Extending the School Day

The Juvenile Justice Grant allows the school to extend its day from four hours to a seven hour program. The grant helps to fund a Vocational Education teacher to teach Culinary Arts. The teacher arrives at lunch time and begins the day by supervising lunch for the JKBS students, allowing the classroom teacher to take a lunch break. Two-hours of Culinary Arts follows lunch, one hour for the JKBS students and one hour for the Keith Bright Juvenile Court School students. The Culinary Arts class teaches students basic kitchen skills, meal planning and simple meal preparation. The students also have the opportunity to help with catering events that take place on campus, thus gaining skills that could help them in obtaining employment in the restaurant industry.

School Uniforms—Focusing on Academics

The students at JKBS are required to wear uniforms to school which are funded by the Juvenile Justice grant. The school provides the students with 2 polo shirts and 1 sweatshirt. The students are expected to wear the uniform every day, failure to do so can result in disciplinary action. The theory behind the uniforms is that it will help foster professional dress and grooming practices as well as pride in their appearance. While the students are opposed to the uniforms, as expected, our hope is this will serve as motivation to return to their regular comprehensive high school where an open dress policy exists. Recently, we have added a washer and dryer on-campus because we find

so many youth wearing the uniforms, jeans and tennis shoes which have not been washed in ages. Therefore, we teach students the process of washing their clothes

Closed Campus—Continuing Our Focus on Academics

JKBS is a closed campus. During previous school years there had been a problem with students using drugs/alcohol/tobacco during the school day. In order to eliminate this issue, students are not allowed to leave the grounds during the school day. Students are given a 30 minute break to eat their lunch which provides an additional 20 minutes per day of instruction (85 hours over the course of the year).

Drug Dogs—Insuring a Drug-free Campus

Beginning with the 2009/10 school year, Inyo County Superintendent of Schools, along with several other districts in the county, began contracting with Interquest to have drug sniffing dogs come to the school. JKBS has four random visits from the dogs, funded by the Juvenile Justice grant, throughout the school year. The students sit through a presentation about the dog program and are aware that they can visit campus at any time. The students are familiarized with the practices and procedures for a search. The students are put on notice that they can be effectively searched at any time and that JKBS does not tolerate drugs or alcohol on campus.

North Star Counseling Services

North Star Counseling Center offers low-cost counseling to students and families throughout Inyo County. A North Star counselor is on campus at JKBS one day a week to provide counseling to all students. Our students have a much higher success rate if counseling is incorporated into the school day, as opposed to relying on, often unreliable, parents/guardians to get them to appointments after school.

Breakfast and Lunch Program--- Insuring a Fed Brain

Many of the JKBS youth attend school without having breakfast. The Juvenile Justice grant provides food for breakfast every day--- hot oatmeal, and fruit juice. For those who are not able to bring a lunch (homeless or poverty stricken) we always keep a supply peanut butter and jelly sandwiches on-hand.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools FOR THE PROVISION OF
Extended Day Program SERVICES**

TERM:

FROM: 07/01/16 TO: 06/30/17

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of months during the contract period during which the Extended Day Program operated. The program shall have operated for six (6) months of the contract period for Contractor to qualify for the full/estimated annual Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00) fee. If the program does not operate for six (6) months during the contract period, Contractor shall reimburse County in proportion of the six (6) month period during which the Extended Day Program did not operate.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM **SERVICES**

TERM:

FROM: 7/1/16

TO: 6/30/17

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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

DATE
(MM/DD/YYYY)
6/8/2016

CERTIFICATE OF LIABILITY COVERAGE

COVERAGE PROVIDER: Self-Insured Schools of CA (SISC II) 2000 K Street Bakersfield CA 93301	NAMED COVERED MEMBER DISTRICT: SISC I & II Member Districts 2000 K Street Bakersfield, CA
--	---

THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES FOR THE EFFECTIVE COVERAGE DATES AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOCS IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOV'T CODE § 990 & 6500 ET SEQ.

CERTIFICATE NUMBER: 18

TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS
GENERAL LIABILITY	General Liability Employment Practices Educators' Legal Liability	SLP 7116 17	07/01/2016	07/01/2017	\$ 1,750,000
AUTOMOBILE LIABILITY	Automobile Liability (All Owned, Hired, Leased, and Borrowed)	SAP 7116 17 \$1,000 Deductible ACV COMP/COLL	07/01/2016	07/01/2017	\$ 1,750,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	E.L. Each Accident E.L. Disease – Ea. Employee E.L. Disease – Policy Limit	WC 7116 17	07/01/2016	07/01/2017	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
BLANKET BUILDINGS & PROPERTY	Blanket Buildings & Contents, Replacement Cost Rental Interruption, Actual Loss Sustained	SPP 7116 17 DEDUCTIBLE \$ 2,500	07/01/2016	07/01/2017	\$ 250,000

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

Description and Date(s) of Event/Operations/Locations/Vehicle (Additional remarks/schedule may be attached if more space is needed)

**This serves as basic proof of coverage. A few select districts have elected for higher property deductibles. Once a certificate is issued to naming an additional insured, the insured district's deductible option will be reflected on the issued evidence of property coverage form.

CERTIFICATE HOLDER: SISC I & II MEMBER DISTRICTS (See Attached List)	<p>Cancellation of Coverage: If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions.</p> <p>Issuer of this Certificate: SELF-INSURED SCHOOLS OF CA (SISC II) 2000 K STREET BAKERSFIELD CA 93301 PHONE (661) 636-4495 FAX (661) 636-4418 E-mail Address: sisc_pl@kern.org</p> <div style="text-align: right; margin-top: 20px;">  </div>
---	--



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Healthy Communities of Southern Inyo County Contract FY 2016-17 for Delinquency Prevention Program

DEPARTMENTAL RECOMMENDATION:

Request Board to ratify, approve and sign the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2016 to June 30, 2017 in an amount not to exceed \$31,840.00, and authorize the Chairperson to sign contingent upon receipts from the California State Controller's Office. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Board of State and Community Corrections (BSCC) formerly Corrections Standards Authority has approved Inyo County's fiscal year (FY) 2016-2017 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2016-2017 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools for an extended day program.

Healthy Communities provides constructive activities and programs of interest to all community youth, including those "at risk", that build self-esteem, good character and those that enhance job skills. Healthy Communities continues to find creative ways to keep youth from engaging in inappropriate behavior or illegal activities.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from Healthy Communities of Southern Inyo County regarding their delinquency prevention program. This information is used by the Probation Department to complete its annual reporting to BSCC.

ALTERNATIVES:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Healthy Communities of Southern Inyo County.

FINANCING:

The Revenue and Expenditure has been budgeted in the Fiscal Year 2016-2017 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

<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:  Date <u>01/22/2016</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 <u>9/26/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved:  Date <u>11/20/16</u>

DEPARTMENT HEAD SIGNATURE:  Date: 11/22/16
(Not to be signed until all approvals are received)

Attachment: Portions of Contract No. 116

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Delinquency Prevention services of Healthy Communities of Southern Inyo County of Lone Pine, 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 Jeffrey L. Thomson or his designee, whose title is: Chief Probation Officer. 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, 2017 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 \$31,840.00 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	
Probation	Department
_____	Street
P. O. Box 1	
_____	City and State
Independence, CA 93526	

Contractor:	
Healthy Communities of Southern Inyo Cnty.	Name
_____	Street
P. O. Box 627	
_____	City and State
Lone Pine, CA 93545-0627	

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.

////

////

ORIGINAL

AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By:  _____

Signature

Dated: _____

Print or Type Name

Dated 9-2-16

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
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE PROVISION OF
DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: 07/01/16 TO: 06/30/17

SCOPE OF WORK:

Healthy Communities of Southern Inyo County (“Contractor”) is to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program.

Monies received from the State Controller’s office fluctuate yearly due to the fact that monies distributed to the County are based off of Vehicle Licensing Fees collected during a twelve month period. The County realizes that the monies distributed to Healthy Communities may not fully fund a full-time Program Coordinator position and may be used for administrative overhead costs associated directly with Program activities. However, monies are to be used within a twelve (12) month period.

A Healthy Communities Program may include:

A Program Coordinator who creates and schedules Healthy Communities events, supervises program assistants and volunteers in carrying out Healthy Communities events, runs events in the absence of program assistants or volunteers; works with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; works to increase the number of youths served by Healthy Communities; establishes partnerships with other organizations having the same goals and work with them to better serve the community; maintains Healthy Communities program budget and coordinates program fund raising through donations, grants and other revenue generating activities; acts as liaison to other civic groups to keep them informed of upcoming Healthy Communities activities and coordinates publicity for events; reports to the Healthy Communities Board on all aspects of Healthy Communities programs; and, runs monthly Healthy Communities meetings and keeps meeting minutes.

Administrative overhead costs, such as supplies, utilities bills, etc. which are directly related to the business operation of the Healthy Communities Program.

ATTACHMENT A

**SCOPE OF WORK:
(CONTINUED)**

Distributions of JJCPA funds are *contingent* on the following reporting requirements as follows:

- 1) in order to be in compliance with State mandated reporting requirements, the following information, at a minimum, must be reported to the County by the Contractor:
 - a) Date of Event
 - b) Name of Event, using a consistent name or acronym throughout the reporting fiscal year (July through June)
 - c) Attendee's first and last name.
 - d) Attendee's age, listed in one (1) of three (3) categories: 0-9, 10-19, and 20 and older.

- 2) Healthy Communities is to report the information using an Microsoft Excel spreadsheet, spreadsheet is provided electronically, and each month's report is to be complete, meaning all events that occur in one month are to be included on one spreadsheet, no incomplete or partial months are to be reported.

- 3) It is *preferred* that Healthy Communities *report monthly*, due by the 15th of the following month; however, at the minimum quarterly, due by the 15th of the month following the quarter. The quarters are specified as:
 - a) Quarter 1 (July, August, September)
 - b) Quarter 2 (October, November, December)
 - c) Quarter 3 (January, February, March)
 - d) Quarter 4 (April, May, June)

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE PROVISION OF
DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: 07/01/16 TO: 06/30/17

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County may pay the Contractor on a quarterly basis for the performance of work and in accordance with the report information schedule as described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Thirty-one Thousand Eight Hundred Forty and No/100 Dollars (\$31,840.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

Contractor shall use the funding to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program including but not limited to funding a part-time Program Coordinator position and administrative overhead costs directly related to Program activities. Monies received in accordance with this contract shall be used within the twelve (12) months of the contract period for the Contractor to qualify for the full funding of the estimated Thirty-one Thousand Eight Hundred Forty and No/100 Dollars (\$31,840.00).

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES SERVICES

TERM:

FROM: 7/1/16 **TO:** 6/30/17

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2016

MLE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diane Corsaro's Insurance Agency, Inc License #0F89813 487 W. Line St., Ste E Bishop CA 93514		CONTACT NAME: Michelle Bennett PHONE (A/C, No, Ext): (760) 873-0045 FAX (A/C, No): (760) 873-0047 E-MAIL ADDRESS: michelle@dianecins.com	
INSURED Healthy Communities of Southern Inyo County P. O. Box 627 Lone Pine CA 93545		INSURER(S) AFFORDING COVERAGE INSURER A: Northfield Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: CL16101202436** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	WS258968	1/10/2016	1/10/2017	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 1,000,000	
								\$	
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$	
								AGGREGATE	\$
								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER	
								E.L. EACH ACCIDENT	\$
								E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County, its officers, officials, employees and volunteers are hereby covered as additional insureds with a waiver of subrogation, with respect to liability arising out of ownership, maintenance or use of the premises listed below by the insured.
Locations: Owens Valley School District, 202 South Clay St., Independence, CA; Lone Pine Unified School District, PO Box 159, Lone Pine, CA

CERTIFICATE HOLDER alembke@inyocounty.us Inyo County 785 N. Main St, Suite G Bishop, CA 93526	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Bennett/MBENN <i>Michelle Bennett</i>
--	---



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 24
--

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Appointment of representatives to Tribal Consultation Committees and consideration of a draft letter inviting each area Tribe to consult with the County concerning the implementation of the County's Tribal Consultation Policy and the potential development of a memorandum of understanding unique to each Tribe.

RECOMMENDATION: In accordance with the County's Tribal Consultation Policy ("Policy"), appoint two Supervisors to serve on each Tribal Consultation Committee and review the draft letter to be sent to each area Tribe inviting the Tribe to consult with the County concerning the implementation of the Policy and the potential development of a memorandum of understanding ("MOU") unique to each Tribe and authorize Chair to sign the letters.

SUMMARY DISCUSSION: On October 11, 2016 the Board adopted the Policy¹. The Policy establishes a consistent, efficient, and culturally suitable protocol for how the County will conduct Tribal/County intergovernmental consultation under existing State and local laws. The Policy applies to all County/Tribal consultations, but the policy also provides an opportunity for the County and each Tribe to develop a MOU that would provide for specific consultation procedures applicable to the Tribe and which could provide for intergovernmental consultation on topics beyond the topics where consultation is required by state law.

Pursuant to the Policy, each year, your Board is to designate two (2) of its members to serve as Consultation Committee representatives assigned to consult with an individual Tribe. Under the Policy, the County's stated preference is that each consulting Tribe appoint at least two members of its Tribal Counsel to serve as its Consultation Committee representatives; however, the Policy recognizes that each tribe may designate other Consultation Committee representatives.

Additionally, by letters dated December 8, 2016, the Inyo County Planning Department invited each Tribe to consult with the County concerning the implementation of the Policy and the potential development of a memorandum of understanding ("MOU") unique to each Tribe. Such an MOU may provide for intergovernmental consultation on Tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by state law, including but not limited to economic, environmental, cultural, social, and technological factors. It is requested that your Board authorize the Chairman of the Board to sign the attached draft letter which will be sent to each Tribe which expresses the Board's hope that each Tribe will accept the County's invitation to consult.

ALTERNATIVES: The Board may desire to defer the designation of members to serve on a specific consultation committee until after a Tribe has requested consultation. Also, your Board may recommend modifications to the draft letter or direct that the Board not send a letter at this time.

¹ <http://inyoplanning.org/projects/Tribal%20Consultation/InyoCountyTribalConsultationPolicy.htm>

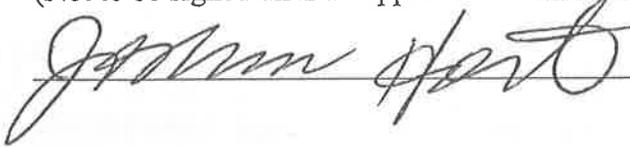
OTHER AGENCY INVOLVEMENT: Tribal governments, Native American Heritage Commission, and other agencies working with the County and local tribes.

FINANCING: General fund resources are being utilized to implement the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

<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: 12/7/16

Attachments:

Attachment A – Draft letter

December 13, 2016

RE: Invitation to Commence Consultation

Dear _____,

On December 8, 2016 the Inyo County Planning Department sent you the attached letter inviting your Tribe to consult with the County concerning the implementation of the County's Policy and Protocol for Tribal Consultation" ("Policy") and the potential development of a memorandum of understanding ("MOU") unique to your Tribe that would provide for specific consultation procedures applicable to your Tribe and which could provide for intergovernmental consultation on topics beyond the topics where consultation is required by state law.

The Board of Supervisors wants to express its hope that your Tribe will accept the County's invitation to consult concerning these important matters to your Tribe and to the County. Should your Tribe desire to consult with the County concerning the implementation of the Policy and/or the development of an MOU, please contact Cathreen Richards, of the Inyo County Planning Department, to schedule the commencement of consultation. Mrs. Richards can be reached at (760) 878-0447 or by email at Crichards@inyocounty.us. Should you have any questions, please contact Mrs. Richards.

The members of the Board of Supervisors, look forward to open, candid, meaningful, respectful, and constructive communication with your Tribe.

Thank you,

Jeff Griffiths
Chairman, Inyo County Board of Supervisors



Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
FAX: (760) 872-2712
E-Mail: inyoplanning@inyocounty.us

December 8, 2016

RE: Policy and Protocol for Tribal consultation

Esteemed Tribal Leader

On October 11, 2016 the Inyo County Board of Supervisors adopted the "Policy and Protocol for Tribal Consultation" (referred to here-after as the "Policy"), attached as Exhibit A. The Policy's goal is to better fulfill the State requirements of Senate Bill 18 and Assembly Bill 52. The Policy establishes a consistent, efficient, and culturally suitable protocol for how the County will conduct Tribal/County intergovernmental consultation.

In order to better serve individual Tribes of the area, Inyo County would like to invite each Tribe to consultation for the creation of a Memoranda of Understanding ("MOU") document unique to the individual Local Tribe and guiding consultation in a way consistent with the Policy and the individual Local Tribe interests. The MOU may provide for intergovernmental consultation on Tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by state law, including but not limited to economic, environmental, cultural, social, and technological factors.

Any MOU developed between the County and a Local Tribe shall:

1. Be consistent with applicable law and unless otherwise agreed by the Local Tribe and the County, be consistent with the Policy, although minor modifications to specific timing, noticing, and other procedural requirements may be considered as long as such modifications do not shorten the timing requirement or diminish the other procedural requirements of the Policy; and,
2. Identify the specific topics the Tribe and County mutually agree to discuss that are not already subject to state laws governing consultation. In addition to identifying the additional topics the Tribe and County wish to consult upon, the MOU will describe the timing of any Notices to be provided by or to the Tribe and County on specific topics, and the timing of the commencement of consultation following Notice; and,

3. Subject to confidentiality requirements, identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional topics that the County and Tribe wish to consult about (in addition to those matters subject to state laws governing consultation) are applicable.

This is a request to voluntarily create an MOU that may describe an intergovernmental consultation process between the local Tribe and County which assists the Policy by detailing consultation beyond which has been established. We appreciate your response to this request for bridging any gap that may exist between the adopted Policy and individual Tribal wishes for additional consultation requirements.

Please contact Cathreen Richards at your earliest convenience to schedule consultation or if you have any questions; (760) 878-0447 or email Crichards@inyocounty.us.

Thank you,

Joshua Hart, AICP
Planning Director

Cc: Board of Supervisors
County Administrative Office
County Counsel



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 25

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

FROM: Planning Department

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Pine Creek Village/Rovana Wastewater Treatment Plant

DEPARTMENTAL RECOMMENDATION: Review draft correspondence to the State Water Resources Control Board, the Rural County Representatives of California and to Assemblyman Devon Mathis and to State Senator Tom Berryhill regarding the Pine Creek Village/Rovana Wastewater Treatment Plant petition being considered before the State Water Resources Control Board, provide input, and authorize the Chair to sign.

SUMMARY DISCUSSION: The village of Rovana lies in northwestern Inyo County where Pine Creek emerges from the Sierra Nevada into Round Valley. The village originally was developed with structures that were relocated from the Pine Creek Mine further up the canyon, and currently includes 86 homes occupied by renters. Wastewater from the homes is processed at a privately owned Wastewater Treatment Plan (WTP) located southeasterly of the village on lands administered by the Bureau of Land Management (BLM).

On August 18, 2016, the State Water Resources Control Board (SWRCB) staff issued a decision requiring that the WTP operator be a Grade III or higher. The village owner estimates that the yearly cost of this requirement may be up to approximately \$200,000, resulting in up to \$200 per month in additional costs to each renter. On September 28, the village owner requested a final staff decision, which was rendered on October 27, affirming the previous decision.

The village owner believes that the majority of the tenants could not afford such a rent increase and would move out of the rental houses. Under such circumstances, the village owner's only viable option would be to cease the rental of the 86 houses since it would be unlikely that new tenants could be found who would be willing to pay the higher rental rates for the houses. With respect to the loss of 86 rental housing units, Table 8 on page 11 of the Housing Element of the Inyo County General Plan shows that there are 1,804 rental households in Inyo County. Therefore the loss of 86 rental units would remove approximately 5 percent of Inyo County's rental housing--a significant depletion in the County's moderately priced rental housing.

The village operator subsequently submitted the attached petition to SWRCB requesting that the SWRCB direct its staff to evaluate whether its regulations should be amended to allow small WTPs (such as the Rovana WTP) to be reclassified to allow less costly operators, or alternatively, use a provisional operator. Due to the expense of the regulations to smaller operators, it is suspected that many WTP operators across the State in rural areas may be impacted by implementation of the SWRCB regulations. The village operator and Supervisor Totheroh have requested the County's support of its petition, and that the County reach out to the Rural County Representatives of California (RCRC) and to the County's Assemblyman and State Senator to solicit their support. The attached draft correspondence has been prepared for this endeavor for the Board's consideration. Time is of the essence as the SWRCB since the SWRCB has sent a

letter to the village owner directing that any additional documentation in support of the Petition be submitted by January 2, 2017.

ALTERNATIVES: The Board may consider modifications to the correspondence, or not submitting the correspondence.

OTHER AGENCY INVOLVEMENT: Environmental Health Department; SWRCB, BLM, and potentially other permitting agencies, RCRC, Assemblyman Mathis and State Senator Berryhill.

FINANCING: General funds have been utilized for this workshop. Long-term financial effects to smaller wastewater treatment providers in the County could result from the SWRCB's actions.

<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: 12/7/16

Attachment – Draft Correspondence

December 13, 2016

Assemblyman Devon Mathis
26th Assembly District
State Capitol
Sacramento, CA 94249-0034

**Subject: Request for Support of Petition to the SWRCB for Review of a Final
Division Decision—Pine Creek Village-Rovana Housing WWTP**

Dear Assemblyman Mathis:

The Inyo County Board of Supervisors has sent the attached letter in support of a Petition to the State Water Resources Control Board (“SWRCB”) requesting consideration of amendment of Regulations pertaining to relatively small wastewater treatment plants. As stated in the Petition, the imposition of the current requirements that a Grade III Chief Plant Operator be retained to operate the Pine Creek Village-Rovana Wastewater Treatment Plant could result in the loss of a significant amount of moderately priced rental housing in Inyo County.

The County of Inyo respectfully requests that you send a letter to the SWRCB adding your support to the County’s position. The SWRCB has requested that any documentation in support of the Petition be submitted by January 2, 2017.

Thank you for your consideration of this matter.

Very truly yours,

Jeff Griffiths
Chairman, Inyo County Board of Supervisors

December 13, 2016

Senator Tom Berryhill
8th Senate District
State Capitol, Room 3076
Sacramento, CA 95814

Subject: Request for Support of Petition to the SWRCB for Review of a Final Division Decision—Pine Creek Village-Rovana Housing WWTP

Dear Senator Berryhill:

The Inyo County Board of Supervisors has sent the attached letter in support of a Petition to the State Water Resources Control Board (“SWRCB”) requesting consideration of amendment of Regulations pertaining to relatively small wastewater treatment plants. As stated in the Petition, the imposition of the current requirements that a Grade III Chief Plant Operator be retained to operate the Pine Creek Village-Rovana Wastewater Treatment Plant could result in the loss of a significant amount of moderately priced rental housing in Inyo County.

The County of Inyo respectfully requests that you send a letter to the SWRCB adding your support to the County’s position. The SWRCB has requested that any documentation in support of the Petition be submitted by January 2, 2017.

Thank you for your consideration of this matter.

Very truly yours,

Jeff Griffiths
Chairman, Inyo County Board of Supervisors

December 13, 2016

Ms. Felicia Marcus
Chair of the State Water Board
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100

**Subject: Petition for Review of a Final Division Decision—Pine Creek Village-
Rovana Housing WWTP**

Dear Ms. Marcus:

The Inyo County Board of Supervisors expresses its support for the requests made in the attached Petition requesting consideration of amendment of Regulations pertaining to relatively small wastewater treatment plants. As stated in the Petition, the imposition of the current requirements that a Grade III Chief Plant Operator be retained to operate the Pine Creek Village-Rovana Wastewater Treatment Plant could result in the loss of a significant amount of moderately priced rental housing in Inyo County.

Thank you for your consideration of this matter.

Very truly yours,

Jeff Griffiths
Chairman, Inyo County Board of Supervisors

cc: Mr. Michael A. B. Lauffer
 Chief Counsel
 State Water Resources Control Board
 P.O. Box 100
 Sacramento, CA 95812-0100

 Mr. Darrin Polhemus
 Deputy Director, Division of Financial Assistance
 State Water Resources Control Board
 P.O. Box 100
 Sacramento, CA 95812-0100

December 13, 2016

Mr. Greg Norton
President and CAO
Rural County Representatives of California (RCRC)
1215 K Street, Suite 1650
Sacramento, CA 95814

Subject: Request for Support of Petition to the SWRCB for Review of a Final Division Decision—Pine Creek Village-Rovana Housing WWTP

Dear Mr. Norton:

The Inyo County Board of Supervisors has sent the attached letter in support of a Petition to the State Water Resources Control Board (“SWRCB”) requesting consideration of amendment of Regulations pertaining to relatively small wastewater treatment plants. As stated in the Petition, the imposition of the current requirements that a Grade III Chief Plant Operator be retained to operate the Pine Creek Village-Rovana Wastewater Treatment Plant could result in the loss of a significant amount of moderately priced rental housing in Inyo County.

The County of Inyo respectfully requests that RCRC send a letter to the SWRCB adding your support to the County’s position and that RCRC take whatever additional action that it deems appropriate to support the requests in the Petition. The SWRCB has requested that any documentation in support of the Petition be submitted by January 2, 2017.

Thank you for your consideration of this matter. Please contact Kevin Carunchio, the Inyo County Administrative Officer at (760) 878-0292 if you have any questions or should you need additional information.

Very truly yours,

Jeff Griffiths
Chairman, Inyo County Board of Supervisors

Greg James)
1839 Shoshone Drive)
Bishop, California 93514)
Telephone: 760-873-8381)
Facsimile: 760-8738479)
gregjames@earthlink.net)
State Bar No. 55760)
)
Attorney for Petitioner)
_____)

**PETITION FOR REVIEW OF A
FINAL DIVISION DECISION--
PINE CREEK VILLAGE-ROVANA
HOUSING WWTP**

Introduction

By letter dated September 28, 2016, Petitioner requested a Final Division Decision (“FDD”) for reconsideration of the Wastewater Operator Certification Program’s Decision issued on August 18, 2016. On October 27, 2016, the Deputy Director of the Division of Financial Assistance, Mr. Darrin Polhemus, issued a FDD concerning the Pine Creek Village Rovana Housing WWTP (“Plant”). The FDD is attached. The FDD determined that, under section 3675(a) of the State Water Board Regulations, the Plant must be classified as a Class III WWTP and that under section 3680 of the Regulations, the Chief Plant Operator must be a Grade III or higher certified operator. The decision provides the Plant owner with 180 days from the date of the decision to “recruit, hire or contract” a Grade III or higher certified operator.

For the reasons set forth in this Petition, Petitioner requests the Board to direct its staff to present a report to the Board that reviews and evaluates whether section 3675 of the Regulations should be amended to allow small activated sludge wastewater treatment plants (such as the Plant) to be classified as a Class I or Class II WWTP, or alternatively, direct its staff to present a report to the Board that reviews and evaluates whether section 3680.2 of the Regulations should be amended to allow a small Class III activated sludge wastewater treatment plant to use a provisional operator if a request to use a provisional operator is approved by the Office of Operator Certification.

The Petitioner

The Petitioner is John Hooper. John Hooper is the Managing Member of the General Partner of Pine Creek Village, LP, the owner of the Plant. His address is P.O. Box 3389, Mammoth Lakes, California 93546. His telephone number is 760-934-8844 and his email address is jwh8844@gmail.com.

Statement of Reasons why the Final Division Decision is Erroneous, Inappropriate or Improper

The Plant is located in the community of Rovana, which is approximately 15 miles north of the town of Bishop, in the Round Valley area of northern Owens Valley in Inyo County. The Plant is situated immediately east of the Sierra Nevada Mountains. The Plant serves Pine Creek Village-Rovana Housing community ("Village") which is a disadvantaged, low income community composed solely of renters. The Village has 86 housing units and approximately 300 residents.

The Village was established in 1947 by a mining corporation as a company housing site for workers who worked at the Pine Creek tungsten mine which is located above the Village at high altitude in the Sierra Nevada Mountains. The mining corporation rented the homes in the Village to the miners. Most of the homes in the Village were moved from a previous housing site higher in Pine Creek Canyon due to the danger from heavy snows, avalanches, mud slides and earthquakes. The Village is located where Pine Creek emerges from the mountains. When the mining operation ceased, the owners of the mining operation sold the Village. Ultimately, the houses and the land in the Village were purchased by Pine Creek Village, LP. Currently, the 86 houses in the Village are rented to tenants by Pine Creek Village, LP. For reference, a map showing the location of Rovana, an aerial photo of the Village and a photograph showing Pine Creek Canyon and the Sierras above Rovana where the mine is located are attached.

The Plant is a package activated sludge treatment plant (contact stabilization) with an aerobic digester for sludge treatment. Secondary effluent is discharged into percolation ponds and digested sludge is discharged to a sludge drying bed located adjacent to the percolation ponds. Dried sludge is trucked to the Bishop Sanitary Landfill for disposal by burial in the landfill area. The design capacity of the Plant is 0.06 mgd.

As required by the applicable waste discharge requirements that were issued in 1986, the Plant has an active monitoring program which includes three groundwater monitoring wells. Since the imposition of the waste discharge requirements, there is no record of a Class 1 violation at the Plant.

The Plant is located more than 200 highway miles from the nearest urbanized area in California. There are no grade III operators listed in the information provided by Office of Operator Certification who are located in the Eastern Sierra Region. Also, there are no contract operators listed on the SWRCB's wastewater operator certification's contract operator list (as of September 2016) who are located in Inyo County or in the Eastern Sierra region. In order to comply with the decisions set forth in the August 18, 2016 and October 27, 2016 letters, the owners will have to recruit and employ a Grade III Chief Plant Operator and a fulltime Class II Operator in Charge to operate the Plant.

It should be noted that the current dry weather average flow at the Plant is 0.017 mgd. Thus, in comparison to the largest Class III activated sludge plant, the effluent flow from the Plant is only 0.0034 percent of the average flow from largest Class III plant (0.017 mgd v 5 mgd). Notwithstanding the large flow differential, both plants are classified as Class III. With regard to distributing the costs of plant operation, using the daily effluent flow rate from the 86 Rovana

houses (approximately 200 gallons per day per house) to determine how many houses could be served by a Class III WWTP with an average daily flow of 5 mgd, a 5 mgd plant would serve approximately 25,000 houses. Obviously, when the costs of a Grade III Chief Plant Operator and a fulltime Class II Operator in Charge are borne by 25,000 houses, the burden on each house is much less than the burden on the tenants in the 86 houses in the Village.

The Petitioner reports that, to maintain affordable rents, Pine Creek Village-Rovana Housing is operated by the owner of the property in a manner that the owner barely "breaks even." Currently, rental rates for the 86 houses range from \$510.00 to \$1000.00 per month which includes the costs of operating the Plant. If, as required by the Final Division Decision, the owner has to retain the services of a Grade III Chief Plant Operator and a fulltime Class II Operator in Charge, depending on the amount of compensation received by the operators, it will result in an estimated additional cost of approximately \$161,000.00 to \$207,150.00 per year. Petitioner states that the owner could not absorb the additional costs without suffering significant financial losses. Therefore, rental rates would have to be increased by approximately \$156.00 to as much as \$200.00 per month to cover the additional costs. (An increase of between 24 percent and 30 percent in the 2016 average rent.) Petitioner believes that the majority of the tenants could not afford such a rent increase and would move out of the rental houses, Under such circumstances, the Partnership's only viable option would be to cease the rental of the 86 houses since it would be unlikely that new tenants could be found who would be willing to pay the higher rental rates for the houses. (Evidence of the foregoing statements is provided by the attached Declaration of John Hooper.)

With respect to the loss of 86 rental housing units, Table 8 on page 11 of the Housing Element of the Inyo County General Plan shows that there are 1804 rental households in Inyo County. Therefore the loss of 86 rental units would remove approximately 5 percent of Inyo County's rental housing--a significant depletion in moderately priced rental housing.

With specific reference as to why the FDD is erroneous, inappropriate or improper, please note that Petitioner does not claim that the FDD is erroneous in its conclusions that under existing section 3675(a) of the State Water Board Regulations, the Plant must be classified as a Class III WWTP, and under existing section 3680 of the Regulations, the Chief Plant Operator must be a Grade III or higher certified operator. Indeed, the FDD makes it clear that Deputy Director is bound to follow the regulations. However, Petitioner believes that in view of the circumstances outlined above, it is inappropriate and improper for the Regulations to treat a 0.017 mgd plant the same as a 5 mgd plant and, thus, the Regulations should be amended. For that reason, this Petition is submitted to your Board as an entity that has the authority to commence a process that could lead to the amendment of the Regulations.

The Specific Action Sought from the State Water Board

In consideration of the circumstances outlined above, the following actions are requested:

1. That the Board direct its staff to present a report to the Board that reviews and evaluates whether section 3675 of the Regulations should be amended to allow small activated

sludge wastewater treatment plants (such as the Plant) to be classified as a Class I or Class II WWTP, or

2. That the Board direct its staff to present a report to the Board that reviews and evaluates whether section 3680.2 of the Regulations should be amended to allow small Class III activated sludge wastewater treatment plants to use a provisional operator if a request to use a provisional operator is approved by the Office of Operator Certification.
3. If either request 1 or 2 is granted and if the recommendation submitted to the Board is to amend section 3675 or section 3680.2 of the Regulations, it is requested that the Board order: (1) that the process of amending the Regulation be commenced, (2) that the owner of the Plant shall have a reasonable time after the effective date of the amendment to comply with the amended section 3675 or the amended section 3680.2, and (3) that the owner may continue to operate the Plant as it was operated prior to the FDD until the owner has had a reasonable time to comply with the amended Regulation.
4. If either request 1 or 2 is granted and if the recommendation submitted to the Board is to not amend section 3675 or section 3680.2, it is requested that the Board order that the owner of the Plant shall have 180 days from the date of the submission of the report to recruit, hire or contract a Grade III or higher certified operator to serve as the Chief Plant Operator of Pine Creek Village-Rovana Housing WWTP.
5. If neither request 1 or 2 is granted, it is requested that the Board order that the owner of the Plant shall have 180 days from the date of the Board's decision on this Petition to recruit, hire or contract a Grade III or higher certified operator to serve as the Chief Plant Operator of Pine Creek Village-Rovana Housing WWTP.
6. If none of the foregoing requests are granted, it is requested that the Board order such action as deemed appropriate by the Board to equitably address the circumstances confronting the owners of the Plant and the tenants of the Village outlined in this Petition.

Conclusion

As described above, the Final Division Decision will cause significant hardship to the owner of the Plant and/or to the householders in the Village. For that reason, and the others presented in this Petition, it is requested that one or more of the actions requested be granted.

Dated: November 28, 2016

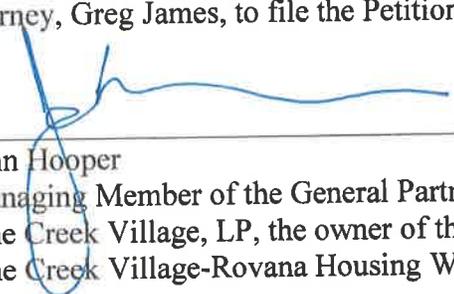
Respectfully submitted



Greg James
Attorney for Petitioner

I have read the foregoing Petition and authorize my attorney, Greg James, to file the Petition and to represent me in the Petition process.

November 28, 2016



John Hooper
Managing Member of the General Partner of
Pine Creek Village, LP, the owner of the
Pine Creek Village-Rovana Housing WWTP



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

OCT 27 2016

Greg James, Esq.
Greg James Attorney-at-Law
1839 Shoshone Drive
Bishop, CA 93514

WASTEWATER TREATMENT PLANT (WWTP) OPERATOR CERTIFICATION; FINAL DIVISION DECISION (FDD): PINE CREEK VILLAGE – ROVANA HOUSING WWTP CLASSIFICATION DETERMINATION

Dear Mr. James:

In a letter dated September 28, 2016, on behalf of your client, Mr. John Hooper, you requested an FDD for reconsideration of the Wastewater Operator Certification Program's (WWOCP) Decision issued August 18, 2016, classifying the Pine Creek Village – Rovana Housing WWTP as a Class III, Activated Sludge WWTP. You requested that the Division of Financial Assistance (Division) reclassify the Pine Creek Village – Rovana Housing WWTP from a Class III WWTP to a Class II WWTP or allow a Grade II operator to serve as the Chief Plant Operator (CPO) instead of a Grade III operator. In the alternative, you have requested that the Division permit Pine Creek Village – Rovana Housing WWTP to use a Grade II as the CPO for a period of 180 days to allow time to recruit and hire a Grade III CPO.

Pine Creek Village – Rovana Housing WWTP is located in the Owens Valley in Inyo County, situated east of the Sierra Nevada Mountains. The WWTP serves a small, disadvantaged community of approximately 300 individuals within its service area. The WWTP is permitted for an average flow of 0.06 million gallons per day (MGD) and the current dry weather average flow is 0.017 MGD. The WWTP is an activated sludge package plant (contact stabilization) with an aerobic digester for sludge treatment. Secondary effluent is discharged to percolation ponds, and digested sludge is discharged to a sludge drying bed located adjacent to the percolation ponds. The design flow of the WWTP is 0.06 MGD. The WWOCP received a WWTP Classification Form on August 15, 2016 from Mr. Hooper. After reviewing the Form, the WWOCP issued a Classification Decision to Mr. Hooper on August 18, 2016, classifying the WWTP as a Class III, Activated Sludge WWTP.

In your appeal of the WWOCP's Decision, you request that the Division reclassify the Pine Creek Village – Rovana Housing WWTP from a Class III WWTP to a Class II WWTP. Pursuant to Operator Certification Regulations¹, section 3675, subdivision (a), a WWTP that utilizes an Activated Sludge process and has a design flow of 5.0 MGD or less is a Class III WWTP. Pine Creek Village – Rovana Housing WWTP utilizes an Activated Sludge process and has a design

¹ The State Water Board's regulations concerning the WWTP Operator Certification Program are codified at California Code of Regulations, title 23, division 3, chapter 26, section 3670 et seq. All references to the "Operator Certification Regulations" are to the applicable sections of title 23 of the California Code of Regulations.

Mr. Greg James

flow of 5.0 MGD or less. Therefore, Pine Creek Village – Rovana Housing WWTP is correctly classified as a Class III WWTP.

Additionally, in your appeal, you request that a Grade II operator be allowed to oversee the WWTP, instead of the minimum requirement of a Grade III operator to be the CPO. In accordance with Operator Certification Regulations, section 3680, subdivision (a), the CPO of a Class III WWTP must be a Grade III or higher certified operator. Consequently, the CPO for Pine Creek Village – Rovana Housing WWTP must be a Grade III or higher certified operator.

After careful review of the documents submitted including the Plant Classification form and the waste discharge requirements from Lahontan Regional Water Quality Control Board, Order R6-0086-0111 and the information you have provided us in your request for FDD, I understand time will be needed in order for the owner of the WWTP to recruit, hire or contract a Grade III or higher certified operator to serve as CPO of the WWTP. Therefore, Mr. Hooper has 180 days from the date of this letter to recruit, hire, or contract a Grade III or higher certified operator to serve as CPO of Pine Creek Village – Rovana Housing WWTP. In the interim, the WWTP may use a Grade II certified operator as the CPO.

Failure to retain, employ, or contract the services of a Grade III or higher certified operator to serve as the CPO of the WWTP within 180 days of the date of this letter may subject Mr. Hooper to formal enforcement action. Pursuant to Water Code, section 13627.1, subdivision (b) and Operator Certification Regulations, section 3709, subdivision (b), the State Water Board may impose administrative civil liability up to \$100 for each day of violation where the CPO is not of the appropriate operator grade.

This is an FDD. If you disagree with this decision, you may file a petition for review by the State Water Board. The petition must be received within 30 days from the date of this FDD, as provided in section 3711.2 of the Operator Certification Regulations. The petition must be sent to Ms. Felicia Marcus, Chair of the State Water Board, with copies to Mr. Michael A.M. Lauffer, Chief Counsel, and Mr. Darrin Polhemus, Deputy Director of the Division, at the following address:

State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100

The petition to the State Water Board must include, at a minimum: 1) the name, address, telephone number, and email address (if available) of the petitioner; 2) a copy of this FDD; 3) a full and complete statement by the petitioner of the reasons why the FDD is erroneous, inappropriate, or improper; and 4) the specific action that the petitioner seeks from the State Water Board. You may request a hearing for the purpose of presenting evidence not considered by the Division or for presenting oral arguments or both. Any request to present evidence not previously presented must include a statement explaining why the evidence was not previously presented to the Deputy Director of the Division.

If the State Water Board does not receive a petition for review within 30 days from the date of this letter, this FDD is final and conclusive.

Mr. Greg James

If you have questions regarding this FDD, please contact Mr. Wes Wilkinson at (916) 341-5131 or Wes.Wilkinson@waterboards.ca.gov.

Sincerely,



Darrin Polhemus, Deputy Director
Division of Financial Assistance
State Water Resources Control Board

cc: Mr. John Hooper
Owner – Pine Creek Village – Rovana Housing WWTP
P.O. Box 3389
Mammoth Lakes, CA 93546

Mr. Wes Wilkinson [via email only]
Staff Services Manager I
Wastewater Operator Certification
Division of Financial Assistance
State Water Resource Control Board
Wes.Wilkinson@waterboards.ca.gov

Mr. Jehiel Cass [via email only]
Sr. Water Resource Control Engineer
Lahontan Reg. Water Quality Control Board
Jehiel.Cass@waterboards.ca.gov

ROVANA LOCATION PHOTO



Google Earth



GOOGLE EARTH VIEW OF ROVANA



Google Earth

feet
meters



PINE CREEK CANYON VIEWED FROM THE EAST



Greg James)
1839 Shoshone Drive)
Bishop, California 93514)
Telephone: 760-873-8381)
Facsimile: 760-8738479)
gregjames@earthlink.net)
State Bar No. 55760)
)
Attorney for Petitioner)
_____)

**DECLARATION OF JOHN HOOPER
IN SUPPORT OF PETITION FOR
REVIEW OF A FINAL DIVISION
DECISION--PINE CREEK
VILLAGE-ROVANA HOUSING WWTP**

I, the undersigned, declare:

1. I am the Managing Member of the General Partner of Pine Creek Village, LP. My office address is P.O. Box 3389, Mammoth Lakes, California 93546.
2. If called as a witness, I could testify competently to the facts herein stated from my own personal knowledge and belief.
3. Pine Creek Village, LP. is the owner of the Pine Creek Village—Rovana Housing Wastewater Treatment Plant (“Plant”) and is the owner of 86 houses in the community of Rovana. The Plant serves the 86 houses in Rovana.
4. Pine Creek Village LP. (“Partnership”) rents the 86 houses in Rovana to tenants at a rental rate that ranges from \$\$510.00 to \$1000.00 per month per house which includes the current costs of operating the Plant. The 2016 average rent was \$850.00.
5. The October 27, 2016 Final Division Decision, requires that the Partnership retain the services of a Grade III Chief Plant Operator and a fulltime Class II Operator in Charge. A sampling of the compensation received by Grade III Chief Plant Operators and Grade II wastewater treatment plant operators on the California State Controller’s

website, "Government Compensation in California," (<http://www.publicpay.ca.gov/>) reveals that the average compensation (including benefits) of operators employed by both urban and rural public entities in California is approximately \$126,000.00 per year for a Grade III operator and approximately \$81,150.00 for a Grade II operator.¹

A call to the City of Bishop revealed that a Grade III wastewater treatment plant operator receives approximately \$54,000.00 per year (not including the cost of benefits) and a Grade II operator receives approximately \$49,200.00 (not including the cost of benefits). A call to the Eastern Sierra Community Service District in Bishop revealed that a Grade III wastewater treatment plant operator receives approximately \$61,800.00 per year (not including the cost of benefits) and a Grade II operator receives approximately \$54,000.00 per year (not including the cost of benefits).

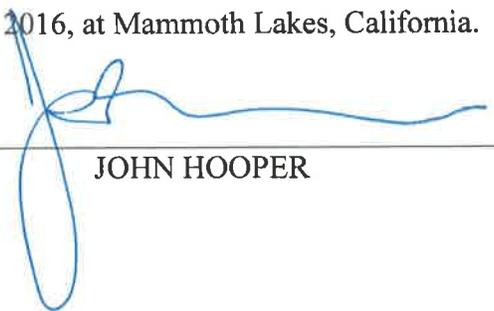
6. If, as required by the October 27, 2016 Final Division Decision, if the Partnership has to retain the services of a Grade III Chief Plant Operator and a fulltime Class II Operator in Charge, such actions will result in an additional annual cost of between approximately \$207,150.00 (using the statewide average compensation with benefits) to \$161,000.00 per year (using a lower estimate of \$87,000.00 with benefits for a Grade III operator and \$74,000.00 with benefits for a Grade II operator since the Plant is located in a rural area).

¹ The compensation reported by the following entities was used to compile the average statewide compensation for Grade III operators: City of Chico, Inland Empire Public Utilities Agency, Clear Creek WWTP (Redding), Sacramento County, South Orange County Wastewater Authority, Wastewater Treatment Plant (Anderson), City of Manteca, Ojai Valley Sanitary District (Ventura County), City of Madera, City of St. Helena, City of El Centro and City of Santa Cruz. The compensation reported by the following entities was used to compile the average statewide compensation for Grade II operators: City of Pismo Beach, Kern County, Ojai Valley Sanitary District (Ventura County), City of Madera, City of St. Helena, City of El Centro and City of Santa Cruz.

7. In order to maintain the current affordable rents, the Partnership barely breaks even financially; therefore, the Partnership could not absorb the additional costs without suffering significant financial losses.
8. Should such additional costs be incurred, depending on the actual costs of the required operators, rental rates would have to be increased by between approximately \$156 and \$200 per month per rental to cover the additional costs (An increase of between 24 percent and 30 percent in the average 2016 rent). Under such circumstances, it is likely that a majority of the tenants could not afford such a rent increase and would move out of the rental houses.
9. If a majority of the tenants were to move out of the rental houses, the Partnership's only viable option would be to cease the rental of the 86 houses since it would be unlikely that new tenants could be found who would be willing to pay the higher rental rates for the houses.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 28th day of November, 2016, at Mammoth Lakes, California.



JOHN HOOPER



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 26

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

FROM: Planning

FOR THE BOARD MEETING OF: December 13, 2015

SUBJECT: Presentation on the status of Rural Desert Southwest Brownfields Coalition activities and review and possible approval of related grant application

DEPARTMENTAL RECOMMENDATION:

Request Board: A) receive a presentation on the status of Rural Desert Southwest Brownfields Coalition activities; B) review, provide comment, and approve related community activities and a Fiscal Year 2017 draft U.S. Environmental Protection Agency Brownfields Assessment Grant Application; and C) authorize the Chairperson to sign a draft Letter of Commitment for the grant application.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The RDSBC formed in 2011 between Esmeralda, Lincoln, Nye, and White Pine Counties in Nevada, and Inyo County, California. In 2014, Mineral County joined the coalition for the second successful grant application. The third grant application, due December 22, 2016, will include the previous coalition members and the Duckwater Shoshone Tribe of the Duckwater Reservation. The draft application will be distributed for review and approval.

The EPA awarded the RDSBC a \$600,000 Brownfields Coalition Assessment Grant in 2014 to identify and assess brownfields across the Coalition area and to conduct area wide planning to support brownfields redevelopment. A presentation on the progress thus far will be given. Coalition and Inyo County activities to date will be discussed.

Under this grant, the RDSBC has continued identifying and assessing brownfields sites to facilitate property redevelopment. The RDSBC will continue to coordinate with relevant stakeholders for cleanup and redevelopment of approved properties. County staff has continued to work with the RDSBC to identify additional sites in Inyo County for assessment, cleanup, and redevelopment.

A Letter of Commitment from Inyo County for the Fiscal Year 2017 EPA Brownfields Assessment Grant will be provided for review and signature, and will be included with the application.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

Duckwater Shoshone Tribe
Esmeralda County
Lincoln County
Mineral County
Nye County
White Pine County
US Environmental Protection Agency
Additional agencies may be identified through the site selection process.

FINANCING:

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 12/6/16

Attachments:

- Presentation
- Draft Letter of Commitment
- Draft FY2017 U.S. EPA Brownfields Assessment Grant Application

November 22, 2016

Ms. Pamela Webster
County Manager
Nye County
2100 E. Walt Williams Dr., Ste. 100
Pahrump, NV 89048

Dear Ms. Webster:

Re: Brownfields Coalition Assessment Grant

On behalf of the Inyo County Board of Supervisors, I am pleased to express our intention to continue partnership with the lead applicant of the of the Rural Desert Southwest Brownfields Coalition (RDSBC), Nye County, Nevada, to pursue a Fiscal Year 2017 U.S. Environmental Protection Agency Brownfields Assessment Coalition Grant.

We understand other partners of the RDSBC include Esmeralda, Lincoln, Mineral, and White Pine Counties in Nevada, and the Duckwater Shoshone Tribe of the Duckwater Reservation.

Like Nye County, Inyo County believes the Brownfields Assessment program offers an invaluable opportunity to our community to assess potentially contaminated sites and conduct area-wide planning in order to begin the process of restoring the sites to beneficial use for our community.

We are pleased to have an ongoing role in the Coalition to not only identify brownfields sites, but to facilitate redevelopment of these areas.

Best Regards,

Jeff Griffiths
Chairperson, Inyo County Board of Supervisors



Rural Desert Southwest Brownfields Coalition (RDSBC)

Presentation to the Inyo County Board of Supervisors
December 13, 2016

The Rural Desert Southwest Brownfields Coalition (RDSBC)

- Formed in 2011 to address environmental and economic development needs for five counties across two states
 - Esmeralda, Lincoln, Nye and White Pine Counties in Nevada, and Inyo County, California
 - Awarded a \$1 million Brownfields Assessment Grant
- Expanded in 2014 to include Mineral County
 - Awarded \$600,000 Brownfields Assessment Grant
- Fiscal Year (FY) 2017 Brownfields Assessment Grant Application due December 22, 2016
 - Expanding to include the Duckwater Shoshone Reservation
 - Requesting \$600,000

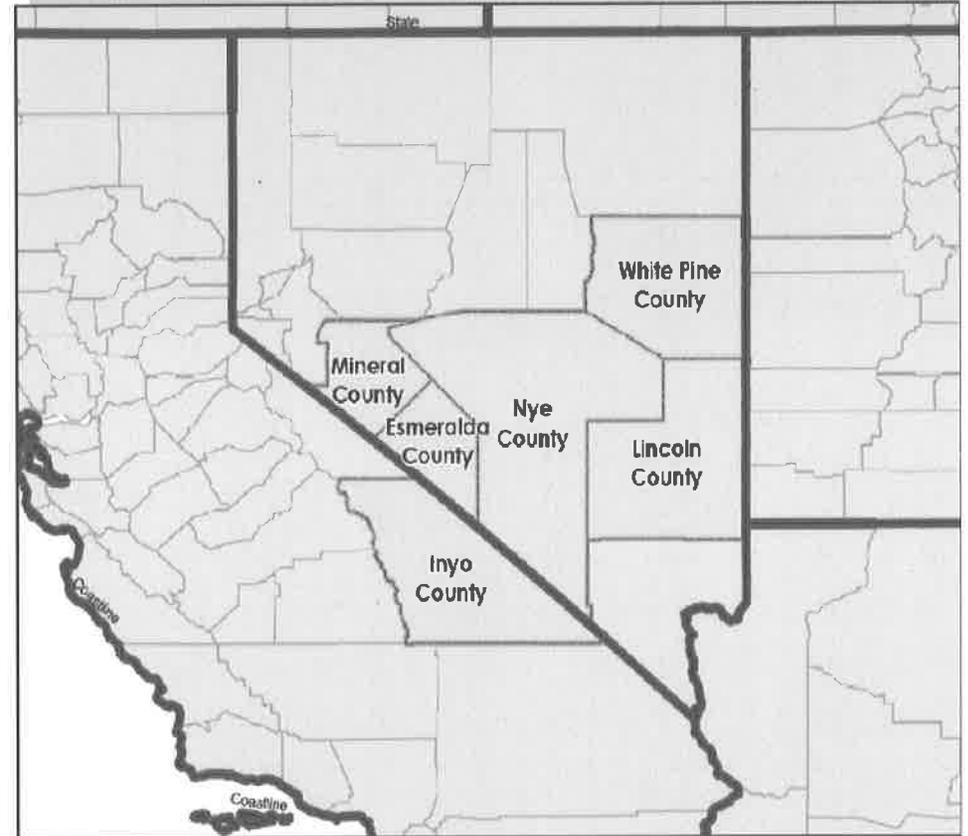


Inyo County Brownfields



Coalition Members – Past, Present, and Future

- Esmeralda County, Nevada
- Inyo County, California
- Lincoln County, Nevada
- Mineral County, Nevada
- Nye County, Nevada
- White Pine County, Nevada
- Proposed – Duckwater Shoshone

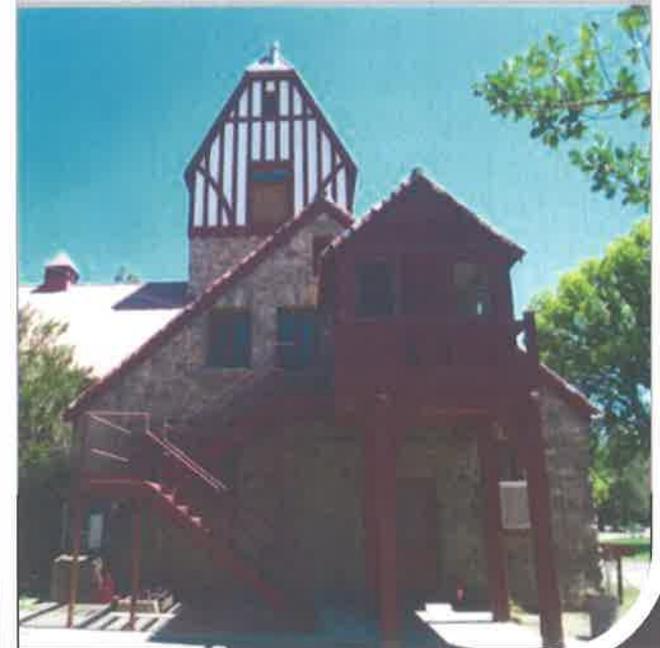


Goals and Objectives

- Protect the health and welfare of the population
- Protect the environment
- Promote economic development and job creation
- Promote economic development and diversification through water-efficient renewable energy, testing and manufacturing facilities, innovative agriculture, and tourism opportunities



Inyo County Brownfields



Measures of Success

Measures	Grant Goals (2014-2017)	RDSBC Actual	Inyo Actual
Site List	3 (1 initial list and 2 annual updates)	2	1
Site eligibility forms completed (by parcel)	20	18	2
ACRES Forms (by parcel)	18	17	2
Phase I ESAs (by parcel)	18	12	2
Sampling and Analysis Plans (including in development)	4	4	1
Phase II ESAs (including in development)	4	1	1
Area Wide Plan	1	1	1 (Section)
Updated Coalition Maps	14 (1 area-wide, 6 Mineral County, 7 for each of the other counties)	1	1
Website Updates	12	2	N/A
Quarterly Meeting Agendas and Minutes	12	7	N/A
Public Outreach Meetings (including in progress)	18	15	2
Communication Plan/Public Outreach Plan	1	1	1 (Section)

Since 2011, \$187,929 in grant dollars have been spent on Inyo County grant deliverables – not including Inyo County grant reimbursable travel and expenses!

Wye Road Property

Location: Bishop, California

Description: Vacant, undeveloped parcel at the intersection of U.S Highway 395 and U.S. Route 6.

Challenge: Potential contamination on-site associated with off-site leaking underground storage tanks.

Accomplishments:

- Entered the Wye Road property into the RDSBC program
- Completed the Phase I Environmental Site Assessment

Current Activities:

- Sampling and Analysis Plan in development
- Phase II activities pending approval of Sampling and Analysis Plan



Mt. Whitney Fish Hatchery

Location: Independence, California

Description: The site is currently under the stewardship of the Friends of Mt. Whitney Fish Hatchery, and the California Department of Fish and Wildlife no longer maintains active operations at the site. Records show the current site owner, the State of California, has owned this property since the early 1900s.

Challenge: The site was nearly destroyed in a 55,000 acre wildfire in July 2007 that stopped just yards from the site. Then, in July 2008, a heavy thunderstorm on the burned area brought a wall of mud and ash down the Sierras into Oak Creek. The mud flow went through the hatchery site, depositing a four foot layer of mud and debris throughout the grounds of the hatchery. A Phase I completed as part of the RDSBC program identified several possible contaminants including asbestos and petroleum based products.

Accomplishments: The RDSBC has made progress in moving the Mt. Whitney Fish Hatchery site towards cleanup. To date the RDSBC has successfully:

- Entered the Mt. Whitney Fish Hatchery site into the RDSBC program
- Completed the Phase I Environmental Site Assessment
- Completed the Sampling and Analysis Plan

Current Activities: The RDSBC is coordinating with the relevant stakeholders to facilitate redevelopment.



PPG Industries Bartlett Plant

Location: Cartago, California

Description: The property has had two known uses. The Pittsburgh Plate Glass (PPG) Bartlett Industries owned and operated a salt extraction facility on the property until 1958, and the current owner used one of the on-site buildings as a small office and assembly facility for mechanical heart components. The subject site has been named as a possible location for a visitor center for the Owens Dry Lake to be operated by Inyo County.

Challenge: Redevelopment plans for the subject site have been hampered by the stigma associated with the property being the former PPG plant.

Accomplishments: The RDSBC has made progress in moving the PPG Industries Bartlett Plant site towards cleanup. To date the RDSBC has successfully:

- Entered the PPG Industries Bartlett Plant site into the RDSBC program
- Worked with the property owner to coordinate assessment and cleanup efforts
- Completed the Phase I and Phase II Environmental Site Assessments



2016 State of Nevada Brownfields Workshop

- September 20, 2016
- Attended by RDSBC Representatives; travel, lodging, and per diem funded by the grant.
- A presentation titled “Regional Coalition Development” was given on behalf of the RDSBC.



EPA Western Brownfields Workshop

- September 28 and September 29, 2016.
- Attended by RDSBC Representatives; travel, lodging, and per diem funded by the grant.
- A presentation titled “The Do’s and Don’ts of Advisory Committees and Brownfields Teams” was given on behalf of the RDSBC.



RDSBC Website

The RDSBC website was created as a resource for the public and coalition members. The website provides a variety of information including:

- An overview of the RDSBC, brownfields, and renewable energy factors in the RDSBC
- An overview of each county and county-specific renewable energy factors
- Detailed information and documentation for each brownfields site participating in the RDSBC
- RDSBC meeting information
- News on upcoming brownfields events

<http://www.rdsbc.org/>



Inyo County Brownfields



Stakeholder Participation

Participation by community members is the most effective method to identify sites that have the greatest potential to benefit the community through assessment, cleanup, and redevelopment.

The RDSBC welcomes input on potential brownfields sites by the public, community organizations, and community leaders. It is through this collaboration that the RDSBC will provide the most assistance to communities and the program will achieve the most success.



Inyo County Brownfields



Questions



Inyo County Brownfields





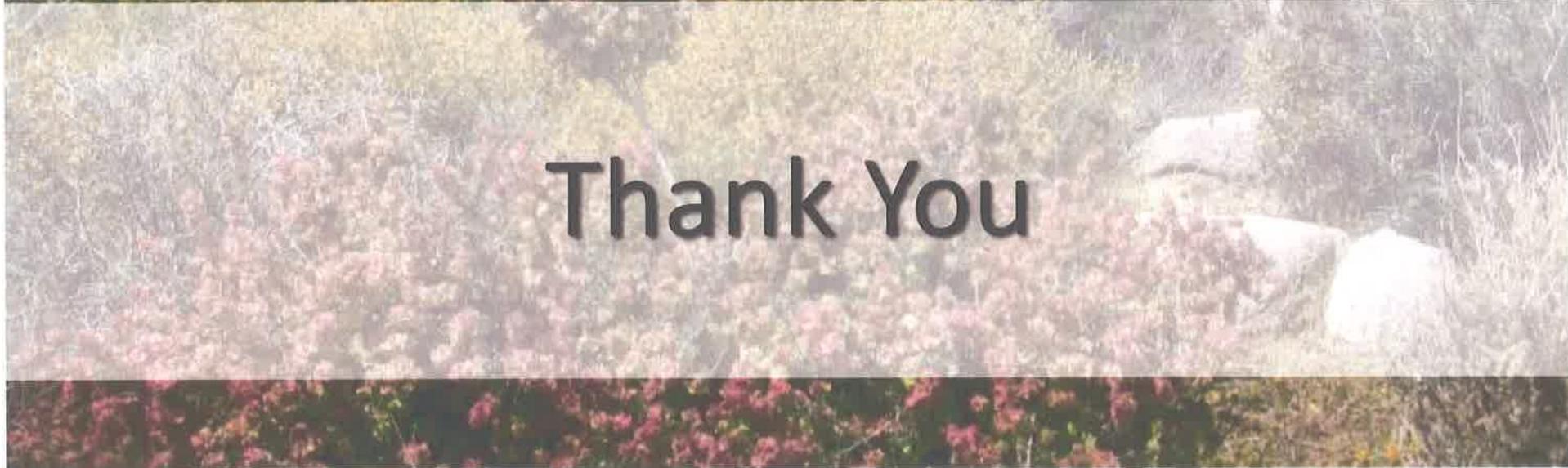
Lorina Dellinger

Nye County

Assistant County Manager

Phone: (775) 482-7319

ldellinger@co.nye.nv.us



Thank You

Pahrump Office
Nye County Government Center
2100 E. Walt Williams Drive
Suite 100
Pahrump, NV 89048
Phone (775) 751-7075
Fax (775) 751-7093



Office of the County Manager
Administration Department

Tonopah Office
Nye County Courthouse
William P. Beko Justice Facility
PO Box 153
Tonopah, NV 89049
Phone (775) 482-8191
Fax (775) 482-8198

December 13, 2016

Board of Supervisors
Inyo County
PO Box N
Independence, California 93526

Dear Supervisors:

Subject: Rural Desert Southwest Brownfields Coalition Grant Application

Nye County, on behalf of the Rural Desert Southwest Brownfields Coalition (RDSBC), is preparing to develop an application for a Fiscal Year (FY) 2017 Environmental Protection Agency (EPA) Brownfields Assessment Grant. This grant application will be developed in cooperation with RDSBC members to facilitate the continued redevelopment of brownfields sites across the coalition area. This process was initiated with the formation of the Coalition in 2011, when a \$1 million EPA Brownfields Assessment Grant was awarded to the RDSBC. In 2014, \$600,000 was awarded to continue identification and assessment of brownfields sites.

This grant will continue the momentum of the previous five years' effort to facilitate economic development in all coalition governments. The latest application will include the original RDSBC member-counties: Esmeralda, Lincoln, Nye, and White Pine County, Nevada, and Inyo County, California. Mineral County joined the coalition in 2014 and will continue their partnership with the RDSBC. The Coalition's focus on the desert southwest will be expanded in the FY2017 grant application, to include the Duckwater Reservation.

Attached to this letter is a copy of the 2014 EPA Brownfields Assessment Grant application for review and consideration. The FY2017 application will build on this document and be updated accordingly for this grant cycle. The list of revisions to the application will include but are not limited to:

Section 1: Community Need

- Current demographic and health impact information for all Coalition members.
- Current information regarding existing environmental conditions for all Coalition members.
- Develop a Duckwater Shoshone Tribe section in the Area Wide Plan.
- Revised information regarding regional priorities for EPA Region 9, of which the RDSBC is a part.

Section 2: Project Description and Feasibility of Success

- Revised administrative structure for project management based on staffing changes.
- Revised outcomes/outputs and budgets for each task based on the results of the previous grant programs.
- Additional information regarding recent/current leveraging opportunities.

Section 3: Community Engagement and Partnerships

- Additional information regarding contacts and partnerships associated with the Duckwater Shoshone Tribe, new partners acquired during the 2014 grant program, and new partnership opportunities with government agencies.

Section 4: Project Benefits

- Current information regarding health and environmental impacts of the RDSBC program based on the success of previous iterations of the program.

Section 5: Programmatic Capability and Past Performance

- Revised administrative structure for project management and implementation based on staffing changes.

Updated information for Past Performance and Accomplishments based on activities completed under the 2014 grant.

Sincerely,



Lorina Dellinger
Assistant County Manager



**Office of the County Manager
Administration Department
Pahrump, Nevada**

Pahrump Office
2100 E. Walt Williams Drive
Pahrump, NV 89048
Phone (775) 751-7075
Fax (775) 751-7093

January 22, 2014

Environmental Management Support, Inc.
Attn: Mr. Don West
8601 Georgia Avenue, Suite 500
Silver Spring, MD 20910

Subject: Rural Desert Southwest Brownfields Coalition Application for a Brownfields Coalition Assessment Grant, RFP No. EPA-OSWER-OBLR-13-05

Dear: Mr. West

The Rural Desert Southwest Brownfields Coalition (RDSBC or the Coalition), comprised of Nye, Esmeralda, Lincoln, Mineral, and White Pine Counties in State of Nevada and Inyo County in State of California, is requesting a US Environmental Protection Agency (EPA) Brownfields Coalition Assessment Grant in the amount of \$600,000 for identification, assessment, and clean up and reuse planning for sites throughout the Coalition area where the suspected presence of contamination is hindering redevelopment. Additionally, the Coalition will continue to conduct area-wide planning activities in support of renewable energy-related and other socio-economic redevelopment at former brownfields.

The following applicant information is provided in response to the requirements listed in the "FY14 Guidelines for Brownfields Assessment Grants" issued by the EPA.

- a. Applicant Identification: Nye County, Nevada, P.O. Box 153, 101 Radar Road, Tonopah, NV 89049
- b. Applicant DUNS Number: 064813926
- c. Funding Requested:
 - i) Grant Type: Assessment
 - ii) Federal Funds Requested: \$600,000 (no waiver requested)
 - iii) Contamination: \$420,165 Hazardous Substances and \$179,835 Petroleum
 - iv) Coalition
- d. Location: Nye County, Nevada; Esmeralda County, Nevada; Lincoln County, Nevada; Mineral County, Nevada; White Pine County, Nevada; and Inyo County, California

(Mr. Don West)
(January 22, 2014)
Page 2

e. Site Specific Information: Not Applicable

f. Contacts:

i) Project Director:
Mr. Levi Kryder
NWRPO Natural Resources Manager
Commissioners Phone: 775-727-3484
Fax: 775-727-7919
Email: lkryder@co.nye.nv.us
Address: 2101 Calvada Blvd., Ste. 100
Pahrump, NV 89048

ii) Highest Ranking Elected Official:
Dan Schinhofen, Chairman
Nye County Board of
Phone: (775) 751-7045
Fax: (775) 751-7093
Email: dschinhofen@co.nye.nv.us
Address: 2100 E. Walt Williams Ste. 100
Pahrump, NV 89048

g. Date Submitted: January 22, 2014

h. Project Period: January 1, 2015 - December 29, 2017

i. Population: Total Population (82,333), which includes Coalition members Nye County (42,963), Esmeralda County (775), Lincoln County (5,405), Mineral County (4,653), White Pine County (10,042), and Inyo County (18,495).

j. Other Factors Checklist: Please see attached Other Factors Checklist.

Additional information regarding the details of the Rural Desert Southwest Brownfields Coalition application is provided in the attached document. Please feel free to contact me should you have any questions or require additional information regarding this matter.

Sincerely,



Pamela Webster
County Manager

/jr

Name of Applicant: Nye County, Nevada

Please identify (with an x) which, if any of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

	Other Factor	Page #
x	Community population is 10,000 or less	Page 1
	Federally recognized Indian tribe	
	United States Territory	
	Applicant will assist a Tribe or territory	
x	Targeted brownfield sites are impacted by mine-scarred land	Page 2
	Targeted brownfield sites are contaminated with controlled substances	
	Recent natural disaster(s) (2006 or later) occurred within community, causing significant community economic and environmental distress	
	Project is primarily focusing on Phase II assessments.	
	Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion by identifying amounts and contributors of funding in the proposal and have included documentation	
	Community experienced manufacturing plant closure(s) (2008 or later) tied to the targeted brownfield sites or project area, including communities experiencing auto plant closures due to bankruptcy or economic disruptions	
x	Recent (2008 or later) significant economic disruption (<u>unrelated</u> to a natural disaster or manufacturing/auto plant closure) has occurred within community, resulting in a significant percentage loss of community jobs and tax base.	Pages 3-4
	Applicant is a recipient or a core partner of a HUD-DOT-EPA Partnership for Sustainable Communities (PSC) grant that is directly tied to the project area, and can demonstrate that funding from a PSC grant has or will benefit the project area. To be considered, <u>applicant must attach documentation</u> which demonstrates this connection to a HUD-DOT-EPA PSC grant.	
	Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant	
x	Community is implementing green remediation plans.	Page 12
	Climate Change (also add to "V.D Other Factors")	

RANKING CRITERIA FOR ASSESSMENT GRANTS

1. Community Need

a. Targeted Community and Brownfields

i. The Rural Desert Southwest Brownfields Coalition (the Coalition) is comprised of six counties: Nye, Esmeralda, Lincoln, Mineral, and White Pine in Nevada, and Inyo in California. Covering an area of 55,322 square miles across two states, the common threads among all six counties are the rural and/or frontier nature, limited infrastructure, dry desert climate, scarce water supply, and high percentage of federally managed or controlled lands. Despite the deceptively large land area, there are few sites available for development. Approximately 98% of lands in the Nevada counties and 92% of land in Inyo County are under federal management. Although residents tend to be independent and self-sufficient, they depend on the cooperation of neighbors and initiatives like the Coalition's Brownfields Program to succeed as a region.

The majority of the communities are dependent on mono-economies, generally related to mining, military facilities, agriculture, or transportation. Mining has served as the major industry in all six member counties for well over 100 years. Coalition communities host, and have developed supply chains to service multiple military facilities, including: the Nevada Test and Training Range, Nevada National Security Site, a portion of the Naval Air Weapons Station at China Lake, and the U.S. Army Ammunition Depot in Hawthorne. Historic facilities whose remnants still remain include the former Tonopah Army Air Field, and the former Bishop Army Airfield. Agriculture in the Coalition communities comprises a mix of traditional ranching and farming in isolated locations through the Coalition's member counties. Finally, the Coalition's transportation and related services industry has maintained connectivity throughout the region, and provided opportunities to support a large number of diesel truck stops and gasoline stations, strategically placed to allow ready refueling access for tourists, residents, and commercial transporters.

The Coalition realizes reliance on a single industry is not sustainable and is pursuing other industries, such as renewable energy, innovative agriculture techniques, testing and manufacturing, and tourism. By doing so, the Coalition is combining its resources to stabilize local economies, increase available tax revenues and support a broader, more diverse economic base well-suited for the region. Unlike urban areas, rural communities tend to face brownfield-related challenges on an individual parcel or project basis rather than a readily-defined geographic boundary. The focus of the Coalition's Brownfields Program will be based on the nature of the properties that manifest throughout the region, including mine-scarred lands, involuntarily acquired properties, and abandoned automotive service/refueling stations (as well as other sources of above ground and underground petroleum storage tanks).

ii. As detailed in Table 1, the Coalition has a population of 82,333 as of 2012. Three counties experienced moderate growth between 2000 and 2012, while Nye County experienced significant growth, with a population increase of approximately 30%, or just over 10,000. Two counties experienced a population decrease with Esmeralda's population dropping by 20%. While the total population of the Coalition area is 82,333, three counties and every town and city within each of the six counties has a population below 5,500, with the exception of the Town of Pahrump in Nye County with a population of 36,441 (U.S. Census Bureau, 2010 Census).

Table 1: Population, Unemployment, Economic Indicators, and Sensitive Populations

	Target Counties						NV	CA	U.S.
	Esmeralda	Inyo (CA)	Lincoln	Mineral	Nye	White Pine			
Population									
2012 Estimate [‡]	775	18,495	5,405	4,653	42,963	10,042	2.8 Mil	38.0 Mil	313.9 Mil
2010 Census ⁺	783	18,546	5,345	4,772	43,946	10,030	2.7 Mil	37.2 Mil	308.7 Mil
2000 Census [†]	971	17,945	4,165	5,071	32,485	9,181	1.9 Mil	33.9 Mil	281.4 Mil
Unemployment[*]									
October 2013	3.1%	7.3%	12.7%	11.7%	11.2%	6.5%	9.2%	8.3%	7.2%
Economic Indicators									
Median Household Income [‡]	\$27,500	\$45,000	\$39,293	\$33,547	\$39,150	\$46,505	\$54,083	\$61,400	\$53,046

	Target Counties						NV	CA	U.S.
	Esmeralda	Inyo (CA)	Lincoln	Mineral	Nye	White Pine			
Individuals in Poverty [†]	24.2%	11.3%	15.9%	23.0%	20.1%	13.9%	14.2%	15.3%	14.9%
No Health Insurance [±]	23.5%	16.3%	25.4%	21.9%	20.9%	17.8%	21.6%	17.8%	14.9%
Sensitive Populations									
≥ 65 years [‡]	24.9%	19.9%	18.4%	23.8%	25.7%	15.1%	13.1%	12.1%	13.7%
≥ 65 and Disabled [±]	29.9%	34.2%	23.8%	53.8%	37.7%	47.5%	34.5%	37.1%	36.8%
Disability Status [±]	23.1%	12.3%	12.5%	25.0%	21.2%	17.8%	10.8%	10.0%	12.0%
Bachelor's or higher [‡]	12.8%	21.0%	16.8%	7.0%	11.7%	13.1%	22.2%	30.5%	28.5%
Minorities [‡]	8.9%	18.2%	7.3%	26.7%	9.8%	12.2%	22.9%	26.3%	22.1%
* Data from U.S. Bureau of Labor Statistics [‡] Data from U.S. Census Bureau, 2012 Estimates [±] Data from U.S. Census Bureau, 2008-2012 American Community Survey ⁺ Data from U.S. Census Bureau, 2010 Census [†] Data from U.S. Census Bureau, 2000 Census									

As of 2012, all of the Coalition's Nevada counties had median household incomes well below the national and State averages, and associated "individuals in poverty" rates for four counties exceeded both national and State percentages.

iii. A wide array of activities have created or contributed to the presence of brownfields in the region. **Mine-scarred lands** pervade the Coalition and surrounding area. Aside from the physical safety concerns associated with abandoned mine shaft openings, local communities have expressed concern about direct exposure to contamination from heavy metals and hazardous constituents in mine tailings (either by skin exposure or dust inhalation), or indirect exposure from migration of contaminants through mine shafts to the groundwater table (with very few exceptions, groundwater constitutes the only potable water supply for Coalition communities).

Involuntarily acquired properties – through bequeathal, tax foreclosure, or other mechanism – and their subsequent disposition in rural communities are a common challenge. As military operations near Tonopah and Hawthorne in Nevada down-size, the civilian communities that grew up around these facilities face commercial and residential vacancies as properties are abandoned, contributing to blight in the area. In many cases, reuse is stymied by the physical condition of the property, or concerns regarding previous use and associated contamination.

Abandoned automotive service and refueling stations can be found along transportation corridors and in population centers throughout the Coalition area. The remote, rural nature of communities leads to reliance on transportation corridors that have historically supported a large number of strategically located diesel truck stops and gasoline stations. However, the increase in vehicle fuel efficiency and facility permitting requirements in recent years has reduced the need for these facilities. Abandoned truck stops and gas stations are abundant in Coalition communities and line the major transportation routes, presenting potential environmental risks, nuisance-attractions, and public eyesores.

Coalition members are concerned with potential soil contamination resulting from petroleum products, heavy metals, and chemical contamination, especially when the potential exists for contaminants to transfer to the groundwater systems that serve local communities. Table 2 displays a list of potential contaminant sources for each county and includes data for hazardous waste, USTs, and mine-scarred lands.

Table 2: Waste and Toxic Releases

Environmental Condition	Target Counties						Total
	Esmeralda	Inyo	Lincoln	Mineral	Nye	White Pine	
Hazardous Waste Activities [†]	3	36	2	17	38	19	115

Environmental Condition	Target Counties						Total
	Esmeralda	Inyo	Lincoln	Mineral	Nye	White Pine	
Permitted Discharges to Water†	1	5	1	4	7	3	21
Toxic Releases Reported†	2	2	3	3	13	5	28
Active Leaking USTs‡	1	31	5	5	9	5	56
Closed Leaking USTs‡	24	101	43	112	149	85	514
Unsecured Abandoned Mine Land*	483	-	147	227	681	515	2053
† Data from EPA's Envirofacts.							
‡ Data from NDEP Underground Storage Tank Program.							
* Data from Nevada Division of Minerals AML Database							

iv. The Coalition area contains several major transportation corridors used to haul petroleum and hazardous substances throughout the southwest. As most of the rural communities within each Coalition county are located along these corridors, so too are their critical water supply wells. From the perspectives of environmental quality as well as physical health and safety, major spills from liquid cargo are of concern to nearby residents and the mainly volunteer fire departments in these communities. Explosive ordnance, low-level nuclear waste, and other substances critical to military and national security operations are transported routinely to and from the US Army Ammunition Depot in Hawthorne, the Nevada Test and Training Range, the Nevada National Security Site, and the Navy's China Lake facility in Inyo. Additionally, three of Nevada's six RCRA permitted treatment, storage, and disposal (TSD) facilities are located in the Coalition area. These military and TSD facilities often use US Highway 95, the main transportation corridor connecting Nye, Esmeralda, and Mineral Counties, and US Highway 395, through Inyo. US Highway 6, between Tonopah and Ely, is frequented by trucks carrying oil from Railroad Valley to the Eagle Refinery, in the vicinity of the Duckwater Shoshone Reservation. As Highway 6 passes over Ward Mountain, travelers can view the "Wellhead Protection Area" signage cautioning both residents and visitors about their proximity to one of Ely's main source water supplies. Cumulatively, these conditions present significant challenges to the local rural communities.

b. Impacts on Targeted Community

The sensitive populations in the Coalition area, including senior citizens, disabled residents, minorities, pregnant women, children under five, low-income residents, and individuals without health insurance, are disproportionately affected by the presence of brownfields and mine-scarred lands in and around coalition communities. These groups often have the fewest resources for demanding health and safety concerns be addressed. Critical goods and services, including major medical facilities, are several hours away from many of the rural communities. The US Department of Agriculture (USDA) defines a food desert as "urban neighborhoods and rural towns without ready access to fresh, healthy, and affordable food" (USDA, "Food Deserts"). Food deserts are also identified as "low-income communities" that have a poverty rate of 20% or greater and "low access communities" with at least 500 residents where 33% or more of the population live more than ten miles from supermarkets. Four of the Coalition counties contain food deserts but all of the member counties have low access to food.

The County Health Rankings prepared by the University of Wisconsin Population Health Institute for 2013 ranked Nye-16, Mineral-15, and White Pine-13 out of 16 ranked counties for Nevada and Inyo-52 out of 57 for California (University of Wisconsin Population Health Institute, "County Health Ranking"). The rankings are based on mortality and morbidity rates, health behaviors, access to clinical care, socio-economic factors, and the physical environment. While Lincoln's population had low mortality and morbidity rates and positive health behaviors, access to clinical care and the physical environment in Lincoln were ranked at 15 and 16, respectively, with 22% of the population exposed to water exceeding a violation limit (based on maximum contaminant level, maximum residual disinfectant level, and treatment technique violations). In Esmeralda, 72% of the population was exposed to water exceeding a violation limit. Furthermore, all of the counties' populations are exposed to daily fine particulate matter (PM 2.5 or particulate matter less than 2.5 micrometers in diameter) between 12.2 and 15.4 micrograms per cubic meter compared to 8.8 nationally (University of Wisconsin). Overall access to clinical care to treat potential exposure to contaminants is limited and is a threat to the health and welfare of coalition communities.

c. Financial Need

i. All of the Coalition members have felt the effects of the 2008 recession as availability of jobs

continues to fluctuate in the region. The three hardest-hit counties have unemployment rates well above state and national averages. Down-sizing of the U.S. Army Depot in Hawthorne, Nevada drastically reduced employment opportunities in Mineral County. Lincoln and Nye Counties saw significant drops in the construction and mining industries in 2008 and early 2012. As illustrated in Table 1, Esmeralda's low unemployment rate may be attributable to the reduced population as residents left the County to pursue jobs in other locations.

The Coalition has been working to expand and diversify local economies, a task made especially difficult since the start of the recession. The Coalition partners are struggling to attract new businesses and residents while maintaining rural characteristics and are losing jobs and industry as current businesses close or down size due to budget concerns. Small populations coupled with high unemployment rates are reducing the available clientele for local retail and commercial businesses. The coalition is also experiencing high home foreclosures and stagnation in new development. These factors combine to reduce the tax base and revenue streams in the Coalition area. As a result, the counties local government and individual communities have cut staffing and services to help reduce expenditures.

ii. In addition to the above economic conditions, the presence of multiple brownfields throughout the Coalition area has contributed to economic decline. These sites are located in a variety of areas, including transmission corridors or areas undergoing redevelopment. As an example, the commercial area of Ely maintains less than a 50% commercial occupancy rate. Perceived contamination in this economically depressed area has contributed to the lack of comparable sales, as commercial buildings in the area have not been sold in more than 20 years. Sites in isolated communities throughout the Coalition are contaminated, blighted, or pose a safety risk to local populations. The sites are also part of the declining aesthetic appeal of each community. Even if properties are ideally located, the potential presence of contamination often prevents sites from being redeveloped. The 2008 recession had a major effect on housing. Foreclosures in Nye County were the highest in the state; as of November 2013, 1 of every 594 houses was in foreclosure (Nevada Real Estate Trend and Market Info, www.realtytrac.com). In addition, vacancy rates for Coalition area homes are higher than the national average, with Esmeralda County experiencing the highest vacancy rate at 45% (U.S. Census Bureau, 2008-2012 American Community Survey). The percentage of foreclosures and high vacancies coincides with the high unemployment rate and population decline, respectively, identified in Table 1. In addition to the high vacancy rates, most residential and commercial development in the Coalition area is over 30 years old (U.S. Census Bureau, 2008-2012 American Community Survey), and is likely to have asbestos containing materials and lead-based paint.

2. Project Description and Feasibility of Success

a. Project Description

i. Nye, Esmeralda, Lincoln, White Pine, and Inyo Counties will continue to work together in the partnership developed under the 2011 Brownfields Coalition Assessment Grant and will add Mineral County to the Coalition. The Coalition's focus is on the assessment of properties with perceived and actual contamination hindering redevelopment and the return of those properties to productive use. The Coalition members are united by the southwestern, rural characteristics of wide-open spaces, prevalence of public lands, limited water resources, excellent renewable resource generation potential, and mining and federal installation histories. Similar pasts and resources have led each Coalition member to support plans for a regional, coordinated approach to new industries such as renewable energy, testing and manufacturing, innovative agriculture, and tourism (as expressed in local planning documents such as the Nevada counties' Comprehensive Economic Development Strategies and the Inyo County General Plan). Cultivation of new businesses on brownfields is a priority of the Coalition.

The Coalition was initially formed to support targeting of brownfields for renewable energy projects (an initiative spearheaded by EPA and the National Renewable Energy Laboratory [NREL]). The Coalition will continue its original mission of promoting renewable energy projects and the requisite support industries, including testing and manufacturing of component parts, research areas, and other businesses in the energy supply chain. Innovative agriculture opportunities are critical to the long-term viability of the counties, and several Coalition members have been working to promote sustainable, water smart agriculture, such as aquaponics/aquaculture projects in Nye County. Finally, revitalization of local communities through the Brownfields Program will have a residual impact on tourism by improving the visual appeal of the communities and increasing retail and other commercial enterprises through the

multiplier effect.

The Coalition will identify and prioritize a minimum of 20 sites for assessment. The Coalition anticipates completing Phase I Assessments for 18 sites—with at least one site in each county—based on the estimation that two properties identified may not pass EPA eligibility review. The Coalition anticipates that up to four of the properties undergoing Phase I Assessment will require a Phase II and will also undergo cleanup and reuse planning. Institutional controls passed under the 2011 grant will be monitored, and an institutional control for Mineral County will be enacted, if necessary.

One of the major goals of the Coalition is to update the Rural Desert Southwest Brownfields Coalition Area Wide Plan, prepared under the 2011 grant. This living document provides guidance for redevelopment activities on a regional scale for the entire Coalition and on a county-member scale. It is updated as new sites are identified and assessed and new developments impacting the economic diversification goals of the Coalition are realized (such as the need to incorporate sustainable agricultural considerations). Updating the Area Wide Plan with an expanded focus to include Mineral County will enable developers to utilize a streamlined planning process for their projects. In addition to providing an allowable land use from the local government's Planning Department perspective, inclusion of renewable energy and other industries in an area-wide plan facilitates developer access to tax incentives from state and federal agencies. The incentives available for renewable developers are often tied to their ability to demonstrate local government support for the project, which is more easily obtained when the proposed development fits into an area's long-range plans.

Redevelopment and reuse of assessed properties is the long-term goal of the program. Several Coalition members intend to lease assessed property to facilitate sustainable revenue options. The major industry the Coalition seeks to attract is renewable energy and related businesses. The Coalition is also open to evaluating other businesses appropriate for the region and consistent with local Comprehensive Economic Development Strategies, General and Land Use Plans, and state-wide initiatives (alternative energy, manufacturing, agriculture, and tourism are all identified in "Moving Nevada Forward: A Plan for Excellence in Economic Development 2012 - 2014") – documents incorporated into the Area Wide Plan. Nye County, the Coalition lead, has already experienced significant success in marketing former brownfields and other previously utilized sites and infrastructure for renewable energy redevelopment and will continue to build on that success by working collaboratively with the Coalition members to promote EPA's "brownfields to brightfields" initiative. The Coalition will work with local communities to attract sustainable industries that will enable the communities to thrive.

ii. Based on the success of the Coalition's 2011 Assessment grant, the expanded Coalition is proposing to continue activities under the original seven tasks with revisions to the project scope based on lessons learned and work completed. The Coalition is ahead of schedule for meeting the outputs proposed in the 2011 grant and has begun to review and assess additional sites. As a result, the project management approach described below and used under the previous award will enable Nye County and the Coalition to meet the three year project schedule.

Nye County's Levi Kryder (Geoscience and Acting Natural Resources Manager) and Amy Fanning (Budget/Fiscal Analyst) will continue to oversee and direct all Coalition activities. Mr. Kryder, Program Manager, is responsible for review and oversight of all technical, environmental, planning, and mapping documents. Ms. Fanning, Program Administrator, monitors grant deliverables, coordinates with Coalition representatives, and completes all grant reporting requirements. Ms. Fanning also ensures the project progresses based on the schedule established in the Work Plan and contractor negotiations. Nye County will contract a qualified environmental professional (QEP) to execute all project tasks, excluding Task 6 - Program Management/Reporting, in order to continue the Coalition's streamlined Brownfields Program approach. The QEP will oversee a team with experience in EPA Brownfields site eligibility; ASTM-qualified Environmental Site Assessments and Sampling and Analysis Plans; Cleanup, Reuse, and Area Wide Planning; Rural Public Outreach; and Brownfields Institutional Controls. The QEP will ensure that site access agreements have been signed for each property prior to assessment or other on-site activities taking place in order to ensure access to and security of the site, as has been the practice under the 2011 Assessment grant. Mr. Kryder, Ms. Fanning, and the QEP will work as a team to execute the Coalition's project approach. The Public Outreach and Community Involvement Plan, that includes a communication plan for interacting with Coalition representatives, EPA staff, community partners, property owners, and other stakeholders, was prepared for the original five-county-member Coalition under the 2011 Assessment

grant and will be updated to include Mineral County to ensure efficient and effective lines of communication.

Quarterly meetings will be held to update Coalition representatives on the status of project activities and to obtain input on ongoing and future activities. Each county will designate one representative to actively participate in the quarterly meetings and brownfields program. Review and comment on planning documents, maps, institutional controls, and other project outputs will be solicited from each representative. Coalition representatives will be responsible for updating their respective counties on activities with the support of the QEP, as appropriate.

iii. The QEP will review the existing Public Outreach and Community Involvement Plan. This document details outreach planning strategies, target audience and messaging techniques specific to the original five member counties. The QEP will work with Mineral County to include their information into the update of this document in order to facilitate future communications and outreach efforts both within each county and among the Coalition member counties. During the first Coalition meeting, immediately following the execution of a contract with a QEP, the QEP will provide the Initial Site List to the Coalition representatives for review and discussion. The Initial Site List will include: 1) Sites identified by the Coalition and/or reviewed for eligibility by the EPA under the 2011 Assessment grant, but not yet assessed; 2) Sites identified by Mineral County through the application process established by the Coalition; 3) Potential Brownfield sites compiled by the Nevada Division of Environmental Protection's (NDEP) Abandoned Mine Lands Program located in the five Nevada counties; 4) Potential Contaminant Sources; and 5) Additional research conducted by the QEP. The QEP will also review EPA brownfield site eligibility requirements, the approval process, and the resources used in the development of the Initial Site List. The Coalition representatives will discuss the prioritization criteria, sites included on the list, recommendations for additional sites, and how sites meet eligibility and prioritization conditions. The Coalition will use the following primary prioritization criteria: degree of health hazard caused by suspected contamination, redevelopment potential, community and economic development importance.

Coalition representatives will present the updated Initial Site List for sites located within their respective counties to the county/town boards. Due to the size of the member counties and distance between communities, presentations at board meetings have been found to be the most effective method of reaching the public, but other media outlets and communications venues, outlined in the Public Outreach and Community Involvement Plan, will be implemented as appropriate. At each meeting, the Coalition representative will request input on the identified sites, recommendations for additional sites, and prioritization of the sites identified. Once the initial sites are prioritized, site eligibility forms will be completed and submitted to the EPA Project Officer. In collecting information for the site eligibility form, the QEP will coordinate with the property owner to ensure their understanding of the program and amenability to participation. The QEP will then work with the property owner to obtain access agreements for approved sites. The Coalition expects to learn of new sites during project updates to county/town boards and community organizations. Coalition representatives will bring new site recommendations to the quarterly Coalition meetings for review and consideration. Additional site eligibility forms will be completed for other sites recommended by the Coalition, based on the available funding.

b. Task Description and Budget Table

The Coalition will complete the following tasks in accordance with the Project Description and within the budget detailed in Tables 3 and 4. The budget is divided 70/30 between hazardous substance (HS) and petroleum (P) activities. For sites where both toxins are present the hazardous substances budget will be used. Project time for the Brownfields Program Management and Administration is comprised of personnel and fringe budgets. (The Nye County Geoscience and Acting Natural Resources Manager hourly rate for Year 1 is \$50.38 and fringe rate is \$17.77, with a 5% Cost of Living increase each subsequent year. The Nye County Budget/Fiscal Analyst hourly rate for Year 1 is \$36.52 and fringe rate is \$13.60, with a 5% Cost of Living increase each subsequent year.) Rates provided for personnel/fringe expenses under all tasks are blended rates for each personnel for the three year period.

Task 1 - Site Identification/Selection

HS: \$6,590; P: \$2,825; T: \$9,415

The Coalition has developed a preliminary list of project sites based on ongoing assessment work Through December 2014 (the expiration of the current assessment grant), the Coalition will continue to conduct Phase I and II Environmental Site Assessments on sites meeting the eligibility requirements until funding for Task 2 activities is expended (anticipated to be June of 2014). The remaining properties

identified as potential brownfields and/or already evaluated for eligibility will be included in the Initial Site List along with properties identified in Mineral County once the new grant is awarded. The Initial Site List will be made available to the Coalition representatives during a quarterly meeting for consideration, evaluation, and amendment. Priority will be given to sites that pose a significant danger to the public, have a high likelihood of redevelopment, or serve a vital community and/or economic need. Following the meeting, Coalition members will present the sites to their respective county/town boards to gain public input on priority sites and recommendations for other sites. Each county representative will identify at least one primary and one alternative site to move forward with site eligibility evaluation. The Site List will be updated as new sites are identified. Coalition members will bring new priority and alternate site recommendations to the quarterly meetings. During quarterly meetings, the Coalition will approve sites for EPA eligibility evaluation based on input from county representatives, recommendations of the contracted QEP and funding availability. Outputs: 1 Initial Site List and 2 Annual Updated Site Lists. Cost Estimate: 20 hours of personnel/fringe for Program Management and Administration (\$1,415) and \$8,000 in contractual services by the QEP.

Task 2 - Environmental Site Assessments

HS: \$208,013; P: \$89,148; T: \$297,161

The contracted QEP will prepare and submit site eligibility forms for Coalition-approved sites to the Program Manager for review and subsequent submittal to the EPA Project Officer for review and determination. While the QEP's evaluation of priority sites should identify qualified assessment candidates, some sites may be determined to be ineligible by the EPA Project Officer. In such cases, the QEP will complete site eligibility forms for alternate sites to ensure at least one property in each county is assessed. As Phase I Assessments are completed, new site eligibility forms will be prepared based on the Site List and available budget. The Coalition anticipates completing 20 site eligibility forms, of which up to two of the sites may be determined to be ineligible. ASTM Phase I Assessments will be prepared by the QEP for sites approved by the EPA. At a minimum, one property located in the jurisdiction of each Coalition member will be assessed for potential contamination. It is anticipated up to 18 sites will be selected for Phase Is and up to four sites will require Phase IIs. Prior to beginning work on any Phase II, a Sampling and Analysis Plan will be prepared and submitted to the EPA for review and approval. Program Manager will review all outputs before submission to the EPA. As the Phase Is and IIs are completed, site information will be added to the ACRES database. Outputs: Up to 20 Site Eligibility Forms, up to 18 Phase I Assessments, up to 4 Sampling and Analysis Plans, up to 4 Phase II Assessments, and up to 18 ACRES Property Profiles. Cost Estimate: 100 hours of personnel/fringe for Program Management and Administration (\$7,161). Contractual costs include \$500 per EPA Site Eligibility Form for site research and preparation of 20 Forms (\$10,000), \$8,000 per Phase I for 18 Phase Is (\$144,000), \$4,000 per Sampling and Analysis Plan for 4 Plans (\$16,000), and \$30,000 per Phase II for 4 Phase IIs (\$120,000). The estimated costs for the Phase Is and IIs are high due to the remote locations (on average 250 miles from the nearest urban center) and size of the properties (its estimated up to half of the sites assessed may be in excess of 40 acres).

Task 3 - Cleanup/Reuse Planning

HS: \$15,541; P: \$6,660; T: \$22,201

The Coalition will begin cleanup/reuse planning as the Phase II Site Assessments are completed and anticipates completing four cleanup/reuse plans. The recent award of a Revolving Loan Fund (RLF) to the coalition partnership of Nye, Esmeralda, Lincoln and White Pine Counties will allow for funding to expedite cleanup activities. Cleanup plans will be consistent with the format of an Analysis for Brownfields Cleanup Alternatives (ABCA), if the property owner intends to borrow funding from the RLF. The QEP will prepare the ABCA or other approved cleanup/reuse plans based on input received from Coalition representatives, community members and organizations, and property owner. Outputs: 4 cleanup/reuse plans. Cost Estimate: 30 hours of personnel/fringe for Program Management and Administration (\$2,201). Contractual costs are based on four cleanup/reuse plans at \$5,000 per plan (\$20,000).

Task 4 - Area Wide Planning

HS: \$39,408; P: \$16,889; T: \$56,297

The Coalition will update the existing Area Wide Plan to include Mineral County, new sites, and current regional planning considerations focused on renewable energy related reuse prospects, other economic development initiatives, and community enhancement opportunities. The Plan describes the history, commonalities, and differences between the Coalition members; provides a description of key renewable energy terminology, clean energy policies, planning initiatives, pertinent developments and potential market considerations; lists sites identified and assessed under the Brownfields Program and proposed redevelopment opportunities; provides planning recommendations; and reports measures of

success. The QEP, with support from the Coalition members, will be responsible for the update to the Area Wide Plan for the original five counties, preparation of a new section on Mineral County, and incorporation of new and updated information into the Coalition-wide sections. Additionally, the Coalition property location map and the county renewable resource maps included in the Area Wide Plan will be updated and a new set of maps for Mineral County will be prepared. GIS map layers will be provided to the Coalition members, and the Area Wide Plan and maps will be uploaded to the Coalition website. Outputs: 1 updated Area Wide Plan, 1 updated Coalition Map, 6 Mineral County Maps, and 7 updated Maps for each of the other five counties. Cost Estimate: 60 hours of personnel/fringe for Program Management and Administration (\$4,297). Contractual costs include \$15,000 to update the Coalition-wide sections, \$3,000 to update each of the five county sections (\$15,000), \$10,000 to prepare the Mineral County section, and \$12,000 for map development and updates.

Task 5 - Public Outreach

HS: \$114,104; P: \$48,666; T: \$162,770

The Program Manager, Program Administrator, and contracted QEP will update the Public Outreach and Community Involvement Plan, with preparation of a new section on Mineral County, to guide community engagement. Coalition representatives and the QEP will meet on a quarterly basis to discuss program activities. During the first Coalition meeting immediately following the selecting of the QEP, the program objectives, Public Outreach and Community Involvement Plan (including the inter- and intra-communications element of this Plan), and the Initial Site List will be the primary topics. Nye County will hold one public meeting to approve the cooperative agreement and each Coalition county will hold one public meeting to approve the Coalition MOA. Coalition representatives will coordinate with their respective county to seek public input on the Initial Site List and offer additional site and priority recommendations. Each county representative will be responsible for updating their jurisdiction on program activities impacting their community based on the information obtained during the quarterly meetings and for soliciting input on potential sites to be included on the Site List, with the support of the QEP as needed. Fact Sheets for each site undergoing Phase Is and IIs will be prepared by the QEP. The QEP will update the website (www.rdsbc.org) quarterly based on program activities and accomplishments. Other website uploads will include Property Fact Sheets, Phase Is and IIs, Cleanup/Reuse Plans, the Area Wide Plan, Maps, and Quarterly Meeting Agendas and Summaries. Many of the community partners will include a link to the Coalition website and post community-specific updates on their respective websites and in newsletters (see Table 5). Coalition members will also participate in a minimum of two local, regional, or national Brownfields conferences to provide information on the program and gather insight from other communities. Outputs: 1 Updated Public Outreach/Communications Plan, 12 Quarterly Meeting Agendas and Minutes, 18 Property Fact Sheets, 12 website updates, and up to 18 public meeting presentations. Cost Estimate: 410 hours in personnel/fringe for Program Management and Administration (\$23,29). Travel costs include 2 conferences at \$9,000 per conference for 6 Coalition participants and covers conference registration fees, transportation, per diem meals and lodging (\$18,000). Supplies costs are estimated at \$1,550 for printing outreach materials, such as the Fact Sheets and Maps. The contractual costs are estimated at \$3,000 for one updated Public Outreach/Communications Plan (including preparation and distribution), \$3,000 per Quarterly Coalition Meeting (includes detailed summary of activities completed during the quarter, preparation for and participation in the meeting, and meeting summary) for 12 meetings (\$36,000), \$1,500 per Property Fact Sheet for 18 Fact Sheets (\$27,000), \$1,500 per update for 12 Quarterly Updates to the Coalition website (\$18,000), and \$2,000 per meeting for 18 Public Outreach Meetings (\$36,000).

Task 6 - Program Management /Reporting

HS: \$29,897; P: \$12,813; T: \$42,710

The Nye County Budget/Fiscal Analyst will monitor progress of grant activities, development and completion of outputs, and budget status. Nye County, as the lead applicant, will be responsible for preparing and submitting quarterly progress reports, annual financial status reports, Minority-Owned Business Enterprise (MBE)/Woman-Owned Business Enterprise (WBE) utilization updates, and a final program report in compliance with the program requirements and the cooperative agreement. The quarterly and final reports will track the measures of success as provided in Table 7. Outputs: 12 quarterly progress reports, 3 annual SF425 federal financial reports, 3 MBE/WBE utilization updates, and 1 final progress and SF425 federal financial report. Cost Estimate: 796 hours in personnel/fringe for Program Management and Administration (\$42,710).

Task 7 - Institutional Controls

HS: \$6,612; P: \$2,834; T: \$9,446

The Coalition is in the process of evaluating two institutional control options, including: 1) adding a

provision in the evaluation of construction projects by Coalition Members who have local planning departments for brownfield status and assessment records and 2) requiring a Phase I for tax-foreclosed properties with observed environmental impairment prior to public auction, for which the cost would be recovered in the auction price. The Coalition will monitor and assess the success of these institutional controls if implemented under the new Grant. If successful and a recognized need exists, the QEP will consult with Mineral County on the passage of an institutional control in their County. **Outputs:** Up to 1 new institutional control and 1 report on the impact of implemented institutional controls. **Cost Estimate:** 20 hours of personnel/fringe for Program Management and Administration (\$1,446) and \$8,000 in contractual services.

Table 3: Proposed Hazardous Substance Assessment Budget

Budget Categories	Project Tasks							Total
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	
Personnel	\$732	\$3,706	\$1,139	\$2,224	\$11,890	\$21,805	\$748	\$42,244
Fringe	\$258	\$1,307	\$402	\$784	\$4,364	\$8,092	\$261	\$15,471
Travel					\$12,600			\$12,600
Supplies					\$1,250			\$1,250
Contractual	\$5,600	\$203,000	\$14,000	\$36,400	\$84,000		\$5,600	\$348,600
Other								\$0
	\$6,590	\$208,013	\$15,541	\$39,408	\$114,104	\$29,897	\$6,612	\$420,165

Table 4: Proposed Petroleum Assessment Budget

Budget Categories	Project Tasks							Total
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	
Personnel	\$314	\$1,588	\$488	\$953	\$5,096	\$9,345	\$321	\$18,105
Fringe	\$111	\$560	\$172	\$336	\$1,870	\$3,468	\$113	\$6,630
Travel					\$5,400			\$5,400
Supplies					\$300			\$300
Contractual	\$2,400	\$87,000	\$6,000	\$15,600	\$36,000		\$2,400	\$149,400
Other								\$0
Total	\$2,825	\$89,148	\$6,660	\$16,889	\$48,666	\$12,813	\$2,834	\$179,835

c. Ability to Leverage

The Coalition is committed to leveraging local and county resources to ensure the revitalization of suspected brownfields and increased economic development potential. Through elected officials, staff, and contractors, each Coalition member is actively working with renewable energy stakeholders to promote industry development and expansion. Prior to formation of the Coalition, the counties had a history of working collaboratively. Nye, Esmeralda, and Inyo entered into an MOA to collaborate on renewable energy and transmission projects, and Nye, Lincoln, and White Pine participate in a tri-county working group that addresses a broad range of issues, including clean energy development and coordination with state and federal agencies. The Coalition will continue to build on these agreements and relationships to promote the assessment, remediation, and reuse of brownfields.

Nye County has had great success leveraging past Brownfields awards, and it was through the Brownfields Program and the Mine-Scarred Lands Initiative that the County was introduced to the potential redevelopment of brownfields for renewable energy. Nye subsequently leveraged DOE funding to facilitate seven successful renewable energy workshops for developers, regulators, and other critical stakeholders to share ideas about how to develop the industry in the County and region. Nye County also prepared renewable resource maps that were used as the basis for the mapping completed by the Coalition under the area wide planning phase. White Pine County is now using its own DOE award to include additional layers in its renewable resource maps which were funded through the 2011 Assessment grant and study the feasibility of clean energy development in the County. The Coalition will pursue other state and federal Brownfields funding, such as Cleanup Grants, and those members that are eligible will utilize the current Nye County Brownfields RLF to continue work on brownfields in the area. The Coalition will encourage qualified applicants, when identified, to seek Brownfields Revolving Loans to assist in cleanup activities. The Coalition will pursue private funding and may seek additional funding from other entities, such as the

USDA Rural Development, the HUD Community Development Block Grant Program, the U.S. Economic Development Administration, and other sources of state and federal assistance to leverage and expand the work initiated by its Brownfields program. Furthermore, the Coalition will continue leveraging revenue received from leasing former brownfields to assist in marketing and redevelopment efforts.

3. Community Engagement and Partnerships

a. Plan for involving the Targeted Community

By implementing the Public Outreach and Community Involvement Plan developed under the 2011 Assessment grant, Coalition members have developed good working relationships with numerous community and regional groups throughout the Coalition area. Under the 2011 Assessment grant, the Coalition created and launched a website (www.rdsbc.org), which provides information about site identification, assessment, and planning activities throughout the Coalition area. The Coalition will utilize this website to provide program updates to the public, consistent with guidance from the Public Outreach and Community Involvement Plan. Local and regional entities that support the Coalition activities and are committed to its success include town boards and city councils, school districts, local specialty boards, economic development authorities, colleges/universities, chambers of commerce, environmental groups, and other community organizations. The commitments of these groups (see letters of support) will be included in the Public Outreach and Community Involvement Plan update. At public meetings, the Boards of County Commissioners for the Nevada counties and the Board of Supervisors for Inyo County approved participation in the Coalition. Upon award, the Nye County Board of Commissioners, the governing body of the lead agency, will finalize, approve, and sign the cooperative agreement and MOA for the Coalition. Once approved by EPA, the remaining Coalition members will announce the grant award and approve and sign the MOA. All meetings held by the governing bodies will be publicly noticed per statutory requirements and will be open to all citizens and stakeholders. In addition to public meetings, the Coalition will use the Public Outreach and Community Involvement Plan to disseminate updates about Coalition activities, and request public feedback on the Coalition's Brownfields Program. Each county will designate a main point of contact to represent the member county at Coalition and public meetings. This contact will report feedback received from the community to the Coalition. Teleconference and video conference systems will be utilized where possible to reduce travel costs and minimize resource consumption.

A major component of the previous work completed by the Coalition was an area-wide plan with a focus on renewable energy. The Coalition will continue updating and revising the area-wide plan as well as developing an area-wide plan for Mineral County. The Coalition will solicit input from citizens and stakeholders by opening a thirty-day comment period on the plan. Comment periods will be advertised on the Coalition and partner websites, through local media outlets, and via notifications in local newspapers.

b. Partnerships with Government Agencies

i. Nevada Division of Environmental Protection (NDEP) and California Department of Toxic Substance Control (DTSC) are the agencies that provide regulatory oversight of environmental projects for the Coalition, and have provided letters of acknowledgement of the Coalition's application (see Attachment II). Both agencies have demonstrated their support through active involvement in assisting the Coalition. DTSC has been extremely helpful in assisting the Nevada-based Coalition members in understanding California's regulatory structure and in guiding the Coalition by providing access to its Brownfields program development. Most recently, Nye County's Grant Administrator was invited to meet with DTSC representatives to review the process DTSC uses in implementing its Brownfields Revolving Loan Fund. The Coalition also gratefully acknowledges NDEP's willingness to share its experiences and program framework relevant to their Brownfields Revolving Loan Fund. In addition to working with the individual Coalition members, both DTSC and NDEP have assisted the Coalition in communicating with property owners to fully understand both organizations' involvement in the process, including reporting requirements under California and Nevada law if contamination is identified during a Brownfields investigation, and subsequent responsibilities to ensure contamination is addressed and these efforts are reported to the local jurisdictional authorities.

NDEP departments and programs, including the Abandoned Mine Lands and the Integrated Source Water Protection (formerly Wellhead Protection) Programs, documented their support in the letter of acknowledgement of the Coalition's application, including a statement to the effect that they will provide regulatory support, technical assistance, and access to NDEP data on privately-owned mine scarred lands. As many mine-scarred lands have the potential to support renewable energy, NDEP and the Coalition fully

support the assessment and redevelopment of these lands. Furthermore, the Nevada State Office of Energy and Governor's Office of Economic Development have committed to collaborate on initiatives undertaken by the Coalition (see Attachment IV).

ii. Coalition members work cooperatively with local, state, and federal agencies on various related projects, consistent with guidance from the 2011 Public Outreach and Community Involvement Plan. Town Boards and City Councils, which serve as entry points to the public area, are aware of the Coalition program, and work proactively with these entities to get input on potential priority sites, redevelopment and business initiatives, issues of environmental and community concern, and the effective public outreach methods.

One of the Coalition's objectives is to assess mine-scarred lands throughout the Coalition area, which coincides with the Bureau of Land Management's (BLM) 2010 initiative to reach out to mining claim owners to assist in mitigating abandoned hazards associated with mines (BLM, "Outreach to Mining Claimants about Abandoned Mine Hazards,"). With the assistance of NDEP, the Coalition will work to assess sites on private lands as identified and needed. BLM has also been working to promote the sound development of renewable energy on public lands (BLM "New Energy for America). Nye County, the lead applicant, has a strong working relationship with BLM and is a signatory to an MOU with four of the BLM district offices with oversight of the region. Nye County will leverage this existing relationship to gather insight and input on Coalition activities, allowing the Coalition to effectively coordinate and collaborate with BLM.

The Coalition will build on its relationships with state and federal agencies in both Nevada and California to develop partnerships with additional agencies to help promote participation and collaboration in Coalition initiatives. The Coalition will also directly involve local planning agencies, public works departments, natural resource departments, town boards, city councils, and school districts in the site identification and area-wide planning phases.

c. Partnerships with Community Organizations

Coalition members have extensive relationships with community-based, regional, non-profit, and training organizations across the Coalition area. The Coalition will draw on existing relationships with organizations (as documented in the updated Public Outreach and Community Involvement Plan) and will leverage those to help build additional relationships with other organizations throughout both Nevada and California. These organizations will act as liaisons between the Coalition, community members, and stakeholders. Letters of support from each organization listed in Table 5 are included in Attachment IV.

Table 5: Community-Based Organizations

Organization	Contact	Telephone	Organization Function
Amargosa Conservancy	Jordan Kelley	760-852-4339	Public Outreach
Bishop Chamber of Commerce	Tawni Thomson	760-873-8405	Public Outreach
Death Valley Chamber of Commerce	Amy Noel	760-852-4420	Public Outreach
Great Basin College	Mark Curtis	775-727-2000	Public Outreach; Education/Training
Great Basin Resource Watch	John Hadder	775-348-1986	Public Outreach
Lincoln County Regional Development Authority	Mike Baughman	775-883-2051	Public Outreach; Education/Training
Lone Pine Chamber of Commerce	David Blacker	760-876-4444	Public Outreach
Mineral County Economic Development Authority	Shelley Hartmann	775-945-5896	Public Outreach; Education/Training; Workforce Development
Nevada Governor's Office of Economic Development	Peter Wallish	775-687-9900	Technical Assistance
Nevada Rural Housing Authority	Eddie Hult	775-887-1178	Site Identification; Reuse Development
Nevada Small Business Development Center	Sam Males	775-784-1717	Technical Assistance; Small Business Support; Education/Training
Nye Communities Coalition	Stacy Smith	775-727-9970	Public Outreach; Education/Training
Nye County Regional Economic	Cassandra	775-453-6196	Public Outreach; New Business

Organization	Contact	Telephone	Organization Function
Development Authority	Selbach		Support
Rural Nevada Development Corporation	Ferrel Hansen	775-289-8519	New Business Support
University of Nevada, Las Vegas	Daniel Gerrity	702-895-3701	Technical Assistance

4. Project Benefits

a. Health and/or Welfare and Environment

Brownfield sites present a myriad of health and public safety issues in our communities, including: potential exposure to surface and air-borne contaminants like heavy metals and chemicals from mine-scarred lands; abandoned properties that create an aesthetic nuisance and present physical hazards and blight; and possible soil and groundwater contamination associated with legacy facility operations (e.g. Formerly Utilized Defense Sites, abandoned diesel truck stops and gasoline stations, and old farmlands with improperly managed petroleum and chemical storage areas). Redevelopment of brownfields will lead to improved groundwater, soil, and air quality through assessment and mitigation of contaminated sites. Health concerns associated with exposure to contaminants include increased incidence of cancer, neurological and respiratory diseases, kidney disease, and other serious illnesses. Though the Coalition has been successful in identifying and assessing several brownfield sites to date, the full extent of contamination is not yet realized as the Coalition area contains many different types of potential sites, including mine-scarred lands. Additional funding is required to expand the site inventory and conduct further assessments, broadening the pool of potential sites that can take advantage of Brownfields Revolving Loan Fund programs.

The Brownfields Assessment grant will help fund identification, assessment, and ABCAs (or cleanup and reuse planning, as appropriate) for sites. Assessment and planning will remove redevelopment obstacles, which also reduce or obstruct the welfare of the communities in which the sites are located. Assessment and ultimately cleanup of these sites will reduce the contamination exposure not only to sensitive populations, like the elderly and disabled, but to the entire community. During the assessment phase, appropriate controls, such as restricted access, will be put into place to reduce or eliminate exposure to contaminants by residents. Samples extracted during assessment will be properly disposed of and the results of assessment activities will be utilized to develop cleanup and reuse plans and set out steps to prevent future contamination. Additionally, cleanup funds are currently available for properties located in four of the six Coalition counties through the Nevada Rural Brownfields Partnership Revolving Loan Fund (RLF). Mineral County can access funding through NDEP's Brownfields Revolving Loan Fund Programs and Inyo County can access funding through California's Cleanup Loans and Environmental Assistance to Neighborhoods (CLEAN) Loan Program and DTSC's Revolving Loan Fund Program. Moving forward with cleanup of assessed sites found to be contaminated under this Coalition Assessment Grant, will further protect the health and welfare of our residents and reduce degradation of our environment.

b. Environmental benefits from Infrastructure Reuse/Sustainable Reuse

i. The member counties have a common history of previously disturbed lands, including mine-scarred lands. Most of these sites are suitable for redevelopment once contamination concerns have been mitigated. Under the 2011 Assessment grant, the Coalition developed an area-wide plan to promote sustainable redevelopment of these lands, which used local planning documents as the basis for its reuse recommendations. Many brownfields in the Coalition area still contain necessary infrastructure, such as electrical transmissions, water supplies, roads, etc., that may be utilized for redevelopment of these sites. The arid, desert climate in all the member counties brings the added challenge of water quality and quantity. Wellhead Protection Planning efforts and initiatives conducted by individual communities and Coalition members identified several potential contaminant sources, including scrap yards, former mining and mill sites, old gas stations, etc., within source water protection areas. The Brownfields Program presents the Coalition with an opportunity to assess and mitigate these potential contaminant sources in a manner consistent with the Wellhead Protection Programs. Additionally, the Nevada Rural Brownfields Partnership Revolving Loan Fund promotes the use of innovative, green remediation techniques.

ii. The Coalition's project directly supports five out of the six goals of the HUD-DOT-EPA Livability Principles. The Coalition will **enhance economic competitiveness** by expanding business access to

markets through the development of renewable energy corridors in resource rich, centrally located communities as well as the targeting of other industry sectors. The project will **support existing communities** and improve **affordable housing options** by targeting brownfields for innovative agriculture applications to improve community access to fresh, healthy food options and for redevelopment as energy-efficient, affordable housing options. The Coalition will **leverage federal investment** and build on the success of previous grants and federal expenditures to pursue renewable energy redevelopment on recycled lands (which is an initiative of EPA and NREL); to support efforts to protect and preserve the integrity of groundwater supplies consistent with existing Wellhead Protection Plans (also an EPA initiative); and to continue efforts to advance renewable energy developments in Nye and White Pine as funded by federally directed projects through DOE. Resources developed and lessons learned will be transferred to the other Coalition members (Nye County's DOE grant provided the framework for the renewable resource maps included in the area wide plan, and White Pine County's current grant is being leveraged to develop additional map layers specific to the county and provide an in-depth analysis of energy development potential in the county). The Coalition's project **values communities and neighborhoods**, and the Coalition will continue to involve the communities in the target areas throughout the brownfields assessment, remediation, and redevelopment process to ensure the unique characteristics of the communities are preserved, particularly the wide-open spaces and natural environments.

c. Economic and/or non-economic benefits

i. The Coalition has been successful under the 2011 Assessment grant and anticipates further success with approval of this grant application and expansion of the growing renewable energy industry. Coalition members are familiar with the impacts brownfields funding has on revenue generation potential. Nye County, for example, currently receives revenue from option to lease payments at the Tonopah Airport, a former brownfield site, redeveloped as an industrial park with renewable energy projects and an environmentally-sustainable mill reprocessing facility. Coalition members have already increased job opportunities and tax revenues, as well as other economic benefits from promoting renewable energy in the form of Pattern Energy's Spring Valley Wind Farm (151.8 MW) Project in White Pine County, Solar Reserve's Crescent Dunes Solar project (110 MW) located north of Tonopah in Nye County, and implementation of Valley Electric Association's residential solar hot water heater program (one of the largest in the country) in the Town of Pahrump (Nye County).

ii. The Coalition understands the need to prepare the local workforce for employment opportunities, considering the high unemployment in the Coalition jurisdictions. The Coalition will work with Nye County's Environmental Workforce and Job Training Program and the County's former Brownfields Job Training Program coordinators and participants as well as other green job training programs across the region to ensure that participants are aware of employment opportunities associated with Phase I and II Assessments and future opportunities in other green job sectors, such as renewable energy. During negotiations with developers, the Coalition will evaluate the potential for development agreements to include clauses related to local hiring of employees to ensure that residents are involved in Brownfields revitalization within their communities. Supporters of the Coalition include several entities experienced in providing job training/workforce development, such as Nye Communities Coalition, Mineral County Economic Development Authority, and Business and Home Services. Promotion of local hiring and procurement will begin immediately upon award of the Coalition's Assessment Grant, as the Qualified Environmental Professional proposal package will be evaluated on a point scale, with additional points awarded to contractors that are willing to subcontract local resources, including the regional economic development authority for each Coalition county, to expedite the assigned scope of work (i.e. site identification, public outreach, and reuse planning tasks).

5. Programmatic Capability and Past Performance

a) Programmatic Capability

Nye County monitors natural resources, environmental processes, utility-scale developments, and renewable energy resources, and has established team members and procedures to ensure project completion and fund management in accordance with approved work plans and financial management practices. In the event Nye County faces employee turnover, the current staff is equipped to manage the workload until a qualified replacement is identified and selected.

Nye County staff, including the Geoscience and Acting Natural Resources Manager and the Budget/Fiscal Analyst, will oversee the Coalition Program as they have under the 2011 Assessment grant.

They will work with Nye County Purchasing to prepare a Request for Proposals (RFP) to secure a qualified contractor to perform the Program tasks. Prior to advertisement, Amy Fanning (Budget/Fiscal Analyst) will review the RFP to ensure it meets all statutory requirements, the grant work plan, and cooperative agreement requirements. Responses to the RFP will be evaluated jointly by Levi Kryder (Geoscience and Acting Natural Resources Manager) and Ms. Fanning. A contractor will be recommended for selection and approved by the Nye County Board of Commissioners. Nye County Purchasing will negotiate the final contract.

Mr. Kryder will serve as the Coalition Program Manager. Mr. Kryder has a Bachelor degree in Geophysical Engineering with extensive project management experience, particularly in the areas of natural resources, environmental issues, and contamination concerns. Mr. Kryder will provide direction to contractors regarding the project goals and expected outcomes, ensure the Program is consistent with Nye County's policies and renewable energy development plans, and will oversee and review all technical outputs/deliverables. Expenditures of grant funds, including all payments to contractors, will be overseen by Ms. Fanning. Ms. Fanning has a Bachelor degree in Business Administration and is responsible for ensuring compliance with all federal, state, and local regulations regarding expenditure of grant funds, procurement, and contractual review (including all applicable Federal Wage Rate requirements), and will monitor expenditures and oversee submittal of financial and project progress reports to the EPA. Ms. Fanning will also be responsible for records maintenance and Program Administrative duties. Mr. Kryder and Ms. Fanning will participate in Coalition meetings with project partners and public outreach meetings to obtain public input on the Coalition's project.

b) Audit Findings

Nye County is audited annually by an independent auditor per OMB Circular A-133 requirements. No adverse findings have been found from an OMB Circular A-133 audit or other federal, state, or local government inspectors general audit and no special "high risk" terms and conditions have been required.

c) Past Performance and Accomplishments

i. Nye County has received many EPA and other federal grants to initiate and facilitate the Brownfields Program and most recently Nye has used the funding to include a regional approach.

1. Table 6 provides a summary of Nye County's current and most recent EPA Assessment and Revolving Loan Fund grants. In 2005, the EPA awarded Nye County hazardous materials and petroleum Brownfields Assessment Grants. In 2011, Nye County, as the lead county for the Coalition, was awarded a Brownfields Assessment Grant for petroleum and hazardous substances. In 2013, the EPA awarded Nye (Lead), Esmeralda, Lincoln, and White Pine a Brownfields Revolving Loan Fund.

Table 6: EPA Grant Management History (as of December 31, 2013)

Year	Type	Amount	Amount Expended	Reports on Time	Reports Accepted	Achieved Results
2005	Hazardous Assessment	\$400,000	\$400,000	Yes	Yes	Yes
2005	Petroleum Assessment	\$200,000	\$200,000	Yes	Yes	Yes
2011	Coalition Hazardous Assessment	\$700,000	\$466,794	Yes	On-going	On-going
2011	Coalition Petroleum Assessment	\$300,000	\$200,055	Yes	On-going	On-going
2013	Revolving Loan Fund	\$1,000,000	\$0	Yes	On-going	On-going

Nye County has an exemplary history of managing federal grant funds from the EPA. Nye County managed previous grants such that all quarterly reports, property profile forms, and annual financial status reporting have been completed in accordance with their approved work plans. Nye County Finance ensures proper payment to subcontractors and County staff and has maintained routine communication with grantors to ensure that any questions regarding financial management of the grants have been addressed. Throughout management of federal grant funds, Nye County has complied with federal budgeting and reporting guidelines. ACRES reporting has evolved from bulk updates at regular intervals to site-specific updates as needed. A property profile is created once a site has been deemed eligible. The profile is subsequently updated after completion of Phase I and II reports and a clean-up/reuse plan, as applicable.

The 2011 Brownfields Coalition Assessment Grant began on October 1, 2011. Funds are anticipated to be expended by June 2014 with the close of the grant period on December 30, 2014. As the number of potential brownfield sites currently exceeds available funding, additional funding is needed to continue site identification, assessment, and area-wide planning activities.

A QEP is currently being solicited for the 2013 Revolving Loan Fund Grant, with an estimated date in February 2014 for a contract to be executed. As such, no contractual or loans funds have been expended as of December 31, 2013. Project activities began on October 1, 2013 and will conclude on September 30, 2018. Funds will be expended through clean-up activities on assessed brownfield sites, many of which are anticipated coming from the Coalition Assessment Program.

2. Nye County's participation in the EPA Brownfields Assessment programs as well as the Mine-Scarred Lands Initiative led to its participation in the Brownfields to Brightfields program, and subsequently refocused the County's redevelopment toward renewable energy and other sustainable initiatives in 2004. Since that time, four solar energy developers signed options to lease at the Tonopah Airport (one of Nye County's first Brownfields) and one company is currently moving forward with development of a 20 MW solar project at the site. Solar panels have been installed at the new Nye County Government Administration building in Pahrump, Nevada (another brownfields site). Interest from the renewable energy program also has leveraged participation by the solar industry on non-brownfields sites, and the development goals (reuse of existing infrastructure and more sustainable development of existing private lands) were accomplished as Solar Reserve used infrastructure from the former Anaconda Mine (north of Tonopah, Nevada) to construct its 110 MW Crescent Dunes solar power project and First Solar announced plans to develop a Photovoltaic solar plant on former traditional farm land in Amargosa Valley, Nevada.

The Coalition has met or surpassed most of the goals established under the 2011 Assessment Grant and is currently ahead of schedule in completing the remaining goals. Sites identified during the initial identification and prioritization process have either completed the assessment process or are currently undergoing assessment. Through public outreach, communities, public entities, property owners and non-profits have been made aware of the program and additional requests for site assessments have been made to the Coalition. The Coalition is in the last stages of finalizing institutional controls for the five original member counties. The Coalition is conducting discussions with the EPA to transfer funds from grant administration to project tasks for completion of additional site assessments. Nye County maintains accurate information in the ACRES database for assessed sites and all information is up to date as of December 31, 2013. Table 7 was developed for the 2011 Assessment work plan and provides an overview of the Coalition's success. These measures will also be used to track the progress of the 2014 award. In addition to the measures listed in the table below, completed redevelopment activities, public outreach materials, new businesses, new jobs, and increases in tax revenue, property values, and employment rates will also be tracked for the FY2011 and FY2014 grants.

Table 7: Measures of Success

Measures	FY2011 Goal	FY2011 Actual	FY2014 Goal	FY2014 Actual
Site lists	2	2	3	
Site eligibility forms completed (by parcel)	20	33*	20	
ACRES Forms (by parcel)	20	30	18	
Phase I ESAs (by parcel)	20	30	18	
Property Fact Sheets (by parcel)	20	30	18	
Sampling and Analysis Plans (by parcel)	5	4	4	
Phase II ESAs (by parcel)	5	7	4	
Parcels not requiring cleanup activity	N/A	21	N/A	
Proposed cleanup and redevelopment action (by parcel and acreage)	5 parcels	5 parcels; 252.85 acres	4 parcels	
Cleanup activities underway (acres)	N/A	0	N/A	
Cleanup activities complete (acres)	N/A	61.15	N/A	
Clean-up/Reuse plans	5	In progress	4	
Redevelopment activities (by parcel)	N/A	2	N/A	
Area Wide Plan	1	In progress	1	
Coalition/County Maps	N/A	31	37	
Public Outreach Plan	1	1	1	
Institutional Controls	5	In progress	1	
Additional funding leveraged as of 1/22/14	N/A	\$191,809.45	N/A	

Attachment I
Threshold Criteria

1. Applicant Eligibility

Nye, Esmeralda, Lincoln, Mineral, and White Pine Counties, Nevada, and Inyo County, California, are applying as a Coalition for an assessment grant to conduct site identification, Phase I and Phase II Assessments, area-wide planning, and clean-up and reuse planning. Nye County will serve as the lead applicant and grant recipient for the Coalition. Each of the Coalition members is an eligible entity as a general purpose unit of local government as described in 40 CFR 31. Letters of commitment to Nye County to participate in the Coalition have been provided by Esmeralda, Lincoln, Mineral, White Pine, and Inyo Counties and are included in Attachment II. All of the Coalition members understand a Memorandum of Agreement (MOA) must be in place prior to the release of funds under a Brownfields Coalition Assessment Grant.

2. Letters from the State and Tribal Environmental Authorities:

The Coalition has received letters from the Nevada Department of Environmental Protection (NDEP) and the California Department of Toxic Substances Control (DTSC) acknowledging and supporting the Coalition's grant application. Copies of these letters are included in Attachment II.

3. Community Involvement

Under the 2011 Assessment Grant, the Coalition developed a Public Outreach and Community Involvement Plan. This document detailed outreach planning strategies, target audiences and messaging techniques specific to Esmeralda, Inyo, Lincoln, Nye, and White Pine Counties. This plan will be updated to include outreach planning strategies for Mineral County and additional resources identified under the 2011 grant. The plan includes strategies for facilitating outreach and communication within each County and among Coalition members. The Outreach Plan incorporates outreach strategies including public meetings, print and broadcast media resources, emails, websites, and district utility bill inserts. As part of the Outreach Plan, the Coalition developed a website (rdsbc.org) to provide information on current and past activities. The Coalition will maintain this website through regular updates on Coalition activities. The Coalition will continue to implement the Public Outreach and Community Involvement Plan and will incorporate new resources identified during the update process.

4. Site Eligibility and Property Ownership Eligibility:

Nye County is submitting a proposal for a Coalition Assessment Grant. As coalition applications are community-wide, site eligibility or property ownership eligibility criteria are not required for this application.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 27
--

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for XX a.m. Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Presentation by Planning Department staff regarding the 2017 Community Development Block Grant (CDBG) application.

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors: receive a presentation from staff and provide comments and direction.

SUMMARY DISCUSSION:

The primary federal objective of the CDBG program is the development of viable urban communities by providing decent housing and suitable living environments and through expanding economic opportunities, principally, for persons of low- and moderate-incomes (Low-Mod). "Persons of low and moderate income" are defined as families, households, and individuals whose incomes do not exceed 80% of the county median income, adjusted for family or household size. This assistance comes as federally funded grants that are administered by the California Department of Housing and Development (HCD).

Counties with fewer than 200,000 residents in unincorporated areas and cities with fewer than 50,000 residents that do not participate in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) entitlement program are eligible to apply for these grants as non-entitlement communities. Each year, generally in January, the CDBG program releases one combined Notice of Funding Availability (NOFA) encompassing all CDBG-eligible activities, including Community Development, Economic Development, and the Native American and Colonia Set-Asides.

The 2016 CDBG NOFA included funding for (please see attached):

- Enterprise Fund Activities:
 - Business assistance
 - Microenterprise – up to \$300,000 for either or a combination of both
- Housing Activities – up to \$1,000,000
- Public Improvements – up to \$1,500,000
- Public Facilities – up to \$1,500,000
- Planning Activities – up to \$500,000

These amounts are from last year's NOFA, 2016. The amounts for 2017 are unknown right now, but are likely to be comparable. To be eligible for the grant funding a household or community must meet the Low-Mod income qualification of below 80% of the County's median income. In past years, the communities of Tecopa and Lone Pine have met this qualification. In the case of housing activities for individuals, the person or household must meet the Low-Mod qualification.

Currently, there is early interest in 2017 CDBG funding. The Southern Inyo Fire Protection District would like the County to apply for funding for a new firehouse and a community pool. The district needs a new facility to house fire equipment and an office. The pool, which has been identified as a community

swimming pool for the residents of Tecopa as well as a water source for fire protection. By having this water source the homeowner insurance burdens would be far less for residents and the ability to procure mortgages for property in Tecopa would be far easier for current and future residents. This pool would have to be maintained by the Fire District or another group as the County does not have the resources to do so.

The Public Works Department submitted an application in 2013 for upgrades to the Lone Pine water system. Due to unclear geographic area requirements that the County was unable to demonstrate, the grant was not awarded to the County. Public Works would like to apply for this funding again as the Lone Pine water system is in serious need of repair.

This is not an exhaustive list of potential projects for CDBG grant funding and as the process moves forward more entities might come forward with ideas for funding. To pursue the Program, the County will need to first apply for the federal Community Development Block Grant. In order to do this the County must first hold two public hearings. The first public hearing is intended to identify general projects which the County could submit an application. The second public hearing, which must be held at least 30-days after the first public hearing, is to consider a specific application.

COUNTY ADMINISTRATIVE OFFICER ANALYSIS:

The CDBG public hearing process may result in the your Board being asked to consider supporting other CDBG grant applications, from other eligible organizations and – similar to the CDBG-funded water system improvement project the County undertook on behalf of the Darwin Community Services District several years ago – these grant proposals could place significant demands on County staff resources and pose a greater fiscal risk to the County. These are demands and risks that the County can ill-afford at this time.

In light of the current economic crisis, Inyo County does not currently have the staff resources or the depth of fiscal security necessary to allow staff to recommend undertaking any CDBG applications on behalf of other public entities when the proposed projects would demand anything more than County staff authorizing payments and signing-off on required quarterly and annual reports. Obviously, being able to limit the County's involvement in this manner requires (1) that the project for which CDBG funding is sought is a high priority project for the County; and, (2) your Board have a high degree of confidence in the organization on whose behalf the County is applying for the funds.

Realistically, challenges currently facing the County will make even undertaking the CDBG public hearing process, including the development of associated staff reports and developing or evaluating potential grant applications, difficult to accomplish well. If your Board decides to initiate the CDBG funding process it is recommended that (1) the Program be assigned to the County Planning Department, and (2) that your Board exercise extreme prejudice in considering any CDBG grant applications.

ALTERNATIVES:

- Agree to set a public hearing date for very soon after the CDBG NOFA is released and another for 30-days after that and participate in the program.
- Do not agree to set public hearing dates and do not participate in the program.

OTHER AGENCY INVOLVEMENT:

US Department of Housing and Urban Development, California Department of Housing and Development, Southern Inyo Fire Protection District, Inyo County Public Works Department, and other outside agencies that may seek funding.

FINANCING:

If the Board decides to proceed with the CDBG application process, it will potentially require staff resources to write grant proposals, coordinate with other agencies in the preparation of grant proposals and noticing public hearings, preparing staff reports and reviewing the grant applications. County staff time would be required to manage any sub-recipient agreements with outside agencies if they are awarded a grant, including the review and approval of fund requests, issuance of checks, and reviews and sign-offs on quarterly, annual and final reports.

<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)



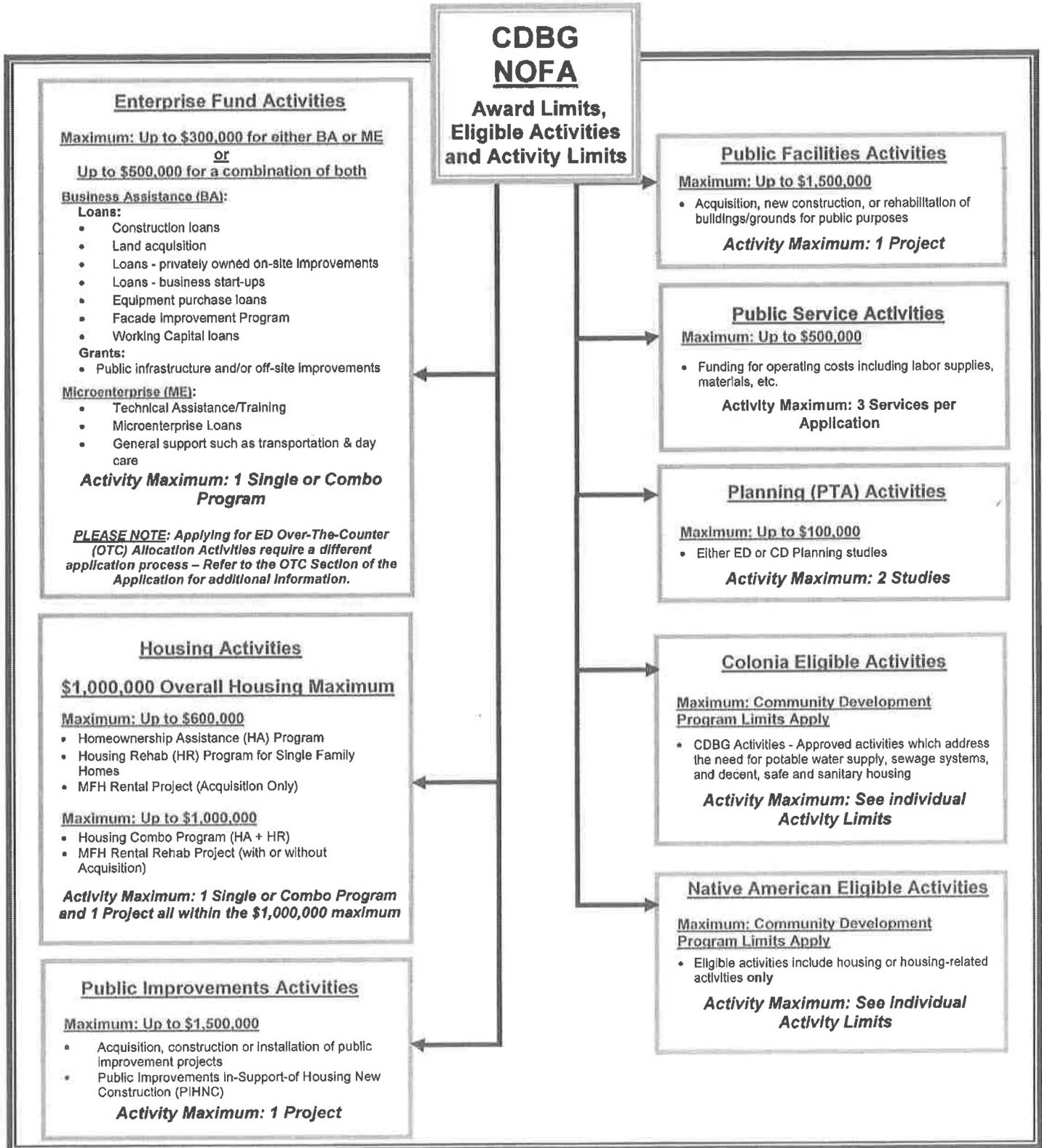
Date: 11/29/16

Attachment: 2016 CDBG Application – Funding Limits and Eligible Activities Chart

2016 CDBG APPLICATION

Funding Limits and Eligible Activities Chart

Application Maximum is \$2,000,000, excluding Colonia and Native American Activities.





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 28
--

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Short-term vacation rentals in the Inyo County Residential Zoning Districts.

RECOMMENDATION: Receive a presentation from staff regarding options for allowing short-term vacation rentals in Residential Zones and provide input and direction on the future of this use.

SUMMARY DISCUSSION: On October 18, 2016, planning staff reviewed the history and current status of short-term vacation rental uses in the County's residential zones. As it currently stands, these uses are not legal with regard to the County's Zoning Code, and as such, they are considered a zoning violation. This has become more of an issue since the introduction of renting single family homes or rooms out of single family homes, and other even more creative modes of renting properties in single family zoning districts, through on-line services. Many jurisdictions, especially those with high tourist attraction have been, or are currently, working on ways to address this.

Currently, the Inyo County Zoning Ordinance does not directly address short-term vacation rentals and staff has been operating off a 2006 finding by the Board of Supervisors that states it is not an allowed use in the County's residential zones. Arguments can be made for and against the use based on the absence of direct language and in any case, it is in the County's best interest to update the zoning code to reflect whether or not it is allowed.

After the presentation on October 18, 2016, your Board asked that staff return with more information on conditional use permits and how short-term vacation rental overlays could be used to define areas where this use might be allowed. Your Board also requested ideas for public outreach on the issue as well as for the County Assessor to provide information on ways to streamline the assessment for taxing homes being used for short-term vacation rentals.

Zoning Basics

A jurisdiction's zoning ordinance regulates the land uses within it. It assigns each piece of property to a zone that describes the parameters for how the land in it may be used. Zoning classifications, such as "R-1" for single-family residences, provide the means to achieve the goals and policies for land use as set forth in the General Plan and the zoning regulations must be in compliance with it. Typically, zoning ordinances describe the principle permitted, conditional and accessory uses for each of the zoning classifications in the jurisdiction, as well as, the development standards. Each of the zones includes allowable uses and standards such as, minimum lot size, maximum building height, and minimum yard setbacks. In most local ordinances, Inyo County's included, the development of principle permitted uses per the Zoning Code, do not require a public hearing.

Zoning Designations and Short-Term Vacation Rentals

Although the County could update the zoning code for short-term vacation rentals to be an allowed use in all of the residential zones, generally these more controversial uses are best addressed by a process that requires a public hearing and is decided by the body responsible for making zoning decisions, primarily the Planning Commission. This way, the people in the surrounding community or neighborhood can

weigh in on whether they think an application should be approved and can express any concerns they have about it. The application is also reviewed and evaluated by staff and presented to the Planning Commission. The most common way this type of process is conducted is with a conditional use permit.

Conditional use permits must be applied for and currently the County requires a \$1,490 fee deposit. Staff analyzes the proposed use against specific findings' requirements and presents this information and a recommendation to the Planning Commission. The required findings for a conditional use permit are that it:

1. Meets the provisions of the California Environmental Quality Act.
2. Is consistent with the Inyo County General Plan.
3. Is consistent with the Inyo County Zoning Ordinance
4. Is necessary or desirable.
5. Properly relates to other uses and transportation and service facilities in the vicinity.
6. Would not, under all the circumstances of the case, affect adversely the health or safety of persons living or working in the vicinity or be materially detrimental to the public welfare.
7. Is necessary for the operating requirements of the site.

Staff also presents any conditions of approval that are deemed necessary for the use permit. This includes indemnification language for the County and any other requirements specific to the proposed use. In the case of short-term vacation rentals, if specific requirements are not identified in the zoning code, they can be added within the conditional use permit's approval. The Planning Commission considers these findings and conditions and any public comments in making their decision.

In the context of short-term vacation rentals, a wide range of issues could be addressed with built in regulations or added as conditions of approval on a case by case basis. This can include, but is not limited to:

- parking
- noise
- quiet hours
- vehicle trips
- number of days per year a home can be used as a vacation rental
- limit to only rooms out of a house, with property manager/owner present and not the whole house
- owner verifications that building and safety standards are being met
- signage
- limitations on the number of guests allowed per visit
- trash removal
- compliance with all required taxes
- proof of adequate insurance
- home and yard maintenance
- neighborhood disturbance prevention
- requirements for responsible parties to provide contact information for property management issues and complaints

If the County chooses to allow for short-term vacation rentals as a conditional use, it will first need to decide which zoning districts it wishes to allow the use in. A zone text amendment would need to be prepared to add short-term vacation rentals as a conditional use in the chosen zones. Within the zone text

amendment process the County could also decide to add requirements to address issues such as those listed above. This way, these issues potentially would not have to be added as conditions of approval on each proposed short-term vacation rental.

Zoning Overlays

Overlay zones provide an additional layer of standards to the zoning code. They are often set up to protect specific features such as natural and cultural areas, but they can also be used as an addition to the underlying zoning to allow and/or regulate a specific use. In any case, the underlying zoning remains intact. Any standards or protections set forth by an overlay zone must also comply with and not contradict the underlying zoning.

There are a couple of ways that an overlay zone could be used by the County to regulate short-term vacation rentals. Either way would require a text amendment to the County Zoning Ordinance to include the allowance of the use and establish regulations for the use. A map amendment would also be required to illustrate where the overlay zones are. One way to implement this would be to determine where the County would allow short-term vacation rentals and show these areas on a map. This would require extensive public outreach to determine the areas to apply the overlay and ideally would require agreement from all of the property owners within a proposed overlay. These areas could be identified by starting with requests from people or groups who wish to establish them on their property or groups of properties. Once the overlay zones are determined and adopted, short-term vacation rental use would be allowed within them. The overlay areas should also include regulations that could include those relating to the issues listed above.

Another way to implement short-term vacation rental overlays would be to establish regulations for the use and then require anyone who wishes to have the overlay on their property apply for an overlay. This could be set up to allow applications for overlays on a parcel by parcel basis or require that they be done in groups, blocks or neighborhoods, etc.

Either method of applying overlay zones would require a text amendment to include short-term rental overlays and regulations for the use, along with map amendments identifying where the overlays are located. This process would also require a public hearing with the Planning Commission and two public hearings with the Board of Supervisors, which would provide several opportunities for public input on where they can be located and what will be allowed within them. With either method the County could also limit or require a minimum number of parcels included within each overlay.

Another way the County could allow and regulate short-term vacation rentals in residential zones, would be to require both an overlay zone and a use permit approval. The overlay zones could be developed as described above. Once a property is included within an overlay the owner could apply for a use permit to operate a short-term vacation rental within it. Having provisions for both the overlay and use permit would provide for more scrutiny on this use and allow for more public input.

Potential Health and Safety Issues

Although, County Environmental Health and Public Works staffs have indicated they currently have no issues with short-term vacation rentals with regard to the health and safety regulations they are responsible for overseeing, your Board may decide to included language that requires applicants for

short-term vacation rental uses provide verification that their properties meet building safety and health requirements.

Tax Issues – Inyo County Treasurer Tax Collector

If your Board decides to pursue allowing short-term rentals within the unincorporated areas of Inyo County the Tax Collector Treasurer will need to update the County's tax ordinance as it is quite old (1965) and currently does not address or allow for short-term vacation rentals. This limits the ability of the tax collector to recover penalties from people who are not reporting or paying taxes on this use.

Tax Issues – Inyo County Assessor

Short-term vacation rental appraisals will create some additional work for the assessor. The assessor estimates that these appraisals can take up to an hour. The assessor currently enrolls these properties when it is discovered someone is operating a vacation rental business out of their home. As a matter of practice, the assessor sends a questionnaire to the property owner requesting information that is used to determine what parts of the house and what items in the house are used for the business. If the questionnaire is not sent back, the assessor has to use his judgement to determine a value. Ideally, a site visit would occur and an assessment would be made. There is always the potential for an audit, but more commonly an estimate of value would be determined without one. The assessor determines the value of the house and uses it with the value of the personal property involved to arrive at a total value. Once this value is determined it is forwarded to the auditor-controller where the tax rate is applied. Mono County, for example, uses a value range of \$0-\$350,000 to derive a dollar amount of \$3,500 to be added to the appraised value of the home. This equates to \$35 in property tax. If Inyo County could follow this practice, then property taxes of \$35 would be a practical estimate of the amount that can be collected from short-term vacation rental businesses. It should also be noted, especially to anyone interested in pursuing this as a home business, that taxes to special districts can also go up as the house stops being considered as residential use and becomes a commercial use property for taxing purposes. The Southern Inyo Hospital and Fire Districts are a good example of this and the amount added by these districts can be significant.

Public Outreach

If your Board chooses to pursue allowing short-term vacation rentals in the County's residential zones, a series of public workshops should be held to gauge the overall public interest in or objections to the use. Workshops can be held in Bishop, Independence and Tecopa to provide good coverage of comments and opinions across the County.

ALTERNATIVES:

1. Your Board could decide to leave the County's short-term vacation rentals status quo. This would mean that these uses would continue in the County illegally and could potentially cause more Zoning Violation cases. It should be noted that if your Board decides to leave short-term rentals an illegal use, it would be beneficial to update the Code to clearly reflect this.
2. Allow short-term rentals in any residential district, but only as a conditional use. Conditional use permits require a noticed Planning Commission hearing, allowing for neighbors to comment. It would also require compliance with the California Environmental Quality Act. Within the

Conditional Use Permit conditions of approval could be required for various issues specific to the neighborhood such as for noise and parking.

3. Create an overlay district that could be applied to appropriate individual parcels, neighborhoods, or other parcel groupings to allow short-term rentals in that district.
4. Create an overlay district that could be applied to appropriate individual neighborhoods to allow short-term rentals in that district and also require a use permit.

NEXT STEPS: Staff will use the Boards direction to continue work on the issue of short-term vacation rentals in the County's residential zoning districts.

OTHER AGENCY INVOLVEMENT: Inyo County Tax Collector Treasurer, Inyo County Assessor, Inyo County Environmental Health and Public Works Departments and the County Sheriff.

FINANCING: General fund resources are utilized to review and update the County's Zoning Code.

<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: 11/29/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 29

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Report and Discussion regarding Recent Developments concerning Recycling Processing in Inyo County

DEPARTMENTAL RECOMMENDATION:

Request your Board receive an update on recent developments with recycling processing operations in Inyo County.

SUMMARY DISCUSSION:

In November, 2016 the Inyo County portion of Sierra Conservation Project was acquired by Bishop Waste. The attached report outlines how changes resulting from the purchase affect the County.

ALTERNATIVES:

Your Board could choose not to receive an update to the recent developments with recycling processing and its effect on Inyo County's budget.

OTHER AGENCY INVOLVEMENT: None

FINANCING: No costs are associated with this report, however, the interim contract referred to in the report was not included in the FY 2016-2017 Solid Waste Budget, but will be paid from 5265 Professional and Special 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> N/A </u> Date <u> </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 <u> </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> N/A </u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 12/6/16



COUNTY OF INYO
Administrative Services
163 May Street
Bishop, California 93514

Date: December 13, 2016
To: Board of Supervisors
From: Rick Benson, Asst. County Administrator
RE: Recent Developments Concerning Recycling

For several years the Sierra Conservation Project has been processing recyclables for the County in exchange for space at the Bishop-Sunland landfill. This arrangement has been beneficial to the County as it provided us with a low cost method to properly process recyclables removed from the waste stream.

Last month we were informed that the Inyo County portion of Sierra Conservation Project was acquired by Bishop Waste. The company further informed us that they will not be utilizing the area at the landfill that was leased by Sierra Conservation project, but instead will be processing recyclables at their new recycling processing center in the Town of Mammoth Lakes.

With this change in their operations, we do not have a readily available on-site alternative. As a result, a short term contract through March 30, 2017 for recycling processing was effectuated to ensure that recycling of plastics and glass will continue to be available to the public at each of Inyo County's manned solid waste facilities.

While the Sierra Conservation Project Recycling Processing center was located at the Bishop-Sunland Landfill the processing of Inyo County recyclables was being accomplished in lieu of rent. Inyo County's short-term contract with Bishop Waste for the hauling and processing of recyclables comes with a direct cost to Inyo County of \$303 per recycling roll-off container. Inyo County typically fills eight (6) to ten (10) recycling roll-off containers per month.

The next step will be for Inyo County Recycling and Waste Management Program to issue a Request for Proposals (RFP) in January of 2017 to obtain competitive proposals for the processing of recyclables. Our goal is to ensure that County costs are minimized while services are continued, and possibly expanded, for the residents of Inyo County.

The Recycling and Waste Management Program will continue to update your Board concerning any changes to the availability and processing of recyclables as may occur in the future.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 30

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

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Presentation regarding Year End Performance - Eastern Sierra Child Support

DEPARTMENTAL RECOMMENDATION:

Request your Board receive a presentation regarding the Eastern Sierra Child Support Program.

SUMMARY DISCUSSION:

Eastern Sierra Department of Child Support serving Inyo and Mono Counties, actively seeks to provide Family-Centered Services through partnerships with other State and County agencies, to establish and collect consistent child support payments for families.

Region-wide, the agency has 1303 open cases at the end of Federal Fiscal Year 2015-2016. Eastern Sierra Child Support establishes paternity, child support orders, performs locate functions, and performs enforcement actions in all cases with current and/or past due child support.

This 20 minute workshop will focus on Federal Fiscal Year 2015-2016 collections and performance. The presentation will also include important program statistics and highlight new objectives developed to improve collections in 2017.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

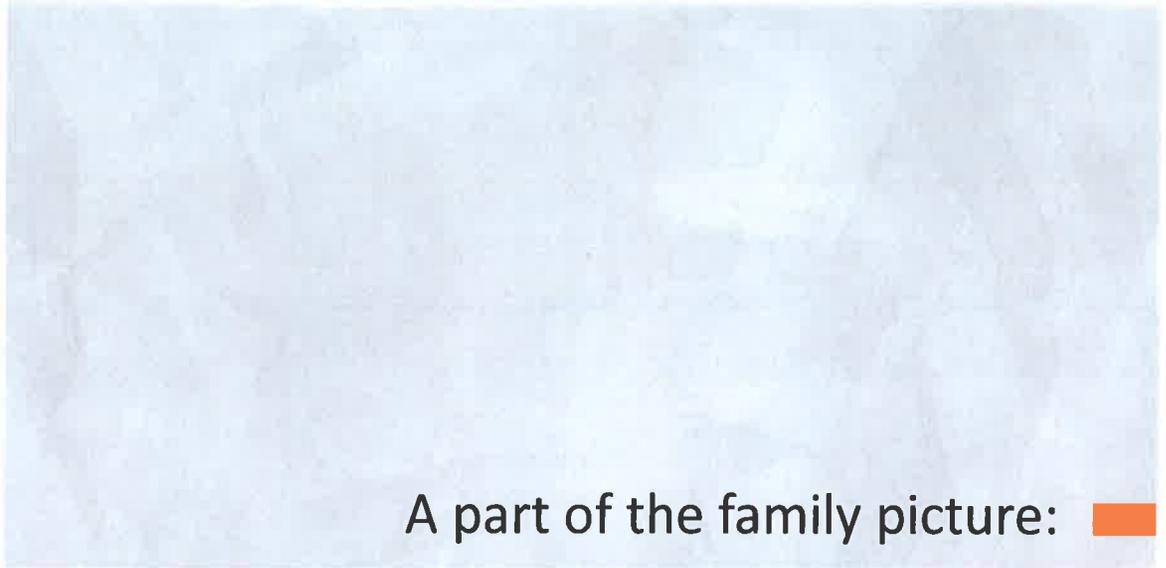
APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 11/7/16



A part of the family picture: 

Introducing

Eastern Sierra Child Support Services



Who Were We?

- **Prior to 1999 we prosecuted Child Support cases through the District Attorney's Office.**
- **These were handled as criminal cases.**
- **Child support orders were not based on ability to pay.**



Who are we now?

We are a family support agency!

Our mission is to promote family self-sufficiency and improve the quality of children's lives through reliable child support payments.

We work with:

- * Custodial and non-custodial parents
- * Courts
- * Health and Human Services
- * Local schools and
- * Community resources in Inyo and Mono Counties to support well-being of children.



EASTERN SIERRA CHILD SUPPORT

How do we help families?



- We Locate Parents, encouraging co-parenting
- We Establish Paternity
- We Request Child Support Orders from Court
- We Enforce and Collect Court Orders
- We Modify orders as Circumstances Change

How are we improving the customer experience?



- Encourage stipulations
- Customer service surveys
- Increased self service options (online and over the phone)
- Decreasing wait times to speak with a caseworker and get questions answered.
- Emphasizing the importance of reliable and consistent payments.
- Providing a neutral third party in the order setting process.
- Ensuring all parties are treated equally.

We ask ourselves: “If I was the customer, would this be good enough for me?”

How is the program funded?

- Rated by the Federal Office of Management and Budget as the best managed, most effective Social Services program
- A federally (66%) and state (34%) funded program that encourages families to become self-sufficient
- ALLOCATION: Our annual funding is termed our “allocation” which has remained relatively unchanged since 1999.
- Inyo and Mono County Child Support Departments merged in 2011.
- Annually, we are allocated \$1,389,595 to run the regional program.



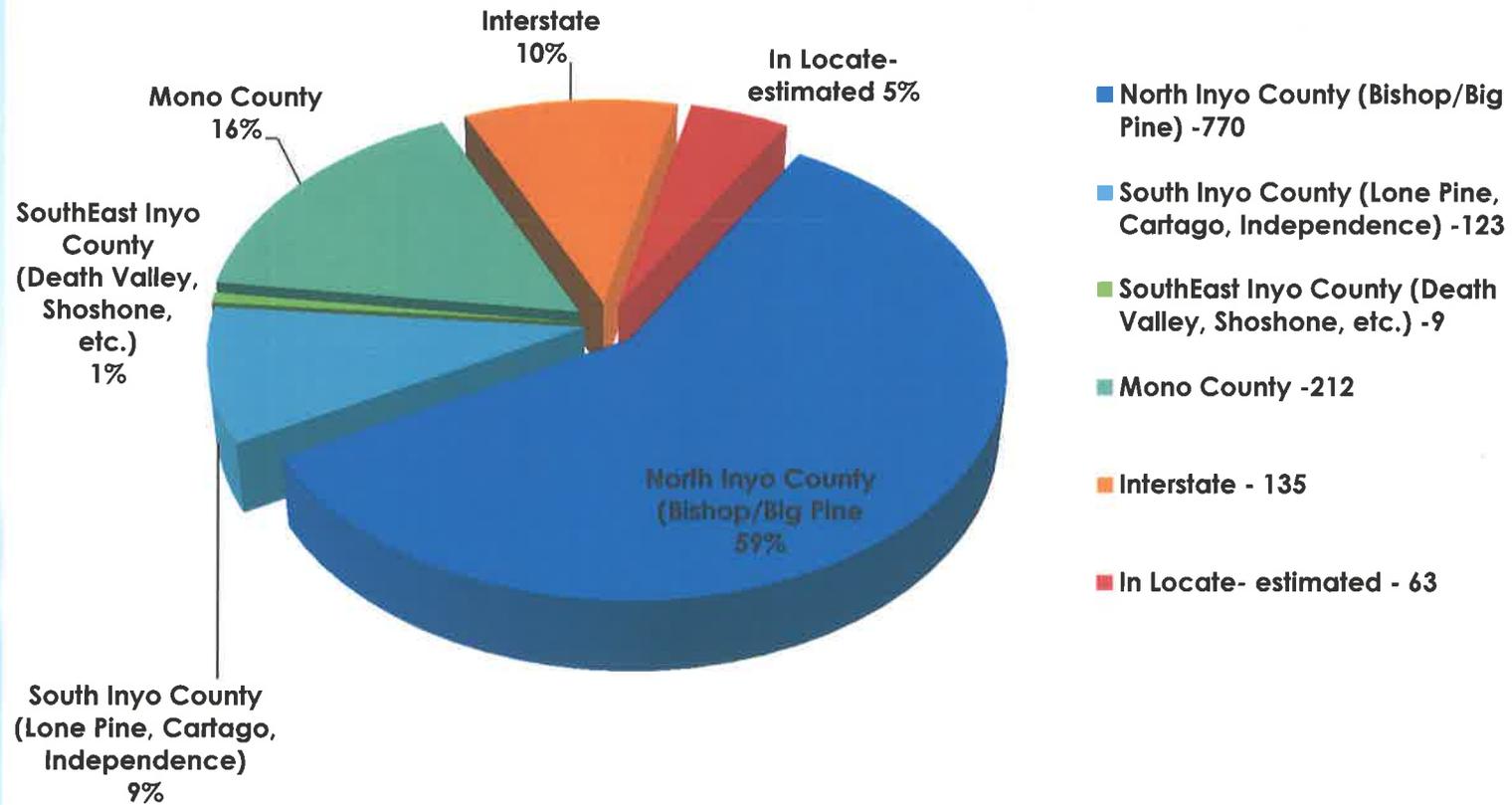
How Have We Reduced Expenditures Since Regionalization?

Over the last five years we have under-expended our allocation by \$1,810,570.00



Where do our customers live?

Caseload by Area September 2016



What Performance Measures Exist for our Program?

Federal Performance Measures

- Establish Paternity
- Establish Child Support Orders
- Current Collections Performance
- Arrears Collection Performance
- Cost Effectiveness Measure

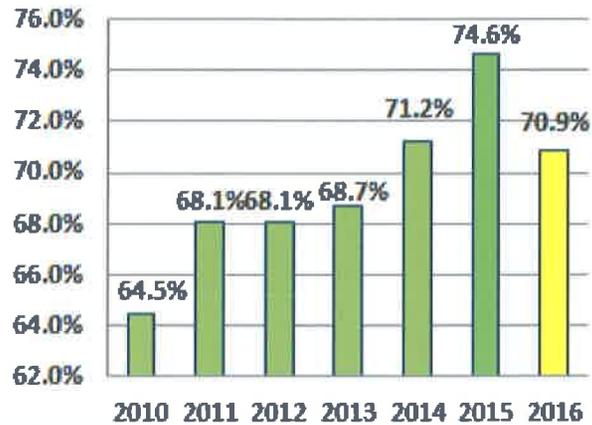
State Performance Measures

- In addition, state law requires that our agency submit to the California Department of Child Support Services a Performance Management Plan outlining the goals to increase collections for the coming Federal Fiscal Year (October – September).

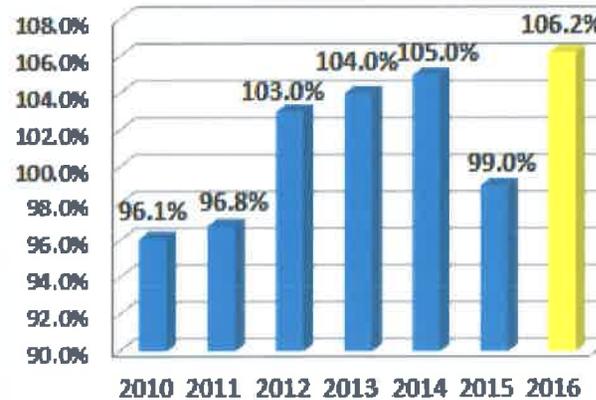


Performance Measures Since 2010

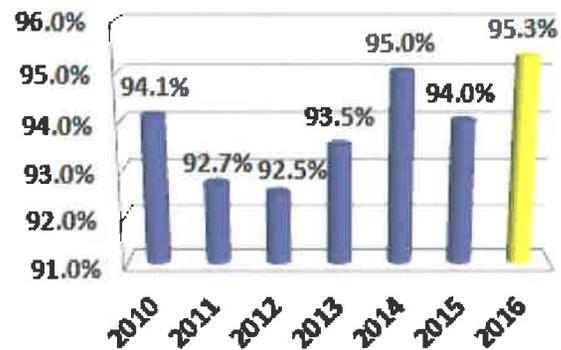
Collections on Current Support



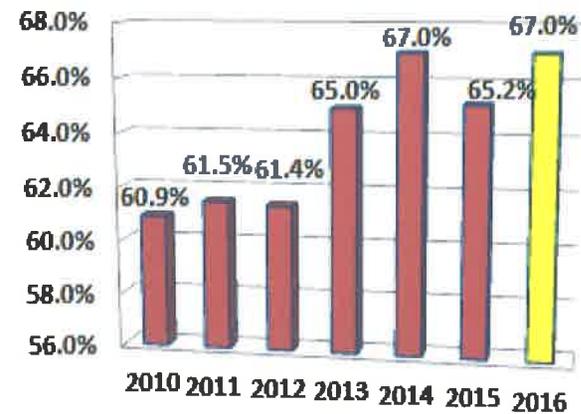
IV-D Paternity Established (Pep)



Cases With Support Orders Established

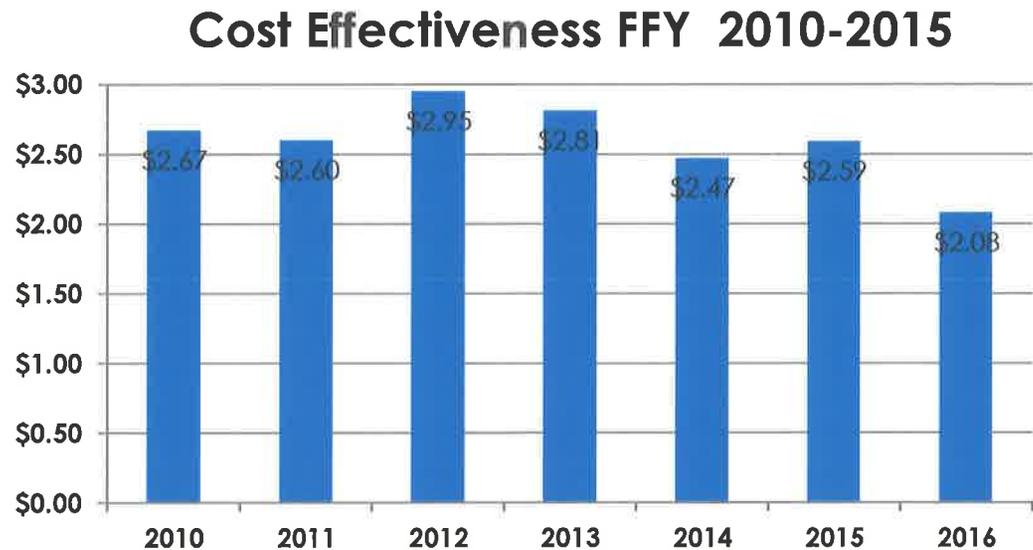


Cases With Arrears Collections



Child Support is Cost Effective

Our cost effectiveness continues to stay above \$2.00



***Cost Effectiveness is our total collections divided by our total expenditures during the FFY.**

Child Support Provides Benefits for the Government

RECOVERY OF PUBLIC ASSISTANCE:

* **Inyo County 2015-2016**

Combined State/Federal/County Total
Recoupment:

State- \$74,414.39

Federal- \$73,341.49

County- \$9,618.60

* **Mono County 2015-2016**

Combined State/Federal/County Total
Recoupment:

State- \$7,781.68

Federal- \$9,118.49

County- \$9,870.86



Child Support Provides COLLECTIONS FOR FAMILIES

Child Support Professionals Work to Increase Collections for Families:

Total Distributed Collections FFY 2015-2016:

Inyo County- \$ 1,763,897.00

Mono County- \$ 665,289.00

Total- \$ 2,429,186.00



How do we work with employers?

Child Support Services partners with employers to provide for the support of our families by assisting with filling out forms and answering questions. We do this by:

- **Chamber of Commerce Outreach**
- **Job Fair participation and outreach**
- **Dedicated point of contact to assist with child support questions and paperwork.**
- **Proactive outreach to follow up on Income Withholding Orders to answer questions.**



How do we help the community?



- Annual Backpack drive for school age children.
- Hospital outreach and paternity declaration training.
- Teen pregnancy outreach
- Volunteer at school and community events such as the Children's Art Day.
- Secret Santa drive for a needy family every Christmas.
- Employment outreach services for both custodial and non custodial parents.
- Compromise of Arrears program.
- Tribal Outreach





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 31

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11 a.m. Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Extension of Interim Urgency Ordinance to Prohibit New Non-groundwater Neutral Agricultural Uses in Pearsonville

PLANNING DEPARTMENT RECOMMENDATION:

Conduct a public hearing and enact the attached Ordinance entitled An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 65858(a) Extending Interim Ordinance No. 1200 – An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 65858(a) Prohibiting New Non-groundwater Neutral Agricultural Uses and Declaring the Urgency Thereof.

SUMMARY DISCUSSION:

On January 5, 2016 the Board enacted an Interim Ordinance prohibiting new non-groundwater neutral agricultural uses in Pearsonville. That Interim Ordinance would have expired after 45 days. On February 16, 2016 the Board enacted an extension of 10 months and 15 days to the Interim Ordinance (refer to Exhibit B). Staff has largely concluded its research, but still is in the process of preparing amendments to the General Plan and Zoning Code, and recommends that the Board extend the Interim Ordinance for 1 year, as permitted by Government Code Section 65858(a), to complete this work.

Government Code Section 65858(a) requires that the County issue a report describing the measures taken to alleviate the condition which led to the Interim Ordinance; accordingly, a report has been prepared (refer to Exhibit C). In summary, staff has evaluated relevant conditions, and has undertaken public outreach in the form of a community meeting in Pearsonville on May 4, 2016. Staff anticipates continuing finalizing General Plan and Zoning Code amendments that will represent a permanent solution to the issues.

Government Code Section 65858(a) requires that the Board conduct a public hearing to extend the ordinance. Accordingly, a notice of public hearing was published in the Inyo Register on December 3, 2016. Although not required, a notice of public hearing was also mailed to all property owners in Pearsonville.

Environmental Review: The Interim Ordinance revises regulations, is intended to avoid impacts and protect the public safety, health, and welfare, and will have no potential significant adverse impact on the physical environment. Therefore, it is not subject to the California Environmental Quality Act (CEQA) per the "General Rule" [CEQA Guidelines, Section 15061(b)(3)].

ALTERNATIVES:

- Do NOT extend the Ordinance, thereby allowing applications for new non-groundwater neutral agricultural uses to be processed. This alternative is not recommended due to the immediate threat to the public safety, health, and welfare.
- Extend the Ordinance for a lesser amount of time. This is not recommended due to the guidance provided by Government Code Section 65858.
- Return to staff with other direction.

OTHER AGENCY INVOLVEMENT:

Inyo County Building & Safety Division, Water Department, and Environmental Health Department; Kern County and others working to develop the Groundwater Basin Plan

FINANCING:

General Fund Resources were utilized to process the Ordinance.

<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: 12/6/16

Exhibits:

- A. Interim Ordinance
- B. Board Order for Ordinance No. 1200
- C. Memo Describing Measures Taken to Alleviate Conditions

ORDINANCE NO. _____

AN INTERIM ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA PURSUANT TO GOVERNMENT CODE SECTION 65858(a) EXTENDING INTERIM ORDINANCE NO. 1200 – AN INTERIM ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA PURSUANT TO GOVERNMENT CODE SECTION 65858(a) PROHIBITING NEW NON-GROUNDWATER NEUTRAL AGRICULTURAL USES IN PEARSONVILLE AND DECLARING THE URGENCY THEREOF.

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE. PURPOSE/AUTHORITY.

The purpose of this interim ordinance is to extend Ordinance No. 1200 which was an extension of Ordinance No. 1198, which prohibited new non-groundwater neutral agricultural uses in Pearsonville. This ordinance is enacted pursuant to the authority given this Board of Supervisors by the California Planning and Zoning Law, set forth in Government Code 65000 et seq., which authorizes a county to enact ordinances governing the uses of land within its jurisdiction. Specifically, Government Code Section 65858 enables the County to adopt interim zoning ordinances to protect the public safety, health, and welfare.

SECTION TWO. DECLARATIONS AND FINDINGS.

The County has consistently supported agriculture and provides excellent resources for it and related uses. Recently, several proposals have been described to develop portions of the Pearsonville within the Indian Wells Valley Groundwater Basin with pistachio farms, which require large amounts of water to cultivate. Little surface water is available within the Basin, and it is anticipated that such development would exclusively utilize groundwater.

California is experiencing the most severe drought on record, and increasing demand has stretched limited water supplies. The State of California and Inyo County have declared drought-related emergencies. The Indian Wells Groundwater Basin is in overdraft, and a plan is being developed to address groundwater issues within the Basin pursuant to the Sustainable Groundwater Management Act of 2014. Kern County recently modified the Indian Wells Valley Land Use Plan to reduce potential increases in groundwater use within its portion of the Basin.

Development of new groundwater intensive agricultural uses within the Inyo County portion of the Basin could severely exacerbate these existing conditions. Increases in groundwater production within the Inyo County portions of the Basin may result in potential impacts to the environment in the County and in neighboring Kern and San Bernardino counties.

The County is working to amend its rules, procedures, policies, and regulations to address groundwater intensive agricultural uses in Pearsonville. Updates to the Inyo County Code, and possibly the General Plan and other relevant plans, will be necessary to account for these uses. Therefore, proposals in the near future for groundwater intensive agricultural uses within Pearsonville may be in conflict with any longer-range modifications to the zoning ordinance, General Plan, or other relevant planning tools that may be instituted to minimize environmental impacts on the physical, social, and economic environment of Inyo County. If not properly studied, such proposals are an immediate threat to the public safety, health, and welfare, and approval of entitlements for non-groundwater neutral agricultural uses would be an immediate threat to the public safety, health, and welfare.

Government Code Section 65858 permits enactment of an interim ordinance regarding land use matters to protect the public safety, health, and welfare while studies are being carried out to address the relevant issues. This Ordinance will prohibit new non-groundwater neutral agricultural uses in Pearsonville while the County implements appropriate regulations in compliance with applicable law. It is urgent and essential for the protection of the public safety, health, and welfare of the citizens of Inyo County, and the public benefit of the State and neighboring counties, that new water intensive uses within the Indian Wells Valley Groundwater Basin be regulated by the County to minimize potential impacts to the physical, social, and economic environment.

SECTION THREE. EXTENSION

Ordinance No. 1200 is hereby extended for one (1) year.

SECTION FOUR. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION FIVE. EFFECTIVE DATE.

This Ordinance is intended to protect the public safety, health, and welfare pursuant to Government Code Section 65858 and shall be in full force and effect immediately upon a four-fifths vote of the Board of Supervisors. This Ordinance shall be of no further force and effect One (1) year from its date of adoption and cannot be extended again.

PASSED AND ADOPTED this 13th day of December 2016, by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk to the Board

By: _____
Darcy Ellis, Assistant

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of *February, 2016* an order was duly made and entered as follows: **AMENDED**

Ord. 1200 Extending
Urgency Ordinance 1168
Re Water Use in
Pearsonville Area

The Chairperson opened the public hearing at 11:45 a.m., on the Ordinance titled "An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 6585(a) Extending Interim Ordinance No. 1198 - An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 65858(a) Prohibiting New Non-groundwater Neutral Agricultural Uses and Declaring the Urgency Thereof." The Planning Director, Josh Hart, reviewed the staff report and recommendation, which was to extend the ordinance to provide staff sufficient time to prepare the mandatory report. The Board heard from Pearsonville area residents Janice Pearson and Warren Hageman, who opposed the ordinance because it was impacting just a small area of the County and because it would adversely impact the economy of the area. Earl Wilson of Lone Pine provided additional information on what he understands Kern County is doing, saying they are going to rezone to allow Conditional Use Permits for agriculture. The Chairperson recessed the public hearing at 12:15 p.m. On a motion by Supervisor Kingsley and a second by Supervisor Tillemans, Ordinance 1200 was enacted, with the understanding that the Board can terminate the ordinance any time by between now and the ending date of the ordinance which is 10 months and 15 days: motion unanimously passed and adopted.

WITNESS my hand and the seal of said Board this 16th

Day of February 2016



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing	
CC	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	_____
Other Planning	_____
DATE: March 14, 2016	

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of *March, 2016* an order was duly made and entered as follows:

Ord. 1200 Extending
Urgency Ordinance 1168
Re Water Use in
Pearsonville Area

The Chairperson opened the public hearing at 11:45 a.m., on the Ordinance titled "An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 6585(a) Extending Interim Ordinance No. 1198 - An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 65858(a) Prohibiting New Non-groundwater Neutral Agricultural Uses and Declaring the Urgency Thereof." The Planning Director, Josh Hart, reviewed the staff report and recommendation, which was to extend the ordinance to provide staff sufficient time to prepare the mandatory report. The Board heard from Pearsonville area residents Janice Pearson and Warren Hageman, who opposed the ordinance because it was impacting just a small area of the County and because it would adversely impact the economy of the area. Earl Wilson of Lone Pine provided additional information on what he understands Kern County is doing, saying they are going to rezone to allow Conditional Use Permits for agriculture. The Chairperson recessed the public hearing at 12:15 p.m. On a motion by Supervisor Kingsley and a second by Supervisor Tillemans, Ordinance 1200 was enacted, with the understanding that the Board can terminate the ordinance any time by between now and the ending date of the ordinance which is 10 months and 15 days: motion unanimously passed and adopted.

WITNESS my hand and the seal of said Board this 16th

Day of March 2016



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing
CC: _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other Planning _____
DATE: March 11, 2016

ORDINANCE NO. 1200

AN INTERIM ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA PURSUANT TO GOVERNMENT CODE SECTION 65858(a) EXTENDING INTERIM ORDINANCE NO. 1198 – AN INTERIM ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA PURSUANT TO GOVERNMENT CODE SECTION 65858(a) PROHIBITING NEW NON-GROUNDWATER NEUTRAL AGRICULTURAL USES IN PEARSONVILLE AND DECLARING THE URGENCY THEREOF.

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE. PURPOSE/AUTHORITY.

The purpose of this interim ordinance is to extend Ordinance No. 1198 which prohibited new non-groundwater neutral agricultural uses in Pearsonville. This ordinance is enacted pursuant to the authority given this Board of Supervisors by the California Planning and Zoning Law, set forth in Government Code 65000 et seq., which authorizes a county to enact ordinances governing the uses of land within its jurisdiction. Specifically, Government Code Section 65858 enables the County to adopt interim zoning ordinances to protect the public safety, health, and welfare.

SECTION TWO. DECLARATIONS AND FINDINGS.

The County has consistently supported agriculture and provides excellent resources for it and related uses. Recently, several proposals have been described to develop portions of the Pearsonville within the Indian Wells Valley Groundwater Basin with pistachio farms, which require large amounts of water to cultivate. Little surface water is available within the Basin, and it is anticipated that such development would exclusively utilize groundwater.

California is experiencing the most severe drought on record, and increasing demand has stretched limited water supplies. The State of California and Inyo County have declared drought-related emergencies. The Indian Wells Groundwater Basin is in overdraft, and a plan is being developed to address groundwater issues within the Basin pursuant to the Sustainable Groundwater Management Act of 2014. Kern County recently modified the Indian Wells Valley Land Use Plan to reduce potential increases in groundwater use within its portion of the Basin.

Development of new groundwater intensive agricultural uses within the Inyo County portion of the Basin could severely exacerbate these existing conditions. Increases in groundwater

production within the Inyo County portions of the Basin may result in potential impacts to the environment in the County and in neighboring Kern and San Bernardino counties.

The County is working to amend its rules, procedures, policies, and regulations to address groundwater intensive agricultural uses in Pearsonville. Updates to the Inyo County Code, and possibly the General Plan and other relevant plans, will be necessary to account for these uses. Therefore, proposals in the near future for groundwater intensive agricultural uses within Pearsonville may be in conflict with any longer-range modifications to the zoning ordinance, General Plan, or other relevant planning tools that may be instituted to minimize environmental impacts on the physical, social, and economic environment of Inyo County. If not properly studied, such proposals are an immediate threat to the public safety, health, and welfare, and approval of entitlements for non-groundwater neutral agricultural uses would be an immediate threat to the public safety, health, and welfare.

Government Code Section 65858 permits enactment of an interim ordinance regarding land use matters to protect the public safety, health, and welfare while studies are being carried out to address the relevant issues. This Ordinance will prohibit new non-groundwater neutral agricultural uses in Pearsonville until the County can adequately study these issues and adopt appropriate regulations in compliance with applicable law. It is urgent and essential for the protection of the public safety, health, and welfare of the citizens of Inyo County, and the public benefit of the State and neighboring counties, that new water intensive uses within the Indian Wells Valley Groundwater Basin be regulated by the County to minimize potential impacts to the physical, social, and economic environment.

SECTION THREE. EXTENSION

Ordinance No. 1198 is hereby extended for ten (10) months and fifteen (15) days.

SECTION FOUR. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION FIVE. EFFECTIVE DATE.

This Ordinance is intended to protect the public safety, health, and welfare pursuant to Government Code Section 65858 and shall be in full force and effect immediately upon a four-fifths vote of the Board of Supervisors. This Ordinance shall be of no further force and effect ten (10) months and fifteen (15) days from its date of adoption, unless extended pursuant to Government Code Section 65858.

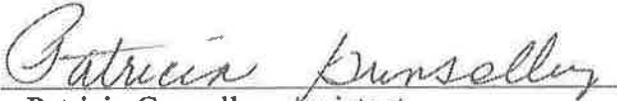
PASSED AND ADOPTED this 16th day of February 2016, by the following vote of the Inyo County Board of Supervisors:

AYES: Supervisors Totheroh, Griffiths, Pucci, Tillemans and Kingsley
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-



Chairperson Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk to the Board

By: 
Patricia Gunsolley, Assistant



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 11 a.m.
 Closed Session
 Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: February 16, 2016

SUBJECT: Extension of Interim Urgency Ordinance to Prohibit New Non-groundwater Neutral Agricultural Uses in Pearsonville

PLANNING DEPARTMENT RECOMMENDATION:

Conduct a public hearing and enact the attached Ordinance entitled An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 65858(a) Extending Interim Ordinance No. 1198 – An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 65858(a) Prohibiting New Non-groundwater Neutral Agricultural Uses and Declaring the Urgency Thereof.

SUMMARY DISCUSSION:

On January 5, 2016 the Board enacted an Interim Ordinance prohibiting new non-groundwater neutral agricultural uses in Pearsonville (refer to Exhibit B). The Interim Ordinance expires after 45 days unless extended. Staff continues its research, and recommends that the Board extend the Interim Ordinance for ten months and 15 days as permitted to complete this work.

Government Code Section 65858(a) requires that the County issue a report describing the measures taken to alleviate the condition which led to the Interim Ordinance; accordingly, a report has been prepared (refer to Exhibit C). In summary, staff continues to evaluate relevant conditions and has undertaken public outreach. Staff anticipates continuing these efforts until a permanent solution can be achieved.

Government Code Section 65858(a) requires that the Board conduct a public hearing to extend the ordinance. Accordingly, a notice of public hearing was published in the Inyo Register on February 6, 2016. Although not required, a notice of public hearing was also mailed to all property owners in Pearsonville.

Environmental Review: The Interim Ordinance revises regulations, is intended to avoid impacts and protect the public safety, health, and welfare, and will have no potential significant adverse impact on the physical environment. Therefore, it is not subject to the California Environmental Quality Act (CEQA) per the “General Rule” [CEQA Guidelines, Section 15061(b)(3)].

ALTERNATIVES:

- Do NOT extend the Ordinance, thereby allowing applications for new non-groundwater neutral agricultural uses to be processed. This alternative is not recommended due to the immediate threat to the public safety, health, and welfare.
- Extend the Ordinance for a lesser amount of time. This is not recommended due to the guidance provided by Government Code Section 65858.
- Return to staff with other direction.

OTHER AGENCY INVOLVEMENT:

Inyo County Building & Safety Division, Water Department, and Environmental Health Department; Kern County and others working to develop the Groundwater Basin Plan

FINANCING:

General Fund Resources were utilized to process the Ordinance.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2/10/16

Exhibits:

- A. Interim Ordinance
- B. Board Order for Ordinance No. 1198
- C. Report Describing Measures Taken to Alleviate Conditions

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 5th day of *January, 2016* an order was duly made and entered as follows:

Ord 1198/Interim Urgency Ordinance Prohibiting New Non-Groundwater Neutral Agricultural Uses in the Indian Wells Groundwater Basin

The Chairperson opened the public hearing at 11:40 a.m. on an interim urgency ordinance titled "An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 6585(a) Prohibiting New Non-groundwater Neutral Agricultural Uses and Declaring the Urgency Thereof." The Planning Director, Josh Hart, reviewed the Staff Report and recommendations. The Agricultural Commissioner, Nate Reade, addressed the Board to talk about the agricultural uses in the area. Earl Wilson of Lone Pine addressed the Board to talk about the impact of the drought on current agricultural uses in the County and supporting the ordinance to limit new water uses. Sophia Merk of Ridgecrest, asked that the reference to the condition of the groundwater basin be changed from severe to critical and to recommend notification to the property owners. The County Administrator introduced an alternative thought that he said might not be politically correct. He prefaced his remarks by saying he was not suggesting that the Board not consider going forward with Interim Urgency 45 day Ordinance. He began his remarks by noting the irony of the situation. He said that Inyo County is an economic desert due to water export to the City of Los Angeles and noted that the City of Los Angeles is doing pretty well economically with Inyo County water. He pointed out that the County is not only an economic desert due to water export, but also to the ensuing land tenure patterns that results in only 2% of the County's over 10,000 square miles being in private hands for potential economic development. He said that the Board, by trying to do the right thing in a global and regional sense, is basically talking about taking some of that 2% privately held land out of economic production, and limiting the little bit of water that remains in Inyo County. He suggested that the Board use the 45 day period to discuss this concept of economic following, explaining that if you take limited, scarce private land, out of potential economic development and limit uses of water for economic gain in Inyo County, it's a very real loss to the County. He pointed out that the groundwater basin that is in overdraft right now is in overdraft to the economic benefit of Kern County and the communities in eastern Kern County. Supervisor Kingsley thanked the County Administrator for his comments. The Board and staff continued to discuss the ordinance. The Chairperson closed the public hearing at 12:02 p.m.

On a motion by Supervisor Kingsley and a second by Supervisor Totheroh, Ordinance 1198 titled "An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 6585(a) Prohibiting New Non-groundwater Neutral Agricultural Uses and Declaring the Urgency Thereof" was enacted: motion unanimously passed and adopted.

WITNESS my hand and the seal of said Board this 5th

Day of January 2016



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

Patricia Gunsolley
Patricia Gunsolley, Assistant

By:

Routing
CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other Planning - Ordinance List _____
DATE: January 20, 2016

ORDINANCE NO. 1198

AN INTERIM ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA PURSUANT TO GOVERNMENT CODE SECTION 65858(a) PROHIBITING NEW NON-GROUNDWATER NEUTRAL AGRICULTURAL USES IN PEARSONVILLE AND DECLARING THE URGENCY THEREOF.

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE. PURPOSE/AUTHORITY.

The purpose of this interim ordinance is to prohibit new non-groundwater neutral agricultural uses in Pearsonville. This ordinance is enacted pursuant to the authority given this Board of Supervisors by the California Planning and Zoning Law, set forth in Government Code 65000 et seq., which authorizes a county to enact ordinances governing the uses of land within its jurisdiction. Specifically, Government Code Section 65858 enables the County to adopt interim zoning ordinances to protect the public safety, health, and welfare.

SECTION TWO. DECLARATIONS AND FINDINGS.

The County has consistently supported agriculture and provides excellent resources for it and related uses. Recently, several proposals have been described to develop portions of the Pearsonville within the Indian Wells Valley Groundwater Basin with pistachio farms, which require large amounts of water to cultivate. Little surface water is available within the Basin, and it is anticipated that such development would exclusively utilize groundwater.

California is experiencing the most severe drought on record, and increasing demand has stretched limited water supplies. The State of California and Inyo County have declared drought-related emergencies. The Indian Wells Groundwater Basin is in overdraft, and a plan is being developed to address groundwater issues within the Basin pursuant to the Sustainable Groundwater Management Act of 2014. Kern County recently modified the Indian Wells Valley Land Use Plan to reduce potential increases in groundwater use within its portion of the Basin.

Development of new groundwater intensive agricultural uses within the Inyo County portion of the Basin could severely exacerbate these existing conditions. Increases in groundwater production within the Inyo County portions of the Basin may result in potential impacts to the environment in the County and in neighboring Kern and San Bernardino counties.

The County is working to amend its rules, procedures, policies, and regulations to address groundwater intensive agricultural uses in Pearsonville. Updates to the Inyo County Code, and possibly the General Plan and other relevant plans, will be necessary to account for these uses. Therefore, proposals in the near future for groundwater intensive agricultural uses within Pearsonville may be in conflict with any longer-range modifications to the zoning ordinance, General Plan, or other relevant planning tools that may be instituted to minimize environmental impacts on the physical, social, and economic environment of Inyo County. If not properly studied, such proposals are an immediate threat to the public safety, health, and welfare, and approval of entitlements for non-groundwater neutral agricultural uses would be an immediate threat to the public safety, health, and welfare.

Government Code Section 65858 permits enactment of an interim ordinance regarding land use matters to protect the public safety, health, and welfare while studies are being carried out to address the relevant issues. This Ordinance will prohibit new non-groundwater neutral agricultural uses in Pearsonville until the County can adequately study these issues and adopt appropriate regulations in compliance with applicable law. It is urgent and essential for the protection of the public safety, health, and welfare of the citizens of Inyo County, and the public benefit of the State and neighboring counties, that new water intensive uses within the Indian Wells Valley Groundwater Basin be regulated by the County to minimize potential impacts to the physical, social, and economic environment.

SECTION THREE. DEFINITIONS

For the purpose of this Ordinance, new non-groundwater neutral agricultural uses shall be development, new well(s), new plantings, or other improvements of private property for the purposes of farming the following, including but not limited to, grains, field crops, vegetables, melons, fruits, tree nuts, flower fields and seed production, ornamental crops, tree and sod farms, other crops, orchards, vineyards or other agricultural products or Agriculture as defined by Inyo County Code Section 18.06.030 using irrigation supplied from groundwater. Pearsonville shall be all private lands within the Pearsonville community, as illustrated in Exhibit A.

SECTION FOUR. MORATORIUM FOR NEW NON-GROUNDWATER NEUTRAL AGRICULTURAL USES IN PEARSONVILLE.

A moratorium is hereby established for non-groundwater neutral agricultural uses in Pearsonville within Inyo County, and no new non-groundwater neutral agricultural uses in Pearsonville (or accessory uses thereto) shall be constructed or begin to operate, and no building permits, electrical permits, plumbing permits, well permits, occupancy permits, subdivisions, variances, use permits, General Plan amendments, zoning reclassifications, or other entitlement requests shall be processed for new non-groundwater neutral agricultural uses in Pearsonville.

SECTION FIVE. SEVERABILITY.

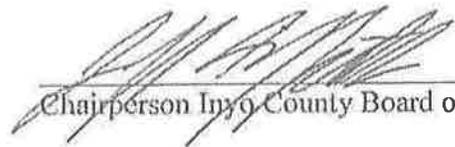
If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION SIX. EFFECTIVE DATE.

This Ordinance is intended to protect the public safety, health, and welfare pursuant to Government Code Section 65858 and shall be in full force and effect immediately upon a four-fifths vote of the Board of Supervisors. This Ordinance shall be of no further force and effect 45 days from its date of adoption, unless extended pursuant to Government Code Section 65858.

PASSED AND ADOPTED this 5th day of January 2016, by the following vote of the Inyo County Board of Supervisors:

AYES: Supervisors Totheroh, Griffiths, Pucci, Tillemans and Kingsley
NOES: -0--
ABSTAIN: -00--
ABSENT: -0-


Chairperson Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk to the Board

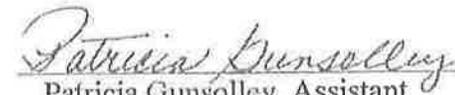
By: 
Patricia Gunsolley, Assistant

Exhibit A – Private Lands Within Pearsonville



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 25
--

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:30 a.m. Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: January 5, 2016

SUBJECT: Interim Urgency Ordinance to Prohibit New Non-groundwater Neutral Agricultural Uses in Pearsonville

PLANNING DEPARTMENT RECOMMENDATION:

Conduct a public hearing and enact the attached Ordinance entitled An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 65858(a) Prohibiting New Non-groundwater Neutral Agricultural Uses and Declaring the Urgency Thereof.

SUMMARY DISCUSSION:

The County has consistently supported agriculture and provides excellent resources for it and related uses. Recently, several proposals have been described to develop portions of the Pearsonville area within the Indian Wells Valley Groundwater Basin in Inyo County with pistachio farms, which require large amounts of water to cultivate. Little surface water is available within the Basin, and it is anticipated that such development would exclusively utilize groundwater.

California is experiencing the most severe drought on record, and increasing demand has stretched limited water supplies. The State of California and Inyo County have declared drought-related emergencies. The Indian Wells Groundwater Basin is in overdraft, and a plan is being developed to address groundwater issues within the Basin pursuant to the Sustainable Groundwater Management Act of 2014. Kern County recently modified the Indian Wells Valley Land Use Plan to reduce potential increases in groundwater use within its portion of the Basin.

Development of new groundwater intensive agricultural uses within the Inyo County portion of the Basin could severely exacerbate these existing conditions. Increases in groundwater production within the Inyo County portions of the Basin may result in potential impacts to the environment in the County and in neighboring Kern and San Bernardino counties.

Potential Impacts: While there are many benefits, water intensive agriculture dependent on groundwater development may result in a variety of adverse impacts on the physical, social, and economic environment. These include, but are not limited to, ground subsidence, well depletion, changes to groundwater quality, increased seismicity, declining levels of groundwater dependent vegetation and wildlife (up to and including potentially destruction of these resources), and changes to visual and cultural resources. Cumulative and growth-inducing impacts are also of concern within the Indian Wells Valley Groundwater Basin.

Planning Studies: Staff has been considering a permanent solution to water issues within the Pearsonville area that will provide for a net benefit to County citizens, minimize potential impacts, and work to meet

local, State, and federal agriculture and water conservation goals. Updates to the Inyo County Code, and possibly the General Plan and other relevant plans and/or development of new plans, will be necessary to address the potential for new intensive groundwater development within the Inyo County portions of the Indian Wells Valley Groundwater Basin. Therefore, proposals in the near future for new water intensive agricultural uses may be in conflict with any longer-range modifications to the zoning ordinance, General Plan, or other relevant planning tools that may be instituted to minimize environmental impacts on the physical, social, and economic environment of Inyo County. If not properly studied, such proposals are a threat to the public safety, health, and welfare.

Interim Urgency Ordinance: Government Code Section 65858(a) permits enactment of an interim ordinance regarding land use matters to protect the public safety, health, and welfare while studies are being carried out to address the relevant issues. Due to unique circumstances in this instance – no applications for the land uses of concern have been applied for – the County has elected to conduct a hearing for enactment of the ordinance, even though not required. Such an ordinance becomes effective immediately upon a four-fifths vote of the Board of Supervisors for 45 days. If not extended within the 45-day period, the ordinance expires. The ordinance may be extended during the 45-day period by a four-fifths vote of the Board at a public hearing for 10 months and 15 days, and subsequently for another year. Within 10 days before expiration of the ordinance, a report shall be made describing measures taken to alleviate the issue.

Staff recommends that the Board enact the attached Interim Ordinance to prohibit new groundwater intensive agricultural uses in Pearsonville. Staff is working on a permanent solution to the issues described herein, and plans to bring forward a zoning text amendment for consideration in the near future. If the amendment is not complete within 45 days, the Board may extend the Interim Ordinance.

Environmental Review: The Interim Ordinance revises regulations, is intended to avoid impacts and protect the public safety, health, and welfare, and will have no potential significant adverse impact on the physical environment. Therefore, it is not subject to the California Environmental Quality Act (CEQA) per the “General Rule” [CEQA Guidelines, Section 15061(b)(3)].

ALTERNATIVES:

- Do NOT enact the Ordinance, thereby allowing applications for new non-groundwater neutral agricultural uses to be processed. This alternative is not recommended due to the immediate threat to the public safety, health, and welfare.
- Return to staff with other direction.

OTHER AGENCY INVOLVEMENT:

Inyo County Building & Safety Division, Water Department, and Environmental Health Department; Kern County and others working to develop the Groundwater Basin Plan

FINANCING:

General Fund Resources were utilized to process the Ordinance.

APPROVALS	
COUNTY COUNSEL: <i>12/22/15</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Margaret Kemp Williams</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

James H. ...

Date: *12/24/15*

Attachment: Interim Ordinance

PROOF OF PUBLICATION

(2015.5 C.C.P.)

This space is for County Clerk's Filing Stamp

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the

The Inyo Register

Proof of Publication of Public Notice

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following dates, to wit:

DECEMBER 26

in the year 2015

I certify (or declare) under penalty of perjury that the foregoing is true and correct, on this 29TH Day of DECEMBER, 2015


Signature

320 PUBLIC NOTICES
PUBLIC HEARING NOTICE
NOTICE IS HEREBY GIVEN the Inyo County Board of Supervisors will conduct a public hearing Tuesday, January 5, 2016 at 11:30 a.m. in the Board of Supervisors Room, County Administrative Center, at 224 North Edwards Street, Independence, to consider the following:
INTERIM URGENCY ORDINANCE TO PROHIBIT NEW NON-GROUNDWATER NEUTRAL AGRICULTURAL USES IN PEARSONVILLE
Inyo County has consistently supported agriculture and provides excellent resources for it and related uses. Recently, several proposals have been described to develop groundwater intensive agriculture in portions of the Pearsonville within the Indian Wells Valley Groundwater Basin within Inyo County. Due to the most severe drought on record, the State of California and Inyo County have declared drought-related emergencies. The Indian Wells Groundwater Basin is in overdraft, and a plan is being developed to address those issues. Development of new groundwater intensive agricultural uses within the Inyo County portion of the Basin could severely exacerbate existing conditions and potentially impact the environment.
The Inyo County Board of Supervisors will consider enacting an Interim Urgency Ordinance pursuant to Government Code Section 65858(a) to prohibit new non-groundwater neutral agricultural uses in Pearsonville. Such an ordinance becomes effective for 45 days and if not extended, expires. The ordinance may be extended for 10 months and 15 days, and subsequently for another year.
If you challenge any finding, determination, or decision made regarding this project in court, you may be limited to raising only the issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered prior to the hearing.
Written comments and all questions should be addressed to the Inyo County Planning Department, P. O. Drawer "L", Independence, CA 93526 or to: inyoplanning@inyocounty.us Copies of the Draft General Plan Amendment are available for review at the Inyo County Planning Department, 168 N. Edwards Street, Independence, during regular business hours. If you have any questions, please call (760) 878-0263. (IR 12/26/15, #11933)



Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
FAX: (760) 878-0382
E-Mail: inyoplanning@inyocounty.us

MEMO

DATE: February 4, 2016
TO: To Whom It May Concern
FROM: Joshua Hart, AICP, Planning Director *JH*
RE: Interim Ordinance No. 1198
Report Describing Measures Taken to Alleviate Conditions

On January 5, 2016 the Inyo County Board of Supervisors enacted an Interim Ordinance prohibiting new non-groundwater neutral agricultural uses in Pearsonville. The Interim Ordinance was enacted to protect the public health, safety, and welfare pursuant to Government Code Section 65858(a). This memorandum complies with the reporting requirements of Government Code Section 65858(d).

Staff continues to monitor the groundwater situation in the Indian Wells Valley. County representatives have been working with other stakeholders in the region to assess the relevant issues and measures being taken moving forward, including participating in development of the Groundwater Sustainability Plan pursuant to the Sustainable Groundwater Management Act of 2014. It is anticipated that the governing body for the Plan's development will be formed in the near future.

County representatives have been contacting property owners regarding the Interim Ordinance seeking input and any concerns that they may have. A postcard was sent to all property owners in Pearsonville on January 13, 2016 advising of the Interim Ordinance and requesting input, including about potentially organizing a community meeting. No response has been received.

Staff continues to explore possible solutions to the situation. It appears that development of the Groundwater Sustainability Plan will take some time, and that the County will need to pursue an intermediate solution. Options being considered include a zoning overlay and/or amendments to the zoning map in Pearsonville.

Thank you. Please contact me at (760) 878-0263 or email me at jhart@inyocounty.us if you have any questions.



Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
FAX: (760) 872-2712
E-Mail: inyoplanning@inyocounty.us

MEMO – Exhibit C

DATE: November 15, 2016
TO: To Whom It May Concern
FROM: Tom Schaniel, Associate Planner
RE: Interim Ordinance No. 1200
Report Describing Measures Taken to Alleviate Conditions

On January 5, 2016 the Inyo County Board of Supervisors enacted an Interim Ordinance prohibiting new non-groundwater neutral agricultural uses in Pearsonville. On February 16, 2016 the Inyo County Board of Supervisors extended this Interim Urgency Ordinance for an additional 10 months and 15 days. The Interim Ordinance was enacted to protect the public health, safety, and welfare pursuant to Government Code Section 65858(a). This memorandum complies with the reporting requirements of Government Code Section 65858(d).

Staff continues to monitor the groundwater situation in the Indian Wells Valley. County representatives have been working with other stakeholders in the region to assess the relevant issues and measures being taken moving forward, including participating in development of the Groundwater Sustainability Plan pursuant to the Sustainable Groundwater Management Act of 2014. It is anticipated that the governing body for the Plan's development will be formed in the near future.

County representatives have been in contact with property owners, and have mailed postcards to property owners for the public hearings regarding the Interim Ordinance, its extension, and for a community meeting. On May 4, 2016, County staff held a community meeting at the Pearsonville Subway restaurant and seven members of the public were in attendance. A summary of the meeting was sent to all property owners and other stakeholders who have asked to be on an e-mail list and that summary is attached.

Staff is currently working towards a permanent solution to the situation. It appears that development of the Groundwater Sustainability Plan will take some time, and so the County is pursuing an intermediate solution. County is currently pursuing an Overlay Zone making high intensity agricultural uses subject to a Conditional Use Permit. This Overlay Zone will become part of the Zoning Code, and then the Overlay will be applied to the Pearsonville community. In conjunction with the development of this Overlay Zone, staff is working with 3 property owners who expressed an interest in modifying the zoning on their property to a Commercial Zone. Staff is currently working on the modifications to the Zoning Code, the General Plan, and associated CEQA compliance documents.

Thank you. Please contact me at (760) 878-0405 or email me at tschaniel@inyocounty.us if you have any questions.



**Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526**

**Phone: (760) 878-0263
FAX: (760) 872-2712
E-Mail: inyoplanning@inyocounty.us**

**Public Meeting Summary
Pearsonville Land Use and Groundwater Management
May 4, 2016 5:30 p.m. Pearsonville Subway**

Following is a summary of the Pearsonville Land Use and Groundwater Management Public Meeting that was held on May 4, 2016, at 5:30 at the Pearsonville Subway.

The format of this summary is to take the original meeting agenda, and then to fill in summaries of the discussion of the agenda items (generally in red). The purpose of this summary is to act as a tool to aid recollection for those that were in attendance and to give a general idea of the information presented and the discussions had for those who were unable to attend. This meeting was an informal public outreach meeting, and as such, this document does not represent minutes of the meeting, but is an informal summary.

Public Meeting Agenda
Pearsonville Land Use and Groundwater Management
May 4, 2016 5:30 p.m. Pearsonville Subway

1. Introduction

Inyo County Staff Present: Tom Schaniel, Associate Planner; Josh Hart, Planning Director; Dr. Bob Harrington, Water Department Director; Nate Reade, Agriculture Commissioner; Matt Kingsley, 5th District Supervisor. Matt spoke a few introductory remarks.

2. Background

a. Sustainable Groundwater Management Act (SGMA – pronounced sigma) [Dr. Bob Harrington, Inyo County Water Department Director]

b. Indian Wells Valley Groundwater Current Situation and the Groundwater Management Plan [Dr. Bob Harrington]

Bob Harrington addressed both of these items in a small presentation, which is summarized as follows: The State has identified groundwater basins that are medium and high priority and in critical overdraft. There 515 groundwater basins in California, 127 of which are medium or high priority, and 21 of these are in critical overdraft. Indian Wells Valley is among these 21 basins. The Indian Wells Valley has pumping that exceeds recharge by a factor of approximately 2:1. Local agencies in Indian Wells Valley must set up a Groundwater Sustainability Agency (GSA) that will then act as the lead agency in developing policy to address the overdraft. The local agencies in Indian Wells Valley will most likely jointly form the GSA (City of Ridgecrest, Indian Wells Valley Water District, Kern County, San Bernardino County and Inyo County). The GSA must be established by June 30, 2017. All identified high and medium priority water basins must have a Groundwater Sustainability Plan (GSP) in place by January 31, 2022, however, those that have been identified as being in critical overdraft (i.e. Indian Wells Valley) must have their GSP in place by January 31, 2020. If a GSA is not formed by the deadline, or a GSP is not in place by the deadline, the State will come in and run the basin (and their plan will be simple and most likely consist of across the board cuts in allowances for groundwater pumping).

c. Kern County's Rezoning

Tom Schaniel spoke about what he had learned from Kern County Planning Director, Lorelei Oviatt about what Kern County had done to address controlling future high water usage agriculture in the Indian Wells Valley, which is summarized as follows: Kern County did a major rezoning effort for all of the Indian Wells Valley. They called this effort Re-Balancing Land Use, and, in the agricultural zones called it Upzoning. In Kern County, their A zone (Agriculture) is used as a placeholder. If an area is undeveloped, it gets an A zoning, allowing for agricultural uses, but little else. But if an area is being developed they've been very tolerant of rezoning. This works OK in the San Joaquin Valley, but became a problem in the Indian Wells Valley. So, the rezoning looked to change the bulk of the A zones to Industrial or Residential Estate (both of which did not allow agricultural uses as a permitted use without further review). They tried to really reach out to all landholders and cater the Upzoning to their needs. And they fielded over 700 phone calls during this process.

d. Inyo County's Interim Urgency Ordinance

Inyo County became aware, after Kern had already essentially ended the avenue for new high water usage agricultural uses within the Kern County portions of the Indian Wells Valley, that there might be interest in development of high water usage agricultural uses in the Pearsonville area. Being aware of the overdraft issues in the Indian Wells Valley, of the upcoming SGMA required water plan, and of their responsibilities as good stewards of the land and good neighbors in the Indian Wells Valley basin, it was decided to enact an Interim Urgency Ordinance, which temporarily banned new high water usage agricultural uses in the Pearsonville area. This ordinance was enacted on January 5, 2016 with a 45 day period of effect, then was expanded by an additional 10 months, 15 days (effectively expanding it to one year) on February 16, 2016. The purpose of the ordinance was to allow a period of stayed development, while the County assessed what it wanted for long term policies relating to these issues in the Pearsonville area.

3. Potential Courses or Action

a. Do Nothing

In general, based upon information from the Inyo County Water Board, and Kern County, Inyo County Staff was of the opinion that current zoning allowed for largely unregulated agricultural development, which, to allow, seemed inconsistent with prudent policy in the Indian Wells Valley. Doing nothing would result in a 3 year period of potential unregulated development that might be very impactful on water usage. While, in the scheme of the entire Indian Wells Valley, Pearsonville was not a large land area, that still does not seem to justify the allowance of land use not consistent with the GSA that was being developed. So in essence, we'd be hoping there was no undesired development during the 3 year period until a GSP was in place to regulate water usage directly.

b. Extend Interim Emergency Ordinance

This is really just a variation on Do Nothing, but shortening the window from 3 years to 2 years by extending the ordinance by one year.

c. Overlay Zone

A possible approach is to create an overlay zone. While the overlay zone could take many forms, the one most discussed among Inyo County staff was a zone that made agricultural uses subject to a conditional use permit within the zone. This would still allow the possibility of agricultural uses, but still require them to go through a public approval process, and to be evaluated and potentially rejected or mitigated through this approval process. Additionally, while this is targeted at Pearsonville currently, it is a tool that could potentially be used in other portions of the County.

d. Rezoning (CB, C1, C2, C3, C4)

i. Residential Prohibited

ii. Extent of Rezoning

Rezoning (Upzoning) was the tool of choice in Kern County, but has issues in Inyo County. The primary issue is that the only zones in Inyo County that either don't allow

agricultural uses or require that they go through a conditional use permit process are 5 of the 6 commercial zones (CB, C1, C2, C3, and C4). All 5 of these zones do not allow for single family residences (though they do allow for accessory residential uses, and some allow for multi-family and mixed use). Put simply there was no upzone that seemed to simultaneously not allow for agriculture while allowing for a large mix of other uses (single family residential and or commercial). And some of the C zones outright did not allow for agriculture, which might be a bit more restrictive than actually desired. Lastly, we indicated that it might be possible to revisit our zoning ordinance, but that this would most likely result in a process that was going to take longer than we may have time available.

4. Public Input

During this portion of the meeting we opened up to public comment, and Josh Hart wrote down those comments as they were made. Generally those comments resulted in a response from County staff, which is added after the comment. Comments are in blue, responses by staff in green.

Isn't most of our water from Rose Valley?

While a small portion of the water makes its way down from Rose Valley (Little Lake and Coso Junction area), the vast majority of the water recharge comes from the Sierra Nevada snowmelt run-off. Water from Rose Valley is measurable, but not significant to the general Indian Wells Valley water equation.

What will happen if State steps in? What if we do nothing?

So, if we do nothing, then the State steps in. If the State steps in, then local ability to prioritize water needs goes away, and the State is potentially far more arbitrary in its targeting of controlling water usage. While current water users in Pearsonville may not be greatly impacted (because they are not large users), allowing this process to fall to the state takes away local control and input.

Why can't we follow Kern's example?

We went through the discussion above in a bit more detail about rezoning that is above.

Won't the orchards just move north?

First, neither Rose Valley, nor southern Owen's Valley are in the groundwater overdraft situation that Indian Wells Valley is in. So agricultural development may not have as immediate and detrimental of impact in these basins. Also, not much land in Rose Valley is in private hands and available for development. Lastly, moving north and gaining in altitude may make enough of a climatic shift that these types of orchards may not be viable. But it is something we will be monitoring.

Mojave Pistachios will not expand into Inyo County.

This statement was made by Joshua Nugent, who was attending this meeting as a representative of Mojave Pistachios LLC. Mr. Nugent read a prepared statement from the owner of Mojave Pistachios, Mr. Rod Stiefvater. That statement is included after this meeting summary. Mr. Nugent went on to express that currently, their business, and pistachio farming in general, is in a retracting mode, because of a combination of market forces and SGMA regulation, and expansion (not in Inyo County or anywhere, including the San Joaquin Valley) is not part of their business plan at this time.

Overlay seems to be the best solution

This was expressed by Warren Hageman, with nods from Janice Pearson and Darby Barclay, the only Pearsonville residents or land-holders in attendance at the meeting. We agreed that it was the best solution we had come up with so far, in our opinion, but that we were still very open to other ideas.

We don't have a lot of recharge here.

This was sort of a statement of fact, which resulted in some conversation of the relative snowpacks of the southern Sierra, versus the central Sierra around Mammoth, with the amount of water in the Southern Sierra being only a fraction of the snowpack as one moved north (and this, without even taking into account the drought).

Will overlay restrict large wells?

The answer was, not directly. This is not addressing wells directly (the GSP will do that). But it is identifying the most likely use that will require a large groundwater impact, and then making it go through a conditional use permit process where that usage can be evaluated, and either not allowed or mitigated. Other possible large users, like a brewery or a water bottling plant would not be affected by this overlay. However, those uses already have to go through a conditional use permit process. By this overlay, agricultural uses would be brought more in line with industrial or commercial uses, many of which require conditional use permits.

What about solar?

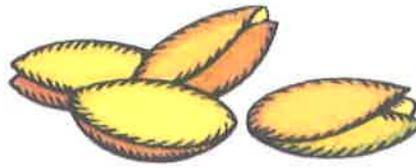
Solar is allowed in this area via an overlay. Solar developments beyond personal residential solar also has to go through a regulated permit process.

5. Next Steps

We feel that we have gained some consensus on pursuing an agricultural overlay, that would make any agricultural uses in that area require going through a conditional use permit process. So, to implement this will involve modifications to the Inyo County Code, and those will have to go through approval by the Board of Supervisors. As such, they will be in noticed meetings and we will send out mailers to Pearsonville landowners, and anyone who has requested to be informed and given us their e-mail and/or mailing address.

Additional Item discussed.

We discussed that, concurrent to this process, we would be open to considering rezoning of properties in the Pearsonville area, and that zoning can possibly be even portions of a lot. So a lot could have a commercial zone over the portion closest to 395 and a residential zone over the portion away from 395, allowing for both commercial and single family residential uses on the same lot. We discussed this a little more directly with the Pearsonville landowners in attendance at the meeting.



Mojave Pistachios, LLC

4831 Calloway Drive, Suite 102 • Bakersfield, CA. 93312

To the members of the Inyo County Planning Department:

Mojave Pistachios is a farming operation that developed pistachios in the Kern County portion of the Indian Wells Valley in the years from 2011 to 2013. Mojave Pistachios owns no property in Inyo County and has never considered developing pistachios in the Inyo County portion of the Indian Wells Valley. Pistachios are a long-term investment and the uncertainty of the impact of the Sustainable Groundwater Management Act makes it illogical, impractical, and uneconomic for Mojave Pistachios to develop additional acres to pistachios in any portion of the Indian Wells Valley.

Regards,

A handwritten signature in cursive script that reads "Rod". The ink is dark and the signature is written in a fluid, personal style.

Rod Stiefvater

Pearsonville Urgency Ord.

May 4, 5:30, Subway

1. Isn't most of our water from Rose Valley?
2. What will happen if State steps in? What if we do nothing?
3. Why can't we follow Kern's ex.?
4. Won't the orchards just move north?
5. Mojave Pistachios will not expand into Inyo Co.
6. Overlay seems to be best solution
7. We don't have a lot of recharge here
8. W'll/overlay restrict large wells.
9. What about solar?



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 32

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 1:30 pm Closed Session Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Consideration of letter to the City of Los Angeles Board of Water and Power Commissioners providing input regarding policy changes Los Angeles Department of Water and Power staff is proposing to business leases and permits located in Inyo County

DEPARTMENTAL RECOMMENDATION:

Request your Board review draft correspondence to the City of Los Angeles Board of Water and Power Commissioners providing input regarding policy changes to business leases and business permits located in Inyo County being proposed by Los Angeles Department of Water and Power staff, make any modifications to the letter your Board deems desirable, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

On October 24th, the County learned that the next day, on October 25th, the Los Angeles Department of Water and Power Board of Water and Power Commissioners would consider a policy that would change the department's long-standing policies and practices related to ranch and commercial leases in Inyo County by limiting the ability of leaseholders to transfer their leases among family members or as a result of the sale of their businesses. Your Board added an emergency item to its October 25th Board of Supervisors meeting agenda and approved a letter to the L.A. Board of Water and Power Commissioners noting that LADWP had not engaged with the County or, more importantly, local business lease and business permit holders regarding the possible policy changes. The letter asked the Commissioners to hold off on approving any changes to business lease and permit policy changes affecting leaseholders in Inyo County. As a result of your Board's letter, the Board of Water and Power Commissioners only approved the new policy as applying to ranch leases in Inyo County (the Department had engaged in discussions regarding the policy changes with ranch leases) and delayed its application to business leases and permits in Inyo County pending further discussions with commercial leaseholders and community leaders.

On November 8th, your Board considered what, if any, role the County of Inyo should play between the City of Los Angeles Department of Water and Power and its business lessees and business permit holders in Inyo County, and the parameters of that role and how it is to be implemented. Your Board noted the potential for changes to LADWP's longstanding policies and practices involving commercial leases and permits in Inyo County to negatively impact the County's already fragile economy. And, your Board determined that it should raise key, overarching issues and desired outcomes for consideration by the L.A. Board of Water and Power Commissioners in conjunction with any new policies affecting LADWP business leases and permits in Inyo County. Staff was directed to prepare draft correspondence for consideration in early December, reflecting key policy issues identified by your Board during the discussion and based, in part, on forthcoming meetings between LADWP staff and the Board of Supervisors and business lease and business permit holders.

On November 15th, Jim Yannotta, LADWP Aqueduct Manager, made a presentation to your Board regarding the status of the City of Los Angeles Department of Water and Power's business leases and permits in Inyo County. A similar presentation was made by Mr. Yannotta to the Bishop City Council the night before, on November 14th. Mr. Yannotta's presentation also provided your Board an opportunity to hear more from local LADWP leaseholders, and further discuss implications of potential changes to LADWP's long-standing lease policies.

Business lease and business permit holders in Inyo County were invited to attend a meeting in Bishop on Tuesday, November 22nd with LADWP representatives to discuss the proposed policy changes. Although closed to the public, representatives from the County and the City of Bishop were invited to attend the meeting. Your Board designated, on November 15th, Chairman Griffiths and Supervisor Tillemans to represent the Inyo County Board of Supervisors at this meeting, which was also attended by County Counsel Marshall Rudolph and Special Counsel Greg James. An update and impressions from the November 22nd meeting can be shared with your Board during today's discussion.

Today's agenda request is to provide your Board an opportunity to consider further correspondence to the L.A. Board of Water and Power Commissioners regarding considerations for any proposed changes to LADWP's leasing practices and policies in Inyo County. Draft correspondence for consideration by your Board is still being refined and updated drafts will be distributed to your Board, and made available to the public through the Assistant Clerk of the Board when they become available, and no later than today's meeting.

ALTERNATIVES:

Your Board could decide not to send the letter, or provide other direction to staff.

Additionally, if your Board continues to engage LADWP on this issue, your Board may wish to consider identifying representatives to send to Los Angeles to meet individually with members of the Board of Water and Power Commissioners, and/or make a presentation to the Board of Water and Power Commissioners when it next considers changes to its policies affecting the City's real estate holdings in Inyo County.

OTHER AGENCY INVOLVEMENT:

LADWP's real estate holdings are owned by the people of the City of Los Angeles and affect the regional economy of the County of Inyo, as well as the City of Bishop and other public agencies operating in the Owens Valley.

FINANCING:

There is no cost associated with today's discussion. However, changes to the City of Los Angeles' longstanding policies and practices regarding business leases in Inyo County could affect the county's economy which would have a fiscal impact on the County, the City of Bishop, and the greater community.

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: 12-08-16