



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AMENDED AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING April 2, 2024

(Unless otherwise specified by time, items scheduled for either morning or afternoon sessions will be heard according to available time and presence of interested persons.)

Start Time

8:30 A.M. 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General Services Denelle Carrington.

ADDENDUM 2A) **Public Employment – Pursuant to Government Code §54957** – Title: Public Defender.

OPEN SESSION (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
- 3) **Pledge of Allegiance**
 - 4) **Report on Closed Session as Required by Law**
 - 5) **Public Comment**
Comments may be time-limited
 - 6) **County Department Reports**

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

- 7) **Board of Supervisors Meeting Minutes**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the special Board of Supervisors meetings of March 12, 2024, March 13, 2024, and March 21, 2024; and the regular meeting of March 12, 2024.
- 8) **Statement of All Votes Cast**
Clerk-Recorder | Danielle Sexton

Recommended Action: Declare elected those persons for each election under the County's jurisdiction, and declare the results of each election under its jurisdiction as to each contest/measure voted on at the election, based on the certified results as required by law and as specified in the Statement of All Votes Cast for the Presidential Primary Election held on March 5, 2024.
- 9) **Amendment No. 1 to Agreement with Kings View for Provision of Electronic Health Record Management**
Health & Human Services - Behavioral Health | Anna Scott

Recommended Action: Ratify and approve Amendment No. 1 to the agreement between the County of Inyo and Kings View corporation of Fresno, CA, increasing Section 3 of the Agreement by \$50,151 to an amount not to exceed \$261,881 for Fiscal Year 2023-2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- 10) **Women, Infants, and Children Sub-Grant Contract Agreement**
Health & Human Services | Anna Scott

Recommended Action: Approve the agreement between the County of Inyo and the National Women, Infant, and Children (WIC) Association for the AHEAD 2.0: Strengthening and Diversifying the WIC Workforce Project grant award in the amount of \$7,750.00 for the period of March 1, 2024 to November 30, 2024, and authorize Inyo County WIC Director to sign for award.

11) **Modification No. 3 of Subcontract between County of Inyo and Advocates for Human Potential**

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action: Ratify and approve Modification No. 3 to the agreement between the County of Inyo and Advocates for Human Potential, Inc. (AHP) of Pasadena, CA, increasing the contract to an amount not to exceed \$958,684.00, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

12) **Agreement with Kern County Waste Management for the Disposal of Solid Waste at the Ridgecrest Landfill**

Public Works - Recycling & Waste Management | Cap Aubrey

Recommended Action:

- A) Approve the contract amendment between the County of Inyo and Kern County for the disposal of solid waste generated within the southernmost areas of Inyo County at the Ridgecrest Sanitary Landfill, extending the term end date to June 30, 2029 or unless terminated sooner, contingent upon the Board's approval of future budgets, and setting the Fiscal Year 2023-2024 payment at \$14,830.02; and
- B) Authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

13) **Commercial Site Lease Agreement with Ferrellgas LP**

Public Works - Recycling & Waste Management | Cap Aubrey

Recommended Action: Ratify and approve Amendment No. 1 to the commercial site lease agreement between the County of Inyo and Ferrellgas LP with a term from January 23, 2024 to June 30, 2025, and the monthly lease amount of \$40.00, contingent upon adoption of future budgets; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

14) **Auction of Surplus Public Works Vehicles and Equipment**

Public Works - Recycling & Waste Management | Cap Aubrey

Recommended Action:

- A) Declare the vehicles and equipment listed in Attachment 1 as surplus;
- B) Authorize Recycling and Waste Management to offer the vehicles and equipment for sale utilizing the Public Surplus auction site; and
- C) Authorize any unsold vehicles and equipment to be disposed of as scrap metal.

15) **Road Closure at 262 McLaren Lane to Accommodate Required Utility Work**

Public Works | Michael Errante

Recommended Action: Approve the closure of McLaren Lane in Bishop, between the hours of 8:30 a.m. and 4:00 p.m. on Wednesday, April 17, 2024, to accommodate utility work performed by Southern California Edison.

16) **Resolution Substituting Officers Authorized to Direct Transfer of Tobacco Settlement Funds**

Treasurer-Tax Collector | Alisha McMurtrie

Recommended Action: Approve Resolution No. 2024-08, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Substituting Officers Authorized to Direct Transfer of Tobacco Settlement Funds," and authorize the Chairperson to sign.

REGULAR AGENDA - MORNING

17) **Request for Board to Send Letters to California Department of Fish & Wildlife Regarding Mountain Lion Predation and Greater Sage-Grouse Management**

Board of Supervisors | Supervisor Roeser
15 minutes (5min. Presentation / 10min. Discussion)

Recommended Action: Authorize the Inyo County Fish & Wildlife Commission to send the following, and direct staff to draft and send similar letters from the Inyo County Board of Supervisors:

- A letter to California Department of Fish & Wildlife Director Charlton Bonham urging better management of mountain lion populations in order to preserve mule deer and endangered Sierra Nevada bighorn sheep populations;
- A letter to Director Bonham supporting the CDFW's management of the Greater Sage-Grouse.

18) **Update on Nighttime Air Ambulance Service to the Lone Pine Airport**

Public Works | Ashley Helms
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action: Receive an update from the Airport Division and Global Air Medical/Sierra Lifeflight on the current restrictions to nighttime air ambulance service to the Lone Pine/Death Valley Airport.

19) **Broadband Project Prioritization Workshop**

County Administrator | Scott Armstrong
40 minutes (10min. Presentation / 30min. Discussion)

Recommended Action: A) Conduct workshop regarding Broadband Project Prioritization in Inyo County; and B) Provide any follow-up direction to staff as necessary.

20) **Contract for Public Defender Services for Bryan Mack**

County Counsel/County Administrator | Nate Greenberg, John Vallejo
5 minutes

Recommended Action: Approve the agreement between the County of Inyo and Bryan Mack for the provision of public defender services in an amount not to exceed \$600,000 for the period of May 1, 2024 through June 30, 2027, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

LUNCH

- 21) The Board will recess for lunch and reconvene for the afternoon session.

REGULAR AGENDA - AFTERNOON

1 P.M. 22) Zone Text Amendment (ZTA) 2024-01/Short-term Rental of Residential Property

Planning Department | Cathreen Richards
20 minutes (5min. Presentation / 15min. Discussion)

Recommended Action:

- A) Conduct a public hearing on a proposed ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Inyo County Code Chapter 18.73, Sections 18.73.030, 18.73.040 A, 18.73.070, 18.73.080 of the Inyo County Code;”
- B) Make the recommended findings and certify that the action is exempt from CEQA;
- C) Waive further reading of and enact said ordinance; and
- D) Lift the moratorium placed on short-term rental applications.

ADDITIONAL PUBLIC COMMENT & REPORTS

- 23) **Public Comment**
Comments may be time-limited
- 24) **Board Member and Staff Reports**
Receive updates on recent or upcoming meetings and projects



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-233

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the special Board of Supervisors meetings of March 12, 2024, March 13, 2024, and March 21, 2024; and the regular meeting of March 12, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- March 12, 2024 Draft Minutes - Annual Southeast Inyo Meeting (Tecopa)

2. March 12, 2024 Draft Minutes - Special Joint Meeting w/ Inyo County Board of Education (Shoshone)
3. March 13, 2024 Draft Minutes - Special Meeting (Furnace Creek)
4. March 21, 2024 - Special Meeting

APPROVALS:

Darcy Ellis	Created/Initiated - 3/21/2024
Darcy Ellis	Final Approval - 3/21/2024

MINUTES



County of Inyo Board of Supervisors

March 12, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 3:03 p.m., on March 12, 2024, in the Hurlbut-Rook Community Center, Tecopa, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Matt Kingsley, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

- Pledge of Allegiance*** Supervisor Kingsley led the Pledge of Allegiance.
- Presentation*** Risk Manager Aaron Holmberg presented the Annual Safety Award for “Most Improved in Safety” to Facility Operations Supervisor Shane Riley and the Shoshone Road Shop.
- Public Comment*** Chairperson Kingsley asked for public comment related to items not calendared on the agenda and public comment was received from Regional Broadband Coordinator Scott Armstrong, Death Valley Unified School District Superintendent Jim Copeland, Dan Zellhoefer, Michael Sumter, Public Works Director Mike Errante, Paul Barnes, Bob Florence, Christopher Sellers, Linda of Charleston View, and CAO Greenberg.
- Clerk of the Board – Approval of Minutes*** Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the minutes from the special Board of Supervisors meeting of February 22, 2024 and the regular Board of Supervisors meeting of March 5, 2024. Motion carried unanimously.
- HHS- Behavioral Health – DHCS Intergovernmental Agreements*** Moved by Supervisor Roeser and seconded by Supervisor Orrill to ratify and approve the Intergovernmental Agreement between the County of Inyo and Department of Health Care Services to transfer public funds for the county nonfederal share of Medi-Cal payments for specialty mental health and drug Medi-Cal services for the period of July 1, 2023 through December 31, 2026, contingent upon the Board’s approval of future budgets, and authorize the HHS Director to sign both agreements. Motion carried unanimously.
- Public Works – Tecopa Community Connectivity Grant Proposal*** The Board received a presentation from Transportation Planner Justine Kokx on the Active Transportation Grant Program, Tecopa Community Connectivity Project. Kokx pointed out that, in addition to speeding vehicles and vehicles failing to stop at signed intersections, Tecopa lacks road shoulders, sidewalks, and pedestrian- and bicycle-friendly facilities, and has gaps in connectivity. Proposed improvements include adding a shoulder and striping on Old Spanish Trail to connect residential areas to the post office, church, and restaurants downtown as well as bike lanes; adding bike lanes or a multi-use path on Tecopa Hot Springs Road; and installing traffic calming measures like LED-lighted stop signs, high-visibility crosswalks, and vehicle speed feedback signage.
- Public comment was received from numerous individuals on the efficacy of various traffic calming measures. Kokx urged community members to weigh in on the proposals – especially the traffic calming measures – by taking online surveys being offered by Public Works.
- Board members requested staff set up a community meeting for public input on the project.
- HHS- Behavioral Health – Prop. 1 Presentation*** Health and Human Services Director Anna Scott provided an update on Proposition 1 and summarized the possible shifts to funding and reallocations should the ballot measure pass.

Presentations/Updates The following individuals addressed the Board on items of interest to Southeast Inyo County and the County as a whole:

- Matthew Paruolo, Southern California Edison Government Relations Manager;
- Robin Flinchum, Board Chairperson, Southern Inyo Fire Protection District;
- Cameron Mayer with Friends of the Amargosa Basin; and
- Paul Barnes of Tecopa Hot Springs Conservancy, the concessionaire of Tecopa Hot Springs Campground.

Public Comment Chairperson Kingsley asked for public comment related to items not calendared on the agenda and public comment was received from Patrick Donnelly, Great Basin director of the Center for Biological Diversity, Daniel Martinez, a teacher at Death Valley Academy, and Chairperson Kingsley.

Adjournment The Chairperson adjourned the meeting at 4:48 p.m. to 10:30 a.m. Wednesday, March 13, 2024, in the Furnace Creek Visitors Center.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

MINUTES



County of Inyo Board of Supervisors

March 12, 2024

The Board of Supervisors of the County of Inyo, State of California, met in a special joint session with the Inyo County Board of Education, at the hour of 12:40 p.m., on March 12, 2024, in the Flower Building, Highway 127, Shoshone, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Board of Education members present: Chairperson Chris Langley, George Lozito, Joe Profita, and David Hefner. Absent: Jessica Tex. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, Assistant Clerk of the Board Darcy Ellis, Inyo County Superintendent of Schools Barry Simpson, and Office of Education Chief Technology Officer Justin Norcross.

Pledge of Allegiance Inyo County Board of Education Chair Chris Langley led the Pledge of Allegiance.

Public Comment Chairperson Kingsley asked for public comment related to items not calendared on the agenda and HHS Director Anna Scott spoke briefly on the implications for Inyo County if Prop 1 is approved.

Office of Education – “State of the Schools” Report Inyo County Superintendent of Schools Barry Simpson provided the Board with a “State of the Schools” update. Death Valley Unified School District Superintendent Jim Copeland spoke about issues with finding qualified bus drivers.

Office of Education – Annual Fire Inspections at Local Schools Chairperson Kingsley introduced an item regarding the Inyo County Office of Education (ICOE) potentially facilitating a programmatic contract for annual fire inspections at local schools. Superintendent of Schools Barry Simpson said the ICOE is currently seeking quotes from qualified firms. He noted that the ICOE is committed to student safety and wants these inspections performed, but also understands that they have been hit and miss among the school districts due to turnover and other issues.

Chairperson Kingsley thanked the ICOE for looking into the contract and said he hopes the Board of Education will be supportive of it. He noted that not all local volunteer fire chiefs have the time and/or expertise to perform the inspections.

Public comment was made by Southern Inyo Fire Protection District Chief Phil Worsman and SIFPD Board Chair Robin Flinchum regarding the results of an inspection of Death Valley Unified that are being disputed by the Superintendent. She asked for adoption of a follow-through policy for corrections of deficiencies and a formal appeal process. Superintendent Jim Copeland also spoke, saying he enjoys working with CalFire.

Chairperson Kingsley cut the dialogue off, noting there can be no success if the parties aren't working together. He suggested the Chief and Superintendent sit down for coffee and offered to attend as well.

Collaborative Service Delivery Opportunities Death Valley National Park Superintendent Mike Reynolds presented a request to utilize a shuttered school in Furnace Creek for community activities and events.

Reynolds noted that the Timbisha-Shoshone Tribe, Xanterra employees, and National Park Service personnel have nowhere to gather as one community. Using the old school building for consolidating community events would add to the local quality of life and also free up at least three desperately needed housing units for the Park, which has actually run out of housing for employees. He said nothing in his request would preclude the building from being used as a school again in the future if needed.

Chairperson Kingsley asked Death Valley Unified School District Superintendent Jim

Copeland and his school board to seriously consider the Park's request, even if Copeland has indicated he may be not in full support of it thus far.

Public Comment

Chairperson Kingsley again asked for public comment related to items not calendared on the agenda and comment was provided by Regional Broadband Coordinator Scott Armstrong and SIFPD volunteer Billy Eichenbaum.

Adjournment

The Chairperson adjourned the meeting at 2:08 p.m. to 3:00 p.m. Tuesday March 12, 2024, at the Hurlbut-Rook Community Center in Tecopa.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

DRAFT

MINUTES



County of Inyo Board of Supervisors

March 13, 2024

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 10:44 a.m., on March 13, 2024, at the Furnace Creek Visitors Center Auditorium, Death Valley, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, and Jennifer Roeser. Absent: Jeff Griffiths and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Pledge of Allegiance Chairperson Kingsley led the Pledge of Allegiance.

Workshop The Board met at the Furnace Creek Visitors Center for a workshop which included introductions and/or updates from: Timbisha-Shoshone Tribe Historic Preservation Officer Mandi Campbell, DVNP Superintendent Mike Reynolds, Death Valley Conservancy Executive Director Henry Golas, Death Valley Natural History Association Executive Director David Blacker, Stovepipe Wells General Manager Charles Willis, PWDR (the new Stovepipe Wells concessionaire) Director of Projects & Programs, Parks Margaret Elaine Foster, Death Valley Academy teacher Daniel Martinez, Southern California Edison Government Relations Manager Matthew Paruolo, and Regional Broadband Coordinator Scott Armstrong.

Adjournment The Chairperson adjourned the meeting at 12:19 p.m., to 8:30 a.m. Tuesday, March 19, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

MINUTES



County of Inyo Board of Supervisors

March 21, 2024

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 10:32 a.m., on March 21, 2024, in the Board Chambers, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

- Pledge of Allegiance* Supervisor Griffiths led the Pledge of Allegiance.
- Closed Session* The Chairperson recessed open session at 10:34 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Titles: Public Works Director; Planning Director.
- Open Session* The Chairperson recessed closed session and reconvened in open session with all Board members present at 2:21 p.m.
- Report on Closed Session* No action was taken in closed session that is required to be reported by law.
- Adjournment* The Chairperson adjourned the meeting at 2:21 p.m. to 8:30 a.m. Tuesday, April 2, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-215

Statement of All Votes Cast Clerk-Recorder ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

Declare elected those persons for each election under the County's jurisdiction, and declare the results of each election under its jurisdiction as to each contest/measure voted on at the election, based on the certified results as required by law and as specified in the Statement of All Votes Cast for the Presidential Primary Election held on March 5, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

"The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 30 days of the election ... " (Elections Code Section 15372). The results of the election are not yet finalized at the time of creating this agenda item, but will be presented at or before this Board meeting.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	N/A
Budgeted?	N/A	Object Code	N/A
Recurrence	N/A		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board alternatively may choose not to issue an order to accept the Statement of All Votes Cast, which would be contradictory to Elections Code Section 15400.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. SOVC - Board Item Attachment

APPROVALS:

Danielle Sexton	Created/Initiated - 3/13/2024
Darcy Ellis	Approved - 3/13/2024
Danielle Sexton	Approved - 3/14/2024
John Vallejo	Approved - 3/14/2024
Nate Greenberg	Final Approval - 3/25/2024



Clerk-Recorder/Elections Office
County of Inyo

Danielle M Sexton
Clerk-Recorder, Registrar of Voters

P. O. Box F • 168 N. Edwards St • Independence, CA 93526

Tel: (760) 878-0224 • Fax (760) 878-1805

<https://www.inyocounty.us/services/clerk-recorder>

<https://elections.inyocounty.us/>

March 27, 2024

Honorable Members of the
Inyo County Board of Supervisors
P.O. Drawer N
Independence, CA 93526

**RE: Statement of All Votes Cast for the
March 5th, 2024 Presidential Primary Election**

Dear Members of the Board:

In accordance with the requirements of Election Code Section 15372, attached is a certified Statement of all Votes Cast in the Primary Election held March 5, 2024. In accordance with Section 15400 of the Elections Code, your Board must now declare elected those persons for each election under the County's jurisdiction, and declare the results of each election under its jurisdiction as to each measure voted at the election, based on the certified results as required by law and as specified in the Statement of All Votes Cast.

COUNTY

SUPERVISOR – 2ND DISTRICT

Jeff Griffiths (592 Votes)- 61.86% - **Declare Elected**

Laura Smith (365 Votes)- 38.14%

SUPERVISOR – 4TH DISTRICT

Genevieve “Gina” Jones (477 Votes)- 38.13%

Jen Roeser (774 Votes)- 61.87% - **Declare Elected**

SUPERVISOR – 5TH DISTRICT

Aaron Cassell (121 Votes)- 11.53%

Laura M. Blystone (158 Votes)- 15.06%

Dan Berry (364 Votes)- **34.70% - General Election run-off**

Will “The Handyman” Wadelton (194 Votes)- **18.49% - General Election run-off**

Ash Seiter (159 Votes)- 15.16%

Spencer McNeal (53 Votes)- 5.05%

Following the Board declare elected those offices under their jurisdiction for this election, the Clerk's Office will issue the required Certificates of Election pursuant to Elections Code §15401. If a candidate for these non-partisan contests receives greater than 50% of votes, the candidate wins outright in the Primary Election. If no candidate receives greater than 50% of votes, then the top-two vote-getters move on to the General Election for a run-off.

Sincerely,

Danielle Sexton

Inyo County Clerk-Recorder/Registrar of Voters

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE MARCH 5, 2024,
PRESIDENTIAL PRIMARY ELECTION**

STATE OF CALIFORNIA

COUNTY OF INYO

ss.

I, Danielle Sexton, County Clerk/Registrar of Voters of County of Inyo, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the Presidential Primary Election held in said County on March 5, 2024, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 27th day of March, 2024, at the County of Inyo



County Clerk/Registrar of Voters
County of Inyo
State of California

Statement of Votes Cast

Closed Primary

Inyo County

March 05, 2024

SOVC for: All Contests, All Districts, All Counting Groups

Precinct	Registered Voters	Voters Cast	% Turnout
Countywide			
Electionwide			
0000101	1,479	840	56.80%
0000102	844	467	55.33%
0000103	1,335	837	62.70%
0000104	886	255	28.78%
0000105	999	529	52.95%
0000106	989	466	47.12%
0000107	9	6	66.67%
0000108	604	360	59.60%
0000109	442	286	64.71%
0000110	1,181	679	57.49%
0000111	393	253	64.38%
0000112	981	560	57.08%
0000113	514	289	56.23%
Electionwide - Total	10,656	5,827	54.68%
Cumulative			
Cumulative	0	0	N/A
Cumulative - Total	0	0	N/A
Countywide - Total	10,656	5,827	54.68%

President of the United States Republican (Vote for 1)

REP **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000101	428	0	9
0000102	238	0	7
0000103	462	0	11
0000104	69	0	3
0000105	208	0	11
0000106	151	0	4
0000107	6	0	****
0000108	149	0	1
0000109	169	0	2
0000110	302	0	3
0000111	119	0	1
0000112	219	0	4
0000113	111	0	4
Electionwide - Total	2,631	0	60
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	2,631	0	60

Precinct	NIKKI HALEY (REP)		ASA HUTCHINSON (REP)	
Countywide				
Electionwide				
0000101	60	14.32%	0	0.00%
0000102	21	9.09%	0	0.00%
0000103	83	18.40%	1	0.22%
0000104	4	6.06%	0	0.00%
0000105	24	12.18%	0	0.00%
0000106	27	18.37%	0	0.00%
0000107	****	****	****	****
0000108	17	11.49%	0	0.00%
0000109	29	17.37%	1	0.60%
0000110	27	9.03%	0	0.00%
0000111	16	13.56%	0	0.00%
0000112	31	14.42%	0	0.00%
0000113	14	13.08%	1	0.93%
Electionwide - Total	353	13.73%	3	0.12%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
Countywide - Total	353	13.73%	3	0.12%

Precinct	DONALD J. TRUMP (REP)		CHRIS CHRISTIE (REP)		RYAN L BINKLEY (REP)		DAVID STUCKENBERG (REP)		RACHEL SWIFT (REP)		RON DESANTIS (REP)		VIVEK RAMASWAMY (REP)	
Countywide														
Electionwide														
0000101	348	83.05%	5	1.19%	0	0.00%	0	0.00%	1	0.24%	3	0.72%	2	0.48%
0000102	207	89.61%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	3	1.30%	0	0.00%
0000103	355	78.71%	2	0.44%	2	0.44%	0	0.00%	0	0.00%	6	1.33%	2	0.44%
0000104	58	87.88%	0	0.00%	1	1.52%	0	0.00%	1	1.52%	2	3.03%	0	0.00%
0000105	166	84.26%	5	2.54%	0	0.00%	0	0.00%	0	0.00%	2	1.02%	0	0.00%
0000106	113	76.87%	3	2.04%	0	0.00%	1	0.68%	0	0.00%	3	2.04%	0	0.00%
0000107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
0000108	128	86.49%	1	0.68%	0	0.00%	0	0.00%	0	0.00%	2	1.35%	0	0.00%
0000109	130	77.84%	1	0.60%	0	0.00%	0	0.00%	0	0.00%	6	3.59%	0	0.00%
0000110	260	86.96%	1	0.33%	0	0.00%	1	0.33%	0	0.00%	10	3.34%	0	0.00%
0000111	102	86.44%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
0000112	178	82.79%	0	0.00%	0	0.00%	1	0.47%	2	0.93%	3	1.40%	0	0.00%
0000113	86	80.37%	2	1.87%	0	0.00%	0	0.00%	1	0.93%	2	1.87%	1	0.93%
Electionwide - Total	2,137	83.12%	20	0.78%	3	0.12%	3	0.12%	5	0.19%	42	1.63%	5	0.19%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Countywide - Total	2,137	83.12%	20	0.78%	3	0.12%	3	0.12%	5	0.19%	42	1.63%	5	0.19%

Precinct	Total Votes	HUGO C AGUILAR Qualified Write In		RYAN STEPHEN EHRENREICH Qualified Write In		DOUGLAS GROVES Qualified Write In	
Countywide							
Electionwide							
0000101	419	0	0.00%	0	0.00%	0	0.00%
0000102	231	0	0.00%	0	0.00%	0	0.00%
0000103	451	0	0.00%	0	0.00%	0	0.00%
0000104	66	0	0.00%	0	0.00%	0	0.00%
0000105	197	0	0.00%	0	0.00%	0	0.00%
0000106	147	0	0.00%	0	0.00%	0	0.00%
0000107	****	****	****	****	****	****	****
0000108	148	0	0.00%	0	0.00%	0	0.00%
0000109	167	0	0.00%	0	0.00%	0	0.00%
0000110	299	0	0.00%	0	0.00%	0	0.00%
0000111	118	0	0.00%	0	0.00%	0	0.00%
0000112	215	0	0.00%	0	0.00%	0	0.00%
0000113	107	0	0.00%	0	0.00%	0	0.00%
Electionwide - Total	2,571	0	0.00%	0	0.00%	0	0.00%
Cumulative							
Cumulative	0	0		0		0	
Cumulative - Total	0	0		0		0	
Countywide - Total	2,571	0	0.00%	0	0.00%	0	0.00%

President of the United States Democratic (Vote for 1)

DEM **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000101	292	0	25
0000102	171	0	13
0000103	253	0	17
0000104	137	0	4
0000105	241	0	32
0000106	240	0	22
0000107	0	0	0
0000108	160	0	17
0000109	74	0	9
0000110	263	0	31
0000111	91	0	10
0000112	234	0	29
0000113	118	0	6
Electionwide - Total	2,274	0	215
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	2,274	0	215

Precinct	STEPHEN P LYONS (DEM)		EBAN CAMBRIDGE (DEM)	
Countywide				
Electionwide				
0000101	0	0.00%	1	0.37%
0000102	0	0.00%	0	0.00%
0000103	0	0.00%	2	0.85%
0000104	1	0.75%	0	0.00%
0000105	0	0.00%	0	0.00%
0000106	2	0.92%	0	0.00%
0000107	0		0	
0000108	0	0.00%	0	0.00%
0000109	1	1.54%	0	0.00%
0000110	2	0.86%	1	0.43%
0000111	0	0.00%	0	0.00%
0000112	1	0.49%	0	0.00%
0000113	0	0.00%	0	0.00%
Electionwide - Total	7	0.34%	4	0.19%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
Countywide - Total	7	0.34%	4	0.19%

Precinct	GABRIEL CORNEJO (DEM)		PRESIDENT R BODDIE (DEM)		JOSEPH R BIDEN JR (DEM)		MARIANNE WILLIAMSON (DEM)		DEAN PHILLIPS (DEM)		ARMANDO "MANDO" PEREZ- SERRATO (DEM)		Total Votes
Countywide													
Electionwide													
0000101	1	0.37%	2	0.75%	254	95.13%	4	1.50%	4	1.50%	1	0.37%	267
0000102	0	0.00%	0	0.00%	150	94.94%	5	3.16%	3	1.90%	0	0.00%	158
0000103	1	0.42%	2	0.85%	218	92.37%	6	2.54%	6	2.54%	1	0.42%	236
0000104	1	0.75%	2	1.50%	111	83.46%	9	6.77%	3	2.26%	6	4.51%	133
0000105	0	0.00%	3	1.44%	187	89.47%	10	4.78%	7	3.35%	2	0.96%	209
0000106	0	0.00%	3	1.38%	196	89.91%	16	7.34%	1	0.46%	0	0.00%	218
0000107	0		0		0		0		0		0		0
0000108	0	0.00%	0	0.00%	129	90.21%	6	4.20%	8	5.59%	0	0.00%	143
0000109	0	0.00%	1	1.54%	57	87.69%	1	1.54%	5	7.69%	0	0.00%	65
0000110	1	0.43%	2	0.86%	207	89.22%	13	5.60%	4	1.72%	2	0.86%	232
0000111	1	1.23%	2	2.47%	72	88.89%	5	6.17%	1	1.23%	0	0.00%	81
0000112	5	2.44%	0	0.00%	190	92.68%	5	2.44%	3	1.46%	1	0.49%	205
0000113	0	0.00%	2	1.79%	103	91.96%	6	5.36%	1	0.89%	0	0.00%	112
Electionwide - Total	10	0.49%	19	0.92%	1,874	91.02%	86	4.18%	46	2.23%	13	0.63%	2,059
Cumulative													
Cumulative	0		0		0		0		0		0		0
Cumulative - Total	0		0		0		0		0		0		0
Countywide - Total	10	0.49%	19	0.92%	1,874	91.02%	86	4.18%	46	2.23%	13	0.63%	2,059

President of the United States American Independent (Vote for 1)

AI **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000101	44	0	35
0000102	14	0	****
0000103	30	0	29
0000104	12	0	****
0000105	16	0	15
0000106	16	0	13
0000107	0	0	0
0000108	14	0	****
0000109	13	0	****
0000110	23	0	21
0000111	6	0	****
0000112	29	0	28
0000113	17	0	14
Electionwide - Total	234	0	206
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	234	0	206

Precinct	JAMES BRADLEY (AI)	Total Votes	ANDREW GEORGE RUMMEL Qualified Write In
Countywide			
Electionwide			
0000101	9 100.00%	9	0 0.00%
0000102	**** ****	****	**** ****
0000103	1 100.00%	1	0 0.00%
0000104	**** ****	****	**** ****
0000105	1 100.00%	1	0 0.00%
0000106	3 100.00%	3	0 0.00%
0000107	0	0	0
0000108	**** ****	****	**** ****
0000109	**** ****	****	**** ****
0000110	2 100.00%	2	0 0.00%
0000111	**** ****	****	**** ****
0000112	1 100.00%	1	0 0.00%
0000113	3 100.00%	3	0 0.00%
Electionwide - Total	28 100.00%	28	0 0.00%
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	28 100.00%	28	0 0.00%

President of the United States Green (Vote for 1)

GRN **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000101	1	0	****
0000102	1	0	****
0000103	1	0	****
0000104	1	0	****
0000105	2	0	****
0000106	4	0	****
0000107	0	0	0
0000108	2	0	****
0000109	0	0	0
0000110	0	0	0
0000111	0	0	0
0000112	3	0	****
0000113	2	0	****
Electionwide - Total	17	0	9
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	17	0	9

Precinct	JILL STEIN (GRN)	Total Votes	DAVI Qualified Write In
Countywide			
Electionwide			
0000101	****	****	****
0000102	****	****	****
0000103	****	****	****
0000104	****	****	****
0000105	****	****	****
0000106	****	****	****
0000107	0	0	0
0000108	****	****	****
0000109	0	0	0
0000110	0	0	0
0000111	0	0	0
0000112	****	****	****
0000113	****	****	****
Electionwide - Total	8 100.00%	8	0 0.00%
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	8 100.00%	8	0 0.00%

Precinct	MATTHEW PRUDEN Qualified Write In		JORGE ZAVALA Qualified Write In	
Countywide				
Electionwide				
0000101	****	****	****	****
0000102	****	****	****	****
0000103	****	****	****	****
0000104	****	****	****	****
0000105	****	****	****	****
0000106	****	****	****	****
0000107	0		0	
0000108	****	****	****	****
0000109	0		0	
0000110	0		0	
0000111	0		0	
0000112	****	****	****	****
0000113	****	****	****	****
Electionwide - Total	0	0.00%	0	0.00%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
Countywide - Total	0	0.00%	0	0.00%

President of the United States Libertarian (Vote for 1)

LIB **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000101	9	0	****
0000102	3	0	****
0000103	12	0	****
0000104	4	0	****
0000105	7	0	****
0000106	4	0	****
0000107	0	0	0
0000108	1	0	****
0000109	5	0	****
0000110	6	0	****
0000111	3	0	****
0000112	12	0	****
0000113	3	0	****
Electionwide - Total	69	0	46
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	69	0	46

Precinct	CHARLES BALLAY (LIB)	Total Votes	CHASE OLIVER Qualified Write In
Countywide			
Electionwide			
0000101	****	****	****
0000102	****	****	****
0000103	****	****	****
0000104	****	****	****
0000105	****	****	****
0000106	****	****	****
0000107	0	0	0
0000108	****	****	****
0000109	****	****	****
0000110	****	****	****
0000111	****	****	****
0000112	****	****	****
0000113	****	****	****
Electionwide - Total	23 100.00%	23	0 0.00%
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	23 100.00%	23	0 0.00%

President of the United States Peace and Freedom (Vote for 1)

PF **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000101	1	0	****
0000102	0	0	0
0000103	2	0	****
0000104	1	0	****
0000105	1	0	****
0000106	1	0	****
0000107	0	0	0
0000108	1	0	****
0000109	0	0	0
0000110	3	0	****
0000111	1	0	****
0000112	2	0	****
0000113	2	0	****
Electionwide - Total	15	0	10
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	15	0	10

Precinct	CORNEL WEST (PF)	JASMINE SHERMAN (PF)
Countywide		
Electionwide		
0000101	****	****
0000102	0	0
0000103	****	****
0000104	****	****
0000105	****	****
0000106	****	****
0000107	0	0
0000108	****	****
0000109	0	0
0000110	****	****
0000111	****	****
0000112	****	****
0000113	****	****
Electionwide - Total	0 0.00%	1 20.00%
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	0 0.00%	1 20.00%

Precinct	CLAUDIA DE LA CRUZ (PF)		Total Votes
Countywide			
Electionwide			
0000101	****	****	****
0000102	0		0
0000103	****	****	****
0000104	****	****	****
0000105	****	****	****
0000106	****	****	****
0000107	0		0
0000108	****	****	****
0000109	0		0
0000110	****	****	****
0000111	****	****	****
0000112	****	****	****
0000113	****	****	****
Electionwide - Total	4	80.00%	5
Cumulative			
Cumulative	0		0
Cumulative - Total	0		0
Countywide - Total	4	80.00%	5

United States Senator (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000101	840	1,479	36
0000102	467	844	20
0000103	837	1,335	34
0000104	255	886	9
0000105	529	999	27
0000106	466	989	25
0000107	6	9	****
0000108	360	604	12
0000109	286	442	11
0000110	679	1,181	39
0000111	253	393	5
0000112	560	981	27
0000113	289	514	17
Electionwide - Total	5,827	10,656	263
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	5,827	10,656	263

Precinct	STEVE GARVEY (REP)		DENICE GARY-PANDOL (REP)	
Countywide				
Electionwide				
0000101	372	46.27%	1	0.12%
0000102	224	50.11%	0	0.00%
0000103	417	51.93%	1	0.12%
0000104	70	28.46%	0	0.00%
0000105	186	37.05%	1	0.20%
0000106	123	27.89%	0	0.00%
0000107	****	****	****	****
0000108	136	39.08%	1	0.29%
0000109	159	57.82%	1	0.36%
0000110	262	40.94%	1	0.16%
0000111	118	47.58%	2	0.81%
0000112	209	39.21%	2	0.38%
0000113	90	33.09%	1	0.37%
Electionwide - Total	2,370	42.60%	11	0.20%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
Countywide - Total	2,370	42.60%	11	0.20%

Precinct	LAURA GARZA (NPP)		SEPI GILANI (DEM)		DON J. GRUNDMANN (NPP)		FORREST JONES (AI)		BARBARA LEE (DEM)		GAIL LIGHTFOOT (LIB)		SARAH SUN LIEW (REP)	
Countywide														
Electionwide														
0000101	1	0.12%	1	0.12%	0	0.00%	3	0.37%	38	4.73%	6	0.75%	2	0.25%
0000102	3	0.67%	0	0.00%	0	0.00%	0	0.00%	15	3.36%	1	0.22%	3	0.67%
0000103	0	0.00%	1	0.12%	0	0.00%	2	0.25%	24	2.99%	6	0.75%	3	0.37%
0000104	2	0.81%	1	0.41%	0	0.00%	3	1.22%	11	4.47%	9	3.66%	5	2.03%
0000105	3	0.60%	4	0.80%	0	0.00%	0	0.00%	42	8.37%	6	1.20%	1	0.20%
0000106	2	0.45%	0	0.00%	1	0.23%	3	0.68%	42	9.52%	6	1.36%	2	0.45%
0000107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
0000108	1	0.29%	3	0.86%	0	0.00%	0	0.00%	30	8.62%	2	0.57%	3	0.86%
0000109	0	0.00%	1	0.36%	0	0.00%	1	0.36%	15	5.45%	2	0.73%	0	0.00%
0000110	2	0.31%	1	0.16%	2	0.31%	1	0.16%	20	3.13%	5	0.78%	3	0.47%
0000111	1	0.40%	0	0.00%	0	0.00%	1	0.40%	6	2.42%	1	0.40%	1	0.40%
0000112	4	0.75%	0	0.00%	0	0.00%	1	0.19%	16	3.00%	10	1.88%	1	0.19%
0000113	4	1.47%	0	0.00%	1	0.37%	0	0.00%	28	10.29%	8	2.94%	3	1.10%
Electionwide - Total	23	0.41%	12	0.22%	4	0.07%	15	0.27%	287	5.16%	62	1.11%	27	0.49%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Countywide - Total	23	0.41%	12	0.22%	4	0.07%	15	0.27%	287	5.16%	62	1.11%	27	0.49%

Precinct	SHARLETA BASSETT (REP)		JAMES BRADLEY (REP)		MARTIN VEPRUSKAS (REP)		ERIC EARLY (REP)		ADAM B. SCHIFF (DEM)		MAJOR SINGH (NPP)		STEFAN SIMCHOWITZ (REP)	
Countywide														
Electionwide														
0000101	9	1.12%	15	1.87%	1	0.12%	56	6.97%	218	27.11%	0	0.00%	0	0.00%
0000102	7	1.57%	8	1.79%	0	0.00%	11	2.46%	113	25.28%	1	0.22%	0	0.00%
0000103	7	0.87%	21	2.62%	3	0.37%	37	4.61%	204	25.40%	0	0.00%	0	0.00%
0000104	1	0.41%	2	0.81%	0	0.00%	5	2.03%	95	38.62%	0	0.00%	0	0.00%
0000105	6	1.20%	7	1.39%	1	0.20%	10	1.99%	135	26.89%	1	0.20%	2	0.40%
0000106	7	1.59%	8	1.81%	1	0.23%	15	3.40%	122	27.66%	0	0.00%	0	0.00%
0000107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
0000108	5	1.44%	9	2.59%	0	0.00%	13	3.74%	89	25.57%	1	0.29%	0	0.00%
0000109	3	1.09%	7	2.55%	0	0.00%	14	5.09%	40	14.55%	0	0.00%	1	0.36%
0000110	10	1.56%	12	1.88%	1	0.16%	24	3.75%	184	28.75%	0	0.00%	0	0.00%
0000111	0	0.00%	8	3.23%	0	0.00%	6	2.42%	62	25.00%	2	0.81%	0	0.00%
0000112	13	2.44%	9	1.69%	1	0.19%	18	3.38%	156	29.27%	5	0.94%	0	0.00%
0000113	4	1.47%	7	2.57%	0	0.00%	12	4.41%	72	26.47%	1	0.37%	0	0.00%
Electionwide - Total	72	1.29%	114	2.05%	8	0.14%	221	3.97%	1,490	26.78%	11	0.20%	3	0.05%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Countywide - Total	72	1.29%	114	2.05%	8	0.14%	221	3.97%	1,490	26.78%	11	0.20%	3	0.05%

Precinct	CHRISTINA PASCUCCI (DEM)		DAVID PETERSON (DEM)		PERRY POUND (DEM)		KATIE PORTER (DEM)		DOUGLAS H. PIERCE (DEM)		RAJI RAB (DEM)		MARK RUZON (NPP)	
Countywide														
Electionwide														
0000101	2	0.25%	0	0.00%	1	0.12%	73	9.08%	0	0.00%	0	0.00%	0	0.00%
0000102	3	0.67%	0	0.00%	0	0.00%	53	11.86%	0	0.00%	0	0.00%	1	0.22%
0000103	3	0.37%	1	0.12%	1	0.12%	64	7.97%	1	0.12%	0	0.00%	2	0.25%
0000104	3	1.22%	3	1.22%	0	0.00%	29	11.79%	1	0.41%	2	0.81%	1	0.41%
0000105	5	1.00%	0	0.00%	1	0.20%	80	15.94%	2	0.40%	1	0.20%	2	0.40%
0000106	4	0.91%	1	0.23%	2	0.45%	96	21.77%	1	0.23%	0	0.00%	1	0.23%
0000107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
0000108	1	0.29%	0	0.00%	1	0.29%	48	13.79%	1	0.29%	1	0.29%	0	0.00%
0000109	1	0.36%	0	0.00%	0	0.00%	27	9.82%	0	0.00%	0	0.00%	0	0.00%
0000110	8	1.25%	5	0.78%	1	0.16%	83	12.97%	4	0.63%	0	0.00%	0	0.00%
0000111	1	0.40%	0	0.00%	0	0.00%	37	14.92%	0	0.00%	0	0.00%	0	0.00%
0000112	9	1.69%	0	0.00%	0	0.00%	75	14.07%	0	0.00%	1	0.19%	1	0.19%
0000113	2	0.74%	0	0.00%	0	0.00%	36	13.24%	2	0.74%	0	0.00%	0	0.00%
Electionwide - Total	42	0.75%	10	0.18%	7	0.13%	701	12.60%	12	0.22%	5	0.09%	8	0.14%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Countywide - Total	42	0.75%	10	0.18%	7	0.13%	701	12.60%	12	0.22%	5	0.09%	8	0.14%

Precinct	JONATHAN REISS (REP)		JOHN ROSE (DEM)		HARMESH KUMAR (DEM)		JAMES "JIM" MACAULEY (REP)		Total Votes	DANNY FABRICANT Qualified Write In		CARLOS GUILLERMO TAPIA Qualified Write In	
Countywide													
Electionwide													
0000101	1	0.12%	0	0.00%	0	0.00%	4	0.50%	804	0	0.00%	0	0.00%
0000102	0	0.00%	1	0.22%	0	0.00%	3	0.67%	447	0	0.00%	0	0.00%
0000103	0	0.00%	1	0.12%	0	0.00%	4	0.50%	803	0	0.00%	0	0.00%
0000104	0	0.00%	0	0.00%	3	1.22%	0	0.00%	246	0	0.00%	0	0.00%
0000105	0	0.00%	2	0.40%	1	0.20%	3	0.60%	502	0	0.00%	0	0.00%
0000106	0	0.00%	3	0.68%	1	0.23%	0	0.00%	441	0	0.00%	0	0.00%
0000107	****	****	****	****	****	****	****	****	****	****	****	****	****
0000108	0	0.00%	0	0.00%	2	0.57%	1	0.29%	348	0	0.00%	0	0.00%
0000109	0	0.00%	0	0.00%	0	0.00%	3	1.09%	275	0	0.00%	0	0.00%
0000110	2	0.31%	1	0.16%	0	0.00%	8	1.25%	640	0	0.00%	0	0.00%
0000111	1	0.40%	1	0.40%	0	0.00%	0	0.00%	248	0	0.00%	0	0.00%
0000112	1	0.19%	0	0.00%	0	0.00%	1	0.19%	533	0	0.00%	0	0.00%
0000113	0	0.00%	0	0.00%	0	0.00%	1	0.37%	272	0	0.00%	0	0.00%
Electionwide - Total	5	0.09%	9	0.16%	7	0.13%	28	0.50%	5,564	0	0.00%	0	0.00%
Cumulative													
Cumulative	0		0		0		0		0	0		0	
Cumulative - Total	0		0		0		0		0	0		0	
Countywide - Total	5	0.09%	9	0.16%	7	0.13%	28	0.50%	5,564	0	0.00%	0	0.00%

Precinct	MICHAEL JOSEPH DILGER Qualified Write In	JOHN DOWELL Qualified Write In		
Countywide				
Electionwide				
0000101	0 0.00%	0 0.00%		
0000102	0 0.00%	0 0.00%		
0000103	0 0.00%	0 0.00%		
0000104	0 0.00%	0 0.00%		
0000105	0 0.00%	0 0.00%		
0000106	0 0.00%	0 0.00%		
0000107	****	****	****	****
0000108	0 0.00%	0 0.00%		
0000109	0 0.00%	0 0.00%		
0000110	0 0.00%	0 0.00%		
0000111	0 0.00%	0 0.00%		
0000112	0 0.00%	0 0.00%		
0000113	0 0.00%	0 0.00%		
Electionwide - Total	0 0.00%	0 0.00%		
Cumulative				
Cumulative	0	0		
Cumulative - Total	0	0		
Countywide - Total	0 0.00%	0 0.00%		

United States Senator Partial Term (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000101	840	1,479	36
0000102	467	844	31
0000103	837	1,335	36
0000104	255	886	9
0000105	529	999	30
0000106	466	989	29
0000107	6	9	****
0000108	360	604	10
0000109	286	442	11
0000110	679	1,181	30
0000111	253	393	4
0000112	560	981	31
0000113	289	514	15
Electionwide - Total	5,827	10,656	272
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	5,827	10,656	272

Precinct	STEVE GARVEY (REP)		SEPI GILANI (DEM)	
Countywide				
Electionwide				
0000101	406	50.50%	3	0.37%
0000102	234	53.67%	2	0.46%
0000103	440	54.93%	1	0.12%
0000104	72	29.27%	2	0.81%
0000105	200	40.08%	6	1.20%
0000106	141	32.27%	3	0.69%
0000107	****	****	****	****
0000108	148	42.29%	6	1.71%
0000109	164	59.64%	1	0.36%
0000110	290	44.68%	4	0.62%
0000111	126	50.60%	0	0.00%
0000112	231	43.67%	4	0.76%
0000113	116	42.34%	0	0.00%
Electionwide - Total	2,573	46.32%	32	0.58%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
Countywide - Total	2,573	46.32%	32	0.58%

Precinct	BARBARA LEE (DEM)		ERIC EARLY (REP)		ADAM B. SCHIFF (DEM)		CHRISTINA PASCUCCI (DEM)		KATIE PORTER (DEM)		Total Votes	MICHAEL JOSEPH DILGER Qualified Write In	
Countywide													
Electionwide													
0000101	54	6.72%	62	7.71%	177	22.01%	3	0.37%	99	12.31%	804	0	0.00%
0000102	28	6.42%	24	5.50%	94	21.56%	3	0.69%	51	11.70%	436	0	0.00%
0000103	31	3.87%	58	7.24%	176	21.97%	4	0.50%	91	11.36%	801	0	0.00%
0000104	19	7.72%	12	4.88%	84	34.15%	10	4.07%	47	19.11%	246	0	0.00%
0000105	49	9.82%	16	3.21%	125	25.05%	8	1.60%	95	19.04%	499	0	0.00%
0000106	59	13.50%	23	5.26%	113	25.86%	4	0.92%	94	21.51%	437	0	0.00%
0000107	****	****	****	****	****	****	****	****	****	****	****	****	****
0000108	32	9.14%	24	6.86%	76	21.71%	1	0.29%	63	18.00%	350	0	0.00%
0000109	16	5.82%	28	10.18%	40	14.55%	4	1.45%	22	8.00%	275	0	0.00%
0000110	33	5.08%	48	7.40%	151	23.27%	18	2.77%	105	16.18%	649	0	0.00%
0000111	16	6.43%	12	4.82%	45	18.07%	0	0.00%	50	20.08%	249	0	0.00%
0000112	25	4.73%	27	5.10%	135	25.52%	10	1.89%	97	18.34%	529	0	0.00%
0000113	35	12.77%	12	4.38%	66	24.09%	2	0.73%	43	15.69%	274	0	0.00%
Electionwide - Total	397	7.15%	347	6.25%	1,282	23.08%	67	1.21%	857	15.43%	5,555	0	0.00%
Cumulative													
Cumulative	0		0		0		0		0		0	0	
Cumulative - Total	0		0		0		0		0		0	0	
Countywide - Total	397	7.15%	347	6.25%	1,282	23.08%	67	1.21%	857	15.43%	5,555	0	0.00%

United States Representative (Vote for 1)

**** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000101	840	1,479	31
0000102	467	844	17
0000103	837	1,335	28
0000104	255	886	10
0000105	529	999	26
0000106	466	989	27
0000107	6	9	****
0000108	360	604	14
0000109	286	442	15
0000110	679	1,181	34
0000111	253	393	10
0000112	560	981	37
0000113	289	514	25
Electionwide - Total	5,827	10,656	274
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	5,827	10,656	274

Precinct	ROBERT SMITH (NPP)		KEVIN KILEY (REP)	
Countywide				
Electionwide				
0000101	13	1.61%	485	59.95%
0000102	12	2.67%	266	59.11%
0000103	13	1.61%	521	64.40%
0000104	16	6.53%	84	34.29%
0000105	13	2.58%	229	45.53%
0000106	20	4.56%	165	37.59%
0000107	****	****	****	****
0000108	6	1.73%	172	49.71%
0000109	3	1.11%	191	70.48%
0000110	20	3.10%	338	52.40%
0000111	7	2.88%	137	56.38%
0000112	24	4.59%	260	49.71%
0000113	10	3.79%	112	42.42%
Electionwide - Total	157	2.83%	2,966	53.41%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
Countywide - Total	157	2.83%	2,966	53.41%

Precinct	JESSICA MORSE (DEM)		Total Votes
Countywide			
Electionwide			
0000101	311	38.44%	809
0000102	172	38.22%	450
0000103	275	33.99%	809
0000104	145	59.18%	245
0000105	261	51.89%	503
0000106	254	57.86%	439
0000107	****	****	****
0000108	168	48.55%	346
0000109	77	28.41%	271
0000110	287	44.50%	645
0000111	99	40.74%	243
0000112	239	45.70%	523
0000113	142	53.79%	264
Electionwide - Total	2,430	43.76%	5,553
Cumulative			
Cumulative	0		0
Cumulative - Total	0		0
Countywide - Total	2,430	43.76%	5,553

Member of the Assembly 8th District (Vote for 1)

**** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000101	840	1,479	54
0000102	467	844	38
0000103	837	1,335	54
0000104	255	886	10
0000105	529	999	45
0000106	466	989	42
0000107	6	9	****
0000108	360	604	32
0000109	286	442	23
0000110	679	1,181	44
0000111	253	393	20
0000112	560	981	46
0000113	289	514	31
Electionwide - Total	5,827	10,656	439
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	5,827	10,656	439

Precinct	DAVID J. TANGIPA (REP)		GEORGE RADANOVICH (REP)	
Countywide				
Electionwide				
0000101	179	22.77%	284	36.13%
0000102	111	25.87%	150	34.97%
0000103	189	24.14%	324	41.38%
0000104	34	13.88%	54	22.04%
0000105	104	21.49%	122	25.21%
0000106	59	13.92%	107	25.24%
0000107	****	****	****	****
0000108	69	21.04%	99	30.18%
0000109	62	23.57%	121	46.01%
0000110	142	22.36%	189	29.76%
0000111	53	22.75%	80	34.33%
0000112	118	22.96%	151	29.38%
0000113	46	17.83%	75	29.07%
Electionwide - Total	1,166	21.64%	1,762	32.70%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
Countywide - Total	1,166	21.64%	1,762	32.70%

Precinct	CALEB HEISEL (DEM)		MICHAEL MATHESON (NPP)		Total Votes
Countywide					
Electionwide					
0000101	296	37.66%	27	3.44%	786
0000102	154	35.90%	14	3.26%	429
0000103	248	31.67%	22	2.81%	783
0000104	139	56.73%	18	7.35%	245
0000105	236	48.76%	22	4.55%	484
0000106	227	53.54%	31	7.31%	424
0000107	****	****	****	****	****
0000108	153	46.65%	7	2.13%	328
0000109	65	24.71%	15	5.70%	263
0000110	273	42.99%	31	4.88%	635
0000111	86	36.91%	14	6.01%	233
0000112	220	42.80%	25	4.86%	514
0000113	123	47.67%	14	5.43%	258
Electionwide - Total	2,220	41.20%	240	4.45%	5,388
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
Countywide - Total	2,220	41.20%	240	4.45%	5,388

County Supervisor, 2nd District (Vote for 1)

**** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000105	529	999	21
0000106	466	989	22
0000107	6	9	****
Electionwide - Total	1,001	1,997	44
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	1,001	1,997	44

Precinct	JEFF GRIFFITHS		LAURA SMITH		Total Votes
Countywide					
Electionwide					
0000105	298	58.66%	210	41.34%	508
0000106	294	66.22%	150	33.78%	444
0000107	****	****	****	****	****
Electionwide - Total	592	61.86%	365	38.14%	957
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
Countywide - Total	592	61.86%	365	38.14%	957

County Supervisor, 4th District (Vote for 1)

**** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000108	360	604	23
0000109	286	442	14
0000110	679	1,181	37
Electionwide - Total	1,325	2,227	74
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	1,325	2,227	74

Precinct	GENEVIEVE "GINA" JONES		JEN ROESER		Total Votes
Countywide					
Electionwide					
0000108	126	37.39%	211	62.61%	337
0000109	76	27.94%	196	72.06%	272
0000110	275	42.83%	367	57.17%	642
Electionwide - Total	477	38.13%	774	61.87%	1,251
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
Countywide - Total	477	38.13%	774	61.87%	1,251

County Supervisor, 5th District (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000111	253	393	21
0000112	560	981	14
0000113	289	514	18
Electionwide - Total	1,102	1,888	53
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	1,102	1,888	53

Precinct	AARON CASSELL		LAURA M. BLYSTONE	
Countywide				
Electionwide				
0000111	27	11.64%	38	16.38%
0000112	47	8.61%	86	15.75%
0000113	47	17.34%	34	12.55%
Electionwide - Total	121	11.53%	158	15.06%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
Countywide - Total	121	11.53%	158	15.06%

Precinct	DAN BERRY		WILL "THE HANDYMAN" WADELTON		ASH SEITER		SPENCER MCNEAL		Total Votes
Countywide									
Electionwide									
0000111	104	44.83%	34	14.66%	20	8.62%	9	3.88%	232
0000112	199	36.45%	110	20.15%	91	16.67%	13	2.38%	546
0000113	61	22.51%	50	18.45%	48	17.71%	31	11.44%	271
Electionwide - Total	364	34.70%	194	18.49%	159	15.16%	53	5.05%	1,049
Cumulative									
Cumulative	0		0		0		0		0
Cumulative - Total	0		0		0		0		0
Countywide - Total	364	34.70%	194	18.49%	159	15.16%	53	5.05%	1,049

Proposition 1 (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Blanks
Countywide			
Electionwide			
0000101	840	1,479	24
0000102	467	844	18
0000103	837	1,335	32
0000104	255	886	8
0000105	529	999	26
0000106	466	989	18
0000107	6	9	****
0000108	360	604	10
0000109	286	442	9
0000110	679	1,181	23
0000111	253	393	5
0000112	560	981	18
0000113	289	514	10
Electionwide - Total	5,827	10,656	201
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	5,827	10,656	201

Precinct	YES		NO		Total Votes
Countywide					
Electionwide					
0000101	342	41.91%	474	58.09%	816
0000102	142	31.63%	307	68.37%	449
0000103	259	32.17%	546	67.83%	805
0000104	160	64.78%	87	35.22%	247
0000105	244	48.51%	259	51.49%	503
0000106	221	49.33%	227	50.67%	448
0000107	****	****	****	****	****
0000108	140	40.00%	210	60.00%	350
0000109	85	30.69%	192	69.31%	277
0000110	293	44.66%	363	55.34%	656
0000111	108	43.55%	140	56.45%	248
0000112	252	46.49%	290	53.51%	542
0000113	132	47.31%	147	52.69%	279
Electionwide - Total	2,378	42.27%	3,248	57.73%	5,626
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
Countywide - Total	2,378	42.27%	3,248	57.73%	5,626



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-224

Amendment No. 1 to Agreement with Kings View for Provision of Electronic Health Record Management

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve Amendment No. 1 to the agreement between the County of Inyo and Kings View corporation of Fresno, CA, increasing Section 3 of the Agreement by \$50,151 to an amount not to exceed \$261,881 for Fiscal Year 2023-2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

Kings View provides the County's Behavioral Health Electronic Health Record. In January 2023, the County changed software from a Cerner product to Credible in order to better meet State reporting and Medi-Cal billing requirements. After the transition, it was determined that the fees being paid did not match the number of users in the system. In March 2024, the County received this amendment which increases the amount HHS will pay to the contractor to cover user licenses. The original agreement with Kings View Corporation was approved on September 14, 2021 and this amendment will increase the amount of the contract for Fiscal Year 2023-24 by \$50,151.

FISCAL IMPACT:

Funding Source	MHSA, Medi-Cal Administrative and Behavioral Health Realignment	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this agreement, but that would affect our ability to continue using Credible, our current electronic health record, which is supported by our Electronic Health Record Support Team.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Kings View Corporation Contract Amendment No. 1
2. Kings View Corporation Contract

APPROVALS:

Lucy Vincent	Created/Initiated - 3/15/2024
Darcy Ellis	Approved - 3/18/2024
Lucy Vincent	Approved - 3/21/2024
Melissa Best-Baker	Approved - 3/22/2024
Lori Bengochia	Approved - 3/22/2024
Anna Scott	Approved - 3/26/2024
Melissa Best-Baker	Approved - 3/26/2024
John Vallejo	Approved - 3/26/2024
Grace Chuchla	Approved - 3/26/2024
Amy Shepherd	Approved - 3/26/2024
Nate Greenberg	Final Approval - 3/26/2024

**AMENDMENT NO. _
TO ELECTRONIC HEALTH RECORD SYSTEM SUPPORT SERVICES
BETWEEN
THE COUNTY OF INYO
AND
KINGS VIEW PROFESSIONAL SERVICES**

WHEREAS, an agreement was entered into on July 1, 2021 (“Agreement”) by and between the COUNTY OF INYO (“County”), and KINGS VIEW PROFESSIONAL SERVICES (“Contractor”), to provide EHRS – Electronic Health Record System support services; and

WHEREAS, the parties wish to amend the Agreement with respect to:

1. Exhibit C - Redetermination or Fees for core (base) monthly users for Credible
2. Exhibit D – Add Support Services for Cerner Maintenance
3. Contract Section 3 Compensation

NOW, THEREFORE, the parties hereto agree to amend the Agreement with the following:

4. Exhibit C – Change monthly fees due to increase of core (base), of the below listed Credible users effective July 1, 2023, as follows:

Credible Users by Service:	Increase of Users:
a. Core Monthly User Fee	25 users / \$2,000
b. DSM-5	53 users / \$67.00
c. EPCS	0 users / \$0.00
d. eRx	0 users / \$0.00

- i. Exhibits C – The new Annual Total fees for Exhibit C are as follows for Fiscal Year: 2023-2024: \$83,832
5. Exhibit D – Replace the current version of Exhibit D in its entirety and replace with the new attached Exhibit D - Cerner Maintenance, hereby incorporated by reference in support of the new County’s Selected Electronic Health Records System Go Live Date, under the term of the current contract.
6. Contract Section 3 Compensation. The not to exceed amount on Section 3 of the Agreement shall be increased to \$261,881 in support of the new fees reflected on Exhibit C and D for FY 2023-2024.

In all other respects, the terms of the Agreement are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on this _____ day of _____, 2023.

COUNTY OF INYO

By: _____
CHAIRPERSON
Board of Supervisors

Date: _____

APPROVED AS TO LEGAL FORM

By: Grace Weitz
County Counsel

Date: _____

CLERK OF THE BOARD:

By: _____
Assistant Clerk

Date: _____

KINGS VIEW PROFESSIONAL SERVICES:

By: ^{DocuSigned by:} Amanda Nugent Divine
_{A04F817F73914D5...}
Amanda Nugent Divine, PhD
Chief Executive Officer

Date: 3/22/2024

EXHIBIT C

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM SOFTWARE AS A SERVICE (SaaS)

ANNUAL TOTAL: \$83,832

Monthly Fee: \$6,986

- Core Monthly User Fees – up to 70 Named Users
- Monthly e-Prescribing with EPCS
- Monthly eLabs
- Monthly Client Engagement (messaging/texting)
- Monthly Mobile
- DSM-5
- Monthly Real-Time Eligibility
- Hosting secured/redundant/24-7 access

First Monthly Fee due 30 days prior to go-live Credible EHRS.

EXHIBIT D**INYO COUNTY****KINGS VIEW - CERNER
SUPPORT AGREEMENT**

Scope of Service Item		FY2021-2022	FY 2022-2023	FY2023-FY2024
A.	ANNUAL RECURRING COSTS	\$21,940	\$22,598	\$23,598
	a. Support Agreement - Cerner			
	b. DSM-V Licenses	\$427	\$427	\$550
	c. Mertech and VDF License	\$975	\$975	\$1,200
	e. Hosting Cerner	\$19,800	\$20,800	\$21,800
B.	Prior Year Hosting Cerner FY-2020-2021	\$19,800		
Total		\$62,942	\$44,800	\$47,148

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14th day of September 2021 an order was duly made and entered as follows:

*HHS-Behavioral
Health – Kings View
Corporation Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to ratify and approve the agreement between the County of Inyo and Kings View Corporation of Fresno, CA for the provision of electronic health record management information services and support in an amount not to exceed \$710,087 for the period of July 1, 2021 through June 30, 2024 (estimated to be \$231,876 in 2021-2022, \$266,481 in 2022-2023, and \$211,730 in 2023-2024), pending the Board's approval of future budgets, and authorize the HHS Director to sign the contract and also authorize the HHS Assistant Director as the Privacy Officer to sign the HIPPA Business Association Agreement, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Totheroh temporarily absent.

WITNESS my hand and the seal of said Board this 14th
Day of September, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: HHS DATE: September 15, 2021

Agreement between Inyo County and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services

This Agreement is made and entered into on the date of signature, by and between KINGS VIEW PROFESSIONAL SERVICES, a California corporation, hereinafter referred to as "CONTRACTOR", and the COUNTY OF INYO, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

- A. CONTRACTOR is a California for-profit corporation and provides computerized management information support and services for COUNTY'S Cerner Community Behavioral Health Electronic Health Record System – EHR and Cerner Integrated - EHR, other management consulting services and assistance with billing of all pay sources.
- B. COUNTY desires to increase access to Behavioral Health management information services in an efficient and cost effective manner and, therefore, desires to contract with CONTRACTOR, and CONTRACTOR desires to provide such services to COUNTY, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT

NOW, THEREFORE, in view of the foregoing and for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE.**

COUNTY desires to procure electronic health record system services ("EHR") and assistance with billing of all Pay Sources from CONTRACTOR as described in Exhibit "A" – Scope of Services, attached hereto and incorporated by reference herein, and CONTRACTOR agrees to provide the services set forth in Exhibit "A" – Scope of Services for the compensation and on the terms and conditions set forth herein.

2. **TERM.**

- a. This Agreement shall become effective upon the date of signature and shall continue in full force and effect for three (3) years from July 1, 2021 through June 30, 2024 unless sooner terminated in accordance with the Section entitled "TERMINATION", as set forth elsewhere in this Agreement.

The compounded term of the Agreement shall not exceed three (3) years. Renewal costs for CONTRACTOR and EHRS Software support will be based on initial costs as outlined in Section 3 titled COMPENSATION.

- b. **Non-appropriation of funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this contract, insufficient funds are appropriated to make the payments called for by this contract, this contract shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this contract and Contractor shall not be obligated to perform any further services under this contract. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this contract with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
3. **COMPENSATION.** COUNTY agrees to pay CONTRACTOR for the services provided by CONTRACTOR hereunder the amounts as set forth in Exhibit A Compensation, attached hereto and incorporated by reference herein. Payment of 1/12th the total for Annual Services amount will be due and payment on the first day of each month commencing with the Effective Date of the contract. The amount of compensation for each subsequent year under this Agreement shall increase by 3% over the prior fiscal year as outlined in Exhibit A.

Onsite implementation and training services will be provided by CONTRACTOR at COUNTY facility or CONTRACTOR'S Fresno location. Onsite implementation and training services provided at COUNTY'S location will be invoiced to COUNTY for all lodging, travel and per diem expenses associated with onsite implementation services not to exceed \$5,000 annually.

CONTRACTOR will provide COUNTY with documentation from Vendor Software companies supporting amounts outlined in Exhibits B through D not to exceed max annual amounts. Any increases from vendors will be documented and approved via addendum to contract.

4. **INSURANCE.**

- a. CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the COUNTY as

may be required by the COUNTY. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the COUNTY for all of the following insurance policies:

- i. **Worker's Compensation** - in compliance with the laws and statutes of the State of California.
 - ii. **General Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall indicate on the certificate of insurance the preceding coverage's and indicate the policy aggregate limit applying to premises and operations and broad form contractual.
 - iii. **Automobile Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles.
 - iv. **Cyber Liability** – CONTRACTOR during the term of the agreement agrees to furnish COUNTY certificate of Cyber Liability Insurance annually based on the start date of the agreement. COUNTY will be named as a covered entity.
 - v. CONTRACTOR'S insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII.
- b. COUNTY agrees to furnish CONTRACTOR with a copy of an Endorsement to COUNTY'S liability insurance policy naming CONTRACTOR as an additional insured, in the amount at least \$1,000,000 combined single limit coverage containing a prior written notice feature to provide thirty (30) days notice to CONTRACTOR.
5. **RESPONSIBILITIES OF COUNTY.** During the term of this Agreement, COUNTY shall have the obligation to:
- a. **Cooperate with CONTRACTOR.** COUNTY shall cooperate with CONTRACTOR by timely and accurately providing all information required

by CONTRACTOR for the delivery of the MIS and billing of all Pay Sources Services pursuant to this Agreement.

- b. COUNTY, at its sole cost and expense, shall provide all equipment necessary for the installation, operation and maintenance of on-site information management and control, including communications equipment compatible with CONTRACTOR'S equipment. Included in the equipment to be provided by COUNTY shall be cabling, personal computers, server, a router, and a dedicated line for connection with CONTRACTOR'S information system.

6. **WARRANTIES.**

- a. Limited Warranty. CONTRACTOR makes the following representations and warranties with respect to the Software Products to be utilized in the performance of the services hereunder.
 - i. The Software Products do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of CONTRACTOR, any patent right or other Intellectual Property right of any third party.
 - ii. The Software Products do not, at the time of delivery to COUNTY, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities nor do the Software Products contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic, and that no such device or characteristic will be contained in any future Software Products made available by CONTRACTOR.
 - iii. The Software Products will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the agreement. This warranty does not extend to the operation of the Software Products in conjunction with other software applications. It is understood that the third party technologies required to operate Enhancements or New Versions of the Software Products may change over time.
 - iv. CONTRACTOR'S warranties do not apply to: (i) any copy of the Software Products modified by any Person or Organization other than CONTRACTOR or an authorized representative of CONTRACTOR; (ii) use of the Software Products other than in accordance with the most current Documentation; (iii) failures caused by defects, problems, or failures in selection, installation, or configuration of COUNTY Equipment; (iv) failures caused by defects or problems with software applications other than the Software Products; (v) failures caused by conflicts with software applications not listed as required third party technologies in the agreement; (vi)

failures caused by any Internet Services Provider; (vii) failures caused by malicious software; or (viii) failures caused by negligence or malicious conduct of COUNTY or its designees or any Person or Organization except CONTRACTOR or an authorized representative of CONTRACTOR.

- v. CONTRACTOR makes no warranty: (i) that the functions performed by the Software Products will meet COUNTY'S requirements or achieve the results desired by COUNTY or will operate in the combinations that may be selected for use by COUNTY; (ii) that the operation of the Software Products will be error free in all circumstances; (iii) that all defects in the Software Products that would not constitute a Material Breach will be corrected; nor (iv) that the operation of the Software Products will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of CONTRACTOR.

b. Disclaimer:

Except as specifically set forth in this agreement and the exhibits hereto, CONTRACTOR makes no representations or warranties, whether written or oral, express or implied, with respect to the subject matter of this agreement or exhibit to this agreement, and CONTRACTOR hereby disclaims all other representations and warranties, including any implied warranties or merchantability or implies warranties of fitness or suitability for a particular purpose, (whether or not CONTRACTOR knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in trade, or by course of dealing. In addition, CONTRACTOR expressly disclaims any warranty or representation to any person or organization other than COUNTY with respect to the software products or any part thereof.

7. **LIMITATION OF LIABILITY.**

In no event will contractor be liable for any loss of revenue, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with the use of the software products or the delivery of the services to be provided under this agreement or its exhibits. It is understood that such software products will be used in the delivery of clinical services and administration of human service programs, and it is agreed that responsibility for all decisions relating to the provision of treatment, payment of benefits and allocation of resources are the responsibility of COUNTY and not the responsibility of CONTRACTOR. CONTRACTOR'S liability and county's sole remedies under this agreement for damages are limited to the repair or replacement of defective software products and defects, and, in the event of a final decision rendered in accordance with the dispute resolution procedures of section

21, finding a material breach by CONTRACTOR, refund of no more than then amount of compensation hereunder paid by COUNTY to CONTRACTOR for the six month period preceding such material breach. These disclaimers and limitations of liability will apply regardless of any other contrary provisions of this agreement and regardless of the form of action, whether in contract, tort, or otherwise.

8. **INDEMNIFICATION**

- a. **General Indemnification for COUNTY.** CONTRACTOR shall hold the COUNTY, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of CONTRACTOR, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- b. **General Indemnification for CONTRACTOR.** COUNTY shall hold CONTRACTOR, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of COUNTY, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- c. **Indemnification of Intellectual Property** Subject to the limitations of this Paragraph 8c and Paragraph 7 of this Agreement, CONTRACTOR shall indemnify and hold COUNTY, its agents and employees harmless from any loss, damage or liability for infringement of any United States patent right, copyright, trade secret or any other proprietary right with respect to the use of the items delivered hereunder, provided CONTRACTOR is promptly notified in writing of any suit or claim against COUNTY and provided further that COUNTY permits CONTRACTOR to defend, compromise or settle the same and gives CONTRACTOR all available information, assistance and authority to enable CONTRACTOR to do so. CONTRACTOR indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in normal use. This paragraph shall survive any expiration or termination of this Agreement.
 - i. If such materials are found to infringe, or in the reasonable opinion of CONTRACTOR are likely to be the subject of a claim, CONTRACTOR will, at its option:
 - 1. obtain for the COUNTY the right to use such materials;

2. replace or modify the materials so they become non-infringing;
or
 3. if neither 1 or 2 is reasonably achievable, remove such materials and refund their net book value based on straight-line (equal year over year) depreciation with a salvage value of zero dollars over a five (5) year period commencing on the date the allegedly infringing item(s) were first delivered to the COUNTY.
- ii. CONTRACTOR has no obligation to the extent any claim results from:
1. modification of the materials other than at the direction of CONTRACTOR, or
 2. Use of an allegedly infringing version of the materials, if the infringement could have been avoided by the use of a different version made available to the COUNTY.

This section states CONTRACTOR'S entire obligation to the COUNTY and the COUNTY'S sole remedy for any claim of infringement.

9. **NON DISCRIMINATION BY CONTRACTOR**. In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

10. **TERMINATION**.

- a. COUNTY may terminate this Agreement by written notice in the event CONTRACTOR fails to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. COUNTY may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.
- b. CONTRACTOR may terminate this Agreement by written notice in the event COUNTY fails to perform any of its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. CONTRACTOR may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.

11. **INTELLECTUAL PROPERTY RIGHTS**.

- a. The Software Products are protected by both United States copyright law and international copyright treaty provisions. Cerner retains sole and

exclusive ownership of all right, title and interest in and to the Software Products and all Intellectual Property rights relating thereto.

- b. It is expressly understood by COUNTY and CONTRACTOR that Cerner will retain the sole and exclusive ownership and intellectual property rights to any customized modifications or enhancements of the software products or any original software products created by Cerner for COUNTY or CONTRACTOR. Any such work will not be considered "work for hire" within the meaning of copyright law, even if COUNTY or CONTRACTOR pays Cerner to develop the enhancement or software product
- c. Except as authorized by this Agreement, COUNTY will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Products anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Products, in whole or in part; (3) write or develop any derivative work based upon the Software Products, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Products by any third party, except as permitted by this Agreement or with Cerner's prior written consent.

12. **CONFIDENTIAL INFORMATION; TRADE SECRETS.**

- a. The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. "Trade Secrets" means information related to the business or services of the disclosing party or its affiliates, including without limitation the Software Products, its documentation and support materials which: (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, including, without limitation, (a) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature, (b) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication, or (c) otherwise treating such information as confidential. "Trade Secret" means, without limitation, any and all technical and non-technical data related to designs, programs, research, software file structures, flow charts, business rules embedded within

Software Products, drawings, techniques, standards, Source Code and Object Code of the Software Products, the documentation, inventions, finances, actual or potential customers and suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. "Company Information" means, collectively, the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

- b. **Obligations.** COUNTY and CONTRACTOR will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Company Information; (ii) acquire any right in or assert any lien against the other party's Company Information; (iii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iv) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party. COUNTY will reimburse Contractor for the cost of destruction of information maintained on backup tapes.

- c. **Exclusions.** Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed to the disclosing party; or (iv) was independently developed by the receiving party without reference to the Company Information of the disclosing party. Further, either party may disclose the other party's Company Information to the extent required by law or by order of a court or governmental agency.

- d. **Report of Unauthorized Use or Disclosure of Company Information.**
 - i. Each party will immediately report to the other any use or disclosure of Company Information of the other that is not permitted by this Agreement or other written agreement of the parties.

- ii. COUNTY will not allow any person other than an Authorized User or Cerner or Contractor staff access to the Software Products or to use Company Information until that person has executed a written agreement with Cerner holding that person to the same requirements as this part 9 and COUNTY has been notified by Cerner that this Agreement has been executed and that the Person has permission to access and use the Cerner Company Information to support COUNTY. Authorized Users are members of COUNTY'S Workforce to whom COUNTY has assigned passwords or otherwise permitted access to or use of the Software Products, and who have signified their agreement to terms and conditions of use of the Software Products that are consistent with this Agreement, including provisions for the protection of Cerner Intellectual Property Rights and Confidential Information. Workforce means directors, officers, employees, volunteers, trainees, and other persons whose conduct in the performance of work is under the direct control of COUNTY. Workforce does not include contractors other than Contractor who perform services that would otherwise be performed by Cerner or Contractor, unless the contractor has signed an agreement with Cerner for the protection of Cerner's Intellectual Property rights.
- iii. COUNTY understands that Cerner's Proprietary Rights and Non-Disclosure Agreements prohibit any person other than Contractor, Cerner staff and Authorized Users from retaining possession of Cerner Company Information. COUNTY will immediately notify Contractor and Cerner if it becomes aware that any person other than an Authorized User or Cerner or Contractor staff has or appears to have in their possession Cerner Company Information, or makes unsubstantiated claims that Cerner has granted permission to that person to use Cerner customer Information to support COUNTY.
- e. Period of Limitation. The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Company Information disclosed to the receiving party, including Company Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, with respect to Trade Secret, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law.
- f. Third Party Vendors. It is understood that COUNTY may wish to create linkages between the Software Products and other software applications or databases. COUNTY acknowledges that the file structures and business

rules of the Software Products and the documentation are the Intellectual Property of Cerner and Company Information, within the meaning of section 12b. COUNTY will not give third party vendors other than Contractor access to this Company Information without the written permission of Cerner. Cerner will give that permission if the third party vendor enters a written Proprietary Rights, Non-Disclosure, and Non-Compete agreement with Cerner.

13. **ACCESS TO COUNTY SITES.** CONTRACTOR may need physical access to COUNTY facilities for technical services or support during this Agreement. Prior to any technical services or support visit by CONTRACTOR, an appointment will be made by CONTRACTOR with the COUNTY IT Helpdesk. A member of COUNTY'S IT staff must be on-hand to provide access to the facility and accompany CONTRACTOR personnel.

14. **MEDICAL RECORDS.**

a. **Ownership and Access.** All records contained in the patient files maintained by COUNTY shall be the property of COUNTY, and CONTRACTOR shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a person treated by a Provider during the term of the Agreement, unless otherwise agreed to by COUNTY. Any working copies of client records generated by CONTRACTOR will be maintained by CONTRACTOR throughout the term of the Agreement. At such time as the Agreement may be terminated, all working copies of client records will be securely delivered to COUNTY at COUNTY's expense and as directed by COUNTY. In the event of a claim or challenge by a patient or any regulatory authority, COUNTY shall cooperate with CONTRACTOR by making the patient files in COUNTY Behavioral Health's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). CONTRACTOR shall similarly cooperate with COUNTY and make available working copies of client records in the event of such a claim or challenge. There is hereby made a part hereof the provisions of Exhibit "D" - Business Associates, which is incorporated by reference herein.

b. **Compliance with Medicare Rules.** To the extent required by law or regulation, COUNTY shall make available, upon written request from CONTRACTOR, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and COUNTY'S books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by CONTRACTOR. COUNTY shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the term of this Agreement. If COUNTY is

requested to disclose books, documents or records pursuant to this subparagraph for any purpose, COUNTY shall notify CONTRACTOR of the nature and scope of such request, and COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. COUNTY shall defend, indemnify and hold free and harmless CONTRACTOR if any amount of reimbursement is denied or disallowed because of COUNTY's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied plus any interest, penalties and reasonable legal fees and costs.

15. **COMPLIANCE.**

- a. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, COUNTY and CONTRACTOR have operated in compliance with all federal, state, county and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 United States Code Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payer.
- b. **Health Care Compliance.** COUNTY is presently participating in or otherwise authorized to receive reimbursement from payer programs and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as of the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payer program.
- c. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payer program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following:
 - i. knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment;

- ii. knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment;
 - iii. failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or
 - iv. knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration
 - 1. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or
 - 2. in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements and each party represents and warrants to the other that each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.
- d. **Changes in the Law.** In the event of any changes in law or regulations implementing or interpreting any federal or state law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.
16. **BOOKS AND RECORDS.** For the purpose of section 1861(v)(I)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto:
- a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, COUNTY shall make available, upon written request to the Secretary of Health and Human Services or upon request to

the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

- b. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and
- c. If CONTRACTOR carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000.00 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.
- d. If COUNTY is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, COUNTY shall notify CONTRACTOR of the nature and scope of such request and the COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.
- e. If CONTRACTOR is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, CONTRACTOR shall notify COUNTY of the nature and scope of such request and the CONTRACTOR shall make available, upon written request of COUNTY, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

17. **DRUG-FREE WORK PLACE.** CONTRACTOR shall provide a drug-free work place and shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code section 8350 et seq.).

18. **CULTURAL COMPETENCE.** CONTRACTOR and COUNTY shall use a set of professional skills, behaviors, attitudes, and policies in their systems that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of patients.
19. **INDEPENDENT CONTRACTOR.** CONTRACTOR is an independent contractor in the performance of its services and obligations under this Agreement. This Agreement is not intended to constitute a partnership or joint venture. Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.
20. **INTEREST OF PUBLIC OFFICIALS.** No officer, agent, or employee of COUNTY during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
21. **DISPUTE RESOLUTION.**

The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement or dispute.

If the parties are unable to arrive at a mutually satisfactory solution through good faith business discussions, they shall first engage in mediation using the services of the American Health Lawyers Alternative Dispute Resolution Service or another dispute resolution service that is mutually acceptable to the parties. The parties shall share the costs of mediation equally.

If the parties are unable to resolve their dispute through mediation, they shall submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted before a single arbitrator in a location mutually agreed upon by the parties or in Hollister, CA if they are unable to agree to a location. In no event will the arbitrator have the power to exceed the scope of this Agreement with regard to limitations on warranties or damages. Judgment on an arbitration award that is consistent with this Agreement may be entered in any state or federal court of competent jurisdiction. The parties shall share the costs of arbitration equally.

Except for mediation and arbitration fees, which shall be shared by the parties, each party shall bear its own attorney's fees and other expenses associated with resolution of any dispute.

22. **WAIVER.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by CONTRACTOR or COUNTY.
23. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter contained herein, and no other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.
24. **CONTROLLING LAW.**
 - a. **Laws of California Control** The terms and conditions of this Agreement and all its Exhibits and rights and duties hereunder shall be governed by and construed in accordance with the laws of the State of California.
 - b. **Rules of Interpretation** no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision and this Agreement shall be construed as if jointly prepared by the parties.
25. **VENUE.** If either party files a lawsuit to enforce any provision of this Agreement, the proper venue for such a lawsuit shall be the Inyo County Superior Court.
26. **PARTIAL INVALIDITY.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.
27. **GENDER.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.
28. **ASSIGNMENT.** This Agreement and the rights and obligations hereunder are not assignable by either party. Notwithstanding the foregoing, CONTRACTOR shall have the right to utilize subcontractors, provided such subcontractors comply with the provisions of this agreement. The use of a subcontractor will not release CONTRACTOR from its obligations hereunder.
29. **NOTICES.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly

addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

CONTRACTOR: Kings View Professional Services
Attn: Amanda Nugent Divine, CEO 7170 N.
Financial Drive, Suite 110 Fresno, CA 93720
(559) 256-0100 ext. 3011

COUNTY: Inyo County Behavioral Health
Attn: Marilyn Mann
Interim Local Behavioral Health Director
1360 North Main Street, Suite 124
Bishop, CA 93514
(800) 841-5011

30. **INTERPRETATION.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party, and any ambiguities shall not be strictly construed for or against either party.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth above.

"COUNTY"
COUNTY OF INYO

By 
Chairperson
Inyo County Board of Supervisors

Date: September 14, 2021

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL

By 

Date: September 3, 2021

CLERK OF THE BOARD

By 
Assistant Clerk

Date: September 15, 2021

.....
"CONTRACTOR"
KINGS VIEW PROFESSIONAL SERVICES

By 
Amanda Nugent Divine, CEO
Kings View Professional Services

Date: 9/1/2021

EXHIBIT A
INYO COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHRS)

Total: \$121,503

Terms: 1/12th monthly

SCOPE OF SERVICES

This Scope of Services is applicable to the utilization of the current EHRS – Electronic Health Record System and migration to a future EHRS when County decides. It is not intended to address issues relative to office application documents, files and network support.

Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

Contractor shall provide the following services:

KV-EHRS Support

1. Contractor supports (as defined in this scope of work) the following EHRS Software products currently in use or planned by County:
 - Client Data System
 - Scheduling System
 - Assessment & Treatment Planning System
 - Doctor's Home Page & E-Prescribing System
 - Cost Accounting System

2. Contractor will provide consultative services to County concerning current design for Client Data, Scheduler and ATP – Assessments, Treatment Plans and Progress Notes when requested by County as

needed.

- 3.** Contractor will maintain a LIVE, TRAIN and TEST version of EHRIS on software vendor's hosted servers.
- 4.** Contractor will advise on and oversee load EHRIS promotions:
 - a.** Write and provide County to the best of Contractor's abilities a thorough risk-benefit analysis for all EHRIS promotions based on supplied documentation from EHRIS Software to include:
 - Summary of the purpose(s)
 - List of known and potential risks
 - List of known and potential benefits
 - Reporting implications
 - Identify any additional report functionality
 - b.** Test EHRIS promotions and work out known bugs.
 - c.** Activate promotions only with County's authorization and in accordance with EHRIS Software policy and procedures. County will provide Contractor with list of County staff allowed to authorize installation of promotions.
 - d.** County is aware failure to load all EHRIS promotions in sequence and as supplied by EHRIS could impact Contractor's ability to meet scope of services as discussed in Exhibit A and EHRIS support.
- 5.** Contractor will provide assistance with EHRIS customization including workflow redesign, keying guides, design, and development of management forms, training materials and other assistance as it relates to various purchased modules of EHRIS as needed and requested by County.
- 6.** Contractor will provide the following forms of documentation:
 - a.** Develop manuals for AR and State Reporting delineating Contractor and County tasks and responsibilities.
 - b.** Provide Risk/Benefit Analysis of Credible Promotions (see A.4 above).
 - c.** Provide County with Kings View Status Report overall operations of

County's EHR Software as mutually agreed. Report format, content and frequency will be determined and modified as needed by mutual agreement.

- d. Document County's system schema as it relates to Kings View provision of services and at the discretion of County's Information Technology management.
- e. Consultation and assistance with Special Projects (audits, state reviews, other ad hoc requests) as needed by County including the following:
 - f. Data/Reports
 - g. Participate in Meetings/Calls

7. Status Reporting

- a. Meet quarterly at mutually agreed time with County to identify problems/issues and agree to solutions.
- b. Complete Kings View Status Report

8. Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.

9. Contractor will use all reasonable efforts to work with Credible Software and County to adhere to California compliance requirements set forth by California Department of Health Care Services.

10. Contractor will work jointly with County to obtain certification of compliance with all applicable Medicare, Medi-Cal and HIPAA billing requirements and regulations.

11. Contractor will maintain management forms and related data tables for State reporting, billing and security.

12. Contractor will provide specialized reporting as required by County/State as a result of mandatory audit/reporting requirements. Contractor will provide customized reporting formats, forms, and update data tables as required for County's operation, and Contractor will generate reports for

County as requested.

13. Contractor will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.
14. Contractor and County will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities and processes for each party.
15. Contractor will provide support as Lead for County's continued implementation strategies of various modules of the Electronic Health Record System.
16. Assist at County's request in the development of a Disaster Plan that addresses at a minimum a detailed back up plan for two crisis scenarios:
 - a. Power outage beyond 1 workday and
 - b. Corruption of data.

Monthly Revenue Cycle Support for Funding Sources:

1. Contractor will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at Contractor's EHRS office, and provide support and assistance to County staff for Month-end A/R and Billing Processes for all requirements set forth by California Department of Health Care Services.
2. Contractor will provide training and support to program staff for program processes required in the month-end process.
3. Contractor will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files. County will be the Sole party responsible for ensuring timeliness, accuracy and the complete entry of data by County staff necessary for Contractor to submit electronic claims or files.
4. Contractor will perform data review to ensure HIPAA compliance for electronic submittal to State, Medicare or other third-party payer in preparation for Contractor electronic data submission. County will

upload after Contractor review. Contractor will provide support to address issues when County posts electronic Explanation of Benefits (EOB) electronic files from State, Medicare or other third-party payer in accordance with EHRS Software policy and procedures.

5. Contractor will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked. Contractor will provide County upon request a copy of County's support requests.
6. Contractor will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to County management monthly with status updates.
7. When Contractor makes changes to existing information systems software that results in a need for consultation or training of county employees, the associated costs will be paid by the Contractor.
8. County had opted to submit 837P files and download 835 files. County and Contractor will develop procedures and policies to ensure both parties know when files are created or posted to County's EHRS application.

County Staff Support

1. Contractor will maintain a help desk as support to County staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to County staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding County holidays. County will designate staff members who will be authorized to access help desk support on behalf of County staff.
2. County staff will be provided with access to Contractor's shared documents seven days a week, 24 hours a day.
3. Contractor will provide remote support as needed via Cell Messaging and Email after normal business hours, including all holidays.
4. Contractor will provide County staff with 48 hours advance notice when

planned system maintenance time by software hosting facility is required. County is aware some planned system maintenance or network upgrades could result in extended downtimes depending on systems being upgraded.

State Reporting

1. Contractor will perform data review to ensure data from County's software meets requirements for electronic submission to State.
2. Contractor will edit, create, and submit following electronic files on behalf of County:
 - a. California Outcomes Measurement System (CalOMS)
 - b. Client and Service Information (CSI)
 - c. Child and Adolescent Needs and Strengths (CANS)
 - d. Pediatric Symptom Checklist (PSC 35)
 - e. Adult Outcome Report – TBD
3. Network Adequacy Certification Tool (NACT) – County will be solely responsible for the gathering of required documents. Contractor will upload and/or provide assistance to County as mutually agreed to meet reporting requirements. Contractor will submit Network Adequacy Certification Tool (NACT) and commits to reviewing additional functionality when State provides rules for editing the file.
4. In the event new electronic reporting requirements are requested by State, during term of agreement, Contractor will review feasibility of submission and develop process to upload to appropriate agency. County agrees any additional fees will be included as an addendum to current agreement.

Basic Dashboards Included:

1. Contractor supports (as defined in this scope of work) the following dashboards and analytic tools associated with the areas of interest to customer:
 - Productivity
 - Case Assignments
 - PHQ9/GAD7 or similar (MORS)
 - Timeliness of Service
 - CANS
 - Claims Pay Source
 - Client Demographics
 - Appointment Type
 - Assignments

COUNTY may request additional analytic dashboards which are a part of our library and similarly priced from CONTRACTOR in place of listed dashboards in Section F.1. Additional fee may apply for unique dashboards specific to COUNTY or local providers not applicable to other sites based on scope and complexity of dashboard.

2. Contractor will provide consultative services to customer concerning dashboards, design, functionality, and any specific customizations.
3. Contractor will provide consultative services to customer developing custom dashboards which may not be part of Contractor's current library. Any custom dashboards created become a part of Contractor's library of dashboards available to all customers.
4. Contractor will monitor and maintain dashboards utilized by customer.

5. Contractor will modify and enhance dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and Customer prior to any upgrade. Customer maintains the right not to include the proposed changes or functionality into their dashboards.
6. Contractor will refresh all dashboards periodically as mutually agreed by Contractor and Customer.
7. Contractor will monitor and maintain Tableau server licenses for customer and provide access to Tableau reader utilized by dashboard applications.
8. Contractor will provide quarterly reports to customer related to data trends and anomalies of dashboards.
9. Contractor will provide training and support to program staff for using various dashboards and analytic tools developed for customer.
10. Contractor will develop and support additional dashboards as requested by County for additional fees based on complexity of dashboard and data extraction methodologies.
11. Contractor will develop temporary dashboards for Performance Improvement Projects (PIPs). Dashboards which County wishes to be permanent will be subject to item 10.

EXHIBIT B

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM

TOTAL: \$75,010 Milestone Fees (2): \$37,505

Credible Electronic Health Record System (EHRS):

- 45 Named Users, up to 30 Concurrent users
- Clinician Homepage
- Doctors Homepage
- Client Demographics/Services/Billing
- Real Time Eligibility
- Clinical Documentation and Progress Notes
- Assessments and Treatment Planning
- Mobile
- Client Portal
- Compliance and Audit Management
- Messaging/Alerts/Texting
- State Reporting
- eRx with Controlled Substances
- eLabs
- eMAR – Electronic Medication Administration
- HIE – Health Information Exchange Functionality

Credible Implementation included in above pricing.

- Project Management
- Training
- System Configuration
- Data Conversion and Validation
- Weekly calls/webinars
- System Acceptance
- Go-Live Support

Implementation start date and timeline to be mutually agreed between County and Contractor.

Milestone Fee 1 - Due Start Month - \$37,505

Milestone Fee 2 - Due Go-Live Month - \$37,505

EXHIBIT C

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM SOFTWARE AS A SERVICE (SaaS)

ANNUAL TOTAL: \$59,028

Monthly Fee: \$4,919

- Core Monthly User Fees – 45 Named Users / 30 Concurrent Maximum
- Monthly e-Prescribing with EPCS
- Monthly eLabs
- Monthly Client Engagement (messaging/texting)
- Monthly Mobile
- DSM-5
- Monthly Real-Time Eligibility
- Hosting secured/redundant/24-7 access

First Monthly Fee due 30 days prior to go-live Credible EHRS.

EXHIBIT D

INYO COUNTY

**KINGS VIEW - CERNER
SUPPORT AGREEMENT**

Scope of Service Item	FY2021-2022	FY 2022-2023	FY2023-FY2024
A. ANNUAL RECURRING COSTS	\$21,940	\$22,598	\$0
a. Support Agreement - Cerner			
b. DSM-V Licenses	\$427	\$427	\$0
c. Mertech and VDF License	\$975	\$975	\$0
e. Hosting Cerner	\$19,800	\$20,800	\$21,800
B. Prior Year Hosting Cerner FY-2020-2021	\$19,800		
Total	\$62,942	\$44,800	\$21,800



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-165

Women, Infants, and Children Sub-Grant Contract Agreement Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Sandra Salazar, WIC Director/RD

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and the National Women, Infant, and Children (WIC) Association for the AHEAD 2.0: Strengthening and Diversifying the WIC Workforce Project grant award in the amount of \$7,750.00 for the period of March 1, 2024 to November 30, 2024, and authorize Inyo County WIC Director to sign for award.

BACKGROUND / SUMMARY / JUSTIFICATION:

International Board Certified Lactation Consultants (IBCLCs) play a vital role as integral members of the maternal-child health team. They offer expert breastfeeding and lactation care, advocate for changes that bolster breastfeeding initiatives, and mitigate the risks associated with not breastfeeding. In Inyo County, there are just two IBCLCs, and there remains a pressing need to further augment this workforce which Inyo County WIC hopes to do with the support of this grant.

Currently, IBCLCs are accessible through the Northern Inyo Hospital's Women's Health Clinic by appointment or via private practice. However, both avenues present distinct challenges for our community. The clinic reports a significant waiting period for consultations with the seasoned IBCLC, who also serves as a midwife. Conversely, the burgeoning private practice offered by the second IBCLC is still in its early stages, offering ample opportunities for growth and community outreach. Only one of these two local IBCLCs is bilingual, emphasizing the necessity for greater linguistic diversity in support services.

This grant would allow the Health and Human Services Department to fully fund IBCLC training for our bi-lingual WIC Director/Registered Dietitian Nutritionist (RDN), thereby enhancing the support network available to our communities. The Department respectfully

requests authorization to accepted these funds and asks your Boards approval to allow the WIC Director to sign the funding agreement.

FISCAL IMPACT:

Funding Source	Grant Funded	Budget Unit	045100
Budgeted?	Yes	Object Code	4499
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

This will be deposited into Health and the expenses paid out of Health. The county WIC budget needs to match the state WIC budget and this is a different grant.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to accept the award, which would result in an absence of certified lactation consultants in Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Inyo Subrecipient Agreement

APPROVALS:

Stephanie Tanksley	Created/Initiated - 3/12/2024
Darcy Ellis	Approved - 3/12/2024
Sandra Salazar	Approved - 3/18/2024
Melissa Best-Baker	Approved - 3/19/2024
Stephanie Tanksley	Approved - 3/19/2024
Anna Scott	Approved - 3/19/2024
John Vallejo	Approved - 3/19/2024
Amy Shepherd	Approved - 3/19/2024
Nate Greenberg	Final Approval - 3/25/2024

SUB-GRANT CONTRACT AGREEMENT

This SUB-GRANT CONTRACT AGREEMENT (“Agreement”), is effective as of June 12, 2023 (“Effective Date”) by and between **National WIC Association** (“Grantor”), with offices located at 1099 14th Street, Suite 510E, Washington DC 20005 (“NWA”), and **Inyo County WIC**, with offices located at 1360 N. Main Street, Bishop, CA 93514 (“Subrecipient”).

WHEREAS, NWA has entered into a contract of agreement with the Walmart Foundation (“Grantor”) with a final execution date of December 31, 2024 (“Grant Agreement”) set forth in Attachment 1 under which Grantor grants NWA an award for the principal purpose of strengthening and diversifying the WIC program’s network of Registered Dietitians (RDs) and International Board Certified Lactation Consultants (IBCLCs) for the purpose of not solely training individuals to provide vital nutrition and breastfeeding education and support, but to ensure WIC professionals are diverse and reflective of the communities they serve (“Project”); and

WHEREAS, NWA desires to engage Subrecipient to provide Services (defined below) in connection with the Project; and

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows.

1. Term. This Agreement is effective as of the Effective Date and shall continue thereafter in full force and effect through November 30, 2024 (the “Term”). The Term of this Agreement shall be extended only by the mutual agreement between NWA and Subrecipient, which agreement shall be set forth in writing, and signed by each party to this Agreement. The Services shall begin no later than July 1, 2023.

2. Services. Subrecipient shall be responsible for utilizing and/or dispersing the sub-grant to fund programs to assist their State and/or Local Agency WIC staff to complete the requirements needed to apply for and sit the International Board of Lactation Consultant Examiners (IBLCE) exam in 2023 or 2024, with funds permitted to be utilized:(i) for providing those services set forth on Exhibit A (the “Work Plan”), attached hereto and fully incorporated herein all in accordance with the terms and conditions of this Agreement, including but not limited to the Grant Agreement (collectively the “Services”), (ii) the development, implementation and evaluation of a comprehensive education plan, (iii) the pre-purchase and purchase of courses, continuing education credits, examination fees, study guides and other study-related resources and tools, and professional memberships, and (iv) project reporting (as described in more detail in Section 4), and for no other purposes (collectively, the “Permitted Activities”). Subrecipient agrees to undertake the Permitted Activities in accordance with the Grant Agreement, instructions of NWA, and any delivery deadlines and requirements set forth in the Work Plan. The Permitted Activities will be performed on a non-exclusive, no material interference basis throughout the Term. Subrecipient acknowledges and agrees that time is of the essence with respect to the completion of all Deliverables, including all Permitted Activities performed hereunder. As between NWA and Subrecipient, no changes may be made to the nature or scope of the Deliverables, Permitted Activities or Project without the express written consent of NWA.

3. Compensation/Use of Funds. Provided that Subrecipient is not in breach hereunder, as full and complete consideration for Subrecipient undertaking the Permitted Activities under this Agreement, NWA agrees to pay to Subrecipient a maximum of **Seven Thousand Seven Hundred and Fifty U.S. Dollars (\$7,750.00 USD)** (the “Compensation”) during the Term of this Agreement, payable within thirty (30) days of full execution of this Agreement. The Compensation must be used only for the Permitted Activities provided hereunder during the Term, in accordance with the terms and conditions of this Agreement, including but not limited to the Work Plan and the Grant Agreement. The Compensation shall be used for all expenses related to the Permitted Activities, including costs of college-level course fees, lactation-specific continuing education credits, conferences, textbooks, professional association memberships, IBLCE examination fees, and any other expenses necessary for successful completion of the Services. Subrecipient shall expend the Compensation in accordance with the Budget which is included as Exhibit B, and fully incorporated herein, and shall notify NWA of any requests to reallocate the Budget, with the approval or denial of such a request being granted or withheld in the sole discretion of NWA. Subrecipient is responsible for any overages in connection with the Permitted Activities beyond the Compensation. For the avoidance of doubt, none of the Compensation may be used for providing a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(d)(3) of the Internal Revenue Code; campaigning for someone to be elected; carrying on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code; influencing the outcome of any specific public election or carrying on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Internal Revenue Code; supporting for-profit activities; and/or lobbying for any purposes. Any portion of the Compensation not used in accordance with this Agreement will be promptly returned to NWA before the expiration or termination of the Term. NWA shall have the right to modify the Compensation in the event Subrecipient underspends. Subrecipient shall remit residual funds to NWA via electronic transfer (preferred method) or check.

4. Monitoring and Reporting Performance. Subrecipient will provide the following reports to NWA or NWA’s designee:

(a) Monthly-Implementation Programmatic and Financial Report: Subrecipient shall provide a detailed programmatic and financial report to NWA, monthly on or before the 5th business day after the previous month’s end (the “Monthly Report”). The Monthly Report shall detail the portion of the Compensation expended up until that point, with a line-by-line breakdown of each expenditure and a breakdown which details how such expenditures compare to the Budget. Subrecipient shall maintain copies of all employee invoices and receipts or detailed documentation of other expenses related to the ongoing and/or completed Permitted Activities. Such support documentation shall be attached to the Monthly Report. The Monthly Report shall also detail qualitative and quantitative information on the monthly progress towards achieving the Project targets and objectives, as of the date of submission.

(b) Final Implementation Programmatic and Financial Report: Within fifteen (15) days of expiration, repayment, or termination of this Agreement, Subrecipient shall submit to NWA a final implementation programmatic and financial report (the “Final Report”). At a minimum,

the Final Report shall include actual expenditures as of the date of the Final Report against the approved line item of the Budget in addition to (i) a statement of progress made toward the achievement of originally stated aims and any problems or obstacles encountered in the effort to achieve the Project purposes; (ii) description of results (positive or negative) considered significant; (iii) list of publications resulting from the project, with plans, if any, for further publication, and (v) IBLCE examination results.

5. Books, Records, Access, Audit. Subrecipient shall maintain and show the Compensation separately on its book of account and shall keep and maintain books and records with respect to the Services rendered hereunder in such form and manner as is consistent with accounting standards and any requirements of NWA, including as required by Grantor in the Grant Agreement. Subrecipient shall retain all records and other supporting documents relating to this Agreement for four (4) years after the Agreement's termination or expiration date. NWA and/or its designated entity shall have the right to audit Subrecipient's books related to the Project or

Permitted Activities during the Term and the one-year period thereafter provided that NWA gives Subrecipient reasonable notice of such request and that any such audit is conducted during Subrecipient's regular business hours and at the sole expense of NWA. Further, at the expense of NWA and/or its designated entity, NWA and/or its designated entity may monitor and conduct an evaluation of Subrecipient's operations under the Agreement, which may include visits to observe Subrecipient's procedures and operations and to discuss the same with Subrecipient's personnel.

6. Independent Contractor Status. It is the express intention of the parties to this Agreement that the Subrecipient shall not be treated as an employee, agent, partner, or owner of NWA. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between NWA and Subrecipient.

7. Ownership. The parties acknowledge and agree that NWA shall own all right, title and interest in and to anything created by or on behalf of Subrecipient while undertaking the Permitted Activities, and any results and proceeds thereof, including but not limited to any research and Deliverables provided hereunder (collectively, the "Works"), and all trademarks, copyrights and moral rights (and extensions and renewals thereof) therein, and shall have the exclusive right in perpetuity to use, exploit, advertise, exhibit, and otherwise turn to account all of the foregoing in all media, whether now known or unknown, throughout the universe, in all languages. Any materials written or contributed by Subrecipient or any other third party pursuant to this Agreement are intended by Subrecipient and NWA to be a "work-made-for-hire" pursuant to Section 201 of Title 17 of the United States Code. In the event such materials are found not to be works-made-for-hire, then Subrecipient hereby irrevocably grants, assigns, and transfers to NWA, free and clear of all claims for royalties or other compensation except as may be expressly set forth herein, all rights, including all copyrights and copyright renewals, extensions and revivals, with respect to the Works, and any part thereof, exclusively and perpetually, throughout the universe, in all media, now or hereafter known. In the event of termination, suspension, or expiration, NWA shall retain ownership of all development materials in the Works.

8. Approvals and Controls. All Permitted Activities shall be completed in accordance with and subject to the requirements determined by NWA. NWA will collaborate with Subrecipient in good faith in connection with the performance of all Services and the development and implementation of all Permitted Activities under this Agreement.

9. Confidentiality/Proprietary Information. The provisions of this Section 9 shall survive the termination of this Agreement regardless of the cause of or reason for such termination.

(a) Publicity. Subrecipient shall not issue any press release or engage in public promotion concerning the Project, NWA, Grantor or Subrecipient's undertaking of the Permitted Activities hereunder without consulting NWA prior to such action.

(b) Confidential Information. Subrecipient acknowledges and agrees that it will have access to, or be involved in the making or development of, confidential and proprietary information concerning the business and financial activities of NWA and/or information and technology regarding the Project; NWA's services, research and development, including without limitation properties, employees, marketing plans, processes, data and know-how, improvements, inventions, discoveries, studies, techniques, specifications, computer programs (in source and object code), databases, products (actual or planned) and any intellectual property; and confidential or proprietary information from third parties subject to a duty on NWA's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Such information, whether documentary, written, oral or digital format, shall be deemed to be and referred to as "Proprietary Information."

(i) Proprietary Information shall be deemed to include any and all proprietary information disclosed by or on behalf of NWA irrespective of form, but excluding information that (A) was known to Subrecipient prior to its association with NWA and can be so proven by Subrecipient by documentary evidence; (B) shall have appeared in any printed publication or patent of a third party or shall have become a part of the public knowledge except as a result of a breach of this Agreement by Subrecipient; or (C) shall have been received by Subrecipient from a third party having no obligation to NWA.

(ii) Subrecipient agrees and declares that all Proprietary Information and rights in connection therewith shall be the sole property of NWA and any of its assignees. During the Term and thereafter, Subrecipient will keep in strict confidence and trust all Proprietary Information, and Subrecipient will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of NWA, except as may be necessary in the ordinary course of performing Subrecipient's duties under this Agreement in the best interests of NWA.

10. Subrecipient's Representations, Warranties and Covenants. Subrecipient hereby warrants and represents that:

(a) Subrecipient is free to enter into and to perform fully this Agreement, and has full right, power, and authority to enter into this Agreement, and there is no agreement, obligation or other

encumbrance to which Subrecipient is a party or to which Subrecipient is bound which conflicts with the provisions of this Agreement;

(b) Subrecipient shall undertake all Permitted Activities , and any Works shall be produced, in accordance with all applicable laws, statutes, ordinances, rules, regulations and requirements of all governmental agencies and regulatory bodies, both domestic and foreign, having jurisdiction with respect to Subrecipient's activities under this Agreement;

(c) Subrecipient's Works shall be original and not infringe upon any intellectual property or any other right of any other person, and have not previously been published;

(d) Subrecipient has obtained and will maintain at all times during the Term of Subrecipient's undertaking of Permitted Activities hereunder any and all work permits, immigration clearances and other clearances necessary to enable Subrecipient to undertake the Permitted Activities hereunder;

(e) Subrecipient is familiar with operating a state or local WIC Agency and conducting activities to enhance the WIC participant experience;

(f) Subrecipient has the capacity to manage programmatic and fiscal responsibilities for the Agreement, troubleshoot any logistical issues within its agency related to contracting and wiring funds, and attend a mandatory training that may require traveling out of state;

(g) Subrecipient has experience collaborating with public health partners in a coalition or workgroup to improve community health, if applicable to the promising practices pursued for this project;

(h) Subrecipient shall conduct any research in compliance with the ethical standards and the criteria for approval and conduct of research set for in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time) and all other federal and state laws applicable to any research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board (IRB) approval, when applicable, and obtaining informed consent of participating research subjects; and

(i) Subrecipient shall comply with all applicable federal and state statutes and regulations regarding the privacy and security of such information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 201 et seq., as amended, and its applicable implementing regulations, 45 C.F.R. Part 164 (HIPAA). Any health information reported to the Grantor will be de-identified within the meaning of the HIPAA privacy rule or will be consistent with the research subject's signed HIPAA authorization or will be otherwise permissible under law.

11. NWA's Representations and Warranties. NWA hereby warrants and represents that:

(a) NWA is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, and this Agreement has been duly authorized and constitutes the

legally valid and binding obligation of NWA, enforceable against NWA in accordance with its terms;

(b) the consent of no other person or entity is necessary for NWA to enter into and fully perform this Agreement; and

(c) there is no matter, litigation, tax claim, proceeding or dispute pending or threatened against or affecting NWA or its property, the determination of which would materially impair NWA's ability to perform its obligations hereunder.

12. Indemnification. Subrecipient agrees to indemnify and hold NWA and each of its parents, subsidiary and affiliated entities, affiliates, and their respective officers, directors, members, managers, partners, joint venturers, third-party employees and agents harmless from any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses), relating to or arising out of (i) any agreement, representation or warranty made by Subrecipient under this Agreement, and/or (ii) any materials contributed by Subrecipient hereunder.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL NWA BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

14. Suspension and Termination.

(a) This Agreement may be suspended or terminated at any time:

(i) By mutual written agreement of NWA and Subrecipient; or

(ii) By NWA if any representation or warranty of Subrecipient shall be inaccurate or breached; if Subrecipient shall have breached any of the covenants set forth in this Agreement or failed to perform the obligations hereunder, as amended from time to time; if in NWA's sole judgment, Subrecipient becomes unable to carry out the purposes of the grant and ceases to be an appropriate means of accomplishing the purposes of the grant.

(b) The suspension or termination of this Agreement shall not affect the exclusive ownership by NWA of the results and proceeds of Subrecipient's Permitted Activities hereunder or alter any of the rights, licenses or privileges of NWA in connection therewith. If this Agreement shall be suspended or terminated under any of the provisions herein contained, then Subrecipient and NWA shall each be relieved of any further obligations hereunder (or in the event of suspension, until NWA lifts the suspension), with the exception of any final reports to be completed by Subrecipient as may be required by NWA. Further, in the event of termination of

this Agreement, Subrecipient agrees to cooperate with NWA to facilitate a transition of the Works completed as of the date of termination to NWA, as determined by NWA in its sole discretion. Termination also shall not affect any other rights or remedies that either party may have at law or in equity.

15. No Obligation to Use. NWA shall have no obligation to use any of the results of Subrecipient's Permitted Activities or any proceeds thereof or to exercise any of the rights granted to NWA hereunder.

16. Changed Circumstances; Regulatory Action. Subrecipient shall promptly notify NWA in writing if there is any change in circumstances that might affect Subrecipient's ability to carry out the terms of this Agreement; Subrecipient undergoes a merger, division or other corporate reorganization; Subrecipient becomes subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or makes an assignment for the benefit of creditors; Subrecipient becomes subject to an investigation or proceeding brought by the Attorney General or any other regulatory agency; or Subrecipient receives notice of any litigation or other legal action relating to the Agreement or is served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the Compensation. In the event that, due to the actions of Grantor, the Compensation is no longer available, the Grant Agreement is terminated, amended or otherwise altered in such a way that effects this Agreement and the terms hereof, or any other change in circumstance makes NWA's performance of this Agreement unduly burdensome, impossible, or otherwise causes the Compensation to become unavailable, NWA shall be permitted to terminate this Agreement, and shall have no further obligations to Subrecipient, except for those terms of this Agreement which survive termination of this Agreement.

17. Force Majeure. If the activities of the Project are hampered, interrupted, or prevented due to an event of force majeure, including, without limitation, an Act of God, war (whether declared or undeclared), riot, civil commotion, fire, casualty, strike (including a strike by the members of any guild or labor union), boycott, labor dispute, act of any federal, state or local authority, pandemic, epidemic, or for any other similar or dissimilar reason beyond NWA's reasonable control, NWA shall have the right to suspend this Agreement, including all payment obligations hereunder, while such event continues (and for such period after its abatement as may be required to resume the activities under the Project). In the event of a force majeure continues for a period of two (2) months, NWA may elect to terminate this Agreement.

18. Remedies. NWA and Subrecipient expressly understand and agree that if NWA breaches this Agreement, the damage, if any, caused to Subrecipient thereby will not be irreparable or otherwise sufficient to entitle Subrecipient to injunctive or other equitable relief. The rights and remedies available to Subrecipient in any such event shall be strictly limited to the right, if any, to recover damages in an action at law, as specified hereinabove, and Subrecipient shall not be entitled by reason of any such breach to restrain NWA's exercise of any of NWA's rights hereunder, to enjoin NWA's use of any work product, or to restrain the development, production, release, broadcast, distribution, advertisement, exploitation or other use of any deliverables or any materials produced in connection with the Project or any print and advertising materials.

19. Non-exclusivity. Subrecipient's Services with respect to the Agreement are non-exclusive. NWA may enter into contracts with other parties in connection with the Project.

20. No Waiver. No waiver by either party of any breach of this Agreement and no failure by either party to exercise any right granted to such party herein shall constitute a waiver of such breach or of such right, nor shall it constitute a waiver of any other breach of, or rights granted in, this Agreement.

21. Further Assurances. Each party hereto shall, at the request of the other party hereto, from time to time, execute and deliver such further instruments and other documents (consistent with the terms and conditions hereof), as may be reasonably necessary to further evidence, perfect, maintain, effectuate or defend any and all of the respective rights and obligations of the parties hereto. Subrecipient agrees to execute such further documents as NWA may require in order to effectuate the purposes and intents of this Agreement.

22. Assignment. This Agreement, at the election of NWA, shall inure to the benefit of NWA's administrators, successors, assigns, licensees, grantees, and associated, affiliated and subsidiary companies, and Subrecipient agrees that NWA and any subsequent assignee may freely assign this Agreement and grant its rights hereunder, in whole or in part, to any person, firm or corporation. This Agreement may be assignable by Subrecipient only with the prior written consent of NWA.

23. Third-Party Beneficiary. NWA and Subrecipient agree that Grantor is an intended third-party beneficiary of this Agreement and shall be entitled to enforce any and all obligations of Subrecipient as if it were a party to this Agreement.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia applicable to contracts executed and to be fully performed therein, without giving effect to any law that would cause the laws of any jurisdiction other than the District of Columbia to be applied.

25. Dispute Resolution.

(a) The parties will attempt to settle any claim or controversy between the parties arising out of or relating to any Project through consultation and good faith negotiation. However, after thirty (30) days of good faith negotiations, either party may by written notice demand that any dispute between the parties arising out of or relating to a Project, except disputes between the parties that relate to the misuse or violation of either party's intellectual property rights, be submitted to arbitration. Any such dispute shall be submitted to binding arbitration before a mutually acceptable arbitrator in Washington, D.C., in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association (AAA) notwithstanding the amount in controversy, provided that:

(i) the arbitration shall be conducted by one (1) arbitrator;

(ii) the selection of the arbitrator shall be made utilizing the “alternate strike method” from a panel of potential arbitrators provided by the AAA;

(iii) the parties shall request the arbitrator to award *reasonable* legal, accounting and expert-witness fees to the prevailing party; and

(iv) the parties agree that any arbitration hereunder shall be consummated within 180 days of the assertion of a claim before the AAA, unless otherwise determined by the arbitrator.

(b) In any arbitration, judgment upon the award rendered by the arbitrator, which shall be final and binding upon the parties, may be entered in any court having jurisdiction thereof. This section shall survive termination of any Project.

26. Notices. Any notices required to be given hereunder by any party hereto shall be in writing and may be affected either by personal delivery in writing or by certified mail, facsimile transmission or email communication to such party as follows:

If the notice is to NWA:

National WIC Association
1099 14th Street, Suite 510E
Washington DC 20005
Attention: Georgia Machell

with a courtesy copy to:

Riley Safer Holmes & Cancila LLP
121 W. Washington Street, Suite 402
Ann Arbor, Michigan 48104
Attention: George Ryan Holton
gholton@rshc-law.com

If the notice is to Subrecipient:

Inyo County WIC
1360 N. Main Street
Bishop, CA 93514
760-872-8169
ssalazar@inyocounty.us
Attention: Sandra Salazar, Registered Dietitian Nutritionist and WIC Director

All notices and other communications given in accordance with the provisions of this Agreement shall be deemed to have been given and received when delivered by hand or transmitted by facsimile or email (with acknowledgment received), or three (3) business days after the same are sent by certified or registered mail, postage prepaid, return receipt requested

or one (1) business day after the same are sent by a reliable overnight courier service, with acknowledgment of receipt.

27. Entire Agreement. This Agreement, (a) contains the complete and exclusive statement of the terms and conditions of the Agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof and (b) may not be changed orally but only by a writing signed by each of the parties hereto.

28. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective permitted successors and permitted assigns.

29. Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to govern, limit, modify or otherwise affect any of the provisions hereof.

30. Severability. The provisions of this Agreement shall be deemed severable and if any provision hereof shall be held invalid and unenforceable by any court of competent jurisdiction or as a result of future legislative action, the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof, so long as the remaining provisions, taken together, are sufficient to carry out the overall intentions of the parties hereto as evidenced hereby.

31. Counterparts. This Agreement may be executed by facsimile (including by scanned PDF copy) in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

NATIONAL WIC ASSOCIATION

INYO COUNTY WIC

By: _____

By: _____

Georgia Machell

Printed Name: _____

Interim President & CEO

Title: _____

ATTACHMENT 1
APPROVED BUDGET

Inyo County WIC

AHEAD 2.0: Strengthening and Diversifying the WIC Workforce Project

PROJECT DATE: March 1, 2024 to November 1, 2024

Expense category	Approved Amount
Professional Development	
<i>Sandra Salazar</i>	\$0.00
Continuing Education Fees	
<i>Sandra Salazar</i>	\$7,500.00
Supplies	
<i>Sandra Salazar</i>	\$250.00
Examination Fees	
<i>Sandra Salazar</i>	\$0.00
Total Awarded by NWA:	\$7,750.00

EXHIBIT A
WORK PLAN

	Staff: Sandra Salazar	2024			
		Q 1	Q 2	Q 3	Q 4
Activity	Persons Responsible	Jan-Mar 2024	Apr-Jun 2024	Jul-Sep 2024	Oct-Nov 2024
Complete coursework and lactation specific education at UCSD Extension to be deemed eligible to apply for 2025 IBLCE examination.	Sandra Salazar				x

*Indicates detailed work plan



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-216

Modification No. 3 of Subcontract between County of Inyo and Advocates for Human Potential Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve Modification No. 3 to the agreement between the County of Inyo and Advocates for Human Potential, Inc. (AHP) of Pasadena, CA, increasing the contract to an amount not to exceed \$958,684.00, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Department of Health Care Services added a mobile crisis team benefit for all Medi-Cal beneficiaries that Inyo must begin implementing by April 1, 2024. DHCS has contracted with Advocates for Human Potential to act as a technical assistance provider and funding intermediary to assist counties with planning and implementation of this new benefit. Mobile crisis services are designed to provide relief to beneficiaries experiencing a behavioral health crisis, including through deescalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. While mobile crisis services are intended to support an integrated approach to responding to both mental health and substance use related crises, this benefit is not intended to replace emergency medical services for medical emergencies. Mobile crisis services include warm handoffs to appropriate settings and providers when the beneficiary requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed; and short-term follow-up support to help ensure the crisis is resolved and the beneficiary is connected to ongoing care.

The Subcontract Agreement with the Advocates for Human Potential, Inc. (AHP) was approved by the Board on March 1, 2022 for \$200,000 for planning of the Crisis Care Mobile Unit Program (CCMU). Planning was completed February 14, 2023 with the submission of an application for an additional \$300,000 to implement the CCMU Program. Inyo County HHS has been allocated, through the Modification #2 to the Subcontract Agreement the additional funds to begin the implementation of the CCMU program.

Inyo County Health & Human Services received this agreement modification in March, 2024 and began the routing process. This modification includes an increase in implementation funding in the amount of

\$485,684.00 for the implementation of the State required crisis care mobile services. HHS will utilize the additional funds to, in part, purchase a vehicle that will be equipped to allow crisis-response staff to deliver field-based services in Inyo County. Implementation funds will also be used to partially cover administrative and personnel cost for the CCMU team. The Department respectfully requests your Board ratify and approve this amendment.

FISCAL IMPACT:

Funding Source	Grant Funded (State grant)	Budget Unit	045200
Budgeted?	Yes	Object Code	4499
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
This increase allowed us to purchase the vehicle and supplies needed for outreach and crisis response.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If Modification No. 3 to the Subcontract Agreement is not approved, the County will lose the opportunity to pay for the vehicle and supplies needed to implement the Crisis Care Mobile Unit.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Local hospitals, schools, law enforcement agencies and probation, the county's re-entry program, behavioral health programs, county prevention programs, and other non-profit organizations.

ATTACHMENTS:

- Modification No. 3 to Subcontract

APPROVALS:

Melissa Best-Baker	Created/Initiated - 3/13/2024
Darcy Ellis	Approved - 3/13/2024
Melissa Best-Baker	Approved - 3/22/2024
Lori Bengochia	Approved - 3/22/2024
Anna Scott	Approved - 3/26/2024
John Vallejo	Approved - 3/26/2024
Amy Shepherd	Approved - 3/26/2024
Nate Greenberg	Final Approval - 3/26/2024

Modification #3 to Subcontract Agreement

Subcontract ID: 7460-CA MOBILE CRISIS (CCMU-IMPL)-INYO-01G

Subcontract Effective Date: As of September 15, 2021

Extension/ Modification Date: Effective as of December 31, 2023

Subcontractor: COUNTY OF INYO (“INYO”)
ATTN: Anna Scott
Director Inyo County Health & Human Services
 1360 North Main Street, Suite 124, Bishop, CA 93514
 Phone: (760) 873-3305
 Email address: ascott@inyocounty.us

Prime Contract ID: **Client: California Department of Health Care Services**
Agreement No.: 21-10349
Contract Title: “Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)”

AHP Staff Contact(s): **AHP Project Director: Monica Reeves**
 Tel: (978) 261-1483 (o)/ mreeves@ahpnet.com

Recitals:

WHEREAS, the parties wish to make certain written changes to this Subcontract 7460-CA MOBILE CRISIS (CCMU-IMPL)-INYO-01G, pursuant to the CHANGES AND MODIFICATIONS clause (SECTION 7) under this Subcontract; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

1. Quarters two (2) and four (4) of the Statement of Work are changed as follows:
 - (a) **Quarter two (2):** Equipment funding is **decreased** by THIRTEEN THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$13,400.00) to ZERO DOLLARS AND NO CENTS (\$0.00).
 - (b) **Quarter four (4):** Equipment funding is **decreased** by THREE THOUSAND THREE DOLLARS AND NO CENTS (\$3,300.00) to ZERO DOLLARS AND NO CENTS (\$0.00).

2. Quarters ten (10) through fifteen (15) of the Statement of Work are changed as follows:
 - (a) **Quarter ten (10):**
 - i. Equipment funding is **increased** by FOUR THOUSAND TWENTY DOLLARS AND NO CENTS (\$4,020.00) to **FIVE THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND NO CENTS (\$5,480.00)**.

- ii. Activities/Deliverables funding is *increased* by EIGHTY-FOUR THOUSAND ONE HUNDRED SEVENTY-FOUR DOLLARS AND NO CENTS (\$84,174.00) to **ONE HUNDRED FOUR THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS AND NO CENTS (\$104,382.00)**

(b) **Quarter eleven (11):**

- i. Equipment funding is *increased* by SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$75,000.00) to **TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$225,000.00)**.
- ii. Activities/Deliverables funding is *increased* by EIGHTY THOUSAND ONE HUNDRED SEVENTY-ONE DOLLARS AND NO CENTS (\$80,171.00) to **NINETY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND NO CENTS (\$97,780.00)**.

(c) **Quarter twelve (12):**

Activities/Deliverables funding is *increased* by FIFTY-NINE THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND NO CENTS (\$59,634.00) to **SEVENTY-ONE THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS AND NO CENTS (\$71,744.00)**.

(d) **Quarter thirteen (13):**

- i. Equipment funding is *increased* by FOUR HUNDRED DOLLARS AND NO CENTS (\$400.00) to **ONE THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$1,900.00)**.
- ii. Activities/Deliverables funding is *increased* by SIXTY-NINE THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS AND NO CENTS (\$69,669.00) to **NINETY-ONE THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS AND NO CENTS (\$91,781.00)**.

(e) **Quarter fourteen (14):**

Activities/Deliverables funding is *increased* by FIFTY-THREE THOUSAND TWO HUNDRED TWELVE DOLLARS AND NO CENTS (\$53,212.00) to **SEVENTY-ONE THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS AND NO CENTS (\$71,894.00)**.

(f) **Quarter fifteen (15):**

Activities/Deliverables funding is *increased* by SEVENTY-SIX THOUSAND ONE HUNDRED FOUR DOLLARS AND NO CENTS (\$76,104.00) to **NINETY-ONE THOUSAND ONE HUNDRED TWENTY DOLLARS AND NO CENTS (\$91,120.00)**.

- 3. Consideration under the Subcontract is increased by **FOUR HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS AND NO CENTS (\$485,684.00)**.

4. Subcontract Section 2.3 is modified accordingly to read:

2.3 This Agreement hereby incorporates by reference the Application by Subcontractor as well as Notice of Funding Opportunity.

Total funds currently available for payment and allotted to this Agreement are NINE HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS AND NO CENTS (\$985,684.00).

5. The **Revised** Statement of Work (“SOW”), attached hereto as Attachment D and incorporated herein, shall replace the previous SOW set forth in the Subcontract.
6. The **Revised** Payment Schedule, attached hereto as Attachment E and incorporated herein, shall replace the previous Payment Schedule set forth in the Subcontract.
7. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.
8. All other terms and conditions of the Subcontract Agreement remain unchanged and in effect.

THIS MODIFICATION CONSISTS OF **THREE (3)** TYPEWRITTEN PAGE(S), TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

<input checked="" type="checkbox"/>	ATTACHMENT D	REVISED STATEMENT OF WORK
<input checked="" type="checkbox"/>	ATTACHMENT E	REVISED PAYMENT SCHEDULE

IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.	COUNTY OF INYO
Signature:	Signature:
Name: CHARLES GALLAND	Name:
Title: GENERAL COUNSEL	Title:
Date:	Date:

ATTACHMENT D
REVISED STATEMENT OF WORK
7460-CA MOBILE CRISIS (CCMU-IMPL)-INYO-01G MOD #3

Item	Billing Code	Description/Deliverable	Amount	Due Date
1.	7460.01-002-0001 Quarter 2 01/01/22 – 03/31/22	<p>Coronavirus Response and Relief Services Appropriation Act (CRRSAA) Funds</p> <p>Equipment</p> <p>Community Assessment</p> <ul style="list-style-type: none"> • The Grantee will contract with 1 (one) consultant to work on the following: <ul style="list-style-type: none"> ○ A community mobile crisis needs assessment that shall describe the existence and availability of crisis services available to youth and adults in the Grantee’s county. ○ An action plan, a written proposal that shall address the need of crisis and non-crisis mobile programs in the Grantee’s county (Action Plan). The action plan must be submitted to AHP for approval by February 1, 2023 and approved by DHCS no later than close of business February 14, 2023. • The Grantee will begin conducting Community Needs Assessment activities that will include collecting existing data and information; collecting existing literature; evaluating current services capacity and community resources; and conducting surveys and key informant interviews with County staff. <p>Coordination</p> <ul style="list-style-type: none"> • The Grantee will invite local and regional organization to join the community planning group that will assist the Grantee in developing, revising and approving the Community Needs Assessment and Action Plan. • The Grantee shall convene one (1) virtual Partners Group meeting and will present the overall project management plan including the Community Needs Assessment and Action Plan. <p>Quarterly Report</p> <ul style="list-style-type: none"> • The Grantee will submit a quarterly report by 03/31/22. 	<p style="text-align: right;">\$0.00</p> <p style="text-align: right;">\$39,000.00</p>	03/31/22

		<p>updates, Community Needs Assessment, and Action Plan. The Grantee will present the draft Action Plan for review and feedback by Partners Group, which will be incorporated into the next phase of drafting the Action Plan.</p> <ul style="list-style-type: none"> The Grantee will host a meeting with County staff to present the draft Action Plan for review and feedback, which will be incorporate into the next phase of drafting them Action Plan. <p>Action Plan</p> <ul style="list-style-type: none"> The Grantee will revise the Action Plan using feedback from the Partners Group and County staff. <p>Quarterly Report</p> <ul style="list-style-type: none"> The Grantee will submit a quarterly report by 12/31/22. 		
5	7460.01-002-0001 Quarter 6 01/01/23-03/31/23	<p>Coronavirus Response and Relief Services Appropriation Act (CRRSAA) Funds</p> <p>Coordination</p> <ul style="list-style-type: none"> The Grantee will convene (1) virtual Partners Group meeting. Agenda items will include project update, and Action Plan. The Grantee will share the finalized Action Plan with Partners Group. <p>Action Plan</p> <ul style="list-style-type: none"> The Grantee will finalize the Action Plan and submit to Inyo County HHA leadership by 01/10/23, and to AHP by 02/01/23 for review. The Grantee will submit the final Action Plan to DHCS by 02/14/23. <p>Quarterly Report</p> <ul style="list-style-type: none"> The Grantee will submit a quarterly report by 02/14/23. 	\$21,400.00	02/14/23
		Year 2 Total:	\$107,300.00	
6.	7460.01-002-0000 Quarter 8 07/01/23 – 09/30/23	<p>Behavioral Health Continuum Infrastructure Program (BHCIP) Funds</p> <p>Activities/Deliverables That Build the CCMU Infrastructure</p> <p>a. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: THREE THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS AND NO CENTS (\$3,963.00).</p> <ul style="list-style-type: none"> Assign Twenty-Five (25) percent of Wellness Center Sup. time for coordination and planning activities. <p>b. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND TWO HUNDRED EIGHTY-NINE DOLLARS AND NO CENTS (\$2,289.00)</p>	\$6,252.00	09/30/23

		<ul style="list-style-type: none"> • Assign ten (10) percent of two (2) staff time for data collection, analysis, and quarterly reporting. • Attend all CCMU coaching calls and learning collaboratives. 		
7.	7460.01-002-0000 Quarter 9 10/01/23- 12/31/23	<p><i>Behavioral Health Continuum Infrastructure Program (BHICIP) Funds</i></p> <p><i>Equipment/Property Purchases: TEN THOUSAND FIVE HUNDRED NINETEEN DOLLARS AND NO CENTS (\$10,519.00)</i></p> <ul style="list-style-type: none"> • Two (2) laptops at ONE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$1,800.00) each, for a total of THREE THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$3,600.00). • Four (4) iPads at FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00) each for a total of TWO THOUSAND DOLLARS AND NO CENTS (\$2,000.00). • One (1) wireless printer/fax/Scanner at ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00). • Six (6) folding chairs at FIFTY DOLLARS AND NO CENTS (\$50.00) each, for a total of THREE HUNDRED DOLLARS AND NO CENTS (\$300.00). • General office supplies (pens, pencils, staplers, highlighters, printer paper, etc.) for a total of SIX HUNDRED DOLLARS AND NO CENTS (\$600.00). • One (1) vehicle safety kit for a total of ONE HUNDRED DOLLARS AND NO CENTS (\$100.00). • Fifteen (15) safety vests at TEN DOLLARS AND NO CENTS (\$10.00) each, for a total of ONE HUNDRED FIFTY DOLLARS AND NO CENTS (\$150.00). • One (1) First Aid kit at ONE HUNDRED DOLLARS AND NO CENTS (\$100.00). • Five (5) winter jackets at ONE HUNDRED THIRTY DOLLARS AND NO CENTS (\$130.00) each, for a total of SIX HUNDRED FIFTY DOLLARS AND NO CENTS (\$650.00). • Five (5) crampons at ONE HUNDRED DOLLARS AND NO CENTS (\$100.00) each, for a total of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00). • Five (5) flashlights at SIXTY DOLLARS AND NO CENTS (\$60.00) each, for a total of THREE HUNDRED DOLLARS AND NO CENTS (\$300.00). • Five (5) headlamps at SIXTY DOLLARS AND NO CENTS (\$60.00) each, for a total of THREE HUNDRED DOLLARS AND NO CENTS (\$300.00). • One (1) package of Batteries at NINETEEN DOLLARS AND NO CENTS (\$19.00). 	\$10,519.00	12/31/23

		<ul style="list-style-type: none"> • One (1) Wi-Fi hotspot at NINE HUNDRED DOLLARS AND NO CENTS (\$900.00). <p>Activities/Deliverables That Build the CCMU Infrastructure</p> <p>a. Vehicle-related costs for CCMU: THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$3,250.00).</p> <ul style="list-style-type: none"> • Purchase fuel, maintenance, and insurance for two (2) CCMU vehicles. <p>b. Trainings: SIX THOUSAND DOLLARS AND NO CENTS (\$6,000.00).</p> <ul style="list-style-type: none"> • Purchase fee for 5150 training certification courses for crisis response staff. • Purchase training materials & supplies to conduct 5150 training courses for community partners. <p>c. Dispatch of CCMU teams: TWO THOUSAND SIX HUNDRED TWELVE DOLLARS AND NO CENTS (\$2,612.00).</p> <ul style="list-style-type: none"> • Hire or assign two (2) 0.10 full-time equivalent (FTE) HHS Specialists. <p>d. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: THREE THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS AND NO CENTS (\$3,963.00).</p> <ul style="list-style-type: none"> • Hire or assign one (1) 0.25 FTE Wellness Center Supervisors. <p>e. Marketing for CCMU services: SIX THOUSAND FOUR HUNDRED TWENTY-TWO DOLLARS AND NO CENTS (\$6,422.00).</p> <ul style="list-style-type: none"> • Purchase radio ads, brochures, newspaper ads, for marketing purposes and social media campaigns. <p>f. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS (\$2,285.00)</p> <ul style="list-style-type: none"> • Ongoing compensation for two (2) 0.10 FTE. • Attend monthly coaching calls, learning collaboratives and submit quarterly reports. 	\$24,532.00	
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8.	7460.01-002-0000 Quarter 10 1/1/24 – 3/31/24	<p>Behavioral Health Continuum Infrastructure Program (BHCIP) Funds</p> <p>Equipment/Property Purchases: FIVE THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND NO CENTS (\$5,480.00).</p> <ul style="list-style-type: none"> • One (1) safety vests at TEN DOLLARS AND NO CENTS (\$10.00). • One (1) first aid kits at ONE HUNDRED DOLLARS AND NO CENTS (\$100.00). • One (1) winter jackets at ONE HUNDRED THIRTY DOLLARS AND NO CENTS (\$130.00). • One (1) crampons at ONE HUNDRED DOLLARS AND NO CENTS (\$100.00). • One (1) flashlights at SIXTY DOLLARS AND NO CENTS (\$60.00). • One (1) headlamps at SIXTY DOLLARS AND NO CENTS (\$60.00). • Batteries at SIXTY DOLLARS AND NO CENTS (\$60.00). • Forty (40) rain ponchos at EIGHTEEN DOLLARS AND NO CENTS each, for a total of SEVEN HUNDRED TWENTY DOLLARS AND NO CENTS (\$720.00). • Twelve (12) traffic cones at THIRTY-FIVE DOLLARS AND NO CENTS (\$35.00) each, for a total of FOUR HUNDRED TWENTY DOLLARS AND NO CENTS (\$420.00). • Eight (8) traffic flashers at FORTY DOLLARS AND NO CENTS (\$40.00) each, for a total of THREE HUNDRED TWENTY DOLLARS AND NO CENTS (\$320.00). • One (1) police scanner at THREE HUNDRED DOLLARS AND NO CENTS (\$300.00) • Four (4) field radios at EIGHT HUNDRED TWENTY DOLLARS AND NO CENTS (\$800.00) each, for a total of THREE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$3,200.00). <p>Activities/Deliverables That Build the CCMU Infrastructure</p> <p>a. Vehicle-related costs for CCMU: TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,850.00)</p> <ul style="list-style-type: none"> • Purchase fuel and maintenance for two (2) CCMU vehicles. <p>b. Dispatch of CCMU teams: THREE THOUSAND NINETY-SIX DOLLARS AND NO CENTS (\$3,096.00)</p> <ul style="list-style-type: none"> • Ongoing compensation for HHS staff members time for dispatch services. 	\$5,480.00	3/31/24
			\$104,382.00	

		<p>c. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: FOUR THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$4,699.00).</p> <ul style="list-style-type: none"> Ongoing compensation for Wellness Center Supervisor. <p>d. Marketing for CCMU services: NINETY-ONE THOUSAND FOUR HUNDRED FIFTY-TWO DOLLARS AND NO CENTS (\$91,452.00).</p> <ul style="list-style-type: none"> Purchase radio ads, brochures, newspaper ads for marketing purposes and social media campaigns. <p>Purchase promotional items for outreach purposes at community events.</p> <p>e. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS (\$2,285.00).</p> <ul style="list-style-type: none"> Ongoing compensation for two staff time for data collections, analysis, and quarterly reporting. Attend monthly coaching calls, learning collaboratives and submit quarterly report. 		
9.	7460.01-002 Quarter 11 4/1/24 – 6/30/24	<p><i>Behavioral Health Continuum Infrastructure Program (BHCIP) Funds</i></p> <p><i>Equipment/Property Purchases: TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$225,000.00).</i></p> <ul style="list-style-type: none"> One (1) Customized van w/ modifications. <p><i>Activities/Deliverables That Build the CCMU Infrastructure</i></p> <p>a. Vehicle-related costs for CCMU: TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,850.00).</p> <ul style="list-style-type: none"> Purchase fuel and maintenance for two (2) CCMU vehicles. <p>b. Dispatch of CCMU teams: THREE THOUSAND NINETY-SIX DOLLARS AND NO CENTS (\$3,096.00).</p> <ul style="list-style-type: none"> Ongoing compensation for two (2) HHS Specialist; staff time for dispatch services. <p>c. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: FOUR THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$4,699.00)</p> <ul style="list-style-type: none"> Ongoing compensation for Wellness Center Supervisors. 	\$225,000.00	6/30/24
			\$97,780.00	

		<p>d. Marketing for CCMU services: FIFTY-EIGHT THOUSAND THREE HUNDRED NINETY DOLLARS AND NO CENTS (\$58,390.00).</p> <ul style="list-style-type: none"> • Purchase radio ads, brochures, newspaper ads for marketing purposes and social media campaigns. • Purchase CCMU promotional items for outreach at community events. <p>e. Trainings: TWENTY-SIX THOUSAND THIRTY-SIX DOLLARS AND NO CENTS (\$26,036.00)</p> <ul style="list-style-type: none"> • Purchase fee for Crisis Response Staff to obtain train the trainer certifications in Crisis Response (CR), Mental Health Emergency (MHE) Training & 5150 training. • Purchase training materials and supplies for Crisis Response Training and Mental Health Emergency training for community volunteers. <p>f. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND SEVEN HUNDRED NINE DOLLARS AND NO CENTS (\$2,709.00).</p> <ul style="list-style-type: none"> • Ongoing compensation for two (2) staff time for data collections, analysis, and quarterly reporting. • Attend all CCMU coaching calls and learning collaboratives. 		
Year 3 Total:			\$473,945.00	
10.	7460.01-002 Quarter 12 7/1/24 – 9/30/24	<p><i>Behavioral Health Continuum Infrastructure Program (BHCI) Funds</i></p> <p><i>Activities/Deliverables That Build the CCMU Infrastructure</i></p> <p>a. Vehicle-related costs for CCMU: TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,850.00).</p> <ul style="list-style-type: none"> • Purchase fuel and maintenance for two CCMU vehicles. <p>b. Dispatch of CCMU teams: THREE THOUSAND NINETY-SIX DOLLARS AND NO CENTS (\$3,096.00)</p> <ul style="list-style-type: none"> • Ongoing compensation for two (2) HHS Specialists. <p>c. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: FOUR THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$4,699.00).</p> <ul style="list-style-type: none"> • Ongoing compensation for Wellness Center Supervisors. 	\$71,744.00	9/30/24

		<p>d. Marketing for CCMU services: FIFTY-EIGHT THOUSAND THREE HUNDRED NINETY DOLLARS AND NO CENTS (\$58,390.00).</p> <ul style="list-style-type: none"> • Purchase radio ads, brochures, newspaper ads for marketing purposes and social media campaigns. • Purchase CCMU promotional items for outreach purchases at community events. <p>e. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND SEVEN HUNDRED NINE DOLLARS AND NO CENTS (\$2,709.00).</p> <ul style="list-style-type: none"> • Ongoing compensation for two staff time for data collections, analysis, and quarterly reporting. • Attend all CCMU coaching calls and learning collaboratives. 		
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11.	7460.01-002 Quarter 13 10/1/24 – 12/31/24	<p>Behavioral Health Continuum Infrastructure Program (BHCIP) Funds</p> <p>Equipment/Property Purchases: ONE THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$1,900.00).</p> <ul style="list-style-type: none"> • General Office Supplies (pens, pencils, highlighters, staplers, printer paper, etc.) at ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00). • One (1) Wi-Fi hotspot at NINE HUNDRED DOLLARS AND NO CENTS (\$900.00). <p>Activities/Deliverables That Build the CCMU Infrastructure</p> <p>a. Vehicle-related costs for CCMU: TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,850.00).</p> <ul style="list-style-type: none"> • Purchase fuel and maintenance for two (2) vehicles. <p>b. Trainings: TWENTY THOUSAND THIRTY-SEVEN DOLLARS AND NO CENTS (\$20,037.00).</p> <ul style="list-style-type: none"> • Purchase fee for crisis staff to complete Crisis Response Training & complete 5150 training certification courses. • Purchase training materials and supplies for crisis response and 5150 training to community partners. <p>c. Dispatch of CCMU teams: THREE THOUSAND NINETY-SIX DOLLARS AND NO CENTS (\$3,096.00).</p> <ul style="list-style-type: none"> • Ongoing salary for two (2) HHS Specialists time for dispatch services. <p>d. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: FOUR THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$4,699.00).</p> <ul style="list-style-type: none"> • Ongoing salary for Wellness Center Supervisor. <p>e. Marketing for CCMU services: FIFTY-EIGHT THOUSAND THREE HUNDRED NINETY DOLLARS AND NO CENTS (\$58,390.00).</p> <ul style="list-style-type: none"> • Purchase radio ads, brochures, newspaper ads for marketing purposes and social media campaign. • Purchase CCMU promotional items for outreach purposes at community events. Post to social media and promotional items. <p>f. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND SEVEN HUNDRED NINE DOLLARS AND NO CENTS (\$2,709.00).</p> <ul style="list-style-type: none"> • Ongoing salary for two (2) staff time for data collections, analysis, and quarterly reporting. • Attend all CCMU coaching calls and learning collaboratives. 	<p>\$1,900.00</p> <p>\$91,781.00</p>	12/31/24
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12.	7460.01-002 Quarter 14 1/1/25 – 3/31/25	<p>Behavioral Health Continuum Infrastructure Program (BHCIP) Funds</p> <p>Activities/Deliverables That Build the CCMU Infrastructure</p> <p>a. Vehicle-related costs for CCMU: THREE THOUSAND DOLLARS AND NO CENTS (\$3,000.00).</p> <ul style="list-style-type: none"> • Purchase fuel and maintenance for two (2) vehicles. <p>b. Dispatch of CCMU teams: THREE THOUSAND NINETY-SIX DOLLARS AND NO CENTS (\$3,096.00).</p> <ul style="list-style-type: none"> • Ongoing salary for two (2) HHS Specialists; time for dispatch services. <p>c. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: FOUR THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$4,699.00).</p> <ul style="list-style-type: none"> • Ongoing salary for Wellness Center Supervisor. <p>d. Marketing for CCMU services: FIFTY-EIGHT THOUSAND THREE HUNDRED NINETY DOLLARS AND NO CENTS (\$58,390.00).</p> <ul style="list-style-type: none"> • Purchase radio ads, brochures, newspaper ads for marketing purposes and social media campaigns. • Purchase promotional items for outreach at community events. <p>e. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND SEVEN HUNDRED NINE DOLLARS AND NO CENTS (\$2,709.00).</p> <ul style="list-style-type: none"> • Ongoing salary for two (2) staff time for data collections, analysis, and quarterly reporting. • Attend all CCMU coaching calls and learning collaboratives. 	\$71,894.00	3/31/25
13.	7460.01-002 Quarter 15 4/1/25 – 6/30/25	<p>BASE ALLOCATION INFRASTRUCTURE Behavioral Health Continuum Infrastructure Program (BHCIP) Funds</p> <p>Activities/Deliverables That Build the CCMU Infrastructure</p> <p>a. Dispatch of CCMU teams: TWO THOUSAND SEVEN HUNDRED NINE DOLLARS AND NO CENTS (\$2,709.00).</p> <ul style="list-style-type: none"> • Ongoing compensation for two (2) HHS Specialists; time for dispatch services. <p>b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: FOUR THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$4,699.00).</p>	\$91,120.00	6/30/25

		<ul style="list-style-type: none"> • Ongoing compensation for Wellness Center Supervisors. c. Trainings: TWENTY-THREE THOUSAND THIRTY-SEVEN DOLLARS AND NO CENTS (\$23,037.00). • Purchase fee for crisis team to complete Crisis Response Training & 5150 training certification courses. • Purchase training materials and supplies for Crisis Response Training and 5150 training to community partners. d. Marketing for CCMU services: FIFTY-EIGHT THOUSAND THREE HUNDRED NINETY DOLLARS AND NO CENTS (\$58,390.00). • Purchase radio ads, brochures, newspaper ads for marketing purposes and social media campaigns. • Purchase promotional items for outreach purposes for community events. e. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS (\$2,285.00). • Ongoing compensation for two (2) staff time for Data Collections, analysis, and quarterly reporting. • Attend all CCMU coaching calls, learning collaboratives and submit quarterly report. 		
			Year 4 Total	\$328,439.00
			Contract Total	\$985,684.00

ATTACHMENT E
REVISED PAYMENT SCHEDULE
Inyo County MOD#3

Description	Invoice Description	Amount Estimated
Equipment	Upon Completion of purchase with receipt for goods/equipment	\$13,400.00 (BHCIP) \$10,519.00 (BHCIP) \$5,480.00 (BHCIP) \$225,000.00 (BHCIP) \$1,900.00 (BHCIP)
Total Equipment		\$256,299.00

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 2: 1/1/22 – 3/31/22	Progress Report detailing progress made towards Deliverable 1 (CRRSAA funds)	\$39,000.00
Quarter 3: 04/01/22 – 6/30/22	Progress Report detailing progress made towards Deliverable 2 (CRRSAA funds)	\$37,000.00
Quarter 4: 07/01/22 – 9/30/22	Progress Report detailing progress made towards Deliverable 3 (CRRSAA funds)	\$36,500.00
Quarter 5: 10/01/22 – 12/31/22	Progress Report detailing progress made towards Deliverable 4 (CRRSAA funds)	\$36,000.00
Quarter 6: 1/1/23 – 3/31/23	Progress Report detailing progress made towards Deliverable 5 (CRRSAA funds)	\$21,400.00
Quarter 8: 7/1/23 – 9/30/23	Progress Report detailing progress made towards Deliverable 6	\$6,252.00
Quarter 9: 10/1/23 – 12/31/23	Progress Report detailing progress made towards Deliverable 7	\$24,532.00
Quarter 10: 1/1/24 – 3/31/24	Progress Report detailing progress made towards Deliverable 8	\$104,382.00
Quarter 11: 4/1/24 – 6/30/24	Progress Report detailing progress made towards Deliverable 9	\$97,780.00
Quarter 12: 7/1/24 – 9/30/24	Progress Report detailing progress made towards Deliverable 10	\$71,744.00
Quarter 13: 10/1/24 – 12/31/24	Progress Report detailing progress made towards Deliverable 11	\$91,781.00
Quarter 14: 1/1/25 – 3/31/25	Progress Report detailing progress made towards Deliverable 12	\$71,894.00
Quarter 15: 4/1/25 – 6/30/25	Progress Report detailing progress made towards Deliverable 13	\$91,120.00
Total Deliverables and Other Directs		\$729,385.00
Total Deliverables, Other Direct and Equipment		\$985,684.00



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-181

Agreement with Kern County Waste Management for the Disposal of Solid Waste at the Ridgecrest Landfill Public Works - Recycling & Waste Management ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

RECOMMENDED ACTION:

- A) Approve the contract amendment between the County of Inyo and Kern County for the disposal of solid waste generated within the southernmost areas of Inyo County at the Ridgecrest Sanitary Landfill, extending the term end date to June 30, 2029 or unless terminated sooner, contingent upon the Board's approval of future budgets, and setting the Fiscal Year 2023-2024 payment at \$14,830.02; and
- B) Authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

Since 2006, by agreement, Kern County has allowed for the disposal of residential and commercial solid waste generated in the Pearsonville and Homewood Canyon areas of Inyo County at the Ridgecrest Landfill. The annual cost is \$14,830.02 and is based upon the number of housing units in the service area. This Agreement shall be in effect July 1, 2024 through June 30, 2029. This agreement is less costly and more efficient than contracting with a waste hauler to transport waste to an Inyo County landfill. Additionally, waste haulers based in Inyo County would have a difficult time servicing the Homewood Canyon and Pearsonville areas. The current agreement expires June 30, 2024.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Fiscal Year Impact			
This contract will be budgeted for five consecutive fiscal years 2024/2025 - 2028/2029 in the amount of \$14,830.02 each fiscal year.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Without an agreement with Kern County, the Ridgecrest Landfill would not be authorized to accept waste from Inyo County. Waste Management would then have to contract with a waste hauler to provide waste hauling service for residents in Pearsonville and Homewood Canyon and haul that waste to the Lone Pine landfill. Hauling waste these extreme distances would prove to be inefficient and costly.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Kern County Waste Management Contract Amendment No. 2
2. Kern County Waste Management Contract Amendment No. 1
3. Kern County Waste Management Contract

APPROVALS:

Teresa Elliott	Created/Initiated - 3/5/2024
Darcy Ellis	Approved - 3/5/2024
Teresa Elliott	Approved - 3/7/2024
Breanne Nelums	Approved - 3/7/2024
John Vallejo	Approved - 3/21/2024
Amy Shepherd	Approved - 3/21/2024
Michael Errante	Approved - 3/22/2024
Nate Greenberg	Approved - 3/25/2024
Darcy Ellis	Final Approval - 3/26/2024

AMENDMENT NO. 2
AGREEMENT FOR USE OF THE
RIDGECREST SANITARY LANDFILL

(Kern County – Inyo County)

THIS AMENDMENT No. 2 to the Agreement for Use of Kern County’s Ridgecrest Sanitary Landfill (“Agreement”) is entered into _____, and is by and between the **COUNTY OF KERN**, a political subdivision of the State of California (hereinafter referred to as “Kern County”), and **INYO COUNTY**, a political subdivision of the State of California (hereinafter referred to as “Inyo County”).

WITNESSETH:

WHEREAS, Kern County owns and operates a sanitary landfill in the County of Kern, State of California, commonly known as the Ridgecrest Sanitary Landfill; and

WHEREAS, the Ridgecrest Sanitary Landfill is the only non-hazardous solid waste disposal site reasonably convenient to certain populated areas of Inyo County commonly known as the Homewood Canyon area and the Pearsonville area, which areas are located near the border of Kern and Inyo Counties (these areas to be collectively referred in this Agreement as the "Service Area"); and

WHEREAS, on February 27, 2018, Kern County and Inyo County entered into Kern County Agreement No. 102-2018 (hereinafter referred to as “Agreement”) to allow residents from the Service Area to use the Ridgecrest Sanitary Landfill; and

WHEREAS, on July 19, 2022, Kern County approved Amendment No. 1 to this Agreement extending the term two additional years set to expire June 30, 2024; and

WHEREAS, Kern County and Inyo County now desire to extend the term of this Agreement for an additional five years, update the payment terms and update the address for notices.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between Kern County and Inyo County as follows:

1. Section 4, **Term**, is hereby amended in its entirety to read as follows:
 4. **Term**. This Agreement shall be in effect July 1, 2024 through June 30, 2029 or until terminated by either party by giving sixty (60) days written notice of such intention to terminate to the other party. Notwithstanding this sixty (60) day notice period, Kern County may immediately terminate this Agreement if Inyo County, the residents of the Service Area, or the authorized solid waste hauler serving the

Service Area breaches the terms and conditions of this Agreement or fails to comply with the rules, regulations, or instructions relating to the use of the Landfill. A copy of the rules relating to the use of the Ridgecrest Landfill are attached to the Agreement as Exhibit B and are incorporated herein by this reference.

2. Section 5, **Payments by Inyo County**, is hereby amended in its entirety to read as follows:

5. **Payments by Inyo County**. Inyo County shall annually pay Kern County for the use of the Ridgecrest Landfill as provided by the Agreement. The annual payment for Fiscal Year 2023-2024 shall be in the amount of \$14,830.02, which equates to the annual rates approved by Kern County Ordinance of \$170.46 per each of the 87 parcels identified by Inyo County as single-family residences located within the Service Area. Inyo County shall make one annual payment no later than sixty (60) days after receipt of a billing statement from Kern County. The billing statement from Kern County for each fiscal year shall not be sent prior to October 31 of that fiscal year.

Upon any change in the Kern County Land Use rate or Gate Fee rate or other charge for disposal of waste at Kern County's landfills and other facilities, as may be approved from time to time by the Kern County Board of Supervisors, Inyo County agrees to pay the equivalent Kern County rate.

3. All other terms and conditions shall remain in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by their respective authorized officers on the day and date herein set forth.

COUNTY OF KERN
"Kern County"

INYO COUNTY

By: _____
Chairman, Board of Supervisors

By: _____
Chairman, Board of Supervisors

Dated: _____

Dated: _____

APPROVED AND RECOMMENDED:
Kern County Public Works Department

APPROVED AND RECOMMENDED:
Inyo County Integrated Waste
Management

By: _____
Director

By: _____
Director

APPROVED AS TO FORM:
Office of County Counsel

APPROVED AS TO FORM:
Inyo County Counsel

By: _____
Deputy County Counsel

By: _____
County Counsel

**AMENDMENT NO. 1
AGREEMENT FOR USE OF THE
RIDGECREST SANITARY LANDFILL**

(Kern County – Inyo County)

THIS AMENDMENT No. 1 to the Agreement for Use of Kern County's Ridgecrest Sanitary Landfill ("Agreement") is entered into JUL 19 2022, and is by and between the **COUNTY OF KERN**, a political subdivision of the State of California (hereinafter referred to as "Kern County"), and **INYO COUNTY**, a political subdivision of the State of California (hereinafter referred to as "Inyo County").

WITNESSETH:

WHEREAS, Kern County owns and operates a sanitary landfill in the County of Kern, State of California, commonly known as the Ridgecrest Sanitary Landfill; and

WHEREAS, the Ridgecrest Sanitary Landfill is the only non-hazardous solid waste disposal site reasonably convenient to certain populated areas of Inyo County commonly known as the Homewood Canyon area and the Pearsonville area, which areas are located near the border of Kern and Inyo Counties (these areas to be collectively referred in this Agreement as the "Service Area"); and

WHEREAS, on February 27, 2018, Kern County and Inyo County entered into Kern County Agreement No. 102-2018 (hereinafter referred to as "Agreement") to allow residents from the Service Area to use the Ridgecrest Sanitary Landfill; and

WHEREAS, Kern County and Inyo County now desire to extend the term of this Agreement for an additional two years, update the payment terms and update the address for notices.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between Kern County and Inyo County as follows:

1. Section 4, **Term**, is hereby amended in its entirety to read as follows:
 4. **Term**. This Agreement shall be in effect July 1, 2022 through June 30, 2024 or until terminated by either party by giving sixty (60) days written notice of such intention to terminate to the other party. Notwithstanding this sixty (60) day notice period, Kern County may immediately terminate this Agreement if Inyo County, the residents of the Service Area, or the authorized solid waste hauler serving the Service Area breaches the terms and conditions of this Agreement or fails to comply with the rules, regulations, or instructions relating to the

use of the Landfill. A copy of the rules relating to the use of the Ridgecrest Landfill are attached to the Agreement as Exhibit B and are incorporated herein by this reference.

2. Section 5, **Payments by Inyo County**, is hereby amended in its entirety to read as follows:

5. **Payments by Inyo County**. Inyo County shall annually pay Kern County for the use of the Ridgecrest Landfill as provided by the Agreement. The annual payment for Fiscal Year 2022-2023 shall be in the amount of \$13,920, which equates to the annual rates approved by Kern County Ordinance of \$160.00 per each of the 87 parcels identified by Inyo County as single-family residences located within the Service Area. Inyo County shall make one annual payment no later than sixty (60) days after receipt of a billing statement from Kern County. The billing statement from Kern County for each fiscal year shall not be sent prior to October 31 of that fiscal year.

Upon any change in the Kern County Land Use rate or Gate Fee rate or other charge for disposal of waste at Kern County's landfills and other facilities, as may be approved from time to time by the Kern County Board of Supervisors, Inyo County agrees to pay the equivalent Kern County rate.

3. Paragraph 9, **Notices**, is hereby amended in its entirety to read as follows:

9. **Notices**. Notices to either party shall be mailed, addressed as follows:

To Inyo County:	Inyo County Integrated Waste Management 1360 North Main Street Bishop, CA 93514
-----------------	--

To Kern County:	Kern County Public Works Department 2700 "M" Street, Suite 400 Bakersfield, CA 93301
-----------------	--

4. All other terms and conditions shall remain in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their respective authorized officers on the day and date herein set forth.

COUNTY OF KERN
"Kern County"

INYO COUNTY

By: 
Chairman, Board of Supervisors

By: 
Chairman, Board of Supervisors

Dated: JUL 19 2022

Dated: 6-14-22

APPROVED AND RECOMMENDED:
Kern County Public Works Department

APPROVED AND RECOMMENDED:
Inyo County Integrated Waste Management

By: 
Director

By: 
Director

APPROVED AS TO FORM:
Office of County Counsel

APPROVED AS TO FORM:
Inyo County Counsel

By:  for Pugh
Deputy County Counsel

By: 
County Counsel

**AGREEMENT
FOR
USE OF RIDGECREST SANITARY LANDFILL
(Kern County - Inyo County)**

THIS AGREEMENT, made and entered into as of the 27th day of February, 2018 by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter "Kern County") and the COUNTY OF INYO, a political subdivision of the State of California (hereinafter "Inyo County").

W I T N E S S E T H:

WHEREAS:

(a) Kern County owns and operates a sanitary landfill in the County of Kern, State of California, commonly known as the Ridgecrest Sanitary Landfill (hereafter "Landfill"); and

(b) The Landfill is presently used and maintained by Kern County for the disposal of non-hazardous solid waste material generated by the residents of the greater Ridgecrest area of Kern County; and

(c) The Landfill is the only non-hazardous solid waste disposal site reasonably convenient to certain populated areas of Inyo County commonly known as the Homewood Canyon area and Pearsonville area, which areas are located near the border of Kern and Inyo Counties (these areas to be collectively referred in this Agreement as the "Service Area"); and

(d) The Landfill is capable of accepting non-hazardous solid waste from the Service Area; and

(e) It would not be cost effective for Inyo County to establish a new facility to serve these residences; and

(f) Kern County has established (and periodically revises) land use fees for the disposal of solid waste from residential property at its landfill sites that reflect the County's actual cost; and

(g) Solid waste disposal will be charged at the Landfill at the then current gate fee rates. Kern County's applicable annual gate fee for fiscal year 2017-2018 is \$45.00 per ton, which equates to a land use fee of \$82.89 per single-family residence and \$66.30 per unit for parcels with five or more units.

(h) Inyo County had an agreement with Kern County that inadvertently expired on June 30, 2017 to accept non-hazardous solid waste from the Service Area and desires to continue to contract with Kern County to allow residents from the Service Area and an authorized hauler to dispose of the non-hazardous solid waste generated in the Service Area at the Landfill; and

(i) Inyo County is prepared to annually pay Kern County the land use fee for each residential parcel identified in the Service Area for the use of the Landfill beginning in fiscal year 2017-2018 the amount of \$9283.68.

NOW, THEREFORE, IT IS AGREED as follows:

1. **Acceptance of Residential Solid Waste.** Kern County agrees to accept and dispose of non-hazardous solid waste generated in the Service Area and brought into the Landfill by the residents of the Service Area or brought into the Landfill by the authorized refuse hauler serving the Service Area.

Kern County may reject solid waste loads from the residents of the Service Area or the authorized refuse hauler serving the Service Area that fail to comply with the rules, regulations or instructions relating to the use of the Ridgecrest Sanitary Landfill, or otherwise cause a nuisance or health hazard as described in Exhibit "B" attached herein and incorporated herein by this reference.

2. **Non-Residential Solid Waste.** Non-residential solid waste generated in the Service Area and brought into the Landfill by the residents of the Service Area or brought into the Landfill by the authorized solid waste hauler serving the Service Area will be charged at the Landfill at the then current gate fee rates per Kern County Ordinance in the same manner as waste generated within Kern County. Commercial, industrial and all construction and demolition waste (even if generated at residential property) will be charged as non-residential solid waste. Other solid waste requiring special handling, such as tires, dead animals, etc. will be charged at Kern County's then current gate fee rates.

3. **Geographic Boundary of Service Area.** Solid waste will only be accepted from properties within the Service Area defined in Section (c) above, and noted as areas "C" and "F" on the map attached to this Agreement as Exhibit A and incorporated herein by this reference. No waste will be accepted from Inyo County, which is generated on properties more than 15 miles from the Kern County border or not in the defined Service Area.

4. **Term.** This Agreement shall be in effect July 1, 2017 through June 30, 2022 or until terminated by either party by giving sixty (60) days written notice of such intention to terminate to the other party. Notwithstanding this sixty (60) day notice period, Kern County may immediately terminate this Agreement if Inyo County, the residents of the Service Area, or the authorized solid waste hauler serving the Service Area breaches the terms and conditions of this Agreement or fails to comply with the rules, regulations, or instructions relating to the use of the Landfill. A copy of the current rules relating to the use of the Landfill is attached to this Agreement as Exhibit B and incorporated herein by this reference.

5. **Payments by Inyo County.** Inyo County shall annually pay Kern County for the use of Kern County's Landfill as provided by the Agreement. The annual payment for Fiscal Year 2017-2018 shall be in the amount of \$9,283.68, which equates to the annual rates approved by Kern County Ordinance of \$82.89 per each of the 87 parcels identified by Inyo County as single-family residences located within the Service Area. Inyo County shall make one annual payment no later than sixty (60) days after receipt of a billing statement from Kern County. The billing statement from Kern County for each fiscal year shall not be sent prior to October 31 of that fiscal year.

Upon any change in the Kern County Land Use rate, Gate Fee or other charge for disposal of waste at the County's landfills and other facilities, as may be approved from time to time by the Kern County Board of Supervisors, Inyo County agrees to pay the equivalent Kern County rate.

6. Responsibilities. Kern County accepts responsibility for permitting and operating the Landfill in conformance with applicable laws and regulations; including, without limit, conducting required load checking and turning away without accepting for disposal any solid waste which is Non-Acceptable Solid Waste. Providing that Inyo County residents and the authorized hauler deposit only non-hazardous and non-infectious solid waste at the Landfill, Kern County accepts responsibility for taking all proper precautions with respect to the operation of the Landfill to protect the public health and safety.

a. Neither Inyo County nor Kern County shall be responsible for the transportation and delivery of the solid waste originating in the Service Area and deposited at the Landfill. Inyo County residents and the authorized hauler shall be responsible for the transportation and delivery of the solid waste originating in the Service Area and deposited at the Landfill by such resident or authorized hauler and shall comply with the laws, regulations, decisions and orders of federal, state and local authorities regarding the transportation of solid waste.

b. The individual Inyo County resident or authorized hauler shall be responsible for ensuring that the solid waste brought to the Landfill from the Service Area by such resident or hauler contains no hazardous or infectious material.

c. Inyo County will reimburse Kern County for the cost of properly disposing of Non-Acceptable Solid Waste brought by a resident of Inyo County or the authorized hauler for waste originating in the Service Area and brought for disposal at the Landfill which Non-Acceptable Solid Waste is inadvertently accepted by Kern County for disposal and, prior to being buried in the Landfill, is subsequently discovered to be Non-Acceptable Solid Waste. Kern County shall assign to Inyo County its rights to seek recovery from the Inyo County resident or authorized hauler who brought the Non-Acceptable Solid Waste for disposal.

d. Inyo County shall annually confirm the number and type of residential properties within the Service Area and notify Kern County of any changes, and provide Kern County a statement showing the number and type of said properties no later than September 30 of each fiscal year.

7. Indemnification

a. To the extent provided by law, Inyo County shall indemnify, defend and save harmless Kern County, its officers, employees, servants, volunteers, and agents from any and all claims, losses or for personal injury or property damage due to any active negligence or willful misconduct by Inyo County (but not by its residents or the authorized hauler) in connection with this Agreement.

b. To the extent provided by law, Kern County shall indemnify Inyo County, its officers, employees, servants, and agents, and shall defend and hold them harmless from any and all claims or liability for personal injury or property damage due to any active negligence or willful misconduct by Kern County in connection with this Agreement.

8. **Transfer and Assignment.** No rights or duties arising from this Agreement shall be transferred by either Kern County or Inyo County without the consent of the other party.

9. **Notices.** Notice to either party shall be mailed, addressed as follows:

To Inyo County: Inyo County
Integrated Waste Management
163 May Street
Bishop, CA 93514

To Kern County: Kern Public Works Department
2700 "M" Street, Suite 400
Bakersfield, CA 93301

10. **Sole Agreement.** This document contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

11. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

12. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.


13. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

14. **No Third Party Rights.** Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

15. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers.

COUNTY OF KERN
"Kern County"

By: 
Chairman, Board of Supervisors

Dated: FEB 27 2018

COUNTY OF INYO
"Inyo County"

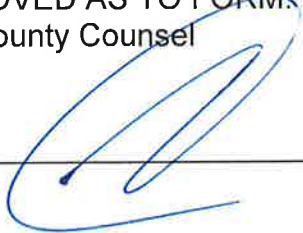
By: 
Chairman, Board of Supervisors

Dated: 2-6-18

APPROVED AND RECOMMENDED:
Kern County Public Works Department

By: 
Craig M. Pope, Director

APPROVED AS TO FORM:
Inyo County Counsel

By: 

APPROVED AS TO FORM
Office of County Counsel

By: 
Phillip W. Hall, Deputy County Counsel

EXHIBIT "A"

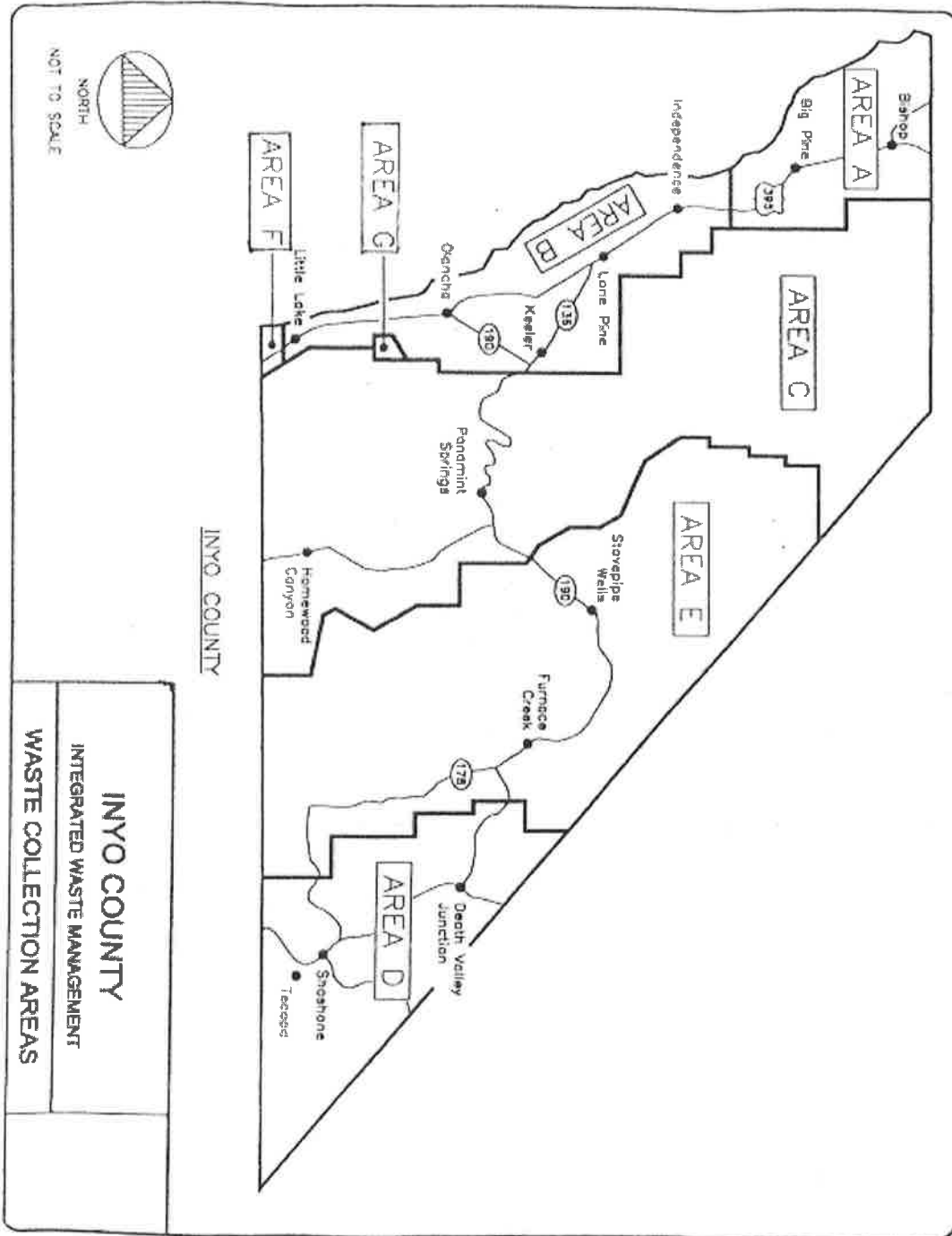


EXHIBIT "B"

Rules for the Use of the Ridgecrest Sanitary Landfill

1. Unless otherwise posted, the Ridgecrest Sanitary Landfill shall be opened to the public as follows:

Daily 8:00 a.m. to 4:00 p.m.

Extended hours of 7 a.m. to 8 a.m., Monday through Saturday, for franchise and city contractor haulers only.

The landfill shall be closed on New Year's Day, Easter Sunday, Independence Day, Thanksgiving Day and Christmas Day.

2. Days and hours of the Ridgecrest Sanitary Landfill are subject to change by Kern County, and Kern County has no obligation to amend this Agreement to update days and hours.
3. Only non-hazardous solid waste generated within the Service Area may be accepted for disposal.
4. Solid waste disposal must be done under the general direction of the Disposal Site Manager and in accordance with directional signs.
5. No children under the age of 12 years or pets shall be permitted within the disposal site unless within the confines of a motor vehicle.
6. All solid waste being transported for disposal must be covered or secured in a manner that prevents it from falling or blowing away from the transporting vehicle.
7. Disposal of dead animals or parts thereof requiring special handling may be accepted upon approval by Disposal Site Manager.
8. The following is PROHIBITED at all disposal sites:
 - a. Use of firearms.
 - b. Salvaging by the public.
 - c. Disposal of hot ashes or causing any material to burn.
 - d. All liquid waste.
 - e. Bulky waste or objects not readily handled by disposal site equipment in use.
 - f. Smoking.
 - g. Hazardous and designated wastes which consist of or contain toxic substances as defined in the California Code Regulations, Title 23, Chapter 3, Subchapter 15, Sections 2521 and 2522, (any substance which could significantly impair the quality of usable waters).
 - h. Any material which by nature of its character or quantity is considered hazardous or detrimental to the efficient and sanitary operation of the facility.

9. Disposal of solid waste at the Ridgecrest Sanitary Landfill shall conform to Kern County Ordinance No. G-5584 and subsequent amendments thereto and Kern County Ordinance Code Chapter 8.28.
10. Questions regarding the Rules and Regulations of the disposal site should be directed to the Kern County Public Works Department.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-200

Commercial Site Lease Agreement with Ferrellgas LP Public Works - Recycling & Waste Management ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

RECOMMENDED ACTION:

Ratify and approve Amendment No. 1 to the commercial site lease agreement between the County of Inyo and Ferrellgas LP with a term from January 23, 2024 to June 30, 2025, and the monthly lease amount of \$40.00, contingent upon adoption of future budgets; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County of Inyo currently leases approximately 118-acres of property from the Los Angeles Department of Water & Power utilized for the Bishop-Sunland Landfill. A portion of the 118-acre lease, approximately .14 acres, is sub-leased to Eastern Sierra Propane for their business operations, parking and storage usage.

The County does not utilize the .14 acres as part of the landfill operations and the property has been utilized by Eastern Sierra Propane for many years and has leased the property from the County since 2000. The County acquired the property through a lease re-alignment required to satisfy the requirement of the Department of Resources Recycling and Recovery (Cal-Recycle).

On January 23, 2024, Ferrellgas LP purchased Eastern Sierra Propane. Pursuant to our agreement with Eastern Sierra Propane, Ferrellgas LP must obtain our authorization to change the parties to the Lease. This agenda item is before you to effectuate that provision.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?	Yes	Object Code	4311 (revenue for rents)
Recurrence			
Current Fiscal Year Impact			
There is no fiscal impact to the Recycling and Waste Management budget.			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This property lease applies to property that is part of the existing Bishop-Sunland Landfill lease but is not utilized as part of the landfill operations. The property has been utilized by the business referenced above for many years and the business has plans to continue sub-leasing the property from the County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Eastern Sierra Propane Lease
2. 24-25 Lease Amendment with Ferrellgas

APPROVALS:

Teresa Elliott	Created/Initiated - 3/12/2024
Darcy Ellis	Approved - 3/12/2024
Teresa Elliott	Approved - 3/13/2024
Breanne Nelums	Approved - 3/13/2024
John Vallejo	Approved - 3/21/2024
Amy Shepherd	Approved - 3/21/2024
Michael Errante	Approved - 3/22/2024
Nate Greenberg	Final Approval - 3/25/2024

**COUNTY OF INYO
COMMERCIAL SITE LEASE**

THIS LEASE AGREEMENT, made and entered into this 1ST day of JULY, 2010, by and between EASTERN SIERRA PROPANE, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by CHUCK HAMILTON, whose title is DEPUTY CAO, hereinafter referred to as "County's Lease Administrator" and on behalf of Lessor by EASTERN SIERRA PROPANE.

SECTION TWO. LEASED PREMISES.

County hereby leases to Lessee the real property (hereinafter referred to as "Leased Premises") located in County of Inyo, State of California, and described more particularly as:

EXHIBIT A ATTACHED HERETO

SECTION THREE. INITIAL TERM AND OPTIONS.

The initial term of the Lease will be for FIVE YEARS beginning 7/01/10 and continuing through and including 6/30/15. In addition to the initial term, there will be two (2) options to extend the Lease for additional FIVE year periods as follows:

- a. From 7/01/15 through 6/30/20.
- b. From 7/01/20 through 6/30/25.

The options to extend may be exercised in the manner and under the conditions hereinafter provided.

SECTION FOUR. EXERCISING OPTIONS TO EXTEND TERM.

The two (2) options to extend the term of the Lease identified in Section Three above, may be exercised by Lessee in the manner and on the terms and conditions below:

- a. Terms and Conditions.
 - (1) Neither Lessee nor County has terminated this Lease, or any extensions thereof, for any reason.

- (2) Lessee is not in default under any term or condition of the Lease, or any extension thereof.
- (3) Lessee has exercised all previous options to extend.

b. Manner In Which Option Can Be Exercised.

- (1) Lessee may exercise the option to extend no earlier than six (6) months before the expiration of the Lease term, or any extension thereof.
- (2) Lessee must notify County in writing of the intent to exercise an option to extend at least thirty (30) days before the expiration of the Lease term, or an extension thereof.
- (3) Except as provided for in Section Six relating to the rent, the Option to Extend shall be upon the same terms and conditions as stated in this Lease.

SECTION FIVE. HOLDING OVER.

If Lessee remains in possession of the Leased Premises with the consent of County, either expressed or implied, after the expiration of the Lease term, Lessee's tenancy shall be deemed to be a tenancy from month to month at the same rental rate applicable for the final month of the Lease term and otherwise shall be upon the same terms and conditions as are set forth in the Lease, provided that such tenancy shall be terminable and may be terminated upon at least thirty (30) days prior written notice of such termination served by either Lessee or County on the other party in the manner prescribed by law.

SECTION SIX. LEASE PAYMENTS.

Lessee will pay to County an annual Lease payment of FOURTY DOLLARS (\$40.00). Lessee agrees to pay County said amount in installments of FOURTY DOLLARS (\$40.00) per MONTH, beginning on JULY 1, 2010, and payable on the first of each MONTH thereafter during the term of this lease, or any extension thereof, plus the following utilities:
NONE
payment for which will be billed in arrears.

In the event the Lessee exercises its option to extend the Lease for any or all of the option periods, the rent for such option period may increase as agreed upon between County and Lessee, but such increase shall not exceed TEN percent (10%) of the rent for the previous lease period. In the event County and Lessee do not agree upon a rental amount, the rent shall increase by the aforementioned percentage.

Lease payments will be made without set off, and without regard to any claim of contribution, improvement, or counter claim.

If the Lease or any extension thereof is terminated before the expiration of the complete term, the annual lease payment due will be prorated for the actual term of the Lease, or any extension thereof.

If the Lessee holds over after the expiration of the Lease term, or any extension thereof, Lessee will pay County monthly rent at the rate of one tenth (0.10) of the annual lease payment, for each month, or part thereof, in which Lessee holds over. Such monthly rent shall be due on the first day of each month during which Lessee holds over.

SECTION SEVEN. USE OF PREMISES.

The premises are leased to be used for
OPERATION OF A PROPANE SERVICES BUSINESS AND STORAGE OF EQUIPMENT

Lessee agrees to restrict its use to such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of County.

SECTION EIGHT. MASTER LEASE.

The property herein leased by County to Lessee is the subject of a master lease between County and the Department of Water and Power of the City of Los Angeles, Numbered BL-1284, and by this reference incorporated into this Lease. This Lease by the County of Inyo is subject to all of the terms and conditions imposed upon County by said master lease, and Lessee hereunder hereby agrees to abide by all of the terms of said master lease.

SECTION NINE. DELIVERY OF POSSESSION.

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Lessee represents and warrants that Lessee has examined the Leased Premises, including all buildings and improvements thereon and that as of the effective date of the lease, they are all in good order, repair, and in safe and clean condition.

SECTION TEN. QUIET POSSESSION.

The County covenants and agrees that Lessee, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.

SECTION ELEVEN. PARKING.

Lessee shall have reasonable non-exclusive use of the parking area in common with other tenants, occupants, and users of the Leased Premises, together with the right of reasonable ingress and egress to the parking area.

SECTION TWELVE. HOURS OF USE.

Lessee shall have access to the Leased Premises at any time on a twenty-four hour per day, seven-day per week basis. Heating and ventilating as may be required for the comfortable occupation of the Leased Premises will be provided from 8:00 a.m. to 5:00 p.m., Monday through Friday of every week, and on weekends upon request.

SECTION THIRTEEN. UTILITIES.

Lessor shall provide and pay for the following utilities:

County shall provide and pay for the following utilities:

NONE

SECTION FOURTEEN. JANITORIAL SERVICES.

Lessee shall furnish at its sole expense janitorial services which may be required on its Leased Premises. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FIFTEEN. REPAIRS AND MAINTENANCE.

Lessee will maintain the leased premises and keep them in good repair at Lessee's own expense, except for the exterior walls, roof, plumbing, heating, and ventilating, which County agrees to maintain in good condition. Lessee will be responsible to maintain and repair floors, interior walls, ceiling, windows, and doors, all of which will be maintained in a similar condition as exists at the effective date of this Lease, excepting reasonable wear and tear or damage that may be caused by "Acts of God".

When the County notifies Lessee that facilities within Lessee's area of responsibility are in need of repairs, Lessee will make such repairs within thirty (30) days of receiving the notification. If the nature of the repairs are such that they must be performed immediately in order to provide for the immediate safety of the public, Lessee will perform such emergency repairs immediately. If Lessee is unable to perform such emergency repairs immediately, the County reserves the right to make such repairs itself, or hire a contractor to make such repairs, at Lessee's expense.

SECTION SIXTEEN. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter the Leased Premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. County also reserves the right to enter the Leased Premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

SECTION SEVENTEEN. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alterations or improvements in or on the Leased Premises without the prior written consent of County. All alterations and improvements made by Lessee, other than removable personal property, shall remain on the Leased Premises and be deemed to be property of County upon the expiration or sooner termination of the Lease, unless otherwise agreed in writing by Lessee and County. Any damage occasioned by the installation or removal of Lessee's personal property shall be repaired by Lessee.

SECTION EIGHTEEN. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the leased premises during the term hereunder. Lessee shall not place the proposed signs on the Leased Premises until County has reviewed the proposed design and given its consent to the proposed signs. County shall not unreasonably withhold said consent. Signs shall be removed by Lessee at the termination of this Lease.

SECTION NINETEEN. WASTE.

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

SECTION TWENTY. DAMAGE OR DESTRUCTION.

In the event that the Leased Premises shall be totally or partially damaged by an event which is covered by the insurance policy described in Section Twenty during the term of this Lease or extension thereof, other than through the fault or neglect of Lessee, repairs shall be made by County at County's sole expense, with all reasonable dispatch. In the event that damage by such event, other than through the fault or negligence of Lessee, amounts to substantial destruction of the Leased Premises which cannot be repaired in three (3) months, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction. If this Lease is not so terminated, Lessee shall be entitled to a pro rata reduction in the annual Lease payment to be jointly agreed upon by County and Lessee. If the Leased Premises are damaged or destroyed through the sole fault or negligence of Lessee or its employees, agents, invitees, or sublessees, this Lease may not be terminated by Lessee, and it shall be the obligation of Lessee, at its sole expense, to reconstruct or repair said Leased Premises.

SECTION TWENTY-ONE. INSURANCE REQUIREMENTS.

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- 2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance (for lessees with employees).
- 3. Property insurance against all risks of loss to any tenant improvements or betterments.
- 4. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- 5. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions.

B. Minimum Limits of Insurance. Lessee shall maintain limits no less than:

- 1. General Liability: \$ 1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Workers' Compensation. As required by the State of California.
- 3. Employers' Liability: \$ 1,000,000.00 each accident, \$ 1,000,000.00 policy limit bodily injury by disease, \$ 1,000,000.00 each employee bodily injury by disease.
- 4. Property Insurance: Full replacement cost with no coinsurance penalty provision.
- 5. Automobile Liability: \$ 1,000,000.00 per accident for bodily injury and property damage.
- 6. Contractors Pollution Liability and/or Asbestos Pollution Liability: \$ N/A each occurrence/ \$ N/A policy aggregate.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The General Liability, Automobile Liability, Contractors Pollution Liability and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Lessee; and with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations; and with respect to Lessee's Pollution Liability and/or Asbestos Pollution. No policy shall contain an "insured v. Insured" exclusion.
2. For any claims related to this project, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Lessee shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

SECTION TWENTY-TWO. HOLD HARMLESS.

Lessee will defend, indemnify, and hold the County free and harmless from any and all costs, judgments, liability, damages, or expense, including costs of suit and attorney's fees, arising out of or from any claimed injury or damage to persons or property sustained in, on, or about the Leased Premises, or arising out of Lessee's operation of the Leased Premises, or as a result of Lessee's acts or omissions or those of Lessee's agents, officers, or employees, in carrying out any operation upon the property, or arising out of any condition in, on, or above, the leased property. Lessee specifically waives any and all claims against the County for damages or compensation claimed or sustained by reason of any defect, deficiency, or impairment of any water system, electrical supply system, or electrical apparatus or wiring services on leased property.

SECTION TWENTY-THREE. COMPLIANCE WITH LAW.

Lessee shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If Lessee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Lessee will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such violations.

SECTION TWENTY-FOUR. TAXES, ASSESSMENTS, AND FEES.

In accordance with Revenue and Taxation Code section 107.6, Lessee is hereby advised that this lease may create a possessory interest subject to property taxation and that, if such an interest is created, Lessee is solely responsible for the payment of all property taxes levied on that interest. In addition, Lessee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon the leasehold estate in the Leased Premises, or upon Lessee's operations thereon. Lessee shall also pay all license or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Leased Premises.

SECTION TWENTY-FIVE. MODIFICATION.

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Lessee and County.

SECTION TWENTY-SIX. TERMINATION.

This Lease may be canceled and terminated by either party, without penalty, for any reason, at any time after execution of this Lease. Such cancellation and termination shall be effective on the sixtieth (60th) day after one party gives to the other written notice of termination. However, the giving of such notice shall not release either the County or the Lessee from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

SECTION TWENTY-SEVEN. RETURN OF PROPERTY AT TERMINATION.

Lessee will return the property in good condition upon termination or expiration of the Lease.

SECTION TWENTY-EIGHT. ASSIGNMENT AND SUBLEASE.

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

SECTION TWENTY-NINE. SUBORDINATION.

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

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

SECTION THIRTY. MECHANICS LIEN.

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

SECTION THIRTY-ONE. FORCE MAJEURE.

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

SECTION THIRTY-TWO. WAIVER.

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

SECTION THIRTY-THREE. DEFAULT.

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

SECTION THIRTY-FOUR. INUREMENT.

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

SECTION THIRTY-FIVE. ATTORNEY'S FEES AND COSTS

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

SECTION THIRTY-SIX. SEVERABILITY.

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

SECTION THIRTY-SEVEN. TIME IS OF ESSENCE.

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

SECTION THIRTY-EIGHT. ADDITIONAL TERMS AND CONDITIONS.

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

NONE

SECTION THIRTY-NINE. AMENDMENT.

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

SECTION FORTY. ENTIRE AGREEMENT.

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

SECTION FORTY-ONE. CONSTRUCTION OF AGREEMENT.

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

SECTION FORTY-TWO. NOTICE.

Any notice required by the Lease or applicable law to be given or served on Lessee or County may be given or served either by personal delivery to the County Lease Administrator or any one of the Lessees, by personal delivery to, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

COUNTY

WASTE MANAGEMENT

Department

163 MAY STREET

Street

BISHOP, CA 93514

City and State

LESSEE

EASTERN SIERRA PROPANE

Name

104 SUNLAND RESERVATION ROAD

Street

BISHOP, CA 93514

City and State

////

////

COUNTY OF INYO
COMMERCIAL SITE LEASE

Initial Term of Lease:
JULY 1, 2010 through JUNE 30, 2015

IN WITNESS THEREOF, the parties hereto have set their hands and seals this 7TH
day of JULY, 2010.

LESSOR

County of Inyo

By Richard Cervantes
Signature

RICHARD CERVANTES
Type or Print Name

Date: 6-15-10

LESSEE

Tom Sigler
Signature

Tom Sigler
Type or Print Name

Date: 7-7-10

Approved as to form and legality:

[Signature]
County Counsel

Approved as to accounting form and content:

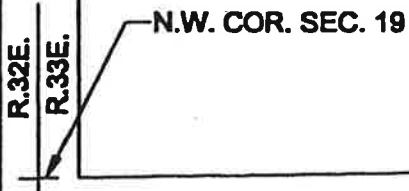
Nita Sunday
County Auditor

Approved as to insurance and risk management:

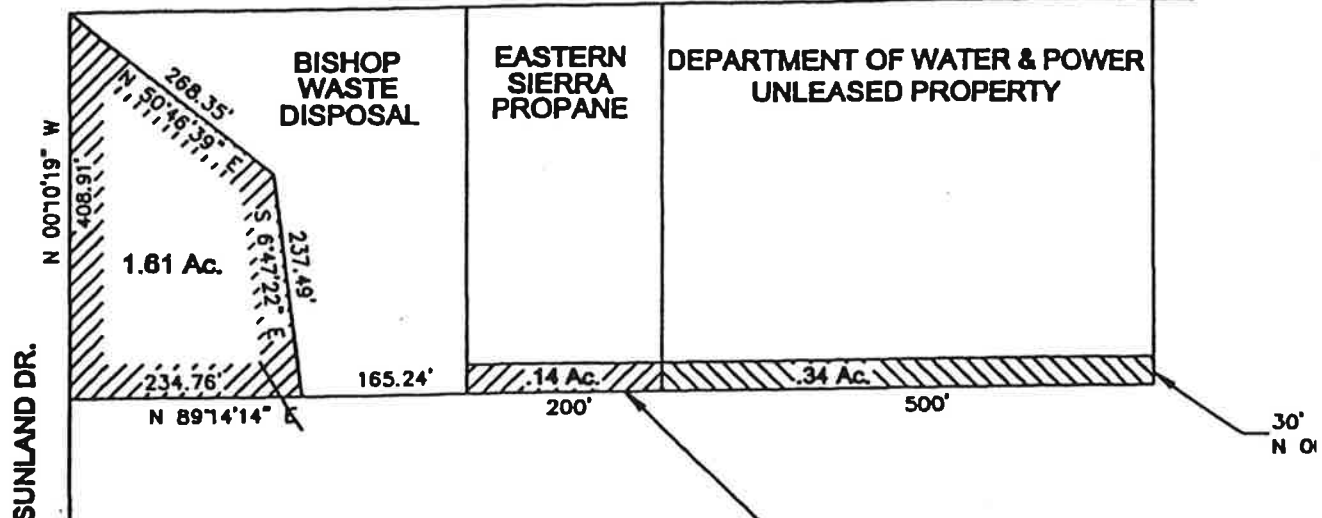
M. Baker
County Risk Manager



T.7S.



SUNLAND INDIAN RES. RD



LAND TO BE LEASED BY
EASTERN SIERRA PROPANE
FROM INYO COUNTY

BISHOP SUNLAND DUMP

ADDITIONAL LANDS TO BE LEASED
TO INYO COUNTY
2.09 Ac.

5/99 MJD
REF: C14248, S-2-D

13-020-06A

EXHIBIT A

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
EASTERN SIERRA PROPANE FOR A COMMERCIAL SITE LEASE

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Eastern Sierra Propane, have entered into an Agreement for Commercial Site Lease dated 6/1/2010 for the initial term of 7/1/2010 to 6/30/2025 (hereinafter "Sublease Agreement").

WHEREAS, Ferrellgas, LP bought Eastern Sierra Propane on or about January ²³~~13~~, 2024;
and

WHEREAS, Eastern Sierra Propane desires to assign its rights under the Sub-Lease Agreement to Ferrellgas, LP; and

WHEREAS, The Parties to the Sublease Agreement desire to approve the assignment of Eastern Sierra Propane's rights to Ferrellgas, LP incorporated of Delaware, pursuant to section 28 of the Sublease Agreement; and

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

County and Lessee hereby amend such Sublease Agreement as follows:

1. County, Eastern Sierra Propane, and Ferrellgas, LP agree that Eastern Sierra Propane hereby assigns its rights and responsibilities under the Sublease Agreement to Ferrellgas, LP; and
2. Ferrellgas, LP agrees to accept the rights and responsibilities set forth in the Sublease Agreement; and
3. All references to Eastern Sierra Propane in the Sublease Agreement shall be changed to Ferrellgas, LP to reflect the change in ownership of Eastern Sierra Propane and this assignment of rights and responsibilities; and
4. All contact information for Eastern Sierra Propane set forth in the Sublease Agreement shall be changed as follows, unless later modified by Ferrellgas pursuant to the Sublease Agreement:

Ferrellgas, LP
One Liberty Plaza
Liberty, MO 64068

County of Inyo Contract Amendment

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
EASTERN SIERRA PROPANE FOR A COMMERCIAL SITE LEASE

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
County Risk Manager

EASTERN SIERRA PROPANE

By: [Signature]

Dated: 2/29/2024

FERRELLGAS, LP

By: Ferrellgas, Inc., general partner

By: [Signature]

Dated: 2-23-24



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-197

Auction of Surplus Public Works Vehicles and Equipment Public Works - Recycling & Waste Management ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

RECOMMENDED ACTION:

- A) Declare the vehicles and equipment listed in Attachment 1 as surplus; and
- B) Authorize Recycling and Waste Management to offer the vehicles and equipment for sale utilizing the Public Surplus auction site; and
- C) Authorize any unsold vehicles and equipment to be disposed of as scrap metal.

BACKGROUND / SUMMARY / JUSTIFICATION:

Since 2015, Inyo County has used the online auction site Public Surplus to dispose of surplus vehicles with great success. This system provides the opportunity for local government agencies, special districts, non-profit agencies, County residents and the general public to purchase surplus county vehicles and equipment online.

The auction will be conducted over a one-week period and will be accompanied by local advertising. All payments will be processed through Public Surplus. At the end of the auction, unsold vehicles and equipment will be disposed of as scrap metal. All proceeds will be deposited into the Recycling & Waste Management Budget,045700; Parks Budget 076900; and the Road Department Budget, 034600; object code 4911, sales of fixed assets.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700, 076900, 034600
Budgeted?	Yes	Object Code	4911
Recurrence	One-Time Revenue		
Current Fiscal Year Impact			
2023/2024 Revenue - unknown at this time.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may select to use the sealed bid process. This alternative is not recommended as it is very time-consuming, does not maximize cost recovery and makes it difficult to reach potential out-of-state buyers.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. 2024 Surplus Attachment 1

APPROVALS:

Teresa Elliott	Created/Initiated - 3/11/2024
Darcy Ellis	Approved - 3/11/2024
Teresa Elliott	Approved - 3/13/2024
Breanne Nelums	Approved - 3/13/2024
John Vallejo	Approved - 3/21/2024
Amy Shepherd	Approved - 3/21/2024
Michael Errante	Approved - 3/22/2024
Nate Greenberg	Final Approval - 3/25/2024

	Asset #	Make / Model	Location
1	144	Onan 17 kil power generator	Sunland
2	351	1964 Motor Grader	Sunland
3	2743	1972 920 Cat Loader	Sunland
4	6123	1970 Kenworth Dump Truck	LP landfill
5	6151	1981 Kenworth Dump Truck	Indy landfill
6	6268	Walton Equipment Trailer	Diaz Lake
7	6533	1958 Calla 2 ton trailer	LP landfill
8	8353	John Deere 544 Loader	Sunland
9	8810	938G Cat Loader	Sunland

Board Agenda 4-2-2024



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-231

Road Closure at 262 McLaren Lane to Accommodate Required Utility Work Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Hasib Rasooli, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the closure of McLaren Lane in Bishop, between the hours of 8:30 a.m. and 4:00 p.m. on Wednesday, April 17, 2024, to accommodate utility work performed by Southern California Edison.

BACKGROUND / SUMMARY / JUSTIFICATION:

Southern California Edison (SCE), has submitted an encroachment permit application requesting the closure of McLaren Lane in Bishop, Wednesday, April 17, 2024, between the hours of 8:00 a.m. and 4:00 p.m. for the purpose of Southern California Edison's use, to perform utility work at 262 McLaren Ln. in Bishop.

SCE only has access to these utility poles via the use of a crane. The crane needed for the replacement of the utility poles is much larger than typically used. The staging/operation of the crane will take the majority of the roadway, and will not allow for an open traveling lane for vehicles. There is an anticipated impact to the public who live on McLaren Lane. To mitigate the impact, the Road Department will include provisions in the encroachment permit requesting the permittee give written notice to impacted homeowners ten days in advance of the road closure, as there is no alternative route around this project.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	N/A
Budgeted?	N/A	Object Code	N/A
Recurrence	N/A		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the closing of this road for this encroachment permit. This is not recommended, as Southern California Edison is updating their electrical infrastructure to better serve the community of Bishop, and closure of the roadway will greatly increase safety for all working on this project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Encroachment Permit

APPROVALS:

Hasib Rasooli	Created/Initiated - 3/21/2024
Hasib Rasooli	Approved - 3/21/2024
Darcy Ellis	Approved - 3/21/2024
Shannon Platt	Approved - 3/22/2024
Grace Chuchla	Approved - 3/25/2024
Michael Errante	Approved - 3/25/2024
Hasib Rasooli	Approved - 3/25/2024
Keri Oney	Approved - 3/25/2024
John Vallejo	Approved - 3/26/2024
Amy Shepherd	Approved - 3/26/2024
Nate Greenberg	Final Approval - 3/26/2024



ROAD DEPARTMENT
 168 N. EDWARDS ST. - P.O. DRAWER Q
 INDEPENDENCE, CA 93526
 PHONE: (760) 878-0201
 FAX: (760) 878-2001

COUNTY
 OF
INYO

Michael Errante, Public Works Director
 John Pinckney, Deputy Director

ENCROACHMENT PERMIT

To: SCE
 1924 E Cashdan St.
 Compton, CA
 90220

PERMIT NO: E24-08
 FEE: \$1,000.00
 DATE: 03/21/2024
 RECEIPT NO: 20029771

Attn: Daniel Lopez

In compliance with your request on **February 27, 2024** and subject to all terms, conditions and restrictions written below or printed as general or special provisions or part of this form, **PERMISSION IS HEREBY GRANTED TO:**

The Permittee, **Southern California Edison** or their representative, to perform routine maintenance on existing structures and utilities. This includes structure access for upgrades, maintenance, and replacement including pole replacement, vegetation management, routine inspection of distribution and transmission facilities, potholing, adjustments of existing facilities to grade, and other work as mutually agreed upon by SCE and Inyo County having a minimal impact to the right of way.

Work performed within the Inyo County right-of-way shall be completed in accordance with Inyo County Standard Plans and Specifications. Traffic Control shall be provided by the permittee or their representative in accordance with the Special and General Conditions attached and the 2014 California MUTCD.

SPECIAL PROVISIONS

For inspection and coordination purposes, notice shall be given to the Inyo County Road Department at least 72 hours prior to beginning work. Please notify the Road Department at 760-878-0201 between 8:00 A.M. and 5:00 P.M., Monday through Friday.

Traffic Control

No work will occur in the Inyo County right-of-way until adequate traffic control is in place. Traffic control and signage shall be in conformance with the 2014 California MUTCD standards. Work is permitted between the hours of **7:00 A.M. and 5:00 P.M.** Monday through Friday.

There shall be barricades and/or delineators around the work area at all times during construction. Two-way traffic shall be maintained at all times with a minimum of one traffic lane open at all times. Each lane shall have a minimum clear opening of 10 feet. In the event that one of the two lanes must be closed flaggers **shall** be used to direct traffic safely through the work zone. **The road may not be closed at any time.**

General Work

All work must be completed to the satisfaction of the Inyo County Road Department. Unless directed otherwise, by representatives of Inyo County, all work is to be completed in accordance with any relevant Inyo County Standard Plans and Specifications.

All work shall be completed to the existing finished surface of grades or roads during the daylight hours of the day work begins. Trenches or bore pits left open or piles of material left in the right-of-way overnight shall be protected with barricades with reflective tape or cones with reflective sleeves placed appropriately to warn traffic and pedestrians of the hazard or material piles. Trenches or pits in road shoulders left open overnight must be covered with steel plates (minimum thickness of 3/4") and edges shaded with cold mix.

Pavement Repair/Replacement

Pavement removed or damaged as a result of work under this permit must be replaced to the satisfaction of Inyo County Road Department. New pavement must consist of 1/2"-3/4" aggregate hot mix asphalt. Edges of remaining asphalt near removed or damaged asphalt must be saw-cut leaving a clean vertical edge. This edge shall be protected throughout the work or will be re-cut before placing the final surfacing material. All saw cuts in pavement shall be cleared by sweeping, flushing, or other means and a **tack coat SS-1, SS-1H or CSS1h, diluted one part water to one part emulsified asphalt shall be applied before installation of new asphalt concrete** surfacing. Asphalt concrete surfacing must be installed at a minimum thickness of 3 inches on top of slurry backfill.

Damage to Roadways

In accepting this permit, the Permittee agrees to repair at their own expense and to the satisfaction of the Inyo County Road Department, any damage to roadways, roadway appurtenances, or existing utilities resulting from work under this permit. Notwithstanding, work or repair may be done by Inyo County Road Department personnel at the option of the Inyo County Road Department, the cost to be borne by the Permittee. In the event of damage to Inyo County roadways, roadway appurtenances, or existing utilities, notification must be given to the Road Department within 72 hours after such damage has occurred. Failure to notify the Road Department will be considered cause for cancellation of all permit privileges pending a satisfactory arrangement with the Road Department for repair or replacement of the damaged roadway, roadway appurtenance, or existing utility.

DIG ALERT

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to excavate will be valid. For your Dig Alert ID Number Call Underground Service Alert TOLL FREE 1-800-227-2600 two (2) working days before you dig.

GENERAL PROVISIONS

The Permittee shall indemnify and save harmless the County of Inyo and all officers, employees and agents thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the Permittee, persons employed by the Permittee, persons acting on behalf of the Permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the Permittee's part to perform his obligations, or resulting from defects or obstructions, or from any cause whatsoever arising during the progress of work, or other activity at any subsequent time being performed under the rights and obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Permittee waives any and all rights to any type of implied indemnity against the County, its officers, employees or agents. It is the intent of the parties that the Permittee will indemnify and hold harmless the County, its officers, employees and agents from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County, the Permittee, persons employed by the Permittee, or persons acting in behalf of the Permittee.

Acceptance of this permit constitutes an agreement by the Permittee to observe and comply with all general and special provisions in the permit and its accompaniments. This permit is null and void and hereby declared non-existent if the Permittee fails to adhere to all provisions stipulated herein.

The Permittee or their representatives, including contractors and subcontractors, performing any work onsite shall possess a copy of this permit onsite, signed by the Permittee, at all times while work is being conducted. All General and Special Provisions stipulated herein are expected to be understood by the Permittee and their representatives.

This permit shall be void unless the work herein contemplated shall have been completed on or before **April 17, 2025**.

Inyo County Road Dept.

By *Russ Rasooli*
Russ Rasoolil
Engineering Assistant II

cc: Road District 1



INYO COUNTY ROAD DEPARTMENT

P.O. DRAWER Q – 168 N. EDWARDS STREET
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

APPLICATION FOR AN ENCROACHMENT PERMIT TO PERFORM WORK IN THE RIGHT-OF-WAY OF INYO COUNTY ROADS

Minimum Permit fee of \$50.00 is required with all applications. Additional Fees will be calculated for each permit, and payable before the permit is issued.

Please answer all questions below. Attach additional sheets if necessary

Please submit application to pw.permits@inyocounty.us

SCE WO #'S:
421023 & 421022

Applicant/Permittee

Date

Address

Contact Person

Phone

City/State/Zip Code

E-Mail

DESCRIBE WORK:

LOCATION OF WORK:

ASSESSORS PARCEL NUMBER OF ADJACENT PROPERTY: _____

DATES WHEN WORK IS ANTICIPATED: _____

ATTACH PLANS OR DRAWING OF PROPOSED ENCROACHMENT WORK

APPLICANT AGREES TO DO THE WORK IN ACCORDANCE WITH INYO COUNTY RULES AND REGULATIONS AND SUBJECT TO INYO COUNTY INSPECTION AND APPROVAL.

PERMIT NUMBER: E24-08

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Permittee, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, from, the active negligence, or wrongful acts of the County, its officers, or employees.

Special Conditions: _____

INYO COUNTY PUBLIC WORKS DEPARTMENT

PERMITTEE'S SIGNATURE:  DATE: _____

APPROVED BY: Russ Rasooli DATE: 03/21/2024

INYO COUNTY ROAD DEPARTMENT
PERMIT FEES

Trenching – Minimum Permit Fee \$50.00

Trenching across street:

- 0-50 Feet Minimum fee
- 51-100 Feet Minimum fee plus \$1.00 per foot of length greater than 50 feet.
- 101 + Feet \$100.00 plus \$0.30 per foot of length greater than 100 feet.

Trenching parallel to centerline of street and boring:

- 0-100 Feet Minimum fee.
- 101-1500 Feet Minimum fee plus \$0.30 per foot of length greater than 100 feet.
- 1501 + Feet \$200.00 plus \$0.10 per foot of length greater than 1500 feet.

Split trenching with cable placement:

- All distances Minimum Fee plus \$0.05 per foot

Curb and Gutter: Minimum Fee

Tree Removal on County Right-of-Way

Removal by licensed contractor only: \$5.00



2024 Authorized Approved SCE Contractors

Line Construction Contractors

Ameron
Asplundh Construction Corp.
City Light & Power
Cupertino Electric Inc.
Cunningham-Davis Corp.
Dirt Works
Edison Power Constructors, Inc.
EE Electric Inc.
Faith Electric
Ferreira Power West
Hampton Tedder Electric Company
Hot Line Construction Inc.
Inland Metro Services
Ironstep
Michel's Corp
Outsource UCC
Par Western Line Contractors
Pro Energy
Rokstad
Sasco
Southern Contracting Company
Sturgeon Electric Co Inc.
Western Construction Specialists, Inc.
Wilson Utility Construction Company

Underground Civil Contractors

A.M. Ortega Construction Inc.
Arizona Pipeline Company
Asplundh Construction Corp.
Doty Brothers Construction Co
Hampton Tedder Electric Co.
Henkels & Mc Coy Inc.
Herman Weissker Inc.
Hood Communications Inc.
Hotline Construction Inc.
International Line Builders Inc.
Irish Electric Corporation
J and M Contracting Corp
Karcher Environmental Inc.

Cont'd

Lyles Utility Construction LLC
Northwest Excavating Inc.
NPL Construction
Outback Contractors
Inc
Par Western Line Contractors
. Tidwell Excavation
Underground Construction Company,
Inc VCI Construction
Veteran Pipeline Construction
W A Rasic Construction Company Inc.
Ward Corporation

Traffic Control

Alcoa
Drake Traffic Control Services
Pro Traffic (Design &
Permitting) So Cal Elite
Traffic Management Inc. (TMI)

All Star Traffic Solutions
California Traffic Control
(CTC) California Elite Traffic
Edison Power Constructors, Inc. (EPC)
StreetCal Enterprises
Total Barricade
Utility Traffic Services
United Traffic Services

Vegetation Management

AAA Tree Service
AC Tree
ACRT
Asplundh Trees, Inc.
Arbor Tech
Arbormetrics Solutions (AMS)
Arborworks
Birchfield Enterprises
Brown's Construction
Chriso's Tree Service
CN Utility Consulting (CNUC)
Community Tree Service
Core Tree Care
Davey Tree
Davey Resource Group (DRG)
Integrity Arborist
International Tree Management (ITM Trees)
Mario's Tree Service

Cont'd

Mowbray's Tree Service

Pacific Coast Tree Experts

Pacific Weed Control

Phillips & Jordan, Inc.

Pino Tree

Pro Energy

Rancho Tree

Rapid Response

Rolling Green

Sierra Tree

Steelclad, Inc.

Synergy Tree Trimming Inc.

Tree Service Kings (TSK)

Trees Inc.

Utility Tree Service (UTS)

UPE Resources Inc.

Vegetation Management Utility Services (VM)

Traffic Control

Alcola

All Star Traffic Solutions

California Traffic Control (CTC)

Drake Traffic Control Services

Edison Power Constructors, Inc. (EPC)

StreetCal Enterprises

Total Barricade

Traffic Management Inc. (TMI)

United Traffic Services

Utility Traffic Services

Survey Contractors

STANTEC CONSULTING SERVICES INC.

Towill, Inc.

Saddleback

Mark Thomas and Company, Inc

PSOMAS

D. Woolley & Associates, Inc.

Guida Surveying Inc

GIS Surveyors, Inc.

WestLAND Group

MICHAEL BAKER INTERNATIONAL INC

Meyer Land Surveying

DeWalt Corp.

If Additional information is needed, please contact me at

Daniel Lopez

***Southern California Edison - Agency Coordinator Senior Specialist
1924 Cashdan St, Compton CA 90220***

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 19th day of *March*, 2013 an order was duly made and entered as follows:

Ord. 1178/SCE
Franchise

On a motion by Supervisor Tillemans and a second by Supervisor Pucci, Ordinance 1178 titled "An Ordinance Of The Board Of Supervisors Of The County Of Inyo, State Of California, Repealing Inyo County Ordinance 100, And Granting To Southern California Edison Company, A California Corporation, Its Successors And Assigns, The Right, Privilege And A Franchise To Use And To Construct Poles, Wires, Conduits, And Appurtenances, Including Communication Conduits Necessary Or Proper Therefor, In, Along, Across, Upon, Over, And Under The Public Streets, Ways, Alleys, And Places, As They May Now Or Hereafter Exist, Within The County Of Inyo, For The Purpose Of Transmitting And Distributing Electricity For All Purposes As Authorized Under This Franchise," was enacted: motion unanimously passed and adopted.

WITNESS my hand and the seal of said Board this 19th

Day of March 2013



KEVIN D. CARUNCHIO

Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing
CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO <input checked="" type="checkbox"/> _____
Other _____
DATE: March 29, 2013

ORDINANCE NO. - 1178

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING INYO COUNTY ORDINANCE 100, AND GRANTING TO SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND A FRANCHISE TO USE AND TO CONSTRUCT POLES, WIRES, CONDUITS, AND APPURTENANCES, INCLUDING COMMUNICATION CONDUITS NECESSARY OR PROPER THEREFOR, IN, ALONG, ACROSS, UPON, OVER, AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS, AND PLACES, AS THEY MAY NOW OR HEREAFTER EXIST, WITHIN THE COUNTY OF INYO, FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING ELECTRICITY FOR ALL PURPOSES AS AUTHORIZED UNDER THIS FRANCHISE

This Franchise Agreement, herein referred to as "Agreement" or "Franchise," is entered into on xxxxxx, 2013, by and between the COUNTY OF INYO, herein referred to as "County," and Southern California Edison Company, a California Corporation, authorized to do business in the state of California, herein referred to as "Grantee". County and Grantee are referred to herein collectively as the "Parties."

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF INYO, DOES ORDAIN AS FOLLOWS:

SECTION 1. As used in this ordinance, the following words and phrases shall have the following meanings, unless the context in which they are used shall clearly import a different meaning:

- (a) The word "Grantee" shall mean Southern California Edison Company (SCE) and its lawful successors or assigns;
- (b) The word "County" shall mean the County of Inyo, a political subdivision of the State of California, ;
- (c) The word "Roads" shall include county highways, roads, streets, alleys, ways, and places as defined in Streets and Highways Code section 941, those rights reserved to the county in Streets and Highways Code section 681, and rights-of-way dedicated to the County for road purposes as the same now or may hereafter exist within the County;
- (d) The phrases "poles, wires, conduits, and appurtenances" and "electrical facilities" shall mean poles, towers, supports, wires, conductors, cables, guys, stubs, platforms, crossarms, braces, transformers, insulators, conduits, ducts, vaults, manholes, meters, cut-outs, switches, related communication conduits and

circuits, appliances, attachments, appurtenances, and any other property located or to be located in, over, under, along, across, or upon Roads of the County, and used or useful, directly or indirectly, for the purpose of transmitting or distributing electricity for all lawful purposes;

- (e) The phrases "construct" and "construct and use" shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate, or remove poles, wires, conduits, and appurtenances used for transmitting and distributing electricity for all purposes with the Franchise Area;
- (f) The word "Franchise" shall mean and include any authorization granted hereunder in terms of a privilege to use, and to construct and use, electric transmission and distribution facilities, including related communication circuits, for transmitting and distributing electricity for all lawful purposes, in, under, along, across, and upon Roads within the County;
- (g) The term "Franchise Act of 1937" shall mean California Public Utilities Code Sections 6201, et seq.
- (h) The word "Franchise Area" shall mean the unincorporated area of the County of Inyo.

SECTION 2. The County hereby grants a Franchise to Grantee, its successors and assigns pursuant to and in accordance with the Franchise Act of 1937. The franchise provides Grantee with all rights set forth in the Franchise Act of 1937 including, but not limited to Grantee's right to use, and to construct and use, poles, wires, conduits, and appurtenances, including related communication conduits and circuits necessary or proper therefor, for transmitting and distributing electricity for all lawful purposes in, under, along, across, over and upon Roads within the County.

SECTION 3. This Franchise shall be for a term of forty (40) years from the effective date of this Ordinance and shall endure in full force and effect unless, with the consent of the Public Utilities Commission of the State of California, this Franchise shall be voluntarily surrendered or abandoned by the Grantee, or unless the State or some municipal or public corporation purchases by voluntary agreement or condemns and takes under the power of eminent domain, all property actually used and useful in the exercise of this Franchise and situated within the territorial limits of the State, municipality, or public corporation purchasing or condemning such property, or unless this Franchise shall be forfeited for noncompliance with its terms by the Grantee.

SECTION 4. Grantee shall have the following duties and liabilities during the life of this franchise:

- (a) **Payment.** The Grantee shall pay to the County the sum provided by law, which is two percent (2%) of the Grantee's gross annual receipts arising from the use, operation, or possession of this Franchise; except that such payment shall in no event be less than one percent (1%) of the Grantee's gross annual receipts derived from the sale of the utility service for which the Franchise is awarded within the unincorporated areas of the County.

The Grantee shall pay to the County within fifteen (15) days after the time for filing its verified statement of gross receipts, specified in Section 4(b) below, in lawful money of the United States, the percentage specified above of its gross receipts for the calendar year covered by the statement. Subject to Section 7 hereof, any neglect, omission, or refusal by the Grantee to file the verified statement, or to pay the percentage at the times or in the manner hereinbefore provided, shall constitute grounds for the declaration of forfeiture of this Franchise and of all rights hereunder.

If the Grantee has not made payment in full by the deadlines established above and below, the payment due shall be subject to a late penalty charge. If paid within three (3) months after the deadlines established above and below, the late penalty charge shall be five percent (5%) of the amount due for each year or portion thereof such fees are in arrears. However, if Grantee has not made payment within three (3) months after the deadlines established above and below, the amount of the late penalty shall increase to ten percent (10%) of the amount due for each year or portion thereof such fees are in arrears. This amount is not interest and therefore shall not be prorated.

In the event of a change in the law allowing County to collect Franchise Fees in excess of those currently set forth in the 1937 Franchise Act, County shall have the right to elect to receive any higher rate for the remaining term of this Agreement.

- (b) **Verified Statement.** The Grantee shall file with the Clerk of the Board of Supervisors, within three (3) months after the expiration of the calendar year a verified statement showing in detail the total gross receipts of the Grantee derived during the preceding calendar year, or fractional calendar year following the date of the granting of this Franchise, from the sale of electricity within the County.

Upon reasonable notice, the Clerk of the Board of Supervisors, or any qualified person designated by the County, may audit Grantee's records for the purpose of verifying the data set out in the verified statement.(c) **Reimbursement of**

Publication Expenses. As set forth in Section 6293 of the Franchise Act, the Grantee shall pay to the County a sum of money sufficient to reimburse it for all reasonable publication expenses incurred by it in connection with the granting of this Franchise; such payment to be made within thirty (30) days after the County furnishes the Grantee with a written statement of such expenses.

- (d) **Compliance with Ordinances/Rules/Laws.** The Grantee and all its contractors, sub-contractors, and vendors shall construct, install, and maintain all poles, wires, conduits, and appurtenances in accordance and in conformity with all of the ordinances and rules adopted by the Board of Supervisors of the County of Inyo, in the exercise of its police powers and not in conflict with the paramount authority of the State, and, as to state highways, subject to the laws relating to the location and maintenance of such facilities therein.
- (e) **Payment of Cost to Repair Public Property.** As set forth in Section 6295 of the Franchise Act of 1937, the Grantee shall pay to the County on demand the cost of all repairs to public property, including but not limited to any public street, way, alley or place necessitated by any of the operations of Grantee under this Franchise. Alternately, the County may require the Grantee, at the Grantee's own cost and expense, to commence to repair any such damage within thirty (30) days of its occurrence and complete within a reasonable period of time, and restore such portion of such damaged public property to as good a condition as such property existed before such damage occurred.
- (f) **Permits.** This Franchise does not in any way relieve the Grantee of its obligation to secure an encroachment permit or other permits pursuant to and in accordance with all applicable County Ordinances. However, in securing an encroachment permit, the Grantee shall not be charged right-of-way fees by the County for rights-of-way subject to this Agreement.

The County may require Grantee to obtain ministerial permits from the County for the purpose of notifying the County as to the approximate date and times that Grantee will be conducting its operations within the public streets and to reflect County requirements for such work. County shall grant to Grantee, for a nominal fee, a blanket permit to carry out routine work affecting the public right-of-way in the County.

- (g) **Removal or Relocation of Facilities.** As required by Section 6297 of the Franchise Act of 1937, the Grantee shall remove or relocate any facilities installed, used, and maintained under the franchise if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place including the construction of any subway or viaduct or other County

improvements, including any public works construction projects, undertaken by the County of Inyo. Such removal or relocation shall be performed by Grantee without expense to the County or entities governed by the Inyo County Board of Supervisors. However, the Grantee is not precluded from seeking reimbursement from a private entity of Grantee's expenses in removing or relocating such facilities if such removal or relocation is for the benefit of a private developer.

- (h) **Indemnification.** As set forth in Section 6296 of the Franchise Act, the Grantee shall defend, indemnify and hold harmless the County and its officers from all liability for damages proximately resulting from any of Grantee's operations under this Franchise. The Grantee shall also indemnify and hold harmless the County and its officers from any claim, action or proceeding against the County or its officers to attack, set aside, void, or annul the County's approval of this Ordinance unless resulting from the County's own negligence or failure to comply with the County Code or State law.
- (i) **Audit.** The Clerk of the Board of Supervisors or the County Auditor-Controller, or any certified public accountant, or third party as designated by the County, may make examination at Grantee's offices at any reasonable time during business hours, of its books, records, and accounts germane to and for the purpose of verifying the data set forth in the verified statement.
- (j) **General Regulations.** Grantee shall perform its work in compliance with applicable requirements of the California Public Utilities Commission (CPUC) and Federal Energy Regulatory Commission (FERC). All lines placed and constructed during the term of this Agreement shall be documented on recorded drawings as to the location, type, configuration and dimension. To the extent they are available, said record drawings shall be available within sixty (60) calendar days upon receiving a written request by the County. County acknowledges such drawings provided by the Grantee may not accurately depict the location of Grantee's lines or other facilities.

Grantee asserts that any writings or other information provided to County pursuant to this Franchise that identify the native placement or capabilities of any of Grantee's electrical facilities located within the County are exempt from public disclosure under the California Public Records Act, Government Code Section 6250 and following, including but not limited to Section 6254 (e). Any such writings or information that Grantee believes are proprietary or financial information or Critical Energy Infrastructure Information ("CEII") under Title 6 Section 131(3) of the United States Code, as defined in this agreement, shall be clearly marked or identified as such when provided to the County. In the event of a request for presentation of such confidential information the County shall

forthwith notify Grantee of the request in writing. Thereafter, Grantee may consent to the disclosure in writing. Alternatively, Grantee may object to the disclosure of such Confidential Information. If County determines that such information is required by statute to be released, it shall, prior to releasing the information, provide notice of its determination to Grantee and an opportunity for Grantee to obtain a court decision regarding the status of the information. During the period of time in which the information is withheld by County, Grantee agrees to indemnify, defend and hold harmless the County in any action brought to disclose the withheld information.

- (k) **Third Party Access to Facilities.** Except in those cases where Grantee is required by State or Federal law to provide access to its Facilities to third parties, use of Grantee's Facilities for any purpose other than the uses permitted by the Ordinance shall require notice to and consent by the County. Such consent may be conditioned upon entering into a franchise for the uses other than those permitted by this Ordinance, entering into an appropriate rental agreement or entering into such other agreement as may be appropriate.

SECTION 5. This Franchise does not in any way impair or affect the right of the County to acquire the property of the Grantee by purchase or condemnation, and nothing in this Franchise shall be construed to contract away, modify or abridge, either for a term or in perpetuity, the County's right of eminent domain in respect to the Grantee or any other public utility. This Franchise shall never be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the Grantee of the necessary publication and any other sum paid by it to the County herefor at the time of acquisition.

SECTION 6. The County, by its County Board of Supervisors, may declare this Franchise forfeited if the Grantee fails, neglects or refuses to comply with any of the provisions or conditions of this Franchise, and does not within thirty (30) days after written demand for compliance begin the work of compliance, or after such beginning does not prosecute the work with due diligence to completion. Grantee reserves the right to contest a declaration of forfeiture and formal termination taken pursuant to Section 6292 of the Franchise Act in a court of competent jurisdiction.

SECTION 7. This ordinance and the various parts, sections and clauses thereof are hereby declared to be severable. If any part, sentence, paragraph, section or clause of this ordinance, or its application to any person or entity is adjudged unconstitutional or invalid, such unconstitutionality or invalidity shall affect only such part, sentence, paragraph, section or clause of this ordinance, or person or entity; and shall not affect or impair any of the remaining provisions, parts, sentences, paragraphs, sections or clauses of this ordinance, or its application to other persons or entities. The Board of Supervisors hereby declares that this

ordinance would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section or clause of this ordinance not been included herein; or had such person or entity been expressly exempted from the application of this ordinance.

SECTION 8. This Franchise shall not become effective until the Grantee files written acceptance hereof with the Clerk of the Board of Supervisors within thirty (30) days after the adoption of this ordinance. Such written acceptance shall constitute a continuing agreement by the Grantee that if and when the County later annexes, or consolidates with, additional territory, all franchises, rights and privileges owned by the Grantee therein shall be deemed abandoned within the limits of the additional territory.

SECTION 9. As a condition for the grant of this Franchise, Grantee shall not be delinquent in the payment of any fees, assessments, taxes (including real property taxes) to the County, or to any special district of the County, at any time during the term of this Franchise. This Section shall not be construed to prevent Grantee from challenging the imposition of any such fee, assessment, or tax as being violative of Grantee's rights and/or law. Grantee shall not be in violation of this Franchise to the extent it is challenging such fee, assessment, or tax before the County or in a court of competent jurisdiction.

SECTION 10. The County may sue in its own name for the forfeiture of this Franchise, in the event of noncompliance with any of the provisions or conditions hereof by the Grantee.

SECTION 11. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post office. Should County or Grantee have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands, or requests between Grantee and the County shall be addressed as follows:

COUNTY

County of Inyo
Attention: County Administrative Officer / Clerk of the Board of Supervisors
224 N. Edwards Street
Independence, CA 93526
Any regular U.S. mail notices are sent to:
P.O. Drawer N
Independence, CA 93526

With A Copy To County Counsel
224 N. Edwards Street
Independence, CA 93526
Any regular U.S. mail notices are sent to:
P.O. Drawer N
Independence, CA 93526

GRANTEE Southern California Edison Company
Local Governmental Affairs
Attn: Franchise Department
2244 Walnut Grove Ave
GO 1, Quad 4C
Rosemead, CA 91770-3714

With A Copy To Southern California Edison Company
Local Public Affairs, Region Manager
Address
Address

SECTION 12. This ordinance shall take effect and be in full force thirty (30) days after its passage by the County Board of Supervisors. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.


PASSED, APPROVED, AND ADOPTED this 19 day of March, 2013 by the following vote:

AYES: Supervisors Arcularius, Griffiths, Pucci, Tillemans, and Kingsley

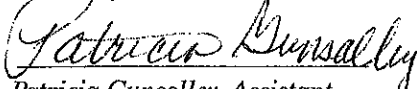
NOES: -0-

ABSTAIN: -0-

ABSENT: -0-


Chairperson, Inyo County Board of Supervisor

Attest: KEVIN D. CARUNCHIO
Clerk of the Board

by 
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 15

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

FROM: County Administrator

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: Consideration of ordinance granting 40 year Franchise to Southern California Edison

DEPARTMENTAL RECOMMENDATION: - Request Board enact an ordinance titled "An Ordinance Of The Board Of Supervisors Of The County Of Inyo, State Of California, Repealing Inyo County Ordinance 100, And Granting To Southern California Edison Company, A California Corporation, Its Successors And Assigns, The Right, Privilege And A Franchise To Use And To Construct Poles, Wires, Conduits, And Appurtenances, Including Communication Conduits Necessary Or Proper Therefor, In, Along, Across, Upon, Over, And Under The Public Streets, Ways, Alleys, And Places, As They May Now Or Hereafter Exist, Within The County Of Inyo, For The Purpose Of Transmitting And Distributing Electricity For All Purposes As Authorized Under This Franchise.

SUMMARY DISCUSSION: - Southern California Edison has applied for a new Franchise for the transmission and distribution of electricity in Inyo County. The company's last Franchise, granted in 1962, expired on September 5, 2012. Company representatives and staff from the Administrator's Office and, later, County Counsel, have been in negotiations regarding a new Franchise for over 18 months, since receipt of the application for a new franchise. In response to the application and related negotiations, the attached Ordinance/Franchise was presented to your Board for consideration of granting a subsequent Franchise to SCE. On March 5, 2013, your Board (a) declared its intent to grant the Franchise, (b) scheduled the prerequisite public hearings to take public objections to granting the Franchise and to consider the Ordinance per PUC Code §6233 for March 12, 2013, and waived the first reading of the ordinance and (c) scheduled the enactment for today's meeting. Therefore it is recommended that your Board enact the ordinance granting SCE a Franchise as recommended.

ALTERNATIVES: - N/A

OTHER AGENCY INVOLVEMENT: - N/A

FINANCING: - This Franchise Agreement will provide for the SCE to pay an annual Franchise fee equal two-percent (2%) of SCE's gross annual receipts arising from the use, operation, or possession of the Franchise. This is the maximum allowable under the current law. For comparison, the company has applied the Franchise fee formula in the proposed franchise to the company's Franchise Statement for the County of Inyo for Calendar Year ending December 31, 2010, showing the new franchise would result in the County receiving over \$90,000, compared to the \$59,257.83 actually received for that period.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.) <i>R. [Signature]</i> Approved: _____ Date <u>2-7-13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

[Signature] Date: 2-1-13



Road Department

County of Inyo
PO Drawer Q - 168 N. Edwards St.
Independence, California 93526
760-878-0201 fax 760-878-2001

Invoice No. E24-08

Invoice

Customer

Name Southern California Edison
Address 1924 E Cashdan St.
City Compton State CA ZIP 90220
Phone 310-405-1765

Date 2/28/2024
Order No. E24-08
Rep Daniel Lopez
FOB _____

Qty	Description	Unit Price	TOTAL
1	Annual Encroachment Permit - Blanket permit covering routine maintenance and work as outlined in the permit language and covered under the Franchise Agreement between Inyo County and SCE (Ordinance 1178).	\$1,000.00	\$1,000.00
PLEASE REMIT TO THE ABOVE ADDRESS			
PLEASE RETURN ONE COPY WITH PAYMENT, THANK YOU.			

Payment Details

- Cash
- Check

SubTotal	\$1,000.00
Taxable Subtotal	
CA Tax	
DEPOSIT	
TOTAL	\$1,000.00

Office use only: TD

Inyo County Federal Taxpayer ID Number 956005445

Thank You for Your Payment - Inyo County (Public Works)

2/29/2024 10:03 AM Pacific Standard Time



Customer Name Daniel Lopez

Effective Date

2/29/2024

Approved 20029771

Item	Amount
Road - Encroachment Permit	\$1,000.00
Subtotal:	\$1,000.00
Transaction Fee:	\$25.25
Total Charged to:	\$1,025.25
Visa ***** 9573	
Total Amount Paid:	\$1,025.25

Collection Mode: Web

Payment Details

Road - Encroachment Permit

Account Number: SOUTHERN CALIFORNIA EDISON - Permit Number: E24-08 - Property Address: N/A - Property Owner Name: N/A - Daniel Lopez - \$1,000.00

A Transaction Fee has been included in the total amount paid for this transaction.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-182

Resolution Substituting Officers Authorized to Direct Transfer of Tobacco Settlement Funds

Treasurer-Tax Collector

ACTION REQUIRED

ITEM SUBMITTED BY

Alisha McMurtrie, Treasurer

ITEM PRESENTED BY

Alisha McMurtrie, Treasurer

RECOMMENDED ACTION:

Approve Resolution No. 2024-08, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Substituting Officers Authorized to Direct Transfer of Tobacco Settlement Funds," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

In 2000, the Inyo County Board of Supervisors approved Resolution No. 2000-16 authorizing certain County Officers to direct the transfer of tobacco settlement funds. Since the execution of the original resolution, the authorized officers are no longer in the employ of Inyo County. In order to ensure continuity and allow current changes to instructions to be executed by the California Attorney General's Office, it is necessary to substitute the original designated officers with their successors.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
N/A			
Additional Information			

N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

ATTACHMENTS:

1. Resolution No. 2024-08
2. Resolution No. 2000-16

APPROVALS:

Alisha McMurtrie	Created/Initiated - 3/5/2024
Darcy Ellis	Approved - 3/6/2024
John Vallejo	Approved - 3/6/2024
Amy Shepherd	Approved - 3/12/2024
Nate Greenberg	Approved - 3/22/2024
Alisha McMurtrie	Final Approval - 3/25/2024

RESOLUTION NO. 2024-_____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, SUBSTITUTING OFFICERS AUTHORIZED TO
DIRECT TRANSFER OF TOBACCO SETTLEMENT FUNDS**

WHEREAS the Attorney General of the State of California and representatives of a number of California Counties and Cities entered into a Memorandum of Understanding (MOU), which allocates a portion of settlement proceeds stemming from litigation against various manufacturers of tobacco products;

WHEREAS the County has, in consideration for receiving its portion of the settlement proceeds as allocated to Cities and Counties in the MOU, executed the Agreement Regarding Interpretation of MOU (ARIMOU) and the Release, approved by the J.C.C.P. 4041 Court;

WHEREAS, in accordance with the terms of the ARIMOU, and by Resolution, duly by the Board adopted on March 21, 2000, the County has designated certain officers and their successors in Office as those authorized to direct the transfer of the County's settlement funds on behalf of the County; and

WHEREAS the County now desires to substitute different officers for those previously designated;

NOW, THEREFORE, BE IT RESOLVED that the following officers or their successors in office shall be authorized to direct the transfer of the County's settlement funds on behalf of the County:

Nate Greenberg
NAME

Alisha McMurtrie
NAME

Amy Shepherd
NAME

County
Administrative Officer
TITLE

Treasurer-Tax Collector
TITLE

Auditor-Controller
TITLE

SIGNATURE

SIGNATURE

SIGNATURE

BE IT FURTHER RESOLVED, that all notices from the Office of the Attorney General to the County regarding tobacco settlement funds shall be sent to following person/agency:

Name of Person/Agency: Nate Greenberg, County of Inyo

Title: County Administrative Officer

Address: PO Drawer N
Independence, CA 93526

Telephone: 760-878-0292

Facsimile: 760-878-0465

E-Mail: Administration@inyocounty.us

PASSED AND ADOPTED, by the Board of Supervisors of the County of Inyo,
State of California, this _____ day of _____, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson
Inyo County Board of Supervisors

ATTEST:

Nate Greenberg
Clerk to the Board of Supervisors

By _____, Deputy
Darcy Ellis

RESOLUTION NO. 2000-16

**A RESOLUTION AUTHORIZING WITHDRAWAL AND ACCEPTANCE
OF TOBACCO SETTLEMENT MONIES PURSUANT TO THE
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Attorney General of the State of California and representatives of a number of California Counties and Cities entered into a Memorandum of Understanding ("MOU"), which allocates a portion of settlement proceeds stemming from the litigation against various manufacturers of tobacco products;

WHEREAS, the **County of Inyo** (hereinafter "the County") wishes to receive its allocated share of settlement proceeds as provided for and set forth in the MOU;

WHEREAS, the County has obtained any necessary approval to participate in the settlement under the terms and conditions memorialized in the MOU; and

WHEREAS, in consideration for receiving its portion of the settlement proceeds as allocated to Cities and Counties in the MOU, the County has executed the Agreement Regarding Interpretation of MOU and the Release, approved by the J.C.C.P. 4041 Court;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby authorize the acceptance and deposit of the County's portion of the settlement proceeds as allocated to Cities and Counties in the MOU.

BE IT FURTHER RESOLVED, that the Board of Supervisors does hereby authorize the verification by the Office of the Attorney General of all banking information provided to effectuate the acceptance of the settlement proceeds.

BE IT FURTHER RESOLVED, that the following officers or their successors in office shall be authorized to direct the transfer of the County's settlement funds on behalf of the County:

René L. Mendez
County Administrator

John F. Treacy
County Treasurer

George A. Holland
County Auditor/Controller



(Signature)



(Signature)



(Signature)

BE IT FURTHER RESOLVED, that all notices from the Office of the Attorney General to the County regarding tobacco settlement funds shall be sent to the following person/agency:

Name of Person/Agency: **René L. Mendez**

Title: **County Administrator**

Address: **Box N
224 North Edwards
Independence, CA 93526**

Telephone: **(760) 878-0291**

Facsimile: **(760) 878-2241**

PASSED AND ADOPTED, by the Board of Supervisors of the **County of Inyo**, State of California, this 21st day of March, 2000.

AYES: Supervisors Arcularius, Bear, Lent, Hambleton and Dorame

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-



Michael Dorame, Chairman
Inyo County Board of Supervisors

ATTEST: **René Mendez**
Clerk to the Board

By: 
Patricia Gunsolley, Assistant



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-163

Request for Board to Send Letters to California Department of Fish & Wildlife Regarding Mountain Lion Predation and Greater Sage-Grouse Management

Board of Supervisors

ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Supervisor Roeser

RECOMMENDED ACTION:

Authorize the Inyo County Fish & Wildlife Commission to send the following, and direct staff to draft and send similar letters from the Inyo County Board of Supervisors:

- A letter to California Department of Fish & Wildlife Director Charlton Bonham urging better management of mountain lion populations in order to preserve mule deer and Sierra Nevada bighorn sheep populations;
- A letter to Director Bonham supporting the CDFW's management of the Greater Sage-Grouse.

BACKGROUND / SUMMARY / JUSTIFICATION:

At the February 20, 2024 meeting, Mr. Brian Tillemans approached your Board during public comment with a report on the status of mule deer and endangered Sierra Nevada bighorn sheep populations. He cited California Department of Fish & Wildlife (CDFW) numbers showing a dramatic decline in both species' populations at the same time that mountain lion populations have exploded. He urged the Board to support efforts to convince the CDFW to develop common sense and much-needed mountain lion management policies when predation is taking such a significant toll on the very viability of these iconic animals.

Your Board asked that the issue be agendized for a future meeting so that the Board could better engage with Mr. Tillemans on the matter. Mr. Tillemans gave a similar update to the Inyo County Fish & Wildlife Commission on March 21. The Commission voted to ask the Board to send a letter to the CDFW director asking for immediate action to mitigate mountain lion predation on mule deer and endangered Sierra Nevada bighorn sheep. The Commission, which may not take official positions without the approval of your Board, also asked that it be authorized to send a similar letter. Commission Chair Doug Brown will be in attendance to present the request.

At the same Commission meeting, commissioners voted to also request your Board send a letter supporting what appears to be successful management of the greater sage-grouse, and authorize the Commission to send a similar letter.

Draft letters are attached for your consideration.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may suggest changes to the proposed letter, or decline to send the letter at all.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Commission Request - Mountain Lion Predation
2. Board Letter - Mountain Lion Predation
3. Commission Request - Sage-grouse Management
4. Board Letter - Sage-grouse Management
5. Bi-State Sage-Grouse 10-Year Accomplishment Report

APPROVALS:

Darcy Ellis	Created/Initiated - 3/22/2024
Darcy Ellis	Approved - 3/22/2024
Nate Greenberg	Final Approval - 3/25/2024



INYO COUNTY
FISH AND WILDLIFE COMMISSION
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
WARREN ALLSUP
GAYE MUELLER
JARED SMITH

ALTERNATE MEMBER
NICK LARA

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

March 21, 2024

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93514

Dear Board of Supervisors

At its March 21, 2024 meeting the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors send letters and authorize the Inyo Fish and Wildlife Commission to send similar letters, to the California Department of Fish and Wildlife and the State Fish and Game Commission requesting immediate action to mitigate the mountain lion predation on local mule deer and the protected endangered Big Horn Sheep.

Attached as draft letters for the Board's consideration, as well as the draft minutes of the meeting.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Gunsolley".

Patricia Gunsolley, Secretary



INYO COUNTY
FISH AND WILDLIFE COMMISSION
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
WARREN ALLSUP
GAYE MUELLER
JARED SMITH

ALTERNATE MEMBER
NICK LARA

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

Mr. Charlton Bonham, Director
California Department of Fish and Wildlife
1416 9th Street, 12th Floor
Sacramento, CA 95814
www.wildlife.ca.gov

Dear Director Bonham:

The Inyo County Fish and Wildlife Commission is requesting the California Department of Fish and Wildlife (CADF&W) take immediate action to protect and enhance the deer and endangered Sierra Nevada Big Horn Sheep populations in Inyo County and the Eastern Sierra. Since the passage of Proposition 117 over twenty years ago, the management of the State's top predator by CADF&W, the mountain lion, has been non-existent due to provisions in the law. The Commission believes it is important for the Department to find a way to include depredation permits for mountain lions in any management scenario. Managing wildlife through the ballot box can cause problems which are being detrimentally manifested in Inyo County and the Eastern Sierra. It has been reported that 69% of collared deer mortality is attributed to mountain lions.

It should be noted that while hunting impacts on deer herds are managed without equal management of the mountain lions, the deer herd numbers will continue to decrease because of increased numbers of mountain lions. The decrease and loss of the lions preferred prey, the mule deer, will inevitably result in a change in prey for the mountain lions which most definitely include the big horn sheep as well as ranching stock and other wildlife in the area. Additionally, the mountain lions do not discriminate in the gender of the prey that are killed. It includes female deer, and fawns as well as bucks. This indiscriminate prey choice of killing the females and fawns is impacting the herds abilities to sustain appropriate population levels. This cycle has resulted in fewer and more fluctuations in the number of deer in our area, which is negatively impacting the hunting resources which are important to Inyo County's tourist-based economy. What is even more troubling are the impacts of mountain lion predation on the listed Endangered Sierra Nevada Big Horn Sheep population. The Sierra Nevada Big Horn Sheep numbers are reaching extremely low numbers. Mountain lion impacts must be mitigated to sufficiently protect this vanishing species.

The Commission urges the Department to increase whatever form of management is available to introduce innovative ways of managing the mountain lion populations in California to protect humans as well as other domestic and wildlife resources for the benefit of our residents and tourists in not only Inyo County and the Eastern Sierra but for all residents and visitors to our Great State.

Sincerely,

Doug Brown, Chairperson

Attachment:



INYO COUNTY
FISH AND WILDLIFE COMMISSION
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
WARREN ALLSUP
GAYE MUELLER
JARED SMITH

ALTERNATE MEMBER
NICK LARA

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

Ms. Melissa Miller-Henson, Executive Director
California State Fish and Game Commission
P. O. box 944209
Sacramento, CA 94244-20990

Dear Director Miller-Henson

The Inyo County Fish and Wildlife Commission is requesting the California Department of Fish and Wildlife (CADF&W) take immediate action to protect and enhance the deer and endangered Sierra Nevada Big Horn Sheep populations in Inyo County and the Eastern Sierra. Since the passage of Proposition 117 over twenty years ago, the management of the State's top predator by CADF&W, the mountain lion, has been non-existent due to provisions in the law. The Commission believes it is important for the Department to find a way to include depredation permits for mountain lions in any management scenario. Managing wildlife through the ballot box can cause problems which are being detrimentally manifested in Inyo County and the Eastern Sierra. It has been reported that 69% of collared deer mortality is attributed to mountain lions.

It should be noted that while hunting impacts on deer herds are managed without equal management of the mountain lions, the deer herd numbers will continue to decrease because of increased numbers of mountain lions. The decrease and loss of the lions preferred prey, the mule deer, will inevitably result in a change in prey for the mountain lions which most definitely include the big horn sheep as well as ranching stock and other wildlife in the area. Additionally, the mountain lions do not discriminate in the gender of the prey that are killed. It includes female deer, and fawns as well as bucks. This indiscriminate prey choice of killing the females and fawns is impacting the herds abilities to sustain appropriate population levels. This cycle has resulted in fewer and more fluctuations in the number of deer in our area, which is negatively impacting the hunting resources which are important to Inyo County's tourist-based economy. What is even more troubling are the impacts of mountain lion predation on the listed Endangered Sierra Nevada Big Horn Sheep population. The Sierra Nevada Big Horn Sheep numbers are reaching extremely low numbers. Mountain lion impacts must be mitigated to sufficiently protect this vanishing species.

The Commission urges the Department to increase whatever form of management is available to introduce innovative ways of managing the mountain lion populations in California to protect humans as well as other domestic and wildlife resources for the benefit of our residents and tourists in not only Inyo County and the Eastern Sierra but for all residents and visitors to our Great State.

Sincerely,

Doug Brown, Chairperson

Attachment:

FISH AND WILDLIFE COMMISSION

MINUTES
March 21, 2024

The Inyo County Fish and Wildlife Commission met in regular session, at 2:35 p.m., March 21, 2024, at the CADF&W Offices in Bishop, California.

Call to Order: Chairperson Doug Brown called the meeting to order and led the Pledge of Allegiance.

Roll Call: The Commission Members present were Doug Brown, Chairperson, Warren Allsup, Steve Ivey, and Gaye Mueller. Commissioners Jarod Smith and Alternate Nick Lara were absent.

Public Comment: The Chairperson announced the public comment period, no comments were made.

Financial Report: The Secretary confirmed that the balance of the fine fund remains at \$16,908.

Action Item - Minute Approval: Moved by Commissioner Allsup and seconded by Commissioner Ivey to approve the Minutes of the February 15, 2024 meeting. Motion carried unanimously with Commissioner Smith absent.

Action Item: The Chairperson introduced Brian Tillemans who reviewed his request to the State Fish and Game Commission and the Board of Supervisors asking that the CADF&W needs to take immediate action to improve mule deer and the listed endangered Big Horn Sheep numbers in the Eastern Sierra. He also asked that action be taken to minimize the impact of mountain lion predation on these deer and sheep herds. Mr. Tillemans talked about the five hundred signatures petition he had presented to the State Fish and Game Commission as well as the Board of Supervisors. He noted that local support for improving mule deer and big horn sheep numbers and mitigating mountain lion mortality of the lions on these herd populations is particularly important to residents. He noted that many people he has spoken with have noted more frequent sightings of mountain lions in and near many of our communities. The Commission and Mr. Tillemans discussed the several types of situations which may be impacting the herd numbers. Dan Taylor, Biologist, talked about the release of this year's herd count surveys, saying that when the Department releases the survey results, he will provide a copy to the Commission. The discussion also included the impact of the 1990 proposition which set in motion how mountain lions are managed (or not managed) because of the protections in the law, what types of actions might be available to help manage the mountain lions and the impact their increased numbers are having on local deer and sheep herd populations, possibly changing the number of hunting tags, changing the timing of the shed hunts and how wildlife crossings needs to move forward to minimize deer/auto interactions. Dan Taylor updated the Commission on the progress of the development of Wildlife crossings in Mono County which is moving forward.

The Commission went on to discuss the letter which was drafted to submit to the Board of Supervisors for its consideration. The Commission is requesting the Board send a similar letter to the draft and authorize the Commission to also send the letter to CADF&W requesting the Department improve management of mountain lions for the betterment of local deer and big horn sheep numbers. The letter also identifies the Sierra Big Horn Sheep as an endangered species that needs immediate mitigation to stop the level of declining sheep numbers. Edits were made to include identifying the local Sierra Big Horn Sheep as being listed on the Endangered Species List. The Commission also discussed the timing of getting the request for a letter on the Board of Supervisors next meeting Agenda. The Chairperson noted that the Board of Supervisors is scheduled to talk about this item as requested by Mr. Tillemans' at its April 2, 2024 meeting and that he has been invited to participate in the discussion. He asked the Commission to consider approving the letter with the noted edits and corrections and authorize him to sign the letter and have the request for Board approval on the April 2, 2024 Board Agenda. He confirmed that he would share, during the discussion, the Commission's concerns with mountain lion predation on local mule deer and big horn sheep, that the Commission is recommending depredation permits for mountain lions be a part of the solution, and that immediate action is needed to protect the endangered Sierra Big Horn Sheep. Moved by

Moved by Commissioner Allsup and seconded by Commissioner Mueller to request the Board of Supervisors send a letter and authorize the Commission to send a similar letter, asking that the State Commission and Department take action to address mountain lion deer and endangered Sierra Big Horn sheep predation and the decrease and fluctuating deer herd numbers that result because of this predation in Inyo County and the Eastern Sierra. Motion carried unanimously, with Commissioner Smith absent.

Action Item: Dan Taylor, Biologist, advised the Board that the results of the 10-year (2014-2024) study on the Greater Sage-grouse Action Management Plan should be out in the next couple of weeks. He said he would provide a copy for the Commission when it is released. Mr. Taylor went on to provide information on the current state of grouse in the Eastern Sierra including the bi-state population, which are the grouse that travel between California and Nevada. He said that the petition to list the Greater Sage-grouse is something that the Department and the State Commission have dealt with. Mr. Taylor shared that the bi-state population has increased, per plan results by 39% which is a positive sign. The Commission and Mr. Taylor discussed the possibility that listing the grouse as endangered could negatively impact the current Management Plan activities that have had a positive affective on the Greater Sage-grouse populations in the Eastern Sierra. The Commission members believe that the CAF&W is doing an excellent job of managing the Greater Sage-grouse populations and support the Department's plan.

Moved by Commission Ivey and seconded by Commission Mueller to draft a letter and request the Board of Supervisors send a letter and authorize the Commission to send a similar letter, that does not support the petition to list the Greater Sage-grouse as an endangered species by supporting the State Fish and Game Commission and the California Department of Fish and Wildlife management activities as they pertain to the Greater Sage-grouse which have improved the population of the grouse in the Eastern Sierra.

State and Federal Agencies Reports: The Chairperson called for reports. Dan Taylor, Biologist report that said that the Department is restarting the pheasant hunts. He explained that initially they are going to develop a family hunt which allows parents to hunt with their children. He said the hunt will be in the Antelope Valley in November. Lt. Eye reported that the hunter education courses have been completed. He also reported that he is preparing for the opener of fishing season, lining up the extra Wardens that work the Eastern Sierra on Opener.

Commission Reports: Commissioner Mueller reported that she is volunteering to deliver the fishing regulations to local businesses for ESIA. Chairperson Brown reported that he attended the Board of Supervisors meeting on Tuesday, where the Board received information on the plans the Independence Tribe has for the Mt. Whitney Fish Hatchery. He reported that the Tribe plans to renew the contract with the Friends of the Mt. Whitney Fish Hatchery to continue their activities on site. He also reported that the Tribe wants to keep the facility as it historically was but that currently it is in the development stage to determine what must be done to restore the property and where the funding will come from.

Next meeting: The Chairperson confirmed April 18, 2024 as the date for the next Fish and Wildlife Commission meeting.

Adjournment: The Chairperson adjourned the meeting at 4:15 p.m.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



April 2, 2024

Mr. Charlton Bonham, Director
California Department of Fish and Wildlife
1416 9th Street, 12th Floor
Sacramento, CA 95814
www.wildlife.ca.gov

Dear Director Bonham:

The Inyo County Board of Supervisors is requesting the California Department of Fish and Wildlife (CDFW) take immediate action to protect and enhance the mule deer and endangered Sierra Nevada bighorn sheep populations in Inyo County and the Eastern Sierra.

Since the passage of Proposition 117 more than 20 years ago, the management of the State's top predator by CDFW, the mountain lion, has been non-existent due to provisions in the law. The Board believes it is important for the Department to find a way to include depredation permits for mountain lions in any management scenario. It has been reported that 69 percent of collared deer mortality is attributed to mountain lions.

The importance of our native deer and Sierra bighorn to the Eastern Sierra cannot be over emphasized. The deer have provided sustenance since prehistoric times. Both species play an integral part in the natural order of the ecosystem and are the main characters in recreational activities such as wildlife viewing, photography, hunting, and shed antler collecting. Both mule deer and bighorns have become beloved symbols of our cultural identity, our history, our wild places, and, ultimately, our relationship with the land.

Native American Tribes conduct their own hunting programs and pass on to their youth the values and customs historically associated with mule deer. These tribal hunting programs are treasured by the different Paiute tribes in the Owens Valley/Eastern Sierra area.

Although there are many factors affecting our deer and endangered Sierra Nevada bighorn, the dominant factor leading to the demise of these species is mountain lion predation. Per the CDFW, lion populations have exploded to their highest numbers in decades. It should be noted that while hunting impacts on deer herds are managed without equal management of the mountain lions, the deer herd numbers will continue to decrease because of increased numbers of mountain lions. The decrease and loss of the lion's preferred prey, the mule deer, will inevitably result in a change in prey for the mountain lions which most definitely include the bighorn sheep as well as ranching stock and other wildlife in the area. Additionally, the mountain lions do not discriminate in the gender of the prey that are killed. It includes female deer, and fawns as well as bucks. This indiscriminate prey choice of killing the females and fawns is impacting the herds' abilities to sustain appropriate population levels. This cycle has resulted in fewer and more fluctuations in the number of deer in our area, which is negatively impacting the hunting resources which are important to Inyo County's

tourist-based economy. What is even more troubling are the impacts of mountain lion predation on the listed endangered Sierra Nevada Bighorn Sheep population. The population of the endangered Sierra Nevada bighorn sheep is reaching extremely low numbers. Mountain lion impacts must be mitigated to sufficiently protect this vanishing species.

The County would encourage any options available for lion management to be employed by CDFW. We also offer any support for amending legislation that would allow for lion management in instances such as we are currently experiencing in Inyo County where the very existence of our deer and endangered Sierra Nevada bighorn is literally being threatened.

The Commission urges the Department to increase whatever form of management is available to introduce innovative ways of managing the mountain lion populations in California to protect humans as well as other domestic and wildlife resources for the benefit of our residents and tourists in not only Inyo County and the Eastern Sierra but for all residents and visitors to our Great State.

It is extremely important to our citizens and visitors that these species are recovered to sustainable levels that can be utilized as a public resource and removed from the endangered species list. We would like to be part of the solution and look forward to hearing from CDFW soon. We appreciate any recovery efforts undertaken by your agency in this endeavor.

Sincerely,

Matt Kingsley, Chairperson
Inyo County Board of Supervisors



INYO COUNTY
FISH AND WILDLIFE COMMISSION
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
WARREN ALLSUP
GAYE MUELLER
JARED SMITH

ALTERNATE MEMBER
NICK LARA

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

March 21, 2024

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93514

Dear Board of Supervisors

At its March 21, 2024 meeting the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors send letters and authorize the Inyo Fish and Wildlife Commission to send similar letters, to the California Department of Fish and Wildlife and the State Fish and Game Commission supporting the CADF&W management of the Greater Sage-Grouse. The range of the Greater Sage-grouse is the Eastern Sierra. The most recent results of the most recent ten-year study 2014-2024 of the Greater Sage-grouse reflect that the Department's activities are successful in protecting and enhancing grouse populations and habitat and does not warrant the request for the Greater Sage-grouse to be listed on the Endangered Species List.

Attached is are draft letters for the Board's consideration, as well as the draft minutes of the meeting.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Gunsolley".

Patricia Gunsolley, Secretary



INYO COUNTY
FISH AND WILDLIFE COMMISSION
BISHOP, CA 93514

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Bishop, CA 93514
pgunsolley@gmail.com

Mr. Charlton Bonham, Director
California Department of Fish and Wildlife
1416 9th Street, 12th Floor
Sacramento, CA 95814
www.wildlife.ca.gov

Re: The Greater Sage-grouse being a candidate for listing under California Endangered Species Act (CESA)

Dear Director Bonham:

The Inyo County Fish and Wildlife Commission supports the California Department of Fish and Wildlife (CADF&W) in its management of the Greater Sage-grouse. As verified by the information in the most recent ten-year (2014-2024) CADF&W study results, (study attached) which reflect a substantial 39% increase in the Bi-State Greater Sage-grouse population levels. The information demonstrates the effectiveness of the Department's activities to ensure the continued success of the greater sage-grouse in the Eastern Sierra. The Commission believes that the Department's successes should be used to improve, enhance, and protect all species of sage grouse throughout the state.

The study results show that the Greater Sage-grouse populations are recovering thus the need to list the species as endangered is not needed. CADF&W has done an exceptional job in the past ten years of managing the local populations. The study confirms that recovery is in progress. Any effort to list the species as endangered may detrimentally affect the success of the current management activities and adversely impact on-going improvements. The listing of this species as endangered is not warranted.

The Commission commends CADF&W and supports its continued management of the Greater Sage-grouse. The success of the Department's program will ensure a strong future for the Greater Sage-grouse in California.

Sincerely

Doug Brown, Chairperson

Attachment: Ten Year (2014-2024) Greater Sage-grouse Study



INYO COUNTY
FISH AND WILDLIFE COMMISSION
BISHOP, CA 93514

COMMISSION MEMBERS
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Sincerely

Doug Brown, Chairperson

Attachment: Ten Year (2014-2024) sGreater Sage-grouse Study

FISH AND WILDLIFE COMMISSION
MINUTES
March 21, 2024

The Inyo County Fish and Wildlife Commission met in regular session, at 2:35 p.m., March 21, 2024, at the CADF&W Offices in Bishop, California.

Call to Order: Chairperson Doug Brown called the meeting to order and led the Pledge of Allegiance.

Roll Call: The Commission Members present were Doug Brown, Chairperson, Warren Allsup, Steve Ivey, and Gaye Mueller. Commissioners Jarod Smith and Alternate Nick Lara were absent.

Public Comment: The Chairperson announced the public comment period, no comments were made.

Financial Report: The Secretary confirmed that the balance of the fine fund remains at \$16,908.

Action Item - Minute Approval: Moved by Commissioner Allsup and seconded by Commissioner Ivey to approve the Minutes of the February 15, 2024 meeting. Motion carried unanimously with Commissioner Smith absent.

Action Item: The Chairperson introduced Brian Tillemans who reviewed his request to the State Fish and Game Commission and the Board of Supervisors asking that the CADF&W needs to take immediate action to improve mule deer and the listed endangered Big Horn Sheep numbers in the Eastern Sierra. He also asked that action be taken to minimize the impact of mountain lion predation on these deer and sheep herds. Mr. Tillemans talked about the five hundred signatures petition he had presented to the State Fish and Game Commission as well as the Board of Supervisors. He noted that local support for improving mule deer and big horn sheep numbers and mitigating mountain lion mortality of the lions on these herd populations is particularly important to residents. He noted that many people he has spoken with have noted more frequent sightings of mountain lions in and near many of our communities. The Commission and Mr. Tillemans discussed the several types of situations which may be impacting the herd numbers. Dan Taylor, Biologist, talked about the release of this year's herd count surveys, saying that when the Department releases the survey results, he will provide a copy to the Commission. The discussion also included the impact of the 1990 proposition which set in motion how mountain lions are managed (or not managed) because of the protections in the law, what types of actions might be available to help manage the mountain lions and the impact their increased numbers are having on local deer and sheep herd populations, possibly changing the number of hunting tags, changing the timing of the shed hunts and how wildlife crossings needs to move forward to minimize deer/auto interactions. Dan Taylor updated the Commission on the progress of the development of Wildlife crossings in Mono County which is moving forward.

The Commission went on to discuss the letter which was drafted to submit the Board of Supervisors for its consideration. The Commission is requesting the Board send a similar letter to the draft and authorize the Commission to also send the letter to CADF&W requesting the Department improve management of mountain lions for the betterment of local deer and big horn sheep numbers. The letter also identifies the Sierra Big Horn Sheep as an endangered species that needs immediate mitigation to stop the level of declining sheep numbers. Edits were made to include identifying the local Sierra Big Horn Sheep as being listed on the Endangered Species List. The Commission also discussed the timing of getting the request for a letter on the Board of Supervisors next meeting Agenda. The Chairperson noted that the Board of Supervisors is scheduled to talk about this item as requested by Mr. Tillemans' at its April 2, 2024 meeting and that he has been invited to participate in the discussion. He asked the Commission to consider approving the letter with the noted edits and corrections and authorize him to sign the letter and have the request for Board approval on the April 2, 2024 Board Agenda. He confirmed that he would share, during the discussion, the Commission's concerns with mountain lion predation on local mule deer and big horn sheep, that the Commission is recommending depredation permits for mountain lions be a part of the solution, and that immediate action is needed to protect the endangered Sierra Big Horn Sheep. Moved by

Moved by Commissioner Allsup and seconded by Commissioner Mueller to request the Board of Supervisors send a letter and authorize the Commission to send a similar letter, asking that the State Commission and Department take action to address mountain lion deer and endangered Sierra Big Horn sheep predation and the decrease and fluctuating deer herd numbers that result because of this predation in Inyo County and the Eastern Sierra. Motion carried unanimously, with Commissioner Smith absent.

Action Item: Dan Taylor, Biologist, advised the Board that the results of the 10-year (2014-2024) study on the Greater Sage-grouse Action Management Plan should be out in the next couple of weeks. He said he would provide a copy for the Commission when it is released. Mr. Taylor went on to provide information on the current state of grouse in the Eastern Sierra including the bi-state population, which are the grouse that travel between California and Nevada. He said that the petition to list the Greater Sage-grouse is something that the Department and the State Commission have dealt with. Mr. Taylor shared that the bi-state population has increased, per plan results by 39% which is a positive sign. The Commission and Mr. Taylor discussed the possibility that listing the grouse as endangered could negatively impact the current Management Plan activities that have had a positive affective on the Greater Sage-grouse populations in the Eastern Sierra. The Commission members believe that the CAF&W is doing an excellent job of managing the Greater Sage-grouse populations and support the Department's plan.

Moved by Commission Ivey and seconded by Commission Mueller to draft a letter and request the Board of Supervisors send a letter and authorize the Commission to send a similar letter, that does not support the petition to list the Greater Sage-grouse as an endangered species by supporting the State Fish and Game Commission and the California Department of Fish and Wildlife management activities as they pertain to the Greater Sage-grouse which have improved the population of the grouse in the Eastern Sierra.

State and Federal Agencies Reports: The Chairperson called for reports. Dan Taylor, Biologist report that said that the Department is restarting the pheasant hunts. He explained that initially they are going to develop a family hunt which allows parents to hunt with their children. He said the hunt will be in the Antelope Valley in November. Lt. Eye reported that the hunter education courses have been completed. He also reported that he is preparing for the opener of fishing season, lining up the extra Wardens that work the Eastern Sierra on Opener.

Commission Reports: Commissioner Mueller reported that she is volunteering to deliver the fishing regulations to local businesses for ESIA. Chairperson Brown reported that he attended the Board of Supervisors meeting on Tuesday, where the Board received information on the plans the Independence Tribe has for the Mt. Whitney Fish Hatchery. He reported that the Tribe plans to renew the contract with the Friends of the Mt. Whitney Fish Hatchery to continue their activities on site. He also reported that the Tribe wants to keep the facility as it historically was but that currently it is in the development stage to determine what must be done to restore the property and where the funding will come from.

Next meeting: The Chairperson confirmed April 18, 2024 as the date for the next Fish and Wildlife Commission meeting.

Adjournment: The Chairperson adjourned the meeting at 4:15 p.m.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



April 2, 2024

Mr. Charlton Bonham, Director
California Department of Fish and Wildlife
1416 9th Street, 12th Floor
Sacramento, CA 95814
www.wildlife.ca.gov

Re: The Greater Sage-Grouse being a candidate for listing under California Endangered Species Act (CESA)

Dear Director Bonham:

The Inyo County Board of Supervisors supports the California Department of Fish and Wildlife (CDFW) in its management of the greater sage-grouse. As verified by the information in the most recent ten-year (2014-2024) CDFW study results, (study attached), there has been a substantial 39% increase in the Bi-State Greater Sage-Grouse population levels. The information demonstrates the effectiveness of the Department's activities to ensure the continued success of the greater sage-grouse in the Eastern Sierra. The Commission believes that the Department's successes should be used to improve, enhance, and protect all species of sage-grouse throughout the state.

The study results show that the greater sage-grouse populations are recovering thus the need to list the species as endangered is not needed. CDFW has done an exceptional job in the past ten years of managing the local populations. The study confirms that recovery is in progress. Any effort to list the species as endangered may detrimentally affect the success of the current management activities and adversely impact ongoing improvements. The listing of this species as endangered is not warranted.

The Commission commends CDFW and supports its continued management of the greater sage-grouse. The success of the Department's program will ensure a strong future for the greater sage-grouse in California.

Sincerely

Chairperson Matt Kingsley,
Inyo County Board of Supervisors

Attachment: Ten Year (2014-2024) Greater Sage-grouse Study



Bi-State Sage-Grouse 10-Year Accomplishment Report 2012-2021



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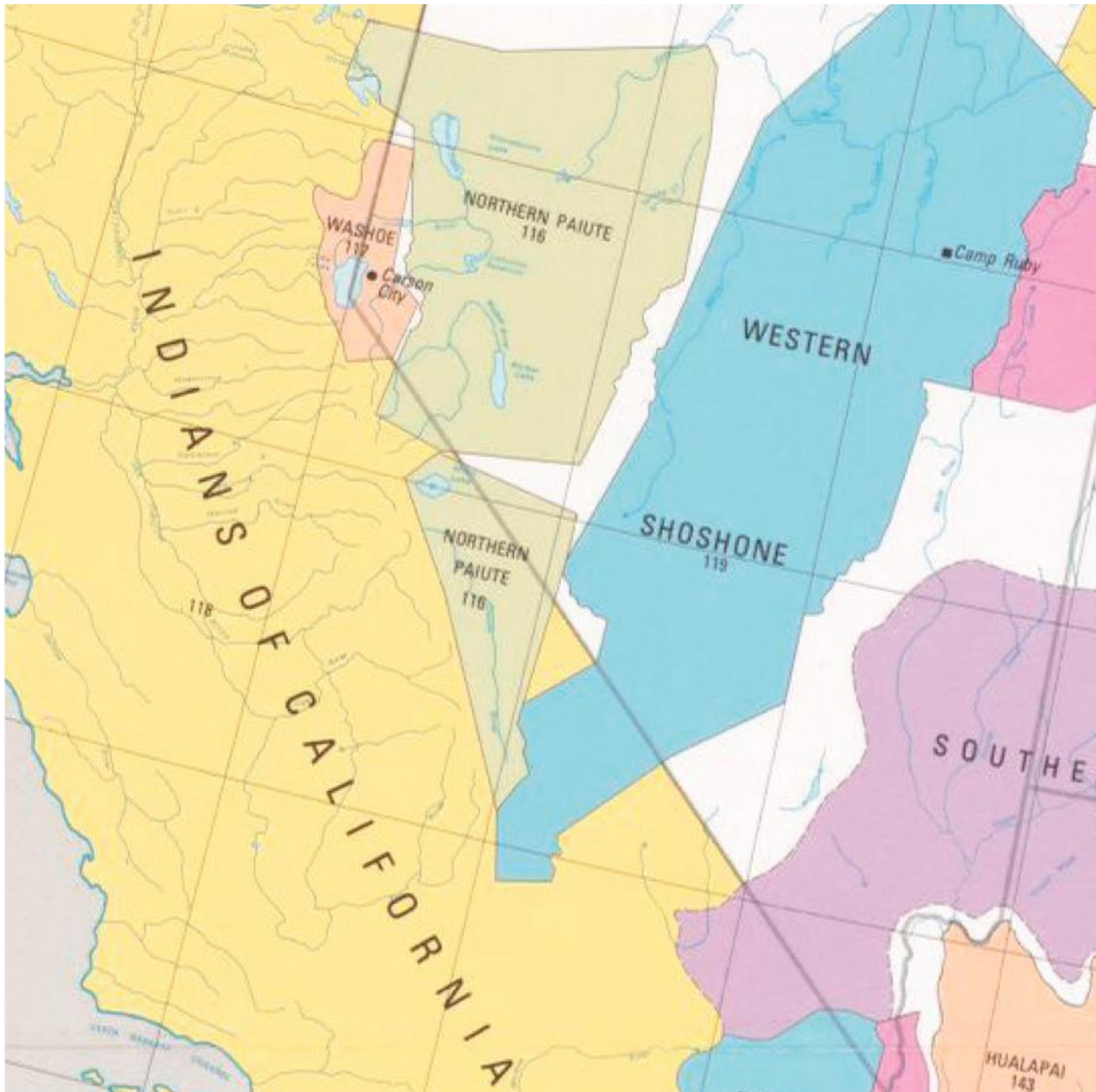


Figure 1: Ancestral lands of the Bi-State area (map source: Indian Claims Commission)

ANCESTRAL LANDS ACKNOWLEDGEMENT

The Bi-State area is located in the heart of the Northern Paiute (Numu) territory and extends to include the lands of the Washoe (Wa She Shu) in the north, and Western Shoshone (Newe) in the south. We honor the Indigenous caretakers who have stewarded these lands, waters, and animals since time immemorial and pay respect to the elders who lived before, the people of today, and the generations to come.

CONSERVATION HISTORY

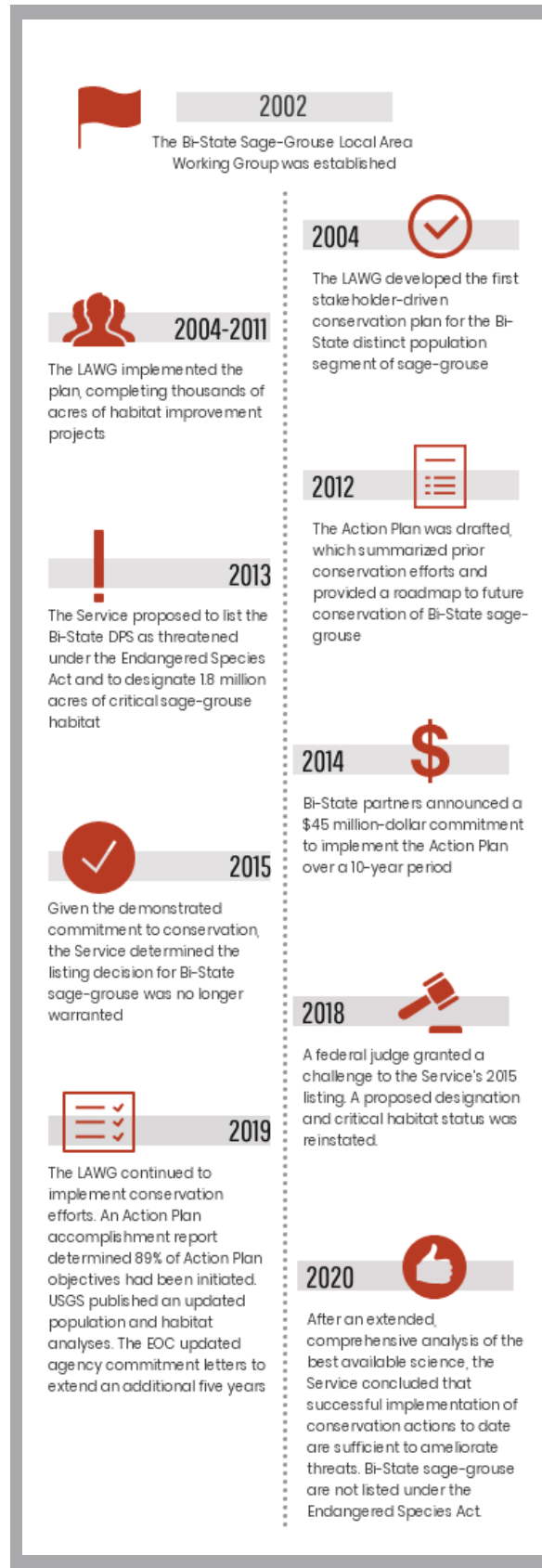


Figure 2: Timeline of Bi-State conservation efforts and USFWS listing decisions



Bi-State sage-grouse, habitat, and people

EXECUTIVE SUMMARY

The Bi-State Sage-Grouse Conservation Action Plan was written in 2012 to provide a roadmap to conservation for the Bi-State greater sage-grouse distinct population segment (Bi-State DPS). The Bi-State area, located along the California and Nevada state border, is divided into six Population Management Units (PMUs) (Figure 4). In each PMU, threats were identified and ranked, and unique conservation strategies were created to address threats (Table 3). The Action Plan called out priority actions deemed necessary to protect sage-grouse populations and their habitats. Projects in the Action Plan sought to:

- implement a coordinated interagency approach,
- incorporate science-based adaptive management,
- increase regulatory mechanisms,
- minimize and eliminate risk,
- improve and restore habitat,
- monitor sage-grouse populations,
- and maintain stakeholder involvement.

At every step it was assumed that projects would be altered or added as priorities change based on new information, and new priorities occur that were unknown when the Action Plan was written.

Action Plan strategies and objectives are implemented through the Bi-State Local Area Working Group (Bi-State LAWG), a collaborative conservation network of federal, state, and local government agencies, Native American tribal members and representatives, nonprofits organizations, and private landowners.

The Bi-State LAWG receives guidance from a team of agency scientists and biologists that make up the Technical Advisory Committee (TAC), as well as support from agency directors and leadership that make up the Executive Oversight Committee (EOC). Each year projects outlined in the Action Plan are implemented utilizing a science-based adaptive management and collaborative conservation approach. In 2014, agency partners announced a \$45 million dollar commitment to implement the Action Plan over a 10-year period.

The purpose of this report is to provide a 10-year summary of Bi-State Action Plan implementation which includes population monitoring, vegetation monitoring, and the implementation of a wide variety of habitat improvement projects. Understanding Action Plan implementation and the effectiveness of conservation actions will help Bi-State partners to prioritize future conservation actions for Bi-State sage-grouse.

ACCOMPLISHMENTS

Much has been accomplished since the implementation of the Action Plan in 2012 (Figure 3). Bi-State partnerships remain strong and active and the Action Plan, while flexible, remains the guiding framework for Bi-State conservation efforts. Additionally, partners are well on their way to meeting the \$45 million dollar funding commitment established in 2014. To date, approximately 84% of that funding has been allocated with a total of \$37.6 million dollars spent on sage-grouse conservation efforts over the last eight years.

The objectives, strategies, and actions outlined in the Action Plan include population monitoring, habitat monitoring, and the implementation of a wide variety of conservation actions to maintain healthy sage-grouse populations and habitat in the Bi-State conservation planning area. Population monitoring includes sage-grouse capture, intensive monitoring of survival, nest success, and brood success, and annual lek monitoring. The collection of these data provides information on habitat selection and utilization as well as factors influencing sage-grouse population trends. Vegetation monitoring efforts aim to evaluate habitat quality and the effectiveness of completed conservation actions including post-fire restoration and conifer treatment. Finally, Action Plan directed conservation projects are carried out to address the following threats to Bi-State sage-grouse and their habitats:

- Wildfire
- Urbanization
- Conifer expansion
- Invasive species
- Infrastructure
- Loss of sagebrush/meadows
- Small populations
- Human disturbance
- Wild horse grazing
- Permitted livestock grazing
- Predation

Since 2012, 945 sage-grouse have been captured and fitted with very high frequency (VHF) or Global Positioning System (GPS) transmitters across all Bi-State Population Management Units (PMUs) (Table 2, Figure 6). Population monitoring has occurred through annual lek counts and through the tracking of marked birds to better understand survival, reproduction, and recruitment. Vegetation monitoring has been completed at 816 sites to measure vegetation response to habitat improvement projects including changes in sagebrush cover, perennial grass cover, species richness and presence of non-native and invasive species. A total of 141 of the 159 actions identified in the Action Plan have been implemented. These projects have improved habitat conditions for sage-grouse on more than 143,000 acres of land in the Bi-State.

Over the last ten years, the Action Plan has provided a clear framework to guide this collaborative conservation effort. It has helped the Bi-State LAWG increase their understanding of sage-grouse population trends, gain a better understanding of factors influencing populations, and learn how and where to implement conservation actions to provide the greatest benefit to

sage-grouse and their habitats. Recent USGS research suggests the implementation of the Action Plan has bolstered Bi-State sage-grouse populations by 3.9% annually and 31.1% since 2012 (Bi-State TAC, 2022). Bi-State partners are currently evaluating the most recent science and working to update the Action Plan so that it may continue to act as a guiding document for sage-grouse related conservation efforts in the Bi-State.



Bi-State sage-grouse



Bi-State partners

Conservation Highlights

- \$37.6 million dollars allocated to BSSG conservation effort since 2014
- 945 sage-grouse monitored within all PMUs
- 816 Vegetation monitoring plots completed
- 89% of Action Plan identified projects implemented
- 143,000 acres of sage-grouse habitat improved
- 31% increase in Bi-State sage-grouse population success as a result of Bi-State conservation efforts

Figure 3: Bi-State highlights



Bi-State sage-grouse on lek

INTRODUCTION

The Bi-State Local Area Working Group (Bi-State LAWG) was formed in 2002 to establish a landscape-level approach to conservation and management of the Bi-State greater sage-grouse distinct population segment (Bi-State DPS). This diverse group of stakeholders includes, federal, state, and local government agencies, Tribal members and representatives, non-profit organizations, and private landowners.

This group has been striving to implement a collaborative approach to sage-grouse conservation and management for twenty years and has been lauded nationally as a model of collaborative conservation success. Together they developed the first Bi-State sage-grouse conservation plan in 2004. In 2012, the Bi-State LAWG organized a planning and strategy approach to build and improve upon the multi-pronged effort to affect the conservation of the Bi-State DPS. While an important milestone, it was not the beginning of the Bi-State LAWG's effort but a continuation of efforts that began a decade before.

Encouraged by a potential listing of the species under the Endangered Species Act, the Bi-State LAWG set out to evaluate threats to Bi-State sage-grouse and identify tangible on-the-ground actions to alleviate these concerns. This effort culminated in the 2012 Bi-State Conservation Action Plan (Action Plan), which provided a 10-year adaptable scope of work, grounded in the

best available science, and supported by funding commitments provided by local, state, and federal agency partners. The Action Plan summarized relevant threats and prior conservation efforts and outlined a comprehensive set of strategies, objectives, and actions designed to achieve conservation of sustainable populations and habitats for the Bi-State DPS (Bi-State TAC, 2012).

Each year projects outlined in the Action Plan are implemented utilizing a science-based adaptive management and collaborative conservation approach. Understanding Action Plan implementation and the effectiveness of conservation actions will help Bi-State partners to update the Action Plan and prioritize future conservation actions for Bi-State sage-grouse. The purpose of this report is to provide a 10-year summary of Bi-State Action Plan implementation which includes population monitoring, vegetation monitoring, and the implementation of a wide variety of habitat improvement and conservation projects.

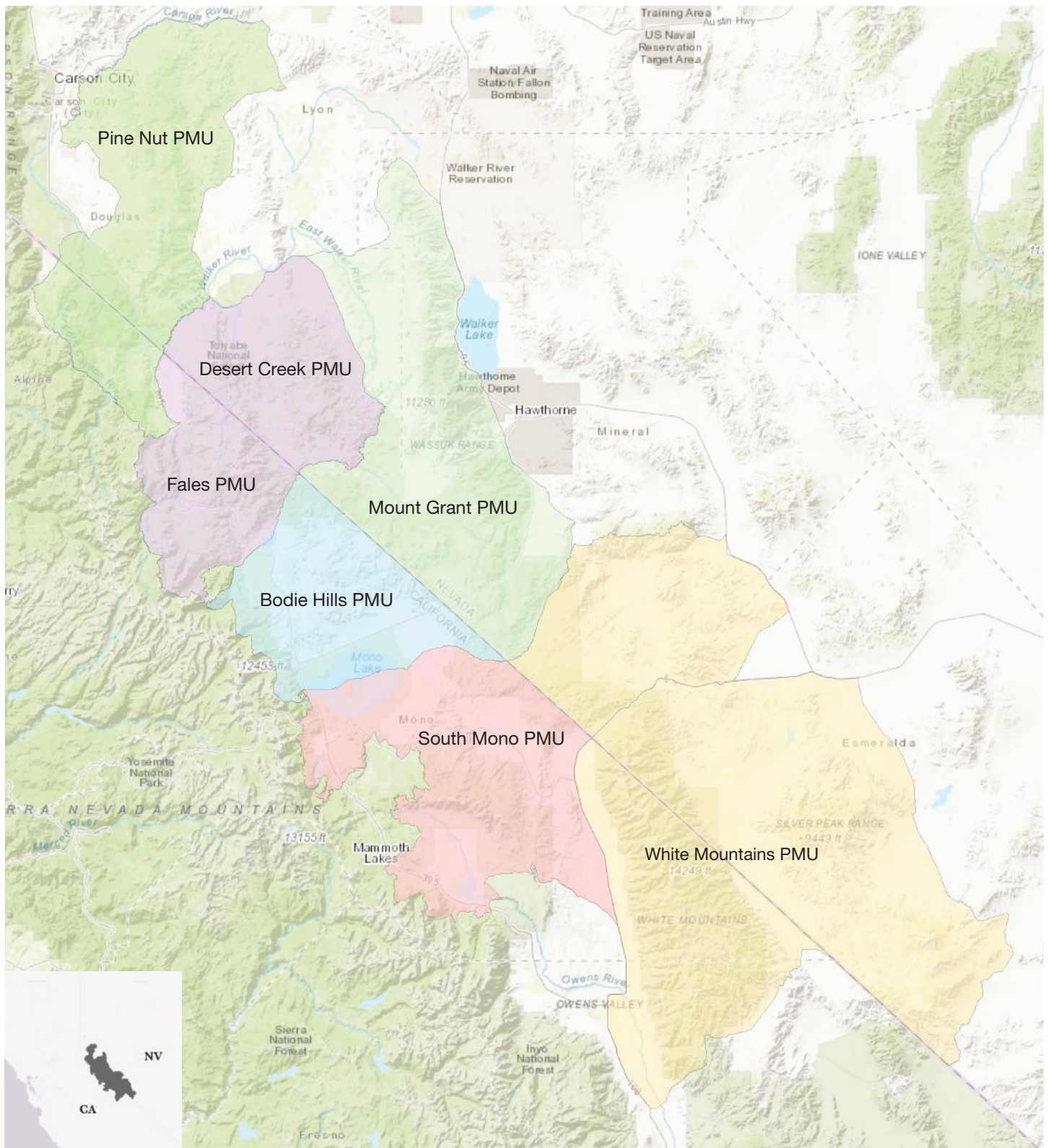


Figure 4: Bi-State Population Management Units



POPULATION MONITORING

There are six Population Management Units (PMUs) within the Bi-State, including the Bodie Hills, Desert Creek/Fales, Mount Grant, Pine Nut, South Mono and White Mountains (Figure 4). Research and monitoring projects detailed in the Action Plan include telemetry, habitat and vital rate data collection, and the coordination of annual lek counts to better understand population demographics and improve predictive models and adaptive management capabilities.

Monitoring efforts were in place in 2012 when the Action Plan was written but a cooperative plan to intensively monitor sage-grouse populations was initiated during the fall of 2015. This monitoring plan allows partners to identify long-term population trends, understand key habitat characteristics, and ultimately allows for a before and after study design to quantify sage-grouse response to management actions (Table 1).

Since 2012, 945 sage-grouse have been captured in the spring and fall seasons and fitted with Very High Frequency (VHF) collars or Global Positioning Satellite (GPS) transmitters (Table 2, Figure 6). Sage-grouse movement and survival is tracked in consecutive years. Intensive monitoring is conducted during nesting and brood-rearing periods to track reproduction and recruitment (Mathews et al., 2018). These vital rates provide data for the Integrated Population Model (IPM) which can characterize population growth rate and isolate factors affecting that rate for individual sub-populations and the Bi-State DPS.

Bi-State sage-grouse capture and monitoring

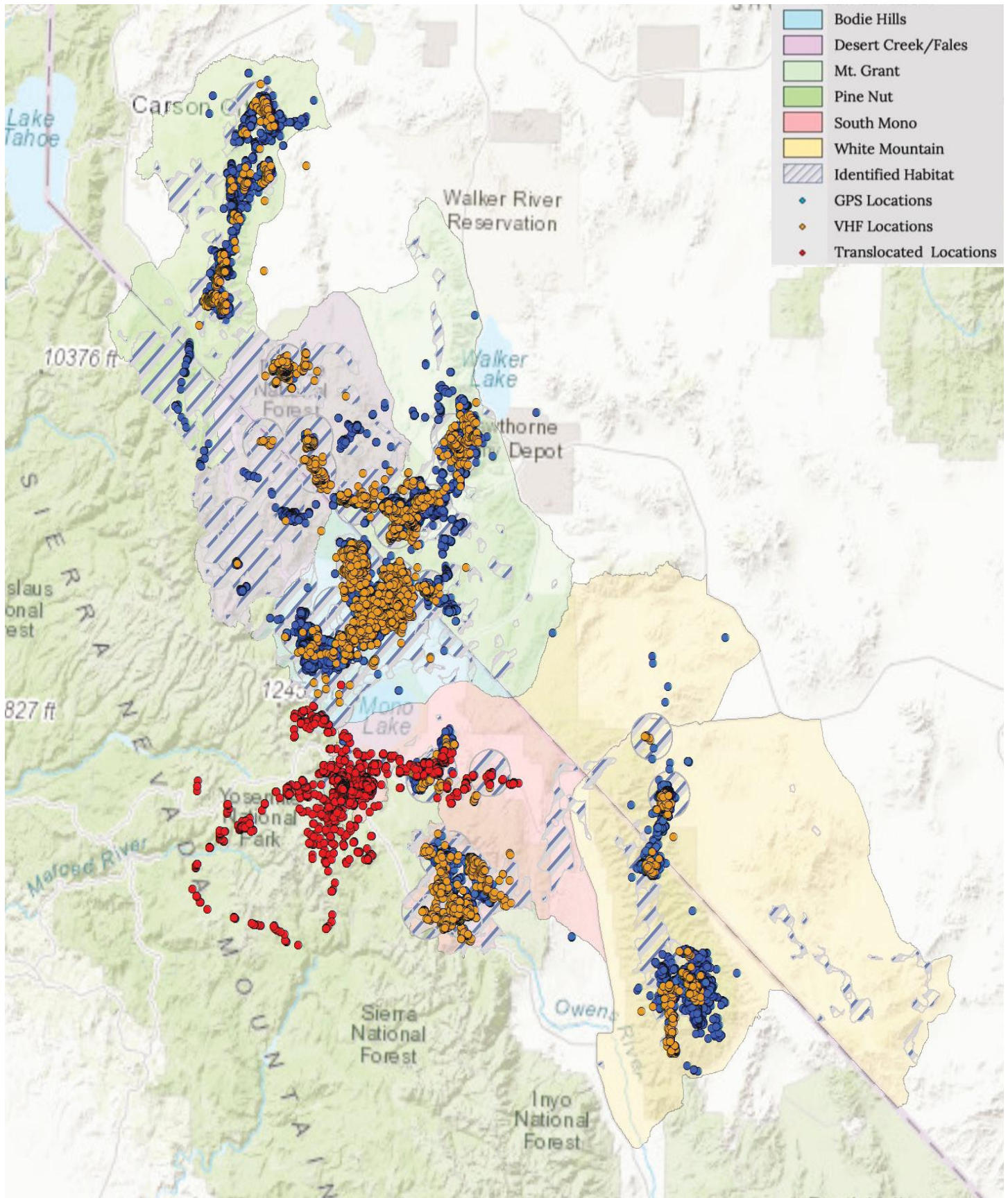


Figure 5: Bi-State sage-grouse locations and identified habitat

PMU	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Pine Nut	●	●	●	●						
Desert Creek-Fales	●			●	●	●	●			
Bodie Hills	●	●	●	●	●	●	●	●	●	●
Mount Grant	●	●	●	●	●	●	●			●
South Mono			●	●	●	●	●	●	●	●
Parker Meadows *	●				●	●	●	●		●
White Mountains		●			●	●	●	●	●	●

Table 1: Bi-State monitoring schedule
* South Mono PMU

PMU	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total
Mount Grant	20	10	1	14	32	27	18			23	145
Desert Creek-Fales	6			12	31	20	10				79
Pine Nut	39	14	9	3							65
South Mono			9	39	12	33	26	11	9	33	172
Parker Meadows *	5				2	28	20	20		5	80
White Mountains		2			4	23	46	26	28	22	151
Bodie Hills	2	1	9	29	14	60	51	35	26	26	253
Bi-State Total	72	27	28	97	95	191	171	92	63	109	945

Table 2 Number of sage-grouse captured and marked each year within each Population Management Unit in the Bi-State.
* Birds were captured in Bodie Hills PMU and translocated to Parker Meadows (South Mono PMU)

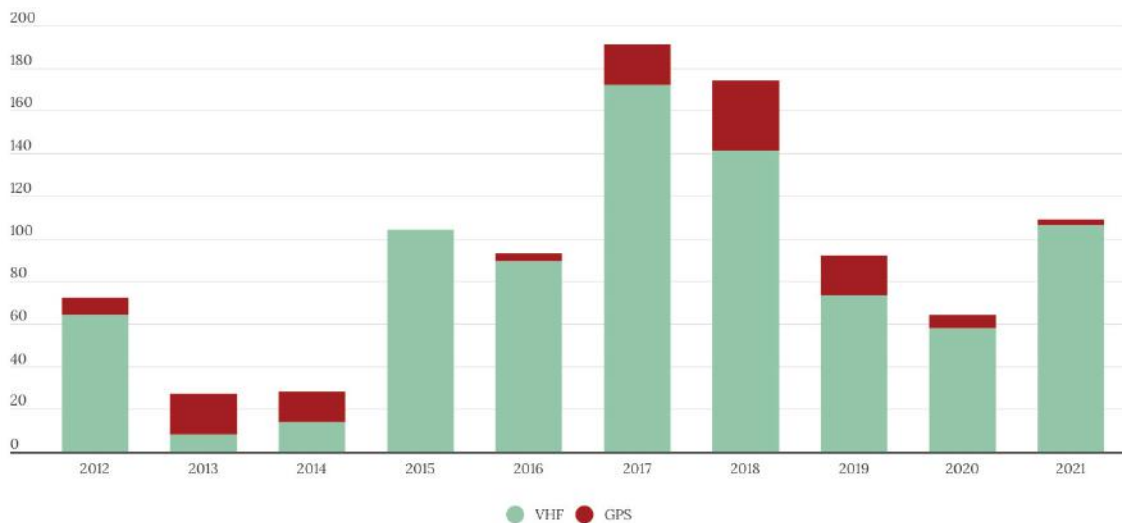


Figure 6: Sage-grouse marked annually by collar type

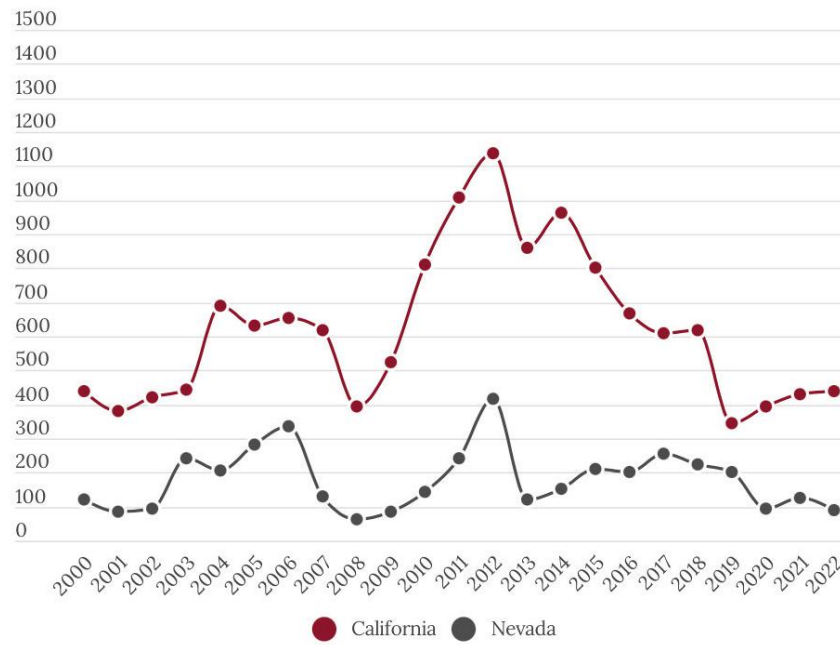


Figure 7: Bi-State sage-grouse lek attendance trends

LEK MONITORING

Each spring, between the months of March and May, Bi-State partners collaborate to monitor known leks to count sage-grouse when they congregate and visibly display on lekking grounds. These counts generate annual population estimates which help Bi-State partners understand population trends over time. These population trends are cyclical and count results fluctuate year to year. To determine long-term trends, annual lek count data is incorporated into an Integrated Population Model which accounts for low counts or leks not counted and generates modeled population estimates.

Within the Bi-State area, there are a total of 101 documented lek locations between California and Nevada, of which 49 are considered currently active (Figure 8). The active lek status is defined by two or more males present for at least two of five recorded years (Connelly et al., 2003). The total number of documented leks may be somewhat misleading due to the presence of “satellite leks” within many of the PMUs. Satellite leks are small leks that often occur near larger active leks during years of relatively high abundance. The “active” definition is sometimes difficult to apply to satellite leks that are utilized sporadically and do not persist each year. State agencies including NDOW and CDFW are currently working on delineating satellite leks as autonomous or connected, thereby removing some uncertainty surrounding lek counts as an index of population change.

CALIFORNIA LEK SURVEYS

California sage-grouse lek counts are conducted by CDFW, USFS, USGS, LADWP, BLM, Mono County, and others. The primary method used to obtain lek count data in California involves saturation counts which is the simultaneous survey of all leks within a breeding complex on a minimum of three separate days spaced throughout the survey period. The peak male count is represented by the survey having the highest cumulative number of grouse counted on all leks within a breeding complex on any one day.

NEVADA LEK SURVEYS

Lek counts in the Nevada portion of the Bi-State are conducted by NDOW, USFS, BLM, USGS personnel, and volunteers using on-the-ground survey and aerial survey methods. Because many leks in Nevada are remote in nature and difficult to access, saturation counts are not attempted. Lek counts are attempted at all known active leks multiple times during the lekking season, and the highest recorded number of males is documented as the annual count. Remote leks are often surveyed aerially by helicopter.

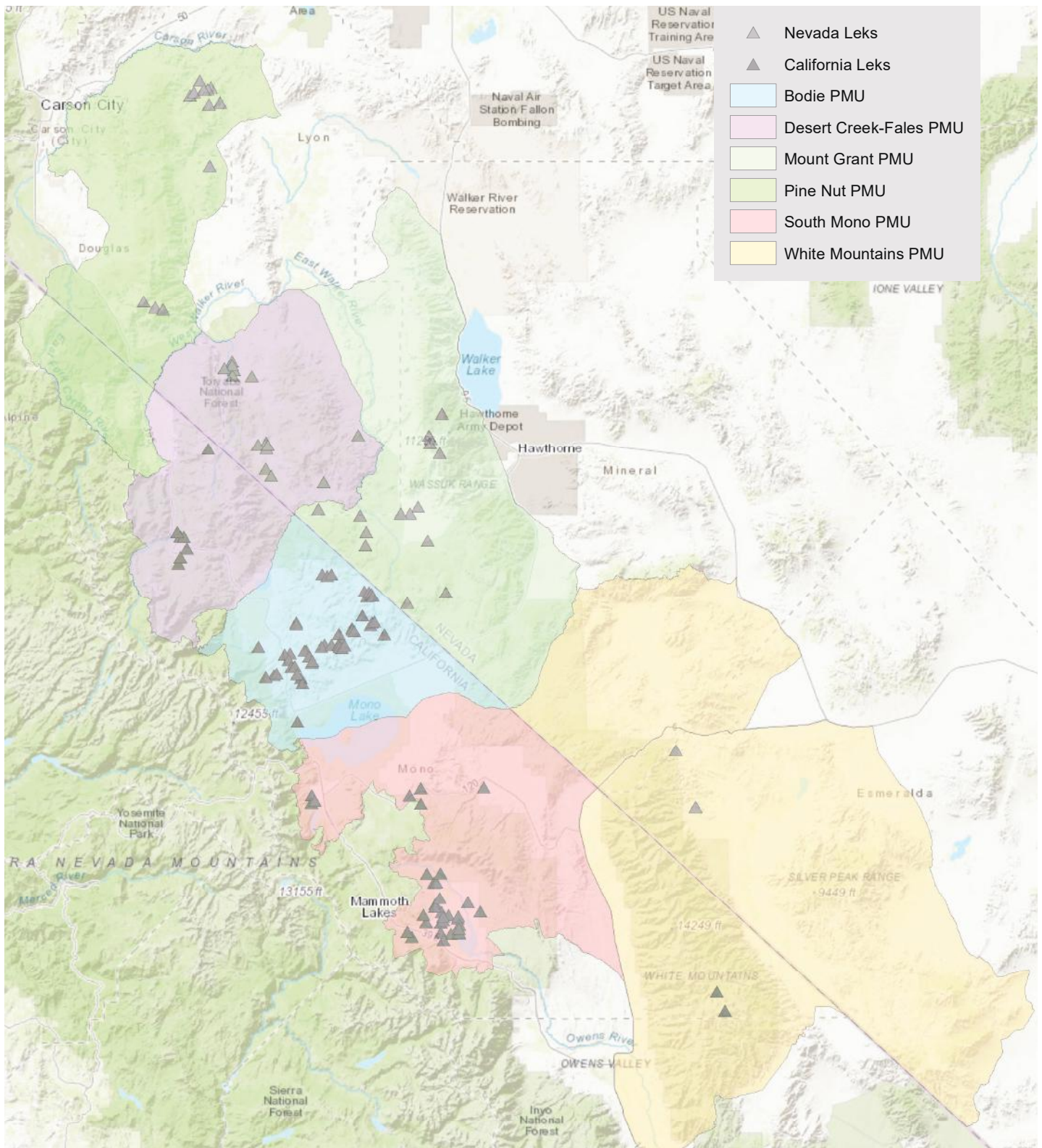


Figure 8: Known Bi-State lek locations

POPULATION MANAGEMENT UNIT SUMMARY

Sage-grouse population trends are cyclical and typically mirror climatic conditions. During periods of adequate moisture, sage-grouse populations often do well, while periods of drought bring population declines (Blomberg, 2012). The five-year period between 2012 and 2016 saw extreme drought conditions, with record-high temperatures and record-low snow pack and precipitation (Gleick, 2017). Since 2012, there have only been two years that California reached or surpassed long-term average precipitation levels and sage-grouse population trends have reflected this. (Figure 9). The following PMU sections summarize scientific research modeled by USGS’ IPM. The population demographic descriptions that follow are for the reporting period between 2012 and 2021. They are heavily influenced by recent climatic conditions and do not accurately represent long-term population trends in the Bi-State.

PINE NUT

The Pine Nut PMU is in the northernmost region of the Bi-State. This area contains 574,373 acres of BLM, USFS, Tribal, private, and state or county managed lands (Bi-State Action Plan, 2012). This population of sage-grouse is relatively isolated from the rest of the Bi-State and with population estimates of 48 birds it is the smallest in the Bi-State area (Coates, 2022). Monitoring efforts took place from 2012 through 2015. Over that time 109 birds were captured, marked, and monitored for survival, nest, and brood success. Monitoring efforts were planned to initiate again in 2020 but halted due to concerns around capturing birds within such a small population.

The greatest threats to sage-grouse populations and their habitats in the Pine Nut PMU are wildfire, conifer encroachment, invasive species, recreational use impacts, infrastructure, and energy development (Table 3). Examples of completed conservation actions to address identified threats include:

- 11,704 acres of post-wildfire restoration
- 20,837 acres of conifer expansion treatment
- 838 acres of invasive species monitoring and removal
- 651 acres of meadow restoration and improvement
- 14.8 miles of fence removal and fence marking
- 3 wild horse gathers to maintain AML
- 4 projects to improve livestock grazing management
- 7 education and outreach events

Since 2012, sage-grouse populations in the Pine Nut PMU have been in decline. The likelihood that this population will become extirpated within the next ten years is 67.7% (Coates, 2019). Drought, wildfire, and wild horse impacts have all played a role in limiting habitat and reproductive success. Telemetry data between 2013 and 2015 indicates that some birds have moved from the Pine Nuts to the Bodie Hills PMU (Coates et al., 2016). Considering the Pine Nut subpopulation only makes up approximately 1% of the entire Bi-State population, changes in the overall total of birds in this area will not have great effects on the Bi-State as a whole, however, loss of population distribution is concerning (Coates, 2019).

	Pine Nut	Desert Creek/Fales	Bodie Hills	Mount Grant	South Mono	White Mtns.
Wildfire	●	●	●	●	●	●
Conifer Encroachment	●	●	●	●	●	●
Invasive Species	●	●	●	●	●	●
Sagebrush Habitat Conditions	●	●	●	●	●	●
Urbanization	●	●	●	●	●	●
Human Disturbance & Recreation	●	●	●	●	●	●
Infrastructure	●	●	●	●	●	●
Landfill	●	●	●	●	●	●
Surface Water Management	●	●	●	●	●	●
Licensed Hunting	●	●	●	●	●	●
Poaching	●	●	●	●	●	●
Grazing-Wild Horses	●	●	●	●	●	●
Grazing-Permitted Livestock	●	●	●	●	●	●
Predation	●	●	●	●	●	●
Disease	●	●	●	●	●	●
Energy Development	●	●	●	●	●	●
Wind Energy Testing	●	●	●	●	●	●
Geothermal Development	●	●	●	●	●	●

● low ● moderate ● high

Table 3: Identified threats to sage-grouse by PMU

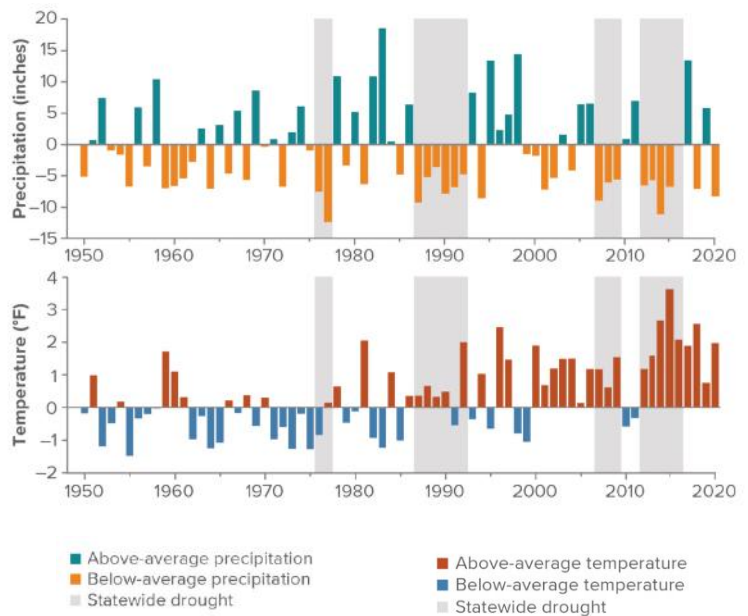


Figure 9: California drought and temperature data (Source: Western Regional Climate Center California Climate Tracker)

DESERT CREEK-FALES

The Desert Creek subpopulation is on the Nevada side of the Bi-State and is bordered to the west by the Fales subpopulation in California. These subpopulations are managed as one PMU. The Desert Creek-Fales PMU contains 567,992 acres of USFS, private, BLM, state or country, and Department of Defense managed lands (Bi-State Action Plan, 2012). IPM population estimates for Desert Creek total 237 birds while Fales is estimated at 88 (Coates, 2022). Monitoring in Desert Creek occurred in 2012 and between 2015 through 2018. During that time 79 birds were captured, marked, and monitored for survival, nest success, and brood success.

The greatest threats to sage-grouse populations and their habitats in the Desert Creek-Fales PMU are urbanization, conifer encroachment, wildfire, and infrastructure (Table 3). Examples of completed conservation actions to address identified threats include:

- 6,578 acres protected through conservation easements
- 21,016 acres of conifer expansion treatment
- 26 miles of fence marking
- 218 acres of sagebrush and meadow restoration
- 453 acres of invasive species removal
- 6 projects to improve livestock grazing management
- 1 education and outreach event

Since 2012, sage-grouse populations in the Desert Creek-Fales PMU have been in a slight decline. The most recent IPM estimates suggest that decline to be 4.5% annually (Coates, 2019). The ten-year extirpation estimates were 23.4% for Desert Creek and 38.4% for Fales (Coates, 2019). Sage-grouse in Desert Creek are located in lower elevation, drier habitats. Impacts from drought have likely caused these declines. However, recent lek counts suggest that sage-grouse numbers have been improving in the Fales PMU.

BODIE HILLS

The Bodie Hills PMU is west of the Mount Grant PMU on the California side of the Bi-State. It contains 349,630 acres of BLM, USFS, private, state, county, and Tribal lands (Bi-State Action Plan, 2012). This subpopulation is the largest in the Bi-State. Recent IPM estimates suggest there are 819 birds in the Bodie Hills PMU, which represents 36.6 percent of all sage-grouse within the Bi-State DPS (Coates, 2022). The Bodie Hills are higher in elevation compared to the rest of the Bi-State and habitat and bird populations tend to fare better during periods of drought as a result. Because the Bodie Hills subpopulation accounts for the bulk of population abundance, Bodie Hills PMU trends substantially influence overall trends across the Bi-State DPS (Coates, 2022). Capture and monitoring in the Bodie Hills occurred between 2012 and 2021. During that time 253 birds were collared and monitored for survival, nest success, and brood success.



Bodie Hills PMU in spring

The greatest threats to sage-grouse populations and their habitats in the Bodie Hills PMU are wildfire and conifer encroachment (Table 3). Examples of completed conservation actions to address identified threats include:

- 825 acres of post-wildfire restoration
- 7,713 acres of conifer expansion treatment
- 1,690 acres of sagebrush and meadow restoration
- 32 miles of fence removal, modification, and marking
- 11,624 acres protected through conservation easements
- 170 acres of invasive species removal
- Annual monitoring of the Montgomery Pass wild horse herd
- 32 projects to improve livestock grazing management
- 3 education and outreach events

In 2012, sage-grouse populations were at an all-time high in the Bodie Hills PMU. Since then, coincident with a long period of drought, populations have declined slightly but population estimates in the Bodie Hills PMU still remain four times higher than they were two decades ago (Coates, 2019). The IPM estimates the likelihood of ten-year extirpation to be low at 2.4% (Coates, 2019). The Bodie Hills PMU is higher in elevation relative to other Bi-State PMUs and can withstand the effects of drought longer than other lower elevation sites (Coates, 2019). Bodie Hills also contains a relatively large amount of late brood-rearing habitat in the Bi-State, which has led to higher recruitment rates for this reporting period (Coates, 2019).



Sage-grouse in Long Valley meadow

MOUNT GRANT

The Mount Grant PMU is east of the Bodie Hills on the Nevada side of the Bi-State. This area contains 699,079 acres of USFS, BLM, Department of Defense, private, and Tribal managed lands (Bi-State Action Plan 2012). IPM estimates suggest there are 230 sage-grouse in the Mount Grant PMU (Coates, 2022). Capture and monitoring in Mount Grant occurred between 2012 and 2018, and in 2021. During that time 145 birds were captured and monitored for survival, nest, and brood success.

The greatest threats to sage-grouse populations and their habitats in the Mount Grant PMU are wildfire, conifer encroachment, infrastructure, mineral exploration and development, and energy development (Table 3). Examples of completed conservation actions to address identified threats include:

- 1,562 acres of post-wildfire restoration
- 8,862 acres of conifer expansion treatment
- 60 acres of sagebrush and meadow restoration
- 47 sites monitored to assess meadow conditions
- 26 miles of fence marking
- 2,607 acres of invasive species monitoring and removal
- 1 wild horse gather to maintain AML
- 2 projects to improve permitted livestock grazing management
- 3 projects to limit recreational use impacts
- 2 education and outreach events

Between 2012 and 2018, sage-grouse populations in the Mount Grant PMU remained very close to stable. Since 2019 there have been sharper declines in male lek attendance, which is

likely a result of long-term drought in the higher elevations of the Mount Grant PMU. USGS has documented movement of birds from Mount Grant to the Bodie Hills PMU. The IPM estimates the likelihood of ten-year extirpation to be moderate at 24.6% (Coates, 2019). More intensive monitoring of this population will begin in 2022, which may provide more understanding of the demographic rates associated with population declines.

SOUTH MONO

The South Mono PMU contains 579,483 acres of BLM, USFS, private, county, and Tribal managed lands (Bi-State Action Plan, 2012). This subpopulation is the second largest in the Bi-State and includes the Parker Meadows, Sagehen, and Long Valley subpopulations. Recent IPM estimates suggest there are 769 birds in the South Mono PMU, the majority of which utilize the Long Valley area (Coates, 2022). As of spring 2021, the Long Valley subpopulation represents 31 percent of all sage-grouse within the Bi-State DPS. Because of its large size, population changes at Long Valley have large impacts on the overall Bi-State DPS trends (Coates, 2022). Capture and monitoring in the Sagehen subpopulation occurred in 2014 and 2015. Capture and monitoring in the Parker Meadows subpopulation occurred in 2012 and between 2017-2021. Capture and monitoring in the Long Valley subpopulation occurred from 2015 to 2021. During that time a total of 250 birds were collared and monitored for survival, nest success, and brood success.

The greatest threats to sage-grouse populations and their habitats in the South Mono PMU are wildfire, infrastructure, recreation and human disturbance, and urbanization (Table 3). Examples of completed conservation actions to address identified threats include:

- 2,926 acres of post-wildfire restoration
- Progress has been made to close the Benton Crossing landfill by 2023
- 1,246 acres of seasonal road closures to limit recreational use impacts during lekking season
- 52.8 miles of permanent road closures in critical sage-grouse habitat
- 2,305 acres protected through conservation easements
- 5.7 miles of fence removal, modification, and marking
- 6,275 acres of conifer expansion treatment
- Implementation of LADWP's Adaptive Management Plan for watering in Long Valley
- Raven monitoring and egg oiling efforts to reduce predation impacts
- 5 acres of invasive weed treatment
- 4 projects to improve permitted livestock grazing management
- 16 education and outreach events

The South Mono population has experienced slight declines over the reporting period likely associated with drought, predation, and high levels of recreational activity in the Long Valley area.



White Mountain PMU



Sage-grouse and pronghorn

The 10-year extirpation probability remained low at 3.8 %. Birds in the Long Valley portion of the South Mono PMU rely heavily on wet meadows and irrigated pastures near Crowley Lake during nesting and brood rearing periods. During long periods of drought, birds may venture further out in those irrigated pastures with little overhead protection from avian predators (Coates, 2022). Although the effect of outdoor recreation pressure on sage-grouse has not been quantified, recreational use has increased significantly over the reporting period and may be affecting habitat selection patterns (Coates, 2022). Birds in the Sagehen area have sharply declined, it is presumed that they have joined the core population in the Long Valley area during the drought period. Birds in the Parker Meadows area have experienced a large increase after experimental translocation efforts were implemented between 2017 and 2021 (see translocation section).

WHITE MOUNTAINS

The White Mountains PMU is the highest elevation sage-grouse habitat in the Bi-State area and contains 1,753,875 acres of BLM, USFS, and privately managed lands (Bi-State Action Plan, 2012). Recent IPM estimates suggest there are 40 birds in this population (Coates, 2022). However, the White Mountains are remote and difficult to access in the spring, sage-grouse in the PMU have not been extensively monitored, and historic lek count data is lacking. Therefore, the IPM should be interpreted with caution as bird numbers could be much higher than the model suggests (Coates, 2022). Capture and monitoring efforts took place in 2013, 2015 and from 2017 to 2021. During that period 196 birds were collared and monitored for survival, nest success, and brood success.

The greatest threats to sage-grouse populations and their habitats in the White Mountains PMU are conifer expansion and wild horses (Table 3). Examples of completed conservation actions to address identified threats include:

- TAC members evaluated 5 conifer treatment sites
- Monitoring of White Mountain and Silver Peak wild horse herds
- Coordinated management of Crooked Creek grazing allotment
- 1.7 miles of fence marking
- 4 education and outreach events

Sage-grouse in the White Mountains were relatively understudied, largely because these sage-grouse reside at high elevations that are often inaccessible until mid-summer. The subpopulation represents the most southwestern, and potentially highest elevation occupancy of greater sage-grouse across the species range, representing a unique and potentially extreme study site. Thus, less is known about this population compared to other Bi-State populations (Coates, 2022). Capture and monitoring efforts will continue in an effort to increase understanding of demographic rates and population trends in the White Mountains PMU.



Parker Meadow brood translocation

PARKER MEADOW TRANSLOCATION

One management action specifically listed in the Action Plan was the addition of birds, through translocation, from other PMUs to critically small and isolated sub-populations of sage-grouse. Translocations are designed to: 1) bolster population size to reduce the eminent likelihood of local extinction that would negatively impact the overall stability and persistence of the DPS; and 2) infuse genetic variation to ‘rescue’ this population from the harmful effects of low genetic diversity within the subpopulation.

Ongoing research conducted by the USGS highlighted the potential for population declines within the Parker Meadow subpopulation in the South Mono PMU to critically low levels. It was determined that intervening management efforts were necessary to maintain and increase the Parker Meadow subpopulation.

After three years of planning, the first of a multi-year translocation effort began in March 2017. That year, 28 sage-grouse (20 females, 8 males) were captured at Bodie Hills and translocated to Parker Meadows. All captured birds were fitted with VHF or GPS (male only) transmitters. As part of an experimental design, a subset of females was artificially inseminated prior to release to help increase the probability of nest initiation that spring. Additionally, three post-hatch broods, females with newly hatched chicks, were translocated. These were the first greater sage-grouse brood translocations attempted range-wide. The expectation is that these reproductive conditions would help “anchor” the female to the release area, and their surviving chicks would add new recruits to the population at Parker Meadows.

Data from 2017 efforts suggested that brood translocations are more successful because they bypass the effects of low nest initiation and success associated with the translocation of pre-nesting females. In 2018, 20 more sage-grouse (13 females, 7 males) were translocated from Bodie Hills to Parker Meadows, five of which were pre-nesting hens and eight were females with broods. In 2019, a total of 20 birds (10 females with broods, 5 pre-nesting females, 5 males) were translocated from the Bodie Hills PMU. Fifteen were outfitted with VHF transmitters and 5 with GPS transmitters to track movement and monitor survival. No translocations took place in 2020 due to the covid-19 pandemic. In 2021, five hens with their broods were translocated to Parker Meadows.

Given what has been learned during the initial years of translocation efforts, measures have been identified to minimize morality and dispersal rates. Design changes to transport boxes and increasing the emphasis on brood translocations promise to reduce the number of individuals required to be handled and improve success of the translocation overall (Figure 10). Moving forward USGS will be using a new protocol that involves mixed brood translocations, where one hen is translocated with her brood and part of another hen’s brood. The purpose of this method is to limit the number of adults removed from the source population, decreasing negative demographic impacts to that population. The translocation effort in Parker Meadows will continue in the coming years. Changes to protocols and methods will continue to utilize a science based, adaptive approach to allow this effort to be as successful as possible.

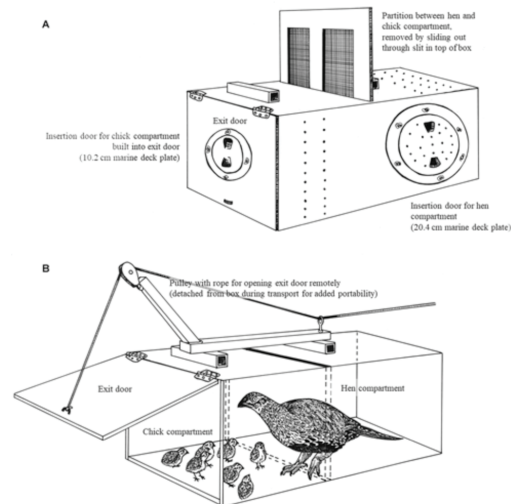


Figure 10: Schematic of translocation release boxes. Illustration credit: Diana Muñoz

	2017	2018	2019	2020	2021	Total
Males	8	7	5	–	–	20
Females (pre-nesting)	17	5	5	–	–	27
Females (w/ broods)	3	8	10	–	5	26
Chicks	17	39	70	–	20	146
Total	45	59	90	0	25	219

Table 4: Sage-grouse translocated to Parker Meadows annually

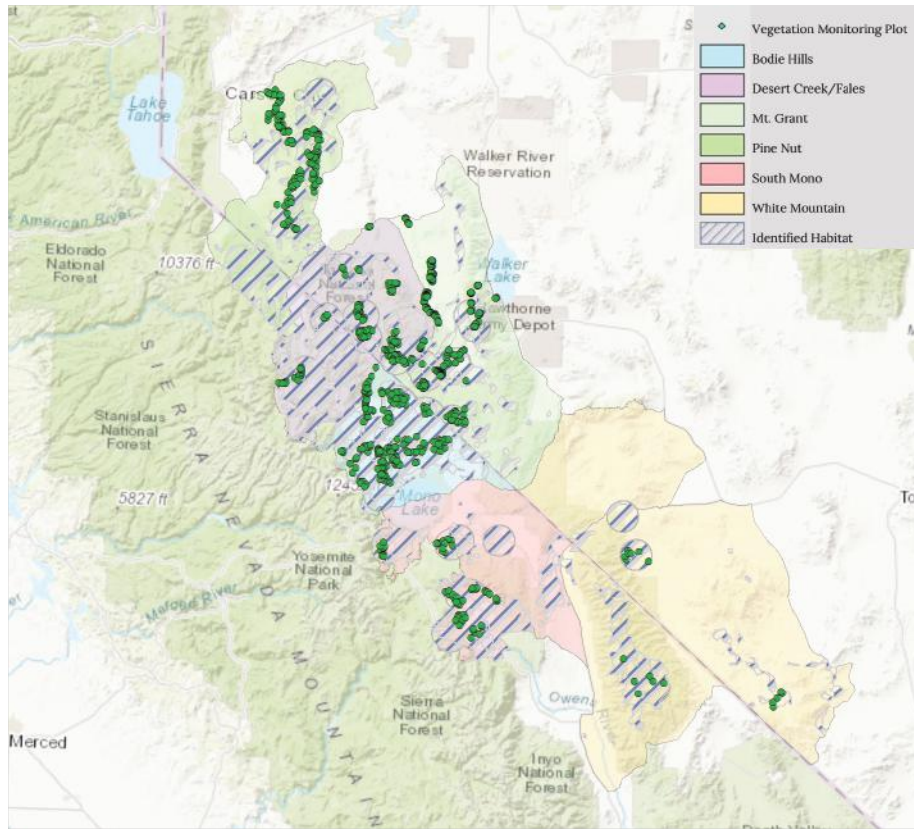


Figure 11: Vegetation monitoring plot locations

VEGETATION MONITORING

The Nevada Partners for Conservation and Development (NPCD), housed within the Nevada Department of Wildlife (NDOW), has been collecting vegetation data across numerous sites across all Bi-State PMUs since 2011.

In areas identified for conifer removal and at sites that have experienced episodes of wildfire, the NPCD establishes monitoring plots both within and outside of treatment and wildfire boundaries. Sampling is conducted prior to treatment to establish baseline conditions and sites are revisited post treatment to determine treatment and fire restoration effectiveness. Plots outside of treatment and wildfire boundaries serve as controls against which the restoration projects' effectiveness can be compared. The methods NPCD employs are consistent with the BLM's Assessment, Inventory and Monitoring protocols (AIM; Taylor et al. 2014) and are designed to be easily replicated, requiring little or no expensive equipment.

Since the Action Plan was implemented, 816 vegetation plots have been monitored across the Bi-State. Monitoring measures vegetation response to treatment including changes in sagebrush cover, perennial grass cover, species richness and presence of non-native and invasive species (Figure 12). Vegetation response to treatment is often slow; however, preliminary results

from selected sites suggest that species richness, sagebrush, perennial grass, and forb cover are elevated in treatment plots compared to control sites. These results suggest that conifer treatment and post wildfire restoration efforts are improving habitat conditions for sage-grouse.

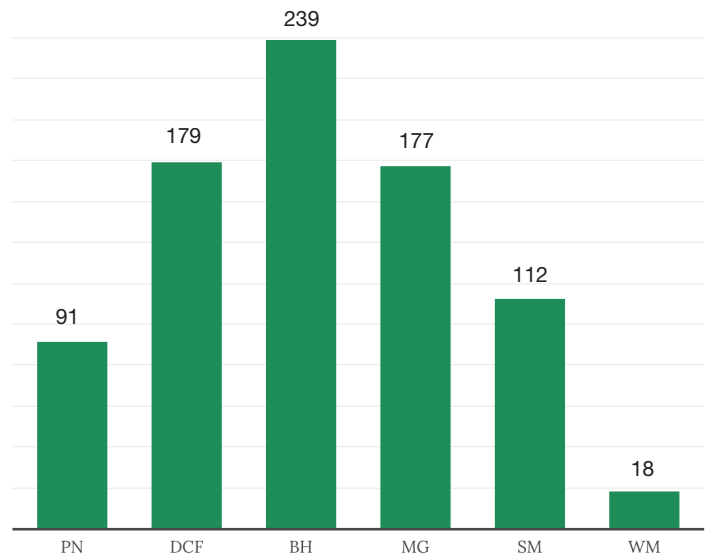


Figure 12: Completed vegetation monitoring plots

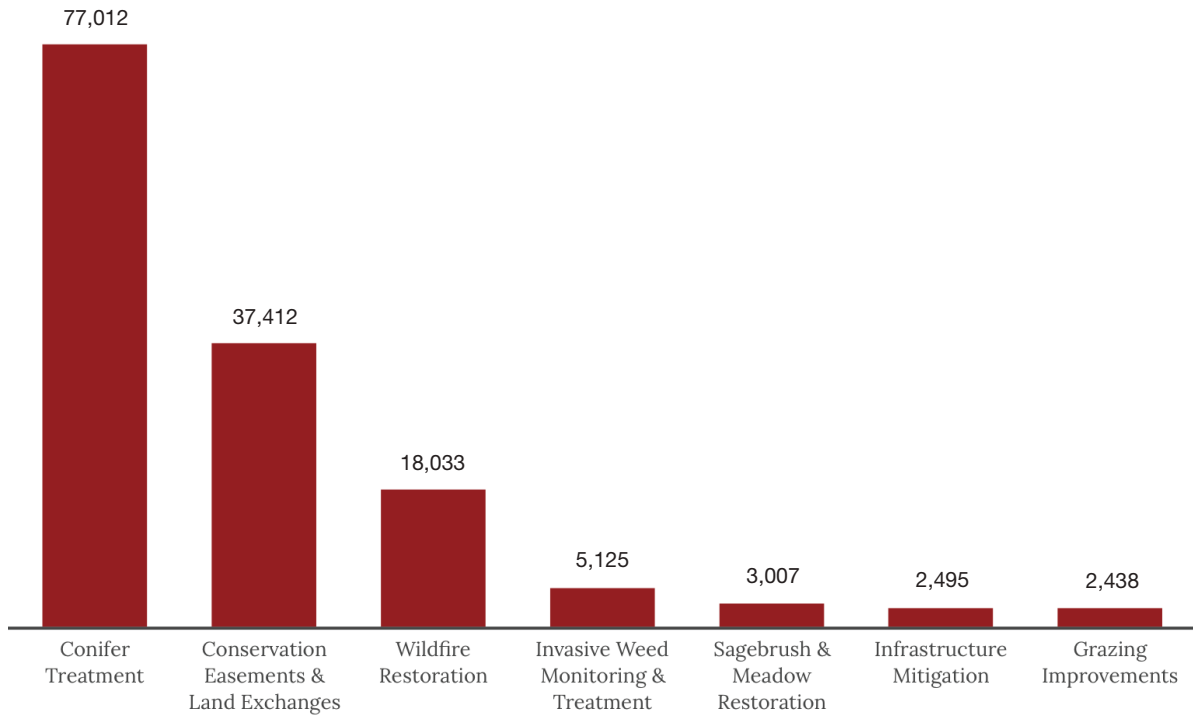


Figure 13: Acres of work completed to address identified threats to Bi-State sage-grouse

CONSERVATION ACTION IMPLEMENTATION

The Action Plan intended to provide a foundation and vision for a coordinated and cooperative management approach for conservation of the Bi-State sage-grouse, to ensure healthy population levels, and to maintain and improve sage-grouse habitat.

Individual objectives, strategies, and actions outlined in the Plan provide a strategic framework designed to achieve these overall conservation goals. Conservation actions are outlined using a hierarchical approach that identifies each action relative to the broader conservation objectives and strategies identified in the Plan (Bi-State Action Plan, 2012). The highest priority threats were identified and prioritized for each individual PMU.

In the last ten years, on-the-ground conservation efforts have been initiated to improve habitat conditions on more than 143,000 acres in the Bi-State (Figure 13). The following pages identify threats to Bi-State sage-grouse and their habitats and detail actions taken to address those threats. Work completed represents the highest priority actions in the Bi-State informed by research, a conservation planning tool developed by USGS, input from the Bi-State Local Area Working Group, and common-sense realities of implementing projects.

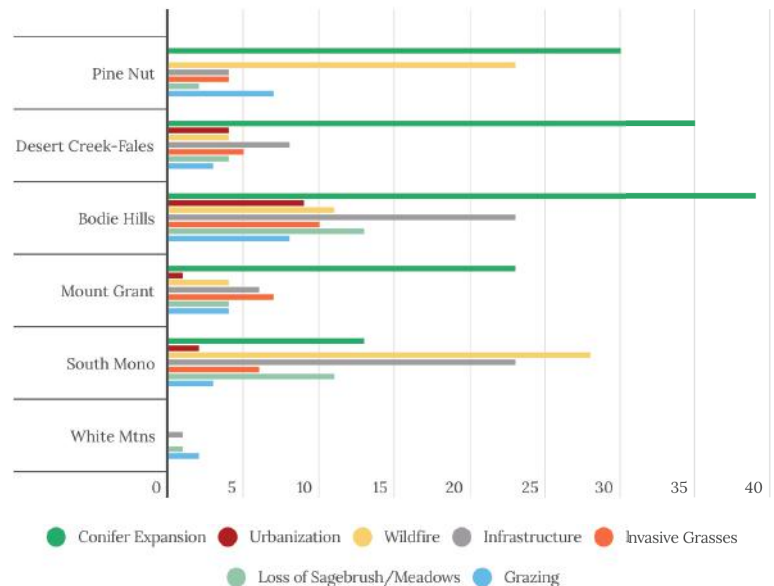


Figure 14: Number of completed projects by PMU



Post fire conifer removal



Wind fencing to improve soil stabilization

WILDFIRE

Large, intense wildfires are an increasing issue across the West and the Bi-State is not immune to this threat. Addressing wildfire is identified as a high priority in the Pine Nut, Desert Creek-Fales, Mt. Grant, Bodie and South Mono PMUs.

Changing climate, periods of drought, encroaching conifer, and the proliferation of non-native weeds, such as cheatgrass, alter sagebrush ecosystems and increase the likelihood of ignition and fuel load available for wildfire that can quickly devastate large expanses of important sage-grouse habitat.

A disturbed ecosystem post-fire is more susceptible to further invasion of non-native plant species and conversion of sagebrush to annual grass monocultures, which in turn increases potential for fire. This cycle alters fire regimes, causing more frequent and intense fires that perpetuate loss of habitat and threats to sage-grouse. Actions employed to address the threat of wildfire include, strategic fire suppression, fuel breaks, conifer removal, fuel reduction and post-fire rehabilitation. The removal of encroaching conifer reduces fuel availability for wildfires in sagebrush ecosystems and can act as a fuel break to halt or slow the progress of a spreading wildfire. Fuel reduction entails thinning thick stands of conifer, mosaic mowing and prescribed burns to limit the spread and decrease the intensity of wildfires while promoting native plant species production. Post-fire rehabilitation helps avoid ecosystem type conversion and promotes the return of suitable sage-grouse habitat through erosion control and seeding of native shrubs and grasses.

ACCOMPLISHMENTS

- To address the threat of wildfire, Bi-State LAWG partners communicate across jurisdictional boundaries to implement coordinated fire-management strategies that minimize the loss of suitable sage-grouse habitat.
- A concerted effort is made to ensure that fire personnel are informed and respond to wildfire with consistency across management boundaries. This requires the ability to: 1) identify locations that provide current or potential habitat for sage-grouse and 2) prioritize fire suppression and management actions in these areas to minimize sage-grouse habitat loss.
- Interagency fire management and suppression agreements were established between the BLM and USFS. Existing fire management plans were updated to include conservation measures identified by the National Sage-Grouse Technical Team to reduce long-term loss of sagebrush.
- Since 2012, a total of 18,034 acres of work, including conifer removal, fuel breaks, fuels reduction and post-fire rehabilitation has occurred in the Pine Nut, Desert Creek-Fales, Mount Grant, Bodie and South Mono PMUs.
- Resource advisor kits are updated annually to provide the most recent information on sage-grouse populations and all fire personnel receive training on fire protocols specific to sage-grouse habitat.
- Wildfire prevention activities include patrols to locate fire starts, document campfires and educate the public on fire regulations.
- LADWP prohibits camping on their lands and has adopted a no campfire policy to reduce the potential for human caused fire.



Bi-State conservation easement

URBANIZATION

Biomes in the arid west have uneven distributions of food and cover, thus fragmentation can be particularly acute for the wildlife that depend on these environments. Many sagebrush obligate species have evolved to require very large areas of intact habitat to meet their seasonal and annual resource needs. Therefore, disturbance of a relatively small number of fragmented sagebrush acres can have a disproportionate impact on the species that need that habitat to survive (Crist, 2015).

Maintaining high quality, intact habitat conditions into the future and addressing the risks associated with urbanization is a high priority in the Desert Creek-Fales, Pine Nut, and South Mono PMUs.

Conservation easements are implemented to limit urban development that may fragment habitat. These are voluntary legal agreements between a landowner and a qualified organization, like a land trust, which places some conservation restrictions on the use of a property to protect its natural values. These agreements provide benefits to both landowners and wildlife. They protect large quantities of suitable habitat from further development and allow landowners to pursue available funding to implement conservation projects on their land.

In addition to conservation easements on private lands, land purchases or exchanges have occurred that resulted in public, state, or federal ownership of occupied sage-grouse habitat. These acquisitions ensure that land remains intact for generations and managed in a way that will maintain quality habitat and provide conservation value to Bi-State sage-grouse.

ACCOMPLISHMENTS

- The Action Plan identifies 12 actions to address the threat of urbanization in the Desert-Creek Fales, Bodie Hills, and White Mountain PMUs, seven of which are

complete. In total, 37,412 acres have been entered into conservation easement agreements or have been acquired through land purchase or exchange since 2012. These completed projects insure that connected, high-quality habitat is available for sage-grouse and other wildlife species well into the future.

- Partners have implemented new policies, plans and programs to promote land conservation and to reduce development and human disturbance impacts.
- In 2014 the NRCS designated the Bi-State region as “Grasslands of Special Environmental Significance.” This designation raised the amount of funds NRCS contributes to the acquisition of easements from 50 percent to 75 percent.
- In 2017, the Eastern Sierra Land Trust secured \$8 million dollars in funding through the USDA’s Regional Conservation Partnership Program (RCPP) which allowed ranchers and landowners to apply for conservation funding for projects on their lands that benefit both working lands and wildlife.
- Mono County implemented new policies in their County Plan to reduce the impact of development in sage-grouse habitat.

Actions not completed include the following:

- MER2-2: Secure a conservation easement or agreement with the Desert Creek Ranch to maintain essential brood rearing habitat in proximity to lek # 2 in the Desert Creek-Fales PMU.
- MER2-5: Secure a conservation easement or agreement with the Mormon Ranch to maintain essential brood rearing habitat in proximity to the Bridgeport Canyon/Little Mormon lek complex in the Bodie Hills PMU.
- MER2-6: Secure a conservation easement or agreement for the Aurora Meadow complex to maintain brood rearing habitat in proximity to the Aurora lek in the Mount Grant PMU.
- MER2-8: Secure conservation easements or agreements with willing landowners in the Burcham Flat, Wheeler Flat and Fales Hot Springs vicinities to prevent further development impacts in proximity to leks in the Fales breeding complex in the Desert Creek Fales PMU.
- MER2-12: Secure conservation easements or agreements with willing landowners to maintain key nesting or wintering habitats along the east side of the White Mountains in the White Mountains PMU.

CONIFER ENCROACHMENT

The loss and fragmentation of high-quality, intact sage-grouse habitat to encroaching conifer is a high priority threat in the Pine Nut, Desert Creek-Fales, Mt. Grant, Bodie and White Mountain PMUs. Pinyon pine, juniper, and Jeffery pine are native species in the Bi-State but expansion beyond historical limits due to fire suppression, historic overgrazing by domestic livestock and favorable climate conditions has become problematic (Brockway et al. 2002). Across the Bi-State area, it is estimated that approximately 40 percent of the historically available sagebrush habitat has experienced woodland expansion over the past 150 years (USGS, 2012). Conifer encroachment into sagebrush systems is problematic as it may increase fire severity and size, deplete soil water and nutrients, reduce native understory, provide perches for avian predators, and alter sage-grouse habitat selection. All of which can affect behavioral decisions, distribution, and population dynamics of sage-grouse.

Previous studies have shown that sage-grouse experience population-level impacts at low levels of encroachment and that leks are less likely to be active near small, dispersed trees (Baruch-Murdo et al. 2013). In 2017, the USGS published a study, conducted in the Bi-State, that demonstrated changes in sage-grouse habitat selection and negative effects to vital rates directly associated with encroaching conifer (Coates et al. 2017). To address the threat of conifer encroachment, the USGS and TAC developed a spatially explicit Conservation Planning Tool (CPT). The CPT is a model that ranks the relative benefit of individual conifer removal projects. Bi-State partners can utilize this tool to select and prioritize conifer removal projects that will provide the most conservation value to sage-grouse and maximize benefit from dollars spent. Addressing conifer encroachment and infill provides a myriad of benefits to sage-grouse that include increasing habitat connectivity, maintaining native understory, eliminating perches for predators, conserving soil water and nutrients, and increasing ecosystem resilience to fire and resistance to cheatgrass invasion.

Conifer projects within the Bi-State are ranked using the CPT and the TAC's expertise regarding areas of occupied sage-grouse habitat being impacted by conifer encroachment. Conifer removal projects aim to improve habitat, increase connectivity, and reduce risk to sage-grouse. Phase I conifer cover is targeted to provide the most benefit at the lowest cost. Post-treatment maintenance is often required in the years following initial treatment to ensure that small seedlings and saplings were not missed in the original treatment.



Parker Meadows pre conifer treatment



Parker Meadows post conifer treatment

ACCOMPLISHMENTS

- The Action Plan contains 20 actions that call for the evaluation and implementation of conifer removal projects as a method to restore and maintain intact sagebrush habitat for sage-grouse. Of those 19 have been initiated and are in various states of completion.
- In total, 64,697 acres of conifer treatment and 12,315 acres of conifer treatment maintenance have been completed.

Actions not completed include the following:

MER4-2: Evaluate pinyon-juniper encroachment and potential connectivity issues in the Masonic Gulch, Red Wash, and Chinese Camp vicinities in the Mount Grant PMU.



Native seed collection



Cheatgrass



Aerial seeding with native seed source post fire

INVASIVE AND NOXIOUS SPECIES

Non-native plants are not overly abundant in the Bi-State area, except for cheatgrass, which occurs in all PMUs throughout the range. It is most prevalent in the Pine Nut PMU, where it is identified as a high priority threat and in the Mt. Grant PMU where it is listed as a moderate threat. The infiltration of cheatgrass into sagebrush systems can increase fire potential size and severity, out-compete native understory species after fires, and perpetuate a devastating disturbance cycle.

To counter the threat of habitat loss, Bi-State land management agencies and their partners have implemented numerous conservation actions and strategies. These include strategic fire suppression to avoid ecosystem-type conversion, utilization of native plant species to rehabilitate burned areas, and mechanical and chemical weed treatments.

ACCOMPLISHMENTS

- Since 2012, monitoring to detect invasive annual grasses has occurred on 3,325 acres across multiple PMUs in the Bi-State.
- Post fire restoration and conifer treatment sites are assessed prior to treatment to select appropriate methods to minimize site disturbance that could result in the establishment of non-native plant species.
- Chemical and mechanical treatment of non-native plant species have occurred on 1,786 acres in the Pine Nut, Desert Creek-Fales, Bodie Hills, and South Mono PMUs.
- Native seeds are collected for future Bi-State restoration and rehabilitation projects.



Bi-State meadow habitat

LOSS OF SAGEBRUSH AND MEADOWS

Healthy sagebrush and meadow conditions are necessary components of sage-grouse habitat, crucial to supporting sage-grouse throughout their life cycle. Land managers make every effort to implement best management practices to avoid the degradation of intact sage-grouse habitat through adopted regulatory mechanisms. When sagebrush and meadow conditions are compromised, improvements are made through restoring native hydrology, installing check dams to stabilize stream headcuts, fencing areas to allow recovery from livestock grazing, prescribed fire, and irrigation.

ACCOMPLISHMENTS

- Through the completion of 40 projects within all Bi-State PMUs, 3,008 acres of meadow and sagebrush were restored or enhanced through irrigation, meadow improvement, and vegetation restoration.
- Meadow habitat improvement efforts on public and private lands in upper Aurora Canyon in the Bodie Hills PMU have been implemented.
- The Bishop BLM installed check dams to stabilize stream area headcuts in 2010, since then additional check dams have been installed in subsequent years and maintenance of these structures occurs annually.
- Hydrological function was returned to Wheeler Creek through restoration efforts to increase plant cover and diversity on adjacent brood meadows.
- The Eastern Sierra Land Trust cleaned up two dump sites and cleared out irrigation ditches in sage-grouse habitat located on privately owned property.

- In 2018 and 2019, the Nevada State Parks conducted proper functioning condition surveys to evaluate and assess stream health within the Walker River State Recreation Area. The objective of these projects is to gather information on creeks and their associated meadows to develop restoration projects designed to reconnect fragmented habitat and restore summer brooding habitat in the Mt. Grant PMU.
- Assessment, inventory, and monitoring (AIM) vegetation plots are completed throughout the Bi-State annually to evaluate ecosystem health.
- Through the Seeds of Success program native seeds were collected at multiple sites to provide a local seed source for restoration projects.
- Between 2015 and 2021, partners met seven times to complete assessments for future wet meadow and stream restoration sites in multiple PMUs.
- LADWP developed an adaptive management plan for irrigating meadows in the Long Valley area of the South Mono PMU to maintain important sage-grouse habitat.

Actions not completed include the following:

HIR1-5-PN: Manage high elevation wet meadows in the southern portion of the Pine Nut PMU. Maintain existing fences and mark with diverters.

HIR2-1-PN: Restore previously burned sagebrush habitat within a three mile radius of Mill Canyon Lek.

HIR2-2-PN: Maintain meadows in Mount Seigal and Bald Mountain areas in proper functioning condition or improve through livestock management.

HIR2-3-PN: Improve sagebrush habitat quality west of Big Meadow.

HIR2-3-MG: Evaluate meadow habitat conditions in the Aurora and Gregory Flat vicinities.



Converting Bodie Hills fence to let down

ACCOMPLISHMENTS

The Action Plan identifies 12 actions to decrease infrastructure threats to Bi-State sage-grouse. Since 2012, 11 of these 12 actions have been addressed and include, fence evaluation, the removal of the site-specific hazards, and the following actions:

- Fourteen miles of fence have been removed in the Bodie Hills, Pine Nut, and South Mono PMUs. An additional 7.5 miles of fencing was converted to “let down”. Many miles of fence across the Bi-State were marked with flight diverters.
- LADWP imposes seasonal closures of their land near Crowley Lake during the peak lekking period to reduce the potential for human disturbance. 2,420 acres of land near leks and nesting habitat benefit from seasonal road closures annually.
- Four windmills in Adobe Valley located within the South Mono PMU were removed and converted to solar in 2014. Over six miles of the Fletcher power line located in the Bodie Hills PMU was decommissioned and removed. This project was completed in 2014. Progress toward the closure and relocation of the Mono County landfill has been made through planning and funding acquisition. Closure is on track to be completed in 2024.
- With the new designation of the Walker River State Recreation Area in the Mt. Grant PMU, law enforcement patrols to deter poaching and manage recreational use have increased.
- Partners worked together to develop public lek viewing guidelines and produced outreach material to disseminate information to the public.
- The BLM adopted a land use amendment that regulates the development of new roads or OHV trails in Bi-State sage-grouse habitat. Recreation monitoring and management activities have increased in the South Mono and Bodie Hills PMUs.

Actions not completed include the following:

MER3-7: Minimize impacts from traffic near the Aurora Borealis mine in the Mount Grant PMU.

INFRASTRUCTURE & HUMAN DISTURBANCE

Infrastructure is identified as a high priority threat in the Pine Nut, Desert Creek- Fales and Mount Grant PMUs. The threat of human disturbance is high in the Pine Nut and South Mono PMUs and moderate in the Desert Creek-Fales PMU.

Infrastructure features impacting sage-grouse in the Bi-State region include linear features such as roads, power lines and fences and location specific features like landfills, communication towers and windmills. Impacts from linear features include fragmentation of habitat (Braun 1998), direct mortality through collisions and increased available perches for predators (Connelly et al. 2000). Roads not only fragment habitat but also increase potential for human access and disturbance. Site specific infrastructure, such as landfills, attract and increase predator populations. Recent studies found that transmission lines in central Nevada affected multiple demographic rates of sage-grouse and influenced raven abundance and habitat selection, which had cascading effects to associated sage-grouse populations (Gibson, 2018).

To address threats posed by infrastructure, fences in occupied sage-grouse habitat are evaluated for strike hazards and are either removed, modified, or marked as necessary. Permanent and seasonal road closures serve to reduce disturbance and potential fragmentation. Location specific infrastructure threats are evaluated, and steps are taken to remove structures that increase risk to sage-grouse.

Threats associated with human disturbance include illegal hunting and recreational use impacts to sage-grouse habitat. These threats have been addressed through increased law enforcement, public education and the adoption of land management policies that restrict access to key habitat through road closures, regulation of new road development, and seasonally enforced regulations.



Converting Bodie Hills fence to let down

GRAZING WILD HORSES

Grazing of wild horses and burros are listed as a low or moderate threat in the Pine Nut, Bodie Hills and Mt. Grant PMUs. Each year the USGS documents the presence of wild horses and burros through the completion of raptor, raven, horse, and livestock surveys. Land management agencies make efforts to monitor Bi-State wild horse and burro populations to establish and maintain Appropriate Management Levels (AML) to protect their health as well as that of the habitat they and other species rely upon.

ACCOMPLISHMENTS

- The U.S. Forest Service and BLM completed aerial surveys of the Montgomery Pass Wild Horse Territory to generate a minimum count and assess the herds size compared to the established AML in the Desert Creek Fales PMU.
- USFS staff completed wild horse surveys in the Powell Mountain herd in the Mt. Grant PMU.
- Bishop BLM completed wild horse surveys in the South Mono and Bodie Hills PMUs.
- Horses were gathered in the Wassuk range to maintain AML in the Mt. Grant PMU.
- Carson City BLM District Office organized and implemented a wild horse gather in the Pine Nut Mountain PMU to meet AML, a total of 404 horses were gathered. Animals gathered were made available for adoption at Palomino Valley Wild Horse and Burro Center in Reno through the Wild Horse and Burro Adoption Program. Those that were not adopted are cared for in off-range pastures, where they retain their “wild” status and protection under 1971 Wild Free-Roaming Horses and Burros Act.
- USFS and BLM employees attended the Wild Horse and Burro National Overview meeting, held in Reno, Nevada, to discuss new science and facts, public involvement, ongoing and future planning regarding the management of wild horses and burros.
- The Inyo National Forest filled a rangeland specialist position whose duties include the management of wild horse and burro territories on National Forest lands.

GRAZING PERMITTED LIVESTOCK

The grazing of permitted livestock is listed as a low priority threat in all PMUs across the Bi-State. To address the threat of habitat degradation caused by grazing and to implement beneficial livestock management strategies, the NRCS and ESLT provided \$8 million in funding for habitat improvement and enhancement projects on private lands through the Regional Conservation Partnership Program. Land management agencies monitor active grazing allotments on their land for compliance with permit terms and conditions within all Bi-State PMUs.

ACCOMPLISHMENTS

- USGS completed livestock surveys in conjunction with sage-grouse monitoring efforts.
- Grazing management tactics to improve sage-grouse habitat were employed across 1,127 acres in the Bodie Hills PMU.
- Fences were erected around the area burned during the Hot Creek Fire in the South Mono PMU to limit grazing impacts to recovering resources.
- Seven range improvement inspections were completed in the Pine Nut and Mount Grant PMUs.
- A 15-year USDA Conservation Reserve Program lease in the Bodie PMU was signed this year protecting 1,054 acres of land.



Bi-State partners

COLLABORATIVE CONSERVATION

Additional actions to improve sage-grouse conservation efforts are completed each year to implement a coordinated interagency approach, incorporate a science-based adaptive management plan, improve regulatory mechanisms, and maintain stakeholder involvement.

INTERAGENCY APPROACH

The Action Plan identifies three actions designed to implement a coordinated interagency approach to sage-grouse conservation, all of which have been initiated. These actions include:

- Development of a “Sage-Grouse Service Team” approach to support the conservation and management of sage-grouse populations in the Bi-State. This requires that partners work collaboratively and provide multi-jurisdictional funding to facilitate the conservation of Bi-State sage-grouse and its habitats.
- Each year, Bi-State partners work together to leverage expertise and develop conservation strategies to develop a proposed program of work based on priority, staff availability and funding. Agencies work across jurisdictional boundaries to monitor population demographics, complete vegetation monitoring plots, and carry out Action Plan projects.
- In 2014, Bi-State partners announced a \$45 million-dollar commitment to implement the 2012 Action Plan over a 10-year period (Table 5). Under the direction of the Executive Oversight Committee, each partnering agency drafted a commitment letter to the Service, stating their acknowledgment

of responsibility and dedication to implement a coordinated interagency approach to conservation.

- Since 2014, approximately 84% of that funding has been allocated with a total of \$37.6 million agency dollars spent on sage-grouse conservation efforts over the last eight years (Figure 15).

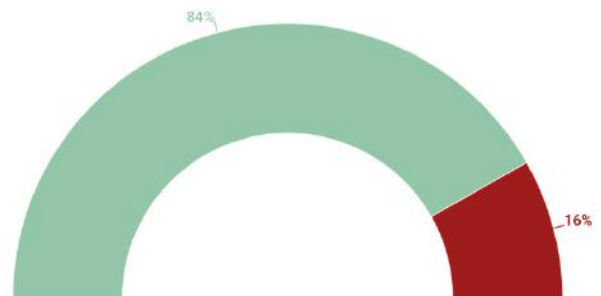


Figure 15: Allocated funding for sage-grouse conservation 2014-2021

Agency	Funding Commitment	Conservation Role
NDOW	\$3.6M	Vegetation monitoring, population monitoring
CDFW	\$1M	Translocation, population monitoring, predator monitoring, habitat acquisition
USFS	\$13.9M	NEPA planning for projects, planting and irrigation plans, grazing management, meadow restoration, population monitoring
NRCS	\$12M	Land owner outreach on easement and habitat restoration opportunities, conservation easements, matching funds for partners, utilize program funding to implement projects
BLM	\$6.5M	NEPA planning for projects, conifer removal, meadow enhancement, infrastructure evaluation, wild horse assessment, population monitoring
USGS	\$2.5M	Develop and apply modeling and science to inform adaptive management, CPT, IPM, population monitoring
Mono County	\$5.9M	Coordinate on easement development and provide matching funds, relocate landfill, landowner education and outreach, general plan update
USFWS	\$1M	Science and capacity support, landowner engagement and outreach, implementation of private lands restoration opportunities

Table 5: Partner funding commitment and conservation role

SCIENCE-BASED ADAPTIVE MANAGEMENT

Bi-State partners utilize a science-based adaptive management approach to generate a strategic process for guiding sage-grouse management. This approach integrates the best available science to inform local and landscape-level management and conservation decisions for Bi-State sage-grouse.

Science-based adaptive management guides management decisions based on data-driven models, implementation of actions, outcome evaluation and modification of management practices based on this iterative learning process (Bi-State Action Plan, 2012). This management strategy provides insight into what management actions should be conducted and which areas should be targeted, while reducing the chances of carrying out actions in areas where the effects are inconsequential and not meaningful. The Action Plan identifies seven actions necessary to manage sage-grouse populations and implement projects through adaptive, science-based methods. These actions include:

- Establishment of inter-agency agreements and funding mechanisms to support a USGS Science Adviser. The primary duty of the Science Adviser was the development of the Conservation Planning Tool (CPT) to prioritize conservation projects (Bi-State Action Plan, 2012). Funding for this position was initially acquired in 2012 and has been secured annually.
- The six remaining actions detail necessary information to be acquired and incorporated into the CPT to increase its function and management value. These actions include defining habitat, ranking risks, integrating population performance, and identifying factors that influence population vital rates. Each of these actions is carried out annually to improve the predictive power of the CPT and inform management decisions to maximize benefit to Bi-State sage-grouse populations.
- The USGS has also furthered science based adaptive management initiatives through additional research and the development of analytical tools beyond those originally identified in the Action Plan. Those accomplishments include furthering research on sage-grouse response to conifer density and conifer treatment, appropriate normalized difference vegetation index (NDVI) levels for irrigated meadows in sage-grouse habitat, and by developing a targeted annual warning system that helps to identify when sage-grouse subpopulations are experiencing declines that should trigger management actions.

IMPROVED REGULATORY MECHANISMS

The Action Plan outlines 13 actions for improved regulatory mechanisms, 12 of which have been completed. These actions provide consistent land management direction across jurisdictional boundaries to conserve Bi-State sage-grouse and their habitats into the future. Considering the majority of sage-grouse habitat in the Bi-State is on federally managed public lands, effective conservation of Bi-State DPS and its habitats requires strong land use management plans.

Plans are implemented by land management agencies in close coordination with state and federal wildlife agencies to ensure there is seamless regulatory direction for all sage-grouse related issues across management boundaries. These amendments aim to minimize or eliminate threats affecting the status of sage-grouse and to improve habitat conditions. Ongoing plan maintenance occurs to incorporate the most recent information ensuring that public lands containing Bi-State sage-grouse and sage-grouse habitat are adequately protected.

Bi-State land management agencies agreed to adopt plan amendments to incorporate best management practices, standardize operating procedures, implement conservation measures, and mitigate threats to increase regulatory effectiveness and provide direction specific to conservation of the Bi-State DPS. These plan amendments require that agencies consider sage-grouse populations and habitat in land use planning and activity plan analysis to limit potential impacts on sage-grouse or their habitat.

Since the Action Plan was implemented:

- The Humboldt-Toiyabe National Forest has signed an amendment to their Land Use Plan.
- The Carson District and Tonopah Field Offices of the NV BLM have signed amendments to their Land Use Plans.
- The Inyo National Forest updated their Land Management Plan.
- Mono County has updated their General Plan to better manage Bi-State habitat and protect sage-grouse populations.

Actions not completed include the following:

IRM2-2: Coordinate with local and county governments in Nevada to incorporate sage-grouse conservation guidance.

MAINTAINING STAKEHOLDER INVOLVEMENT

Relationships built on trust and cooperation among stakeholders are essential to the goal of long-term conservation of sage-grouse and its habitats. Participants involved in this conservation effort include federal, state, and local governments; Native American tribes; non-profit organizations; ranchers and landowners; among others. The Action Plan identifies six priorities for maintaining stakeholder involvement, all of which are implemented annually. Actions include conducting Local Area Working Group meetings developing outreach materials to facilitate the sharing and distribution of information, and maintaining a Bi-State website that provides accessible information to partners and the public.

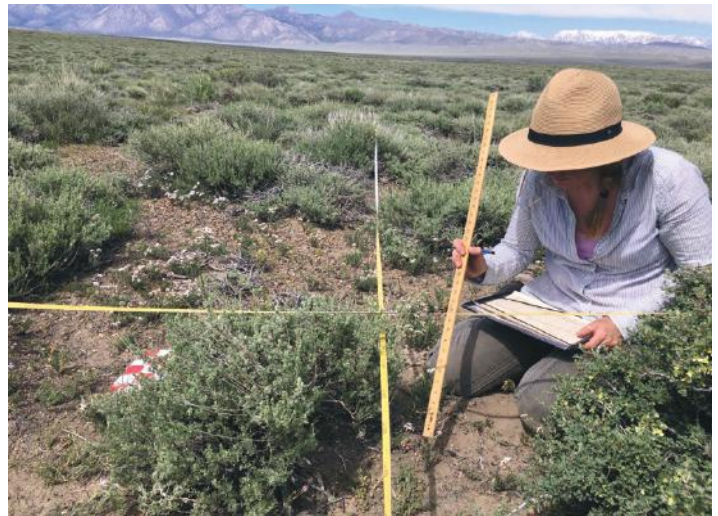
Together, partners conduct Action Plan maintenance, carry out identified actions and track implementation progress to ensure the Action Plan is effectively guiding conservation and management efforts.

Since 2012, considerable progress has been made toward maintaining stakeholder involvement. Accomplishments include:

- Formation of the Bi-State Tribal Natural Resource Committee (BTNRC), 20 BTNRC meetings, and two Traditional Ecological Knowledge Summits.
- Thirteen Local Area Working Group meetings.
- Creation of the Bi-State Sage-Grouse website.
- Production of LAWG newsletters to provide sage-grouse related updates and notifications to partners and public.
- 183 education and outreach accomplishments.



Bi-State partners



Bi-State sage-grouse, habitat, and conservation efforts

EFFECTIVENESS MONITORING

The 2012 Action Plan was designed to provide a “road-map” to conservation. It contains 159 actions intended to be implemented over a ten-year span. The implementation of multiple projects is often required to achieve the intended goal of a single action. These projects represent the highest priority actions deemed necessary to conserve Bi-State sage-grouse populations and their habitats. Projects are prioritized through a science-based adaptive management process that utilizes on-the-ground evaluation to inform management decisions and prioritize conservation actions. This process incorporates the best available science and key lessons learned from prior efforts to: 1) identify the most critical issues; 2) develop projects that address those issues and 3) assess and adjust project implementation as necessary to improve the probability of benefiting sage-grouse.

Population monitoring provides the basis of understanding for what types of projects should be implemented and where they

should be placed. Utilizing monitoring data, the USGS developed a resource selection function that identified key sage-grouse habitat in the Bi-State. The highest priority projects are in this identified habitat to provide the most ecological benefit to sage-grouse. Published research regarding habitat selection, population models, genetics and conservation strategies all contribute to effective adaptive management. In 2014, the USGS incorporated completed research into the development of a Conservation Planning Tool (CPT), which measures ecological benefits to sage-grouse for a given management action using resource selection functions and estimates of abundance and space use (Ricca et al., 2017). The CPT informs and prioritizes habitat improvement project design and is especially valuable for prioritizing conifer treatment and wildfire restoration projects. Boundaries of these projects are initially drawn as a best guess based on bird use, aerial imagery, and knowledge of the habitat. The CPT then ranks these projects based on benefit to grouse

and cost effectiveness. Each year additional research and monitoring data is incorporated into the CPT, and it becomes more valuable as a result.

In 2015 and again in 2017, the TAC used the CPT results as the basis for re-prioritizing Bi-State conifer projects. This planning tool has proven to be incredibly valuable when combined with other information, such as on-the-ground knowledge of an area, logistics of planning and implementing projects and professional expertise. Combined, these tools provide the basis for prioritization of conservation projects.

Another important scientific tool used to help direct conservation efforts and understand their impacts is USGS' Integrated Population Model (IPM). The IPM helps partners understand the demographic rates that are driving population trends and aids in the development of targeted actions to improve those rates and overall population trends.

Efforts to implement conservation projects across the Bi-State have increased annually since 2012. Currently, 141 of 159 identified actions in the Action Plan have been initiated, meaning they are in progress, ongoing or occur annually, or have been evaluated as part of the planning process. These actions represent 89% of all identified actions in the Action Plan.

The completion of these projects illustrates the effectiveness of long-held and time-tested partnerships between stakeholders. Together, they established and implemented a framework that

fostered ongoing problem solving and proactive engagement. This collaborative process effectively integrates multiple perspectives and interests and has proven to be more successful in providing durable solutions to complex issues and challenges.

Over the last ten years, the Action Plan has provided a clear framework to guide this collaborative conservation effort. The Bi-State LAWG increased their understanding of sage-grouse population trends, gained a better understanding of factors influencing populations, and learned how and where to implement conservation actions to provide the greatest benefit to sage-grouse and their habitats. Recent USGS research suggests the implementation of the Action Plan has bolstered Bi-State sage-grouse populations by 3.9% annually and 31.1% since 2012 (Bi-State TAC, 2022).

Moving forward with maintained momentum, Bi-State stakeholders will continue to conduct collaborative conservation efforts at the landscape scale to benefit sage-grouse populations and the sagebrush ecosystem in the Bi-State. The group is currently working to expand the partnership to include the diversity of stakeholders necessary to find solutions to these large-scale and often complex ecological challenges. Together the group will evaluate the most recent science and work to update the Action Plan so that it may continue to act as a guiding document for future sage-grouse related conservation efforts in the Bi-State.



Bi-State sage-grouse lekking in spring

Action Type	Actions Identified	Actions Initiated	Total Projects
Coordinated Interagency Approach	3	3	46
Science Based Adaptive Management	7	7	16
Increased Regulatory Mechanisms	13	12	24
Wildfire	9	9	154
Urbanization	12	7	24
Infrastructure & Human Disturbance	12	11	85
Conifer Encroachment	13	13	85
Disease and Predation	4	4	12
Wild Horses	5	5	13
Small Populations	6	6	8
Habitat Restoration & Improvement	41	35	216
Research and Monitoring	28	27	94
Maintaining Stakeholder Involvement	6	6	125
Total	159	145	902

Table 6: Compelled Action Plan associated projects

Action ID	PMU	Action Description
HIR1-5-PN	Pine Nut	Manage high elevation wet meadows in the southern portion of the Pine Nut PMU. Maintain existing fences and mark with diverters
HIR2-1-PN	Pine Nut	Restore previously burned sagebrush habitat within a three mile radius of Mill Canyon Lek
HIR2-2-PN	Pine Nut	Maintain meadows in Mount Seigal and Bald Mountain areas in proper functioning condition or improve through livestock management
HIR2-3-PN	Pine Nut	Improve sagebrush habitat quality west of Big Meadow
MER2-2	Desert Creek/Fales	Secure a conservation easement with Desert Creek Ranch
MER2-8	Desert Creek/Fales	Secure conservation easements with willing landowners in the Burcham Flat, Wheeler Flat and Fales Hot Springs vicinities
HIR2-4-DCF	Desert Creek/Fales	Determine the feasibility for improving perennial grass and forb cover in proximity to Desert Creek Lek #2 in the Desert Creek-Fales PMU. Design and implement site specific habitat improvement projects based on the results
HIR2-6-DCF	Desert Creek/Fales	Evaluate nesting habitat and brood meadow condition on Burcham/Wheeler Flats in the Desert Creek-Fales PMU. Design and implement site specific habitat improvement projects based on the results
HIR2-7-DCF	Desert Creek/Fales	Improve meadow habitat on private lands in Huntoon Valley, Swauger Creek, and north Bridgeport Valley
RAM3-6	Desert Creek/Fales	Continue and supplement ongoing telemetry effort in Fales PMU
MER2-6	Mount Grant	Secure conservation easement or agreement for Aurora Meadows complex
HIR2-3-MG	Mount Grant	Evaluate meadow habitat conditions in the Aurora and Gregory Flat vicinities
MER3-7	Mount Grant	Minimize impacts from traffic near the Aurora Borealis mine
MER4-2	Mount Grant	Evaluate pinyon-juniper encroachment and potential connectivity issues in the Masonic Gulch, Red Wash, and Chinese Camp vicinities of the Mount Grant PMU. Design and implement site-specific tree removal projects based on the results
HIR1-7-B	Bodie Hills	Complete the Lime Kiln windmill removal and solar pump replacement project in the southern portion of the Bodie PMU
MER2-5	Bodie Hills	Secure conservation easement or agreement with Mormon Ranch
MER2-12	White Mountain	Secure conservation easements or agreements along the eastside of the White Mountains
IRM2-2	Multiple PMUs	Coordinate with local and county governments in Nevada to incorporate sage-grouse conservation guidance

Table 7: Action Plan associated projects not yet completed

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APPENDIX A: ACTION PLAN IMPLEMENTATION

Strategy	Identified Actions	Completed Projects				
Coordinated Interagency Approach: Implement a coordinated interagency approach towards conservation and management of greater sage-grouse populations and habitats within the Bi-State Plan area.	CIA1-1: Implement a “Sage-Grouse Service Team” approach to support sage-grouse conservation and management in the Bi-State area. Provide cross-jurisdictional staff support to facilitate the coordinated interagency effort to conserve the Bi-State DPS and its habitat.					
		Executive Oversight Committee meetings				
		Development of the Bi-State coordinator position				
		Updated Bi-State MOU				
		CIA1-2: Provide multi-jurisdictional funding to support sage-grouse conservation and management in the Bi-State area. Establish a process to identify and support cross-jurisdictional funding opportunities to facilitate the coordinated interagency effort to conserve the Bi-State DPS and its habitat.	CIA1-2: Provide multi-jurisdictional funding to support sage-grouse conservation and management in the Bi-State area. Establish a process to identify and support cross-jurisdictional funding opportunities to facilitate the coordinated interagency effort to conserve the Bi-State DPS and its habitat.			
				2014 Partner funding commitment letters		
				2019 update of funding commitment letters		
				Interagency funding agreements to support on-the-ground projects, USGS science and research, lek monitoring, vegetation monitoring, Bi-State coordinator position, translocation efforts, and the Traditional Ecological Knowledge Summit		
				CIA1-3: Annually engage the Bi-State Local Area Working Group (LAWG) via the Technical Advisory Committee (TAC) to develop a proposed program of work for the upcoming calendar year based on available staff and funding. The proposed annual program of work should be completed by January 31 each calendar year.	CIA1-3: Annually engage the Bi-State Local Area Working Group (LAWG) via the Technical Advisory Committee (TAC) to develop a proposed program of work for the upcoming calendar year based on available staff and funding. The proposed annual program of work should be completed by January 31 each calendar year.	
						Technical Advisory Committee meetings
Annual accomplishment reporting						
Science Based Adaptive Management: Implement scientifically and economically sound management strategies to conserve greater sage-grouse populations and habitats within the Bi-State Plan area.	SAM1-1: Establish interagency agreements and funding mechanisms needed to provide funding and logistical support to secure the services of a USGS Science Advisor.					
						Annual funding provided to USGS
						SAM2-1: Acquire high resolution (5 meter or less), multi-spectral (7 band minimum), imagery for the entire Bi-State area and begin the image classification and field verification process required to model sage-grouse habitat selection and suitability based on resource availability and use.
		Bi-State Sage-Grouse resource selection function and map developed				
		Critical habitat map created				
		Pinyon-juniper layer acquired to model habitat				
		Life-stage habitat selection maps generated				
		SAM2-2: Continually incorporate new sage-grouse telemetry, habitat, and vital rate data into the CPT to improve predictive modeling and adaptive management capabilities.	SAM2-2: Continually incorporate new sage-grouse telemetry, habitat, and vital rate data into the CPT to improve predictive modeling and adaptive management capabilities.			
				Telemetry data has been incorporated into the CPT		

	SAM2-3: Incorporate the CPT into habitat improvement project design and population augmentation and reintroduction evaluation processes to provide managers with an interactive, spatially-explicit tool to choose the most appropriate areas for management action, as well as to evaluate and quantify project effectiveness following implementation.	
		CPT was created and published in Ecological Applications
		CPT used to rank conifer treatment projects in 2015 and 2017
		Meetings held regarding updated and automated CPT
	SAM2-4: Incorporate hypothesized risk factors into the CPT to model and quantify the relative importance of each risk factor by life-history stage for each PMU.	
		In progress
	SAM2-5: Incorporate sage-grouse vital rates into the CPT to identify which environmental factors are likely exerting the greatest influence on sage-grouse persistence to determine the probability of population performance for each PMU.	
		Integrated Population Models completed and updated
		Incorporating the IPM into CPT in progress
	SAM2-6: Incorporate the vital rate adjusted CPT into habitat improvement project design and population augmentation and reintroduction evaluation processes to further improve managers abilities to choose the most appropriate areas for management action, as well as to evaluate and quantify project effectiveness following implementation.	
		Life-stage habitat selection maps generated
		Incorporating the IPM into CPT in progress
Improved Regulatory Mechanisms: Improve regulatory effectiveness and consistency for discretionary agency actions that may affect the Bi-State DPS and its habitats.		
	IRM1-1: Develop and issue interim BLM/USFS guidance designed to increase the regulatory effectiveness and consistency for Federal land management actions that may affect the Bi-State DPS and its habitat until land use plans are updated to include additional guidance specific to sage-grouse conservation in the Bi-State area. Land use plan updates are identified by relative priority in this section.	
		2012 Inyo NF supervisors letter
		2012 BLM NV Instructional Memorandum
	IRM1-2: Coordinate and informally confer with state wildlife agencies and the FWS when evaluating Federal land management actions that may affect the Bi-State DPS and its habitat or when developing and implementing policies or land use plan objectives designed to avoid or minimize impacts to the Bi-State DPS and its habitat.	
		Inter-Agency Coordination for Land Management Actions
		USFWS Coordination and Conferencing
	IRM1-3: Implement BLM Manual 6840 to increase conservation efforts for the Bi-State DPS and its habitat.	
		All projects for BLM follow guidance in Manual Policies

	IRM1-4: Implement National Forest Manual 2670 to increase conservation efforts for the Bi-State DPS and its habitat.	
		BSSG designation as USFS Sensitive Species for Region 4
		Implementation of National Forest Plan Policies
		Implement BSSG in policy and in LMP as “At Risk Species”
		Inyo Land Use Plan Implementation
	IRM1-5: Revise the Carson City District Consolidated RMP (Sierra Front and Stillwater Field Offices) to incorporate additional land use plan guidance specific to greater sage-grouse conservation.	
		Land Use Planning Amendment for the Bi-State DPS in the Carson City District RMP
	IRM1-6: Revise or amend the Toiyabe National Forest LRMP (Bridgeport and Carson Ranger Districts) according to the Region 4 schedule.	
		The “Greater Sage-grouse Bi-state Distinct Population Segment Forest Plan Amendment Record of Decision” was signed in May 2016, revising the Forest Plan with new conservation measures for the Bi-state sage-grouse.
	IRM1-7: Revise the Tonopah RMP (Tonopah Field Office) to incorporate additional land use plan guidance specific to greater sage-grouse conservation	
		Land Use Planning Amendment for the Bi-State DPS in the Tonopah RMP
	IRM1-8: Revise the Inyo National Forest LRMP (Mono Lake, Mammoth, White Mountain and Mount Whitney Ranger Districts) according to the Region 5 schedule.	
		Inyo NF Land Use Plan revised and updated
	IRM1-9: Implement actions in support of the Bishop RMP.	
		Implementation of Bishop BLM Supplemental Rules to Land Use Plan
	IRM1-10: Revise or amend the Bishop RMP according to the California BLM schedule.	
		Current plan deemed adequate
	IRM1-11: Annually conduct plan maintenance on applicable RMPs (Carson City, Tonopah, and Bishop) to incorporate the most recent information specific to sage-grouse populations and habitats on public lands administered by the BLM to insure the Bi-State DPS and its habitats are adequately protected	
		Annual and ongoing incorporation of relevant science into Annual Plans
	IRM2-1: Coordinate with Mono County to develop and incorporate sage-grouse conservation guidance into applicable plans and programs.	
		Mono County General Plan update
		Mono County review projects for consistency with grouse policies
	IRM2-2: Coordinate with county and local governments in Nevada to develop and incorporate sage-grouse conservation guidance into applicable plans and programs.	
		Efforts have been made to reach out to county and local government but successful engagement is still lacking

Minimize and Eliminate Wildfire Risk: Implement a coordinated interstate/interagency approach towards management of wildfire incidents and suppression activities designed to minimize the risk of catastrophic wildfire and the associated loss of sage-grouse habitat in the Bi-State area.		
	MER1-1: Develop and implement an interagency fire management and suppression agreement specific to the management of wildland fire incidents within and immediately adjacent to known occupied and potential sage-grouse habitats in the Bi-State area prior to the 2012 fire season.	
		Inter-agency fire agreement was signed for the Inyo National Forest and the Bishop BLM
		Inter-agency fire agreement was signed between Carson BLM and H-T National Forest
	MER1-2: Update existing Fire Management Plans (FMPs) to incorporate fire and fuels management conservation measures identified by the National Sage-Grouse Technical Team prior to the 2012 fire season.	
		Fire management plans were updated to incorporate suppression direction to minimize loss of suitable sage-grouse habitat.
	MER1-3: Annually update dispatch systems and protocols to include line officer and resource advisor notifications and requirements for all wildland fire incidents within and immediately adjacent to known occupied and potential sage-grouse habitats in the Bi-State area.	
		Annual Bishop BLM dispatch updates for fire protocols in sage-grouse habitat
		Annual Carson BLM dispatch updates for fire protocols in sage-grouse habitat
		Annual Inyo NF dispatch updates for fire protocols in sage-grouse habitat
	MER1-4: Annually update resource advisor kits to include to the most recent information specific to sage-grouse populations and habitats within the Bi-State area to insure the DPS and its habitat are adequately protected.	
		Resource Advisor Kit Updates- BLM Bishop/ Inyo NF
		Resource Advisor Kit Updates- Humboldt-Toiyabe NF
		Resource Advisor Kit Updates- BLM Carson
	MER1-5: Develop and provide sagebrush and sage-grouse habitat sensitivity training during required annual fireline refreshers for federal fire personnel in the Bi-State area. Focus training on sagebrush habitat identification, basic sagebrush habitat ecology, and initial attack strategies and tactics designed to minimize long-term impacts to sagebrush ecosystems.	
		Bishop BLM annual fire refresher for sage-grouse SOPs
		Inyo NF annual fire refresher for sage-grouse SOPs
	MER1-6: Establish an interagency cadre of sagebrush/sage-grouse habitat resource advisors (READs) to support fire suppression, burned area emergency rehabilitation (BAER), and fuels management projects in the Bi-State area. Include NDOW, CDFG, FWS, NRCS, and NDF representation on this team.	
		Resource Advisor Development and Cadre

	MER1-7: Prioritize fire suppression actions, fire rehabilitation efforts, and fuels treatments to minimize sagebrush habitat loss or type conversions in and immediately adjacent to known occupied and potential sage-grouse habitats in the Bi-State area.	
		Alpine County forest restoration project
		Burbank fire rehabilitation seeding
		Ray May fire rehabilitation seeding
		TRE fire rehabilitation seeding
		Como fire rehabilitation seeding
		Preacher fire rehabilitation seeding
		Doe Ridge fire rehabilitation, restoration, and planting
		Indian fire rehabilitation, seeding, planting, and erosion control
		Mono fire restoration seeding
		Spring Peak fire rehabilitation and conifer removal
		Spring Peak fire rehabilitation, seeding, sagebrush planting, and conifer removal
		Walker fire Sage-Grouse SOPs implemented
		Bodie fire invasive plant removal
		Indian fire seeding
		Green Creek fire rehabilitation
		Pine Nut Land Health Project (sunrise unit)
		Fuel breaks on private land
		Bodie State Park fuels reduction
		Green Creek fire restoration
		Owens River fire restoration
		Slinkard post fire restoration, planting, seeding, invasive species removal, and mowing
		Buckskin Valley post-fire rehabilitation
		Pipeline conifer thinning
		Sunrise Pass firewood stewardship contract
		Illinois Unit, Thinning/Pile Burning
		Seeding of dozer lines on Hot Creek fire
		Hot Creek fire restoration, grazing enclosure, seeding, and planting
		West Antelope fuel break maintenance
		East Antelope fuel break maintenance
		Mono City and Conway Ranch Estates fuel break maintenance
		Tufa fire suppression
		Lyon Fire sagebrush seedling planting
		Mountain View Fire ESR plan and treatment
		Slink Fire soil stabilization, seeding, and planting
		Topaz Marine Corps housing fuel break
	MER1-8: Increase wildfire prevention activities and programs in and adjacent to known occupied and potential sage-grouse habitats in the Bi-State area.	
		LADWP policy restricting campfires and stoves
		Fire prevention patrols
		Bodie State Park Fire Plan
		Targeted wildfire prevention

		Fire related public education events
	MER1-9: Develop and implement a native species seed bank program for the Bi-State DPS. Establish a seed storage facility and conduct seed collections to insure the availability of locally adapted seed for fire rehabilitation efforts in important sage-grouse habitats. Coordinate with the Nevada Division of Forestry (NDF) and other interested agencies to collect and store locally adapted seed for use in fire rehabilitation efforts.	
		Seeds of Success program
		Post fire native seeding contracts
		Seed storage facility for native plants
		Bishop native plant nursery
		Native seed collection
Minimizing and Eliminating Urbanization Risk: Secure conservation easements or agreements with willing landowners to maintain private lands and associated sage-grouse habitats values and minimize the risk of future development impacts to important sage-grouse habitats in the Bi-State area.		
	MER2-1: Provide technical assistance to willing landowners to develop Conservation Agreements or Candidate Conservation Agreements with Assurances.	
		Private Lands Conservation Plan
		CDFW and Mono County workshop to share information and develop project conditions/mitigations for sage grouse
		Designation of Walker River State Recreation Area
		Funding acquisition for Black Lake Preserve easement
		Annual conservation easement planning
		Mono County conservation easement assistance
	MER2-2: Secure a conservation easement or agreement with the Desert Creek Ranch to maintain essential brood rearing habitat in proximity to Desert Creek Lek #2 in the Desert Creek-Fales PMU.	
		Incomplete
	MER2-3: Secure a conservation easement or agreement with the Sceirine Ranch to maintain current land use practices and associated sage-grouse brood rearing/late summer habitat values in the Bodie, Mount Grant and Desert Creek-Fales PMUs.	
		Easements secured in the Bodie Hills and Desert Creek-Fales PMUs
	MER2-4: Secure a conservation easement or agreement with the Sweetwater Ranch to maintain essential brood rearing habitat in proximity to the Wiley Ditch/Sweetwater Summit lek complex in the Desert Creek-Fales PMU.	
		Easements secured near Sweetwater Summit
	MER2-5: Secure a conservation easement or agreement for the Mormon Ranch to maintain essential brood rearing habitat in proximity to the Bridgeport Canyon/Little Mormon lek complex in the Bodie PMU.	
		Incomplete
	MER2-6: Secure a conservation easement or agreement for the Aurora Meadows complex to maintain brood rearing habitat in proximity to the Aurora lek in the Mount Grant PMU.	
		Incomplete

	MER2-7: Secure a conservation easement or agreement for Sinnamon Meadows to maintain brood rearing/late summer habitat values in the western portion of the Bodie PMU.	
		Easement secured
	MER2-8: Secure conservation easements or agreements with willing landowners in the Burcham Flat, Wheeler Flat and Fales Hot Springs vicinities to prevent further development impacts in proximity to leks in the Fales breeding complex in the Desert Creek-Fales PMU.	
		Incomplete
	MER2-9: Secure conservation easements or agreements with willing landowners for important brood meadow habitat in the Green Creek area.	
		Green Creek land donation
		CDFW aquired lands
		Conservation easement secured
	MER2-10: Secure conservation easements or agreements with willing landowners to maintain key brood rearing/late summer habitats in Bodie Hills portion of the Bodie PMU.	
		Easements secured
	MER2-11: Secure conservation easements or agreements with willing landowners in Huntoon Valley, Swauger Creek and northern Bridgeport Valley to maintain brood rearing/late summer habitat values in the southwest portion of the Desert Creek-Fales PMU.	
		Easement secured in Huntoon Valley
	MER2-12: Secure conservation easements or agreements with willing landowners to maintain key nesting or wintering habitats along the eastside of the White Mountains in the White Mountains PMU.	
		Incomplete
Minimize and Eliminate Infrastructure and Human Disturbance Risk: Implement site-specific conservation measures designed to minimize or eliminate risks associated with existing infrastructure and human disturbance in the Bi-State area.		
	MER3-1: Install flight diverters on the existing non-let down fence adjacent to Long Valley Lek 2 to deter documented fence strikes.	
		Fence near lek 2 converted to lek down
		Flight diverters installed in surrounding area
	MER3-2: Identify and provide an alternate location for the Mono County landfill and work towards removing the existing landfill out of the Long Valley portion of the South Mono PMU.	
		Mono County continued planning and funding acquisition for the closure of the Benton Crossing landfill. The project is projected to be completed by 2023
	MER3-3: Design and implement public lek viewing guidelines and other management strategies to reduce human disturbance in the vicinity of Desert Creek Lek #2 in the Desert Creek-Fales PMU.	
		Developed lek viewing guidelines consistent with widely accepted policies to ensure minimization of potential human impacts. Produced brochure for public education and outreach

	MER3-4: Evaluate existing fences in the Bodie PMU for fence strike hazards. Remove extraneous fences or mark existing fences with flight diverters to deter fence strikes in areas where fence strike hazards are documented. Focus initial efforts in the vicinity of Bodie State Historic Park, 7-Troughs, and Lower Summers Meadow.	
		Race Track fence removal and fence marking
		Lower Summers meadow fence marking
		Bodie Creek Electric Fence Removal
		Sinnamon Meadows fence removal and fence marking
		Bodie Bowl fence removal
		Conway Ranch fence removal and fence marking
		Private lands fence marking in Bodie
		Bodie State Park Volunteer Day - fence and corral Removal
		Bodie Hills fence marking near Beideman lek
		Big Flat fence marking
		Bodie Hill fence maintenance
		Potato Peak enclosure fence converted to let down
		Converted Fence to Let Down in the Bodie Hills
		BLM annual maintenance of all let down fencing in Bodie Hills PMU
	MER3-5: Work with private landowners in the Long Valley portion of the South Mono PMU to evaluate existing fences for fence strike hazards. Provide assistance to modify or mark existing fences with flight diverters to deter fence strikes in areas where fence strike hazards are documented.	
		Cashbaugh fence marking
	MER3-6: Remove or relocate the existing fence near Wiley Ditch Lek #3 in the Desert Creek-Fales PMU if flight diverters are ineffective at preventing fence strikes.	
		Flight diverters installed in surrounding area
	MER3-7: Develop and implement stipulations to minimize disturbance impacts associated with increased traffic from the Aurora-Borealis mine in the Mount Grant PMU.	
		Incomplete
	MER3-8: Increase warden presence during the sage-grouse breeding season in the lower elevations of the Mount Grant PMU to deter poaching.	
		Walker River State Recreation law enforcement and park patrols
	MER3-9: Avoid the construction of new roads and other infrastructure within known occupied and potential sage-grouse habitat in the Mount Siegel and Bald Mountain vicinities in the Pine Nut PMU unless these features are designed to improve habitat conditions.	
		BLM Resource Management Plans contain actions and best management practices to address new road construction. Future planned Travel Management will take into consideration limiting any new roads/OHV trails in this area as well
	MER3-10: Design and implement public lek viewing guidelines to address potential human disturbance impacts if demand increases in the Long Valley portion of the South Mono PMU.	

		Developed lek viewing guidelines consistent with widely accepted policies to ensure minimization of potential human impacts. Produced brochure for public education and outreach
	MER3-11: Install “grouse crossing” signs at strategic locations along the Owens River Road in the Long Valley portion of the South Mono PMU where birds are known to roost and road kills have been documented.	
		CDFW, BLM and Mono County met to discuss “grouse crossing sign”. Action deemed not necessary in Long Valley. Signs were installed in Parker Meadow area
	MER3-12: Provide educational opportunities to landowners about the importance of sage-grouse habitat and the need to reduce predation caused by pets in areas where sage-grouse occur.	
		NRCS, federal land management agencies, and ESLT all interact with private landowners to stress the importance of sage-grouse habitat
Minimize and Eliminate Conifer Encroachment Risk: Map and quantify the spatial juxtaposition and level of pinyon-juniper encroachment that has occurred in relation to known occupied and potential sage-grouse habitat in the Bi-State area. Develop and implement site specific treatments designed to maintain, improve, or restore key seasonal ranges and habitat connectivity within and among breeding populations based on restoration potential.		
	MER4-1: Evaluate pinyon-juniper encroachment and potential connectivity issues between upper elevation sagebrush habitats in the Bodie PMU and adjacent low elevation habitats including the Bridgeport Valley and East Walker River in the Bodie and Desert Creek-Fales PMUs and the East Walker River, Ninemile Flat, Aurora, and Alkali Valley portions of the Mount Grant PMU. Design and implement site-specific tree removal projects based on the results.	
		East Walker Landscape Habitat Improvement Project NEPA
		East Walker Landscape Habitat Improvement Project Units A & C
		East Walker Landscape Habitat Improvement Project Units F & B
		East Walker Landscape Habitat Improvement Project Unit D
		East Walker Landscape Habitat Improvement Project Unit B East
		East Walker Landscape Habitat Improvement Project Unit B
		East Walker Landscape Habitat Improvement Project Unit C
		East Walker Landscape Habitat Improvement Unit E
		East Walker Landscape Habitat Improvement Unit K
		East Walker Landscape Habitat Improvement Unit L
		East Walker Landscape Habitat Improvement Unit N
		Mormon Meadows Conifer Removal and pile scattering
		Bridgeport Canyon Conifer Removal
		Bridgeport Canyon Sagebrush Restoration through Conifer Removal
		Big Flat Conifer Removal

		Bodie Hills Upland Vegetation Restoration Conifer Removal DNA 2015
		Bodie Hills Upland Vegetation Restoration Conifer Removal DNA 2016
	MER4-2: Evaluate pinyon-juniper encroachment and potential connectivity issues in the Masonic Gulch, Red Wash, and Chinese Camp vicinities of the Mount Grant PMU. Design and implement site-specific tree removal projects based on the results.	
		Incomplete
	MER4-3: Evaluate pinyon-juniper encroachment and potential connectivity issues in the Huntoon Valley, Swauger Creek and Mount Jackson vicinities of the Desert Creek-Fales PMU. Design and implement site-specific tree removal projects based on the results.	
		The TAC evaluated these areas in 2015 (CPT reranking reports) and determined they were a lower priority than other work in the northern half of the Bi-State. After high priority work is completed the TAC will reevaluate using the CPT and local knowledge
	MER4-4: Evaluate pinyon-juniper encroachment and potential connectivity issues in the Aurora and Gregory Flats vicinities of the Mount Grant PMU. Design and implement site-specific tree removal projects based on the results.	
		The TAC evaluated these areas in 2015 (CPT reranking reports) and determined they were a lower priority than other work in the northern half of the Bi-State. After high priority work is completed the TAC will reevaluate using the CPT and local knowledge
	MER4-5: Evaluate pinyon-juniper encroachment and potential connectivity issues in the lower Rough Creek and Del Monte Canyon vicinities of the Mount Grant PMU. Design and implement site-specific tree removal projects based on the results.	
		Rough Creek Sage-Grouse Habitat Improvement Project NEPA
		Rough Creek Unit 5
		Rough Creek Unit 1
		Rough Creek Unit 2
		Rough Creek Unit 3
		Rough Creek Unit 6
		Rough Creek Unit 7
		Rough Creek Unit 8
	MER4-6: Evaluate pinyon-juniper encroachment and potential connectivity issues in the Spring Peak, Mount Hicks, and Powell Mountain vicinities of the Mount Grant PMU. Design and implement site-specific tree removal projects based on the results.	
		Field evaluation determined that there were only about 10 trees to cut in a drainage. Other trees were in true conifer areas.
	MER4-7: Evaluate pinyon-juniper encroachment and potential connectivity issues in the Baldwin Canyon and Lapon Canyon vicinities of the Mount Grant PMU. Design and implement site-specific tree removal projects based on the results.	
		Hawthorne Army Depot meeting
		Baldwin Canyon PJ NEPA
		Baldwin Canyon Habitat Improvement

	MER4-8: Evaluate pinyon-juniper encroachment and potential connectivity issues between upper elevation sagebrush habitats in the Bodie PMU and adjacent low elevation habitats in the Mono Basin portion of the Bodie PMU. Design and implement site-specific tree removal projects based on the results.	
		Bodie Hills Upland Vegetation Restoration Conifer Removal 2015
		Bodie Hills Upland Vegetation Restoration Conifer Removal 2016
		Sinnamon Cut Sagebrush Restoration through Conifer Removal
		Bodie Hills Pinyon-Juniper Removal NEPA 2021
		Bridgeport Canyon Conifer Pile Burning
	Action MER4-9: Evaluate pinyon-juniper encroachment and potential connectivity issues along the northern flank of the Sweetwater Mountains between Burcham Flat and Jackass Flat in the Desert Creek-Fales PMU. Design and implement site-specific tree removal projects based on the results.	
		Sweetwater P-J Re-treatment
		Jackass Flat Pinyon-Juniper Removal NEPA
	MER4-10: Evaluate pinyon-juniper encroachment and potential connectivity issues along the eastside of the White Mountains and Palmetto Mountains in the White Mountains PMU. Design and implement site-specific tree removal projects based on the results.	
		TAC evaluated these areas in 2015 and determined they were lower priority than other work in the southern half of the Bi-State. Additional data from telemetry studies will help define these areas
		TAC evaluated these areas in 2017 and determined they were lower priority than other work in the southern half of the Bi-State. Additional data from telemetry studies will help define these areas
	MER4-11: Evaluate pinyon-juniper encroachment and potential connectivity issues along the eastside in the Truman Meadows portion of the White Mountains PMU. Design and implement site-specific tree removal projects based on the results.	
		TAC evaluated these areas in 2015 and determined they were lower priority than other work in the PMU
		TAC evaluated these areas in 2017 and determined they were lower priority than other work in the PMU
	MER4-12: Evaluate pinyon-juniper encroachment and potential connectivity issues between Long Valley and Adobe Valley in the South Mono PMU. Design and implement site-specific tree removal projects based on the results.	
		Arcularius Jeffrey Pine Removal
		Long Valley Habitat Enhancement NEPA
		INF Parker Jeffrey Pine Removal NEPA
		Long Valley - Jeffrey Pine Removal
		South Mono Conifer Treatment Site Visits
		Pre-NEPA Planning: Hilton and Clover Patch Conifer Treatment
	MER4-13: Evaluate pinyon-juniper encroachment and potential connectivity issues in the Waterson draw area and at the base of south slope of Glass Mountains in the South Mono PMU. Design and implement site-specific tree removal projects based on the results.	

		Long Valley Unit 4 Habitat Enhancement
Minimize and Eliminate Disease and Predation Risk: Monitor, and quantify where possible, the extent of disease and predation risks to greater sage-grouse populations in the Bi-State area. Take appropriate management action where causal effects can be identified and effectively mitigated.		
	MER5-1: Evaluate raptor and raven use of the DC Intertie transmission line in the Mount Grant PMU. Install perch deterrents if the data indicate facilitated predation is adversely affecting sage-grouse population performance.	
		Raptor raven surveys were completed in Mount Grant in association with telemetry efforts in 2016, 2017, 2018, and 2021
	MER5-2: Evaluate raptor and raven use of the double wood transmission line that crosses brood meadows along the upper Owens River east of Lek 9x at Inaja Ranch. Install perch deterrents if the data indicate facilitated predation is adversely affecting sage-grouse population performance.	
		A field trip occurred to evaluate this transmission line. No mitigation was implemented
		Raptor raven surveys were completed in Long Valley in association with telemetry efforts between 2014 and 2021
		USGS implemented raven egg oiling effort to reduce predation
	MER5-3: Evaluate raptor and raven use of the west-side transmission lines in the Bodie PMU. Install perch deterrents if the data indicate facilitated predation is adversely affecting sage-grouse population performance.	
		Raptor raven surveys were completed annually in the Bodie Hills in association with telemetry efforts
	MER5-4: Develop and implement a West Nile virus surveillance and detection program. Implement mosquito abatement measures and/or Best Management Practices (BMPs) designed to minimize or prevent the potential for a West Nile virus outbreak if the data indicate that West Nile virus is prevalent in the Bi-State area.	
		Investigation of Inyo guzzlers resulted in their design that prohibit larval development due to the enclosed systems, lack of light, routine maintenance at off-site drinker. County Abatement Program confirmed that such guzzlers do not pose a risk to west Nile virus
Minimize and Eliminate Wild Horse Grazing Risks: Maintain wild horse populations at the appropriate management levels (AMLs) and within designated herd management areas (HMAs) or wild horse territories (WHTs) to minimize the risk of excessive use levels and range expansion		
	MER6-1: Implement captures or contraceptive methods to maintain the Powell Mountain Wild Horse Herd at or below AML and within the designated WHT.	
		Annual monitoring of the Powell Mountain herd for horses outside boundary
	MER6-2: Implement captures or contraceptive methods to maintain the Pine Nut Wild Horse Herd at or below AML and within the designated HMA.	
		Pine Nut Mountains Herd Management Area Plan EA
		Pine Nut wild horse gather
		Pine Nut wild horse sterilization efforts

	MER6-3: Evaluate the status of the White Mountain and Silver Peak Wild Horse and Burro herds. Establish AML and implement captures or contraceptive methods if needed to maintain the herds at or below AML and within the designated WHT.	
		Wild Horse monitoring in White Mountain and Silver Peak herds in White Mountains PMU
	MER6-4: Implement captures or contraceptive methods to maintain the Wassuk Wild Horse Herd at or below AML and within the designated HMA.	
		Wassuks Mountain wild horse gather
	MER6-5: Evaluate the status of the Montgomery Pass Wild Horse Herd. Establish AML and implement captures or contraceptive methods if needed to maintain the herd at or below AML and within the designated WHT.	
		2014 Montgomery Pass wild horse herd survey
		2015 Montgomery Pass wild horse population estimate completed
		Annual wild horse monitoring in Sagehen
		2020 aerial survey of the Montgomery Herd Wild Horse Territory
		2020 Montgomery Pass wild horse ground survey
Minimize and Eliminate Small Population Size Risks: Identify potential sage-grouse population augmentation and re-introduction sites and develop translocation guidelines to support potential augmentation and reintroduction efforts in the Bi-State area.		
	MER7-1: Develop a contingency plan for emergency augmentation of small breeding populations at Parker Meadows and Gaspip Spring in the South Mono PMU if the need arises.	
		Parker Meadow translocation efforts 2017, 2018, 2019, and 2021
	MER7-2: Develop a contingency plan for emergency augmentation of small breeding populations in the Pine Nut Range in the Pine Nut PMU if the need arises.	
		TAC met to discuss translocations 2015. It was determined that only the Parker population was in need of a translocation until the IPM or other data suggested that there was an clear reason to begin translocation elsewhere. Leks in the pine nuts are monitored yearly to track the status of the population
	MER7-3: Evaluate the need for augmentation of the Fales population in the Desert Creek- Fales PMU.	
		Discussions within the TAC have occurred , but translocations have not been implemented at this time?
	MER7-4: Evaluate the Powel Mountain area in the Mount Grant PMU as a potential sage-grouse habitat restoration and reintroduction area.	
		BSSG TAC met to discuss translocations 2015. It was determined that only the Parker population was in need of a translocation until the IPM or other data suggested that there was an clear reason to begin translocation elsewhere
	MER7-5: Evaluate the McBride Flat/Sagehen Spring area in the Truman Meadows portion of the White Mountains PMU as a potential sage-grouse habitat restoration and reintroduction area.	

		BSSG TAC met to discuss translocations 2015. It was determined that only the Parker population was in need of a translocation until the IPM or other data suggested that there was a clear reason to begin translocation elsewhere. Telemetry work in the White Mountain PMU will help determine if this is necessary
	MER7-6: Evaluate Coyote Flat as a potential sage-grouse habitat restoration and reintroduction area.	
		BSSG TAC met to discuss translocations 2015. It was determined that only the Parker population was in need of a translocation until the IPM or other data suggested that there was a clear reason to begin translocation elsewhere. Telemetry work in the White Mountain PMU will help determine if this is necessary
Habitat Improvement and Restoration: Implement habitat improvement and restoration projects designed to ensure the long-term viability of greater sage-grouse populations within the Bi-State Plan area. Continue to implement on-going habitat improvement and restoration projects on public and private lands in the Bi-State area. Design and implement additional site-specific sage-grouse habitat improvement and restoration projects on public and private lands in the Bi-State area in cooperation with the Bi-State Local Area Work Group.		
	HIR1-1-PN: Continue to implement pinyon and juniper removal projects in appropriate areas adjacent to occupied sage-grouse habitat in Upper Mill Canyon in the Pine Nut PMU.	
		Mill Canyon conifer treatment Lyon Unit
		Mill Canyon conifer treatment unit 1
		Mill Canyon conifer treatment unit 2
		Mill Canyon conifer treatment Big Lake unit
		Mill Canyon conifer treatment maintenance
		Mt Siegel conifer treatment
	HIR1-2-PN: Continue to implement pinyon and juniper removal in the Buckskin Valley Vegetation Treatment project area in the Pine Nut PMU.	
		EQIP contract to treat a portion of the BLM land in Buckskin Valley project area (3 sites: 411, 147, 747)
		2012 Buckskin Valley Vegetation Management Project
		2013 Buckskin Valley Vegetation Management Project
		Private Lands EQIP/WHIP program: PJ Removal in Buckskin Valley area
		2013 EQIP contract to treat a portion of the BLM land in Buckskin Valley project area
		2014 EQIP contract to treat a portion of the BLM land in Buckskin Valley project area
		2015 EQIP contract to treat Crest Unit of Pine Nut Land Health Project
		Buckskin Valley conifer treatment
		2013 private lands conifer treatment
		Crest 2 conifer treatment
		Lyons Fire conifer removal
		Crest 3 conifer treatment
		Buckskin Valley conifer treatment maintenance
		Pine Nut Mountain Powerline Project

		2020 Buckskin Valley conifer treatment
		2021 Buckskin conifer treatment
	HIR1-3-PN: Maintain the existing fence around the Big Meadow complex in the Pine Nut PMU and mark with flight diverters to deter fence strikes.	
		Big Meadow fence marking
		Big Meadow fence maintenance
	HIR1-4-PN: Continue to manage livestock to maintain proper functioning condition of the Big Meadow complex in the Pine Nut PMU.	
		Churchill Canyon grazing permit written with flexibility to change grazing if problems arise
	HIR1-5-PN: Manage high elevation wet meadows in the southern portion of the Pine Nut PMU for proper functioning condition and forb abundance and diversity. Maintain existing fences and mark with flight diverters to deter fence strikes.	
		Incomplete
	HIR2-1-PN: Restore previously burned sagebrush habitat within a three-mile radius of the Mill Canyon lek in the Pine Nut PMU.	
		Incomplete
	HIR2-2-PN: Maintain meadows in the Mount Siegel/Bald Mountain area in proper functioning condition or improve through livestock management or fencing in the Pine Nut PMU.	
		Incomplete
	HIR2-3-PN: Evaluate options to improve sagebrush habitat quality west of the Big Meadow complex in the Pine Nut PMU. Design and implement site specific habitat improvement projects based on the results.	
		Incomplete
	HIR2-4-PN: Control noxious weeds within and surrounding the Big Meadow complex in the Pine Nut PMU.	
		Ongoing weed treatments completed by Carson City BLM
	HIR1-1-DCF: Continue pinyon and juniper removal across Sweetwater Flat and in adjacent pinyon and juniper encroached sagebrush habitats in the Desert Creek-Fales PMU.	
		2013 Sweetwater Summit conifer treatment maintenance
		2016 Sweetwater Summit conifer treatment
		2017 Sweetwater Summit conifer treatment maintenance
	HIR1-2-DCF: Implement the Long Doctor pinyon-juniper removal project in the Desert Creek-Fales PMU.	
		Long Doctor pinyon removal-Sweetwater Summit area 2012
		Long Doctor pinyon removal - Sweetwater Summit Area 2013
		Long Doctor pinyon removal - Sweetwater Summit Area 2014
		Long Doctor pinyon removal maintenance 2015
	HIR1-3-DCF: Continue to work with the permittees on Wheeler Flat to develop and implement grazing management strategies that reduce the impacts of early season grazing on key brood meadows in the Desert Creek-Fales PMU.	

		Wheeler Flat fence marking
		Wheeler Flat trough installation
	HIR1-4-DCF: Continue to develop and implement an interagency restoration plan for Wheeler Creek to restore hydrologic function and increase forb cover and diversity on adjacent brood meadows in the Desert Creek-Fales PMU.	
		Wheeler Creek restoration NEPA
		Wheeler Creek meadow restoration
	HIR2-1-DCF: Design and implement site specific projects to improve meadow habitat conditions on Wheeler Flat in the Desert Creek-Fales PMU.	
		Wheeler Flat enclosure fence construction, marking, and maintenance
	HIR2-2-DCF: Investigate opportunities to implement habitat improvement projects on the Sweetwater Ranch in the Desert Creek-Fales PMU. Design and implement site specific habitat improvement projects where feasible.	Private Lands-EQIP/WHIP conifer treatment
		Sweetwater Flat fence marking
	HIR2-3-DCF: Evaluate options to reduce cheatgrass densities southeast of Desert Creek Lek #2 in the Desert Creek-Fales PMU. Design and implement site specific habitat improvement projects based on the results.	
		2013 Smith Valley Conservation District weed treatments
	HIR2-4-DCF: Determine the feasibility for improving perennial grass and forb cover in proximity to Desert Creek Lek #2 in the Desert Creek-Fales PMU. Design and implement site specific habitat improvement projects based on the results.	
		Incomplete
	HIR2-5-DCF: Determine the feasibility for improving perennial grass and forb cover across Sweetwater Flat to improve pre-laying and nesting habitat conditions in the Desert Creek-Fales PMU. Design and implement site specific habitat improvement projects based on the results.	
		Private Lands-EQIP/WHIP program irrigation project
		Private Lands-EQIP/WHIP program rabbit brush removal project
	HIR2-6-DCF: Evaluate nesting habitat and brood meadow condition on Burcham/Wheeler Flats in the Desert Creek-Fales PMU. Design and implement site specific habitat improvement projects based on the results.	
		Incomplete
	HIR2-7-DCF: Investigate opportunities for meadow habitat improvement on private lands in the Huntoon Valley, Swauger Creek and north Bridgeport Valley vicinities in the Desert Creek-Fales PMU. Design and implement site specific habitat improvement projects where feasible.	
		Incomplete
	HIR1-1-MG: Continue pinyon and juniper removal in the China Camp area and adjacent public and private lands in the Mount Grant PMU.	
		China Camp pinyon removal 2012
		China Camp pinyon removal 2013
		China Camp pile burning 2016

		Flying M conifer treatment
		China Camp (Long Meadow) conifer treatment
		Private lands conifer treatment
	HIR2-1-MG: Develop and implement a management strategy to restore brood habitat on the Rosaschi Ranch in the Mount Grant PMU.	
		2012 Meadow restoration Rosaschi Ranch
		2014 Rosaschi Ranch brood rearing habitat improvement
		Rosaschi Ranch annual irrigation
		2013 Meadow Restoration Rosaschi Ranch
		Rosaschi Ranch upland field restoration (east field)
		Rosaschi Ranch upland field restoration (west field)
	HIR2-2-MG: Work with Flying M Ranch to maintain and improve brood habitat conditions in the Rough Creek and lower Bodie Creek vicinities of the Mount Grant PMU. Design and implement site specific habitat improvement projects where feasible.	
		Flying M Ranch project demonstration sites (seeding and fuel break)
		FM Ranch sage-grouse habitat enhancement
		Meadow and stream proper functioning condition surveys completed
		UAV surveys in Walker River State Recreation Area
		9 Mile Ranch fence marking
		Installed HOBOS on Bodie and Rough Creeks
		Streamflow monitoring
	HIR2-3-MG: Evaluate meadow habitat conditions in the Aurora and Gregory Flats vicinities of the Mount Grant PMU. Design and implement meadow habitat restoration projects based on the results.	
		Incomplete
	HIR2-4-MG: Work with the Hawthorne Army Depot to maintain and improve brood habitat quality at Lapon Meadows in the Mount Grant PMU. Design and implement site specific habitat improvement projects where feasible.	
		2013 Hawthorne Army Depot meeting
	HIR2-5-MG: Investigate options to control noxious weeds and cheatgrass within and around the Ninemile Ranch Unit in the Mount Grant PMU. Design and implement site specific habitat restoration projects based on the results.	
		2012 Smith Valley Conservation District weed monitoring and treatment
		2013 Smith Valley Conservation District weed monitoring and treatment
		2015 Smith Valley Conservation District weed monitoring and treatment
		2016 Smith Valley Conservation District weed monitoring and treatment
		2017 Smith Valley Conservation District weed monitoring and treatment
		2019 Nine Mile weed monitoring and treatment
		2020 Nine Mile weed monitoring and treatment
	HIR1-1-B: Complete ongoing pinyon and juniper removal projects in the Lower Summers (Lek 10), Green Creek, Stringer Meadows (Lek 9A), and Upper Aurora Canyon vicinities in the Bodie PMU.	

		Lek 9a conifer treatment maintenance
		Lower Summers conifer treatment
		Lower Summers conifer treatment East Unit
		Lower Summers conifer treatment Meadow Unit
		Lower Summers conifer treatment maintenance
		2012 Upper Aurora conifer treatment maintenance
		2013 Upper Aurora conifer treatment maintenance
		2014 Upper Aurora conifer treatment maintenance
		Stringer Meadow Unit conifer treatment
		Green Creek conifer treatment
		Green Creek conifer treatment
		2012 Green Creek conifer treatment maintenance
		2014 Green Creek conifer treatment maintenance
		2018 Green Creek conifer treatment maintenance
		2017 Green Creek pile burn
	HIR1-2-B: Maintain existing meadow habitat protective enclosures in the Bodie Hills portion of the Bodie PMU. Incorporate targeted short-duration grazing to improve brood meadow forb production where appropriate.	
		Murphy Meadow #1 fence conversion and yearly enclosure maintenance
		Upper Bodie Creek riparian pasture
		Aspen B1072 enclosure
		Artesian Spring enclosure
		Murphy Meadows enclosure #2
		Aspen P1094 enclosure
		7 Troughs Riparian Pasture
		Fourway Meadow enclosure
		N. Potato Peak Meadow enclosure
		Aspen P1094A enclosure
		Aspen B1075 enclosure
		Aspen B1076 enclosure
		Upper Geiger meadow enclosure
		Geiger Meadow #1 enclosure maintenance
		Geiger Meadow #2 enclosure maintenance
		Kirkwood Meadow restoration
	HIR1-3-B: Continue meadow habitat improvement efforts on public and private lands in Upper Aurora Canyon in the Bodie PMU.	
		Private Lands-EQIP/WHIP program rabbitbrush control
		Upper Aurora Canyon meadow improvement
		Aurora meadow owing
		Aurora Canyon electric fence
		Aurora Canyon headcut stabilization
		Aurora Canyon enclosure maintenance
	HIR1-4-B: Complete the planned removal of the Bodie to Fletcher transmission line that traverses portions of both the Bodie and Mount Grant PMUs.	
		Bodie sub to Fletcher sub power line removal

	HIR1-5-B: Continue to manage permitted livestock grazing to maintain current nesting habitat quality in the Bodie Hills breeding complex in the Bodie PMU.	
		Bodie Mountain Allotment
		Dog Creek Allotment
		Green Creek Allotment
		Mono Sand Flat Allotment
		Mormon Ranch Allotment
		Potato Peak Allotment
		Rancheria Gulch Allotment
		Aurora Canyon Allotment
		15 Year CRP Lease
	HIR1-6-B: Complete the ongoing NEPA analysis to support implementation of sage-grouse habitat improvement projects in the Bodie PMU consistent with the findings of the Bodie Hills Conservation Action Plan (Provencher et al. 2009).	
		Bodie Hills Upland Vegetation Restoration Programmatic NEPA
	HIR1-7-B: Complete the Lime Kiln windmill removal and solar pump replacement project in the southern portion of the Bodie PMU.	
		Incomplete
	HIR2-1-B: Evaluate stringer meadows, spring complexes, and irrigated meadows in the Bodie PMU as potential brood habitat improvement sites. Design and implement site specific habitat improvement projects based on the results.	
		Warm Springs meadow improvement
		Private Lands - EQIP/WHIP program project-watering facility to redistribute livestock
		Field tour with Sherm Swanson to assess riparian areas
		Drafted EA and NEPA for Bodie Hills meadow restoration
	HIR2-2-B: Evaluate mid-elevation sagebrush habitats in the Bodie Hills breeding complex for potential early brood habitat improvement sites in the Bodie PMU. Design and implement site specific habitat improvement projects based on the results.	
		Noxious weed survey and treatment
	HIR1-1-SM: Continue to implement and enforce seasonal road closures designed to reduce human disturbance on public lands in the vicinity of Lek 1, Lek 5, and Lek 8 in the Long Valley portion of the South Mono PMU.	
		Lek 8 nesting habitat seasonal closure
		Lek 1 nesting habitat seasonal closure
		Lek 5 nesting habitat seasonal closure
		Long Valley seasonal road closure
	HIR1-2-SM: Continue to monitor for illegal vehicle use and camping within the Long Valley portion of the South Mono PMU. Increase law enforcement presence and enforcement activities were required to minimize or eliminate recreation impacts.	
		Shepherd's Tub vegetation restoration
		Habitat protection through boulder placement
		Inyo NF Long Valley recreation monitoring
		Long Valley restoration project

		Bishop BLM Long Valley recreation monitoring
	HIR1-3-SM: Implement the proposed tree encroachment removal project near Sagehen Summit in the South Mono PMU.	
		2014 Sagehen Summit conifer treatment
		Sagehen II Sage-Grouse Habitat Enhancement Project NEPA
		2018 Sagehen II conifer treatment
	HIR1-4-SM: Continue to monitor implementation of new grazing permit terms and conditions in the Long Valley portion of the South Mono PMU. Identify priorities for more intensive management attention, especially in upland sagebrush types.	
		Annual livestock grazing monitoring
	HIR1-5-SM: Complete the windmill removal and solar pump replacement projects in the Adobe Valley portion of the South Mono PMU.	
		Four Adobe Valley windmills removed and conversion to solar
	HIR1-6-SM: Maintain the Indian Spring protective fence in the Mono Basin portion of the South Mono PMU.	
		Fence removed after fire. Now riparian area is monitored and maintained.
	HIR2-1-SM: In drought years, work with the LADWP to prioritize irrigation for important brood meadows (e.g., Laurel meadows) in the Long Valley portion of the South Mono PMU.	
		CDFW works with LADWP to advise on best irrigation practices
		LADWP, CDFW, USFWS, Audubon met to discuss water allocation strategies in Long Valley that provide adequate habitat for bird and fish species while maintaining LADWP's mission to provide water to paying customers
		LADWP submitted a commitment letter to the USFWS stating willingness to manage their land with best management practices for sage-grouse in mind
		LADWP developed and implemented and Adaptive Management Plan for watering in Long Valley
Research and Monitoring: Implement a coordinated interagency research and monitoring program to support the conservation and management of greater sage-grouse populations and habitats within the Bi-State Plan area.		
	RAM1-1: Coordinate annual lek monitoring efforts across state and federal jurisdictional boundaries.	
		Annual lek counts are carried out by a diversity of partners across the Bi-State
	RAM1-2: Increase the level of interagency support and effort for annual lek counts in the Pine Nut, Desert Creek-Fales, Mount Grant, and White Mountains PMUs. Implement "saturation counts" where logistically feasible.	
		Beginning in 2012 NDOW, Bishop BLM, Carson BLM, USGS, CDFW determine staff needs and coordinate lek surveys in Pine Nut, Desert Creek-Fales, Mt. Grant, and White Mountain PMUs
	RAM1-3: Maintain the current level of interagency support and effort required to conduct annual "saturation counts" in the Bodie and South Mono PMUs.	

		Annual coordinated saturation counts. BIFO/CDFW leads the coordination of these counts. LADWP, NRCS, USFS and volunteers are involved
	RAM1-4: Conduct a systematic aerial inventory of potential breeding habitats in the Bi-State area to identify new or previously undocumented leks.	
		Aerial lek inventory occurred in 2012
	RAM1-5: Focus aerial lek monitoring efforts on remote or otherwise inaccessible locations. Augment aerial surveys with ground counts when and where logistically feasible.	
		Aerial helicopter surveys are conducted most years in hard to access areas in the the Pine Nut, Desert Creek and Mount Grant PMUs
	RAM1-6: Increase the level of volunteer training and support for annual lek monitoring efforts in the Bi-State area.	
		Mono County Lek tour and training
		Annual Bi-State volunteer lek survey training
	RAM1-7: Incorporate lek habitat inventory and assessment protocols identified in the interagency Sage-Grouse Habitat Assessment Framework (Stiver et al. 2010) into lek inventory and monitoring efforts in the Bi-State area.	
		Sage-grouse HAF conducted on leks within Mount Grant PMU in FY19 included Baldwin Canyon, Nine Mile Flat, Nine Mile 2, and Mudspring leks. 4 more in Pine Nut PMU
	RAM1-8: Develop and implement a standardized lek location database for documented (active and historic) leks in the Bi-State area.	
		Development of the California Lek database
		Development of the integrated lek database (CA and NV)
	RAM2-1: Identify and map existing sagebrush habitats and important sage-grouse habitats within each PMU. Develop a draft interim habitat map for the Bi-State area by April 30, 2012. Complete a final interim habitat map for the Bi-State area by September 30, 2012.	
		Published map of BSSG habitat
	RAM2-2: Incorporate standardized vegetation and environmental characteristics data sampling into existing agency vegetation inventory and monitoring protocols to support the development and implementation of the Conservation Planning Tool (CPT).	
		Standardized vegetation sampling protocols for treatment efficacy
		Standardized vegetation sampling protocols for nest and brood sites
	RAM2-3: Incorporate multi-scale sage-grouse habitat inventory and assessment protocols identified in the interagency Sage-Grouse Habitat Assessment Framework (Stiver et al. 2010) into habitat inventory and monitoring efforts in the BiState area.	
		Annual vegetation monitoring and treatment efficiency monitoring
	RAM3-1: Continue and expand the on-going telemetry effort in the Pine Nut PMU. Incorporate additional capture locations into the study design based on lek inventory results.	

		Capture and monitoring efforts in the Pine Nut PMU (2012-2015)
	RAM3-2: Implement a new telemetry effort in the Mount Grant PMU to supplement and expand on previous efforts focused in the Bodie PMU. Focus initial capture efforts in the China Camp, Baldwin Canyon, Aurora and Lapon Meadows lek areas, as well as brood rearing habitat on Ninemile Ranch and Scierine Ranch. Incorporate additional capture locations into the study design based on lek inventory results.	
		Capture and monitoring efforts in the Mount Grant PMU (2012-2018 and 2021)
	RAM3-3: Implement a new telemetry effort in the Desert Creek portion of the Desert Creek-Fales PMU to supplement and expand on previous efforts. Focus initial capture efforts in the Desert Creek, Sweetwater and Wiley Ditch lek areas, as well as brood-rearing habitats on the Desert Creek Ranch, Sweetwater Ranch and Scierine Ranch. Incorporate additional capture locations into the study design based on lek inventory results.	
		Capture and monitoring efforts in the Desert Creek-Fales PMU (2012, 2015-2018)
	RAM3-4: Implement a new telemetry effort in the White Mountains PMU to supplement and expand on previous efforts. Incorporate the use of GPS technology to improve data collection capabilities in the White Mountains. Incorporate additional capture locations into the study design based on lek inventory results.	
		Capture and monitoring efforts in the White Mountain PMU (2013, 2016-2021)
	RAM3-5: Continue and supplement the on-going radio telemetry effort in the South Mono PMU. Focus new capture efforts in the Sagehen Summit, Sagehen Meadows, Gaspipe Spring and McLaughlin Spring areas. Incorporate additional capture locations into the study design based on lek inventory results.	
		Capture and monitoring efforts in the South Mono PMU (2014-2021)
	RAM3-6: Continue and supplement the on-going telemetry effort in the Fales Portion of the Desert Creek-Fales PMU. Focus additional capture efforts in the upper elevations of the Sweetwater Range and in the Huntoon Valley. Incorporate additional capture locations into the study design based on lek inventory results.	
		Incomplete
	RAM3-7: Continue and supplement the on-going radio telemetry effort in the Bodie PMU. Focus additional capture efforts in previously un-sampled lek areas and habitat restoration project areas. Incorporate additional capture locations into the study design based on lek inventory results.	
		Capture and monitoring efforts in the Bodie Hills PMU (2012-2021)
	RAM3-8: Collect vegetation and environmental characteristics data at telemetry relocation points and random points following standardized protocols to support the development and implementation of the Conservation Planning Tool (CPT).	
		Vegetation characteristics collected at telemetry locations

	RAM3-9: Incorporate the use of GPS technology into the study design for ongoing and planned telemetry efforts to collect data on intra-day and potential long-range and inter-PMU movements.	
		USGS deploys GPS collars to monitor sage-grouse movement
	RAM3-10: Collect feces in addition to environmental and vegetation characteristics data at winter relocations for diet quality analysis using gas chromatography	
		UC Davis diet and behavioral study was completed
	RAM4-1A: Collect a blood sample from each captured bird and submit these samples to the University of Denver for genetic analyses.	
		Blood samples are collected
	RAM4-1B: Collect feathers from each captured bird and submit these samples to the University of Idaho and/or the US Forest Service Rocky Mountain Research Station (RMRS) genetics lab in Missoula, Montana for genetic analyses.	
		Feathers are collected
	RAM4-1C: Collect morphological measurements from each captured bird to calculate body condition index (BCI) by obtaining mass, flat wing, tarsus, and culmen measurements.	
		Morphological measurements are collected
	RAM4-2: Collect feathers from each monitored lek and submit these samples to the University of Idaho and/or the US Forest Service RMRS genetics lab in Missoula, Montana for genetic analyses.	
		Feathers are collected and genetic analyses are complete
	RAM5-1A: Develop and implement a standardized spatial database (ArcMap geodatabase) to collect and store all greater sage-grouse conservation related project work occurring in the Bi-State area. Coordinate geodatabase development with signatories to the Bi-State MOU and the Bi-State LAWG to ensure end user compatibility. Populate the geodatabase with conservation actions completed to date by September 30, 2012. Establish procedures for effective and efficient geodatabase maintenance and distribution.	
		Geodatabase to track BSSG projects was developed
	RAM5-1B: Develop and implement a standardized tabular database (Microsoft Access database) to collect and store all greater sage-grouse related conservation work occurring in the Bi-State area. Coordinate database development with signatories to the Bi-State MOU and the Bi-State LAWG to ensure end user compatibility. Populate the database with conservation actions completed to date by September 30, 2012. Establish procedures for effective and efficient database maintenance and distribution.	
		Tabular database was developed
	RAM5-2: Investigate options to develop and implement an Interagency BiState Sage-Grouse Conservation sharepoint site to facilitate collaborative projects and data sharing. If determined to be feasible, establish the sharepoint site and provide access to signatories of the Bi-State MOU.	
		Google Drive created

Maintaining Stakeholder Involvement: Develop active, well informed, local planning groups committed to the development and implementation of sage-grouse conservation actions within the Bi-State Plan area.		
	MSI1: Continue to support the stakeholder based Bi-State Local Area Working Group (LAWG) process to identify, develop, and implement PMU specific conservation actions for greater sage-grouse populations and habitats in the Bi-State area.	
		The Sage-Grouse Conservation Plan for Bi-State Area is updated through meetings held by the Technical Advisory Committee
	MSI1-2: Conduct PMU planning meetings on an as needed basis to address PMU specific issues and to identify, develop, and prioritize PMU specific conservation actions.	
		Minden NRCS SGI SWAT Workshop
		Long Valley Tribal Forum
		Adobe Field Tour
		Parker Meadow Field Tour
		Presentation on the BSSG to the LA Audubon in Bishop
		Aurora Canyon Road Hydrology Restoration Field Trip
		Pine Nut Project Field Tour with Assistant Secretary of Interior
		Pine Nut Project, Field tour with NCCS regional director
		Pine Nut Land Health Annual Meeting
		LAWG Field Tour of 9 Mile Ranch
		Nevada PMU Meeting
		Parker Meadow Disturbance Meeting
	MSI1-3: Conduct Bi-State LAWG planning meetings on a semi-annual basis to review the status of greater sage-grouse populations and habitats in the Bi-State area and to identify, prioritize, and coordinate implementation of annual conservation actions. Continue University of Nevada Cooperative Extension facilitation of the BiState LAWG meeting.	
		Annual Bi-State LAWG meetings held
	MSI2-1: Conduct workshops to provide information about programs available to assist ranchers and other private landowners that may be interested in the implementation of sage-grouse conservation projects and to explore opportunities for cooperative conservation of sage-grouse in the Bi-State area.	
		Bi-State landowner open house
		RCPG Grant meeting
		Deep Springs resource management team meeting
		Mono County meetings
	MSI2-2: Develop and publish a Bi-State LAWG sage-grouse conservation newsletter.	
		Mailchimp e-newsletter was created
	MSI2-3: Develop and implement a publically accessible Bi-State LAWG Sage-Grouse Conservation webpage to facilitate the sharing and distribution of information specific to greater sage-grouse conservation efforts in the Bi-State area.	
		Website was created and is maintained to provide BSSG related information



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2023-4263

Update on Nighttime Air Ambulance Service to the Lone Pine Airport Public Works

NO ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

Receive an update from the Airport Division and Global Air Medical/Sierra Lifeflight on the current restrictions to nighttime air ambulance service to the Lone Pine/Death Valley Airport.

BACKGROUND / SUMMARY / JUSTIFICATION:

In late April of last year, it was brought to the County's attention at an Inyo County Emergency Medical Care Committee (EMCC) meeting that Lifeflight aircraft were no longer able to fly into the Lone Pine/Death Valley Airport (Airport) after dark. Staff immediately reached out to local Lifeflight management to understand the new restriction. It was explained that their parent company, Global Medical Response (GMR), had recently modified their operating procedures after an accident in the Reno area. One of the new restrictions states that nighttime operations are only allowed at airports with Instrument Approach Procedures, which provide guidance to pilots when landing in low visibility conditions. This restriction impacts aircraft landing at the Airport after dark, but does not limit nighttime departures.

The Airport does not have a published approach procedure, in large part due to the fact that it is in a Military Operating Area (MOA). Restrictions on Instrument Flight Rules operations within Special Use Airspace would render the procedure unusable, per the FAA's Western Flight Procedures Team.

As Lifeflight, and parent company GMR, are well aware of the importance of their services to southern Inyo County, they have hired a consultant to create a safety plan for nighttime operations at the Airport. The consultant is assessing the current operating procedures, the surrounding terrain, and the facilities at the Airport (airfield lighting, weather reporting, navigational aids, etc), and will make recommendations for supplemental training and procedures that may make the resumption of nighttime operations possible. This report is anticipated to be completed in March.

In the long term, there is the possibility of a private approach procedure that would be solely for use by Lifeflight, and likely only at night when the MOA is less active. Before the development of a private approach procedure could start, coordination is necessary between the three Air Traffic Facilities who oversee the region and the Department of Defence users of the MOA. Private procedures take 18 months to two years to be developed by a consultant and be approved by the FAA.

FISCAL IMPACT:

Not Applicable.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not applicable - this is an informational item only.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Ashley Helms	Created/Initiated - 10/24/2023
Darcy Ellis	Approved - 10/25/2023
Ashley Helms	Approved - 2/13/2024
John Vallejo	Approved - 3/14/2024
Nate Greenberg	Final Approval - 3/25/2024



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AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-160

Broadband Project Prioritization Workshop County Administrator NO ACTION REQUIRED

ITEM SUBMITTED BY

Scott Armstrong, Regional Broadband Coordinator

ITEM PRESENTED BY

Scott Armstrong, Regional Broadband Coordinator

RECOMMENDED ACTION:

- A) Conduct workshop regarding Broadband Project Prioritization in Inyo County; and
- B) Provide any follow-up direction to staff as necessary.

BACKGROUND / SUMMARY / JUSTIFICATION:

This item is a workshop regarding Broadband Project Prioritization in Inyo County and a chance for your Board to provide any follow-up direction to staff as necessary.

FISCAL IMPACT:

Funding Source	n/a	Budget Unit	n/a
Budgeted?	n/a	Object Code	n/a
Recurrence	n/a		
Current Fiscal Year Impact			
none			
Future Fiscal Year Impacts			
none			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to not conduct this workshop, and/or provide alternate direction to staff with regard to overarching broadband prioritization strategies.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Scott Armstrong
Darcy Ellis
Scott Armstrong
Nate Greenberg

Created/Initiated - 3/21/2024
Approved - 3/21/2024
Approved - 3/21/2024
Final Approval - 3/26/2024



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-196

Contract for Public Defender Services for Bryan Mack County Counsel/County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

John Vallejo, County Counsel

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
John Vallejo, County Counsel

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and Bryan Mack for the provision of public defender services in an amount not to exceed \$600,000 for the period of May 1, 2024, through June 30, 2027, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

The government is mandated to provide public defender services to indigent criminal defendants and other individuals facing potentially serious restrictions to their fundamental rights. California delegated this responsibility to counties. Inyo County provides public defender services through contracts with private attorneys, but is experiencing, and has experienced for many years now, significant challenges retaining attorneys to fill the contracts needed to meet the public defender caseload. Inyo County staff and partner agencies identified at least two issues contributing to these challenges:

1. The unique contract structures; and
2. The level of compensation provided to our contracted public defenders.

This agenda item is brought before your Board with the goal of addressing those issues with the ultimate goal of more successfully recruiting and retaining public defenders.

After consulting with the Inyo County Superior Court, the District Attorney's Office, as well as current and former public defenders, Inyo County revised the scopes of work provided for in the public defender contracts. In summary, there will now be one contract that has an emphasis on felonies with significant exposure to incarceration and less emphasis on non-criminal assignments, but is otherwise general, and three contracts that are otherwise generic in scope. These scopes of work are broader than the current contract structures in order to allow for greater redundancy and coverage between the contracts in the case of temporary absences from one or more public defenders and/or vacancies in a contract(s), seek to avoid unnecessary creation of conflicts, and should assist in our recruitment efforts to better appeal to out-of-area attorneys. The agreement before you today with Mr. Mack is for one of the three contracts that are otherwise generic in scope.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	022600
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
There should not be a significant impact in the current fiscal year, as there have been Public Defender vacancies that have created some savings in the budget.			
Future Fiscal Year Impacts			
The increase in the amount for each of the Public Defender contracts will have an impact of approximately \$100,000 in the next fiscal year, and will continue to rise in future years due to the increase that will be built in for each fiscal year.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not enter into this agreement and not have public defenders available on contract. This would lead to an unknown increase in overall costs to the County due to the Constitutional mandates for the County to provide public defender services to indigent defendants and having to hire out-of-contract attorneys for such services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Administration, Superior Court, District Attorney

ATTACHMENTS:

- Public Defender Contract - Mack

APPROVALS:

Denelle Carrington	Created/Initiated - 3/9/2024
Darcy Ellis	Approved - 3/9/2024
John Vallejo	Approved - 3/25/2024
Amy Shepherd	Approved - 3/26/2024
Nate Greenberg	Final Approval - 3/26/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND BRYAN MACK, ATTORNEY AT LAW,
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for **Bryan Mack** (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the judges of the Superior Court of Inyo County. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and professional 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 is for the period from May 1, 2024 to June 30, 2027 In addition, County shall have an option to extend the Agreement for additional one-year periods as follows:

3. CONSIDERATION.

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which

Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for any public defender services provided. In addition, Contractor shall not, by virtue of this Agreement, be entitled 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.

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to ensure that all services and work under this Agreement will be performed in a timely manner.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. COUNTY PROVIDED SERVICES AND SUPPLIES.

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

7. COUNTY PROPERTY.

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

8. PRODUCTS OF CONTRACTOR'S WORK AND SERVICES.

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

10. INSURANCE.

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

11. STATUS OF CONTRACTOR.

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

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

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

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

12. DEFENSE AND INDEMNIFICATION.

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

13. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of County shall have access to files and records directly related to this Agreement, which are not otherwise legally privileged information, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

14. NONDISCRIMINATION.

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

15. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor one hundred eighty (180) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving one hundred eighty (180) days written notice of such intent to cancel to County.

16. TERMINATION OF THIS AGREEMENT.

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

17. TERMINATION OF PREVIOUS AGREEMENT.

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

18. ASSIGNMENT.

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

19. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

20. 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-eight (29) below.

21. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

22. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

23. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

24. 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.

25. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-seven (27) (Amendment).

26. RENEGOTIATION.

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-seven (27) (Amendment).

27. 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.

28. NOTICE.

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

COUNTY OF INYO:	
<u>County Administrator</u>	Department
<u>224 North Edwards</u>	Street
<u>P.O. Drawer N</u>	
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:	
<u>Bryan Mack</u>	Name
<u>P.O. Box 5</u>	Street
<u>Big Pine, CA 93513</u>	City and State

29. 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.

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Bryan Mack
Signature

Dated: _____

Bryan Mack

Dated: Mar 20, 2024

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Mar 20, 2024 16:11 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND BRYAN MACK
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: May 1, 2024 TO: JUNE 30, 2027

SCOPE OF WORK:

1. PRIMARY RESPONSIBILITIES.

A. **WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

B. DEFINITIONS.

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. **ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Scope of Work, Attachment A to this Agreement, attached hereto and by referenced incorporated herein.

D. **TIME CONFLICT CASES.** Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Scope of Work, Attachment A, to this Agreement.

E. **TIME CONFLICT CASES LIMITATION.** This contract contemplates a total of four Public Defender Contracts to generally handle the total public defender caseload of Inyo County except where conflicts of interest make that an impossibility. Should one or more of those other contracts not be filled, the County will ensure that the Superior Court is informed of such fact, and that a roughly equivalent percentage of the cases that would otherwise be handled by those unfilled contracts are assigned to attorneys out of contract. For example, if one of the four contracts is not filled, on average every fourth assignment should be assigned to an attorney out of contract. Upon 30 days of any such vacancy(s), Contractor shall have the right to decline any appointments in excess of Contractor's relative share of case assignments. Alternatively, Contractor may voluntarily accept the additional workload for the added compensation set forth in Attachment B.

F. **WAIVER.** The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND BRYAN MACK
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: May 1, 2024 TO: JUNE 30, 2027

SCOPE OF WORK:

During the period of this Agreement, Contractor, together with other indigent defense counsel under direct contract with County shall provide representational services to all eligible clients in Inyo County trial court actions or proceedings.

Contractor shall have a subordinate priority assignment for any cases which includes a of a felony that can be punished by the low term of confinement, as defined by the California Penal Code, of two years or greater, and/or any sexually violent predator cases.

Contractor shall handle conflict case assignments to dependency, delinquency, child support, mental health and conservatorship cases, patient rights advocate cases, AB 109 revocation hearings and any other matter in which the County is obligated to provide public defender services.

Contractor's lower priority assignments do not apply to clients that the Contractor previously represented for which an assignment would best avoid current or future conflicts of interest.

Note: The Coverage Table set forth above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

Contractor may informally coordinate with other contracted Inyo County Public Defenders to arrange for more efficient coverage of criminal calendars between the two Inyo County court locations.

DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code

section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.

4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

H. MONTHLY CASE REPORTING OF HOURS AND COSTS. Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

[ATTACHMENT B FOLLOWS]

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND BRYAN MACK
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: May 1, 2024 TO: JUNE 30, 2027

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor on or before the first (1st) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

- A. From May 1, 2024 through June 30, 2027: \$169,200 annual / \$14,100 per month, provided, however, that Contractor shall receive the same cost of living adjustments provided to Inyo County Senior Deputy District Attorney employees.
- B. A stipend of five thousand dollars (\$5,000) for the purpose of establishing and maintaining a physical office within Inyo County where Contractor will regularly work and meet with clients in the performance of this Agreement, payable together with or concurrent with the first payment made under this Agreement.
- C. An annual reimbursement per calendar year of up to one thousand dollars (\$1,000) for continuing legal education and trainings, public defender association and/or other memberships directly relevant to the scope of services provided for in this Agreement.

For a total amount not to exceed six hundred thousand dollars (\$600,000).

2. TIME CONFLICT LIMITATION AND COMPENSATION:

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

3. INCIDENTAL EXPENSES:

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case.

Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's immediate prior Monthly Case Report submitted under Section H of Attachment A, and applied to the amount that dependency funding is reduced by the Court.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A, with the exception of the representation of parties in matters arising under WIC section 300.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND BRYAN MACK
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: May 1, 2024 TO: JUNE 30, 2027

SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:

1. Upon Contractor's written request, County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.

ATTACHMENT D
AGREEMENT BETWEEN COUNTY OF INYO
AND BRYAN MACK
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: May 1, 2024 TO: JUNE 30, 2027

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT E

**AGREEMENT BETWEEN COUNTY OF INYO
AND BRYAN MACK
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: May 1, 2024 TO: JUNE 30, 2027

SEE ATTACHED INSURANCE PROVISIONS






Public Defender Contract - Mack - April 2024

Final Audit Report

2024-03-20

Created:	2024-03-19
By:	Nate Greenberg (ngreenberg@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX-A2hWfcZsv0rEmf6LMs0LLKbUr7xOQc

"Public Defender Contract - Mack - April 2024" History

-  Document created by Nate Greenberg (ngreenberg@inyocounty.us)
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Attachment C: 2022 Insurance Requirements for Professional Services – Other Legal

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
2. **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. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving one-on-one work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss.
3. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor 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. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.*
4. **Workers' Compensation** insurance 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. *Provision may be waived with signed letter on contractor's letterhead certifying that contractor has no employees.*

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and 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

Attachment C: 2022 Insurance Requirements for Professional Services – Other Legal

County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

Waiver of Subrogation: Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor 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 Contractor to purchase coverage with a lower retention or 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Attachment C: 2022 Insurance Requirements for Professional Services – Other Legal

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and 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 and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 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.

Subcontractors: Contractor 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.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances: 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.

-end-










Public Defender Contract - Mack - April 2024 - signed

Final Audit Report

2024-03-22

Created:	2024-03-20
By:	John-Carl Vallejo (jcvallejo@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATsud1mdfKbtXMHecQF5gmt3hoU99D47i

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-  Document e-signed by John-Carl Vallejo (jcvallejo@inyocounty.us)
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-  Agreement completed.
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INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 2, 2024

Reference ID:
2024-140

Zone Text Amendment (ZTA) 2024-01/Short-term Rental of Residential Property

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

- A) Conduct a public hearing on a proposed ordinance titled: "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Inyo County Code Chapter 18.73, Sections 18.73.030, 18.73.040 A, 18.73.070, 18.73.080 of the Inyo County Code;"
- B) Make the recommended findings and certify that the action is exempt from CEQA;
- C) Waive further reading of and enact said ordinance; and
- D) Lift the moratorium placed on short-term rental applications.

BACKGROUND / SUMMARY / JUSTIFICATION:

At the direction of the Board of Supervisors, staff has prepared updates to the County's Short-term Rental of Residential Property Ordinance. These updates include adding short-term rental areas and caps, time limits, insurance requirements, removing certain outdoor fires as an allowed use and changes to the enforcement process. A moratorium has been active on short-term rental applications since October 25, 2022 and has been extended to end November 25, 2024 unless lifted by the Board of Supervisors. This project is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15301 – Existing Facilities Class 1.

Short-term Rental Areas

Short-term rental areas have been developed based on geographic locations to set the total number of hosted short-term rental permits that will be allowed. These areas are shown on the attached maps and are used to determine the capped number of permits.

Caps

A 3-percent cap on short-term rentals was requested by the Board to use for the short-term rental program and is illustrated on the following table:

Area	Available units	3% of available	Total Permits	Additional allowed @ 3%
Starlite	76	2	5	-3
Aspendell/Mountain View	155	5	4	1
Lone Pine	701	21	35	-14

North County	183	5	7	-2
McLaren_Milovich_Desiderata	271	8	8	0
Sunrise/Sunset	499	15	7	8
South_Southeast County	571	17	6	11
Big Pine	600	18	5	13
Dixon/Meadow_Brockman_Early Pond	611	18	7	11
South of Line Street_Poleta	375	11	3	8
Independence	291	9	2	7
Wilkerson_Bishop Creek_ Chipmonk Rossi	279	8	1	7
Total	4,612	137	90	47

The negative numbers indicate how many permits over the cap these areas will already have, once the cap is imposed, or the number that would have to be relinquished or revoked before new permits can be granted.

One cap (3-percent) is being used for all areas to:

- Keep the implementation of the short-term rental ordinance less complicated; and,
- Keep the percentages even and fair throughout the County so as not to cause limitations or benefits for property owners in some areas and not in others.

Unused permits

As seen in the above table, in certain areas these caps will make getting a new hosted short-term rental permit impossible unless an existing permit is revoked or voluntarily relinquished. This applies to areas that have already met the cap, such as Starlite, the Lone Pine area and North County, or reach the cap soon after it is imposed, such as Aspendell/Mountain View. Because of this, an update to the code addressing unused permits has also been included in the proposed update. A proxy to monitor short-term rental permit use will be a check on Transient Occupancy Tax (TOT) payments. If a short-term rental permit holder has not paid TOT for a full year, staff will consider it an unused permit and require that it be relinquished. This will necessitate an annual review of permit use based on TOT to be conducted on new short-term rental permits. The draft ordinance directs this to be conducted by planning staff once a year.

Time Limits

Along with the caps, the Board expressed a lot of interest in limiting the time of a hosted short-term rental permit, so they do not remain active forever without a renewal cycle mechanism. This time limit can only be applied to new permits granted after the ordinance update and not to permits granted prior. The update proposes that all new short-term rental permits are three-year permits. A renewal application will be required for additional three-year permit terms. The application requirements, include:

- A check to ensure verifiable violation complaints have not been received on the short-term rental.
- Verification from the Building and Safety Department that no building code violations have been sited on the property or the building the short-term rental is permitted for.
- Verification from the Environmental Health Department that no well, septic, or other health and safety violations have been found on the property or the building the short-term rental is permitted for.
- Verification that TOT was paid during the previous year.

Additional Changes

The proposed updates also include:

- Prohibiting outdoor fires except for gas fire stoves and barbecues and fire places that have an on/off switch that is capable of immediately extinguishing the flame when turned to the “off” position.
- Adding a requirement to show proof of insurance as part of the application process.
- Requiring that a short-term rental permit holder notify the County when they sell the property the permit is associated with.
- Changing the enforcement process to assigning the Planning Commission as the revocation hearings board from the Planning Director having the authority to revoke, and changing the requirement from the

permit holder to address nuisance complaints within 45-90-minutes and contact the Planning Department within twenty-four hours of the complaint, to: the permit holder being responsible for contacting the tenant to correct the problem and provide a written report to the Planning Department within three-days. This change is included because most short-term rental nuisance violations happen on the weekends when county staff is not readily available to verify complaints or an owner's reaction to complaints.

Planning Commission

The Planning Commission held a duly noticed public hearing on February 28, 2024 and adopted a resolution (attached) by a 5-0 vote to recommend that the Board of Supervisors approve the Ordinance. One suggested change from staff's draft was brought forth during the public hearing with regard to allowing gas fire stoves and barbecues as long as they have an on/off switch that is capable of immediately extinguishing the flame when turned to the "off" position. The gas stove and barbecues exception has been incorporated into the update.

Recommended Findings

1. This proposed ordinance is covered by CEQA Exemption Class 1 Existing Facilities (15301). (Evidence: projects subsequent to this ordinance will be pursuant to CEQA Guidelines Section 15301 Existing Facilities Class 1, as Short-term Rentals are defined as a means to provide transient lodging in an existing residential dwelling unit in the One Family Residential, Rural Residential, Rural Residential-Starlite, Multiple Family 2-Units, and Open Space Zones, and will involve negligible or no expansion of an existing allowed use. Proposals such as these fall into the Categorical Exemption Class 1 Existing Facilities (15301).)

2. Based on substantial evidence in the record, the proposed Zoning text Amendment is consistent with the Goals and Policies of the Inyo County General Plan. (Evidence: The County's General Plan states, in Policy No. LU-2.17, that the County shall encourage home occupations (small scale commercial activities and uses). Such commercial activities and uses located in residential areas shall be permitted only when they do not negatively impact the residential character of the neighborhood in which the activity takes place. The proposed new language directly addresses potential negative impacts to the residential character of the neighborhood in which the activity takes place, by restricting the number of allowed short-term rentals in defined areas and restricting certain outdoor fires. The changes also enhance enforcement capabilities, which mitigates nuisances that, in turn, helps to protect residential characteristics.)

3. Based on substantial evidence in the record, the proposed Zone Text Amendment is consistent with Title 18 (Zoning Ordinance of Inyo County Code). (Evidence: The updates to Chapter 18.73 Short Term Rental of Residential Property maintain consistency with the descriptions of 18.12 Open Space, 18.21 Rural Residential, 18.22 Rural Residential Starlite, 18.30 One family residential 18.33 and, Multiple Residential 2-units as it does not change the intent or purpose of the use descriptions as described within Title 18. Chapter 18.73 provides for the conditions in which short-term rentals may operate, and provides restrictions and regulations related to the use. The character of residential neighborhoods will not be directly affected by these amendments and, therefore, the amendments will not affect the intent of Title 18 to direct certain types of land uses to specific areas within the County.)

ATTACHMENTS

- Map of Short-term Rental Areas
- Planning Commission Resolution
- Draft Ordinance
- Title 18.73 changes in strike out and underline

FISCAL IMPACT:			
Funding Source	General Fund	Budget Unit	23800
Budgeted?	Yes	Object Code	

Recurrence	Ongoing Expenditure	
Current Fiscal Year Impact		
Future Fiscal Year Impacts		
Additional Information		

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

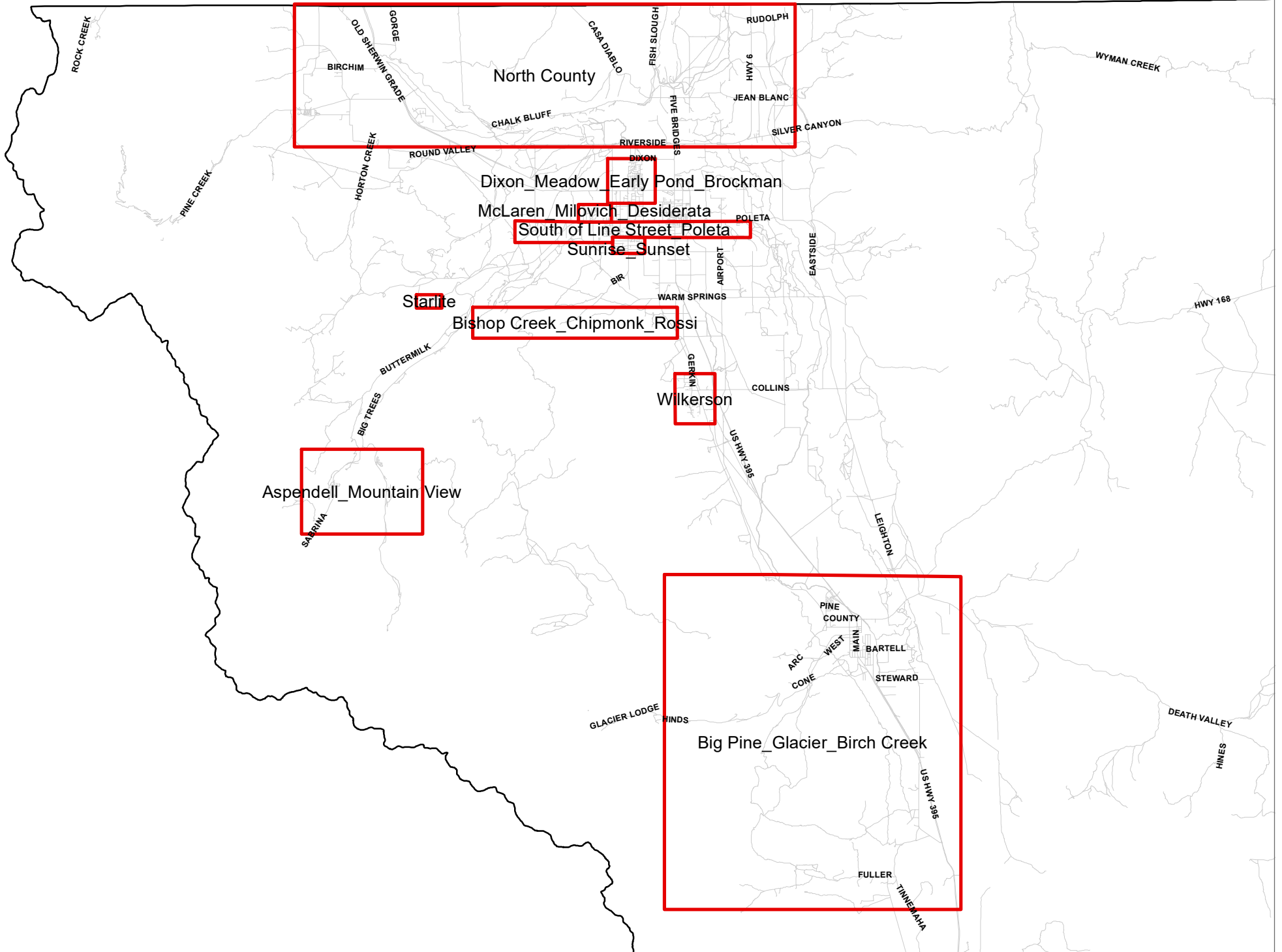
ATTACHMENTS:

1. STR Area Maps
2. STR Reso 2.28.2024
3. STR Ordinance Update
4. STR Updates - strike out and underline

APPROVALS:

Cathreen Richards	Created/Initiated - 3/20/2024
Darcy Ellis	Approved - 3/25/2024
Christian Milovich	Approved - 3/26/2024
Nate Greenberg	Approved - 3/26/2024
John Vallejo	Approved - 3/26/2024
Amy Shepherd	Approved - 3/26/2024
Cathreen Richards	Final Approval - 3/26/2024

Short-term Rental Areas - North



RESOLUTION NO. 2024-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE ZONE TEXT AMENDMENT NO. 2024-01 INYO COUNTY

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the 15301 Class 1, Existing Facilities as Short-term Rentals are defined as a means to provide transient lodging in an existing residential dwelling unit in the One Family Residential, Rural Residential, Rural Residential-Starlite, Multiple Family 2-Units, and Open Space Zones, and will involve negligible or no expansion of an existing use; and

WHEREAS, the Inyo County Planning Commission held a public hearing February 28, 2024, to review and consider a request for approval of Zone Text Amendment No. 2024-01, and considered the staff report for the project and all oral and written comments regarding the proposal; and

WHEREAS, ICC Section 18.03.020 states in part that it is necessary for the Zoning ordinance and General Plan to be consistent with each other; and

WHEREAS, ZTA 2024-01 is consistent with the Inyo County General Plan as it will not result in higher densities than what is already established in the Inyo County General Plan; and

WHEREAS, ZTA 2024-01 is consistent with the Inyo County Zoning Code as it will not allow for new uses beyond what is already established in the Inyo County Zoning Code under the current Short-term Rental Ordinance, or residential zones.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the February 28, 2024, hearing, including the Planning Department Staff Report, the Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

1. The This proposed ordinance is covered by CEQA Exemption Class 1 Existing Facilities (15301). Projects subsequent to this ordinance will be subject to CEQA Guidelines Section 15301 Existing Facilities Class 1, as Short-term Rentals are defined as a means to provide transient lodging in an existing residential dwelling unit in the One Family Residential, Rural Residential, Rural Residential-Starlite, Multiple Family 2-Units, and Open Space Zones, and will involve negligible or no expansion of an existing use. Proposals such as these fall into the Categorical Exemption Class 1 Existing Facilities (15301).
2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan as it is consistent with all associated land use designations and policies set forth in the Land Use Element of the General Plan as the use will not increase the set densities on any land use designation or otherwise allow uses contrary to the Land Use Element. It also is consistent with Economic Development Goal ED-1 that states: *Promote increased capacity to serve tourists within the County's established urbanized areas, and in those areas with tourist attractions.*
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code as short-term rental activities are allowed pursuant to Chapter 18.73 of the Inyo County and the proposed changes will not expand or increase these already allowed uses.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Approve ZTA 2024-01 based on all of the information in the public record and on the recommendation of the Planning Commission.
2. Certify that ZTA 2024-01 is Exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines.

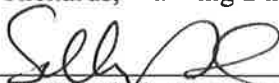
PASSED AND ADOPTED this February 28, 2024, by the following vote of the Inyo County Planning Commission:

AYES: 5
NOES: 0
ABSTAIN: 0
ABSENT: 0



Todd Vogel, Chair
Inyo County Planning Commission

ATTEST: 
Cathreen Richards, Planning Director

By 
Sally Fairclough, Secretary of the Commission

ORDINANCE # 1304

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING INYO COUNTY CODE CHAPTER 18.73, SECTIONS 18.73.030, 18.73.040A, 18.73.070, 18.73.080 OF THE INYO COUNTY CODE PERTAINING TO SHORT-TERM RENTALS, AND RESCINDING THE MORATORIUM SUSPENDING THE ESTABLISHMENT OF NEW SHORT-TERM RENTALS IN ALL LAND USE DESIGNATIONS THROUGHOUT THE UNINCORPORATED AREA OF THE COUNTY.

WHEREAS, on February 20, 2018, the Inyo County Board of Supervisors adopted Ordinance 1224 allowing for the short-term rental (30-days or less) of residentially zoned property; and

WHEREAS, after two years of implementing the short-term rental of residential property ordinance, planning department staff reviewed short-term rental activities and presented them to the Inyo County Board of Supervisors; and

WHEREAS, on February 11, 2020, the Board requested that staff amend the ordinance to remove the non-hosted short-term rental permit and allow for hosted short-term rentals to be allowed in the multiple family two-units zone; and

WHEREAS, the Inyo County Board of Supervisors adopted Ordinance 1251 amending the short-term rental of residential property ordinance; and

WHEREAS, after another two years of implementing the short-term rental of residential property ordinance, planning department staff reviewed short-term rental activities and presented them to the Inyo County Board of Supervisors; and

WHEREAS, in the years between 2020-2022, Inyo County found that it has shortage of long-term rental opportunities; and

WHEREAS, on October 25, 2022, the Inyo County Board of Supervisors, as a policy decision, requested that planning department create short-term rental areas, and caps for those areas, to better manage the number of short-term rentals in the County to help avoid the negative impacts to long-term rental availability; and

WHEREAS, on November 29, 2022, the Inyo County Board of Supervisors placed a 45-day moratorium on short-term rental permits; and

WHEREAS, on January 10, 2023 and again on November 7, 2023 the Inyo County Board of Supervisors extended the moratorium, which will expire on November 25, 2024, to give staff time to update the short-term rental ordinance pertaining to areas, caps, time limits, insurance, outside fires and enforcement; and

WHEREAS, staff prepared a draft ordinance reflecting the Board of Supervisors' request; and

WHEREAS, the Inyo County Planning Commission held a duly noticed public hearing on February 28, 2024 to discuss the proposed changes to the ordinance with regard to consistency with Inyo County zoning code, General Plan and the California Environmental Quality Act; concurred with county staff recommendations; and approved a resolution recommending the Board adopt the updates; and

WHEREAS, after considering staff's proposed changes to Inyo County Code Chapter 18.73 pertaining to short-term rentals and comments from the public, the Inyo County Board of Supervisors desires to terminate the short-term rental moratorium effective concurrent with the effective date of this ordinance; and

NOW, THEREFORE, the Board of Supervisors, County of Inyo, finds and ordains as follows:

SECTION I. All Recitals above are incorporated herein as finding.

SECTION II. Section 18.73.030 of the Inyo County Code is amended in its entirety to read as follows:

“18.73.030 General Requirements.

Short-term rentals may be permitted on properties zoned open space (OS); rural residential (RR); rural residential Starlite; one-family residential (R-1); and multiple residential two-units (R-2) subject to the following requirements and limitations.

A. Limitation on the number of short-term rental permits issued.

1. The number of annual short-term rental permits issued by the county under this Chapter shall be limited by a number derived of 3-percent of available dwelling units per Area as follows:

a. Area 1 - North County shall be comprised of: All of T6S., R31E., T6S., R32E., & T6S., R33E., M.D.B.M. Except Sections 31, 32, 33, 34, 35, 36 in T6S., R31E., T6S., R32E., & T6S., R33E., M.D.B.M. Also except Sections 1, 12, 13, 24 & 25 in T6S., R33E., M.D.B.M.

5 permits.

b. Area 2 - Dixon, Meadow Creek, Early Pond, Brockman shall be comprised of: Sections 35 & 36 in T.6S., R32E., M.D.B.M. The northwest quarter of Section 2, and Lot 2 of the northwest quarter of the northeast quarter of Section 2, T.7S. R32E., M.D.B.M. Including the north half of the northeast quarter of the northwest quarter of Section 1, T7S., R32E., M.D.B.M.

18 permits.

c. Area 3 - McLaren_Milovich_Desiderata shall be comprised of: The southeast quarter of Section 3, T7S., R32E., M.D.B.M. including the east half of the southwest quarter of Section 3, T7S., R32E., M.D.B.M. The south half of Section 2 excluding the area east of Brockman Lane and south of West Line Street, T7S., R32E., M.D.B.M.

8 permits.

d. Area 4 - South of Line Street_Poleta shall be comprised of: The north half including the north half of the south half of Sections 7, 8 & 9, T7S., R33E., M.D.B.M. The north half including the north half of the south half of Sections 8, 9, 10, 11 & 12, T7S., R32E., M.D.B.M. Except for the southeast quarter of Section 11, and the southwest quarter of Section 12, T7S., R32E., M.D.B.M.

11 permits.

e. Area 5 – Sunrise_Sunset shall be comprised of: The southeast quarter of Section 11, and the southwest quarter of Section 12, T7S., R32E., M.D.B.M.

15 permits.

f. Area 6 – Starlite shall be comprised of: The south half of Section 23, including the south half of the north half of Section 23, T7S., R31E., M.D.B.M.

2 permits.

g. Area 7 - Wilkerson_Bisop Creek_Chipmonk_Rossi Hill shall be comprised of: The south half of the south half, Sections 19, 20, 21, 22, 23 & 24, T7S., R32E., M.D.B.M. The south half of the south half, Sections 19 & 20, T7S., R33E., M.D.B.M. The north half of Sections 25, 26, 27, 28, 29 & 30, T7S., R32E., M.D.B.M. Sections 29 & 32, the east half of Section 31, and Section 30 excluding the southwest quarter, T7S., R33E., M.D.B.M. Section 5, the east half of Section 6, the northeast quarter of Section 7 & the north half of Section 8, T8S., R33E., M.D.B.M.

8 permits.

h. Area 8 – Aspendell_Mountain View shall be comprised of: Sections 20, 21, 22, 27, 28 & 29 of T8S., R31E., M.D.B.M.

5 permits.

i. Area 9 – Big Pine_Glacier_Birch Creek shall be comprised of: Sections 8 through 17, 20 through 29, 32 through 36 in T9S., R33E., M.D.B.M. Sections 7 through 10, 15 through 22, 27 through 34 in T9S., R34E., M.D.B.M. Sections 1, 2 & 3, 10 through 15, 22 through 27 in T10S., R33E., M.D.B.M. Sections 3 through 10, 15 through 22, 27 through 30, T10S., R34E., M.D.B.M.

18 permits.

j. Area 10 – Independence_Oak Creek shall be comprised of: Sections 7 & 18, T13S., R35E., M.D.B.M. West half of Sections 8 & 17, T13S., R35E., M.D.B.M. The south half of Section 6, and the south half of the west half of Section 5, T13S., R35E., M.D.B.M. The south half of Section 1, and the east half of the east half of the south half of Section 2, T13S., R34E., M.D.B.M.

9 permits.

k. Area 11 – Lone Pine_Alabama Hills_Pangborn_Granite View shall be comprised of: Sections 21 through 28, 33 through 36 of T15S., R35E., M.D.B.M. excluding the north half of the north half of Sections 21 through 24, T15S., R35E., M.D.B.M. Sections 19

through 22, 27 through 34 of T15S., R36E, M.D.B.M. excluding the north half of the north half of Sections 19 through 22, T15S., R36E., M.D.B.M. Sections 1 through 4 and Sections 9 through 16 of T16S., R35E., M.D.B.M. Sections 3 through 10 and Sections 15 through 18 of T16S., R36E., M.D.B.M.
21 permits.

1. Area 12 – South_South East County shall be comprised of: All of the area within the County of Inyo south of the described line: Beginning at a point on the County boundary along the north line of Section 26, T16S., R34E., M.D.B.M. Thence east to the northeast corner of Section 27, T16S., R36E., M.D.B.M. Thence north to the northwest corner of Section 14, T16S., R36E., M.D.B.M. Thence east to the northeast corner of Section 13, T16S., R36E., M.D.B.M. Thence north to the northwest corner of Section 6, T16S., R37E., M.D.B.M. Thence east to the northeast corner of T16S., R37E., M.D.B.M. Thence north to the northwest corner of T16S.,R38E., M.D.B.M. Thence east to the northeast corner of T16S., R41E., M.D.B.M. Thence south to the northwest corner of T16S., R42E., M.D.B.M. Thence east to the northeast corner of R16S., R43E., M.D.B.M. Thence north to the northwest corner of T16S., R44E., M.D.B.M. Thence east to the northeast corner of Section 1, T16S., R46E., M.D.B.M. Thence south to the northwest corner of Section 6, T28N., R1E., S.B.B.M. Thence east to the County boundary in the northeast corner of T28N., R3E., S.B.B.M.
17 permits.

2. The Inyo County Board of Supervisors, in its discretion, may at any time, determine by resolution, that the number of short-term permits allowed within each regional zone should stay the same, be reduced, or be expanded in order to protect neighborhood character and reduce adverse impacts or to provide economic benefit. Short term rental permits shall be issued on a first-come, first-served basis within the established caps limits outlined in subsection A above.

3. This section is only intended to create a maximum number of short-term rental permits that may be issued within the county. Nothing in this chapter creates a mandate that the county must issue any or all of the permits allowed under this chapter if it is determined that it is in the best interest of the county to issue less than the maximum number, or if the owners or the property do not meet the standards which are established in the application requirements.

4. An annual review of permits will be conducted by the Planning Department to determine if the permits are being used. This will be a review of Transient Occupancy Tax (TOT) payments as provided by the County Treasurer Tax Collector. If a short-term rental permit holder has not paid TOT for a full year, the permit will be considered an unused permit and the permit will automatically be revoked upon a mailed notice from the Planning Department.

B. No person shall undertake, maintain, authorize, aide, facilitate, or advertise any short-term rental activity that does not comply with the provisions of this code.

C. All short-term rentals shall be hosted rentals.

- D. Each short-term rental shall have an owner or designated representative readily available to handle any questions or complaints during all short-term rental activities. Any change to the contact information for the owner or owner's designated representative shall immediately be provided in writing to the Inyo County planning department, to neighboring properties within three hundred feet of the short-term vacation rental, and on any postings required by this chapter.
- E. Only two hosted rentals per parcel may be permitted, except in the R2 zone, where only one hosted rental per parcel may be permitted, and any such short-term rental in an R2 zone shall only be permitted in a dwelling unit that is concurrently occupied by a primary resident(s).
- F. An owner shall only be eligible to maintain a permit(s) for short-term rentals on a maximum of one parcel of land.
- G. No more than five guestrooms per dwelling unit may be permitted for short-term rental activity.
- H. Issuance of a hosted short-term rental permit, pursuant to this chapter, is separately required for each dwelling unit in which a short-term rental will occur. Failure to obtain a hosted short-term rental permit prior to renting a residentially zoned property for thirty days or less shall be considered a violation of this chapter and subject to legal action and/or enforcement proceedings, including, but not limited to, an administrative penalty of no less than the dollar amount of the nightly rental rate of the property for each day the short-term rental is advertised and/or operated in violation of this chapter, or as permitted by Section 1.20.010 of this code, whichever is more, to the maximum extent allowed by the law.
- I. Short-term rentals shall not be permitted in dwelling units that are not compliant with applicable building and safety and/or environmental health requirements, or in non-habitable structures, tents, travel trailers, RVs, treehouses, yurts, or other provisions or structures not intended for primary occupancy.
- J. Only two renters are allowed per guestroom. This number does not include children three years and under.
- K. A maximum of one vehicle per guestroom shall be allowed, and the owner shall provide off-street parking for all such allowed vehicles, that the renter(s) shall utilize. The owner shall ensure that the parking limitations are included in short-term rental agreements and in all related advertisements.
- L. Outdoor amplified sound is prohibited.
- M. Quiet hours shall be from nine p.m. to seven a.m. The host shall ensure that the quiet hours are included in rental agreements and in all advertisements.
- N. Pets, if allowed by owner, shall be secured on the property at all times. Continual barking or other nuisances created by unattended pets are prohibited.

O. Trash bins and recycling storage containers shall be required for all permitted short-term rentals and such bins and containers shall not be stored within public view.

P. Outdoor fires are prohibited anywhere on the property during short-term rental stays with the exception of gas fire stoves and barbeques that have an on/off switch that is capable of immediately extinguishing the flame when turned to the “off” position.

Q. Short-term rental activity is subject to, and the owner shall comply with, Inyo County Code Chapter 3.20, Transient Occupancy Tax. The owner shall include the transient occupancy tax registration certificate number on all short-term rental agreements, and in any related advertisements.

R. An address sign compliant with Chapter 18.75, the county’s sign ordinance, with a clearly legible, from the street, address number shall be included on each short-term rental. (Ord. 1290 § 20, 2022; Ord. 1251 § 3, 2020; Ord. 1224 § 1, 2018.)

S. Any short-term rental permit issued pursuant to Ordinance #1304 is a three-year permit.

T. A property owner shall notify the Planning Department at the time of sale of any property that has an associated short-term rental permit.

SECTION III. Section 18.73.040 of the Inyo County Code is amended to add Subsection 18.73040 A.11 as follows:

“18.73.040 A.11 Proof of insurance applicable to short term rental activities on the dwelling in which short-term rentals are permitted.

SECTION IV. Chapter 18.73 of the Inyo County Code is amended to add Section 18.73.060 as follows:

“18.73.060 Renewal Process.

A. Any short-term rental permit is a three-year permit, subject to, but not guaranteed, a renewal(s). Except for those permits revoked in accordance with other provisions of this chapter, short-term rental permits shall automatically expire three-years after their issuance, plus the time to conduct a renewal review and approval. The renewal review period shall begin in the month of June during the third year of the permit term. A short-term rental permit may be renewed in accordance with this section.

B. An application for renewal of a short-term rental permit shall be filed with the planning director in the manner prescribed by the director, in the month of June during the third year of the short-term rental permit term, along with any applicable renewal fee. If any of the documentation and information supplied by the property owner pursuant to chapter 18.73.040 has changed since the issuance of the first permit, the owner shall submit updated information and documentation with the application for renewal and shall provide any other information the planning director may require. If the owner fails to timely submit the renewal application, any

additional information and all associated fees, the short-term rental permit may not be timely renewed, and operations shall be suspended unless/until the renewal is approved.

C. If the renewal application is incomplete, or if the planning director determines that additional information is required, the director will send notice to the owner in accordance with section 18.73.040(B) listing the items or information to be provided. The owner shall have 15 business days from the postmark or, if the applicant consents to email notice, email date of the notice to submit the listed items. If the owner fails to timely provide the items or information listed in a notice, then the renewal application will be denied as incomplete.

D. Upon the time filing of a renewal application and of any missing or supplemental information under section C above, the short-term rentals under the existing permit may continue operating until the director has made a final determination on the application, unless the permit is otherwise revoked or suspended pursuant to this chapter.

E. A permit shall be renewed by the director upon determination that the short-term rental meets the standards for grant of the application under chapters 18.73.030 and 18.73.040 and none of the conditions for denial set forth below are present:

Grounds for Denial:

1. The maximum number of short-term rental permits allowed pursuant to section 18.73.030(A) has been reached at the time the application has been deemed complete by the planning director. This includes a maximum number that has been adjusted by the Board during the term of the short-term rental permit.

2. Any of the circumstances outlined in section 18.73.070(A)(3).

3. The short-term rental has had more than three verifiable violation complaints.

4. The building or property where the short-term rental is located has active violations to any State or County code.

F. The planning director shall specify in writing the reason(s) for any denial of the renewal and shall send the written decision to the permittee in accordance with section 18.73.040(B) with an explanation that the decision shall become final in ten calendar days of the postmark or, if the applicant consents to email notice, email date of the decision. unless the owner submits a completed appeal form to the department requesting a hearing, within ten calendar days of the postmarked or emailed decision.

SECTION V. Section 18.73.070 of the Inyo County Code is amended in its entirety to read as follows:

“18.73.070 Permit Modification and Revocation.

A. The planning director may initiate proceedings to revoke or modify a short-term rental permit as follows:

1. Basis for Initiation. The planning director shall have the sole authority to determine if the violation(s) or complaint(s) stemming from a short-term rental are severe enough to merit the initiation of modification or revocation proceedings. There is no minimum number of complaints

or violations that must occur before the Planning Director may begin modification or revocation proceedings. A single violation or complaint, if deemed to be serious enough, may be the basis for modification or revocation proceedings.

2. Notice and Hearing. Upon determination by the Planning Director to begin proceedings under this section, the Planning Director shall schedule a hearing before the Planning Commission. A notice of the hearing shall be mailed via first class US mail to the owner at the address provided in the short-term rental application. The notice shall specify the reason(s) for the modification or revocation and the term(s) of the short-term rental permit that the operator has violated. The notice shall also designate a time and place for the hearing before the Planning Commission. The hearing shall occur no sooner than fifteen and no later than forty-five calendar days following the mailing date of the notice.

a. Parties may, at their election, consent in writing to receipt of documents via email.

3. Conduct of Hearing

a. Both parties shall be provided the opportunity to present oral evidence at the hearing via direct and cross examination.

b. Parties are encouraged to submit to the Planning Commission a written briefing summarizing their arguments and evidence prior to the hearing. Any party who provides a briefing or evidence to the Planning Commission prior to the hearing must also simultaneously serve such documents on the other party to the hearing. Written briefings or evidence must be submitted 48 hours prior to the hearing.

c. Failure to appear at the hearing shall constitute a waiver of any objections or claims advanced by either party.

d. The Planning Director shall bear the burden of proving by a preponderance of the evidence that the short-term rental has been operated in violation of the permit.

e. The rules of evidence shall not apply to the hearing; provided, however, that the Chair of the Planning Commission may refuse to receive any evidence if its probative value is substantially outweighed by a danger of unfair prejudice, confusing the issues, undue delay, wasting time, or needlessly presenting cumulative evidence.

f. All parties to the hearing may be represented by an attorney.

g. At the conclusion of the hearing, the Planning Commission shall vote on the issue of revocation. The decision shall be based on a majority of the Commissioners who are present. Should the Planning Commission vote to revoke the short-term rental permit, the Planning Commission shall make one or more of the following findings:

i. The approval of the short-term rental permit was obtained by fraud or through the provision of false information;

ii. The short-term rental activity has been or is being conducted in violation of this chapter or other applicable law;

iii. The conditions of approval have been or are being violated;

iv. The short-term rental activity is occurring in a manner that constitutes a public nuisance as defined in Section 22.08.010 of this Code;

v. Ownership of more than one parcel on which short-term rentals are permitted, non-payment of property taxes for the parcel on which the short-term rental is located, or non-payment of Transient Occupancy Tax shall in itself be an automatic revocation of all of the owner's short-term rental permit(s).

4. Notice of Decision. A written notice of the Planning Commission's decision shall be prepared and mailed to the owner at the address specified in the application for approval within

30 business days of the close of the hearing. The notice shall contain a statement of the basis for the decision and the facts upon which the decision was made as well as a statement directing the owner to immediately cease using the property for short-term rentals, and that failure to cease such use may be subject to further legal action and/or enforcement proceedings, including, but not limited to, an administrative penalty of no less than the dollar amount of the nightly rental rate of the property for each day the short-term rental is advertised and/or operated in violation of this chapter, or as permitted by Section 1.20.010 of this code, whichever is more, to the maximum extent allowed by law.

5. Award of monetary penalties. The Planning Director may request that the Planning Commission impose financial penalties on the operator of the short-term rental. If the Planning Director requests financial penalties, the Notice of Hearing shall include a statement to that effect and the Planning Director shall provide to the operator all evidence on which he or she will base the request and the precise amount sought at least 5 business days prior to the hearing. Any penalties awarded by the Planning Commission shall not exceed \$5,000. For each subsequent permit revocation for the same operator, the maximum possible penalty shall increase by \$5,000.

B. Warning Letters. The planning director or his or her designee may, in lieu of commencing formal revocation proceedings, send the operator of the short-term rental a warning letter informing the operator of any complaints or violations pertaining to the short-term rental and demanding immediate correction. The planning director is not obligated to send any warning letters prior to commencing revocation proceedings. The planning director shall have sole discretion to determine whether a complaint or violation merits a warning letter or the initiation of formal modification / revocation proceedings.

SECTION VI. Section 18.73.080 of the Inyo County Code is amended in its entirety to read as follows:

“18.73.080 Violation and Complaint.

Nuisance complaints regarding short-term rental activity on a parcel permitted pursuant to this chapter will generally be directed to the owner or owner’s designated representative identified in the short-term rental permit and the house rules posted on site and sent to property owners within 300-feet of the short-term rental. The owner, or designated representative of short-term rentals shall be responsible for contacting the tenant to correct the problem, including visiting the site if necessary, to ensure that the issue is been corrected. The owner or owner’s designated representative must provide a written report to the Inyo County Planning Department within three-days of being informed of the complaint. This report must detail the actions that the operator took to respond to the complaint and the changes, procedures, or rules that the operator has implemented to ensure that complaints of a similar nature do not arise again. Failure to respond to complaints or provide the required written report to the Planning Department shall be considered a violation of this section, and shall be subject to the provisions of 18.73.070.

SECTION VII. The moratorium suspending the establishment of new short-term rentals in all land use designations throughout the unincorporated area of the County established by Ordinance and effective until November 25, 2024, shall terminate on the date this ordinance becomes effective (30 days after adoption pursuant to Section IX below).

SECTION VIII. Severability

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

SECTION IX. Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this April 2, 2024 by the following vote of the Inyo County Board of Supervisors:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Chairperson

ATTEST: Nate Greenberg
Clerk to the Board

By: _____
Darcy Ellis, Assistant

Chapter 18.73 SHORT-TERM RENTAL OF RESIDENTIAL PROPERTY

18.73.010 Definitions.

For purposes of this chapter, the following definitions apply:

“Designated representative” means a person or persons designated by the owner to represent them as a ‘host’ during the duration of the transient renter(s) stay.

“Guestroom” means any bedroom or other separate area of a dwelling unit utilized as a sleeping area for short-term renters.

“Hosted rental” means a short-term rental of a room(s) within a dwelling where the owner or a designated representative of the owner resides on the parcel where the rental occurs, during the duration of the transient renter(s) stay.

“Owner” means a record owner of the property who is responsible for submitting the application for approval and conducting hosted short-term rental activities pursuant to this chapter. “Owner” shall further include any person or entity with any direct or indirect ownership interest in the subject property, unless the interest is solely a security, lien, or encumbrance.

“Short-term rental” means to provide transient lodging in a dwelling unit, for compensation, for a period of thirty consecutive calendar days or less. “Short-term rental” does not include transient lodging in county-approved hotels and motels. (Ord. 1251 § 1, 2020; Ord. 1224 § 1, 2018.)

18.73.020 Short-term rentals prohibited.

The short-term rental of residential property is a prohibited use in every zoning district in the county, with the exception of those permitted pursuant to this chapter. A violation of this chapter is a misdemeanor. (Ord. 1251 § 2, 2020; Ord. 1224 § 1, 2018.)

18.73.030 Short-term rentals—General requirements.

Short-term rentals may be permitted on properties zoned open space (OS); rural residential (RR); rural residential Starlite; one-family residential (R-1); and multiple residential two-units (R-2) subject to the following requirements and limitations:

~~A. No person shall undertake, maintain, authorize, aide, facilitate, or advertise any short-term rental activity that does not comply with the provisions of this code.~~

A. Limitation on the number of short-term rental permits issued.

1. The number of annual short-term rental permits issued by the county under this Chapter shall be limited by a number derived of 3-percent of available dwelling units per Area as follows:

a. Area 1 - North County shall be comprised of: All of T6S., R31E., T6S., R32E., & T6S., R33E., M.D.B.M. Except Sections 31, 32, 33, 34, 35, 36 in T6S., R31E., T6S., R32E., & T6S., R33E., M.D.B.M. Also except Sections 1, 12, 13, 24 & 25 in T6S., R33E., M.D.B.M.

5 permits.

b. Area 2 - Dixon, Meadow Creek, Early Pond, Brockman shall be comprised of: Sections 35 & 36 in T.6S., R32E., M.D.B.M. The northwest quarter of Section 2, and Lot 2 of the northwest quarter of the northeast quarter of Section 2, T.7S. R32E., M.D.B.M. Including the north half of the northeast quarter of the northwest quarter of Section 1, T7S., R32E., M.D.B.M.

18 permits.

c. Area 3 - McLaren, Milovich, Desiderata shall be comprised of: The southeast quarter of Section 3, T7S., R32E., M.D.B.M. including the east half of the southwest quarter of Section 3, T7S., R32E., M.D.B.M. The south half of Section 2 excluding the area east of Brockman Lane and south of West Line Street, T7S., R32E., M.D.B.M.

8 permits.

d. Area 4 - South of Line Street, Poleta shall be comprised of: The north half including the north half of the south half of Sections 7, 8 & 9, T7S., R33E., M.D.B.M. The north half including the north half of the south half of Sections 8, 9, 10, 11 & 12, T7S., R32E., M.D.B.M. Except for the southeast quarter of Section 11, and the southwest quarter of Section 12, T7S., R32E., M.D.B.M.

11 permits.

e. Area 5 – Sunrise, Sunset shall be comprised of: The southeast quarter of Section 11, and the southwest quarter of Section 12, T7S., R32E., M.D.B.M.

15 permits.

f. Area 6 – Starlite shall be comprised of: The south half of Section 23, including the south half of the north half of Section 23, T7S., R31E., M.D.B.M.

2 permits.

g. Area 7 - Wilkerson, Bisop Creek, Chipmonk, Rossi Hill shall be comprised of: The south half of the south half, Sections 19, 20, 21, 22, 23 & 24, T7S., R32E., M.D.B.M. The south half of the south half, Sections 19 & 20, T7S., R33E., M.D.B.M. The north half of Sections 25, 26, 27, 28, 29 & 30, T7S., R32E., M.D.B.M. Sections 29 & 32, the east half of Section 31, and Section 30 excluding the southwest quarter, T7S., R33E., M.D.B.M. Section 5, the east half of Section 6, the northeast quarter of Section 7 & the north half of Section 8, T8S., R33E., M.D.B.M.

8 permits.

h. Area 8 – Aspendell, Mountain View shall be comprised of: Sections 20, 21, 22, 27, 28 & 29 of T8S., R31E., M.D.B.M.

5 permits.

i. Area 9 – Big Pine, Glacier, Birch Creek shall be comprised of: Sections 8 through 17, 20 through 29, 32 through 36 in T9S., R33E., M.D.B.M. Sections 7 through 10, 15 through 22, 27 through 34 in T9S., R34E., M.D.B.M. Sections 1, 2 & 3, 10 through 15, 22 through 27 in T10S., R33E., M.D.B.M. Sections 3 through 10, 15 through 22, 27 through 30, T10S., R34E., M.D.B.M.

18 permits.

j. Area 10 – Independence Oak Creek shall be comprised of: Sections 7 & 18, T13S., R35E., M.D.B.M. West half of Sections 8 & 17, T13S., R35E., M.D.B.M. The south half of Section 6, and the south half of the west half of Section 5, T13S., R35E., M.D.B.M. The south half of Section 1, and the east half of the east half of the south half of Section 2, T13S., R34E., M.D.B.M.

9 permits.

k. Area 11 – Lone Pine Alabama Hills Pangborn Granite View shall be comprised of: Sections 21 through 28, 33 through 36 of T15S., R35E., M.D.B.M. excluding the north half of the north half of Sections 21 through 24, T15S., R35E., M.D.B.M. Sections 19 through 22, 27 through 34 of T15S., R36E., M.D.B.M. excluding the north half of the north half of Sections 19 through 22, T15S., R36E., M.D.B.M. Sections 1 through 4 and Sections 9 through 16 of T16S., R35E., M.D.B.M. Sections 3 through 10 and Sections 15 through 18 of T16S., R36E., M.D.B.M.

21 permits.

l. Area 12 – South South East County shall be comprised of: All of the area within the County of Inyo south of the described line: Beginning at a point on the County boundary along the north line of Section 26, T16S., R34E., M.D.B.M. Thence east to the northeast corner of Section 27, T16S., R36E., M.D.B.M. Thence north to the northwest corner of Section 14, T16S., R36E., M.D.B.M. Thence east to the northeast corner of Section 13, T16S., R36E., M.D.B.M. Thence north to the northwest corner of Section 6, T16S., R37E., M.D.B.M. Thence east to the northeast corner of T16S., R37E., M.D.B.M. Thence north to the northwest corner of T16S., R38E., M.D.B.M. Thence east to the northeast corner of T16S., R41E., M.D.B.M. Thence south to the northwest corner of T16S., R42E., M.D.B.M. Thence east to the northeast corner of R16S., R43E., M.D.B.M. Thence north to the northwest corner of T16S., R44E., M.D.B.M. Thence east to the northeast corner of Section 1, T16S., R46E., M.D.B.M. Thence south to the northwest corner of Section 6, T28N., R1E., S.B.B.M. Thence east to the County boundary in the northeast corner of T28N., R3E., S.B.B.M.

17 permits.

2. The Inyo County Board of Supervisors, in its discretion, may at any time, determine by resolution, that the number of short-term permits allowed within each regional zone should stay the same, be reduced, or be expanded in order to protect neighborhood character and reduce adverse impacts or to provide economic benefit. Short term rental permits shall be issued on a first-come, first-served basis within the established caps limits outlined in subsection A above.

3. This section is only intended to create a maximum number of short-term rental permits that may be issued within the county. Nothing in this chapter creates a mandate that the county must issue any or all of the permits allowed under this chapter if it is determined that it is in the best interest of the county to issue less than the maximum number, or if the owners or the property do not meet the standards which are established in the application requirements.

4. An annual review of permits will be conducted by the Planning Department to determine if the permits are being used. This will be a review of Transient Occupancy Tax (TOT) payments as provided by the County Treasurer Tax Collector. If a short-term rental permit holder has not paid TOT for a full year, the permit will be considered an unused permit and the permit will automatically be revoked upon a mailed notice from the Planning Department.

~~B. All short-term rentals shall be hosted rentals.~~

B. No person shall undertake, maintain, authorize, aide, facilitate, or advertise any short-term rental activity that does not comply with the provisions of this code.

~~C. Each short-term rental shall have an owner or designated representative readily available to handle any questions or complaints during all short-term rental activities. Any change to the contact information for the owner or owner's designated representative shall immediately be provided in writing to the Inyo County planning department, to neighboring properties within three hundred feet of the short-term vacation rental, and on any postings required by this chapter.~~

C. All short-term rentals shall be hosted rentals.

D. Each short-term rental shall have an owner or designated representative readily available to handle any questions or complaints during all short-term rental activities. Any change to the contact information for the owner or owner's designated representative shall immediately be provided in writing to the Inyo County planning department, to neighboring properties within three hundred feet of the short-term vacation rental, and on any postings required by this chapter.

E. Only two hosted rentals per parcel may be permitted, except in the R2 zone, where only one hosted rental per parcel may be permitted, and any such short-term rental in an R2 zone shall only be permitted in a dwelling unit that is concurrently occupied by a primary resident(s).

F. An owner shall only be eligible to maintain a permit(s) for short-term rentals on a maximum of one parcel of land.

G. No more than five guestrooms per dwelling unit may be permitted for short-term rental activity.

H. Issuance of a hosted short-term rental permit, pursuant to this chapter, is separately required for each dwelling unit in which a short-term rental will occur. Failure to obtain a hosted short-term rental permit prior to renting a residentially zoned property for thirty days or less shall be considered a violation of this chapter and subject to legal action and/or enforcement proceedings, including, but not limited to, an administrative penalty of no less than the dollar amount of the nightly rental rate of the property for each day the short-term rental is advertised and/or operated in violation of this chapter, or as permitted by Section 1.20.010 of this code, whichever is more, to the maximum extent allowed by the law.

I. Short-term rentals shall not be permitted in dwelling units that are not compliant with applicable building and safety and/or environmental health requirements, or in non-habitable structures, tents, travel trailers, RVs, treehouses, yurts, or other provisions or structures not intended for primary occupancy.

J. Only two renters are allowed per guestroom. This number does not include children three years and under.

K. A maximum of one vehicle per guestroom shall be allowed, and the owner shall provide off-street parking for all such allowed vehicles, that the renter(s) shall utilize. The owner shall ensure

that the parking limitations are included in short-term rental agreements and in all related advertisements.

L. Outdoor amplified sound is prohibited.

M. Quiet hours shall be from nine p.m. to seven a.m. The host shall ensure that the quiet hours are included in rental agreements and in all advertisements.

N. Pets, if allowed by owner, shall be secured on the property at all times. Continual barking or other nuisances created by unattended pets are prohibited.

O. Trash bins and recycling storage containers shall be required for all permitted short-term rentals and such bins and containers shall not be stored within public view.

~~P. Outdoor fire areas are only permitted in compliance with applicable state and local laws and shall not be utilized by short-term renters during quiet hours.~~

P. Outdoor fires are prohibited anywhere on the property during short-term rental stays with the exception of gas fire stoves and barbeques that have an on/off switch that is capable of immediately extinguishing the flame when turned to the "off" position.

Q. Short-term rental activity is subject to, and the owner shall comply with, Inyo County Code Chapter 3.20, Transient Occupancy Tax. The owner shall include the transient occupancy tax registration certificate number on all short-term rental agreements, and in any related advertisements.

R. An address sign compliant with Chapter 18.75, the county's sign ordinance, with a clearly legible, from the street, address number shall be included on each short-term rental. (Ord. 1290 § 20, 2022; Ord. 1251 § 3, 2020; Ord. 1224 § 1, 2018.)

S. Any short-term rental permit issued pursuant to Ordinance #1304 is a three-year permit.

T. A property owner shall notify the Planning Department at the time of sale of any property that has an associated short-term rental permit.

18.73.040 Permit application.

In order to obtain a permit authorizing short-term rentals under this chapter, the owner shall submit an application and any applicable fee for a permit to the planning director.

A. The application shall include:

1. Proof of ownership of the subject property;
2. Name, address, and contact information of the owner;
3. Name, address, and contact information of all other record owners of the subject property;
4. Name, address and contact information for the owner's local emergency contact representative in the event the owner is the manager and is unable to be contacted;

5. A site plan prepared on an eight and one-half-inch by eleven-inch piece of paper showing that the required off-street parking spaces are provided, and the emergency access to the dwelling unit(s);

6. Proof that transient occupancy registration certificate for the subject property has been applied for and/or received;

7. A copy of the rules, regulations, and information that will be posted in a prominent place within six feet of the front door of the short-term rental;

8. A verified list of the names and addresses of the owners of all property within three hundred feet of the exterior boundaries of the property proposed for the short-term rental as shown on the last adopted tax role of the county;

9. A deposit for the cost of the county mailing notice of permit applications received and granted to property owners and neighbors of proposed and approved short-term rentals within three hundred feet of the subject property;

10. A planning department issued neighborhood acknowledgement form signed by each resident within three hundred feet of the proposed hosted rental. If the applicant is unable to obtain the required signatures, the applicant shall provide proof of his or her reasonable attempts to gather those signatures. The applicant shall also include and share a copy of the short-term rental rules with each resident contacted.

11. Proof of insurance applicable to short term rental activities on the dwelling in which short-term rentals are permitted.

B. Incomplete applications shall be returned to the applicant with an explanation of what is required to make the application complete. (Ord. 1251 § 4, 2020; Ord. 1224 § 1, 2018.)

18.73.050 Hosted rental permit review process.

A. The planning director shall review completed applications for hosted short-term rentals. The planning director shall not approve the application absent a finding that the use will comply with the requirements of this code and other applicable law. Approval of an application for a hosted rental shall be subject to the general requirements of Chapter 18.81 of this code.

B. As part of the hosted rental application review, the planning director shall consider any relevant comments received from neighboring residents and/or owners regarding the application. The planning director may add reasonable conditions to a hosted rental permit in order to prevent impacts of the short-term rental activities from being a nuisance to the surrounding properties, including, but not limited to, conditions related to specific parking requirements, noise reduction measures, garbage collection, and related property maintenance issues.

C. The decision of the planning director may be appealed to the planning commission pursuant to Chapter 18.81 of this code. The planning commission shall review the application in the manner set forth for vacation rental applications in Section 18.73.040. (Ord. 1224 § 1, 2018.)

~~18.73.060 Reserved.~~

18.73.060 – Renewal Process

A. Any short-term rental permit is a three-year permit, subject to, but not guaranteed, a renewal(s). Except for those permits revoked in accordance with other provisions of this chapter, short-term rental permits shall automatically expire three-years after their issuance, plus the time to conduct a renewal review and approval. The renewal review period shall begin in the month of June during the third year of the permit term. A short-term rental permit may be renewed in accordance with this section.

B. An application for renewal of a short-term rental permit shall be filed with the planning director in the manner prescribed by the director, in the month of June during the third year of the short-term rental permit term, along with any applicable renewal fee. If any of the documentation and information supplied by the property owner pursuant to chapter 18.73.040 has changed since the issuance of the first permit, the owner shall submit updated information and documentation with the application for renewal and shall provide any other information the planning director may require. If the owner fails to timely submit the renewal application, any additional information and all associated fees, the short-term rental permit may not be timely renewed, and operations shall be suspended unless/until the renewal is approved.

C. If the renewal application is incomplete, or if the planning director determines that additional information is required, the director will send notice to the owner in accordance with section 18.73.040(B) listing the items or information to be provided. The owner shall have 15 business days from the postmark or, if the applicant consents to email notice, email date of the notice to submit the listed items. If the owner fails to timely provide the items or information listed in a notice, then the renewal application will be denied as incomplete.

D. Upon the time filing of a renewal application and of any missing or supplemental information under section C above, the short-term rentals under the existing permit may continue operating until the director has made a final determination on the application, unless the permit is otherwise revoked or suspended pursuant to this chapter.

E. A permit shall be renewed by the director upon determination that the short-term rental meets the standards for grant of the application under chapters 18.73.030 and 18.73.040 and none of the conditions for denial set forth below are present:

Grounds for Denial:

1. The maximum number of short-term rental permits allowed pursuant to section 18.73.030(A) has been reached at the time the application has been deemed complete by the planning director. This includes a maximum number that has been adjusted by the Board during the term of the short-term rental permit.
2. Any of the circumstances outlined in section 18.73.070(A)(3).
3. The short-term rental has had more than three verifiable violation complaints.
4. The building or property where the short-term rental is located has active violations to any State or County code.

F. The planning director shall specify in writing the reason(s) for any denial of the renewal and shall send the written decision to the permittee in accordance with section 18.73.040(B) with an explanation that the decision shall become final in ten calendar days of the postmark or, if the applicant consents to email notice, email date of the decision. unless the owner submits a completed appeal form to the department requesting a hearing, within ten calendar days of the postmarked or emailed decision.

18.73.070 Permit modification and revocation.

~~A. Every short-term rental permit will be reviewed annually by the planning director. This review shall include any complaints that may have been submitted on the short-term rental and site visits if deemed necessary to fully evaluate complaints and to initiate a modification proceeding as deemed appropriate given all of the facts and circumstances of a given parcel on which short-term rental activity is permitted.~~

A. The planning director may initiate proceedings to revoke or modify a short-term rental permit as follows:

~~B. The planning director may revoke or modify a short-term rental permit as follows:~~

~~—1. Notice and Hearing. Notice shall be mailed to the owner at the address specified in the approval application. The notice shall specify the reason(s) for the modification or revocation and shall designate a time and place of an administrative hearing with the planning director no sooner than six and no later than thirty weekdays, excluding holidays, following the mailing date of the notice.~~

~~—The owner shall be provided the opportunity to present written and oral evidence at the hearing. Failure to appear at the hearing shall constitute a waiver of any objections to the proposed modification or revocation.~~

1. Basis for Initiation. The planning director shall have the sole authority to determine if the violation(s) or complaint(s) stemming from a short-term rental are severe enough to merit the initiation of modification or revocation proceedings. There is no minimum number of complaints or violations that must occur before the Planning Director may begin modification or revocation proceedings. A single violation or complaint, if deemed to be serious enough, may be the basis for modification or revocation proceedings.

~~—a. Following the hearing, the planning director may revoke or modify the approval upon making one or more of the following findings:~~

~~—i. The approval was obtained by fraud;~~

~~—ii. The short-term rental activity has been or is being conducted in violation of this chapter or other applicable law;~~

~~—iii. The conditions of approval have been or are being violated;~~

~~—iv. The short-term rental activity constitutes a public nuisance;~~

~~—v. The parcel on which the short-term rental violation has occurred has three or more violations in a year, which shall be an automatic revocation;~~

~~vi. Ownership of more than one parcel on which short-term rentals are permitted shall in itself be an automatic revocation of all of the owner's short-term permits, except for the permit(s) originally granted.~~

~~2. Notice of Decision. A written notice of the planning director's decision shall be prepared and mailed to the owner at the address specified in the application for approval, or as may have otherwise been formally changed by the owner. The notice shall contain a statement directing the owner to immediately cease using the property for short-term rentals, and that failure to cease such use may be subject to further legal action and/or enforcement proceedings, including, but not limited to, an administrative penalty of no less than the dollar amount of the nightly rental rate of the property for each day the short-term rental is advertised and/or operated in violation of this chapter, or as permitted by Section 1.20.010 of this code, whichever is more, to the maximum extent allowed by law.~~

2. Notice and Hearing. Upon determination by the Planning Director to begin proceedings under this section, the Planning Director shall schedule a hearing before the Planning Commission. A notice of the hearing shall be mailed via first class US mail to the owner at the address provided in the short-term rental application. The notice shall specify the reason(s) for the modification or revocation and the term(s) of the short-term rental permit that the operator has violated. The notice shall also designate a time and place for the hearing before the Planning Commission. The hearing shall occur no sooner than fifteen and no later than forty-five calendar days following the mailing date of the notice.

a. Parties may, at their election, consent in writing to receipt of documents via email.

~~E. Appeal. The decision of the planning director to modify or revoke a short-term rental application may be appealed to the planning commission consistent with Chapter 18.81 of this code.~~

3. Conduct of Hearing

a. Both parties shall be provided the opportunity to present oral evidence at the hearing via direct and cross examination.

b. Parties are encouraged to submit to the Planning Commission a written briefing summarizing their arguments and evidence prior to the hearing. Any party who provides a briefing or evidence to the Planning Commission prior to the hearing must also simultaneously serve such documents on the other party to the hearing. Written briefings or evidence must be submitted 48 hours prior to the hearing.

c. Failure to appear at the hearing shall constitute a waiver of any objections or claims advanced by either party.

d. The Planning Director shall bear the burden of proving by a preponderance of the evidence that the short-term rental has been operated in violation of the permit.

e. The rules of evidence shall not apply to the hearing; provided, however, that the Chair of the Planning Commission may refuse to receive any evidence if its probative value is substantially outweighed by a danger of unfair prejudice, confusing the issues, undue delay, wasting time, or needlessly presenting cumulative evidence.

f. All parties to the hearing may be represented by an attorney.

g. At the conclusion of the hearing, the Planning Commission shall vote on the issue of revocation. The decision shall be based on a majority of the Commissioners who are present. Should the Planning Commission vote to revoke the short-term rental permit, the Planning Commission shall make one or more of the following findings:

i. The approval of the short-term rental permit was obtained by fraud or through the provision of false information;

ii. The short-term rental activity has been or is being conducted in violation of this chapter or other applicable law;

iii. The conditions of approval have been or are being violated;

iv. The short-term rental activity is occurring in a manner that constitutes a public nuisance as defined in Section 22.08.010 of this Code;

v. Ownership of more than one parcel on which short-term rentals are permitted, non-payment of property taxes for the parcel on which the short-term rental is located, or non-payment of Transient Occupancy Tax shall in itself be an automatic revocation of all of the owner's short-term rental permit(s).

4. Notice of Decision. A written notice of the Planning Commission's decision shall be prepared and mailed to the owner at the address specified in the application for approval within 30 business days of the close of the hearing. The notice shall contain a statement of the basis for the decision and the facts upon which the decision was made as well as a statement directing the owner to immediately cease using the property for short-term rentals, and that failure to cease such use may be subject to further legal action and/or enforcement proceedings, including, but not limited to, an administrative penalty of no less than the dollar amount of the nightly rental rate of the property for each day the short-term rental is advertised and/or operated in violation of this chapter, or as permitted by Section 1.20.010 of this code, whichever is more, to the maximum extent allowed by law.

5. Award of monetary penalties. The Planning Director may request that the Planning Commission impose financial penalties on the operator of the short-term rental. If the Planning Director requests financial penalties, the Notice of Hearing shall include a statement to that effect and the Planning Director shall provide to the operator all evidence on which he or she will base the request and the precise amount sought at least 5 business days prior to the hearing. Any penalties awarded by the Planning Commission shall not exceed \$5,000. For each subsequent permit revocation for the same operator, the maximum possible penalty shall increase by \$5,000.

B. Warning Letters. The planning director or his or her designee may, in lieu of commencing formal revocation proceedings, send the operator of the short-term rental a warning letter informing the operator of any complaints or violations pertaining to the short-term rental and demanding immediate correction. The planning director is not obligated to send any warning letters prior to commencing revocation proceedings. The planning director shall have sole discretion to determine

whether a complaint or violation merits a warning letter or the initiation of formal modification / revocation proceedings.

18.73.080 Enforcement.

~~—A. Initial complaints regarding short-term rental activity on a parcel permitted pursuant to this chapter will generally be directed to the owner or owner’s designated representative identified in the short-term rental permit. The owner, or designated representative of short-term rentals shall be responsible for contacting the tenant to correct the problem within ninety minutes, or within forty-five minutes if during quiet hours, including visiting the site if necessary, to ensure that the issue has been corrected. The owner or owner’s designated representative shall report any such complaints, and their resolutions or attempted resolutions, to the Inyo County planning department within twenty-four hours of the occurrence. Failure to respond to complaints or report them to the planning department within twenty-four hours of the occurrence shall be considered a violation of this section, and may constitute cause for revocation or modification of the short-term rental permit. Occupants of surrounding properties shall be apprised of this complaint procedure.~~

~~—B. The county may enforce the provisions of this chapter in accordance with Title 22 of this code. (Ord. 1251 S 9, 2020; Ord. 1224 S 1, 2018.)~~

“18.73.080 Violation and Complaint.

Nuisance complaints regarding short-term rental activity on a parcel permitted pursuant to this chapter will generally be directed to the owner or owner’s designated representative identified in the short-term rental permit and the house rules posted on site and sent to property owners within 300-feet of the short-term rental. The owner, or designated representative of short-term rentals shall be responsible for contacting the tenant to correct the problem, including visiting the site if necessary, to ensure that the issue is been corrected. The owner or owner’s designated representative must provide a written report to the Inyo County Planning Department within three-days of being informed of the complaint. This report must detail the actions that the operator took to respond to the complaint and the changes, procedures, or rules that the operator has implemented to ensure that complaints of a similar nature do not arise again. Failure to respond to complaints or provide the required written report to the Planning Department shall be considered a violation of this section, and shall be subject to the provisions of 18.73.070.