

**COUNTY OF INYO  
REQUEST FOR PROPOSALS**



**Preparation of a 6<sup>th</sup> Cycle Housing Element Update to the County of Inyo's  
General Plan**

**Submittal Deadline: September 18, 2020**

County of Inyo  
Planning Department  
PO Drawer L, 168 North Edwards Street  
Independence, California 93526

## **REQUEST FOR PROPOSALS (RFP)**

The County of Inyo, through its Planning Department, is seeking to obtain an independent contractor/consultant, with expertise in the State of California's mandatory Housing Elements and more specifically changes for the 6<sup>th</sup> Cycle Regional Housing Needs Allocation (RHNA) updates; General Plan policy; and public outreach, to prepare a proposal for the preparation of the County's 6<sup>th</sup> Cycle RHNA Housing Element update.

Inyo County's Housing Element is due for a mandatory update to be completed by August 2021. The County has obtained LEAP grant funding in the amount of \$65,000 to hire a consultant to update its Housing Element, under the 6th Cycle RHNA. The unincorporated County's RHNA is 205 total units, which is 70 units more than the 5th Cycle. Less than 2 percent of the land in the County is privately owned; therefore, the update will focus on finding appropriately zoned sites with appropriate characteristics to meet the allocation within all of the income categories as required by the State. The County has also secured SB-2 Planning Grant Funding to evaluate its vacant private lands and identify land that would be available for up-zoning to meet its affordable housing needs. The proposed update to allowed densities and zoning/land use changes will be used to analyze the inventory of land suitable for residential development at each income level as identified by the RHNA in the Housing Element update. This work will be closely coordinated with the Housing Element update work.

The Housing Element update will build on the County's 2014 certified Housing Element and will include: an analysis of housing needs, resources, and constraints; a review and revision of the previous Housing Element's programs; an adequate site inventory for all required income categories included in the RHNA analysis; and, an Goals, Policy and Implementation component to comply with meeting the 6th cycle RHNA. The County is projecting completion of the Housing Element update by July 31, 2021, which is within the time requirements per the Department of Housing and Community Development.

Several public outreach meetings and potential Tribal consultations are programmed as part of the Housing Element update proposal. These will be conducted throughout the County to gather information and comments on the update. Once a draft Housing Element is completed, workshops will be held with the Planning Commission and Board of Supervisors. The information and comments collected at these, plus additional public outreach meetings and potentially Tribal consultations will be used to prepare a final draft. The final draft will be taken to the Planning Commission for the approval of a resolution recommending the Board of Supervisors approve.

### **REQUESTED SERVICES**

The Housing Element update will be prepared pursuant to Inyo County's project description, timeline and budget, included in its LEAP grant application as approved by HCD, (Attachment 1). This work and public outreach scope of services are expected to include, but not be limited to the following tasks:

1. Coordinate with county staff and consultant group staff working on the SB2 grant throughout the process;

2. Attend public/property owner meetings, provide general project administration and HCD required reporting;
3. Review 6<sup>th</sup> Cycle RHNA numbers against housing needs assessment per SB2 grant;
4. Prepare inventory and maps of sites selected per income category for Housing Element update;
5. Assist staff in identifying parcels appropriate for zone changes and any required General Plan amendments to meet the RHNA;
6. Prepare Goals, Policies and Implementation strategies for the Housing Element update;
7. Prepare draft and final versions of the housing Element update to the satisfaction of the County and HCD;
8. Assist County staff in CEQA review;
9. Participate and attend Planning Commission, Board of Supervisors, stakeholder, and public meetings as needed; and,
10. All other tasks outlined in the project timeline and budget descriptions, not provided by the County of Inyo.

#### SERVICES PROVIDED BY THE COUNTY OF INYO

County of Inyo planning department staff will provide the services listed below in support of the consultant's services:

1. LEAP Grant project management;
2. General project administration support;
3. Coordination with HCD project managers and consultant team;
4. Help develop and implement the public process plan;
5. Coordinate with consultant team working on SB2 grant;
6. Participate and attend Planning Commission, Board of Supervisors, stakeholder, and public meetings;
7. Furnish available data relating to the project as needed;
8. Develop and maintain a project website;
9. Help prepare the zone changes and general plan amendment proposals; and
10. Review project documents.

#### RESPONSE TO THIS REQUEST FOR PROPOSALS

Interested consulting firms are required to submit a proposal describing how they will approach the project based on this RFP. They will also be required to submit a detailed written work program that describes their proposed approach to completing the work and an accompanying budget. The proposals will be limited to twenty pages, not including appendices and shall include:

1. Approach and Work Plan. The consultant shall describe the overall approach to the Housing Element update and how they will coordinate with the consultant team work on the SB2 grant. A description of how appropriate sites will be selected for each income category as provided for in the 6<sup>th</sup> Cycle RHNA and all current legislation per the State of California regarding housing and Housing Elements. The work program shall clearly indicate that the consultant will cover all matters specified in the County's project description (included in Attachment 1) and follow the LEAP Grant Guidelines (Attachment 2). The County's Timeline (dates will be amended) and Budget (included in Attachment 1) shall be incorporated by reference.

2. Schedule. A section shall be included detailing the scheduling of the various work items described in the project description (dates will be amended). The schedule shall also indicate when work will begin on major sections and when completed, and the proposed time periods for County review of administrative draft documents.
3. Staffing. The lead personnel and any other personnel to be employed for the project shall be named. A project manager for the project shall be designated. The scope shall include a statement that substitution of the project manager must receive prior written approval of the County. A list of employees that will be used and their specific responsibilities, qualifications, tasks, schedules and hours shall be included in the proposal. Person(s) who will attend any public meetings or hearings shall be identified.
4. Qualifications. The work program shall include the consultant's qualifications and a list of relevant experience. A brief resume of each person working on the project shall be included.

#### EVALUATION CRITERIA/SELECTION PROCESS

The proposals will be evaluated by Inyo County staff. If no one candidate is clearly the top scoring then interviews may also be conducted. To be considered, the initial proposals must be received, before 5:00 p.m. on September 18, 2020 by the Inyo County Planning Department, at 168 N. Edwards Street, P.O. Drawer L, Independence, CA 93526. Note that delivery times to the County's offices may not be guaranteed by many delivery service providers; that some providers will not deliver to a P.O. Box; and, that the Post Office may only provide notification of delivery once per day. The County reserves the right to reject any and/or all proposals.

The responding firms will be evaluated based on selection criteria, as follows:

1. A clear demonstration of understanding the project and its impacts - 25%
2. Scope of Services, approach to the project and public outreach - 30%
3. Quality of proposal - 10%
4. Budget and fee - 10%
5. Schedule - 10%
6. Qualifications (including references and resumes) - 10%
7. Ability to enter into Inyo County Standard Contract #156, including insurance requirements - 5%

The scoring committee will rank the respondents based on the above criteria. The respondent with the highest score will be selected and will commence contract negotiations with the County. If no single respondent clearly has the highest score, interviews may be conducted. If the County and a selected respondent cannot agree to contract terms the next highest scoring respondent will be selected. This process may continue until the County reaches an agreement with a consultant. If the County is unable to reach an agreement with any of the responding firms, or there are no satisfactory proposals submitted, other consultants may be invited to submit proposals. The County reserves the right to reject any and/or all proposals.

After an agreement is reached, the successful consultant shall execute Standard County Contract #156 (Attachment 3), which will then be forwarded to the Board of Supervisors for approval. The execution of the contract by the Chairperson of the Inyo County Board of Supervisors will constitute notice to the consultant to proceed with the work.

### INQUIRIES

Direct any questions or other inquiries to Cathreen Richards, Planning Director, Inyo County Planning Department (760) 878-0263, or at [crichards@inyocounty.us](mailto:crichards@inyocounty.us)

### DEADLINE

Selected respondents who wish to submit a proposal should send it to:

Attention: Cathreen Richards  
Inyo County Planning Department  
P.O. Drawer L  
168 N. Edwards Street  
Independence, CA 93526  
[crichards@inyocounty.us](mailto:crichards@inyocounty.us)

To be considered, four (4) hard copies of the initial proposal and one (1) electronic copy must be received at the above address by 5:00 p.m. on September 18, 2020. Postmarks and facsimiles are not acceptable.

Attachments:

1. Inyo County LEAP Grant Application
2. HCD Program Guidelines
3. Inyo County standard contract #156
4. Insurance requirements

**A. Applicant Information and Certification**

|                                 |                         |                   |              |
|---------------------------------|-------------------------|-------------------|--------------|
| Applicant (Jurisdiction)        |                         | Inyo County       |              |
| Applicant's Agency Type         |                         | County Government |              |
| Applicant's Mailing Address     |                         | PO Drawer L       |              |
| City                            |                         | Independence      |              |
| State                           | California              | Zip Code          | 93526        |
| County                          |                         | Inyo              |              |
| Website                         |                         | www.inyocounty.us |              |
| Authorized Representative Name  |                         | Cathreen Richards |              |
| Authorized Representative Title |                         | Planning Director |              |
| Phone                           | 760-878-0447            | Fax               | 760-872-2712 |
| Email                           | crichards@inyocounty.us |                   |              |
| Contact Person Name             |                         | Cathreen Richards |              |
| Contact Person Title            |                         | Planning Director |              |
| Phone                           | 760-878-0447            | Fax               | 760-872-2712 |
| Email                           | crichards@inyocounty.us |                   |              |
| Proposed Grant Amount           | \$                      | 65,000            |              |

*Pursuant to Health and Safety Code Section 50515.03 through (d) of the Guidelines, all applicants must meet the following two requirements to be eligible for an award:*

|                                                                                                                                                           |     |                                     |    |                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------------------|----|-------------------------------------|
| <b>1. Does the application demonstrate a nexus to accelerating housing production as shown in Attachment 1?</b>                                           | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| <b>2. Does the application demonstrate that the applicant is consistent with State Planning or Other Priorities; Attachment 2?</b>                        | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| <b>Is a fully executed resolution included with the application package?</b>                                                                              | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| <b>Does the address on the Government Agency Taxpayer ID Form exactly match the address listed above?</b>                                                 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            |
| <b>Is the applicant partnering with another eligible local government entity? If Yes, provide a fully executed copy of the legally binding agreement.</b> | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> |

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Local Early Action Planning Program (LEAP), the County assumes the responsibilities specified in the Notice of Funding Availability and certifies that the information, statements and other contents contained in this application are true and correct.

Signature:  Name: Cathreen Richards

Date: 5/11/2020 Title: Planning Director

## B. Proposed Activities Checklist

**Check all activities the locality is undertaking. Activities must match the project description.**

|    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | <input type="checkbox"/>            | Rezoning and encouraging development by updating planning documents and zoning ordinances, such as general plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs                                                                                                                                                                                       |
| 2  | <input type="checkbox"/>            | Completing environmental clearance to eliminate the need for project-specific review                                                                                                                                                                                                                                                                                                                                       |
| 3  | <input type="checkbox"/>            | Establishing housing incentive zones or other area based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code |
| 4  | <input type="checkbox"/>            | Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents                                                                                                                                                                                                                                                     |
| 5  | <input type="checkbox"/>            | Planning documents to promote development of publicly owned land such as partnering with other local entities to identify and prepare excess or surplus property for residential development                                                                                                                                                                                                                               |
| 6  | <input type="checkbox"/>            | Revamping local planning processes to speed up housing production                                                                                                                                                                                                                                                                                                                                                          |
| 7  | <input type="checkbox"/>            | Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code                                                                                                                                                                                                                                                                                                     |
| 8  | <input type="checkbox"/>            | Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas                                                                                             |
| 9  | <input type="checkbox"/>            | Rezoning to meet requirements pursuant to Government Code Section 65583(c)(1) and other rezoning efforts to comply with housing element requirements, including Government Code Section 65583.2(c) (AB 1397, Statutes of 2018)                                                                                                                                                                                             |
| 10 | <input type="checkbox"/>            | Upzoning or other implementation measures to intensify land use patterns in strategic locations such as close proximity to transit, jobs or other amenities                                                                                                                                                                                                                                                                |
| 11 | <input type="checkbox"/>            | Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);<br>Establishing Pre-approved architectural and site plans                                                                                                                                                                                                      |
| 12 | <input checked="" type="checkbox"/> | Preparing and adopting housing elements of the general plan that include an implementation component to facilitate compliance with the sixth cycle RHNA                                                                                                                                                                                                                                                                    |
| 13 | <input type="checkbox"/>            | Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) that accommodate the development of housing and infrastructure and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation                                                 |
| 14 | <input type="checkbox"/>            | Zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)                                                                                                                                                                                                                                                                                                          |
| 15 | <input type="checkbox"/>            | Zoning incentives for housing for persons with special needs, including persons with developmental disabilities                                                                                                                                                                                                                                                                                                            |
| 16 | <input type="checkbox"/>            | Planning documents related to carrying out a local or regional housing trust fund                                                                                                                                                                                                                                                                                                                                          |
| 17 | <input type="checkbox"/>            | Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15% of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production                                                                                                                                   |
| 18 | <input type="checkbox"/>            | Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production                                                                                                                                                                                                                                                        |
| 19 | <input type="checkbox"/>            | Establishing Prohousing Policies                                                                                                                                                                                                                                                                                                                                                                                           |

### C. Project Description

*Provide a description of the project and each activity using the method outlined below, and ensure the narrative speaks to **Attachment 1: Project Timeline and Budget.***

- a. Summary of the Project and its impact on accelerating production*
- b. Description of the tasks and major sub-tasks*
- c. Summary of the plans for adoption or implementation*

*Please be succinct and use Appendix A or B if more room is needed.*

Inyo County is proposing to use the LEAP grant funding to hire a consultant to update its Housing Element, under the 6th Cycle RHNA. The unincorporated County's RHNA is 205 total units, which is 70 units more than the 5th Cycle. Less than 2 percent of the land in the County is privately owned; therefore, the update will focus on finding appropriately zoned sites with appropriate characteristics to meet the allocation within all of the income categories. Currently the County is waiting on SB-2 Planning Grant Funding to evaluate its vacant private lands and identify land that would be available for up-zoning. The proposed updated allowed densities and zoning/land use changes will be used to analyze the inventory of land suitable for residential development at each income level as identified by the RHNA in the Housing Element update. This work will create more potential sites for affordable housing projects, which should subsequently cause more to be built. Presently the County has only one affordable housing project. It is a 34 unit apartment building located in Lone Pine. Any additional affordable housing in the County would be of great benefit to local communities and the goal of the County will be to reach the RHNA numbers for all income categories.

The update will build on the County's 2014 certified Housing Element and will include: an analysis of housing needs, resources, and constraints; a review and revision of the previous Housing Element's programs; an adequate site inventory for all required income categories included in the RHNA analysis; and, an implementation component to comply with meeting the 6th cycle RHNA and the Housing Element's updated goals and policies. The County is projecting completion of the Housing Element update by May 2021, which is within the time requirements per the Department of Housing and Community Development.

Several public outreach meetings and potential Tribal consultations are programmed as part of the Housing Element update proposal. These will be conducted throughout the County to gather information and comments on the update. Once a draft Housing Element is completed workshops will be held with the Planning Commission and Board of Supervisors. The information and comments collected at these, plus additional public outreach meetings and potentially Tribal consultations will be used to prepare a final draft. The final draft will be taken to the Planning Commission for the approval of a resolution recommending the Board of Supervisors approve.



**D. Legislative Information**

| <b>District</b>                       | <b>#</b> | <b>Legislator Name</b> |
|---------------------------------------|----------|------------------------|
| <b>Federal Congressional District</b> | 8        | Colonel Paul Cook      |
|                                       |          |                        |
|                                       |          |                        |
|                                       |          |                        |
|                                       |          |                        |
| <b>State Assembly District</b>        | 26       | Devon Mathis           |
|                                       |          |                        |
|                                       |          |                        |
|                                       |          |                        |
|                                       |          |                        |
| <b>State Senate District</b>          | 8        | Andreas Borgeas        |
|                                       |          |                        |
|                                       |          |                        |
|                                       |          |                        |
|                                       |          |                        |

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

**Attachment 1: Project Timeline and Budget**

| <b>Task</b>                                 | <b>Est. Cost</b> | <b>Begin</b> | <b>End</b> | <b>Deliverable</b>                | <b>Notes</b>                               |
|---------------------------------------------|------------------|--------------|------------|-----------------------------------|--------------------------------------------|
| Project kick-off                            | \$ 1,200         | 9/3/20       | 9/7/20     | Finalized scope & schedule        | Meeting with consultants & staff           |
| Tribal consultation invitations             | \$ 100           | 9/3/20       | 9/7/20     | Mailed invitations                | Staff will prepare and send                |
| Review of 2014 Housing Element              | \$ 3,500         | 9/10/20      | 9/24/20    | Report on the effectiveness of HE | Where do we need improvements              |
| Review of new housing laws                  | \$ 2,000         | 9/10/20      | 9/24/20    | List of changes for update        | New to HE update                           |
| Public meetings                             | \$ 2,000         | 10/15/20     | 10/19/20   | Notes and comments collected      | Consultants to attend includes travel      |
| Housing needs assessment review             | \$ 4,000         | 10/22/20     | 10/26/20   | RHNA numbers and communities      | Where will we put all the units            |
| Review of Planning Grant results            | \$ 10,500        | 10/29/20     | 11/9/20    | Inventory and Map of sites        | Proposed parcels for zone reclassification |
| Housing resources, adequate sites inventory | \$ 15,000        | 11/12/20     | 12/3/20    | Inventory and Map of sites        | For each income level                      |
| Potential housing constraints               | \$ 3,000         | 11/12/20     | 12/3/20    | List of constraints for HE        | Update current HE                          |
| Public meetings                             | \$ 2,000         | 12/10/20     | 12/14/20   | Ideas implementation              | Consultants to attend includes travel      |
| Goals, Policies & Implementation strategies | \$ 3,200         | 12/17/20     | 1/4/21     | Draft for review and comment      | Update 2014 HE                             |
| Draft HE Update                             | \$ 5,000         | 1/7/21       | 2/8/21     | Draft for review and comment      | Review and comment draft                   |
| Planning Commission Workshop                | \$ 2,000         | 2/27/21      | 2/27/21    | Notes and comments collected      | Consultants to attend includes travel      |
| Board of Supervisors Workshop               | \$ 2,000         | 3/5/21       | 3/5/21     | Notes and comments collected      | Consultants to attend includes travel      |
| Final Draft HE Update                       | \$ 3,000         | 3/11/21      | 4/5/21     | Resolution from PC                | Consultants to attend includes travel      |
| Planning Commission recommendation          | \$ 2,000         | 4/24/21      | 4/24/21    | Approval                          | Consultants to attend includes travel      |
| Board of Supervisors for approval           | \$ 2,000         | 5/7/21       | 5/7/21     | Notes and comments collected      | Consultants to attend includes travel      |
| Tribal consultations as requested           | \$ 2,500         | 9/3/20       | 4/5/21     | Notes and comments collected      | Throughout some will require consultants   |
|                                             |                  |              |            |                                   |                                            |
| <b>Total Projected Cost \$</b>              | <b>65000</b>     |              |            |                                   |                                            |

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), budget amounts, begin and end dates and deliverables. If other funding is used, please note the source and amount in the Notes section.

## Attachment 2: Application Nexus to Accelerating Housing Production

*Applicants shall demonstrate how the application includes a nexus to accelerating housing production by providing data regarding current baseline conditions and projected outcomes such as a reduction in timing, lower development costs, increased approval certainty, increases in number of entitlements, more feasibility, or increases in capacity. An expected outcome should be provided for each proposed deliverable. If necessary, use Appendix B to explain the activity and its nexus to accelerating housing production.*

| Select at least one                                                                                                     | *Baseline                           | **Projected                | ***Difference | Notes                                        |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------|---------------|----------------------------------------------|
| Timing (e.g., reduced number of processing days)                                                                        |                                     |                            |               |                                              |
| Development cost (e.g., land, fees, financing, construction costs per unit)                                             |                                     |                            |               |                                              |
| Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion) |                                     |                            |               |                                              |
| Entitlement streamlining (e.g., number of approvals)                                                                    |                                     |                            |               |                                              |
| Feasibility of development                                                                                              |                                     |                            |               |                                              |
| Infrastructure capacity (e.g., number of units)                                                                         |                                     |                            |               |                                              |
| Impact on housing supply and affordability (e.g., number of units)                                                      | 34 affordable housing units current | RHNA Very low-moderate 125 | 91            | This is a long-term goal of meeting the RHNA |
|                                                                                                                         |                                     |                            |               |                                              |
|                                                                                                                         |                                     |                            |               |                                              |

**\* Baseline – Current conditions in the jurisdiction (e.g. 6-month development application review, or existing number of units in a planning area)**

**\*\*Projected – Expected conditions in the jurisdiction because of the planning grant actions (e.g. 2-month development application review)**

**\*\*\*Difference – Potential change resulting from the planning grant actions (e.g., 4-month acceleration in permitting, creating a more expedient development process)**

### Attachment 3: State and Other Planning Priorities Certification (Page 1 of 3)

Applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by selecting from the list below activities that are proposed as part of this application or were completed within the last five years. Briefly summarize the activity and insert a date of completion.

#### State Planning Priorities

| Date of Completion                              | Brief Description of the Action Taken                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Promote Infill and Equity</b>                |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>                                                                                                                |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>                                                                                                                                                                                                                                                                                                                                   |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Other (describe how this meets subarea objective)</i>                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Promote Resource Protection</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i> |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>                                                                                                                                                                                                                                                                                                                         |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Other (describe how this meets subarea objective)</i>                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Encourage Efficient Development Patterns</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                 | <i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:<br/>(1) Uses land efficiently.</i>                                                                                                                                                                                                                                                       |
|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |

**Attachment 3: State and Other Planning Priorities Certification (Page 2 of 3)**

*(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.*

*(3) Is located in an area appropriately planned for growth.*

*(4) Is served by adequate transportation and other essential utilities and services.*

*(5) Minimizes ongoing costs to taxpayers.*

*Other (describe how this meets subarea objective)*

**Other Planning Priorities**

**Affordability and Housing Choices**

*Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.*

*Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.*

*Upzoning or other zoning modifications to promote a variety of housing choices and densities.*

*Utilizing surplus lands to promote affordable housing choices.*

*Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.*

*Other (describe how this meets subarea objective)*

**Attachment 3: State and Other Planning Priorities Certification (Page 3 of 3)**

**Conservation of Existing Affordable Housing Stock**

*Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.*

*Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.*

*Other (describe how this meets subarea objective)*

**Climate Adaptation**

*Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.*

*Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.*

12/17/17

Inyo County, City of Bishop - Multi-Jurisdictional Hazard Mitigation Plan

*Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).*

*Other (describe how this meets subarea objective)*

**Certification:** I certify under penalty of perjury that all information contained in this LEAP State Planning and Other Planning Priorities certification form (Attachment 2) is true and correct.

Certifying Officials Name: Cathleen Richards

Certifying Official's Title: Planning Director

Certifying Official's Signature: [Signature] Date: 5/11/2020

RESOLUTION NO. 2020-19

**“A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT  
PLANNING SUPPORT GRANT FUNDS”**

**WHEREAS**, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

**WHEREAS**, the Board of Supervisors of Inyo County desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

**WHEREAS**, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the Board of Supervisors of Inyo County (“Applicant”) resolves as follows:

SECTION 1. The Planning Director is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the Planning Director of Inyo County is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

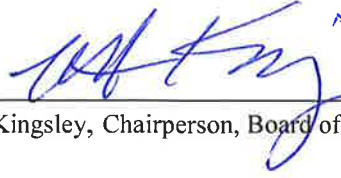
**ADOPTED ON** May 5, 2020, by the Board of Supervisors of Inyo County by the following vote count:

**AYES:** -5- Supervisors Griffiths, Kingsley, Pucci, Tillemans, Totheroh

**NOES:** -0-

**ABSENT:** -0-

**ABSTAIN: -0-**



---

Matt Kingsley, Chairperson, Board of Supervisors

**ATTEST:**

Clint Quilter, Clerk of the Board

by  \_\_\_\_\_  
Assistant Clerk of the Board



## Appendix A

The implementation strategies developed for the Housing Element update will be included within the document and will be also approved by the Board of Supervisors.



The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (\*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name\*

Remit-To Address (Street or PO Box)\*

City\*  State \*  Zip Code\*+4

Government Type:  City  County  Special District  Federal  Other (Specify)

Federal Employer Identification Number (FEIN)\*

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

|                         |                                                                      |                  |                                                                |
|-------------------------|----------------------------------------------------------------------|------------------|----------------------------------------------------------------|
| Dept/Division/Unit Name | <input type="text" value="Inyo County Health &amp; Human Services"/> | Complete Address | <input type="text" value="PO Drawer H Independence CA 93526"/> |
| Dept/Division/Unit Name | <input type="text" value="Inyo County Public Works"/>                | Complete Address | <input type="text" value="PO Drawer Q Independence CA 93526"/> |
| Dept/Division/Unit Name | <input type="text" value="Inyo County Probation"/>                   | Complete Address | <input type="text" value="PO Drawer T Independence CA 93526"/> |
| Dept/Division/Unit Name | <input type="text" value="Inyo County Planning"/>                    | Complete Address | <input type="text" value="PO Drawer L Independence CA 93526"/> |

Contact Person\*  Title

Phone number\*  E-mail address

Signature\*  Date

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2771 / FAX (916) 263-2763  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



January 27, 2020

**MEMORANDUM FOR: All Potential Applicants**

**FROM: Zachary Olmstead, Deputy Director  
Division of Housing Policy Development**

**SUBJECT: NOTICE OF FUNDING AVAILABILITY -  
LOCAL EARLY ACTION PLANNING GRANTS PROGRAM**

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately \$119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019). LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an Over-the-Counter (OTC) basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

**California Department of Housing and Community Development  
Division of Housing Policy Development  
2020 West El Camino Ave, Suite 500  
Sacramento, CA 95833**

Program applications, forms and instructions are available on the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>. If you have questions regarding this NOFA, please email the Department at [EarlyActionPlanning@hcd.ca.gov](mailto:EarlyActionPlanning@hcd.ca.gov).

Attachment

**LOCAL EARLY ACTION PLANNING GRANTS PROGRAM  
(LEAP)  
2020 NOTICE OF FUNDING AVAILABILITY**



**State of California  
Governor Gavin Newsom**

**Alexis Podesta, Secretary  
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director  
California Department of Housing and Community Development**

**Zachary Olmstead, Deputy Director  
California Department of Housing and Community Development  
Division of Housing Policy Development**

2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
Telephone: (916) 263-2911

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>

Email: [EarlyActionPlanning@hcd.ca.gov](mailto:EarlyActionPlanning@hcd.ca.gov)

January 27, 2020

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# 2019 NOTICE OF FUNDING AVAILABILITY LOCAL EARLY ACTION PLANNING GRANTS PROGRAM

## I. Introduction

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately \$119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515.03 (Chapter 159, Statutes of 2019)). The Program provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the RHNA.

## II. Authority and Scope

This NOFA is authorized pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05). The NOFA implements, interprets, and makes specific provisions for purposes of implementing planning grants to jurisdictions pursuant to 50515.03 (hereinafter "LEAP").

This NOFA establishes terms, conditions, forms, procedures and other mechanisms as the Department deems necessary to exercise the powers and perform the duties conferred by Chapter 3.1.

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

Quasi-legislative regulations ... have the dignity of statutes ... [and]... delegation of legislative authority includes the power to elaborate the meaning of key statutory terms...

*Ramirez v. Yosemite Water Co.*, 20 Cal. 4th 785, 800 (1999)

Further, the Department may implement the Program through the issuance of forms, guidelines, and one or more NOFAs, as the Department deems necessary, to exercise the powers and perform the duties conferred on it by this chapter. Any forms, guidelines, and notices of funding availability adopted pursuant to this section are hereby exempted from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). (Health and Safety Code Section 50515.04(f)).

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA, including, but not limited to, grant award amounts.

### III. Program Summary

The Local Early Action Planning Grants Program (LEAP or Program) is part of the broader Program formerly known as the Local Government Planning Support Grants Program, which was established as part of the 2019-20 Budget Act. The 2019-20 Budget Act provides a spectrum of support, incentives, resources and accountability to meet California’s housing goals. Some specific elements include:

- Planning Support (local and regional planning grants)
- Incentives (Prohousing preference and infill incentive grants)
- Funding Resources
- Accountability (penalties for noncompliant housing plans)
- Reform (collaborative processes to reform regional housing needs)

The Local Government Planning Support Grants Program provides one-time grant funding to regions and jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements. The over-arching goals of the Program are to (1) accelerate housing production; and (2) facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA).

### IV. Program Timeline

Grants will be available to eligible applicants on a noncompetitive, Over-the-Counter (OTC) basis. Applications will be accepted from the date of the release of this NOFA and up until July 1, 2020. See Table 1 below for the anticipated timeline for awards for the OTC period.

| <b>Event</b>                        | <b>Date</b>                                |
|-------------------------------------|--------------------------------------------|
| NOFA Release                        | January 27, 2020                           |
| NOFA Application Webinar            | February 14, 2020                          |
| NOFA Application Workshops          | February and March 2020                    |
| Final Due Date for OTC Applications | July 1, 2020                               |
| Technical Assistance                | February 2020 through<br>December 31, 2023 |
| Expenditure Deadline                | December 31, 2023                          |

The Department will review applications within 30 days and target award of applications within 60 days, with subsequent Standard Agreements processed within 60 days of award. Applicants are encouraged to submit early in the application window.

The Department will hold workshops and a webinar to review the LEAP NOFA and application and will be conducting technical assistance to aid applicants throughout the OTC period and implementation of the grant. For a list of dates, times, and locations for the workshops as well as information on technical assistance, please visit the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>.

## V. Award Amounts

This Program will make \$119,040,000 dollars available to jurisdictions for Program implementation, including state operations and expenditures, and technical assistance. Maximum award amounts are based on population estimates as of January 1, 2019.<sup>1</sup> The minimum award amount is \$25,000. The maximum amount that a jurisdiction may receive pursuant to this subdivision shall be as follows:

| Jurisdiction Size (in population) | Maximum Award Amount |
|-----------------------------------|----------------------|
| 750,000 or greater                | \$1,500,000          |
| 300,000 to 749,999                | \$750,000            |
| 100,000 to 299,999                | \$500,000            |
| 60,000 to 99,999                  | \$300,000            |
| 20,000 to 59,999                  | \$150,000            |
| Less than 20,000                  | \$65,000             |

Applicants seeking partnerships with other local governments will be additive. For example, two jurisdictions between 100,000 and 299,999 people could submit a proposal for up to \$1.0 million.

## VI. Eligible Applicants

Eligible applicants are limited to local governments, i.e., cities and counties. However, local governments may partner through legally binding agreements with other forms of governments or entities where the proposal will have a direct effect

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<sup>1</sup> Population estimates, posted as of January 1, 2019, are based on the Department of Finance E-1 report. Official maximum amounts per jurisdiction can be found at the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>.



on land-use or development within the participating localities. This includes, but is not limited to, partnerships with other localities, regional governments, housing authorities, school districts, special districts, community-based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria. Applicants forming partnerships, must submit separate, completed and signed application packages, including resolutions and a copy of the signed agreement between partners to the Department in order to be awarded funds.

## VII. Eligible Activities

Eligible activities must demonstrate an increase in housing related planning activities and facilitate accelerated housing production. Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the NOFA date, are distinct, and demonstrate a nexus to accelerating housing production. Eligible activities are not necessarily jurisdiction-wide and may include a smaller geography with a significant impact on housing production. For example, eligible activities may include a housing development-related project with a significant community level impact, or planning or process improvement for a project with an ongoing community impact beyond the project. Eligible activities may include a variety of planning documents and processes, including, but not limited to, the following as set forth in Health and Safety Code section 50515.03(c):

1. Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs;
2. Completing environmental clearance to eliminate the need for project-specific review;
3. Establishing housing incentive zones or other area-based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code, or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code;
4. Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents;
5. Planning documents to promote development of publicly-owned land, such as partnering with other local entities to identify and prepare excess or surplus property for residential development;
6. Revamping local planning processes to speed up housing production;
7. Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code;
8. Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production, including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;

9. Rezoning to meet requirements pursuant to Gov. Code Section 65583(c)(1), and other rezoning efforts to comply with Housing Element requirements, including Gov. Code Section 65583.2(c) (AB 1397, Statutes of 2018);
10. Upzoning or other implementation measures to intensify land use patterns in strategic locations, such as close proximity to transit, jobs or other amenities;
11. Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
12. Establishing pre-approved architectural and site plans;
13. Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA;
14. Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) pursuant to Health and Safety Code Section 50515.02(f) that accommodate the development of housing and infrastructure, and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation;
15. Zoning for by-right supportive housing, pursuant to Gov. Code section 65651 (Chapter 753, Statutes of 2018);
16. Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;
17. Planning documents related to carrying out a local or regional housing trust fund;
18. Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15 percent of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production; and
19. Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production; and
20. Establishing Prohousing Policies, as follows:

### **Prohousing Policies**

The Department encourages applicants to consider LEAP funds to facilitate designation as a Prohousing jurisdiction.

The 2019-20 Budget Act requires the Department to develop the Prohousing designation emergency regulations by no later than July 1, 2021. This program will allow the Department to designate jurisdictions as “Prohousing,” when they demonstrate policies and strategies to accelerate housing production. In turn, Prohousing jurisdictions will be awarded additional points or preference in programs such as the Affordable Housing and Sustainable Communities (AHSC), Transformative Climate Communities (TCC), Infill Infrastructure Grant (IIG) programs and other state funding programs. The Department anticipates developing emergency regulations and Prohousing designations prior to July 1, 2021, and will seek to designate jurisdictions prior to future rounds of AHSC, TCC and IIG

programs.

Pursuant to Gov. Code Section 65589.9(f)(2), “Prohousing” policies mean policies that facilitate the planning, approval, or construction of housing. These policies may include, but are not limited to, the following:

- A. Planning for local financial incentives for housing, including, but not limited to, establishing a local housing trust fund;
- B. Reducing parking requirements for sites that are zoned for residential development;
- C. Adoption of zoning allowing for use by right for residential and mixed-use development;
- D. Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate the minimum existing RHNA for the current Housing Element cycle;
- E. Adoption of accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Section 65852.2, as determined by the Department;
- F. Process improvements that reduce permit processing time;
- G. Creating of objective development standards;
- H. Studies and implementing actions that reduce development impact fees; and
- I. Establishing a Workforce Housing Opportunity Zone, as defined in Section 65620, or a housing sustainability district, as defined in Section 66200.”

### **VIII. Ineligible Activities**

- 1. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the RHNA;
- 2. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact supply, cost, approval certainty and timing, planned development, or other similarly constraining processes; and
- 3. Project specific planning documents that do not have a significant impact on accelerating housing production or significant community level or re-occurring benefit beyond the project.
- 4. The Department may consider proposals that are combined with larger proposals that have a positive housing component and the net effect on accelerating housing production is significant. For example, an applicant may propose combining an open-space designation, downzoning, or anti-displacement measures with by-right upzoning that has a significant net gain in housing capacity.

## **IX. Eligible Uses**

1. Grant funds may cover the costs of temporary staffing or consultant needs associated with eligible activities;
2. Grant funds shall be used for the costs of preparing and adopting the proposed activity;
3. A jurisdiction that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the jurisdiction of its responsibilities under the Program;
4. Eligible expenditures may be incurred and expended for the project(s) subject to the terms and conditions of the Standard Agreement; and
5. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed during the grant term, will be reimbursable.

## **X. Ineligible Uses**

1. Program grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed activity;
2. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by the Department upon disbursement; and
3. Approved and eligible costs incurred prior to the NOFA date are ineligible.

## **XI. Application Requirements**

Until July 1, 2020, a jurisdiction may request an allocation of funds pursuant to this section by submitting a complete application to the Department that demonstrates:

1. A budget, including timelines, deliverables, sub-steps and adoption, that demonstrates funds will be utilized for eligible activities and uses;
2. How proposed activities will increase housing planning and facilitate accelerating local housing production;
3. Completed or proposed activities consistent with the state or other planning priorities; and
4. All other required information contained in the Department's application

Applicants will demonstrate consistency with these requirements utilizing the forms and manner prescribed in the Department application.

*Accelerating Housing Production:* Applicants must propose and document plans or processes that increase housing planning and facilitate accelerating local housing production. The application must demonstrate a significant positive effect on accelerating housing production through timing, cost, approval certainty, entitlement streamlining, feasibility, infrastructure capacity, or impact on housing

supply and affordability. An application must include an explanation and documentation of the nexus to accelerating housing production based on a reasonable and verifiable methodology and must utilize the Department's form (see the Department's application). A verifiable methodology may include a statement of support from a non-profit or for-profit developer that is active in the locality.

*State and Other Planning Priorities:* Consistency with state or other planning priorities may be demonstrated through proposed activities in the application **OR** activities that were completed within the last five years. Applicants must self-certify utilizing the Department's form (see Department's application).

## **XII. Application Submission Requirements**

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an OTC basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

**California Department of Housing and Community Development  
Division of Housing Policy Development  
2020 West El Camino Ave, Suite 500  
Sacramento, CA 95833**

Applications must be on Department forms and cannot be altered or modified by the applicant. Program applications and forms are available on the Department's website located at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>.

## **XIII. Application Review**

1. The Program will not utilize a competitive process to award funds.
2. Funds will be available to eligible applicants on a rolling OTC basis that begins as of the date of this NOFA and ends July 1, 2020.
3. An application form will be available upon release of the NOFA and will include forms to demonstrate meeting eligibility requirements such as, among other forms, a resolution, a proposed budget and timeline table and self-certified attachments demonstrating a nexus to housing production and consistency with state planning and other priorities;
4. Applications will first be reviewed for, among other things, completeness, eligibility requirements, and accuracy;
5. In order to be considered complete, an application must contain requested

- information and supporting documentation where appropriate;
6. All applications must meet the eligibility requirements as specified in this NOFA;
  7. If the application is ineligible, it will not be considered for funding, but may be amended and resubmitted;
  8. The Department may request additional information to complete and approve the application for funding;
  9. Applications recommended for funding are subject to conditions specified by the Department;
  10. Applications will be reviewed within 30 days from the date the Department receives the application; and
  11. All applicants not meeting the eligibility requirements will be informed within 30 days from the date the Department receives the application.

#### **XIV. Award Letter and Standard Agreement**

Successful applicants will receive an Award Letter from the Department and will be awarded funds. Applicants will enter into a state Standard Agreement (Standard Agreement) for distribution of funds. The Standard Agreement process will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the Standard Agreement.

#### **XV. Appeals**

1. Basis of Appeals:
  - A. Upon receipt of the Department's notice deeming an application incomplete or ineligible, applicants under this NOFA may appeal such decision(s) to the Department Director.
  - B. The decision of the Director is final and not subject to further administrative or judicial review.
  - C. No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, award, denial of award, or any other related matter.
2. Appeals Process and Deadlines:
  - A. Process. In order to lodge an appeal, applicants must submit to the Director by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. No new or additional information will be accepted. Once the written appeal is submitted to the Director, no further information or materials is required to be accepted or considered thereafter. Appeals are to be submitted to the Director at following address:

California Department of Housing and Community Development  
Division of Housing Policy Development  
2020 W. El Camino Avenue, Suite 500  
Sacramento, California 95833  
[EarlyActionPlanning@hcd.ca.gov](mailto:EarlyActionPlanning@hcd.ca.gov)

The Director will accept appeals delivered through a carrier service such as the U.S. Postal Service, UPS, Fed-Ex, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Additionally, emails to the email address listed above will be accepted if the email time stamp is prior to the appeal deadline.

B. Filing Deadline. Appeals must be received by the Director no later than (5) five business days from the date of the Department's determination.

3. Decision:

Any request to amend the Department's decision shall be reviewed for compliance with this NOFA and its application. The Director shall render his/her decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. The decision of the Director shall be the Department's final decision, and shall not be appealable to any court or tribunal.

## **XVI. Administration**

### 1. Grant Execution and Term

- A. The Department will notify the grantee if they have been selected for a grant award;
- B. After the Standard Agreement has been drawn, the grantee will be provided instructions for signing all required documents. The grantee must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions, or risk forfeiting the grant award;
- C. The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement. The Department will notify the grantee and partners when work may proceed under the agreement. However, eligible activities that are approved by the Department may be retroactively reimbursed to the date of the NOFA; and
- D. The end of the grant term will be determined by the state based on the availability of grant funds and the administrative requirements for liquidation.

## 2. Payment and Accounting of Grant Funds

- A. Grant funds cannot be disbursed until the Standard Agreement has been fully executed;
- B. The grantee will be responsible for compiling and submitting all invoices and reporting documents. Grantees will submit for reimbursements to the Department based on actual cost incurred;
- C. The grantee must bill the state based on clear deliverables outlined in the Standard Agreement or budget timeline. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed and processed prior to the expenditure deadline, will be reimbursable. Approved and eligible costs incurred prior to the NOFA date are ineligible;
- D. Work must be completed prior to requesting reimbursement;
- E. Grant fund payment will be made on a reimbursement basis; advance payments are not allowed. The grantee and partners must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. Project invoices will be submitted to the Department by the grantee on a quarterly basis;
- F. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work;
- G. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.;
- H. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. The Department may withhold 10 percent of the grant until grant terms have been fulfilled; and
- I. Each recipient of funds under the Program shall expend those funds no later than December 31, 2023.

## 3. Accounting Records and Audits

- A. The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required;
- B. The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project, in accordance with generally accepted accounting principles;
- C. The grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement;
- D. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated;
- E. Subcontractors employed by the grantee and paid with moneys under the



terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above;

- F. At any time during the term of the Standard Agreement, the Department may perform, or cause to be performed, a financial audit of any and all phases of the award. At the Department's request, the awardee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life;
- G. The Department may request additional information, as needed, to meet other applicable audit requirements; and
- H. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.

#### 4. Remedies of Nonperformance

- A. In the event that it is determined, at the sole discretion of the state, that the grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement;
- B. Both the grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to the Department within 30 days of the early termination notice; and
- C. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e)).

#### 5. Reporting

- A. At any time during the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement with emphasis on eligible activities, eligible uses, ineligible uses, and expenditures, according to timelines and budgets referenced in the Standard Agreement;
- B. Awardees shall submit a report, in the form and manner prescribed by

the Department, to be made publicly available on its internet website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

- The status of the proposed uses listed in the entity’s application for funding and the corresponding impact on housing within the region or jurisdiction; and
  - A summary of building permits, certificates of occupancy, or other completed entitlements issued by entities within the region, or by the jurisdiction, as applicable.
- C. The awardee must, in lieu of a separate report, provide the above described information as part of its annual report pursuant to Gov. Code Section 65400;
- D. The Department may request additional information, as needed, to meet other applicable reporting requirements;
- E. Upon completion of all deliverables within the Standard Agreement, the awardee shall submit a close out report. See Attachment 1; and
- F. The Department shall maintain records of the following and provide that information publicly on its internet website:
- The name of each applicant for Program funds and the status of that entity’s application;
  - The number of applications for Program funding received by the Department; and
  - The information described in 5(B) above for each recipient of Program funds.

## **XVII. Right to Modify or Suspend the NOFA, and Final Decision-making**

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department’s website. You may subscribe to the Department’s email list here: [http://www.hcd.ca.gov/HCD\\_SSI/subscribe-form.html](http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html).

Further, the Department’s decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.

## **XVIII. Definitions**

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms described in Health and Safety Code section 50470.

- A. “Accelerating Housing Production” means improving the timing, cost, feasibility, approval and amount of development through various mechanisms such as zoning incentives (e.g., increased density and heights, reduced parking requirements), upzoning, zoning amendments to permit residential in non-residential zones, corridor planning, development standards modifications, non-discretionary review, financing strategies, sliding scale fee modifications, facilitating adequate infrastructure to support development, approval streamlining that addresses quickness and ease of entitlements, and other mechanisms that promote production or remove or mitigate regulatory barriers.
- B. “Affordability” means a housing unit that satisfies at least one of the following criteria:
  - 1. It is available at an “affordable rent” as that term is used and defined in Section 50053 of the Health & Safety Code;
  - 2. It is offered at an “affordable housing cost”, as that term is used and defined in Section 50052.5 of the Health & Safety Code; or
  - 3. It is available at an “affordable rent” or an “affordable housing cost” according to the alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to Department regulations adopted under Health and Safety Code section 50462(f).
- C. “Annual Progress Report” (APR) means the annual report required to be submitted to the Department pursuant to paragraph (2) of subdivision (a) of Section 65400 of the Government Code.
- D. “Completed entitlement” means a housing development project that has received all the required land use approvals or entitlements necessary for the issuance of a building permit and for which no additional action, including environmental review or appeals, is required to be eligible to apply for and obtain a building permit.
- E. “Council of governments” means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code that is responsible for allocating regional housing need pursuant to Sections 65584, 65584.04, and 65584.05 of the Government Code.
- F. “Department” means the California Department of Housing and Community Development.

G. "Housing" means any development that satisfies both of the following criteria:

1. At least two-thirds of the square footage of the development must be designated for residential use; and
2. Includes a house, an apartment, a mobile home or trailer, a group of rooms, or a single room that is occupied as separate living quarters, or, if vacant, is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building, and which have a direct access from the outside of the building, or through a common hall.

Note: accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Gov. Code sections 65852.2 and 65852.22 meet the definition above.

H. "Housing Element" or "element" means the Housing Element of a community's General Plan, as required pursuant to subdivision (c) of Section 65302 of the Government Code and prepared in accordance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.

I. "Jurisdiction" means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.

J. "Local government" or "Locality" means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.

K. "Objective zoning standard", "objective subdivision standard", and "objective design review standard" means standards that involve no personal or subjective judgment by a public official, and are uniformly verifiable by reference to an external and uniform benchmark or criterion available, and knowable by both the development applicant or proponent and the public official prior to submittal. "Objective design review standards" means only objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, which are broadly applicable to development within the jurisdiction.

L. "Other Planning Priorities" means planning, policies, programs or investments to promote housing choices and affordability to lower and moderate income households, the encouragement of conservation of the existing affordable housing stock, and efforts to take into account current and future impacts of climate change, including hazard mitigation.

M. "Regional housing need assessment" means the existing and projected need for housing for each region, as determined by the Department pursuant to Section 65584.01 of the Government Code.

- N. “State Planning Priorities” means priorities which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities pursuant to Gov. Code Section 65041.1.
  
- O. “Streamlined Housing Production” means improving the entitlement process through actions such as removing, mitigating or minimizing local regulatory requirements, reforming the local approval process to reduce processing times, the number of local discretionary approvals and permits needed for projects, improving approval certainty, establishing non-discretionary processes, modifying development standards, such as reducing parking requirements and increasing height limits, or other efforts, such as taking the fullest advantage of existing streamlining mechanisms provided in state law.

Attachment 1  
Close Out Reporting Form

# LEAP Grant Close Out Reporting Template

## Brief Summary

- Overview of the project
- Project start date and duration
- Project goals and relevance to LEAP goals
- Quantified outcomes

## Lead Agency and Partnerships

- List lead agency and partnerships (including names, titles, organizations, and roles and responsibilities of each)
- What did those collaborative relationships and processes look like?

## Drivers

- Did any local, state, or federal legislation or mandates drive the project? (SB 35, AB 1397, etc.)
- Was it a community driven effort?
- Were there additional funding opportunities present?

## Engagement Process

- Who were your stakeholders?
- What did the engagement process look like?
- What role did stakeholders play in the process? (Keep in mind: training, education, council formation, technical assistance, etc.)
- What were the outcomes of the engagement process?

## Challenges

- What challenges were encountered?
- What solutions were encountered or created?
- Are there areas for improvement of policy alignment at the state or federal level to help achieve this project more easily?

# LEAP Grant Close Out Reporting Template

## Outcomes

- What are the current or projected outcomes? Benefits?
- Were outcomes as anticipated?
- Have new opportunities arisen as a result of this project?
- What are the next steps?

## Replicability

- What aspects of the project could be replicated in other communities?
- Useful resources and tools? For a specific region or sector?

## Additional Resources

- Links to the project itself
- Links to resources used throughout and any other relevant resources

## Further Information

- Who can be reached to ask more questions about this project?
- Name
- Number and/or email



**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_

**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the \_\_\_\_\_ services of \_\_\_\_\_ (hereinafter referred to as "Consultant"), 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 Consultant 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 Consultant to perform under this Agreement will be made by the \_\_\_\_\_. Requests to the Consultant 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 Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant 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 Consultant 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 \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From \_\_\_\_\_ through \_\_\_\_\_
- B. From \_\_\_\_\_ through \_\_\_\_\_

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

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

**3. CONSIDERATION.**

A. Compensation. County shall pay Consultant 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 Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests

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

C. No additional consideration. Except as expressly provided in this Agreement, Consultant 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, Consultant 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 \$ \_\_\_\_\_ (initial term) \$ \_\_\_\_\_ (option 1) and \$ \_\_\_\_\_ (option 2) for a total of \$ \_\_\_\_\_ 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. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant 's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant 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 Consultant 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 Consultant's when it is anticipated that total annual payments to Consultant 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 Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

(4) The total amounts paid by County to Consultant, 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, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### 4. **WORK SCHEDULE.**

Consultant'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 Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will

coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

## **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County. Consultant 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 Consultant 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. Consultant 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. Consultant 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.**

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

## **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 Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, 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, Consultant'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, Consultant will convey possession and title to all such properties to County.

## **8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

## **9. STATUS OF CONSULTANT.**

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, 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, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant 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 Consultant:

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

B. Consultant 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 Consultant in fulfillment of this Agreement.

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

## **10. DEFENSE AND INDEMNIFICATION.**

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

## **11. RECORDS AND AUDIT.**

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant 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 Consultant, 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 Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **12. NONDISCRIMINATION.**

During the performance of this Agreement, Consultant, 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. Consultant 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. Consultant 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.

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

If the Consultant 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 Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

**16. 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-two (22) below.

**17. CONFIDENTIALITY.**

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

**18. CONFLICTS.**

Consultant 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.

**19. POST AGREEMENT COVENANT.**

Consultant 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, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. 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.

**21. 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 Consultant 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-two (22) (Amendment).

**22. 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.

**23. 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 Consultant 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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Department  
Address  
City and State

**Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Name  
Address  
City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_

**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

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

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

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** \_\_\_\_\_

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCOPE OF WORK:**



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_

**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCHEDULE OF FEES:**

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_

**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**

**Attachment D: Insurance Requirements for Professional Services**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, 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 Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**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. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

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

**OTHER INSURANCE PROVISIONS**

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

**Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

# **Attachment - Insurance Provisions**

## **Attachment D: Insurance Requirements for Professional Services**

### **Waiver of Subrogation**

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

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

### **Claims Made Policies**

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

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

### **Verification of Coverage**

Consultant shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

### **Special Risks or Circumstances**

## **Attachment D: Insurance Requirements for Professional Services**

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

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