



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



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

March 11, 2025
8:30 A.M.

- 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case.
- 3) **Public Employment – Pursuant to Government Code §54957 – Title: Public Defender.**
- 4) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); 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 Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant County Counsel Grace Weitz.

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.**
- 5) Pledge of Allegiance**
 - 6) Report on Closed Session as Required by Law**
 - 7) Public Comment**
Comments may be time-limited
 - 8) County Department Reports**

CONSENT AGENDA

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

9) Approval of Minutes from the February 25, 2025 Board of Supervisors Meeting

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the regular Board of Supervisors meeting of February 25, 2025.

10) Business Resource Center Final Sub-Lease Agreement

County Administrator | Meaghan McCamman

Recommended Action:

Approve the sublease agreement between the County of Inyo and Sierra Business Council for the real property described as 269 N. Main Street, Bishop, in an amount not to exceed one dollar (\$1.00) per month for the period of February 11, 2025 through November 30, 2031, and authorize the Chairperson to sign.

11) Update to Resolution for Non-Represented Employees

County Administrator - Personnel | Keri Oney

Recommended Action:

Rescind Resolution No. 2024-39 and approve Resolution No. 2025-08 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Non-Represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolution Pertaining to that Subject to the Extent They are Inconsistent," effective February 27, 2025, and authorize the Chairperson to sign.

12) Contract between the County of Inyo and the Great Basin Unified Air Pollution Control District for the Provision of Legal Services

County Counsel | John Vallejo

Recommended Action:

Approve the contract between the County of Inyo and the Great Basin Unified Air Pollution Control District for the provision of legal services in an amount not to exceed \$25,000 per year for the period of April 1, 2024 through termination, and authorize the Chairperson to sign.

13) Mental Health Plan Performance Contract Amendment No. 21-10084 A2

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action:

Approve Amendment No. 21-10084 A2 to the Mental Health Plan (MHP) Performance Agreement between the County of Inyo and the State of California's Department of Health Care Services (DHCS), for the provision of county mental health services extending the term end date from June 30, 2025 to June 30, 2026, and authorize the Health and Human Services Director to sign the Performance Contract 21-10084 A2 and Contract Certification Clause via DocuSign.

14) Consideration of Waiver of Fees for Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department

Public Works - Recycling & Waste Management | Cap Aubrey

Recommended Action:

Waive the Solid Waste disposal and gate fees for the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department event, Saturday, April 26, 2025.

15) Inyo County Road Department's Cold Mix Asphalt Purchase for Tecopa Road Repairs

Public Works | Michael Errante

Recommended Action:

- A) Declare Holcim - SWR, Inc. of Las Vegas, NV, the successful bidder for 440 Tons of Cold Mixed Asphalt per Bid No. RD24-03 in the total amount not to exceed \$65,230.00; and
- B) Authorize issuance of a purchase order payable to Holcim - SWR, Inc. in an amount not to exceed \$65,230.00.

16) Purchase Order to Purchase Crack Fill Sealant Material and Rent Application Equipment

Public Works | Michael Errante

Recommended Action:

Authorize a purchase order in an amount not to exceed \$96,393.94, payable to CRAFCO of Chandler, AZ for a 6-month Rental - Supershot 125D Kettle and 90,000 pounds of RoadSaver Low Tack Sealant.

REGULAR AGENDA

17) Whitney Portal Culvert IV Project

Public Works - Road Department | Michael Errante
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Amend the Fiscal Year 2024-2025 Road Budget (034600) as follows: increase appropriation in Construction in Progress #5700 by \$590,000 *(4/5ths vote required)*;
- B) As authorized by Public Contract Code section 20395(d), find that cavitation beneath the road surface from a compromised corrugated metal pipe (CMP) on Whitney Portal Road necessitates immediate action to safeguard the road such that following standard competitive bidding procedures would not be in the public interest;
- C) Approve the contract with Spiess Construction in the amount of \$590,000 to perform the necessary emergency repairs on Whitney Portal Road and authorize the Chairperson to sign; and
- D) Authorize the Public Works Director to sign and submit an application for a Regional General Permit 63 for Emergency Repair and Protection Activities to the Lahontan Regional Water Quality Control Board for this project.

18) Friends of the Lone Pine Airport Presentation

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

Recommended Action:

Receive a presentation from Friends of the Lone Pine Airport on their recent activities.

19) Contract with California State Association of Counties (CSAC) Foundation to Continue Inyo County's Participation in the CSAC Grants Initiative

County Administrator | Meaghan McCamman
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Ratify and approve the agreement between the County of Inyo and the California State Association of Counties (CSAC) of Sacramento, CA, for the provision of grant strategy and assistance services in an amount not to exceed \$50,000 for the period of February 1, 2025 through January 31, 2026, and authorize the County Administrator to sign.

20) 2024 General Plan Annual Report

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

Recommended Action:

Receive a presentation from staff regarding the 2024 General Plan Annual Progress Report and direct staff to submit it to the Department of Housing and Community Development and the State Office of Planning and Research.

11 A.M. 21) Public Hearing and Adoption of Proposed Ordinance Amending Chapter 18.65 of the Inyo County Code Pertaining to Density Bonus Overlays.

Planning Department | Danielle Visuano
15 minutes (10 min. Presentation / 5 min. 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 18.65 pertaining to DB Districts - Density Bonus Overlay;"
- B) Find the adoption of the ordinance is not considered a project under the California Environmental Quality Act pursuant to Government Code section 15061(b)(3); and
- C) Adopt proposed Ordinance 1316 and authorize the Chairperson to sign.

22) Review Legislation Passed in 2024 for Clerk-Recorder & Elections Department

Clerk-Recorder | Danielle Sexton
20 minutes (15min. Presentation / 5min. Discussion)

Recommended Action:

This item is presented for informational purposes only. There is no recommended action.

23) Memorandum of Understanding for Delivery of Wildfire Preparedness Coordination Services to the Eastern Sierra Council of Governments

County Administrator | Nate Greenberg
15 minutes (5min. Presentation / 10min. Discussion)

Recommended Action:

Approve and authorize the Chairperson to sign the Agreement between Inyo County and the Eastern Sierra Council of Governments for the purposes of wildfire preparedness services.

24) Consideration and Adoption of California's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience

County Administrator | Nate Greenberg
15 minutes (5min. Presentation / 10min. Discussion)

Recommended Action:

Adopt "California's Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience," as published by The California Wildfire and Forest Resilience Task Force as a guiding document in the County's effort for resource protection, community investment, and public safety.

ADDITIONAL PUBLIC COMMENT & REPORTS

25) Public Comment

Comments may be time-limited

26) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-163

Approval of Minutes from the February 25, 2025 Board of Supervisors Meeting

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 regular Board of Supervisors meeting of February 25, 2025.

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:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes or edits, or decline to approve but the latter option is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Israel

Created/Initiated - 2/27/2025
Final Approval - 2/27/2025

ATTACHMENTS:

1. Draft February 25, 2025 Minutes

MINUTES



County of Inyo Board of Supervisors

February 25, 2025

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on February 25, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, 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 Israel.

***Closed Session
Public Comment***

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Marcellin recessed open session at 8:33 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Khaliq McCracken v. County of Inyo, et al.* Case No.: 1:25-cv-00165-CDB; No. 3 **Conference with Legal Counsel - Anticipated Litigation** - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: Claim for damages filed by Kelley Williams; No.4 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Child Support Services Director; and No. 5 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); 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 Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant County Counsel Grace Weitz.

Open Session

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:05 a.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item No. 4 and said that no action was taken during closed session that is required to be reported. Vallejo said the Board would reconvene later in the meeting to discuss Item Nos. 2, 3, and 5.

Pledge of Allegiance

Supervisor Griffiths led the Pledge of Allegiance.

Public Comment

Chairperson Marcellin asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley.

County Department Reports

Public Works Director Mike Errante provided a status report on various Public Works projects including pending projects for the vault toilet installation at Diaz Lake and the Walker Creek Bridge Project and the completion of the library bookshelf anchoring project, the aeration ponds in Tecopa, and the Courthouse HVAC system.

Environmental Health Director Jerry Oser provided information on Assembly Bill 993, which is co-sponsored by the California Association of Environmental Health Administrators and the Rural County Representatives of California for the purpose of expanding the Certified Unified Program Agency (CUPA).

***Clerk of the Board –
Approval of Minutes***

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the minutes from the regular Board of Supervisors meeting of February 11, 2025. Motion carried

unanimously.

***HHS-First 5 –
First 5 Commission
Appointments***

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

- A) Appoint Dr. Lindsey Ricci to a new three-year term on the First 5 Commission ending December 5, 2027;
- B) Appoint Darcia Blackdeer-Lent to a new three-year term on the First 5 Commission ending December 5, 2027; and
- C) Appoint Stephanie Tanksley to an unexpired three-year term on the First 5 Commission ending December 5, 2026.

Motion carried unanimously.

***Public Works –
CSA No. 2 (Bishop
Creek Sewer)
Committee
Appointment***

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to appoint Steven Leach to the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee to serve a term ending December 1, 2028. Motion carried unanimously.

***Public Works –
Independence Legion
Hall Facility Use Permit***

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the request from the Independence Lions Club for use of the Legion Hall for monthly Bingo games to raise funds to support their community projects and waive all associated rental fees. Motion carried unanimously.

***Public Works –
Tinnemaha Road
Road Closure***

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the temporary closure of Tinnemaha Road (Old Highway 395) approximately 6 miles south of Aberdeen and Hogback Road with detours between U.S. 395 and Black Rock Springs Road from March 14-22, 2025, for the purpose of the California Department of Fish and Wildlife's annual Sierra Bighorn Sheep monitoring program. Motion carried unanimously.

***CAO –
FY 24-25 Mid-Year
Financial Review***

Moved by Supervisor Wadelton and seconded by Supervisor Griffiths to:

- A) Accept the Fiscal Year 2024-2025 Mid-Year Financial Report as presented;
- B) Approve the specific budget action items and recommendations discussed in the report, and represented in Attachments A & B (*4/5ths vote required*); and
- C) Direct staff to continue the emphasis on revenue attainment and expense savings in order to maximize year-end Fund Balances.

Motion carried unanimously.

***CAO –
Eastern Sierra Air
Alliance and
Commercial Air Service
Update***

CAO Greenberg and Deputy Public Works Director for Airports Ashley Helms gave a presentation on the current state of airports and commercial air service. Helms outlined the Airport Capital Improvement Program and reported on all pending airport projects in Bishop, Independence, and Lone Pine.

Greenberg summarized current County financial involvement in regional commercial air service including costs associated with airport operations and service subsidy contributions. Greenberg provided information on a Draft Cost-Sharing MOU as well as additional proposed flight options for extended summer 2025 services and welcomed Board input.

President and CEO of Mammoth Lakes Tourism John Urdi provided information on winter usage of flights services out of Mammoth Yosemite Airport.

Board members agreed they would like to see expanded air services out of the Eastern Sierra Regional Airport and an extended flight season with the ultimate goal of providing year-round services but also requested staff bring back a plan to earmark future revenue, specifically for marketing to ensure a return on investment; continue research on bolstering ground transportation options at the Bishop Airport; continue maintenance of airport grounds during periods of time where there is little to no revenue coming in; and consider how to better accommodate the needs of the general aviation community.

Public comment was heard from Lauralyn Hundley and Pat Foster.

CAO Greenberg said he will bring back a separate discussion on the marketing aspect, as well as a final copy of the MOU for approval.

- Public Works-Airports – Tartaglia Engineering Contract Amendment No. 1** Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve Amendment No. 1 to the contract between the County of Inyo and Tartaglia Engineering of Atascadero, CA, increasing the contract to an amount not to exceed \$205,243, contingent upon approval of the Mid-Year Budget Review, and authorize the Chairperson to sign. Motion carried unanimously.
- Public Works-Airports – Lochner Agreement Amendment No. 5** Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:
- A) Approve the letter titled, "Land Lease Status for the Independence Airport and Lone Pine/Death Valley Airport," and authorize the Chairperson to sign; and
 - B) Ratify and approve Amendment No. 5 to the agreement between the County of Inyo and Lochner of Chicago, IL, increasing the contract to an amount not to exceed \$714,252, contingent on the approval of the Mid-Year Budget Review, and authorize the Chairperson to sign.
- Motion carried unanimously.
- HHS-Health & Prevention – FY 24-25 CA Children’s Services Plan** Moved by Supervisor Orrill and seconded by Supervisor Roeser to:
- A) Amend the Fiscal Year 2024-2025, California Children's Services (CCS) Treatment (045500) as follows: decrease revenue in State Grants (4498) by \$4,178.00 and decrease appropriation in Professional Services (5265) by \$4,178.00 (4/5ths vote required); and
 - B) Ratify and approve the CCS Plan for Fiscal Year 2024-2025 to ensure the continuation of medical services to eligible children in Inyo County and authorize the Chairperson to sign certification statements.
- Motion carried unanimously.
- Water Department – OVGA Annual Meeting** Water Director Dr. Holly Alpert reported on the upcoming Groundwater Authority meeting, which will be held on February 27, 2025.
- CAO – District 5 TOT Fund Contribution to DVNP Community Center** Moved by Supervisor Wadelton and seconded by Supervisor Roeser to:
- A) Approve the Donation Agreement between the County of Inyo and Death Valley National Park for the purpose of allocating the Transient Occupancy Tax District Improvement Fund and authorize the County Administrative Officer to sign; and
 - B) Authorize the payment of \$67,749.00 to Death Valley National Park.
- Motion carried unanimously.
- CAO – CA Broadband Corporation Partial Assignment of Rights/ Reso. No. 2025-06** Moved by Supervisor Griffiths and seconded by Supervisor Wadelton to approve Resolution No. 2025-06, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the Partial Assignment of Rights Grant to the California Broadband Corporation to the California Department of Technology," and authorize the Chairperson to sign. Motion carried unanimously.
- Recess/Reconvene** The Chairperson recessed the meeting for a break, then to return to closed session at 12:36 p.m. and reconvened the meeting at 1:30 p.m. with all Board members present.
- Report on Closed Session** County Counsel Vallejo reported that the Board met under item Nos. 2 and 3 where members voted unanimously to authorize Counsel to defend against the litigation filed and that may be filed.
- Inyo Council for the Arts – State of the Arts Report** Executive Director for Inyo Council for the Arts Sharon Freilich presented the Board with the 2024 "State of the Arts" report, which showcased the organization’s programs and events from 2024.
- CAO – Inyo County Legislative Platform Approval** Deputy CAO Meaghan McCamman provided an overview on edits done to the Inyo County Legislative Platform based off of input received at the February 11 Board meeting.
- Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the Inyo County 2025 Federal Legislative Platform. Motion carried unanimously.

Public Comment

Chairperson Marcellin asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

Board Member & Staff Reports

CAO Greenberg said he attended a City-County Liaison meeting and an off-site Administration team gathering and will attend an Eastern Sierra Council of Governments meeting tomorrow.

Supervisor Griffiths said he attended meetings of the City-County Liaison Committee and the California State Association of Counties Board (with Supervisor Orrill) and will be attending meetings of the Eastern Sierra Council of Governments.

Supervisor Wadelton said he attended the second module of the CSAC New Supervisor training in Sacramento and announced the community infill meetings to be hosted by the Planning Department in Big Pine, Independence, and Lone Pine.

Supervisor Marcellin said he attended meetings of the City-County Liaison and the Local Agency Formation Commission and will attend the Owens Valley Groundwater Authority meeting.

Adjournment

The Chairperson adjourned the meeting at 2:33 p.m. to 8:30 a.m. Tuesday, March 11, 2025, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Israel, Assistant



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-69

Business Resource Center Final Sub-Lease Agreement County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Deputy County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Deputy County Administrator

RECOMMENDED ACTION:

Approve the sublease agreement between the County of Inyo and Sierra Business Council for the real property described as 269 N. Main Street, Bishop, in an amount not to exceed one dollar (\$1.00) per month for the period of February 11, 2025 through November 30, 2031, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Business Resource Center (BRC) is a priority project for Inyo County that has been in development since 2021. In December, 2021, Inyo County executed a lease agreement with SXSW LLC, an Opportunity Zone investor, for the unimproved property at 269 N. Main St. in Bishop, with an agreement to build a cutting edge, innovative business office and conference space in the historic structure. In September 2022, the Inyo County Board of Supervisors approved a sublease agreement and operations Memorandum of Understanding with Sierra Business Council to manage and run the Business Resource Center. However, Sierra Business Council did not counter-sign that agreement at the time, because the facility was not ready, nor was staff identified for the BRC.

The build out on the facility completed in October, 2024, and Sierra Business Council successfully recruited and hired an executive director, Meryl Picard, around the same time. The BRC is up and running, the facility is beautiful and in great demand among organizations hosting board meetings, trainings, retreats, and other events, and has already served clients representing 11 different small businesses.

Plans for future months include at least one training per month rotating between Lone Pine, the BRC facility in Bishop, Mammoth Lakes, and Bridgeport, with resources, trainings, workshops, and meetups growing in number once operational funding is identified.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	
Budgeted?	No	Object Code	
Recurrence	Ongoing	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
\$5 in revenue for the remainder of the 2024-2025 Fiscal Year.
Future Fiscal Year Impacts
Up to \$12 per year in revenue from February 2025 - November 2031.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to execute this sub-lease agreement. This is not advised, as this sub-lease is the culmination of many years of cooperative work to prepare the site, business plan, and organizational plan for the Small Business Resource Center in partnership with Sierra Business Council.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce

APPROVALS:

Meaghan McCamman	Created/Initiated - 1/30/2025
Darcy Israel	Approved - 1/31/2025
Meaghan McCamman	Approved - 2/27/2025
Amy Shepherd	Approved - 2/27/2025
John Vallejo	Approved - 2/28/2025
Nate Greenberg	Final Approval - 3/1/2025

ATTACHMENTS:

1. Sublease Agreement

SUB-LEASE AGREEMENT BY AND BETWEEN THE COUNTY OF INYO AND THE SIERRA BUSINESS COUNCIL

This Sub-Lease Agreement is made and entered into by and between the County of Inyo, a political subdivision of the State of California (the "County"), and Sierra Business Council, a California nonprofit public benefit corporation ("Sub-Lessee"), pursuant to the following terms and conditions:

1. ADMINISTRATION.

This Sub-Lease Agreement, hereinafter referred to as "the Sub-Lease," shall be administered on behalf of the County by the County Administrative Officer, and on behalf of Sub-Lessee by Steven Frisch, President, Sierra Business Council.

2. DESCRIPTION.

The County hereby sub-leases to Sub-Lessee that real property commonly described as 269 N. Main St., Bishop, CA 93514 and more particularly described in **Exhibit A**, including, without limitation, the buildings, land, and common areas ("the Sub-Leased Premises").

The County will attempt to furnish the Sub-Leased Premises with basic office-style furniture. However, the Parties recognize that, as of the signing of this Sub-Lease, the County has not yet been awarded a grant to cover the cost of furniture. Additionally, depending on the final costs of construction, the County may choose to prioritize the installation of electronic equipment-such as high-speed broadband-over the purchase of furniture. Therefore, while the County will endeavor to furnish the Sub-Leased Premises prior to the Sub-Lessee's occupancy, the County makes no guarantees regarding the existence of any furniture.

3. TERM.

Unless terminated earlier in accordance with the provisions of Section 4, 5, 17, or 26, the term of this Sub-Lease shall commence on February 11, 2025 and terminate on November 30, 2031 (the "Term")

Sub-Lessee shall be liable for the payment of rent upon the commencement of this Sub-Lease, regardless of whether or not Sub-Lessee actually occupies the Sub-Leased Premises on the commencement date, provided the County has received a Certificate of Occupancy and has granted Sub-Lessee possession of the Sub-Leased Premises.

3.1 OPTION TO RENEW.

Provided the County exercises its option(s) to extend its own lease term under Section 2.4 of the Master Lease, and provided Sub-Lessee is not then in default under this Sub-Lease, Sub-Lessee shall have the right to extend the Term of the Sub-Lease for two (2) additional, consecutive five (5) year periods at the same rental rate as described in Section 7 herein upon delivering written notice of its election to exercise such options at least six (6) months prior to the end of the Sub-Lease Term. All other terms and conditions of this Sub-Lease shall remain in full force and effect during such extensions.

4. EARLY TERMINATION.

This Sub-Lease, and any option to renew the Sub-Lease that is exercised, may be terminated by either party prior to the end of the Sub-Lease Term at its sole discretion. The party seeking to terminate the Sub-Lease must provide the other party with no less than ninety (90) days written notice

of its intent to terminate. The notice shall include a date by which Sub-Lessee shall vacate the Sub-Leased Premises. This vacation date shall be between ninety (90) and one hundred twenty (120) days from the date of the notice.

5. MASTER LEASE

Sub-Lessee understands that the County leases the Sub-Leased Premises from SSW19, LLC (the "Landlord") and that this Sub-Lease Agreement is subject to all terms and conditions of the lease between the Landlord and the County (the "Master Lease"). A copy of the Master Lease is attached hereto as Exhibit B. Sub-Lessee represents and warrants that it has received and reviewed a copy of the Master Lease and that Sub-Lessee will attempt in good faith to assist the County in complying with all of the County's obligations under the Master Lease. The County represents and warrants that, in executing this Sub-Lease, it has complied with all requirements found in Section 9 of the Master Lease regarding subletting.

Sub-Lessee further understands that this Sub-Lease Agreement is subject to the continued existence and validity of the Master Lease. Should the Master Lease terminate or be rendered void or unenforceable, this Sub-Lease Agreement will automatically terminate as of the date of the termination of the Master Lease.

Sub-Lessee shall not assign this Sub-Lease or sublet the Sub-Leased Premises in whole or in part, encumber its leasehold estate or any interest therein, or permit the Sub-Leased Premises to be occupied by another, either voluntarily or by operation of law.

6. HOLDING OVER.

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

7. RENT.

The rent paid to the County by Sub-Lessee shall be the sum of One Dollar (\$1.00) per month and shall be paid annually no later than February 1st of each year, except for the first year of this sub-lease agreement for which Sub-Lessee shall pay that amount within 30 days of this sub-lease agreement being fully executed.

8. USE.

It is the intention of Sub-Lessee to occupy and use the Sub-Leased Premises for the operation of a Small Business Resource Center. The Small Business Resource Center will generally consist of an office-type environment staffed by Sub-Lessee's employees that is open to the public on both a drop-in and appointment basis. The Sub-Lessee's use of the Sub-Leased Premises will also include professional seminars or meet-ups pertaining to small business development and support. At any time that the Sub-Lessee opens the Sub-Leased Premises to the general public, Sub-Lessee shall staff the Sub-Leased Premises with at least one employee or designee of the Sub-Lessee.

9. HOURS.

Sub-Lessee shall have access to the Sub-Leased Premises at any time on a twenty-four hour per day, seven-day per week basis.

10. ALTERATIONS AND IMPROVEMENTS.

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

11. UTILITIES.

Sub-Lessee shall provide and pay for all utilities, including but not limited to electrical, propane, sewer, internet, water, and garbage. The County shall not be responsible for the payment of any utilities.

12. JANITORIAL SERVICE AND TRASH REMOVAL.

Sub-Lessee shall furnish at Sub-Lessee's sole expense janitorial and trash removal services which may be required on the Sub-Leased Premises. Such services shall be provided at the level necessary to maintain the Sub-Leased Premises in a clean and orderly condition. Janitorial services will be utilized on an as needed basis. Trash removal frequency will track the schedule followed by the local trash removal company servicing the Sub-Leased Premises.

13. MAINTENANCE.

Except as expressly set forth herein, Sub-Lessee shall not be responsible for the maintenance, repair, or replacement of the roof, foundation, plumbing, pipes, and structural portions of the Sub-Leased Premises. Sub-Lessee shall not be responsible for major repairs and replacements of the HVAC, except any damage caused by Sub-Lessee.

Sub-Lessee shall, at Sub-Lessee's own expense, maintain all other interior aspects of the Sub-Leased Premises in good working order, including, but not limited to, interior walls, fixtures, floor coverings, wall coverings, doors, interior glass, light fixtures, light bulbs, keys, locks, fire extinguishers, and equipment that serves the interior of the premises-in good order, condition, and repair.

Sub-Lessee shall engage a third-party contractor to perform, at a minimum, annual routine maintenance on the HVAC system, consistent with Section 6.1 of the Master Lease.

14. SIGNS.

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

15. FORCE MAJEURE.

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

16. WASTE.

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

17. DAMAGE OR DESTRUCTION.

In the event that the Sub-Leased Premises shall be substantially damaged or destroyed by any cause during the term of this Sub-Lease or extension thereof, other than through the sole negligence of Sub-Lessee, to such an extent that the Sub-Leased Premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction.

If the Sub-Leased Premises are substantially damaged or destroyed through the sole negligence of Sub-Lessee, its officers, or employees, this Sub-Lease may not be terminated by Sub-Lessee under this Section, and it shall be the obligation of Sub-Lessee, at its sole expense, to reconstruct or repair said Sub-Leased Premises.

Should the furniture provided by the County upon commencement of the Sub-Lease and contained in the Sub-Leased Premises be substantially damaged or destroyed, the County shall have no obligation to repair or replace it. Sub-Lessee shall not have any right to terminate this Lease due to the damage or destruction of the furniture caused by its sole negligence.

18. HOLD HARMLESS.

Sub-Lessee shall defend, indemnify, and hold harmless the Landlord and the County, and its officials, officers, employees and volunteers, from and against all liability, loss, damage, expense, costs (including reasonable costs and fees of litigation) of every nature arising out of or in connection with Sub-Lessee's use and/or occupancy of the premises, or its failure to comply with the obligations contained in this Sub-Lease, except such loss or damage which was caused by the sole negligence, gross negligence, willful misconduct, or defective premises or tenant improvements of the Landlord or the County. Notwithstanding the above sentence, all personal property placed or moved into the Premises shall be at the risk of Sub-Lessee or the owner thereof, and Landlord and County shall not be liable to Sub-Lessee for any damage to said personal property.

The County shall defend, indemnify, and hold harmless Sub-Lessee and its officials, officers, employees and volunteers, from and against all liability, loss, damage, expense, costs (including reasonable costs and fees of litigation) of every nature arising out of or in connection with the County's failure to comply with the obligations contained in this Sub-Lease.

19. INSURANCE REQUIREMENTS

For the duration of this Sub-Lease, Sub-Lessee shall procure and maintain insurance of the scope and amount specified in **Exhibit C** and with the provisions specified in that exhibit.

20. RIGHT OF ENTRY.

Upon 24 hours advance notice to Sub-Lessee, the County reserves the right to enter upon the Sub-Leased Premises at all reasonable times during Sub-Lessee's business hours, and without unreasonably interfering with Sub-Lessee's use or enjoyment of the Sub-Leased Premises, to inspect and examine the same, to make repairs to which the County or Landlord is obligated or deems necessary, or to see that the covenants of this Sub-Lease are being kept and performed. Sub-Lessee may be present during any inspection or examination. Access by the County to areas where confidential data is being used or stored must be provided by escort by authorized Sub-Lessee staff. In the event of

an emergency, the County may enter the Sub-Leased Premises in order to take necessary action to address the emergency and shall provide immediate notice to Sub-Lessee of the nature of the emergency warranting the need to access the property.

21. QUIET POSSESSION.

The County, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that Sub-Lessee, upon payment of the rental reserved and compliance with all the terms and conditions of this Sub-Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the Sub-Leased Premises and each part thereof during the term of this Sub-Lease, or any extensions thereof, without hindrance or interruption by the County, its heirs, devisees, successors, or assigns. The County has and reserves the right at any reasonable time to enter upon the Sub-Leased Premises, to inspect said Sub-Leased Premises, or to perform any of the obligations imposed by this Sub-Lease, pursuant to the notice requirements of Section 20 of this Sub-Lease, but in so entering shall conduct itself so as to minimally interfere with Sub-Lessee's use and enjoyment of the Sub-Leased Premises.

22. NOTICE.

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

COUNTY:
County Administrative Officer
1360 N. Main St.
Bishop, CA 93514

LESSEE:
Steve Frisch
Sierra Business Council
10183 Truckee Airport Rd., 2nd Floor
Truckee, CA 96161

23. MECHANIC'S LIEN.

Sub-Lessee agrees to keep the Sub-Leased Premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the Sub-Leased Premises at the instance of, or on behalf of, Sub-Lessee. The County agrees to keep the Sub-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 by contractors hired by the County.

24. COMPLIANCE WITH LAW.

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

25. WAIVER.

It is agreed that any waiver by the County of any breach of any one or more of the covenants, conditions, or terms of this Sub-Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Sub-Lease; nor shall any failure on the part of the County to

require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Sub-Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Sub-Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

26. DEFAULT.

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

27. INUREMENT.

The Sub-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.

28. SEVERABILITY.

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

29. 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.

30. AMENDMENT.

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

31. ENTIRE AGREEMENT.

The Sub-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 Sub-Lease.

32. CONSTRUCTION OF AGREEMENT.

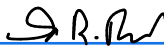
Both Sub-Lessee and the County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Sub-Lease itself, or any ambiguity contained therein, shall not be construed against either the Sub-Lessor or the County as the drafters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

[SIGNATURE PAGE FOLLOWS]

County of Inyo

Sierra Business Council

Scott Marcellin, Chairperson




Steve Frisch (Feb 7, 2025 16:48 PST)

Steve Frisch, President

Date: _____

Date: 02/07/2025



Kristin York (Feb 7, 2025 15:49 PST)

Kristin York, Vice President


Date: 02/07/2025

Approved as to Paragraph 9 of the Master Lease:




Sam Walker, Manager of SSW19, LLC
Samuel E Walker (Feb 28, 2025 09:11 PST)

Approved as to form and legality:




John-Carl Vallejo (Jan 29, 2025 16:19 PST)
County Counsel

Approved as to accounting form and content:



County Auditor

Approved as to insurance and risk management:



County Risk Manager

Exhibit A

LEGEND:

- (1) FOUND
- (2) RECORD
- (3) MEASURED
- (4) CALCULATED
- (5) CALCULATED FROM RECORD
- (6) PARCEL MAP BOOK
- (7) MONUMENT WELL
- (8) IRON PIPE
- (9) PROPERTY LINE
- (10) TO MONUMENT AS NOTED
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- (162) SET MARKERS CORNER .00070064923216158168580529930859732451927085890833449707

Exhibit B

LEASE

THIS LEASE ("Lease") is made between SSW19, LLC, a California limited liability company ("Landlord"), and the County of Inyo, a political subdivision of the State of California ("Tenant"), dated as of December 1, 2021, for reference purposes only.

BASIC LEASE INFORMATION

PREMISES: The property identified in Exhibit C, including without limitation the buildings, land and common areas located at 269 Main Street, Bishop, California 93514, and the landscaping, parking facilities and other improvements and appurtenances related thereto.

PERMITTED USE: The Premises shall be used by Tenant solely for office purposes, and such related, ancillary uses in connection with the foregoing as necessary to conduct the normal business of the County of Inyo, and for no other use or purpose without the prior written consent of Landlord.

COMMENCEMENT DATE: Upon substantial completion of Landlord Improvements (see Exhibit D) or December 1, 2021, whichever is sooner.

INITIAL TERM: One Hundred Twenty (120) months

BASE RENT:

Months	Base Rent (per month)
1-12	\$ 3,000.00
13-24	\$ 3,000.00
25-36	\$ 3,000.00
37-48	\$ 3,045.00
49-60	\$ 3,090.67
61-72	\$ 3,137.04
73-84	\$ 3,184.09
85-96	\$ 3,231.85
97-108	\$ 3,280.33
109-120	\$ 3,329.53

FIRST MONTH'S PRE-PAID RENT: \$3,000 due upon Lease execution.

SECURITY DEPOSIT: \$3,329.53

BROKERS: None.

ADDRESSES FOR NOTICES:

To: Tenant

County Administrative Office
P.O. Drawer N
Independence, CA 93526
Bishop, CA 93514
Telephone (760) 878-0460
Email: dellis@inyocounty.us

To: Landlord

SSW19, LLC
Attn: Sam Walker
3071A W. Line St.
Bishop, CA 93514
Telephone: (760) 914-2484
Email: mammothbrew@earthlink.net

IN WITNESS WHEREOF, the parties hereto have executed this Lease, consisting of the foregoing Basic Lease Information, the following Standard Lease Provisions consisting of Paragraphs 1 through 23 (the "Standard Lease Provisions") and Exhibits A (Insurance), B (Rules and Regulations, C (Depiction of Premises), and D (Landlord Improvements), all of which are incorporated herein by this reference (collectively, this "Lease"). In the event of any conflict between the provisions of the Basic Lease Information and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control.

"Landlord"

SSW19, LLC, a California limited liability company

By: 
Name: Sam Walker, Manager

Date: 11/17/21

"Tenant"

County of Inyo

By: 
Name: Jeff Griffiths, Chair
Board of Supervisors

Date:

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this Lease, consisting of the foregoing Basic Lease Information, the following Standard Lease Provisions consisting of **Paragraphs 1 through 23** (the "Standard Lease Provisions") and **Exhibits A (Insurance), B (Rules and Regulations, C (Depiction of Premises), and D (Landlord Improvements)**, all of which are incorporated herein by this reference (collectively, this "Lease"). In the event of any conflict between the provisions of the Basic Lease Information and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control.

"Landlord"

SSW19, LLC, a California limited liability company

By: 

Name: Sam Walker, Manager

Date: 11/17/21

"Tenant"

County of Inyo

By: _____

Name: Jeff Griffiths, Chair
Board of Supervisors

Date: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

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"Landlord"

SSW19, LLC, a California limited liability company

By: _____
Name: Sam Walker, Manager

Date:

"Tenant"

County of Inyo

By: _____
Name: Jeff Griffiths, Chair
Board of Supervisors

Date:

APPROVED AS TO FORM AND LEGALITY:

County Counsel


APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

STANDARD LEASE PROVISIONS

1. Premises.

1.1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, those certain premises (the "Premises") described in the Basic Lease Information, whose street address is as shown in the Basic Lease Information and contains improvements and appurtenances. However, Landlord reserves the right to preserve the condition and value of the Premises, including without limitation to (a) prevent the use of the Premises by unauthorized persons; (b) temporarily close any portion of the Premises for repairs, improvements or alterations, to prevent dedication or an easement by prescription; (c) renovate, upgrade or change the shape and size of the Premises or add improvements to the Premises including, without limitation, parking areas, roadways and curb cuts, and (d) to construct buildings on the Premises, so long as such closures and/or changes to the Premises do not unreasonably interfere with Tenant's use of the Premises.

1.2. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that as of the date of this Lease, the Premises has not undergone inspection by a "Certified Access Specialist" ("CASp") to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code Section 55.53. Landlord hereby discloses pursuant to California Civil Code Section 1938 as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Landlord and Tenant hereby acknowledge and agree that in the event that a party elects to perform a CASp inspection of the Premises hereunder, such CASp inspection shall be performed at that party's sole cost and expense and the party obtaining the inspection shall be solely responsible for the cost of any repairs, upgrades, alterations and/or modifications to the Premises necessary to correct any such violations of construction-related accessibility standards identified by such CASp inspection as required by applicable laws, which repairs, upgrades, alterations and/or modifications may, at Landlord's option following any inspection obtained by Tenant, be performed by Landlord at Tenant's expense, payable as additional rent within ten (10) days following Landlord's demand. Otherwise, the responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards shall be governed by the terms of the Lease. Notwithstanding the foregoing, this paragraph does not excuse the Landlord from its duty to ensure that the Landlord Improvements are constructed in compliance with the Americans With Disabilities Act and other applicable accessibility standards.

2. Term.

2.1. Unless earlier terminated in accordance with the provisions hereof, the term of this Lease (the "Term") shall be as set forth in the Basic Lease Information; provided, however, in the event the Term Commencement Date (defined below) occurs on a date other than the first day of a calendar month, there shall be added to the Term the partial month ("Partial Lease Month") from the Term Commencement Date to (but not including) the first day of the calendar month following the Term Commencement Date.

2.2. Subject to the provisions of this Paragraph 2, the Term shall commence upon the Commencement Date set forth in the Basic Lease Information (the "Term Commencement Date"). In the event the Term Commencement Date is delayed or otherwise does not occur on the Commencement Date specified in the Basic Lease Information, this Lease shall not be void or voidable, the Term shall not be extended, and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom; provided that Tenant shall not be liable for any Rent (defined below) for any period prior to the Term Commencement Date except as may otherwise be provided in this Lease. This Lease shall be a binding contractual obligation effective upon execution hereof by Landlord and Tenant ("Effective Date"), notwithstanding any later commencement of the Term.

2.3. Landlord may deliver to Tenant written notice for Tenant's acknowledgment and confirmation of the Term Commencement Date, but Tenant's failure or refusal to do so shall not negate Tenant's acceptance of the Premises or affect determination of the Term Commencement Date.

2.4. So long as no Event of Default exists, Tenant shall have the right to extend the Term of this Lease for two (2) additional, consecutive five (5) year periods upon Tenant delivering written notice of its election to exercise such option(s) no less than six (6) months prior to the expiration of the Term (as may be extended hereby). Upon such exercise, all of the terms

and conditions of this Lease shall continue during the Extension Term, except the Base Rent shall be increased by two percent (2%) of the Base Rent then in effect, which amount shall increase by two percent (2%) on each anniversary thereafter. All other terms and conditions of this Lease, other than with respect to the Base Rent pursuant to Paragraph 3.1 below, shall remain in full force and effect during such extensions.

2.5. 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 prior to the commencement of Landlord's construction of the Landlord Improvements only, County has the option to cancel this Agreement, or any of its terms within one hundred eighty (180) days of its notifying Landlord of the cancellation, reduction, or modification of available funding.

3. Rent.

3.1. Subject to the provisions of this Paragraph 3.1, Tenant agrees to pay during the Term as Base Rent for the Premises the sums specified in the Basic Lease Information ("**Base Rent**"). Landlord and Tenant acknowledge and agree that the calculation of Base Rent is not tied to the rentable square feet and is not subject to adjustment should the actual size be determined to be different. Tenant is not relying on any representation as to the size of the Premises made by Landlord, and the rentable square feet of the Premises is not material to Tenant's decision to lease the Premises.

3.2. On the third anniversary of the Lease Commencement Date, and every year thereafter, Base Rent shall be increased in accordance with the sums and rates specified in the Basic Lease Information. Tenant shall pay this amount, together with the monthly rent next becoming due under this Lease, and shall thereafter pay the monthly rent due under this Lease at this increased rate, which shall constitute Base Rent. Landlord's failure to demand the adjusted Base Rent shall not be considered a waiver of Landlord's rights to adjust the monthly Base Rent due, nor shall it affect Tenant's obligations to pay the increased Base Rent.

3.3. Except as expressly provided to the contrary herein, Base Rent shall be payable in equal consecutive monthly installments, in advance, without demand, deduction or offset, commencing on the Term Commencement Date and continuing on the first day of each calendar month thereafter. However, the first full monthly installment of Base Rent shall be payable upon Tenant's execution of this Lease. If the Term Commencement Date is a day other than the first day of a calendar month, then the Rent for the Partial Lease Month (the "**Partial Lease Month Rent**") shall be prorated based on a month of 30 days. The Partial Lease Month Rent shall be payable by Tenant on the first day of the calendar month next succeeding the Term Commencement Date. Base Rent, all forms of additional rent payable hereunder by Tenant and all other amounts, fees, payments or charges payable hereunder by Tenant (collectively, "**Additional Rent**") shall (i) each constitute rent payable hereunder (and shall sometimes collectively be referred to herein as "**Rent**"), (ii) be payable to Landlord in lawful money of the United States when due without any prior demand therefor, except as may be expressly provided to the contrary herein, and (iii) be payable to Landlord at Landlord's address set forth in the Basic Lease Information or to such other person or to such other place as Landlord may from time to time designate in writing to Tenant. Any Rent or other amounts payable to Landlord by Tenant hereunder for any fractional month shall be prorated based on a month of 30 days.

4. **Delinquent Payment; Handling Charges.** In the event Tenant is more than ten (10) days late in paying any amount of Rent or any other payment due under this Lease, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the delinquent amount, or \$250.00, whichever amount is greater. In addition, any amount due from Tenant to Landlord hereunder which is not paid within ten (10) days of the date due shall bear interest at an annual rate (the "**Default Rate**") equal to ten percent (10%) from the date the payment was due. Landlord and Tenant agree that this late charge represents a reasonable estimate of the costs and expenses Landlord will incur and is fair compensation to Landlord for its loss suffered by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. All bank service charges resulting from any bad checks shall be borne by Tenant. The minimum charge for each occurrence of insufficient funds shall an amount equal to Fifty and 00/100 Dollars (\$50.00).

5. **Security Deposit.** Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord the amount of Security Deposit (the "**Security Deposit**") specified in the Basic Lease Information, which shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon a default by Tenant or an Event of Default (defined below). If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit (a) for the payment of any Rent or any other sum in default, (b) for the payment of any other amount which Landlord may spend or become obligated to spend by reason of such default by Tenant, and (c) to compensate Landlord for any other loss or damage which Landlord may suffer by reason of such default by Tenant. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after demand therefor by Landlord, deposit with Landlord cash in an amount sufficient to restore the Security Deposit to the amount required to be maintained by Tenant hereunder. Following expiration or the sooner termination of this Lease Landlord shall return to Tenant any remaining portion of the Security Deposit within sixty

(60) days after the Landlord receives possession of the Premises. The Security Deposit may be commingled by Landlord with Landlord's other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises, then Landlord may assign the Security Deposit to the transferee and thereafter Landlord shall have no further liability or obligation for the return of the Security Deposit.

6. Utility Services, Taxes and Operating Costs.

6.1. Landlord and Tenant acknowledge and agree that the Landlord Improvements shall include a heating, ventilation, and air cooling system ("HVAC") sufficient to provide commercially reasonable heating and air conditioning services in the interior of the Premises. At all times during the Term, (a) Tenant shall be responsible for day-to-day, routine maintenance of the HVAC and (b) Landlord shall be responsible for major repairs and replacements of the HVAC, subject to reimbursement by Tenant of (i) any damage caused by, or repairs and replacements required due to the acts of, Tenant or the Tenant Parties (including without limitation Tenant's failure to adequately perform routine maintenance as required in Paragraph 6.1(a), and (ii) the amortized portion of any costs incurred by Landlord pursuant to this Section 6.1(b) (amortized over the useful life of the HVAC), which costs shall be billed annually by Landlord. Notwithstanding the foregoing, Landlord shall have no responsibility for maintenance of the HVAC unless Tenant obtains and delivers proof thereof to Landlord, at Tenant's sole cost and expense, a contract for routine, annual maintenance of the HVAC as reasonably approved by Landlord if Tenant utilizes a third party contractor for such work. If Tenant performs such work in-house, Tenant shall maintain records of such annual maintenance and make same reasonably available to Landlord upon Landlord's request.

6.2. Tenant shall contract for and pay directly when due for all water, gas, light, power, telephone, sewer, sprinkler charges, cleaning, waste disposal, and other utilities and services (the "Services") Tenant chooses to use on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Following delivery of the Premises and completion of the Landlord Improvements, in no case shall the unavailability of any Service (or any diminution in the quality or quantity thereof) or any interference in Tenant's business operations within the Premises due to the unavailability of any Service render Landlord liable to Tenant or any person using or occupying the Premises under or through Tenant (including, without limitation, any contractor, employee, agent, invitee or visitor of Tenant) (each, a "Tenant Party") for any damages of any nature whatsoever caused thereby, constitute a constructive eviction of Tenant, constitute a breach of any implied warranty by Landlord, or entitle Tenant to any abatement of Tenant's rental obligations hereunder, unless due to the gross negligence or intentional misconduct by Landlord or its agents. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to an interruption, failure or inability to provide any services.

6.3. Landlord shall pay all real property taxes applicable to the Premises ("Real Property Taxes"). Tenant shall cooperate with Landlord at Landlord's reasonable expense to obtain any and all available property tax credits, deductions, reductions or other incentives, including without limitation, applying at Landlord's request, for any tax reductions based on Tenant's status as a public or quasi-public entity. Tenant has made no representations regarding the availability of any such tax reductions or any other special treatment of this Lease or any benefits to Landlord based on Tenant's status as a public entity.

6.4. Tenant shall pay prior to delinquency all taxes assessed against and levied upon all personal property of Tenant contained in the Premises or elsewhere. When possible, Tenant shall cause its trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

6.5. In addition to all other amounts set forth herein, Tenant shall pay to Landlord, as additional rent within thirty (30) days following demand from Landlord, all Operating Costs in any calendar year or portion thereof during the Term. The term "Operating Costs" shall mean all costs and expenses actually incurred by Landlord in connection with the Premises, other than with respect to the Landlord Improvements, Real Property Taxes, Landlord's Insurance, voluntary capital expenditures incurred by Landlord not required for the maintenance or preservation of the Premises, and Landlord's maintenance obligations pursuant to Paragraph 7.2 below.

7. Improvements, Alterations, Repairs and Maintenance, Entry.

7.1. **Improvements; Alterations.** Except as expressly set forth in **Exhibit D**, any alterations, additions, deletions, modifications or utility installations in, of or to the improvements at the Premises (collectively, "Alterations") shall be installed at Tenant's expense and only in accordance with detailed plans and specifications, construction methods, and all appropriate permits and licenses, all of which have been previously submitted to and approved in writing by Landlord, and by a professionally qualified and licensed contractor and subcontractors reasonably approved by Landlord. Except as expressly set forth herein, no Alterations in or to the Premises may be made without (a) Landlord's prior written consent and (b) compliance with such requirements and construction regulations concerning such Alterations as Landlord may impose from time to time. Landlord will not be deemed to unreasonably withhold its consent to any Alteration that violates Regulations (hereinafter

defined), may affect or be incompatible with the building's structure or its HVAC, plumbing, life-safety, electrical, mechanical or other basic systems, or the appearance of the Premises. All Alterations made in or upon the Premises shall at Landlord's option, either be removed by Tenant at Tenant's sole expense prior to the end of the Term (and Tenant shall restore the portion of the Premises affected to its condition existing immediately prior to such Alteration), or shall remain on the Premises at the end of the Term. All Alterations shall be constructed, maintained, insured and used by Tenant, at its risk and expense, in a first-class, good and workmanlike manner, and in accordance with all Regulations (hereinafter defined). At least ten (10) days before beginning construction of any Alteration, Tenant shall give Landlord written notice of the expected commencement date of that construction to permit Landlord to post and record a notice of non-responsibility. Upon substantial completion of construction, if the law so provides, Tenant shall promptly cause a notice of completion to be recorded in the office of the recorder of the county in which the Premises is located. Notwithstanding anything to the contrary, Tenant shall be permitted to complete, without Landlord's prior written consent, cosmetic or non-structural Alterations with a value less than \$5,000 that Tenant determines are reasonably necessary for Tenant's use and enjoyment of the Premises.

7.2. Repairs and Maintenance. During the Term, and except for any damage caused by, or repairs and replacements required due to the acts of, Tenant or the Tenant Parties, (a) Landlord shall maintain (including repairs and replacements as necessary), the roof, foundation, plumbing, pipes, and structural portions of the Premises in good working order and condition, and (b) Tenant shall maintain all other aspects of the Premises in a first class, clean, safe and good working order and condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Tenant's obligations hereunder shall include, but not be limited to, Tenant's trade fixtures and equipment, ceilings, interior walls, entrances, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass, light fixtures and bulbs, keys and locks, fire extinguishers, and equipment which serves the Premises, whether located within or outside the Premises. All replacements shall be of a quality equal to or exceeding that of the original. Tenant shall also at Landlord's option perform or reimburse Landlord for any repairs, maintenance and replacements to areas outside the Premises caused as a result of moving any furniture, fixtures, or other property to or from the Premises, or otherwise caused by Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors. Any repairs or other work by Tenant hereunder shall be performed in accordance with all the terms and requirements of this Lease.

7.3. Landlord Right to Repair. Landlord may, but is not required to, make any repairs which Tenant is obligated to make pursuant to the terms of this Lease, upon which Tenant shall pay the cost of such repairs, to Landlord, as Additional Rent, promptly upon receipt of a bill from Landlord for same. If said bill is valid but not paid in full within 60 days Tenant shall be liable to pay interest for the outstanding cost at the rate of ten percent (10%) per annum.

7.4. Landlord Entry. Landlord reserves the right, personally or by its duly authorized agents, subject to applicable Regulations, to enter upon the Premises at all reasonable times during Tenant's business hours, and without unreasonably interfering with Tenant's use or enjoyment of the Premises, for the purpose of: (a) inspecting the condition of the Premises; (b) showing the Premises to prospective purchasers or encumbrancers, or in the last twelve (12) months of the term, to tenants; (c) making repairs which Landlord is obligated or deems it necessary to make or otherwise exercising Landlord's rights hereunder; and (d) at any time in the event of emergency. Except to the extent of Landlord's gross negligence or willful misconduct, Tenant hereby waives any claim for damages for any injury or any inconvenience to or interference with Tenant's business and any loss of occupancy.

7.5. Mechanic's Liens. Tenant shall not cause, suffer or permit any mechanic's or materialman's lien, claim, or stop notice to be filed or asserted against the Premises or any funds of Landlord for any work performed, materials furnished, or obligation incurred by or at the request of Tenant or any Tenant Party. If any such lien, claim or notice is filed or asserted, then Tenant shall, within thirty (30) days after Landlord has delivered notice of the same to Tenant, either (a) pay and satisfy in full the amount of (and eliminate of record) the lien, claim or notice or (b) diligently contest the same and deliver to Landlord a bond or other security therefor in substance and amount (and issued by an issuer) satisfactory to Landlord.

8. Use.

8.1. Permitted Use. Tenant shall continuously occupy and use the Premises only for the Permitted Use stated in the Basic Lease Information (the "**Permitted Use**") and shall not create or permit any nuisance or unreasonable interference with or disturbance of any other tenants of Landlord, or create any parking density with respect to Tenant or any Tenant Party at the Premises greater than that specified in the Basic Lease Information. Tenant shall at its sole cost and expense comply with all existing or future applicable municipal, state and federal and other governmental statutes, rules, requirements, regulations, laws and ordinances, including zoning ordinances and regulations, and covenants, easements and restrictions of record governing and relating to the use, occupancy or possession of the Premises, or to the use, storage, generation or disposal of Hazardous Materials (hereinafter defined) (collectively "**Regulations**"). Should any Regulation now or hereafter be imposed on Tenant or Landlord by any governmental body relating to the use or occupancy of the Premises by Tenant or any Tenant Party or concerning occupational, health or safety standards for employers, employees, or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such Regulations.

8.2. Hazardous Materials.

8.2.1. General Restrictions. Tenant shall conduct its business and shall cause each Tenant Party to act in such a manner as to (a) not release or permit the release of any Hazardous Material in, under, on or about the Premises in violation of applicable Regulations, or (b) not use, store, generate, treat, discharge, disperse, handle, manufacture, transport or dispose of (collectively, "**Handle**") any Hazardous Materials (other than incidental amounts of customary cleaning and office supplies) in or about the Premises in violation of applicable Regulations, without the prior written consent of Landlord, which consent Landlord may withhold in its reasonable discretion ("**Hazardous Materials Consent Requirements**"). "**Hazardous Material**" means any hazardous, explosive, radioactive or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or agency, including, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any Regulation, (ii) petroleum or petroleum derivative, (iii) a flammable explosive, (iv) a radioactive material or waste, (v) a polychlorinated biphenyl, (vi) asbestos or asbestos containing material, (vii) infectious waste or mold, or (viii) a carcinogen.

8.2.2. Required Disclosures. Within fifteen days of a written request by Landlord (each such date is hereinafter referred to as a "**Disclosure Date**"), Tenant shall disclose to Landlord in writing the names and amounts of all Hazardous Materials, or any combination thereof, which were Handled on, in, under or about the Premises for the twelve (12) month period prior to such Disclosure Date, or which Tenant intends to Handle on, under or about the Premises during the twelve (12) month period following the Disclosure Date.

8.2.3. Additional Obligations. If any Hazardous Materials shall be released into the environment comprising or surrounding the Premises in connection with the acts, omissions or operations of Tenant or any Tenant Party, Tenant shall at its sole expense promptly prepare a remediation plan therefor consistent with applicable Regulations and recommended industry practices (and approved by Landlord and all governmental agencies having jurisdiction) to fully remediate such release, and thereafter shall prosecute the remediation plan so approved to completion with all reasonable diligence and to the satisfaction of Landlord and applicable governmental agencies. If any Hazardous Materials are Handled in, under, on or about the Premises during the Term, or if Landlord determines in good faith that any release of any Hazardous Material or violation of Hazardous Materials Regulations may have occurred in, on, under or about the Premises during the Term, Landlord may require Tenant to, at Tenant's sole expense, (i) retain a qualified environmental consultant reasonably satisfactory to Landlord to conduct a reasonable investigation (an "**Environmental Assessment**") of a nature and scope reasonably approved in writing in advance by Landlord with respect to the existence of any Hazardous Materials in, on, under or about the Premises and providing a review of all Hazardous Materials activities of Tenant and the Tenant Parties, and (ii) provide to Landlord a reasonably detailed, written report, prepared in accordance with the institutional real estate standards, of the Environmental Assessment.

8.3. Equipment. Tenant shall install in the Premises only such equipment as is customary for Tenant's Permitted Use and shall not overload the floors or electrical circuits of the Premises or alter the plumbing or wiring of the Premises. All telecommunications equipment, conduit, cables and wiring, additional dedicated circuits and any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense and, upon expiration or termination of the Lease at Landlord's written request shall be removed by Tenant at Tenant's sole cost and expense. Tenant shall have no right to install any equipment on or through the roof of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld.

8.4. Encumbrances. Prior to the Term Commencement Date, Landlord shall deliver to Tenant a copy of Landlord's most recent preliminary title report or title insurance policy, showing all encumbrances and exceptions thereto ("**Encumbrances**") together with copies of such referenced documents to the extent available to Landlord. Tenant acknowledges and agrees that Tenant's use and occupancy of the Premises pursuant to this Lease shall at all times be subject to

any such Encumbrances and all future Encumbrances; provided, however, that Landlord shall not voluntarily enter into any Encumbrances which will unreasonably interfere with Tenant's use of the Premises for the Permitted Use. Tenant acknowledges and agrees that Tenant shall at all times comply with them, including without limitation any and all requirements with respect to use, maintenance, alteration, restoration and assessments. Tenant shall indemnify, defend, and hold Landlord harmless from any and all violations of any Encumbrances by Tenant or the Tenant Parties.

9. Assignment and Subletting.

9.1. Transfers; Consent. Tenant shall not, without the prior written consent of Landlord, (a) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest herein, whether directly, indirectly or by operation of law, (b) sublet any portion of the Premises, or (c) grant any license, concession, or other right of occupancy of or with respect to any portion of the Premises, or to permit the use of the Premises by any party other than Tenant or a Tenant Party (each of the events listed in this Paragraph 9.1 being referred to herein as a "Transfer"). If Tenant requests Landlord's consent to any Transfer, then at least twenty (20) business days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and additional information as Landlord may reasonably request. Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided that the parties agree that it shall be reasonable for Landlord to withhold any such consent if, without limitation, Landlord determines in good faith that (A) the proposed transferee is not of a reasonable financial standing or is not creditworthy, (B) the proposed Transfer would result in a breach of any obligation of Landlord, or (C) there is then in effect, or has occurred at any time, an uncured Event of Default. Any Transfer made without Landlord's consent shall be void and, at Landlord's election, shall constitute an Event of Default by Tenant. Tenant shall also, within ten (10) days of written demand therefor, pay to Landlord \$1,500 as a review fee for each Transfer request, and reimburse Landlord for its reasonable attorneys' fees and all other costs incurred in connection with considering any request for consent to a proposed Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord an agreement in the form approved by Landlord whereby the proposed transferee expressly assumes the Tenant's obligations hereunder. Landlord's consent to a Transfer shall not release Tenant from any obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable for all obligations under this Lease allocable to the space subject to such Transfer. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. In the event of any claim by Tenant that Landlord has breached its obligations under this Paragraph 9.1, Tenant's remedies shall be limited to recovery of its out-of-pocket damages and injunctive relief.

9.2. Transfer Profits. In the event of a Transfer pursuant to this Paragraph 9, Tenant shall pay to Landlord, immediately upon receipt thereof, the excess ("Transfer Profits") of all compensation and other consideration paid to or for the benefit of Tenant (or any affiliate thereof) for the Transfer in excess of Base Rent and Additional Rent payable by Tenant hereunder during the remainder of the Term (after straight-line amortization of any reasonable brokerage commissions paid by Tenant in connection with the Transfer over the term of the Transfer).

10. Insurance, Waivers, Subrogation and Indemnity.

10.1. Insurance. Landlord and Tenant shall maintain throughout the Term the insurance policies described on Exhibit A attached hereto and shall otherwise comply with the obligations and requirements provided on Exhibit A, as may be reasonably modified from time to time by Landlord's insurance consultants and brokers. At all times during the Term and any extensions or renewals, Tenant shall also cause Tenant's agents, contractors, or subcontractors to keep and maintain workers' compensation insurance and other forms of insurance as may from time to time be required by Regulations or may otherwise be necessary to protect Landlord and the Premises from claims of any person who may at any time work on the Premises, whether as a servant, agent, or employee of Tenant or otherwise. Landlord makes no representation that the insurance requirements provided herein are adequate.

10.2. Waiver of Subrogation. Landlord and Tenant each waives any claim, loss or cost it might have against the other for any injury to or death of any person or persons, or damage to or theft, destruction, loss, or loss of use of any property (a "Loss"), to the extent the same is insured against (or is required to be insured against under the terms hereof) under any "all risk" property damage insurance policy covering the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, regardless of whether the negligence of the other party caused such Loss.

10.3. Indemnity. Subject to Paragraph 10.2, Tenant shall indemnify, defend and hold Landlord and each of its directors, shareholders, partners, lenders, members, managers, contractors, property managers, affiliates and employees (collectively, "Landlord Indemnitees") from and against all claims, demands, proceedings, losses, obligations, liabilities, causes of action, suits, judgments, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from or asserted in connection with the use or occupancy of the Premises by Tenant or any Tenant Party, including, without limitation, by reason of any release (or any Handling) of any Hazardous Materials by Tenant or any Tenant Party in, under, on, or about the Premises, or any negligence or misconduct of Tenant or of any Tenant Party in or about

the Premises, or Tenant's breach of any of its covenants under this Lease, except in each case to the extent arising from the gross negligence or willful misconduct of Landlord or any Landlord Indemnitee. Except to the extent expressly provided in this Lease, Tenant hereby waives all claims against and releases Landlord and each Landlord Indemnitee for any injury to or death of persons, damage to property or business loss in any manner related to (i) Tenant's use and occupancy of the Premises, (ii) acts of God, (iii) acts of third parties, or (iv) any matter outside of the reasonable control of Landlord. This Paragraph 10.3 shall survive termination or expiration of this Lease.

11. Subordination; Attornment.

11.1. Subordination. This Lease is subject and subordinate to all present and future ground or master leases of the Premises and to the lien of all mortgages or deeds of trust (collectively, "Security Instruments") now or hereafter encumbering the Premises, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of any such Security Instruments, unless the holders of any such mortgages or deeds of trust, or the lessors under such ground or master leases (such holders and lessors are sometimes collectively referred to herein as "Holders") require in writing that this Lease be superior thereto. Notwithstanding any provision of this Paragraph 11 to the contrary, any Holder of any Security Instrument may at any time subordinate the lien of its Security Instrument to this Lease without obtaining Tenant's consent by giving Tenant written notice of such subordination, in which event this Lease shall be deemed to be senior to the Security Instrument in question. Tenant shall, within fifteen (15) days of request to do so by Landlord, execute, acknowledge and deliver to Landlord such further reasonable instruments or assurances as Landlord may deem necessary or appropriate to evidence or confirm the subordination or superiority of this Lease to any such Security Instrument. Tenant hereby irrevocably authorizes Landlord to execute and deliver in the name of Tenant any such instrument or instruments if Tenant fails to do so within said fifteen (15) day period.

11.2. Attornment. Tenant covenants and agrees that in the event that any proceedings are brought for the foreclosure of any mortgage or deed of trust, or if any ground or master lease is terminated, it shall attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or master lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as "Landlord" under this Lease. If requested, Tenant shall enter into a new lease with that successor on the same terms and conditions as are contained in this Lease (for the unexpired portion of the Term then remaining).

12. Rules and Regulations. Tenant shall comply, and shall cause each Tenant Party to comply, with the Rules and Regulations which are attached hereto as Exhibit B, and all such nondiscriminatory modifications, additions, deletions and amendments thereto as Landlord shall reasonably adopt in good faith from time to time. In the event of any conflict between the terms of this Lease and the terms of any Rules and Regulations, the terms of this Lease shall control.

13. Condemnation. If the entire Premises are taken by right of eminent domain or conveyed by Landlord in lieu thereof (a "Taking"), this Lease shall terminate as of the date of the Taking. If any part of the Premises becomes subject to a Taking and such Taking will prevent Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If any material portion, but less than all, of the Premises becomes subject to a Taking, then Base Rent thereafter payable hereunder shall be equitably abated for the duration of the Taking in proportion to that portion of the Premises rendered untenable by such Taking. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the land on which the Premises is situated, the Premises, and other improvements taken, and Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor for the value of Tenant's personal property and loss of goodwill which Tenant is entitled to remove under this Lease and moving and relocation costs. Landlord and Tenant agree that the provisions of this Paragraph 13 and the remaining provisions of this Lease shall exclusively govern the rights and obligations of the parties with respect to any Taking of any portion of the Premises or the land on which the Premises is located. This Lease sets forth the terms and conditions upon which this Lease may terminate in the event of a taking. Accordingly, the parties waive the provisions of the California Code of Civil Procedure Section 1265.130 and any successor or similar statutes permitting the parties to terminate this Lease as a result of a taking.

14. Fire or Other Casualty.

14.1. Tenant Obligation to Repair/Rebuild. If all or any portion of the Premises is damaged by fire or other casualty (a "Casualty"), Tenant shall, within a reasonable time after the Casualty, repair the damage to the Premises resulting from such Casualty and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as existed immediately before such Casualty, except for modifications required by Regulations, and modifications to the Premises reasonably deemed desirable by Landlord. Landlord shall assign to Tenant any insurance proceeds received by Landlord in connection with such Casualty, which Landlord agrees to use commercial reasonable efforts to obtain. Landlord shall have no

liability for any inconvenience or annoyance to Tenant or injury to Tenant's business as a result of any Casualty, regardless of the cause therefor.

14.2. Statutory Waiver. Landlord and Tenant agree that the provisions of this Paragraph 14 and the remaining provisions of this Lease shall exclusively govern the rights and obligations of the parties with respect to any and all damage to, or destruction of, all or any portion of the Premises by Casualty, and Landlord and Tenant hereby waive and release each and all of their respective common law and statutory rights inconsistent herewith, whether now or hereinafter in effect, including without limitation the provisions of California Civil Code Section 1932, Subsection 2, and Section 1933, Subsection 4 (and any successor statutes thereof permitting the parties to terminate this Lease as a result of any damage or destruction).

15. Parking. Tenant shall have the right to the nonexclusive use of the parking facilities serving the Premises, if any, for the parking of motor vehicles used by Tenant and Tenant Parties only; such rights are not transferable without Landlord's approval, which may be withheld in its sole discretion. The use of such parking facilities shall be subject to such rules and regulations as are adopted by Landlord from time to time for the use of such facilities.

16. Default. Any of the following shall constitute an "Event of Default" by Tenant under this Lease (time of performance being of the essence of this Lease): (a) any failure by Tenant to pay any installment of Base Rent, Additional Rent or to make any other payment required to be made by Tenant hereunder when due, where such failure continues for five (5) days after delivery of written notice of such failure by Landlord to Tenant; (b) the abandonment or vacation of the Premises by Tenant; (c) any failure by Tenant to execute and deliver any estoppel certificate or other document or instrument requested by Landlord, where such failure continues for five (5) days after delivery of written notice of such failure by Landlord to Tenant; (d) any failure by Tenant to fully perform any other obligation of Tenant under this Lease, where such failure continues for fifteen (15) days (except where a shorter period of time is specified in this Lease, in which case such shorter time period shall apply) after delivery of written notice of such failure by Landlord to Tenant; (e) the voluntary or involuntary filing of a petition by or against Tenant (i) in any bankruptcy or other insolvency proceedings (ii) seeking any relief under any state or federal debtor relief law, (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease, or (iv) for the reorganization or modification of Tenant's capital structure (provided, however, that if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within sixty (60) days after the filing thereof); or (f) any release of any Hazardous Material in violation of Regulations by reason of the acts or omissions of Tenant or any Tenant Party, or any violation of the Hazardous Material Consent Requirements; or (g) any other event, act or omission which any other provision of this Lease identifies as an Event of Default.

17. Remedies for Default. Upon occurrence of an Event of Default as described in Paragraph 16, Landlord shall have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under any Regulation or under this Lease:

17.1. Landlord may at its option terminate this Lease, without prejudice to its right to damages for Tenant's breach. With or without termination, Landlord may retake possession of the Premises and may use or relet the Premises without accepting a surrender or waiving the right to damages. Following such retaking of possession, efforts by Landlord to relet the Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the space at rates not less than the current rates for the Premises.

17.2. Landlord may recover from Tenant: (a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (b) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus (d) any other amount necessary to compensate Landlord for all the detriment caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to: unamortized Tenant Improvement costs; attorneys' fees; brokers' commissions; the costs of refurbishment, alterations, renovation and repair of the Premises; and removal (including the repair of any damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, Tenant Changes, Tenant Improvements and any other items which Tenant is required under this Lease to remove but does not remove. As used in this Paragraph 17.2(a) and (b), the "worth at the time of award" is computed by allowing interest at the maximum rate permitted by applicable law. As used in this Paragraph 17.2(c), the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

17.3. Subject to Landlord's duty to mitigate its damages, Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect

to terminate this Lease on account of any event of default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

17.4. If an Event of Default at any time remains uncured, Landlord may, but shall not be obligated to, make any payment or perform any obligation that Tenant has failed to perform when required under this Lease. All of Landlord's expenditures incurred to correct the failure to perform under this paragraph shall be reimbursed by Tenant upon demand with interest from the date of expenditure at the rate of ten percent (10%) per annum. Landlord's right to correct Tenant's failure to perform is for the sole protection of Landlord and the existence of this right shall not release Tenant from the obligation to perform all the covenants herein required to be performed by Tenant, or deprive Landlord of any other right Landlord may have by reason of default of this Lease by Tenant, whether or not Landlord exercises its right under this Paragraph.

17.5. Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Paragraphs 17 above, or any law or other provision of this Lease), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive, or other equitable relief and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

17.6. Tenant hereby waives for Tenant and for all those claiming under Tenant all rights now and hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

17.7. Following the occurrence of three (3) instances of payment of Rent more than ten (10) days late, the late charge set forth in Paragraph 4 shall apply from the date payment was due.

18. **Surrender.** No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord all keys (including any electronic access devices and the like) to the Premises, and Tenant shall deliver to Landlord the Premises in substantially the same condition as originally received, ordinary wear and tear excepted, provided that ordinary wear and tear shall not include repair and clean up items. By way of example, but without limitation, repair and clean up items shall include cleaning of all interior walls and floors, replacement of damaged or missing ceiling or floor tiles, window coverings or cover plates, removal of any Tenant-introduced markings, repair of all holes and gaps and repainting required thereby, the removal of any storage tanks installed by Tenant or any Tenant Party, the removal and full remediation of any soil, material or ground water contamination by Tenant or any Tenant Party in accordance with all Regulations and all requirements hereunder, as well as the removal requirements below. In addition, prior to the expiration of the Term or any sooner termination thereof, (a) Tenant shall remove from the Premises all unattached trade fixtures, furniture, equipment and personal property located in the Premises, including, without limitation, phone equipment, wiring, cabling and all garbage, waste and debris, and (b) Tenant shall repair all damage to the Premises caused by any such removal including, without limitation, full restoration of all holes and gaps resulting from any such removal and repainting required thereby. All personal property and fixtures of Tenant not so removed shall, to the extent permitted under applicable Regulations, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items.

19. **Holding Over.** If Tenant holds over after the expiration or earlier termination of the Term hereof, with or without the express or implied consent of Landlord, Tenant shall become and be only a tenant at sufferance. After the expiration or termination of the Term, and upon sixty (60) days written notice from Landlord to the Tenant, the daily rent shall equal one-thirtieth of one hundred and fifty percent (150%) of the monthly installment of Base Rent (and estimated Additional Rent payable under Paragraph 3) payable by Tenant immediately prior to such expiration or termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable, as reasonably determined by Landlord. Neither any provision hereof nor any acceptance by Landlord of any Rent after any such expiration or earlier termination (including, without limitation, through any "lockbox") shall be deemed a consent to any holdover hereunder or result in a renewal of this Lease or an extension of the Term, or any waiver of any of Landlord's rights or remedies with respect to such holdover. Notwithstanding any provision to the contrary contained herein, (i) Landlord expressly reserves the right to require Tenant to surrender possession of the Premises upon the expiration of the Term or upon the earlier termination hereof or at any time during any holdover, and the right to assert any remedy at law or in equity to evict Tenant and collect damages in connection with any such holdover, and (ii) Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, obligations, penalties, costs and expenses, including, without limitation, all lost profits and other consequential damages, attorneys' fees, consultants' fees and court costs incurred or suffered by or asserted against Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

20. **Signs.** Any signage for Tenant's Premises shall be installed only with Landlord's prior written approval, which shall not be unreasonably withheld. Tenant's signage shall comply with all codes, ordinances, rules, Regulations and Encumbrances.

All signage shall be maintained as provided in this Lease. Tenant shall pay all costs of permitting and maintenance of said signage during the Term and Tenant shall remove the signage at Tenant's sole cost upon the expiration or termination of the Lease.

21. Miscellaneous.

21.1. Landlord Transfers. Subject to compliance with the following requirements, Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Premises, and in such event and upon such Transfer, the transferor Landlord will be entirely relieved of all covenants and obligations which arise from and after the date the transferee executes and delivers a written agreement in writing form reasonably acceptable to Tenant all of Landlord's obligations hereunder arising from and after the date of such assumption. Notwithstanding anything to the contrary set forth herein, Landlord may not assign its rights and obligations under this Lease at any time prior to the Commencement Date of this Agreement, except for transfers to Landlord's affiliates and related parties. Each assignee or transferee shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of sections 5950-5955 of the California Government Code, which prohibit the offer or sale of any security constituting a fractional interest in this Lease of any portion thereof, without the prior written consent of Tenant. Violation by Landlord of the provisions of Section 5951 of the California Government Code shall constitute a material breach of this Lease, upon which Tenant may terminate the Agreement with thirty (30) days written notice.

21.2. Estoppel Certificates; Financial Statements. At any time and from time to time during the Term, a party shall, without charge, execute, acknowledge and deliver to the other party within twenty (20) days after the other party's request therefor, an estoppel certificate in recordable form containing such factual certifications and other provisions as are found in the estoppel certificate forms requested by institutional lenders and purchasers. Each party agrees in any case that (a) the foregoing certificate may be relied on by anyone holding or proposing to acquire any interest in the Premises from or through the requesting party or by any mortgagee or lessor or prospective mortgagee or lessor of the Premises or of any interest therein and (b) the form of estoppel certificate shall be in a commercially reasonable form. At the request of Landlord from time to time, Tenant shall provide to Landlord within ten (10) days of Landlord's request therefor Tenant's most recent audited financial statements.

21.3. Landlord Default. In no event shall Landlord be deemed to be in breach or default of this Lease unless Landlord fails to timely perform an obligation required to be performed by Landlord following thirty (30) days' written notice from Tenant; provided, however, that if the obligation of Landlord is such that it cannot be reasonably performed within such 30-day period, Landlord shall not be deemed to be in breach or default of this Lease so long as Landlord commences performance within such 30-day period and diligently pursues performance through completion. Tenant waives any right under any Regulation to perform any obligation of Landlord on Landlord's behalf except as expressly set forth herein.

21.4. Limitation of Liability. Tenant agrees that, in the event of default or breach by Landlord under this Lease or arising in connection with this Lease or with the operation, management, leasing, repair, renovation, or alteration of the Premises by Landlord or any other matter relating to the Premises or this Lease, Tenant's remedies shall be limited solely and exclusively to the recovery of damages in an amount equal to the equity interest in the Premises of the then current Landlord, plus any sales or insurance proceeds received by Landlord or any of Landlord's partners, members, shareholders, officers, directors, employees, investment advisors, manager or managers or any successor in interest of any of them (collectively, "Landlord Parties") in connection with the Premises or this Lease.

21.5. Waiver. Neither Landlord, nor any of the Landlord Parties shall have any personal liability under or in connection with this Lease or the Premises, and Tenant hereby expressly waives and releases such personal liability on behalf of itself, its successors and assigns and all persons claiming by, through or under Tenant. The limitations of liability contained in Paragraph 21.3 and this Paragraph 21.4 shall inure to the benefit of the present and each future Landlord and Landlord Parties. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), future member in Landlord (if Landlord is a limited liability company) or trustee or beneficiary (if Landlord or any partner or member of Landlord is a trust), have any liability for the performance of the obligations of Landlord under this Lease. Notwithstanding any contrary provision contained in this Lease, neither Landlord nor any of the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with the business or activities of Tenant, including but not limited to, loss of business or profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

21.6. Notices. Notices, requests, consents or other communications desired or required to be given by or on behalf of Landlord or Tenant under this Lease shall be effective only if given in writing and sent by (a) registered or certified United States mail, postage prepaid, (b) nationally recognized express mail courier that provides written evidence of delivery, fees prepaid; and addressed as set forth in the Basic Lease Information, or at such other address as may be specified from time to time, in writing, or (c) via regular United States mail combined with email service. Any such notice, request, consent, or other

communication shall only be deemed given (i) if sent by registered or certified United States mail, on the day it is officially delivered to or refused by the intended recipient, (ii) if sent by nationally recognized express mail courier, on the date it is officially recorded by such courier, (iii) if delivered personally, upon delivery or, if refused by the intended recipient, upon attempted delivery, or (iv) if delivered via regular United States mail and email, five (5) days after the mailing date or the email delivery date, whichever is later.

21.7. Payment by Tenant; Non-Waiver. Landlord's acceptance of Rent (including, without limitation, through any "lockbox") following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such terms. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

21.8. [Intentionally omitted.]

21.9. Miscellaneous. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Tenant and the person or persons signing on behalf of Tenant represent and warrant that Tenant has full right and authority to enter into this Lease, and that all persons signing this Lease on its behalf are authorized to do so. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All exhibits and attachments attached hereto are incorporated herein by this reference. This Lease shall be governed by and construed in accordance with the laws of the State of California. In any action which Landlord or Tenant brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including without limitation, reasonable attorneys' fees and court costs. Tenant shall not record this Lease or any memorandum hereof. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE. Submission of this Lease to Tenant does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlord and Tenant. This Lease may be executed in any number of counterparts, each of which shall be deemed an original. Time is of the essence as to the performance of each covenant hereunder in which time of performance is a factor. Whenever Landlord has the right to provide its approval or consent under this Lease, or Tenant requests Landlord's right or approval, except as expressly provided herein, Landlord's right or approval shall not be unreasonably withheld, conditioned, or delayed.

21.10. Third Party Contracts. If Tenant contracts with any third party in regards to this Lease or any renewals thereof, Tenant shall be responsible for any fees or surcharges incurred as a result thereof.

21.11. Representation; Preparation. THIS LEASE, ATTACHMENTS AND AMENDMENTS WERE PREPARED AT THE DIRECTION OF LANDLORD. TENANT HAS BEEN ADVISED AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT COUNSEL TO REVIEW THIS LEASE, ATTACHMENTS, AND AMENDMENTS. THE RULE OF CONSTRUCTION THAT A WRITTEN AGREEMENT IS CONSTRUED AGAINST THE PARTY PREPARING OR DRAFTING SUCH AGREEMENT SHALL SPECIFICALLY NOT BE APPLICABLE TO THE INTERPRETATION OR ENFORCEMENT OF THIS LEASE, ATTACHMENTS, AND AMENDMENTS. NO REPRESENTATION OR RECOMMENDATION IS MADE CONCERNING THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES ARISING FROM THIS LEASE.

22. Right of First Refusal. So long as no Event of Default then exists any time, Tenant may exercise a right of first refusal to purchase the Premises from Landlord on the terms and subject to the conditions set forth in this Paragraph 22.

22.1. In the event Landlord desires to sell or otherwise transfer the Premises, Landlord shall first offer the Premises for sale to Tenant by delivering to Tenant a notice of Landlord's intent to sell or exchange, together with the fully-executed third party transfer agreement and all relevant additional documents Tenant may reasonably request (collectively, "**Offer Transfer Notice**"). Tenant may, within fifteen (15) business days after actual receipt, agree to purchase the Premises or the part thereof on the same terms as those set forth in the Offer Transfer Notice. Tenant's rights under this Paragraph 22, and Tenant's additional rights under Paragraph 23, are independent of each other and none of those rights are affected by Tenant's failing to exercise any other of those rights.

22.2. The rights contained in this Paragraph 22 shall be personal to, and may be exercised only by, the originally named Tenant, and not any other assignee, sublessee, or other transferee of Tenant's interest in this Lease.

22.3. The requirements of this Paragraph 22 shall not apply to any transfer by Landlord to (i) a parent corporation or entity; (ii) any subsidiary corporation or entity of Landlord or Landlord's parent corporation or entity; (iii) an affiliated entity in which Landlord, or its subsidiaries or parent corporation or entity or owners or principals, owns at least twenty-five percent (25%) of the outstanding shares or ownership interests of the affiliated entity; (iv) any entity in connection with the merger or consolidation of Landlord; (v) any joint venture or partnership in which Landlord has a majority ownership interest in such joint venture or partnership; (vi) any family member of Landlord or any of its owners, principals, directors or officers; or (v) any transferee who acquires the Premises through foreclosure, deed-in-lieu of foreclosure, or similar procedures by any of Landlord's lenders or creditors unless such action is taken to circumvent the requirements of this Paragraph 22.

23. Right to Purchase the Premises. So long as no Event of Default exists any time, Tenant shall have a right to purchase the Premises from Landlord on the terms and subject to the conditions set forth in this Paragraph 23.

23.1. Tenant shall have the right to purchase the Premises from Landlord at expiration of the Term by delivering written notice to Landlord no later than six (6) months prior to expiration of the Term ("Purchase Notice"), together with a deposit equal to ten percent (10%) of the Purchase Price (as defined below). Such purchase shall be made in accordance with a commercially reasonable purchase and sale agreement, to be agreed upon by the parties within thirty (30) days following Tenant's delivery of the Purchase Notice. If Landlord and Tenant are unable to agree on the form of purchase and sale agreement within thirty (30) days, Tenant's right to purchase the Property pursuant to this Paragraph 23 shall be null and void.

23.2. The Purchase Price ("Purchase Price") shall be equal to the fair market value of the Premises. Within ten (10) days of Landlord's receipt of the Purchase Notice, Landlord shall deliver notice to Tenant setting forth the Purchase Price. Tenant may, at its option, object to the Purchase Price within fifteen (15) days following Landlord's delivery of notice to Tenant setting forth the Purchase Price. Tenant's failure to timely object to the Purchase Price shall be deemed to constitute Tenant's election to accept the Purchase Price. If Tenant timely objects to the Purchase Price, Landlord and Tenant shall attempt to agree upon the fair market value using good-faith efforts. If Landlord and Tenant fail to reach agreement within twenty (20) days following Tenant's objection to the Purchase Price, each party shall make a separate determination of the fair market value which shall be submitted to each other and to arbitration as follows:

23.2.1. Within ten (10) days following the 20-day negotiation period, Landlord and Tenant shall each appoint one arbitrator who shall by profession be a current real estate broker or appraiser of similar properties in the immediate vicinity in which the Premises is located, and who has been active in such field over the last ten (10) years. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted fair market value is the closest to the actual fair market value as determined by the arbitrators, taking into account the requirements this Paragraph. The two (2) arbitrators so appointed shall within five (5) days of the date of the appointment of the last appointed arbitrator agree upon and appoint a third (3rd) arbitrator who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) arbitrators. The three (3) arbitrators shall within fifteen (15) days of the appointment of the third (3rd) arbitrator reach a decision as to what the actual fair market value for the Premises is and whether Landlord's or Tenant's submitted fair market value is the closest thereto, and shall notify Landlord and Tenant thereof. The decision of the majority of the three (3) arbitrators shall be binding upon Landlord and Tenant and the submitted fair market value which is determined to be the closest to the actual fair market value as determined by the arbitrators shall thereafter be used by the parties.

23.2.2. If either Landlord or Tenant fails to timely appoint an arbitrator, the arbitrator appointed by one of them shall reach a decision, notify Landlord and Tenant thereof, and such arbitrator's decision shall be binding upon Landlord and Tenant. If the two arbitrators fail to agree upon and appoint a third arbitrator, or both parties fail to appoint an arbitrator, then the appointment of the third arbitrator or any arbitrator shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association.

23.2.3. The cost of arbitration shall be paid by Landlord and Tenant equally.

EXHIBIT A

INSURANCE

Tenant's Insurance. Tenant shall, at Tenant's sole cost and expense, procure and keep in effect from the Effective Date and at all times until the end of the Term, the following insurance coverage:

1. **Property Insurance.** Insurance insuring all personal property and fixtures of Tenant and all improvements made by or for Tenant to the Premises on an "All Risk" or "Special Form" basis, for the full replacement value of such property.
2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 0 1 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least \$2,000,000, and a minimum general aggregate limit of at least \$3,000,000, covering bodily injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises by Tenant or any Tenant Party. Such insurance shall include contractual liability coverage insuring Tenant's indemnity obligations under this Lease, and shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as an additional insured with regard to liability arising out of the ownership, maintenance or use of the Premises. Tenant's liability insurance shall be primary with respect to all operations at the Premises.
3. **Worker's Compensation and Employer's Liability Insurance.** (a) Worker's Compensation Insurance as required by any Regulation, and (b) Employer's Liability Insurance in amounts not less than \$1,000,000 each accident for bodily injury by accident and for bodily injury by disease, and for each employee for bodily injury by disease.
4. **Alterations Requirements.** In the event Tenant shall desire to perform any Alterations, Tenant shall deliver to Landlord, prior to commencing such Alterations (i) insurance as Landlord shall require, and (iii) a lien and completion bond or other security in form and amount satisfactory to Landlord.
5. **General Insurance Requirements.** All Tenant's coverages described in this Exhibit A shall be endorsed to (i) provide Landlord with thirty (30) days' notice of cancellation or change in terms; (ii) waive all rights of subrogation by the insurance carrier against Landlord; and (iii) be primary and non-contributing with Landlord's insurance. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this Exhibit A is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this Exhibit A. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated AVII or better in "Best's Insurance Guide" and authorized to do business in the State of California. Tenant shall deliver to Landlord on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expired policies, certified copies of Tenant's insurance policies, or a certificate evidencing the same issued by the insurer thereunder, and, if Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant under the Lease, procure the same for the account of Tenant, and the cost thereof (with interest thereon at the Default Rate) shall be paid to Landlord as Additional Rent.

Landlord's Insurance. Landlord shall, at Landlord's sole cost and expense, procure and keep in effect from the Effective Date and at all times until the end of the Term, the following insurance coverage ("**Landlord's Insurance**"):

1. **Property Insurance.** Insurance insuring the Premises (excluding Tenant's personal property) against damage or destruction due to risk including fire, vandalism, and malicious mischief in an amount not less than the replacement cost thereof, on an "All Risk" or "Special Form" basis, for the full replacement value of the Premises except as otherwise required to be insured by Tenant above.
2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 0 1 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least \$1,000,000, and a minimum general aggregate limit of at least \$2,000,000, covering bodily injury and property damage liability occurring in or about the Premises.

EXHIBIT B

RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of all tenants, guests, entrants, occupants and users of the Premises. Strict adherence to these rules and regulations and any successors or additions thereto is necessary to guarantee that every individual will enjoy a safe and undisturbed occupancy of the Premises. Landlord reserves the right to amend these rules and regulations and to promulgate additional rules and regulations. Any violation of these rules and regulations and any successors or additions thereto by Tenant shall constitute a default by Tenant under the Lease.

1. Throughout the Lease Term, Tenant covenants and agrees to the following:

- a. Not to use any equipment, machinery or advertising medium which may be heard outside of the Premises.
- b. Not to use any plumbing facilities for any purpose other than that for which they were constructed.
- c. Not to enter upon or use the roof of the Premises.
- d. Not to install or permit the installation of any wiring for any purpose on the exterior of the Premises.
- e. Not to mark, paint, drill into or deface any part of the shell or core of the buildings at the Premises.
- f. Not to permit any cooking in the interior of the Premises without obtaining Landlord's prior written consent (and not to cause or permit any odor to emanate from the Premises in connection therewith if consent is given) except as consistent with typical office use.
- g. Not to bring in or keep any firearms in the Premises.
- h. Not to affix any floor covering to any floor of the Premises with adhesive of any kind without obtaining Landlord's written consent.
- i. Not to bring any motor scooters or other motorized vehicles into the interior of the Premises (except as permitted by those provisions of the Lease allowing use of the parking lots and/or garage, as applicable, or as required by law).
- j. Not to install or permit the installation in the Premises of any coin- or token-operated vending machine or similar device except for the exclusive use of Tenant's employees in areas of the Premises not accessible to the public.
- k. Not to allow any animals in the Premises, except service animals assisting persons with disabilities or otherwise required by law.
- l. Not to permit space heaters or other energy-intensive equipment unnecessary to conduct tenant's business without written approval by Landlord. Any space conditioning equipment that is placed in the Premises for the purpose of increasing comfort to tenants shall be operated on sensors or timers that limit operation of equipment to hours of occupancy in the areas immediately adjacent to the occupying personnel.

2. Tenant acknowledges that it is Landlord's intention that the Premises be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operations of the Premises or may tend to impose or detract from the moral character or image of the Premises.

3. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant shall, upon the expiration or termination of its tenancy, return to Landlord all keys used in connection with the Premises, including any keys to the Premises, to rooms and offices within the Premises, to storage rooms and closets, to cabinets and other built-in furniture, and to toilet rooms, whether such keys were furnished by Landlord or procured by Tenant and in the event of the loss of any such keys, Tenant shall pay to Landlord the cost of replacing the locks. On the expiration of this Lease, Tenant shall disclose to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, remaining in the Premises.

EXHIBIT C
DEPICTION OF PREMISES

[ATTACHED]

EXHIBIT D

LANDLORD IMPROVEMENTS

1. **Need For Improvements.** Landlord seeks to take advantage of certain tax benefits by leasing the Premises to the Tenant for a public purpose, and by causing improvements to be made to the Premises in a cost equal to or greater than the fair market value of the Premises on the date the Premises was acquired by the Landlord. As such, Landlord will cause certain improvements to be made to the Premises as more fully set forth below ("**Landlord Improvements**").

2. **Site Plans.**

2.1 **Preparation and Delivery.** Within 30 days following the Effective Date of this Agreement, Tenant shall advise Landlord in writing of the requirements it has for improvements of the Premises to conduct its intended business. Within one hundred eighty days following receipt of said requirements (such date is referred to herein as the "**Site Plans Delivery Deadline**"), Landlord shall deliver to Tenant a construction plan prepared by an architect (reasonably acceptable to Tenant (the "**Architect**") depicting improvements to be installed at the Premises (the "**Site Plans**"). The Site Plans shall ensure compliance with all federal, state, and local laws.

2.2 **Approval Process.** Tenant shall notify Landlord whether it approves of the submitted Site Plans within thirty (30) days after Landlord's submission thereof. If Tenant disapproves of such Site Plans, then Tenant shall notify Landlord thereof specifying in reasonable detail the reasons for such disapproval, in which case Landlord shall, within fifteen (15) days after such notice, revise such Site Plans in accordance with Tenant's objections and submit to Landlord for its review and approval. Tenant shall notify Landlord in writing whether it approves of the resubmitted Site Plans within fifteen (15) days after its receipt thereof. This process shall be repeated until the Site Plans have been finally approved by Tenant and Landlord. If Tenant fails to notify Landlord that it disapproves of the initial Site Plans within thirty (30) days (or, in the case of resubmitted Site Plans, within fifteen (15) days) after the submission thereof, and such failure continues for ten (10) days following Tenant's second written request therefor, then Tenant shall be deemed to have approved the Site Plans in question.

3. **Working Drawings.**

3.1 **Preparation and Delivery.** On or before the ninetieth (90th) day following the date on which the Site Plans are approved (or deemed approved) by Landlord and Tenant (such earlier date is referred to herein as the "**Working Drawings Delivery Deadline**"), Landlord shall provide to Tenant final working drawings, prepared by the Architect, of all improvements that Landlord proposes to construct and/or install in the Premises; such working drawings shall include detailed plans and specifications for the construction of the improvements called for under this Exhibit in accordance with all applicable Laws and suitable for permitting and construction.

3.2 **Approval Process.** Tenant shall notify Landlord whether it approves or objects to submitted working drawings, or any portion thereof, within thirty (30) days after Landlord's submission thereof. If Tenant objects to such working drawings, then Tenant shall notify Landlord thereof specifying in reasonable detail the reasons for such objection, in which case Landlord shall, within fifteen (15) days after such notice, revise such working drawings in accordance with Tenant's objections and submit the revised working drawings to Tenant for its additional review. Tenant shall notify Landlord in writing whether it objects to all or parts of the resubmitted working drawings within fifteen (15) days after its receipt thereof. This process shall be repeated until the working drawings are approved by Tenant. If Tenant fails to notify Landlord that it objects to the initial working drawings within thirty (30) days (or, in the case of resubmitted working drawings, within fifteen (15) days) after the submission thereof, then the working drawings in question shall be deemed finally approved by Tenant.

3.3 **Working Drawings.** As used herein, "**Working Drawings**" means the final working drawings prepared by Landlord without objection by Tenant, as amended from time to time by any approved changes thereto, and "**Work**" means all improvements to be constructed in accordance with and as indicated on the Working Drawings, together with any work required by governmental authorities to be made to other areas outside of the Premises as a result of the improvements indicated by the Working Drawings. Final consent for the Working Drawings shall not be a representation or warranty of Tenant that such drawings are adequate for any use or comply with any Law, but shall merely be the consent of Tenant thereto. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and consent thereof. After the Working Drawings have been finally consented to, Landlord shall cause the Work to be performed in accordance with the Working Drawings. **TENANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE PLANS, THE WORKING DRAWINGS OR THE WORK (OR ANY OTHER SERVICES PROVIDED BY THE ARCHITECT, LANDLORD'S CONTRACTOR OR ANY OF THEIR SUBCONTRACTORS). ALL IMPLIED WARRANTIES BY TENANT WITH RESPECT THERETO, INCLUDING THOSE OF HABITABILITY,**

MERCHANTABILITY, MARKETABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY NEGATED AND WAIVED. WITHOUT LIMITING THE FOREGOING, TENANT SHALL NOT BE RESPONSIBLE FOR ANY FAILURE OF THE WORK. TENANT WILL NOT BE RESPONSIBLE FOR, OR HAVE CONTROL OR CHARGE OVER, THE ACTS OR OMISSIONS OF THE ARCHITECT OR ITS AGENTS OR EMPLOYEES. TENANT IS NOT ACTING AS A CONTRACTOR AND IS NOT GUARANTEEING THE SITE PLANS, THE WORKING DRAWINGS OR THE WORK, LANDLORD'S SOLE RECOURSE WITH RESPECT THERETO BEING THE PURSUIT OF LANDLORD'S REMEDIES UNDER THE WARRANTIES CONTAINED IN LANDLORD'S CONSTRUCTION CONTRACT OR IN LANDLORD'S ARCHITECT'S AGREEMENT.

4. **Contractors; Performance of Work.** The Work shall be performed only by licensed contractors and subcontractors. The Work shall be performed in a good and workmanlike manner free of defects and shall conform strictly with the Working Drawings.

5. **Construction Contracts.**

5.1 **Landlord's General Contractor.** Landlord shall enter into a construction contract with a general contractor for the Work, which shall comply with the provisions of this Section 5 and provide for, among other things, (a) a one-year warranty for all defective Work; (b) a requirement that Landlord's contractor maintain commercial general liability insurance of not less than a combined single limit of \$5,000,000, naming Landlord, Tenant, and each of their respective affiliates as additional insureds; (c) a requirement that the contractor perform the Work in substantial accordance with the Site Plans and the Working Drawings (and such plans and drawings are specifically referenced and/or itemized in Landlord's construction contract) and in a good and workmanlike manner; and (d) a requirement that the contractor is responsible for daily cleanup work and final clean up (including removal of debris).

6. **Change Orders.** Tenant may initiate changes in the approved Working Drawings provided that any such proposed change order shall be submitted to Landlord and Landlord and Tenant will work together expeditiously and in a commercially reasonable manner to reach agreement on any such proposed change order; (ii) the incremental cost and credits, if any, associated with such change shall be documented in a written change order signed by Landlord and Tenant, and any Change Order Cost resulting from such change shall be paid by Tenant to Landlord (any net savings resulting from such change shall be applied as a credit to Tenant) in equal installments over the first 12 months of the rent payments.

7. **Definitions.** As used herein "Substantial Completion," "Substantially Completed," and any derivations thereof mean the Work in the Premises is substantially completed (as reasonably determined by Tenant) in accordance with the Working Drawings, as reasonably determined by the Architect and approved by Tenant. Substantial Completion shall have occurred even though minor details of construction, decoration, landscaping and mechanical adjustments remain to be completed.

8. **Walk-Through; Punchlist.** When Landlord considers the Work in the Premises to be Substantially Completed, Landlord will notify Tenant and Tenant's representative and Landlord's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Landlord shall use reasonable efforts to cause the contractor performing the Work to complete all punchlist items within thirty (30) days after agreement thereon.

9. **Right of Inspection.** Tenant may inspect the Work at any time.

10. **Construction Representatives.** Landlord's and Tenant's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Landlord's Representative:

Sam Walker
3071A W. Line St.
Bishop, CA 93514
Telephone: (760) 914-2484
Email: mammothbrew@earthlink.net

Tenant's Representative:

Attention County Administrator
c/o Darcy Ellis
P.O. Drawer N
Independence, CA 93526
Telephone: 760.878.0292
Email: dellis@inyocounty.us

11. **Compliance With Prevailing Wage Requirements.** Landlord shall abide by all prevailing wage requirements applicable to the Landlord Improvement work set forth herein, to the extent applicable to Landlord. If required by applicable law, Landlord shall pay, or cause to be paid, prevailing wages, for all construction work on the Project. For the purposes of this Agreement, "prevailing wages" means not less than the general prevailing rate of per diem wages, as defined in Section 1773 of the California Labor Code and Subchapter 3 of Chapter 8, Division 1, Title (of the California Code of Regulations (Section 160000 et. seq.), and as established by the Director of the California Department of Industrial Relations ("DIR"), for the respective craft classification. In any case where the prevailing wage is established by the DIR, the general prevailing rate of per diem wages shall be adjusted annual in accordance with the established rate in effect as of such date. Landlord shall indemnify, hold harmless and defend (with counsel reasonably acceptable to Tenant) Tenant against any claims for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Landlord, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et. seq. and implementing regulations or comply with the other applicable provisions of Labor Code Sections 1720 et. seq. and implementing regulations of the Department of Industrial Relations in connection with the construction of the Landlord Improvements. Landlord agrees that Tenant has fulfilled any obligation it may have with respect to informing Landlord regarding applicability of prevailing wage requirements, and Landlord shall not seek contribution or indemnity from Tenant for any prevailing wage amount Landlord is ultimately required to pay to any person or entity. Any amounts due from Landlord to Tenant under the foregoing provision, together with interest thereon at the maximum legal rate from the date incurred by Tenant, may be offset against Rental payments due under this Agreement

12. **Miscellaneous.** To the extent not inconsistent with this Exhibit, Paragraph 7 of this Lease shall govern the performance of the Work and Landlord's and Tenant's respective rights and obligations regarding the improvements installed pursuant thereto. Within 15 days after Substantial Completion of the Work, Landlord shall cause a Notice of Completion to be recorded in the office of the recorder of the county in which the Premises is located in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and shall furnish a copy thereof to Tenant upon such recordation. Excluding Tenant's gross negligence or willful misconduct, Tenant shall not be liable or responsible for any damages, losses or claims incurred (or alleged) by Landlord due to any delay in achieving substantial completion of Landlord's Work for any reason.

13. **Dispute Resolution.** In the event of any dispute, claim or controversy arising out of or relating to the terms of this Exhibit D or the breach, enforcement, interpretation or validity thereof, the parties shall cooperate in good faith to resolve such matter informally. Either party may request the other to participate in non-binding mediation, which shall be administered by one mediator using JAMS unless otherwise agreed to by the Parties.

Exhibit C

**Attachment: 2024 Insurance Requirements for
LEASES AND SOME LICENSES**

(Do not use for restricted areas or hazardous materials)

Lessee/licensee (hereafter 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/licensed space. The cost of such insurance shall be borne by the Lessee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Lessee has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. (This applies if parking spaces are included in the lease/license.)
3. **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. (This applies to lessees with employees.)
4. **Property** insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee 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 Lessee. 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 Lessee 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 Lessee'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 **Lessee'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 County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

**Attachment: 2024 Insurance Requirements for
LEASES AND SOME LICENSES
(Do not use for restricted areas or hazardous materials)**

Umbrella or Excess Policy: The Lessee 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 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 Lessee’s primary and excess liability policies are exhausted.

~~***Legal Liability Coverage:*** The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.~~

Waiver of Subrogation: Lessee hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Lessee may acquire against Inyo County by virtue of the payment of any loss under such insurance. Lessee 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 Lessee 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 Entity. Any and all deductibles and SIRs shall be the sole responsibility of Lessee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Lessee 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. Entity 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.

Verification of Coverage: Lessee shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by these insurance requirements. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before the lease/license commences.** However, failure to obtain the required documents prior to the initiation shall not waive the Lessee’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.

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.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-124

Update to Resolution for Non-Represented Employees County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Rescind Resolution No. 2024-39 and approve Resolution No. 2025-08 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Non-Represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolution Pertaining to that Subject to the Extent They are Inconsistent," effective February 27, 2025, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This resolution is presented for your consideration and approval to correct an error made in Resolution 2024-39. The only change in this resolution is the exempt status designation of one position as referenced in Attachment A - FLSA Exempt, which was incorrectly identified in the prior resolution. All other aspects of the resolution remain unchanged. This correction ensures the accurate classification of the position in alignment with the applicable regularity criteria, employment status, and organizational structure.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this resolution and direct staff to come back with other alternatives. This is not recommended as this would affect the benefits provided to those represented under this Resolution.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services - Quality County Employees

High Quality Services - High-Quality County Government Services

APPROVALS:

Keri Oney
Darcy Israel
Denelle Carrington
John Vallejo
Amy Shepherd
Nate Greenberg

Created/Initiated - 2/20/2025
Approved - 2/20/2025
Approved - 2/20/2025
Approved - 2/20/2025
Approved - 2/24/2025
Final Approval - 3/1/2025

ATTACHMENTS:

1. Non-Represented 2025 Resolution
2. Non-Represented Resolution - Attachment A - FLSA Exempt

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR NON-REPRESENTED EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment, and conditions of employment of all County employees; and

WHEREAS, there are non-represented employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for non-represented employees, excluding, all Elected Officials, all Appointed Officials and all Management employees; and

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed as non-represented employees and shall be subject to the salary and/or terms and conditions of employment set forth below:

ADMINISTRATIVE ANALYST (ADMINISTRATION)	*C
ADMINISTRATIVE ASSISTANT TO DISTRICT ATTORNEY	
ADMINISTRATIVE ASSISTANT TO HEALTH & HUMAN SERVICES DIRECTOR	
ADMINISTRATIVE ASSISTANT TO SHERIFF	
ADMINISTRATIVE LEGAL ASSISTANT TO COUNTY COUNSEL	*C
ADMINISTRATIVE OPERATIONS ANALYST	*C
ASSISTANT CLERK TO THE BOARD/PUBLIC RELATIONS LIAISON	*C
BUDGET ANALYST	*C
BUILDING ASSOCIATE OFFICIAL	
BUILDING TECHNICAL OFFICIAL	
CLINICAL ADMINISTRATOR	
EMERGENCY SERVICES MANAGER	
ENGINEER SENIOR CIVIL	
LIBRARY DIRECTOR	
MANAGEMENT ANALYST	
MANAGEMENT ANALYST SENIOR	
MUSEUM ADMINISTRATOR	
OFFICE TECHNICIAN (ADMINISTRATION)	*C
PAYROLL ANALYST	*C
PAYROLL MANAGER	*C
PERSONNEL ANALYST	*C
PERSONNEL ANALYST SENIOR	*C
PROBATION MANAGER	
PSYCHIATRIST	

PROGRAM INTEGRITY QA MANAGER	
PROGRAM INTEGRITY QA MANAGER SENIOR	
ROAD SUPERINTENDENT	
SAFETY COORDINATOR	*C
*C - CONFIDENTIAL CLASSIFICATIONS	

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to employees not represented by any employee bargaining unit. This Resolution applies to those positions listed above.

Persons in these positions are hereinafter referred to as “non-represented employees.”

ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions, including but not limited to Resolution 2024-05, with regard to the non-represented employees covered by this resolution to the extent they are inconsistent herewith.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Non-represented employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

Section 3. Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

ARTICLE 4. WORKDAY AND WORK WEEK

The County shall extend to the non-represented employee group the same Workday and Work Week structure, including any related scheduling benefits, as provided to members of the Inyo County Employees Association (ICEA). Any future modifications to the Workday and Work Week structure for ICEA members shall automatically apply to the non-represented group under equivalent terms, unless otherwise specified by the County.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME

Overtime:

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time non-exempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation will be paid after 40 hours for those non-exempt full-time employees scheduled on a 40-hour work week. Non-exempt full-time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

Non-represented employees listed on Attachment A are Exempt employees.

Compensatory Time:

The County will allow non-exempt full-time employees to carry eighty (80) hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1.5) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

On two (2) occasions (December and July: first full pay period), pursuant to the County's Cash in Lieu of Leave Hours Policy, an employee may elect to convert compensatory time into a cash payment, at the regular rate of pay, up to a total of forty (40) hours of accrued compensatory time in a calendar year. Example: member elects to convert thirty (30) hours in July; member can only convert ten (10) in December.

ARTICLE 6. STANDBY COMPENSATION

The County shall extend to the non-represented employee group the same Standby and Call-Out compensation benefits as provided to members of the Inyo County Employees Association (ICEA). Any future adjustments to the Standby and Call-Out provisions for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County

ARTICLE 7. SALARIES

- a. **Salaries:** Employees shall be paid as set forth in Attachment B for Non-Represented employees. The salaries identified in Attachment B shall be retroactive to the first pay period in July 2024.
- b. **Cost of Living:** The County shall extend to the non-represented employee group the same Cost of Living adjustment as outlined and provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Cost of Living adjustment for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.
- c. **Longevity Pay:** The County shall extend to the non-represented employee group the same Longevity Pay as outlined and provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Longevity Pay for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.

- d. Shift Differential and Premium Pay: The County shall extend to the non-represented employee group the same Shift Differential and Premium Pay as outlined and provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Shift Differential or Premium Pay for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.
- e. Bilingual Pay: The County shall extend to the non-represented employee group the same Bilingual Pay as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Bilingual Pay for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.
- f. Bi-Weekly Pay period: Employees covered by this Resolution shall be paid bi-weekly (every other Friday).

ARTICLE 8. INSURANCE/HEALTHCARE BENEFITS

The County shall extend to the non-represented employee group the same Healthcare Benefits provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Healthcare Benefits for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.

The County shall extend to the Probation Manager the same Insurance Benefits provided to members of the Inyo County Probation Peace Officers Association (ICPPOA). Any future changes or enhancements to Insurance Benefits for ICPPOA members shall automatically apply to the Probation Manager on an equivalent basis, unless otherwise specified by the County.

ARTICLE 9. PART-TIME BENEFITS

The County shall extend to the non-represented employee group the same Part-Time Benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Part-Time Benefits for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

The County shall extend to the non-represented employee group the same Flexible Benefit Program as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Flexible Benefit Program for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

The County shall extend to the non-represented employee group the same Short-Term Disability Program as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Short-Term Disability Program for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.

ARTICLE 12. DEFERRED COMPENSATION

The County will provide deferred compensation programs for employees.

ARTICLE 13. CAREER LADDER

The County shall extend to those non-represented positions that have an assigned classification career ladder, (e.g. Office tech I/II/III) the same Career Ladder opportunities as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Career Ladder program for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.

ARTICLE 14. SICK LEAVE

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any employee who retires from the County may donate sick leave to the sick leave bank, without complying with any donation limits.
- c. Non-represented employees may donate directly to an employee. Non-represented employees may only donate 80 hours per calendar year.

ARTICLE 15. VACATION LEAVE

The County shall extend to the non-represented employee group the same Vacation Leave benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Vacation Leave benefits for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.

ARTICLE 16. FLEXIBLE LEAVE

The County shall extend to the non-represented employee group the same Flexible Leave benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Flexible Leave benefits for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.

ARTICLE 17. HOLIDAYS

- a. The County shall extend to the non-represented employee group the same Recognized Holidays as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Recognized Holidays for ICEA members shall automatically apply to the non-represented group.
- b. Exempt non-represented employees (Attachment A) who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

ARTICLE 18. RETIREMENT PROVISIONS

The County shall extend to the non-represented employee group the same Retirement Provisions as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Retirement Provisions for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.

ARTICLE 19. PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

ARTICLE 20. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 21. FLSA EXEMPT, AND REPRESENTED EMPLOYEES

Attachment A lists those non-represented classifications, which are FLSA exempt.

Any employee working in an FLSA exempt classification shall receive twenty-four (24) hours of paid administrative leave. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.

ARTICLE 22. UNIFORMS

The County shall provide the employees in the positions identified in the list below with an annual uniform allowance. The annual uniform allowance shall be administered in accordance with the provisions governing Annual Uniform Allowances as outlined in the ICEA Memorandum of Understanding (MOU).

In the event of any changes or enhancements to the provisions governing the Annual Uniform Allowance in the ICEA MOU, those changes shall automatically apply to the positions identified in the list below to maintain alignment, unless otherwise specified by the County.

LIST:

PUBLIC WORKS	
Building Associate Official	\$250.00
Building Technical Official	\$250.00
ADMINISTRATION	
Emergency Services Manager	\$250.00
SHERIFF	
Sheriff Administrative Assistant	\$150.00

The County shall provide the full-time Probation Manager with the same Uniform allowance as provided to members of the Inyo County Probation Peace Officers Association (ICPPOA). Any future changes or enhancements to Uniforms for ICPPOA members shall automatically apply to the Probation Manager on an equivalent basis, unless otherwise specified by the County.

ARTICLE 23. SAFETY BOOTS/SHOES

The County shall provide the employees in the positions identified in the list below with an annual Safety Boot/Shoe Allowance. The annual allowance shall be administered in accordance with the provisions governing Safety Boot / Shoe Allowance as outlined in the ICEA Memorandum of Understanding (MOU).

In the event of any changes or enhancements to the provisions governing the Safety Boot / Shoe Allowance in the ICEA MOU, those changes shall automatically apply to the positions identified in the list below to maintain alignment, unless otherwise specified by the County.

LIST:

PUBLIC WORKS	
Building Associate Official	\$200.00
Building Technical Official	\$200.00

ARTICLE 24. PERFORMANCE EVALUATIONS

The County shall extend to the non-represented employee group the same Performance Evaluation procedures and criteria as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Performance Evaluation processes for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.

ARTICLE 25. DRUG-FREE WORKPLACE / DOT DRUG TESTING POLICY

The County will enforce its Alcohol and Drug Abuse policy.

The County will enforce the Alcohol and Drug Policy pursuant to the Department of Transportation Regulations as amended in accordance with law.

ARTICLE 26. MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 10.2.

ARTICLE 27. EMPLOYEE TRAINING AND TUITION ASSISTANCE PROGRAM POLICY

The County shall extend to the non-represented employee group the same Employee Training and Tuition Assistance benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Employee Training and Tuition Assistance Program for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.

ARTICLE 28. SMOKING

There shall be no smoking, vaping, or chewing of tobacco in any County facility, or County vehicle. Smoking or vaping on County property shall only be allowed in designated smoking areas.

ARTICLE 29. MISTAKEN OVERPAYMENT

In the event of an overpayment due to any mistake or inadvertence, the County shall apply the same process for the recovery of the overpayment to the non-represented employee group as is provided to members of the Inyo County Employees Association (ICEA). Any future changes or adjustments to the procedure for handling mistaken overpayments for ICEA members shall automatically apply to the non-represented group on an equivalent basis, unless otherwise specified by the County.

ARTICLE 30. LETTER OF REPRIMAND

Any non-represented employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written

reprimand. While the employee may discuss a reprimand with the Director of Personnel Services who shall have the authority to remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearing or review concerning any reprimand, warning, or counseling.

ARTICLE 31. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected non-represented employees may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

ARTICLE 32. SEPARABILITY

If any portion of this Resolution 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 or state statute or regulation, or any county ordinance, the remaining provisions of this Resolution, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of the Resolution are severable.

This Resolution shall be in full force and effect from February 27, 2025 until amended or rescinded.

PASSED AND ADOPTED this 11th day of March 2025 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Scott Marcellin, Chairperson, Inyo County Board of Supervisors

Attest: Nate Greenberg
Clerk of the Board

BY: _____
Darcy Ellis, Assistant Clerk of the Board

ATTACHMENT A

EXEMPT POSTIONS UNDER THE FAIR LABOR STANDARDS ACT FOR PURPOSES OF OVERTIME

ASSISTANT CLERK TO THE BOARD/PUBLIC RELATIONS LIAISON
BUDGET ANALYST
BUILDING ASSOCIATE OFFICIAL
BUILDING TECHNICAL OFFICIAL
CLINICAL ADMINISTRATOR
EMERGENCY SERVICES MANAGER
ENGINEER SENIOR CIVIL
LIBRARY DIRECTOR
MANAGEMENT ANALYST
MANAGEMENT ANALYST
MANAGEMENT ANALYST
MANAGEMENT ANALYST SENIOR
MUSEUM ADMINISTRATOR
PAYROLL MANAGER
PROBATION MANAGER
PROGRAM INTEGRITY QA MANAGER SENIOR
ROAD SUPERINTENDENT



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-104

Contract between the County of Inyo and the Great Basin Unified Air Pollution Control District for the Provision of Legal Services County Counsel ACTION REQUIRED

ITEM SUBMITTED BY

John Vallejo, County Counsel

ITEM PRESENTED BY

John Vallejo, County Counsel

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and the Great Basin Unified Air Pollution Control District for the provision of legal services in an amount not to exceed \$25,000 per year for the period of April 1, 2024 through termination, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has contracted for many years with the Great Basin Unified Air Pollution Control District (GBUAPCD) to provide legal services to the District through the Office of the County Counsel. Recently, the District has approached the County Counsel's Office about expanding the legal services that the County provides. Although this contract represents an expansion of the services, the County's representation of the District has historically been -- and will continue to be -- limited to general counsel services. In other words, Inyo County will not represent the District in litigation matters, but will provide representation on issues such as Brown Act compliance, personnel matters, and contract review and drafting.

County Counsel seriously considered the possibility that increasing our service level to GBUAPCD might negatively impact services to the County. We are confident that this expanded agreement will not have any negative impacts. In fact, we expect to see some benefit to the County from our office being more deeply involved with GBUAPCD matters, especially as it relates to the environmental impacts caused by other public agencies operating within Inyo County. This agreement adds additional revenue to the County, which reflect County Counsel attorneys' total costs to the County allocated to GBUAPCD for the additional service level.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010700
Budgeted?	Revenue will be adjusted during Third Quarter	Object Code	4599-Other Agencies

Recurrence	Ongoing Revenue	Sole Source?	N/A
If Sole Source, provide justification below			
Current Fiscal Year Impact			
Up to \$25,000 in revenue for the period between April 1, 2025 and June 30, 2025			
Future Fiscal Year Impacts			
Up to \$25,000 in revenue per year, subject to contract amendments and/or termination.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract. This is not recommended, as this contract brings revenue into the County Counsel office while also allowing the County to provide needed services to a local partner.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Great Basin Unified Air Pollution Control District

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Collaborative Regional Economic Development

High Quality Services | Quality County Employees

High Quality Services | High-Quality County Government Services

High Quality Services | Improved Access to Government

APPROVALS:

Grace Weitz	Created/Initiated - 2/20/2025
Darcy Israel	Approved - 2/20/2025
Denelle Carrington	Approved - 2/20/2025
Grace Weitz	Approved - 2/20/2025
John Vallejo	Approved - 2/27/2025
Amy Shepherd	Approved - 2/27/2025
Nate Greenberg	Final Approval - 3/1/2025

ATTACHMENTS:

1. Great Basin Unified Air Pollution Control District Legal Services Contract

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the legal services of the County Counsel of the County of Inyo (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the District, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from April 1, 2025 until termination by either Party, with or without cause, pursuant to the procedures set out in Paragraph 14 – Default and Cancellation.

3. CONSIDERATION.

A. Compensation. District shall pay to Contractor the sum total of twenty-five thousand dollars and zero cents (\$25,000) per year for performance of all of the services and completion of all of the work described in Attachment A. For the purpose of this contract, a year shall run from July 1 to June 30 of the subsequent year. For the first year of this contract (April 1 to July 1, 2025), the District shall pay Contractor the prorated amount of \$2,875.

B. Travel and Per Diem. Contractor will be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement. Contractor's travel and per diem expenses will be billed according to the rules and standards set forth in the Inyo County Travel and Expense Reimbursement Policy.

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

D. Limit Upon Amount Payable Under Agreement. In each fiscal year that this Agreement is in effect, the total sum of all payments made by the District to Contractor for all services and work to be performed under this Agreement shall not exceed twenty-eight thousand dollars (\$28,000) (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. On or before June 1 of each year, Contractor shall submit to District an invoice for the amount described in section 3(a) of this Agreement. On or before July 1 of each year, District shall make payment to Contractor pursuant to the invoice.

F. Federal and State Taxes.

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

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

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

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A**. 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 District to ensure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or 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 District. Contractor will provide District, 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 District as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, District reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. DISTRICT PROPERTY.

A. Personal Property of District. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this

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

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

8. INSURANCE.

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

9. 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 District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and District 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 District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District'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 District.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify District and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the District.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, 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 District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which

District determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

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

13. ASSIGNMENT.

This is an agreement for the services of Contractor. District 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 District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of District.

14. DEFAULT AND CANCELLATION.

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

Either party may terminate this agreement with or without cause by providing thirty (30) days' written notice to the other party. Notice shall be given by US mail and email. Upon such termination by either party, District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

15. 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-one (21) below.

16. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and District 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 District. Any disclosure of confidential information by Contractor without the District'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.

17. CONFLICTS.

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

18. POST AGREEMENT COVENANT.

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

19. 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 District 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.

20. FUNDING LIMITATION.

The ability of District 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, District 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-one (21) (Amendment).

21. 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.

22. 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 District 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:

Great Basin Unified Air Pollution Control District – Brandi Jernigan, Administrative Services Officer,
157 Short St., Bishop, CA 93514; bjernigan@gbuapcd.org

Office of the County Counsel, County of Inyo – John Carl Vallejo, County Counsel, 1360 N. Main
St., Bishop, CA 93514; jcvallejo@inyocounty.us

23. 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.

GBUAPCD

By: _____

Type or Print Name

Dated: _____

CONTRACTOR

By: _____

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Feb 24, 2025 13:27 PST)
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF INYO AND GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT FOR THE PROVISION OF LEGAL SERVICES

SCOPE OF WORK:

The County of Inyo, through its Office of the County Counsel, will provide legal advice and representation to the Great Basin Unified Air Pollution Control District on the following issues:

1. Administrative policies and procedures
2. Personnel matters, including:
 - a. Labor negotiations and mediations
 - b. Employee grievances, employee discipline, and employee termination
 - c. Wage and hour issues and employee contracts, salaries, and benefits
 - d. Personnel rules and policies of the District
3. Brown Act compliance and the conduct of public meetings, including attendance at Governing Board meetings and assistance with the preparation of agenda packets for Governing Board meetings
4. Contract review and drafting
5. State, federal, and/or District rules, regulations, permitting, programs or procedures and enforcement of or compliance with the same
6. Representation of the District Hearing Board

The services provided above shall be limited to general advice and counsel and will not extend to representation of the District in proceedings filed in any state or federal court or adversarial administrative proceeding, unless separately agreed upon by the Parties. Should the Parties agree that Contractor will represent the District in litigation, Contractor's services shall be billed at the current hourly rate set by the Inyo County Board of Supervisors for the Office of the County Counsel.

Contractor will also, upon request by the District, provide legal advice and representation regarding unique, isolated projects for the District that are not included in items 1-6 above. Work pertaining to these additional projects will not exceed 20 hours per year.

ATTACHMENT B

AGREEMENT BETWEEN THE COUNTY OF INYO AND GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT FOR THE PROVISION OF LEGAL SERVICES

INSURANCE PROVISIONS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, 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, **\$2,000,000** aggregate.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. (*Coverage requirement may be waived if Contract performance will be remote only.*)
3. **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 if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.*)
4. **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 separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: District, its officers, officials, and employees are to be covered as additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage shall not extend in the event of active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under 2782(b) of the Civil Code.

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 District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to District.

Verification of Coverage: Contractor shall furnish District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause upon request.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-97

Mental Health Plan Performance Contract Amendment No. 21-10084 A2

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:

Approve Amendment No. 21-10084 A2 to the Mental Health Plan (MHP) Performance Agreement between the County of Inyo and the State of California's Department of Health Care Services (DHCS), for the provision of county mental health services extending the term end date from June 30, 2025 to June 30, 2026, and authorize the Health and Human Services Director to sign the Performance Contract 21-10084 A2 and Contract Certification Clause via DocuSign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This Amendment extends the term end date of the Behavioral Health Performance Agreement, number 21-10084 A01, by twelve months. The new term dates are now July 1, 2021 to June 30, 2026. This Amendment also replaces Exhibit A - Program Specifications by adding a provision that requires the county to disclose use of GenAI technology for any services or work performed under the contract and a provision regarding economic sanctions against Russia.

The Standard Performance contract sets forth the conditions that the Counties must meet to receive funds as related to the Mental Health Services Act (MHSA); the Lanterman-Petris-Short (LPS) Act for involuntary services; the Projects for Assistance in Transition from Homelessness (PATH); the Community Mental Health Services Grant (MHBG); Substance Use Treatment and Prevention Block Grant (SUPT); the Crisis Counseling Assistance and Training program (as needed for disaster); and community mental health services provided with realignment funds not related to Medi-Cal services. This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that the County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts.

The program specifications related to the Mental Health Services Act (MHSA) are spelled out in detail. There are also general provisions such as maintenance of effort, program principles, reimbursement methods, quality assurance and improvement, performance outcomes, patients' rights, and record keeping, as well as reference to the regulations that govern these areas.

The performance contract includes exhibits that address fund provision, information confidentiality and

security requirements, including the HIPAA Business Associate's Agreement, and the contract certification clause. The contract also includes the signed agreement for information exchange between DHCS and the Social Security Administration.

FISCAL IMPACT:

There is no actual dollar amount specified in this contract as it is a performance contract that outlines the conditions under which funds will be released. The funds referred to in this contract are brought in as revenue into the Mental Health budget (045200) and SUD budget (045315).

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny approval of the performance contract amendment. This is not recommended as doing so would impact Inyo County's ability to access various Mental Health funds.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mental Health and Substance Use Disorder programs are integrated as the Behavioral Health division of the HHS Department. Behavioral Health works with other HHS divisions as well as other county and community agencies such as health care, law enforcement, and schools.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Lucy Vincent	Created/Initiated - 2/12/2025
Darcy Israel	Approved - 2/13/2025
Melissa Best-Baker	Approved - 2/13/2025
Anna Scott	Approved - 2/13/2025
John Vallejo	Approved - 2/14/2025
Amy Shepherd	Approved - 2/18/2025
Nate Greenberg	Final Approval - 2/26/2025

ATTACHMENTS:

1. Contract Amendment

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 25 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-10084	A2	

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

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Inyo

2. The term of this Agreement is:

START DATE
July 1, 2021

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement after this Amendment is:
\$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this Amendment is the date approved by DHCS.

II. Purpose of amendment:

This Amendment extends the term end date by 12 (twelve) months from 06/30/2025. The new terms dates are now 07/01/2021-06/30/2026.

This Amendment is to hereby replace the following exhibits: Exhibit A - Program Specifications. Certain changes made in the exhibit(s) are shown as strikethrough text for text deletions and bold and underline for text additions.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Inyo

CONTRACTOR BUSINESS ADDRESS 1360 N. Main St., Suite 201	CITY Bishop	STATE CA	ZIP 93514
--	----------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Anna Scott	TITLE HHS Director
--	-----------------------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 25 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-10084	A2	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

2024 Budget Act-AB1812

Exhibit A

Program Specifications

1. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

2. Service Location

The services shall be performed at appropriate sites as described in this contract.

3. Service Hours

The services shall be provided during times required by this contract.

Exhibit A
Program Specifications**4. Project Representatives**

A. The project representatives during the term of this Agreement will be:

Department of Health Care Service	County of Inyo
Contract Manager: Ivan Bhardwaj	Anna Scott, HHS Director
Telephone: (916) 345-7483	Telephone: (760) 873-3305
Fax: (916) 440-7621	Fax: (760) 873-6505
Email: Ivan.Bhardwaj@dhcs.ca.gov	Email: ascott@inyocounty.us

B. Direct all inquiries to:

Department of Health Care Services	County of Inyo
Behavioral Health – Community Services Division/Federal Grants Section	Attention: Lori Bengochia, PIQA Sr. Manager 1360 North Main Street, Suite 201 Bishop, CA, 93514
Attention: DeAnn Harrison 1501 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413	Phone: (760) 872-3273 Fax: (760) 873-6505 Email: lbengochia@inyocounty.us
Phone: (916) 345-8700 Email: DeAnn.Harrison@dhcs.ca.gov	

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. General Requirements for Agreement

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,

Exhibit A

Program Specifications

- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.
- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

6. Services Authority

A. The Mental Health Services Act Program

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to

Exhibit A

Program Specifications

expand California's public mental health programs and services through funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by January 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director"), using the DHCS-issued certification form (DHCS Form 1820). Data submitted shall be full and complete. If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund

Exhibit A

Program Specifications

until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (a).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.
- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
- d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's

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general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)

- e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)

5) Three-Year Program and Expenditure Plan and Annual Updates:

- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:
 - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
 - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)
 - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)
 - iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and

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- Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
- v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)
 - vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
 - vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
 - viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
 - ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the

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MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)

- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old, including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)
 - c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
 - d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHISOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.
 - e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)
- 6) Planning Requirements and Stakeholder Involvement:
- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement

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agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

- b. County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

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- d. The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
 - i. Community Collaboration, as defined in California Code of Regulations, Title 9, section 3200.060
 - ii. Cultural Competence, as defined in section 3200.100;
 - iii. Client Driven, as defined in section 3200.050;
 - iv. Family Driven, as defined in section 3200.120;
 - v. Wellness, Recovery and Resilience focused; and
 - vi. Integrated Service Experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

7) County Requirements for Handling MHSA Funds

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
- b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at http://www.sco.ca.gov/pubs_guides.html, (Gov. Code, § 30200),

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except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

8) Department Compliance Investigations:

- a. DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)

9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:

- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)
- b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
- c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

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invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:

- i. Withhold part or all State mental health funds from County.
- ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
- iii. Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

B. Bronzan-McCorquodale Act

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.

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- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive. (Welf. & Inst. Code, § 5614, subd. (b)(5))
- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

C. Lanterman-Petris-Short Act

1) Description

The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)
- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and

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shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) Laura's Law

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.1, inclusive. In addition, a county or group of counties that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

D. Projects For Assistance In Transition From Homelessness Program (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in

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Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

E. Community Mental Health Services Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and

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DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

F. Substance Abuse Prevention And Treatment Block Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for, and DHCS approved its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

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Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
 - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.
 - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
 - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.
- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a

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single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)

- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:
<https://www.samhsa.gov/dtac/ccp-toolkit>.

7. Reporting and Data Submission Requirements

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
 - 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)
 - 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports

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provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.

- 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
 - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
 - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
 - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
 - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
 - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
 - 9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- 1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
 - 2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.
 - 3) Make diligent efforts to minimize errors on the CSI error file.
 - 4) Correct all errors on the CSI error file.
 - 5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

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- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

8. Special Terms and Conditions

A. Audit and Record Retention

(Applicable to agreements in excess of \$10,000)

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever

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nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.

- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said

Exhibit A

Program Specifications

records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.
- B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program.

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph D, Projects for Assistance in Transition from Homelessness Program, subparagraph E, Community Mental Health Services Grant Program, or subparagraph F, Substance Abuse Prevention and Treatment Block Grant Program, the Contractor must seek resolution using the process outlined below.

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Operations Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute, and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.
- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

Exhibit A
Program Specifications

Department of Health Care Services
Community Services Division/Federal Grants Section
Attention: Waheeda Sabah
1500 Capitol Avenue, MS 2624
P.O. Box Number 997413
Sacramento, CA, 95899-7413

C. Novation

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

D. Welfare and Institutions Code section 5751.7 Waiver

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.
- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit

Exhibit A Program Specifications

A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.

- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services
Community Services Division/Community Support Branch
Policy, Monitoring, & Finance Section
e-mail: MHSA@dhcs.ca.gov.

- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

E. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

F. Change in County Behavioral Health Director

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed

9. GenAI Technology Use & Reporting

- A. During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.**

Exhibit A
Program Specifications

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

- B. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.**
- C. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.**

10. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued [Executive Order N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that will be grounds for termination of this agreement. The State must provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Inyo	95-6005445
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Anna Scott	HHS Director
Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

Certificate Of Completion

Envelope Id: 092793AE-6E4A-4836-8882-E63A01F359F0

Status: Sent

Subject: 21-10084 A2 County of Inyo STD213A

Source Envelope:

Document Pages: 32

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Mimi Thao

AutoNav: Enabled

1501 Capitol Ave

Envelopeld Stamping: Enabled

Sacramento, CA 95814-5005

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Mimi.Thao@dhcs.ca.gov

IP Address: 208.127.84.119

Record Tracking

Status: Original

Holder: Mimi Thao

Location: DocuSign

2/6/2025 11:01:57 AM

Mimi.Thao@dhcs.ca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: Department of Health Care Services (CA
DHCS)

Location: DocuSign

Signer Events**Signature****Timestamp**

Anna Scott

ascott@inyocounty.us

Acting HHS Director

Security Level: Email, Account Authentication
(None)

Sent: 2/6/2025 11:04:32 AM

Resent: 2/12/2025 1:02:42 PM

Viewed: 2/12/2025 1:14:19 PM

Electronic Record and Signature Disclosure:

Accepted: 2/6/2025 3:51:27 PM

ID: d5012c05-44e3-42e4-917c-9843de1b65de

Nga Pham

Nga.pham@dhcs.ca.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Richard Nelson

Richard.Nelson@dhcs.ca.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2025 11:04:32 AM
Envelope Updated	Security Checked	2/7/2025 7:26:36 AM
Envelope Updated	Security Checked	2/7/2025 11:14:52 AM
Envelope Updated	Security Checked	2/7/2025 11:14:53 AM
Envelope Updated	Security Checked	2/7/2025 11:14:53 AM
Envelope Updated	Security Checked	2/12/2025 1:02:22 PM
Envelope Updated	Security Checked	2/12/2025 1:02:23 PM
Envelope Updated	Security Checked	2/12/2025 1:02:23 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Health Care Services (CA DHCS) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Health Care Services (CA DHCS):

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Russ.Rogers@dhcs.ca.gov

To advise Department of Health Care Services (CA DHCS) of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at Russ.Rogers@dhcs.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Department of Health Care Services (CA DHCS)

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to Russ.Rogers@dhcs.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Department of Health Care Services (CA DHCS)

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to Russ.Rogers@dhcs.ca.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Health Care Services (CA DHCS) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Health Care Services (CA DHCS) during the course of my relationship with you.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-89

Consideration of Waiver of Fees for Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department Public Works - Recycling & Waste Management ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Cap Aubrey, Assistant Public Works Director

RECOMMENDED ACTION:

Waive the Solid Waste disposal and gate fees for the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department event, Saturday, April 26, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

As a community service, the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department is holding a clean-up event for Earth Day on April 26, 2025. The organization has requested a waiver of solid waste disposal and gate fees for waste collected at the event. Each year, the participants clean the reservation roads surrounding the reservation boundaries, collecting several bags of trash. Waste attributable to the clean-up will be tracked by the Landfill Gate Attendant. Loss of revenue should be minimal.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?	No	Object Code	4738
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
This could result in up to \$200 in revenue loss in Fiscal Year 2024-2025.
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not waive these fees in which case the cost will then be borne by the event's organizers.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Teresa Elliott	Created/Initiated - 2/6/2025
Darcy Israel	Approved - 2/6/2025
Teresa Elliott	Approved - 2/6/2025
Breanne Nelums	Approved - 2/6/2025
Keri Oney	Approved - 2/10/2025
John Vallejo	Approved - 2/10/2025
Amy Shepherd	Approved - 2/10/2025
Michael Errante	Approved - 2/10/2025
Nate Greenberg	Final Approval - 2/25/2025

ATTACHMENTS:

1. Lone Pine Paiute-Shoshone Reservation Waiver Request



**Lone Pine Paiute-Shoshone Reservation
Environmental & Air Quality Department**

PO Box 747/1101 E-Sha Lane
Lone Pine, CA 93545
PH 760-876-4690 Fax 760-876-4682

February 3, 2025

Inyo County Waste Management
1360 North Main Street
Bishop, CA 93514
Attention: Cap Aubrey

Dear Cap:

The Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department would like to request a gate fee waiver for the upcoming Earth Day event. Each year the participants clean the reservation roads surrounding the reservation boundaries collecting several bags of trash.

It is my understanding that permission to wave the gate fee is granted by the Board of Supervisors. LPPSR hopes to receive a favorable response. This year's event will take place on Saturday, April 26, 2025.

I welcome any questions you may have about the day's event. I can be reached by phone at 760-876-4690 or by email at mel.joseph@lppsr.org.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mel O. Joseph".

Mel O. Joseph, Environmental Director
Lone Pine Paiute-Shoshone Reservation

Cc: Will Wadleton, Inyo County 5th District Supervisor



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-111

Inyo County Road Department's Cold Mix Asphalt Purchase for Tecopa Road Repairs Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Jose Rodriguez, Engineering Technician

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Declare Holcim - SWR, Inc. of Las Vegas, NV, the successful bidder for 440 Tons of Cold Mixed Asphalt per Bid No. RD24-03 in the total amount not to exceed \$65,230.00; and
B) Authorize issuance of a purchase order payable to Holcim - SWR, Inc. in an amount not to exceed \$65,230.00.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Road Department solicited bids from suppliers of Cold Mix Asphalt in November 2024 to stockpile needed material for the 2024/2025 season. The stockpiled material will be used for maintenance work on Inyo County roads. Bids were opened on January 22, 2025, and two base bids were received:

Holcim – SWR, Inc. of Las Vegas, NV	\$65,230.00
Clair Concrete, Inc. of Bishop, CA	\$104,280.00

Inyo County Road Department has reviewed the bids for responsiveness and declared Holcim - SWR, Inc. of Las Vegas, NV the successful bidder. Inyo County Road Department is recommending your Board authorize the purchase of Four Hundred Forty Tons (440) of Cold Mix Asphalt from Holcim - SWR, Inc.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes	Object Code	5309
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Not to exceed \$65,230.00 for Fiscal Year 2025-2025.

Future Fiscal Year Impacts

N/A

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this purchase. This is not recommended, as the materials are needed to perform necessary road maintenance projects. If the purchase is not approved, the Road Department would need to re-advertise the Bid Package, which would delay maintenance work and could result in less favorable bids.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel; Auditor's Office

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements
High Quality Services | High-Quality County Government Services

APPROVALS:

Jose Rodriguez	Created/Initiated - 2/13/2025
Darcy Israel	Approved - 2/13/2025
Jose Rodriguez	Approved - 2/13/2025
Greg Waters	Approved - 2/13/2025
Kelsey Ditty	Approved - 2/13/2025
Shannon Platt	Approved - 2/13/2025
Michael Errante	Approved - 2/13/2025
Keri Oney	Approved - 2/18/2025
John Vallejo	Approved - 2/18/2025
Amy Shepherd	Approved - 2/18/2025
Nate Greenberg	Final Approval - 2/26/2025

N/A

ATTACHMENTS:

1. Bid Tabulation Sheet
2. Holcim - SWR, Inc. Bid

COUNTY OF INYO BID TABULATION

Cold Mix Asphalt - Bid No. RD24-03

Bid Opening Date: January 22nd, 2025, 3:30

Location: County Admin Building

PM

	BIDDER NAME	Total Bid
1.	Holcim - SWR, Inc. 4675 W. Teco Ave, Ste 140 Las Vegas, NV 89118	\$65,230.00
2.	Clair Concrete, Inc. 438 Arbors Dr. Bishop, CA 93514	\$104,280.00
3.		
4.		
5.		

Opened By: Hayley Carter

Present: Cherish Hegi
Jose Rodriguez



COUNTY OF INYO (760) 878-0201

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING DATE: Wednesday January 22nd, 2025, TIME: 3:30 pm (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.

MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.

Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS/HER BID:

DATED AT LAS VEGAS, NEVADA (CITY & STATE)JANUARY 10, 20 25CASH DISCOUNT TERMS .0

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services,
at the prices and terms stated subject to the instructions and conditions set forth
in this bid.

NAME OF COMPANY Holcim - SWR, Inc.NAME OF COMPANY REPRESENTATIVE (PRINTED) Sally MillerCOMPANY REPRESENTATIVE SIGNATURE Sally MillerSTREET ADDRESS 4675 W. TECO AVE, STE 140CITY AND STATE LAS VEGAS, NVPHONE NUMBER 702-953-2134

FAX NUMBER _____

SCOPE OF WORK/SPECIFICATIONS FOR PROVISION OF PLANT MIXED ASPHALT

Base Bid

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	440	Ton	\$ 100.00
2	Delivery to Old Spanish Trail/Tecopa Table, CA	440	Ton	\$ 41.00

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to a mixing table near Old Spanish Trail/ Tecopa, CA. The mixing table coordinates are located at Lat 35.8143730*N, Lon -116.1477431*W.

Coordination with the Inyo County Road Department (760-878-0201) will be required after award for delivery of product to the mixing table.

3. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with "BID NO. RD24-03– Plant Mixed Asphalt" and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on January 22nd, 2025.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, "Overnight" delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

For questions or comments regarding specifications please contact Jose Rodriguez at jrodriguez@inyocounty.us or (760)-878-0201

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Base Bid	
Subtotal	\$ 44,000.00
Sales Tax (7.75%)	\$ 3,190.00
Shipping Charge	\$ 18,040.00
Total	\$ 65,230.00

Total of Base Bid: \$ 65,230.00

Bid prices will remain valid and in effect through December 31, 2025

Indicate any exception to the bid:

END OF BID PACKAGE

This bid was received on
4/16, 2025 @ 1:10 p.m.

Attest: Nathan Greenberg,
Administrative Officer and Clerk of
the Board, Inyo County, CA.

By: [Signature] Assistant





INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-114

Purchase Order to Purchase Crack Fill Sealant Material and Rent Application Equipment

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Jose Rodriguez, Engineering Technician

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Authorize a purchase order in an amount not to exceed \$96,393.94, payable to CRAFCO of Chandler, AZ for a 6-month Rental - Supershot 125D Kettle and 90,000 pounds of RoadSaver Low Tack Sealant.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Road Department is continuing its effort to maintain and improve the Inyo County roadways. A portion of this effort will require the purchase of 90,000 pounds of crack fill material and the rental of a kettle to apply it with.

Inyo County Road Department is utilizing Sourcewell, a cooperative purchasing program that provides nationally leveraged discount pricing through CRAFCO (Sourcewell Contract #080521-CFC). CRAFCO has been authorized to sell this contract directly. The pricing offered by Sourcewell provides the County with a discount of approximately 15% off the list price, which makes the pricing highly competitive against comparable products offered on the market. Pursuant to Inyo County Purchasing Manual Section III(B)(5), the Road Department may purchase this material and rent the kettle via Sourcewell / CRAFCO without soliciting bids.

Inyo County Road Department is recommending Board authorize the purchase of one (1) 6 month Rental-Supershot 125 Kettle and 90,000 pounds of Roadsaver Low Tack Sealant, to be delivered to the Road Department shop in Independence. The total expense, including delivery and taxes, is not to exceed \$96,393.94.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes	Object Code	5309/5281
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Current fiscal year impact of \$81,176.94 out of the approved road budget; \$65,954 out of 034600-5309 for materials, \$15,222 out of 034600-5281 for associated rental costs.

Future Fiscal Year Impacts

Kettle rental will extend into next fiscal year. These funds will be encumbered.

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this purchase order. This is not recommended, as the Inyo County Road Department does not currently own the kettle and sealant to repair Inyo County's Roads.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel; Auditor's Office

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements
High Quality Services | High-Quality County Government Services

APPROVALS:

Jose Rodriguez	Created/Initiated - 2/13/2025
Darcy Israel	Approved - 2/13/2025
Jose Rodriguez	Approved - 2/14/2025
Greg Waters	Approved - 2/14/2025
Kelsey Ditty	Approved - 2/14/2025
Shannon Platt	Approved - 2/15/2025
Michael Errante	Approved - 2/18/2025
Keri Oney	Approved - 2/20/2025
John Vallejo	Approved - 2/20/2025
Amy Shepherd	Approved - 2/24/2025
Nate Greenberg	Final Approval - 2/26/2025

ATTACHMENTS:

1. Roadsaver Low Tack Sealant Quote
2. Supershot 125D Rental Quote



SOURCEWELL CONTRACT
#080521-CFC

BBBQ70469-01

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

Date Quoted 2/4/2025
Expiration Date 3/6/2025

Quote To:	Account Code: 918545	Ship To:	Account Code: 918545
INYO COUNTY ROAD DEPT CA		INYO COUNTY ROAD DEPT CA	
INYO COUNTY ROAD YARD		750 S CLAY ST	
750 S CLAY ST		INDEPENDENCE, CA 93526	
INDEPENDENCE, CA 93526		US	
US			
Phone:	760-937-3027		
Fax:	760-878-2001	INYO COUNTY ROAD YARD	
Email:		760-937-3027	

Project Title:			
Start Date:	2/3/2025	Ship Via:	Truck/Common Carrier
Effective Dates:	2/1/2025 TO 3/6/2025	Sales Group:	SRC- SOURCEWELL
Terms:	NET 30	Quoted By:	Matthew Hayes
F.O.B.:	PPD- ADD FREIGHT	Sales Office:	WR3- Matt Hayes

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer:	INYO COUNTY ROAD DEPT CA	Quote Number	BBBQ70469-01
Project Title:		Date	02-04-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
34543-SRC-BOX-TL	ROADSAVER LOW TACK SEALANT	LB	90,000	\$0.6463	\$58,167.0000

Sales Tax \$4,507.94
Shipping \$3,280.00
Contract Total \$65,954.9400

COMMENTS:

FOB Chandler
Box: Product comes in 30 lb boxes, 75 boxes/pallet, 2,250 lbs/pallet
Matthew.hayes@crafco.com

NOTE:**WARNING:**

Products on this quote may be labeled in accordance with California Proposition 65.

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf> <https://crafco.com/Terms.pdf>

Quantities may be limited at Crafco's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy**RETURN POLICY**

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

Nonreturnable Products

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned.

No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.

QUOTE #

BBBQ70864

Date Quoted 2/12/2025

EXPIRATION DATE 3/14/2025

Due to extreme market volatility of raw materials, quotes are reviewed and revised after 30 days. Products ordered for shipment after the expiration date on this quote will be adjusted to the price in the quote valid at the time of the shipment.

Quote To:	Account Code: 918545	Ship To:	Account Code: 918545
INYO COUNTY ROAD DEPT CA		INYO COUNTY ROAD DEPT CA	
INYO COUNTY ROAD YARD		750 S CLAY ST	
750 S CLAY ST		INDEPENDENCE, CA 93526	
INDEPENDENCE, CA 93526		US	
Mobile:			
Phone: 760-937-3027			
Fax: 760-878-2001		INYO COUNTY ROAD YARD	
Email:		760-937-3027	

Project Title:	Inyo County PW SS125 rental		
Bid Date:		Terms:	NET 30
Bid Number:		F.O.B.:	PPD- ADD FREIGHT
Project Start Date:	2/12/2025	Ship Via:	Truck/Common Carrier
Ship Before:	3/14/2025	Sales Group:	
Quote Effective Dates:	2/13/2025 TO 3/14/2025	Quoted By:	Matthew Hayes
		Sales Office:	WR3- Matthew Hayes

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer:	INYO COUNTY ROAD DEPT CA	Quote Number	BBBQ70864
Project Title:	Inyo County PW SS125 rental	Date	02-12-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
MONTH-SS125D	RENTAL- SUPERSHOT 125D	MONTH	6	\$4,600.0000	\$27,600.0000

Sales Tax	\$2,139.00
Sub Total	\$27,600.0000
Shipping Charges	\$700.00
Total	\$30,439.0000

Due to extreme market volatility, all prices and availability are subject to change without notice, all quotes to be confirmed at time of order and subject to inventory status.

COMMENTS:

FOB Fontana, CA

For questions contact Matthew Hayes at 559-593-8386 or matt.hayes@crafco.com

Customer:	INYO COUNTY ROAD DEPT CA	Quote Number	BBBQ70864
Project Title:	Inyo County PW SS125 rental	Date	02-12-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
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NOTE:

PAYMENT POLICY:

A deposit of 50% of the purchase price is required on all equipment orders.
 Payment of cash, wire transfer or cashier's check for equipment is required at the time of delivery. Personal or Company checks must be deposited and the equipment will not be released until the funds clear. (7-10 days is typical)

WARNING:

Products on this quote may be labeled in accordance with California Proposition 65.
 For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf> <https://crafco.com/Terms.pdf>
 Quantities may be limited at Crafco's discretion.
 Pricing and availability are subject to change without notice.
 Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

PPA- Delivered; freight included.
 PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy

RETURN POLICY
 Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.
 All returns are subject to restocking fees.
 All products returned must be in the original packaging and be in good and salable condition.
 Crafco reserves the right to charge repackaging fees in addition to restocking fees.
 The customer is responsible for all shipping costs of returned products.
 Request information on the acceptability for returns for any specific product when ordering.
 Non-Returnable Products
 Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned.
 No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees
 All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

- To obtain authorization contact your customer service representative.
- A written authorization will be faxed or emailed to you.
- A copy of the Return Authorization must accompany the material being returned.



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-174

Whitney Portal Culvert IV Project

Public Works - Road Department

ACTION REQUIRED

ITEM SUBMITTED BY

Hasib Rasooli, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Amend the Fiscal Year 2024-2025 Road Budget (034600) as follows: increase appropriation in Construction in Progress #5700 by \$590,000 (*4/5ths vote required*); and
- B) As authorized by Public Contract Code section 20395(d), find that cavitation beneath the road surface from a compromised corrugated metal pipe (CMP) on Whitney Portal Road necessitates immediate action to safeguard the road such that following standard competitive bidding procedures would not be in the public interest; and
- C) Approve the contract with Spiess Construction in the amount of \$590,000 to perform the necessary emergency repairs on Whitney Portal Road.

BACKGROUND / SUMMARY / JUSTIFICATION:

On February 27th, during routine maintenance on Whitney Portal Road, County road crews discovered sinkholes forming on the north shoulder, just northwest of Lone Pine Campground. A follow-up inspection revealed that these sinkholes were directly above a 6-foot-diameter culvert conveying Lone Pine Creek beneath the road. Severe material loss, cavitation, and voids above the pipe indicate that road failure is imminent without immediate action.

The culvert's bottom has failed, allowing water to erode the roadway's support material. Additionally, the pipe has settled by two feet, and voids above the culvert further threaten its structural integrity. Although surface damage is not yet significant, continued erosion will lead to collapse.

Due to low seasonal water flow, now is the optimal time for removal and replacement. Delaying the project could result in further degradation, costly emergency repairs, and disruptions to Whitney Portal's seasonal reopening in April.

Staff has determined that the project is exempt from CEQA pursuant to the statutory exemption for emergency projects (14 CCR 15269). A notice of exemption was filed on March 5, 2025.

There is sufficient fund balance in the Road Fund to cover the increased expenditure for the budget amendment.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Budget Amendment is included in the item	Object Code	5700
Recurrence	One-Time Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$590,000 for the period between March 11, 2025 and June 30, 2025
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to approve the contract for emergency repairs. This is not recommended since delaying the project could result in further degradation, costly emergency repairs, and disruptions to Whitney Portal Road's seasonal reopening.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable.

APPROVALS:

Darcy Israel	Created/Initiated - 3/5/2025
Hasib Rasooli	Approved - 3/5/2025
Darcy Israel	Approved - 3/5/2025
Hasib Rasooli	Approved - 3/5/2025
Greg Waters	Approved - 3/5/2025
Grace Weitz	Approved - 3/5/2025
Sarah Wilson	Approved - 3/5/2025
Amy Shepherd	Approved - 3/5/2025
Cathreen Richards	Approved - 3/5/2025
Michael Errante	Approved - 3/5/2025
Nate Greenberg	Final Approval - 3/5/2025

ATTACHMENTS:

1. Notice of Exemption
2. 147 Construction Contract - Whitney Portal Rd. and Spiess



INYO COUNTY CLERK
CEQA FILING COVER SHEET

Filed in County Clerk's Office
County of Inyo County

Danielle M. Sexton
Clerk-Recorder

14-03052025-011

03/05/2025
10:38 AM

Pages: 4

Fees: \$0.00

DocType: CEQA
ksutton



THIS SPACE FOR CLERK'S USE ONLY

Complete and attach this form to each CEQA Notice filed with the County Clerk

TYPE OF PRINT CLEARLY

Project Title

Whitney Portal Road, Emergency Culvert Repair Project

Check Document being Filed:

- ☐ Environmental Impact Report (EIR)
- ☐ Mitigated Negative Declaration (MND) or Negative Declaration (ND)
- ☒ Notice of Exemption (NOE)
- ☐ Other (Please fill in type):



Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526
Phone: (760) 878-0263
E-Mail: inyoplanning@Inyocounty.us

Notice of Exemption - Inyo County

To: ☐ Office of Planning and Research

1400 Tenth Street, Room 121
Sacramento, CA 95814

From: (Public Agency) Inyo County
Planning Department
Post Office Drawer L
Independence, CA 93514

☒ County Clerk
County of Inyo
P.O. Drawer F
Independence, CA 93526

Project Title: Whitney Portal Road, Emergency Culvert Repair Project

Project Applicant: Inyo County

Project Location - Specific: The subject area is located underneath Whitney Portal Road Lone Pine CA.

Project Location - City: Lone Pine, CA

Project Location - County: Inyo

Description of Nature, Purpose, and Beneficiaries of Project: The Inyo County Road Department will be conducting an emergency replacement of a 72" diameter, 150' long culvert that is at imminent risk of failure. This culvert is located 6.7 miles west of the junction of Whitney Portal Road and Highway 395 (see attached map). This culvert conveys the water of Lone Pine Creek under the road. A routine inspection on March 3, 2025 revealed structural failure of the culvert, settling, and voids in the fill material supporting the culvert. Failure of the culvert is imminent and could cause the collapse of the roadway. Upcoming spring runoff from snow melt will increase water flows in Lone Pine Creek and further undermine the culvert. The replacement culvert will be located approximately 10 feet from the existing culvert. It will be the same length and diameter as the existing culvert. The existing culvert will be removed and the area backfilled.

Name of Public Agency Approving Project: Inyo County

Name of Person or Agency Carrying Out Project: Inyo County

Exempt Status: *(check one)*


- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ General Rule (Sec. 15061(b)(3));
- ☐ Categorical (Section 15306);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☒ Emergency Project 15269

Reasons why project is exempt: This culvert conveys the water of Lone Pine Creek under Whitney Portal Road. A routine inspection revealed structural failure of the culvert, settling, and voids in the fill material supporting the culvert. Failure of the culvert is imminent and could cause the collapse of the roadway. The upcoming spring runoff from snowmelt will increase water flows in Lone Pine Creek and further undermine the culvert creating a potentially dangerous situation on Whitney Portal Road; therefore, the project qualifies for Exemption 15269 - Emergency Projects.

Lead Agency: Inyo County Planning Department

Contact Person: Cathreen Richards, Planning Director

Area Code/Telephone/Extension: (760) 878-0447

Signature: 

Date: 3/5/2025

Cathreen Richards, Inyo County Planning Director

Inyo Creek

Existing Culvert



Proposed Culvert

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

Spiess Construction, Inc., **CONTRACTOR**

for the

Whitney Portal Rd. Emergency Culvert Repair **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, March 11, 2025, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Spiess Construction, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Whitney Portal Rd. Emergency Culvert Repair **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: Whitney Portal Rd. Emergency Culvert Repair **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 5 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of:
Five Hundred and Ninety Thousand dollars (\$ 590,000),
adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- | | |
|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | The Bid Proposal Form |
| <input type="checkbox"/> | The Bid Bond |
| <input checked="" type="checkbox"/> | The Faithful Performance Bond |

Whitney Portal Rd. Emergency Culvert Repair Project

Construction Contract – No. 147

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110822

- ☒ The Labor and Materials Payment Bond
- ☒ Insurance Specifications
- ☒ All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ☒ The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ☐ The Special Provisions concerning this Project including the Appendices and the Plans
- ☒ Scope of Work Attachment [negotiated contracts only]
- ☒ Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. **INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

9. **POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. **COMPLIANCE WITH ALL LAWS.**

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

12. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: Hasib (Russ) Rasooli

168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: Spiess Construction Co., Inc.

P.O. Box 2349

Santa Maria, CA 93457

15. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. TERMINATION. This Contract may be terminated for the reasons stated below:

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or
- b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

19. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

22. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are

superseded in total by this Contract.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

COUNTY OF INYO

By: _____

Name: _____

Title: _____

Dated: _____

CONTRACTOR

Spiess Construction, Inc.

By: Scott Coleman
Scott Coleman (Mar 7, 2025 08:58 PST)

Name: Scott Coleman

Title: President

Dated: Mar 7, 2025

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
Grace Weitz (Mar 5, 2025 15:07 PST)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg
Aaron Holmberg (Mar 5, 2025 16:27 PST)

County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Spiess Construction, Inc.**

FOR THE Whitney Portal Rd. Emergency Culvert Repair **PROJECT**

INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for BUILDING CONTRACTORS

Contractor shall procure and maintain for the duration of the contract, and for five years thereafter, 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, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office 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 **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **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.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below. See also the bid package for details.
6. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
7. **Contractor's Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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.

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 the 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 SIE/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 ALAE, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Attachment: 2024 Insurance Requirements for BUILDING CONTRACTORS

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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. 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 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.

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

Builder's Risk (Course of Construction) Insurance: Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of Inyo County, as Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversation, or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

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

1. The Retroactive Date must be shown, and this date must be before the execution 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 contract 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, or start of work date, the Contractor must purchase extended reporting coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

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,

Attachment: 2024 Insurance Requirements for BUILDING CONTRACTORS

includes, but not limited to, primary and noncontributory, 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.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable 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. The 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. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Inyo County for all work performed by the Contractor, its employees, agents, and subcontractors.**

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. **All certificates and endorsements and copies of all 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.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage: CGL and 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 years after completion of the contract of work.

Surety Bonds: Contractor shall provide the following Surety Bonds in accordance with the bid package: bid, performance, payment, and maintenance. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one-year warranty, a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year, a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the state of California and secured through an authorized agent with an office in California.

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 circumstances.

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ as Principal, hereinafter "Contractor,"

(Name of Contractor)

and _____

(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of _____

Five Hundred and Ninety Thousand _____ dollars (\$590,000 _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated March 11, 2025, entered into an Contract with the County for the Construction of the Whitney Portal Rd. Emergency Culvert Repair **PROJECT** (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of 90 (ninety) days after the acceptance of the work by County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

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Signed and sealed this _____ day of _____, 20 _____.

(SEAL)

(Name of Corporate Surety)

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

(SEAL)

(Name of Contractor)

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street
P.O. Box N
Independence, California 93526

LABOR AND MATERIALS PAYMENT BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)
_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of _____ Five Hundred and Ninety Thousand dollars (\$ 590,000 _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated _____ March 11 _____, 20 25 _____, entered into an Contract with the County for the construction of the Whitney Portal Rd. Emergency Culvert Repair **PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials are construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(SEAL)

(Name of Contractor)

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

(SEAL)

(Name of Corporate Surety)

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE
ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER
AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street
P.O. Box N
Independence, California 93526

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Spiess Construction Co., Inc.**

FOR THE Whitney Portal Rd. Emergency Culvert Repair **PROJECT**

SCOPE OF WORK

1. Mobilization
2. Sawcut and remove asphalt as necessary to provide necessary layback of excavation
3. Excavate and stockpile existing material
4. Install waddles around base of material stockpiles
5. Grade and compact subgrade for new culvert pipe
6. Install culvert pipe and headwalls
7. Redirect creek through new culvert
8. Remove old culvert pipe
9. Off haul and dispose of old culvert pipe
10. Fill and compact around new culverts
11. Backfill and compact excavation with native materials
12. Provide soil density testing as required during backfill process
13. Grade slopes
14. Regrade all disturbed areas
15. Place, grade, and compact Type II road base
16. Repave road
17. Fog seal 400 LF x 24' wide
18. Striping
19. Hydroseed disturbed area

Project duration 2-3 weeks subject to availability of culvert pipe.

Inyo County Public Works to provide all traffic control, temporary detour signs, and barricades



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-100

Friends of the Lone Pine Airport Presentation

Public Works - Airports

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 a presentation from Friends of the Lone Pine Airport on their recent activities.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Friends of the Lone Pine Airport (FLPA) is a 501(c)(3) non-profit that was created by members of the Lone Pine general aviation community with a goal to restore the terminal area facilities at the Lone Pine/Death Valley Airport with volunteer efforts, preserve local aviation history, and foster growth and involvement in the local community. On November 28, 2023, the Board approved a Memorandum of Agreement (MOA) with FLPA, which provided a framework for the ongoing relationship between the two entities.

Several years ago, the FLPA expressed interest in restoring the Tunnel Aircamp Hangar, a structure outside the airport fence that is in very poor condition and was slated for demolition. This hangar has a rich history, but requires extensive structural and cosmetic repairs. The restoration of this structure is one of the main objectives listed in the MOA. The FLPA and County staff have been working on a ground lease agreement for the area that contains the Tunnel Aircamp Hangar, and this lease will come to your Board for approval shortly. FLPA will also soon be taking over the lease of the Cessna Hangar from Skydive Mount Whitney, who does not currently require the large structure for their operation.

Anna Montgomery, board member of the FLPA, will provide a presentation to the Board highlighting recent FLPA activities and future goals.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Friends of the Lone Pine Airport

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements

Thriving Communities | Highest and Best use of Property

Economic Enhancement | Local Businesses, Organizations, and Workforce

High Quality Services | Improved County Facilities

APPROVALS:

Darcy Israel	Created/Initiated - 2/27/2025
Darcy Israel	Approved - 2/27/2025
Ashley Helms	Approved - 2/28/2025
Grace Weitz	Approved - 3/1/2025
John Vallejo	Approved - 3/3/2025
Michael Errante	Approved - 3/3/2025
Nate Greenberg	Final Approval - 3/3/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-123

Contract with California State Association of Counties (CSAC) Foundation to Continue Inyo County's Participation in the CSAC Grants Initiative

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Deputy County
Administrator

ITEM PRESENTED BY

Meaghan McCamman, Deputy County
Administrator

RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and the California State Association of Counties (CSAC) of Sacramento, CA, for the provision of grant strategy and assistance services in an amount not to exceed \$50,000 for the period of February 1, 2025 through January 31, 2026, and authorize the County Administrator to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Since July 1, 2018, Inyo County has contracted with The Ferguson Group (TFG) to provide Federal Advocacy Services focused primarily on securing federal funding and grants for an array of public works and economic development projects. This relationship has been successful, as in many years the County receives funding well in excess of the annual cost of the TFG contract.

Last year, TFG partnered with the California Association of Counties (CSAC) Foundation through the CSAC Grants Initiative to provide a suite of grant strategy and grant planning services meant to support counties in meeting their project funding goals. Working with TFG, County staff has developed a Strategic Funding Plan for 2025 that identifies a series of projects that are highly sought by the County and may be competitive in a grant process. In renewing the Grants Initiative contract for 2025, TFG staff will continue to support the County in identifying and pursuing funding for County priority projects.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010202
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure	Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact

\$50,000 for the period between February 1, 2025 - January 31, 2026

Future Fiscal Year Impacts

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this agreement. This is not advised because participation in the CSAC grants initiative over the past year has resulted in the creation of a grant funding strategy and the submission of roughly ten grants during the contract term.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

STRATEGIC PLAN ALIGNMENT:

The Grants Initiative supports several elements of the Strategic Plan.

APPROVALS:

Meaghan McCamman	Created/Initiated - 2/19/2025
Darcy Israel	Approved - 2/20/2025
Denelle Carrington	Approved - 2/20/2025
Keri Oney	Approved - 2/27/2025
Meaghan McCamman	Approved - 2/28/2025
John Vallejo	Approved - 2/28/2025
Amy Shepherd	Approved - 3/3/2025
Nate Greenberg	Final Approval - 3/3/2025

I am not certain that this needs to go to Board?

ATTACHMENTS:

1. Draft Renewal Agreement
2. Master Grant Services Agreement Amendment 2
3. 2025 Inyo County Strategic Funding Strategy Plan

COUNTY AGREEMENT

RENEWAL TO AGREEMENT BETWEEN CALIFORNIA COUNTIES FOUNDATION AND COUNTY OF INYO

The California State Association of Counties Foundation (hereinafter referred to as the "CSAC Foundation" or "Foundation"), and the County of Inyo ("County") agree that the CSAC Foundation, through its Master Services Agreement (Master Agreement) with The Ferguson Group ("TFG"), dated January 1, 2025 shall provide the Services specified herein pursuant to the terms and conditions of the Master Agreement and pursuant to the terms and conditions of this sub-agreement ("Agreement" or "County Agreement").

WHEREAS, on February 1, 2024, TFG, CSAC, and County entered into an Agreement for provision of pursuing federal and state funding opportunities to support the programs and services provided by the County to its residents.

WHEREAS, the Agreement expired by its terms on January 31, 2025; and

WHEREAS, the CSAC Foundation and the County mutually desire to enter into a new Agreement for Tier 1 services, as specified in the updated Master Services Agreement, with effect retroactive to February 1, 2025 for a (1) year period through January 31, 2026; and

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

I. Scope of Services

The CSAC Foundation, through its Master Services Agreement with TFG, dated January 1, 2025 shall provide the services to County for the Tier 1 Annual Service option, as specified under Grant Retainer Services in Exhibit B of the Master Agreement and detailed under Flat-Fee Service Options in Exhibit A.

II. Compensation and Schedule

- a. The CSAC Foundation will invoice County and County agrees to be responsible for any and all fees, costs and expenses to the CSAC Foundation, by TFG, for work performed on behalf of, or for the benefit of, County pursuant to this Agreement. Invoices will include basis for the amount invoiced, including a description of Services provided. Except as provided in Paragraph B, County shall pay invoice within 30 days of receipt.
- b. The fee for the Tier 1 Annual Service option specified under Grant Retainer Services in Exhibit B of the Master Agreement shall be paid by County to the CSAC Foundation in two installments, with 50% of the costs paid upon execution of this Agreement, and the remaining 50% paid on July 15, 2025.

III. CONDITIONS OF TERMINATION

Any party may terminate this Agreement at any time by giving the other parties at least thirty (30) days notice in writing of such termination. From and after said termination date as herein provided all further obligations for monthly fees and expenses to CSAC

Foundation shall cease notwithstanding the contract amounts set out in Section II(A).

IV. EFFECTIVE DATES

This Agreement shall take effect on February 1, 2025 and terminate on January 31, 2026. The parties may mutually agree in writing to extend the term of this Agreement.

V. USE OF OWNERSHIP OF WORK PRODUCT

- a. As used in this agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.
- b. County shall retain all rights, title, and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements, and derivative works thereof, and CSAC Foundation, and its contractors, or subcontractors obtains no rights therein.

VI. INFORMATION PROVIDED BY OTHERS

- a. To the extent reasonably available to CSAC Foundation and/or County, and not otherwise subject to any confidentiality requirement, CSAC Foundation and/or County, upon TFG's request, shall provide to TFG in a timely manner any information reasonably needed to perform the Services hereunder, as specified in the Master Services Agreement. TFG may rely on the accuracy of information provided by CSAC Foundation and County.

VII. GENERAL PROVISIONS

- a. Relationship of Parties. The relationship of CSAC Foundation and County is that of independent contractors. Nothing herein shall create any joint venture, partnership, or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

Accordingly, CSAC Foundation shall be responsible for payment of all taxes including federal, state, and local taxes arising out of its activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income taxes, Social Security taxes, unemployment insurance taxes, and any other taxes or business license fee as required.

- b. Confidential Information. With the exception of information shared in the furtherance of fulfilling the Scope of Services outlined in this Agreement, CSAC Foundation agrees that any information concerning the personal, financial, or other affairs of County will be treated by CSAC Foundation in full confidence and will not be revealed to any other persons, firms, or organizations.
- c. Conflicts. If any of the Scope of Services requested by County are identified by CSAC Foundation as creating a potential conflict of interest, CSAC Foundation shall inform County of the potential conflict. If a potential conflict is identified by County, County shall inform CSAC Foundation of the potential conflict. In case of a disagreement, County shall be the final judge of the existence of a conflict for the purposes of this Agreement. In the event that a conflict is identified, the parties shall endeavor to negotiate a resolution to



the conflict. If mutually agreed upon, the third-party with whom the conflict exists may be a party to the negotiation for the resolution of the conflict.

- d. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.
- e. Execution and Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. All signed fax or electronically imaged counterparts to this Agreement shall be deemed as valid originals.
- f. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
- g. Choice of Law. This Agreement shall be construed in accordance with the substantive law of the State of California. Any dispute between the parties shall be adjudicated in Superior Court in the County of Sacramento.
- h. Notice. All notices and demands of any kind or nature that either party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by certified mail, or by commercial overnight courier (e.g., Federal Express), with constructive receipt deemed to have occurred three (3) calendar days after the mailing or sending of such notice, to the following addresses:

If to CSAC Foundation: Attn: Paul Danczyk
California Counties Foundation
1100 K Street, Suite 101
Sacramento, CA 95814
pdanczyk@counties.org
(916) 650-8135

If to County: Nate Greenberg
County of Inyo
PO Drawer N
Independence, CA 93526
ngreenberg@inyocounty.us
(760) 937-1209



IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

COUNTY OF INYO

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Signature: *John-Carl Vallejo*
John-Carl Vallejo (Feb 24, 2025 15:04 PST)

APPROVED AS TO ACCOUNTING FORM:

Signature: *Amy Shepherd*

APPROVED AS TO PERSONNEL REQUIREMENTS:

Signature: *K. Oney*

APPROVED AS TO INSURANCE REQUIREMENTS:

Signature: *Aaron Holmberg*
Aaron Holmberg (Mar 6, 2025 16:38 PST)

CALIFORNIA COUNTIES FOUNDATION

Signature: _____

Name: Paul Danczyk

Title: Chief Operating Officer

Date: _____



MASTER GRANT SERVICES AGREEMENT BETWEEN CALIFORNIA COUNTIES FOUNDATION AND THE FERGUSON GROUP, LLC

This Master Grant Services Agreement ("Master Agreement") is made and entered into this 1st day of January 2025 by and between the California Counties Foundation (hereinafter referred to as "CSAC FOUNDATION ") and The Ferguson Group, L.L.C. (hereinafter referred to as "TFG").

WHEREAS, California counties ("Counties") are engaged in the provision of critical services to California residents, including, but not limited to, roads, health and human services, law enforcement, emergency services, and elections; and

WHEREAS, Counties have different types and levels of administrative, staffing, budgetary, and other institutional resources for providing services, as well as different strategic goals and policy challenges, making Member needs wide-ranging and locally specific; and

WHEREAS, Counties lack sufficient capacity and expertise to pursue federal and state funding opportunities to support their wide-ranging and locally specific needs; and

WHEREAS, TFG is qualified and capable of providing such services and has provided such services to Counties on behalf of the California State Association of Counties ("CSAC") since March 16, 2023; and

WHEREAS, this Agreement replaces in full the Master Grant Services Agreement between the California State Association of Counties and the Ferguson Group, LLC, dated March 16, 2023.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

I. OBLIGATIONS OF THE FERGUSON GROUP

- a. CSAC FOUNDATION engages TFG to provide the services and related tasks ("Services") outlined in Exhibit A for itself and CSAC Members to utilize. In addition, TFG agrees to provide Services to CSAC FOUNDATION and Participating Members pursuant to one or more participant agreements ("County Agreements") substantially in the form attached hereto as Exhibit C. The Services performed by TFG under County Agreements shall be based upon the price terms listed in Exhibit B.
- b. Each County Agreement shall specify the tasks and assignments, from among the Services, to be performed by TFG. Each County Agreement may include a cap for all payments for Services performed under the County Agreement and a time schedule for completion of the Services.
- c. "CSAC Member" means all members of good standing in CSAC and is used in this Master Agreement to reference services that are available to Counties without a need to enter into any separate County Agreement. Any County electing to participate in any County Agreement is referred to herein as the "Participating County." No County Agreement may

be amended except by written agreement executed by CSAC FOUNDATION and the Participating County.

II. OBLIGATIONS OF THE CSAC FOUNDATION

- a. CSAC FOUNDATION shall pay TFG for Services in accordance with the terms of this Master Agreement and the applicable County Agreement. TFG is not authorized to perform any Services or incur any costs whatsoever until a County Agreement has been executed by CSAC FOUNDATION and the Participating County.
- b. TFG shall submit all invoices to CSAC FOUNDATION. Invoices delivered to CSAC FOUNDATION shall be sent to 1100 K Street, Suite 101, Sacramento, CA 95814. In addition to any specific requirements in a County Agreement, each invoice from TFG shall include the following:
 - i. A reference number assigned by CSAC FOUNDATION for invoices under this Master Agreement;
 - ii. Name of each Participating County that has received Services for which the invoice is being issued by TFG;
 - iii. The basis for the amount invoiced, including a description of Services provided; as set forth in the August 15, 2022 agreement between CSAC and TFG); As updated in the 2025 CGI PREMIUM PACKAGES AND HOURLY FEE SCHEDULE (Exhibit B)
 - iv. between CSAC Foundation and TFG; and
 - v. Any additional information as determined by CSAC FOUNDATION and communicated to TFG at least fifteen (15) days notice in writing.
- c. CSAC FOUNDATION shall submit all invoices to Participating Counties within thirty (30) days of receipt of a signed agreement between the CSAC FOUNDATION and a Participating County and thereafter at regular intervals sufficient to ensure that payments to TFG can be paid by the CSAC FOUNDATION on no less than a prorated monthly basis or at such other intervals as mutually agreed to by the CSAC FOUNDATION and TFG.
- d. CSAC FOUNDATION shall make payments to TFG on all invoices within 30 days of receipt of funds from Participating Counties.
- e. For annual contracts, CSAC FOUNDATION shall initiate the contract renewal process no later than three (3) months prior to the expiration of the existing contract to ensure continuity of services and sufficient time for review, negotiation, and execution of the renewal agreement.

III. CSAC FOUNDATION AND TFG CONCUR THAT THE FOLLOWING EXCLUSION SHALL APPLY

- a. TFG will not perform any legal, engineering, or other similar professional services on behalf of CSAC FOUNDATION.

IV. CONDITIONS OF TERMINATION

- a. Either party may terminate this Master Agreement at any time by giving the other at least thirty (30) days' notice in writing of such termination. From and after said termination date as herein provided all further obligations for monthly fees and expenses to TFG shall

cease notwithstanding the contract amounts set out in Section II(A).

V. EFFECTIVE DATES

- a. This Master Agreement shall take effect on January 1, 2025 and terminate on December 31, 2025. The term of this Agreement may be extended for additional one-year option periods as mutually agreed between CSAC FOUNDATION and TFG through written notice prior to the expiration of the current term.
- b. Participating County agreements executed pursuant to this Master Agreement may have performance periods that extend beyond the expiration date of the Master Agreement, provided that such County Agreements are fully executed prior to the expiration date of the Master Agreement. The terms and conditions of this Master Agreement shall remain in full force and effect and shall govern the performance and administration of any County Agreement initiated during the term of this Master Agreement, regardless of the performance period of the Participating County agreement.

VI. USE OF OWNERSHIP OF WORK PRODUCT

- a. As used in this agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Master Agreement.
- b. CSAC FOUNDATION and the Participating Counties shall retain all rights, title, and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements, and derivative works thereof, and TFG obtains no rights therein.

VII. INFORMATION PROVIDED BY OTHERS

- a. To the extent reasonably available to CSAC FOUNDATION and/or the Participating Counties, and not otherwise subject to any confidentiality requirement, CSAC FOUNDATION and/or the Participating Counties, upon TFG's request, shall provide to TFG in a timely manner any information reasonably needed to perform the Services hereunder. TFG may rely on the accuracy of information provided by CSAC FOUNDATION and Participating Counties.

VIII. GENERAL PROVISIONS

- a. Relationship of Parties. The relationship of TFG and CSAC FOUNDATION to each other is that of independent contractors. Nothing herein shall create any joint venture, partnership, or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Master Agreement.

Accordingly, TFG shall be responsible for payment of all taxes including federal, state, and local taxes arising out of its activities in accordance with this Master Agreement, including by way of illustration but not limitation, federal and state income taxes, Social Security taxes, unemployment insurance taxes, and any other taxes or business license fee as required. TFG shall comply with all applicable state and federal laws and requirements applicable to the services covered by this Master Agreement.

- b. Confidential Information. With the exception of information shared in the furtherance of fulfilling the Scope of Services outlined in this Master Agreement, TFG agrees that any information concerning the personal, financial, or other affairs of CSAC FOUNDATION or its members will be treated by TFG in full confidence and will not be revealed to any other persons, firms, or organizations.
- c. Conflicts. If any of the Scope of Services requested by CSAC FOUNDATION are identified by TFG as creating a potential conflict of interest, TFG shall inform CSAC FOUNDATION of the potential conflict. If a potential conflict is identified by CSAC FOUNDATION, CSAC FOUNDATION shall inform TFG of the potential conflict. In case of a disagreement, CSAC FOUNDATION shall be the final judge of the existence of a conflict for the purposes of this Master Agreement. In the event that a conflict is identified, the parties shall endeavor to negotiate a resolution to the conflict. If mutually agreed upon, the third-party with whom the conflict exists may be a party to the negotiation for the resolution of the conflict.
- d. Copyrights. During the performance of this Master Agreement, TFG may create certain works for CSAC FOUNDATION that may be copyrighted under the laws of the United States. To the extent that any such works are created, TFG shall have the sole right to the copyright, unless otherwise agreed to in writing by CSAC FOUNDATION and TFG.
- e. Title to Works, Trademarks, and Inventions Produced. It is understood and agreed that the entire right, title, and interest throughout the world to all works, trademarks, and/or inventions that are conceived of, prepared, procured, generated, or produced, whether or not reduced to practice, by TFG, either solely or jointly with others during the course of, in connection with, or as related to the performance of this Master Agreement, shall be and hereby are vested and assigned by CSAC FOUNDATION to TFG, unless otherwise agreed to in writing by CSAC FOUNDATION and TFG. CSAC FOUNDATION agrees to execute any and all documents prepared by TFG and to do all other lawful acts as may be required by TFG to establish, document, and protect such rights, unless otherwise agreed to in writing by CSAC FOUNDATION and TFG. This paragraph shall not apply to CSAC FOUNDATION's registered trademark of its name and mark, and any use of TFG of CSAC FOUNDATION's name or mark in anything produced by TFG as part of this Agreement shall not constitute an assignment of CSAC FOUNDATION's registered trademarks to TFG.
- f. Assignment. This Master Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.
- g. Execution and Counterparts. This Master Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. All signed fax or electronically imaged counterparts to this Master Agreement shall be deemed as valid originals.
- h. Severability. All provisions of this Master Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Master Agreement shall remain in full effect.

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED

Services not expressly set forth in this Exhibit A are excluded. Services under this Master Agreement include grant research, consulting, and writing services requested by CSAC FOUNDATION or a Participating County for federal, state, and private grant funding. Specific services are outlined below:

CSAC FOUNDATION-Funded Services for All Counties

The following are available to CSAC Members as base services and do not require a County Agreement:

Weekly Grants Updates and Grant Alerts

TFG will publish grant alerts on priority state and federal grants as they are noticed or published. On high-priority grants or those with a short turnaround, TFG will distribute alerts regarding grant opportunities before their official release. The Weekly Grants Update will provide CSAC Members with a recap of grant solicitations that were published that week to ensure funding opportunities are not missed.

Database of Successful Grant Applications

TFG shall make available a database of over 1500 successful grant applications from a variety of programs to help inspire and guide the preparation of successful grant submissions. Reviewing past applications also allows TFG grant experts to identify trends in funded projects that can help frame how to present a project in a future application under the program. CSAC FOUNDATION Members will have full access to the database and can work with TFG grants experts to view and utilize successful grant applications on their own.

Library of Grant Funding Guides and Grant Profiles

CSAC FOUNDATION Members will have access to TFG's Library of Grant Funding Guides and individual Grant Profiles and Summaries. Each Funding Guide provides an overview of grant programs and relevant information such as funding levels, match requirements, eligible applicants, and use of funds in a specific issue area.

TFG's Grants Library also includes a robust database of grant profiles and summaries that provide the key information you need to match a program with your needs and build a winning grant proposal. Grant Profiles and Summaries present the information included in the grant solicitation in an easy-to-follow manner and augment it with additional background information on the program and the types of projects funded in the past.

Project Funding Portal

CSAC Members will have access to a CGI specific Project Funding Idea Portal. The portal will provide CSAC Members with an efficient way to submit baseline information regarding a project to initiate the process of determining if a project is grant eligible, ready to compete for grant funding as well as identifying potential grant funding sources. The portal will also allow County staff to request information on general grant research topics.

Flat-Fee Service Options for Participating Counties

The TFG grant services outlined below are available to Participating Counties at their request through the execution of a County Agreement and are in addition to the base services identified above. The bundled pricing—which is offered at a 20% discount, with half of the discount supporting CSAC FOUNDATION program costs and half of the discount providing direct savings to Participating Counties—is customizable to fit each Participating Counties' needs.

Grant Consulting

Grants Team – Participating Members will have access to TFG's dedicated team of grant experts to explore project ideas, vet available programs and funding opportunities, and develop a strategic plan to prepare projects for grant applications.

Project Development and Readiness – TFG grants team will provide strategic advice on how to get County projects grant ready. Working with County staff, TFG will work to shape or reshape a project for funding consideration, including identifying background and technical information needed to support the grant application, and matching project goals with funding agency priorities. A list of actionable steps will be produced outlining the tasks needed to be taken to ensure a project is grant ready, including what documents the County will need to have ready and where TFG can support the County in the preparation of the application.

Grant Debriefs – TFG staff will help guide counties through the grant debrief process and set up consultation with the funding agency to put future applications in the best position to effectively compete in the next solicitation.

Grant Editing and Review – TFG staff will review grant applications prepared internally by County staff or other outside consultants against the funder's requirements, suggest content edits, and provide recommendations on how to improve narratives before they are submitted.

Monthly Grant Update Meeting – TFG experts will host monthly grant update calls with County staff to discuss grant strategy and provide an update on grant project and application status.

Grant Tracking – Monthly, TFG will provide counties with a customized grant tracking report that provides the following information: a list of upcoming grants (90-day outlook); a recap of grant notifications sent to the County in the prior month; a summary of grant research, reports, and other relevant information sent to the County in the prior month; a summary of grant applications submitted in the prior month; and a list of grant topics of interest monitored on behalf of County. Finally, to assist counties with longer term grant planning efforts, TFG will produce a grant calendar providing a full twelve-month outlook for key grants of interest to the County.

Grant Strategy Development

Needs Assessments and Strategic Grant Outlook – TFG will meet with County staff

and/or officials to discuss ongoing projects, primary issue areas, and future needs that may benefit from grant funding. These meetings can either be conducted virtually or, if preferred, in-person. TFG will closely identify, forecast, and monitor relevant funding opportunities that meet identified specific needs. Our Strategic Grant Outlook also allows your staff to know what is on the horizon and be prepared when a notice of funding availability is announced.

Custom Project Specific Grant Research and Funding Strategy – TFG will conduct grant research on the federal, state, and foundation levels and will create a customized funding strategy geared to support a project. Project Specific Funding Strategies will provide counties with relevant grant information, as well as recommendations on funding opportunities to target, specifically tailored to the project and the community. Grant research will not only look at open, available programs, but will also focus on grant programs expected to be released in the future.

Grant Writing

Start to Finish Grant Writing – TFG grant writers will work with counties to take grant project ideas from the start of the application to submission including filling out federal forms and crafting persuasive and compelling grant narrative and corresponding budgets. While grant writing services do not include the development of technical documents needed to support a grant application, including but not limited to modeling, Benefit Cost Analysis, engineering, environmental review, or Community Benefit Plan, TFG will work with the County to identify resources to ensure these elements are completed.

Grants Training

Grants Training – TFG can train County staff on grant application processes and help improve the quality of grant proposals. We can provide individual training or training for larger groups depending on the County's specific needs.

Post Award Services

Post Award Grant Management – TFG is available to provide counties with Post-Award Grant Management Services including providing guidance in managing grants, overseeing funding utilization, compliance tracking, and reporting.

Negotiated Indirect Cost Rate Agreements (NICRA) – TFG is available to support counties in establishing robust proposals for Negotiated Indirect Cost Rate Agreements (NICRA). NICRA services encompass thorough analysis, strategic planning, and guidance to ensure compliant proposals and assistance through the negotiation process. TFG will help counties navigate the intricacies of NICRAs, leading to a thorough cost allocation plan, NCIRA proposal, negotiation, and recovery process. Additionally, we can provide compliance services to create a streamlined and efficient financial framework that maximizes funding utilization.

EXHIBIT B

2025 CGI PREMIUM PACKAGES AND HOURLY FEE SCHEDULE

Premium Package Grant Agreements

The tiered pricing structures outlined below are designed to offer CSAC Members access to bundled tiers of complementary and flexible services. The goal is to provide more than just task-oriented support, helping Members build grant-related plans, strategies, and capacities. As such, the pricing for these agreements is holistic, offering greater value than an a-la-carte menu.

As applicable, CGI will provide a tailored cost proposal to Participating Member(s) that elects to participate in a County Agreement for Services that reflects the level of effort required to perform the desired level and package of services. Such proposals will be based on the following pricing. Custom packages based on the outlined services can also be created to meet Participating Member(s) specific goals and priorities.

Premium Package Agreement Structure	Tier 1 \$50,000/year	Tier 2 \$100,000/year	Tier 3 \$250,000/year	Tier 4 \$500,000/year
CSAC Funded Base Grant Services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Grant Consulting	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Grant Strategy Development	1 Needs Assessment or 3 projects	1 Needs Assessment plus 3 projects	1 Needs Assessment plus 6 projects	1 Needs Assessment plus 10 projects
Grant Tracking	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Grant Writing	See a la carte pricing	4 small to 1 large grant	8 small to 2 large grants	16 small to 4 large grants
Grant Training	1 training	1 training	3 trainings	Custom
Post-Award Services	See a la carte pricing	See a la carte pricing	Advice and direction included. See a la carte pricing for specific project needs.	Advice and direction included. See a la carte pricing for specific project needs.
Negotiated Indirect Cost Rate Agreements (NICRA)	See a la carte pricing	See a la carte pricing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Custom packages based on the outlined services can also be created to meet Participating Member(s) specific goals and priorities.

A La Carte Grant Writing Services

The grant writing services and other a la carte services below are offered to CSAC Members to identify and complete specific tasks, in contrast to the much broader and more holistic bundles identified as retainer agreements above. If a CSAC Member or Participating Member is interested in a la carte services, the CGI team will provide a tailored cost proposal that reflects the level of effort required to provide the desired services. For grant writing, services include drafting the narrative and non-narrative elements of a grant application such as forms, budgets, logic models, Benefit Cost Analysis, and Community Benefit Plans. Exceptions do occur based on the complexity of the grant application, but costs will remain in line with the pricing guidelines outlined below.

Type of Grant	Narrative Page Length	10% CSAC Member Discount Cost
Small, well-defined request	6-10	\$5,400 - \$6,050
Small, full grant application	11-15	\$10,260 - \$11,100
Medium, full grant application	16-20	\$15,660 - \$17,000
Large state or national foundation or medium federal grant	21-25	\$19,440 - \$20,400
Large federal grant application	26-30	\$22,680 - \$24,650
Large, complex or technical grant	Varied	Custom

Note that the complexity of grant applications varies widely and prices are thus subject to change based on each situation. Last minute emergency grant writing requests, for example, are subject to a 35 percent markup. Batch requests for grant services across multiple applications are also subject to additional discounts of 10 to 25%, depending on the circumstances.

A La Carte Non-Grant Writing Services

Below are the prices for a la carte non-grant writing services, which are available to CSAC Members and Participating Members at a discounted rate (as indicated in the far-right column):

	10% CSAC Discount Cost
Custom Project Specific Funding Strategy	\$4,500/guide
Grant Writing	See grant writing table or hourly rate
Needs Assessment and Strategic Grant Outlook	\$18,000
Grants Research, Editing, and Review	\$255/hour
Grants Training	\$3,150/session
Post-Award Services	Negotiated Fee Based on Scope
Negotiated Indirect Cost Rate Agreements (NICRA)	\$27,000 - \$31,050

Title	Master Grant Services Agreement Amendment 2_TFG_CCF
File name	file
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Audit trail date format	MM / DD / YYYY
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Inyo County, CA

2025 Strategic Funding Plan

December 2024

2025 Funding Strategy for the County of Inyo, CA

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Introduction

Successfully competing for highly sought-after grants requires advanced preparation and planning to strategically identify priority projects and align them with appropriate funding opportunity requirements. Inyo County's Strategic Funding Plan (SFP) is a comprehensive analysis of County funding priorities and projects identified in its Strategic Plan as of June 2024. TFG grant experts have matched the projects or needs with potential funding programs based on information within the Strategic Plan and supplemental meetings. This Strategy is a starting point to help Inyo County in proactively positioning itself and prepare for upcoming grants that align with its priority needs ahead of time.

Strategic Funding Plan Process

Inyo County is seeking to pursue competitive federal and state grants to support County wide priority projects. Effectively competing for discretionary grants requires strategically targeting well defined projects while developing and preparing competitive grant applications in a 12 to 18-month window.

As a first step in developing a targeted strategy, TFG was granted access to the Inyo County Strategic Plan and received a list of 47 projects for funding consideration. Upon review of these projects, TFG met with staff from Public Works, Office of Emergency Services (OES), and the County Administrators' Office (CAO) to dig into specific projects that were deemed high priority by the County in their Strategic Plan. These discussions allowed the TFG team to whittle down potential funding avenues to support the County's projects and begin making recommendations and advising the County on the next steps to grant seeking. Of the 47 projects in total, TFG identified five projects that had a higher likelihood of aligning with federal or state funding opportunities. The resulting [spreadsheet](#) captures the County's project prioritization and provides insight into TFG's evaluation of possible federal and state funding opportunities that support high ranking projects. As conversations with the County and project prioritization and definition continue to advance, it is likely more projects will be added to this list and a pipeline of projects that are prime for grant funding will be further developed.

This SFP is intended to be a starting point for the County. To successfully pursue competitive grants, applicants must first identify and define specific projects requiring funding. While some high priority projects were well defined, others shared broad needs that will require additional project definition to identify and compete for grant funding. As a result, TFG provided the respective departments with General Grant Guides to facilitate an understanding of the universe of funding that is available for their priority issues. The grant recommendations provided in this report are based on cursory project information. Further refining of projects, as well as a detailed examination of grant guidelines, is necessary to ensure the project is competitive for funding.

Project Overviews and Recommendations

This Strategic Funding Plan focuses on projects and broad needs that were identified by the County and provides potential next steps to further project readiness for grant funding. These projects or broader needs have been categorized into funding themes to facilitate future project prioritization and definition.

Water and Wastewater Infrastructure: The County identified several water and wastewater related projects in need of funding, including the Lone Pine Water System Replacement Project, Bishop Sewer Facility

Improvements, and the Bishop Airport Waterline Extension Project. Much of the funding available to support implementation of water infrastructure projects across the Federal and State funding landscape is offered via low interest financing opportunities, such as the California State Water Resource Control Board's (SWRCB) [Drinking Water State Revolving Fund \(DWSRF\) Program](#) or USDA's [Water and Waste Disposal Loan and Grant Program](#).

The **Lone Pine Water System Replacement Project** is in early stages of development and additional funding to support planning and pre-construction activities was determined as an initial priority. Planning is available through the DWSRF program, SWRCB's [Small Community Funding Program](#), as well as through USDA's [SEARCH - Special Evaluation Assistance for Rural Communities and Households Grant](#). The County is actively pursuing SWRCB DWSRF planning program funding and has had conversations with USDA's SEARCH program about its water and sewer project needs. Additional funding will be needed to support the construction of this project; however, to be grant competitive for capital projects, a level of shovel readiness is necessary to compete. The County's first step in securing planning funding will ultimately position the project to be more competitive when it is ready for capital funding.

In support of the Lone Pine Project, the County and TFG also explored utilizing the Bureau of Reclamation's (BOR) [WaterSMART Water Energy and Efficiency Grant \(WEEG\) Program](#) to fund meters and laterals; however, BOR advised that drinking water lateral replacements was currently a project of priority to fund and recommended pursuing WEEG funding for water meter replacements/installations in the future. The next round of WEEG is anticipated in Summer 2025.

The City of Bishop and a Community Special District within the County, along with a local tribe, are seeking to partner together to build a new **upgraded sewer plant** that will serve the city, outlying county area, and reservation. Similar to drinking water needs, most funding available to support wastewater projects is available through low interest financing, such as the SWRCB's [Clean Water State Revolving Fund \(CWSRF\)](#), USDA's [Water and Waste Disposal Loan and Grant Program](#), or EPA's [Water Infrastructure Finance and Innovation Act \(WIFIA\)](#). Additional details about project stage specific to design, engineering and planning will help determine additional avenues for funding sources.

The County desires to extend **water to the Bishop Airport**; however, details surrounding the driving need behind this extension have yet to be explored, as the purpose behind the expansion may offer alternative avenues to fund the project outside of the funding options outlined above. For example, if the waterline expansion is necessary to support new business at the airport, there may be an opportunity to explore Economic Development Administration funding. Additional details on the project need, scope and timeline are necessary to identify and recommend a funding approach.

Finally, the County expressed an interest in identifying funding to support the historic **Lone Pine Creek Bypass** feature to divert high flows. At the time of this report, details surrounding the specifics of this project require further discussions to identify funding options to support the project. Ensuring all project partners are committed to project planning and implementation will be vital to any future grant endeavor.

The [Water and Drinking Water General Grant Guide](#) and [Water and Wastewater General Grant Guide](#) are offered as additional resources to explore potential federal funding opportunities. As the County works to identify and prioritize discrete projects for funding consideration, it will be better positioned to prepare and apply for discretionary grant funding in support of these projects.

Public Defense: The County expressed interest in understanding the funding landscape that could support indigent defense. In particular, the County requested further information on the BSCC’s [Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program](#). The JAG program is the leading source of federal justice funding to state and local jurisdictions and could be used for indigent defense. Unfortunately, the BSCC offers JAG funding to California counties in three-year grant periods. The current round of JAG funding ends December 2026 and the next expected application period will happen shortly thereafter. The BSCC has also previously provided funding for public defense through the [Indigent Defense Grant Program](#), [Public Defense Pilot Program](#), and [Proposition 47 Grant Program: Safe Neighborhoods and Schools Act](#). Unfortunately, the State has not committed additional funding to the Indigent Defense Grant Program or Public Defense Pilot Program. The County may wish to explore the [Proposition 47 Grant Program](#) further to determine if it could be of assistance to the County’s indigent defense efforts. TFG has confirmed that the Proposition 47 Grant Program has funded public defender positions during previous rounds. The County will want to begin planning its project in early 2025 and identify a non-governmental or community-based organization to partner with as part of the project.

On the federal level, several programs through DOJ are helpful in supporting indigent defense, including the Department of Justice’s (DOJ) [Enhancing Youth Defense](#), [Justice and Mental Health Collaboration Program](#), [Youth Justice and Mental Health Collaboration Program](#), [Reducing Risk for Girls in the Juvenile Justice System](#), and [Postconviction Testing of DNA Evidence](#). As the County identifies discrete projects to support public defense, TFG will be able to further vet them against funding opportunities.

Fuel Reduction Initiatives: Funding for fire safety, fuel reduction, and forest health has increased over the past five years. As California has begun its [million acres fuel reduction strategy](#), multiple agencies and programs are creating funding opportunities to meet these goals. Inyo County has identified a robust project portfolio to meet their needs for this effort. As the County has already begun their USDA [Community Wildfire Defense Grant \(CWDG\)](#) application for the 24-25 Fiscal Year, it is important to recognize that in future years, and as projects are identified and completed, updating the County CWPP is vital to maintaining efforts on the ground. Agencies focused on wildfire reduction and prevention look to these documents as community support which leads to better project performance and outcomes. This solicitation in the future can also provide implementation funding for projects that increase fuel reduction, community education and support, training, and assistance in establishing local regulations for community resilience. It is important to sustain local partnerships not only with local agencies, non-profits and community groups but also a cache of local contractors or stakeholders that have the capacity to complete these projects. The California Department of Forestry and Fire Protection (CAL FIRE) [Wildfire Prevention Grants Program](#) is ideal for projects focused on creating or maintaining fuel breaks, defensible space for residents, and covering hazardous tree identification and removal. Working with Wildland Urban Interface Communities (WUI) to help identify residents willing to participate in projects and getting all necessary documents ready for CEQA filing are great first steps in preparing for this application. Similarly, CAL FIRE’s [Forest Health Program](#) would be ideal for projects such as enhancing invasive species management in wildland areas, wildfire ecosystem projects that collaborate with tribal governments, and prescribed burns. The County will need to partner with a local registered forester to identify key areas to begin a long-term strategy and priority areas to target for work. Being aware of species and cultural heritage sites are critical to project performance, and tribal partnerships often help meet the goals of the funder and create productive partnerships for future projects. Other funding opportunities at the state level include the [California Fire Safe Council](#), which administers a centralized clearinghouse for various federal and state grants aimed at community wildfire risk reduction and resilience. At the federal level, the

U.S. Forest Service’s [Community Forest and Open Space Conservation Program](#) provides financial assistance to establish community forests that offer public recreation, environmental, and economic benefits.

Transportation: As with all Counties, funding to support transportation assets is always needed. Inyo County expressed a need for planning funds to identify projects, conduct studies, design and engineering and environmental reviews in order to bring projects to a project ready state. The County is seeking funding through Caltrans’ [Sustainable Transportation Planning Grants](#) to support the development of a plan that analyzes climate resiliency, vulnerabilities, and solutions (with an emphasis on project identification and initial project design). The County may also wish to consider seeking [Safe Streets and Roads for All](#) funding to support creating a Safety Action Plan for the County which would unlock capital construction dollars in the future. Additionally, the County is exploring funding to support **Old Spanish Trail** to support planning activities and eventual construction. Old Spanish Trail is in the early stages of project planning and the County is exploring pursuing assistance through Department of Transportation’s (DOT) [Rural and Tribal Pilot Program](#) to position the project for other grant funding in the future through DOT’s [Rebuilding American Infrastructure for Sustainability and Equity \(RAISE\)](#) and the [Federal Lands Access Program \(FLAP\)](#). The next round of FLAP is not anticipated until 2027.

Bishop Airport is a public airport operated by Inyo County. The County is exploring the possibility of constructing a new commercial service terminal building. Projects are currently in the early stages and are not ready for construction, and planning funding would be beneficial. Bishop Airport is NPAIS classified as a Public Airport (PU) General Aviation (GA) Local Airport and a NonPrimary Hub (NP). The Federal Aviation Administration (FAA) provides funding to airports through several programs including the [Airport Improvement Program \(AIP\)](#) and the [Airport Terminal Program](#). Both programs make funding available for planning and design work necessary to access capital funding. Next steps in project planning include holding discussions with Inyo’s FAA Regional Representative to discuss the project and funding needs and working with TFG to fully develop out the project scope, funding needs and timelines.

Public Facilities Renovations or Construction: Several divisions are seeking funding to support the renovation of- or new construction of- municipal facilities, such as the **Southern Inyo Fire Protection District Fire Station, Courthouse, Independence Annex, Big Pine Animal Shelter, Statham Hall, Juvenile Detention Center, Eastern California Museum, and Community Center**. Funding available to support municipal building renovations or construction is limited, and typically only found through the U.S. Department of Agriculture (USDA), Federal Emergency Management Agency (FEMA), and the California Department of Housing and Community Development (CA HCD). Each of these programs has limited eligibility. The County is most likely to receive loan funding through USDA’s [Community Facilities Program](#) to support its building needs serving rural areas of the County. Funding through FEMA’s [Hazard Mitigation Grant Program \(HMGP\)](#) will *not* support new facility construction, but may support renovations to existing facilities so long as the upgrades are linked to improved protection and operations in the event of a disaster and increase the level of security/safety for County residents. FEMA’s [Building Resilient Infrastructure and Communities \(BRIC\)](#) does allow for the construction of new facilities as part of hazard mitigation efforts, provided the new construction must be designed to increase community resilience and reduce the risk of loss of life, damage to property, and injuries, as well as other criteria. Both FEMA programs require a Cost Benefit Analysis (CBA) as part of the application process and are much more complex programs under which to secure funding, with a long project implementation timeline. The FEMA programs may be an option to support the **Statham Hall Cooling Center Improvements**, however, CA OPR’s [Extreme Heat and Community Resilience Program](#) is likely a better fit funding-wise to support the cooling center needs. Additional project vetting meetings are needed to prepare for upcoming funding opportunities.

Finally, in limited circumstances, CA HCD’s [Community Development Block Grant \(CDBG\)](#) funding may be used to modify or renovate existing public facilities; however, the program will not fund new construction outside of permanent housing. The CDBG program broadly interprets the term “*public facility*” to include all improvements and facilities that are either publicly owned or that are traditionally provided by the government, or owned by a nonprofit, and operated to be open to the public. This would include neighborhood facilities, firehouses, public schools, and libraries. Public improvements include streets, sidewalks, curbs and gutters, parks, playgrounds, water and sewer lines, flood and drainage improvements, parking lots, utility lines, and aesthetic amenities on public property such as trees, sculptures, pools of water and fountains, and other works of art. The regulations specify that facilities that are designed for use in providing shelter for people with special needs are public facilities (and not permanent housing), and thus are covered under this category of basic eligibility. Such shelters would include nursing homes, convalescent homes, hospitals, shelters for victims of domestic violence, shelters and transitional facilities/housing for the homeless, halfway houses for run-away children, drug offenders or parolees, group homes for the developmentally disabled, and shelters for disaster victims. The public facilities exception does not authorize expenditures for “buildings for the general conduct of government.” Additional exploration surrounding the County’s ability to track and meet Low-Moderate Income benefits requirements is necessary prior to pursuing CDBG funding.

Given the numerous building requests, the County will need to prioritize its facility needs. To access capital grants or loans, it is often necessary to have preliminary design or architectural or engineering work complete as well as site control. The County’s building projects would benefit from further project definition, prioritization, and planning; however, grant funding is very limited to support such requests.

Affordable Housing: California is struggling with an affordable housing crisis and Inyo County has identified the need to support affordable housing development. The primary source of development funding is the [Low-Income Housing Tax Credit](#) (LIHTC), a federal tax credit administered by state agencies. Other funding to support affordable housing development is offered through federal block grants like the HOME Investment Partnerships Program or the CDBG Program; however, Inyo County is not an entitlement community and therefore does not receive an allocation and would need to compete through the CA HCD non-entitlement [CDBG](#) and [HOME Investment Partnership Programs](#). Other CA HCD grant programs that support affordable housing include the [Permanent Local Housing Allocation Program \(PLHA\)](#) and the [Multifamily Housing Program](#). Many of these grant programs have quick obligation and construction deadlines and the County would need to have a shovel ready project with developer lined up to successfully compete. The County may also wish to explore funding through U.S. Department of Agriculture’s (USDA) [Mutual Self Help Grants](#), [Rural Housing Site Loans](#) or the [Housing Preservation Grants](#) Programs. Identifying partners in the development of affordable housing will be critical in its successful implementation and funding pursuit.

Parks: The County is seeking funding to improve several parks, including Millpond, Mendenhall, Starlite, and Bishop. Funding that is available for parks, and specifically playground improvements, is predominantly federal in origin, but administered through competitive grant programs by the State. Given the number of parks needing funding, the County will need to prioritize which park to focus funding on first.

The County may want to consider pursuing CA DPR’s [Land and Water Conservation Fund](#) (LWCF) for **Mendenhall Park**. LWCF supports the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of Californians. Projects proposed for the development or acquisition to create new parks receive higher points than expanding or developing existing parks. Additionally, projects that are in park deficient or economically disadvantaged areas will also receive priority points as defined by the grant. Mendenhall Park

meets economically disadvantaged areas criteria. Additional project vetting for Mendenhall Park will be required to determine the project's alignment with Statewide Comprehensive Outdoor Recreation Plan (SCORP) Priorities, Project Readiness, Public Input, and LWCF Post-Completion Park Stewardship requirements.

The County may also wish to pursue funding for shade structures at **Starlite Park** through CA OPR's [Extreme Heat and Community Resilience Program](#). This program invests in local, regional, and tribal efforts to reduce the impacts of extreme heat and funds projects such as: creating extreme heat action plans, providing mechanical or natural shade, increasing building and surface reflectance, providing passive or low energy cooling strategies, and promoting evaporative cooling. The County may wish to bundle other cooling projects, like Stathem Hall Cooling Center Improvements, with the Starlite Park project. Next steps include ensuring the County has an extreme heat action plan and beginning project planning efforts for application development, including defining scope or work and implementation plan, partnerships and other program requirements.

TFG also explored CA DPR's [Outdoor Recreation Legacy Partnership \(ORLP\) Program](#) to support park development. Unfortunately, in order to access this funding, the projects must be located in incorporated cities and towns with at least 30,000 people AND be located **within** a community (Census tract) that is determined to be disadvantaged per the [Climate and Environmental Justice Screening Tool](#). Unfortunately, none of the County's parks meet these eligibility criteria.

The County may also wish to explore accessing private or foundation funding to support smaller scoped and sized projects at the parks. Some popular private or foundation funding opportunities that support fields, lighting, and playgrounds include: [AARP Community Challenge grants](#), [American Dermatology Shade Structure Grants](#), [TMobile Home Grown Grant](#), [Major League Baseball and Major League Baseball Players Association \(MLB-MLBPA\) Youth Development Foundation \(YDF\)](#), [Scotts and Major League Baseball \(MLB\) Scotts Field Refurbishment Program](#), and [US Soccer Foundation Safe Places to Play](#).

The County also expressed interest in funding supporting **Owens River Trail** and **Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI)**, however, well defined projects were not identified. As a result, the [Parks and Recreation General Grant Guide](#) is offered as an initial resource to explore potential Federal Funding Opportunities. As the County works to identify discrete projects for funding consideration, CGI will then be able to identify discretionary grant funding opportunities in support of these projects.

2024-2025 Grant Calendar

The Grant Calendar is a graphic representation of programs recommended for the County to consider pursuing in the coming calendar year. The calendar can be a useful tool to ensure preparation for when grant applications begin well in advance of a solicitation period. TFG recommends that the County begin preparing for grant solicitation periods at least three months in advance of the anticipated timing noted below. For construction projects, preparation may need to begin eight months prior to an anticipated grant release to ensure plans and other necessary supporting documents are readily available to inform an application. Starting intensive work on a project before the grant is released will allow the County to ensure it has a defined project with all necessary supporting materials.

Grant Program Name	Federal / State Department	County Department	County Need / Project / Interest Area	Max Grant Request	Match Requirement	Anticipated Application Start	Anticipated Application End	2024 Oct 2024 Nov 2024 Dec 2025 Jan 2025 Feb 2025 Mar 2025 Apr 2025 May 2025 Jun 2025 Jul 2025 Aug 2025 Sep 2025 Oct 2025 Nov 2025 Dec	Notes
Sustainable Transportation Planning Grant	CalTrans	Public Works - Transportation	Transportation Planning	Up to \$1 million	11.47%	Oct-24	Jan-25	2024 Oct, 2024 Nov, 2024 Dec, 2025 Jan	Plan that analyzes climate resiliency, vulnerabilities, and solutions (with an emphasis on project identification and initial project design)
Community Wildfire Defense Grant Program	USDA	OES	Fuel Reduction Initiative	Up to \$10 million	10% or 25%	Nov-24	Feb-25	2024 Nov, 2024 Dec, 2025 Jan, 2025 Feb	TFG provided feedback on previous Grant. County submitting application.
Forest Health Program	CalFire	OES	Fuel Reduction Initiative	Up to \$7 million	Not required	Nov-24	Jan-25	2024 Nov, 2024 Dec, 2025 Jan	Matching funds are not required for this program; however, the provision of matching funds is a positive factor during the evaluation process.
Rural and Tribal Pilot Program	DOT	Public Works - Transportation	Old Spanish Trail	Up to \$360,000	Not required	Dec-24	Feb-25	2024 Dec, 2025 Jan, 2025 Feb	
Wildfire Prevention Grants Program	CalFire	OES	Fuel Reduction Initiative	Up to \$3 million	Not required	Jan-25	Mar-25	2025 Jan, 2025 Feb, 2025 Mar	Matching funds are not required for this program; however, the provision of matching funds is a positive factor during the evaluation process.
Proposition 47 Grant Program	CA BSCC	Administration	Indigent Defense	Up to \$8 million	Not required	Feb-25	Apr-25	2025 Feb, 2025 Mar, 2025 Apr	Public Defenders funding. Will need CBO partner.
Land and Water Conservation Fund	CA Parks	Public Works - Parks	Mendenhall Park	50% of total project cost	50%	Feb-25	Jun-25	2025 Feb, 2025 Mar, 2025 Apr, 2025 May, 2025 Jun	
Safe Streets and Roads for All	DOT	Public Works	Transportation Planning	Up to \$10 million	20%	Feb-25	Apr-25	2025 Feb, 2025 Mar, 2025 Apr	
Airport Improvement Program	DOT	Public Works - Airport	Bishop Airport	Up to \$1.5 million	10%	Mar-25	Apr-25	2025 Mar, 2025 Apr	
Airport Terminal Program	FAA	Public Works - Airport	BIH Commercial Terminal	Unspecified	5%	Jul-25	Jul-25	2025 Jul	TFG to send successful applications
Community Forest and Open Space Conservation Program	USDA	OES	Fuel Reduction Initiative	Up to \$600,000	50%	Oct-25	Jan-26	2025 Oct, 2025 Nov, 2025 Dec	
Extreme Heat and Community Resilience Program	CA OPR		Statham Hall Cooling Center Improvements	Up to \$4 million	Not required	TBD 2025	TBD 2025		Confirmed for Round 2 funding. Timing is uncertain given the agency is still reviewing Round 1 applications.
WaterSMART Small Scale	BOR	Public Works - Water	Lone Pine Water System Replacement - Water Meter	Up to \$100,000	50%	2025/2026	2025/2026		Water Meters Only - In the future. Not early 2025.
Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	DOT	LTC	TBD	Up to \$25 million	20% with exceptions	2026	2026		Exploring for FY 2026 Cycle. County is designated rural, tract 8 is a persistent poverty tract and Disadvantaged tract.
Federal Land Access Program (FLAP)	DOT	LTC	TBD		11.47%	2027	2027		DOT has confirmed the next call for CA FLAP is tentatively scheduled for 2027.
Drinking Water State Revolving Loan Fund	CADWR	Public Works - Water	Lone Pine Water System Replacement - Laterals	Loan	Loan	Rolling	Rolling		Water Laterals. Principal Loan Forgiveness Available.
CleanWater State Revolving Loan Fund	CADWR	Public Works - Water	Sewer Plant	Loan	Loan	Rolling	Rolling		Water Laterals. Principal Loan Forgiveness Available.
Special Evaluation Assistance for Rural Communities and Households (SEARCH) Grant	USDA	Public Works - Water	Lone Pine Water System Replacement			Rolling	Rolling		Inyo Applied and is waiting to hear back from USDA.

Next Steps

Inyo County is in the process of creating a robust Strategic Funding Plan. The County has successfully identified several projects in need of funding but is still strategizing internally to determine which projects to prioritize. With many facilities, parks, water and trail projects in need of funding, the County alongside TFG will work together to determine which projects will be the most competitive when seeking discretionary grants.

As the County further prioritizes its projects, TFG will work to connect County staff and officials with funding agencies at the state and federal levels to vet projects, discuss funding agency priorities, and develop overall relationships. This effort will pave the way for project planning activities to bring projects to a grant ready state or allow the County to prepare and submit applications to targeted grant programs. Where possible, TFG will work with County staff to identify synergies between departments to identify intersections between projects that can enhance competitiveness of grant applications.

Additionally, the County may wish to explore securing a federal Negotiated Indirect Cost Rate Agreement (NICRA). A NICRA is a document that determines a standard rate to charge Federal granting agencies for indirect costs in grant funded projects. The standard de minimus indirect rate is currently set at 10 percent. Negotiated rates can range from 12 percent up to as high as 34 percent. A NICRA allows your organization to provide additional funding for indirect costs associated with the management of grant-funded projects. Indirect costs are costs that are not directly identified with a single, final cost objective, such as a product, service, grant, contract, or project, but are necessary for the general operation of the organization to conduct the activities it performs. Examples of indirect costs include wages for back-office and other staff employees, accounting and personnel expenses, rent, depreciation, utilities, and maintenance. Indirect costs can be fixed or variable depending on whether they change with the level of output or activity or the scope of work in the grant funded project.

Grant Seeking Tips

Identifying Grant Ready Projects

While the County has embraced the idea of strategically preparing for grant funding, more work needs to be done to prioritize projects and then prepare those projects to be competitive in the application process. These projects should: (1) be well defined, (2) have a clear scope of work, (3) be supported by reports, studies, plans and other documents, (4) have baseline data to support demonstrated need, (5) have an implementation plan and timeline, and (6) have a budget and associated required matching funds. Projects that require construction should have engineering at a minimum of 30 percent complete, an understanding of required utility relocation and right-of-way acquisition, and environmental studies underway. Ideal projects are not those that need to be accomplished within the next calendar year, but rather those that can start in late 2025 or further into the future, as the grant notice of award process takes approximately eight months after an application is submitted. TFG will continue to work with the County to identify and prioritize projects that will be best positioned to compete well for discretionary grant programs.

General Considerations

As the County continues to identify and prioritize projects, TFG suggests taking proactive steps to evaluate the project alignment with grant programs by reviewing previous years' solicitations and considering the following:

Demonstrated Need. Every grant application will require applicants to document and demonstrate the need for the project. The County should ensure projects put forth for funding consideration are referenced in planning documents and are supported by data to craft a compelling argument for why funding is needed for your project. Additionally, the County should consider the ability to include information on public participation, such as public meetings, website announcements, or planning documents showing the long-term prioritization and need for your specific project.

Project eligibility. Review previous or current solicitations to ensure project activities desired are eligible and competitive through the program. Grant solicitations will provide insight into what you can and cannot request as well as what types of projects will be prioritized for funding. Contact the funding agency prior to the grant solicitation being released to discuss your project and how it aligns with their priorities. Funding agencies are typically more than happy to review your project to ensure it is not only eligible, but also competitive for grant funding. Make sure you plan these conversations in a timely fashion; once the solicitation is open, funding agencies are typically only able to answer general questions related to the grant guidelines and will be unable to discuss project particulars. TFG will continue to vet projects and facilitate agency meetings to best position projects for funding.

Timeline. Review previous or current solicitations to ensure that your timeline for project completion aligns with the program's timeline for award. Look at project start and end dates to confirm you can complete your project in the timeline given. It can take anywhere between five to eight months to hear back from a funding agency as to whether your project was selected for an award. After award notification, it can take several months until a grant agreement is signed. Generally, projects cannot start before the grant agreement is executed unless negotiated and agreed upon with the funding agency.

Award range. Review previous or current solicitations to ensure your need for funding corresponds to the award range of the program. Programs that give too much or too little funding in relation to project costs may not suit the County's needs, even if the project is eligible through the program.

Match commitment. Review program match commitment requirements and ensure that you can provide additional funding to the project at the time of application submission. Match requirements can often be met using a mixture of cash and in-kind services. When considering a cash match, at a minimum, funds must be unencumbered and fully available at the time of the planned execution of a grant agreement and prior to project initiation. In general, applicants cannot use funds that have already been expended (even if part of the overall total project costs) for match commitment. Exceptions may apply for specific grant programs. Further, most grant programs do not allow for other federal funding to be used to meet match requirements. Knowing the source of your matching funds ahead of time is important.

Partners / Stakeholders. Consider the need for project partners (funded or unfunded) as well as additional stakeholders who might provide letters of support for your project. Begin discussions about your project in advance of a grant application period to ensure roles, responsibilities or support can be secured. Whenever possible, TFG will make suggestions as to the types of entities with whom the County may want to partner to align with grant requirements.

Past awards. When considering applying to a program, secure information on projects the program has funded in the past and approved award amounts. Even if projects are eligible through the program, this does not guarantee success. The funding agency may not currently be prioritizing the use of eligible funds given constraints on funding or agency/administration priorities. Similarly, even if a program allows for a high maximum award, it is important to review past funding levels to gauge traditional grant award amounts. TFG will continue to share previously successful applications with the County as well as conduct an analysis of award history to assist the County in making a go-or-no-go decision on whether to pursue a grant opportunity.

Consult with Funding Agency. To best match a specific project with a program, TFG recommends consultation with funding agency staff before the solicitation period opens. Funding agency staff are generally more willing to speak with prospective applicants and give tips and advice when the application is not open. TFG will continue to support the County in arranging and facilitating these consultations.

Construction Considerations

Some of the projects identified by the County require construction. Grants involving construction elements often have additional upfront requirements. Generally, “shovel ready” projects are the most competitive. When evaluating whether to apply for construction funding, the County should consider:

Environmentals. Ensure preliminary environmental work is underway, such as knowing the level of environmental review necessary or having begun the clearance process. Every federal grant will require you to submit a National Environmental Policy Act (NEPA) report prior to construction. Many programs will allow applicants to finance and complete the NEPA report as part of pre-construction grant activities. A project’s complexity and location will influence the level of environmental review. The most competitive applications will include information on where the environmental review process of the project is and when it will be completed, if it is not already done.

Preliminary Engineering/Architecture. Ensure the project has complete preliminary engineering (PE) and/or preliminary architectural reports (PAR). Projects with no PE or PAR will generally be considered less competitive by reviewers and may create complications for required project timelines. If these reports are underway, explain how far along the reports are (i.e. 60 percent complete) and when completion is expected. A project that is further along in design and engineering will receive a higher project readiness score.

Right-Of-Way and Land Acquisition. Understanding land ownership and needs is critical in seeking grant funding. Generally, programs favor applicants who own the land the project will take place on and can present a deed with their application. However, some programs will fund right-of-way and land acquisition costs as part of the project. The County should be prepared to submit a deed, or at minimum a lease or purchase agreement for the land, as part of a grant application involving construction activities or a clear explanation, timeline, and budget for acquisition.

Construction Timeline and Procurement. If construction for a project is currently planned, ensure that the County’s timeline aligns with the grant program project and obligation periods. Typically, a project cannot break ground before a grant agreement is executed. Generally, you cannot procure vendors before the grant project period begins. Contractors should follow all federal procurement requirements of the grant program including the Davis Bacon Act.



INYO COUNTY BOARD OF SUPERVISORS

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ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-27

2024 General Plan Annual Report

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Receive a presentation from staff regarding the 2024 General Plan Annual Progress Report and direct staff to submit it to the Department of Housing and Community Development and the State Office of Planning and Research.

BACKGROUND / SUMMARY / JUSTIFICATION:

Government Code Section 65400 requires that local agencies prepare a General Plan Annual Progress Report (APR). The purpose of the document is to report on the County's progress in implementing its General Plan. The document is being provided to the Planning Commission and Board of Supervisors for their review. Subsequently, it will be submitted to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

The General Plan is the County's constitution and guiding vision. Upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many projects and strives to include the public in the decision-making process. The County's General Plan and Amendments can be found at: <https://www.inyocounty.us/services/planning-department/inyo-county-general-plan> and an overview of General Plans titled "What is a General Plan" can be found at: <https://www.inyocounty.us/sites/default/files/2024-01/What%20is%20a%20General%20Plan%20V.%201%20-%20FINAL%20FINAL.pdf>.

The County provided leadership and participated in many planning activities in 2024 as identified in the attached report. County staff continued its building permit and project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures. During 2024, the County reviewed 16 building permits for housing units. It also granted 12 Certificates of Occupancy (completed) for housing units. Currently, the County has added 53 Above Moderate units as provided for in its Regional Housing Number Allocation for the current housing element period. Sixteen of these were in 2024. No units have been built that fall into the Very Low, Low or Moderate income categories.

The APR is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306 - Information Collection.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose to not receive this presentation from staff regarding the Inyo County 2024 Annual Progress Report and not direct staff to send to Housing and Community Development and Office of Planning Resources. This is not recommended as this is a state-mandated annual report.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning

Thriving Communities | Improve Housing Opportunities

Thriving Communities | Quality Parks and Recreation Amenities

Thriving Communities | Enhanced Transportation Services

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Cathreen Richards	Created/Initiated - 2/20/2025
Darcy Israel	Approved - 2/20/2025
Cathreen Richards	Approved - 2/20/2025
Christian Milovich	Approved - 2/25/2025
John Vallejo	Approved - 2/25/2025
Nate Greenberg	Final Approval - 2/26/2025

ATTACHMENTS:

1. 2024 Annual Progress Report

General Plan Annual Progress Report 2024

County of Inyo



Prepared by the Inyo County Planning Department

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Introduction

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR).

The purpose of the document is to report on Inyo County's progress in implementing its General Plan. The document will be provided to the Planning Commission and Board of Supervisors for their review and submitted to the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

Background

The County adopted a comprehensive update to the General Plan on December 11, 2001, and has amended the Plan on several occasions since. The planning process for the update took over four years, many public hearings and meetings, and substantial effort on the part of staff, the Board of Supervisors, the Planning Commission, local organizations and interest groups, and the general public.

The Plan replaced, reformatted, and/or updated a number of older General Plan Elements and other planning documents that had been adopted over the years. In addition to the many working documents, staff reports, and outreach materials, the Plan resulted in the following major documents that are utilized on a day-to-basis in the County's planning processes:

- General Plan Summary
- Background Report
- Goals and Policies Report
- Land Use and Circulation Diagrams
- Environmental Impact Report (EIR)

The Inyo County General Plan received awards of excellence from local chapters of the American Planning Association in 2001. The policy document and diagrams are available on the Planning Department's website at the following link:

<https://www.inyocounty.us/sites/default/files/202002/GP%20Goals%20and%20Policy%20Report%2012.2001.pdf>

Informational Document

This document is a reporting document and does not create or alter policy. The content is provided for informational purposes only and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

Organization

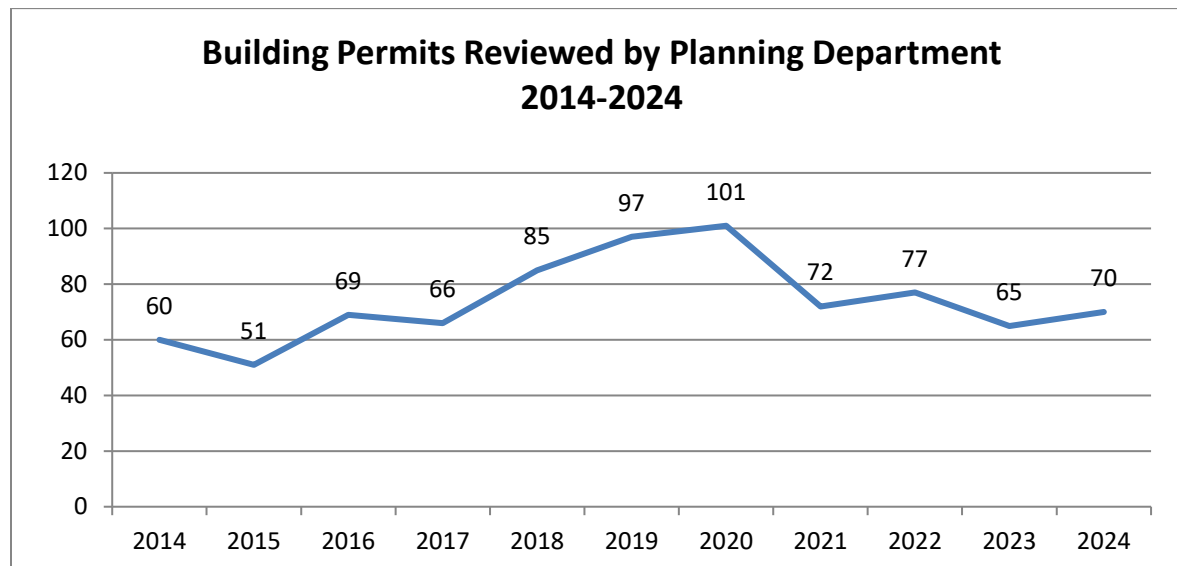
After this introduction, a summary of projects and issues addressed over the last year is provided, and then each General Plan element is addressed. Following these topics, the County's planned General Plan and Zoning Ordinance update are addressed. Appendix A includes Government Code Section 65400. Appendix B includes the HCD reporting forms.

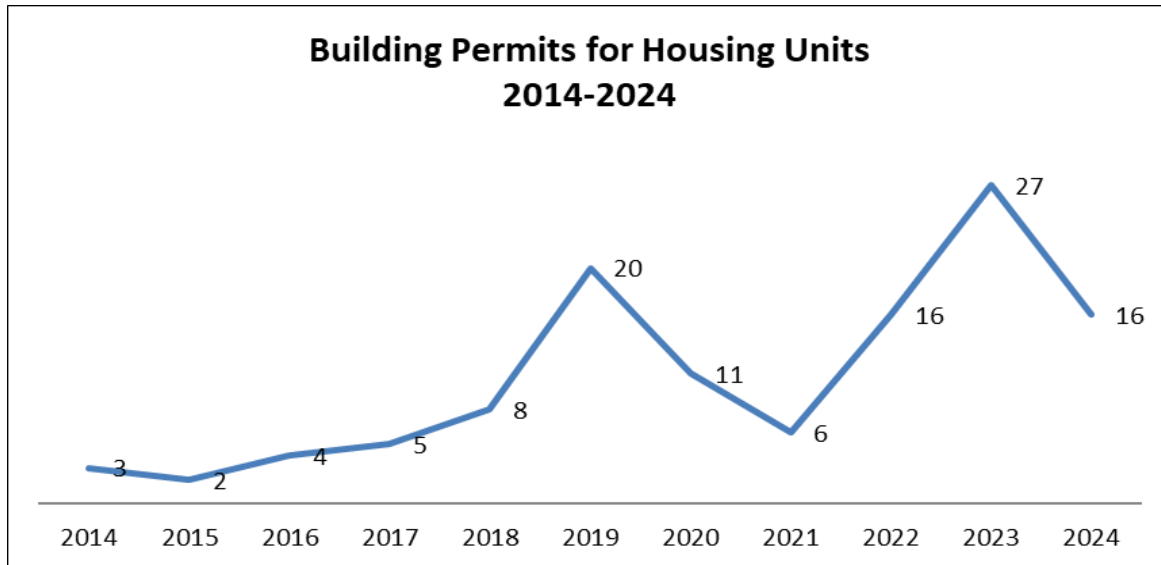
II. Plans, Projects, and Accomplishments

During 2024 the County processed numerous projects and participated in a variety of planning programs. The following summaries provide a brief overview of these projects and programs and are not intended to be exhaustive.

Building Permits

Four-Hundred and Forty-five total building permits were received by the Building and Safety Department in 2024. Seventy of these were reviewed by the Planning Department for zoning consistency issues. This is one more than was reviewed in 2023. Sixteen of these permits were for new housing units, twelve less than in 2023. Building permits were applied for 5 new single-family homes (4 less than in 2023), and 4 new manufactured homes (4 less than 2023) and 7 accessory dwelling units (ADU) (3 less than 2023). Six of the ADU applications were for conversions or additions to garages for ADUs. Twelve Certificates of Occupancy (completed projects) were also reported to have been granted by the Building and Safety Department in 2024 for residential projects. Four were for single family homes and 6 were for manufactured homes (9 of these are on one permit for employee housing at Furnace Creek) and 3 were for ADUs (1 ADU was with a SFR permit).





Regional Housing Needs Allocation

The State Department of Housing and Community Development (HCD) or a Council of Governments (COG), with the approval of HCD, gives each jurisdiction in the State a Regional Housing Needs Allocation (RHNA) for every iteration of Housing Element Updates. The Allocation number is based on a Regional Housing Needs Assessment. This is the number of housing units per income group that the jurisdiction must plan for in its Housing Element. The last one of these that the County received was in 2020 for the 2021 Housing Element Update. Every jurisdiction must also report on the progress that has been made towards meeting its RHNA in its General Plan Annual Report. The 2020 RHNA units by income category are as follows:

- Very Low – 36 (includes Extremely Low)
- Low – 40
- Moderate – 39
- Above Moderate – 80

To date, the County has had 53 Above Moderate units built. This deviates, somewhat, from the report form as the form includes projected units and not, exclusively, built units.

Planning Permits

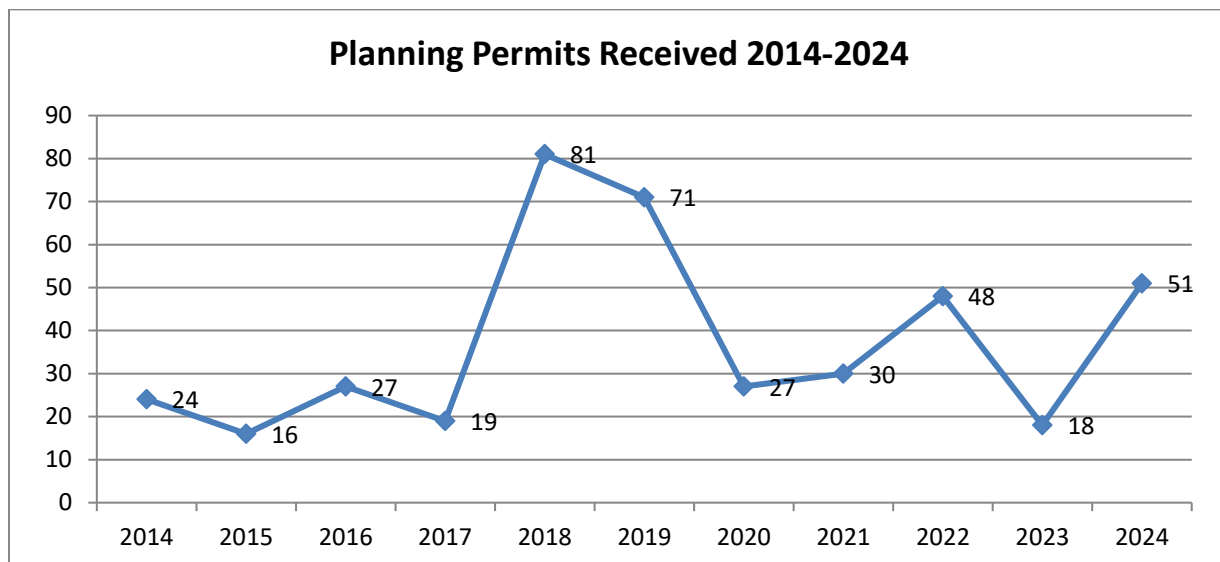
The Planning Department also processed a variety of landuse permits during 2024, including conditional use permits, variances, subdivisions, and associated environmental reviews. The breakdown in applications received is as follows:

- 11 Conditional Use Permits
- 3 General Plan Amendment
- 3 Zoning Reclassification
- 4 Zone Text Amendments
- 1 Renewable Energy Permits (solar)
- 3 Reclamation Plans 1 update
- 1 Appeal
- 1 Lot Line Adjustment
- 3 Parcel Mergers

- 3 Variances
- 8 Hosted Short-Term Rentals
- 2 Telecom Plans
- 4 Tentative Parcels Maps
- 4 Water Efficient Landscape Ordinance

During the past year, the Planning Commission agendas included the following application types:

- 6 Zone Text Amendments
- 5 Conditional Use Permits
- 2 Variances
- 1 Mining Stipulation Order
- 1 Renewable Energy Permits
- 1 General Plan finding
- 1 Mitigated Negative Declaration



Of the 17 projects reviewed by the Planning Commission, 4 projects were also presented to the Board of Supervisors. Thirty-three more applications were received by the Planning Department in 2024 than were in 2023 (18 in 2023 and 51 in 2024). This is quite an uptick from 2023, and this makes sense as a correction to the drop in 2023. Staff expected that the 2023 decline was temporary (some of it related to the moratorium on short-term rentals) and the numbers would go back up. The Planning Department also reviewed and approved 4 hosted short-term rentals and 3 were voluntarily withdrawn (1 non-hosted and 2 hosted) in 2024.

Projects Reviewed by the Planning Commission During 2024

The following applications were reviewed by the Planning Commission and/or Board of Supervisors during the past year:

CONDITIONAL USE PERMIT 2023/BPCSD - The applicant applied for a Conditional Use Permit located on parcel (APN: 018-090-19), in Big Pine, California. This permit would allow the applicant to construct a new rapid infiltration basin as an expansion to the current existing wastewater treatment facility. The project encompasses 5-acres of pre-disturbed land to be an expansion to the existing 10.3-acres wastewater treatment facility. The project was approved by the Planning Commission.

CONDITIONAL USE PERMIT 2024-07 / SHELL STATION REIMAGE TO 76 - The applicant applied for a Conditional Use Permit (CUP) for the reimagining of a fuel station from Shell to 76. The property is zoned Central Business (CB) and is located at 109 S. Main St., Big Pine, California (APN: 004-032-01). A gas station and food mart have been operating on the site for many years. The applicant applied for the CUP to reimage existing unpermitted and nonconforming Shell brand signage to the 76 brand to include the canopy, fuel pumps, Food Mart, Hi-rise and Mid-rise signs, and to add a new electronic price reader to the Mid-rise sign. The project was approved by the Planning Commission.

CONDITIONAL USE PERMIT (CUP) 2021-04/GREWAL - The applicant applied for a Conditional Use Permit to change a one-family residence on a property located at 2218 North Sierra Highway, in the Bishop area, to a multiple family structure (duplex). The dwelling is located in the Highway Services and Tourist Commercial (C2) zone, which requires a CUP for multiple family dwellings. The project was approved by the Planning Commission.

CONDITIONAL USE PERMIT 2024-04/BISHOP CREEK CHEVRON - The applicant requested a Conditional Use Permit (CUP) for a property located at 2392 N. Sierra Highway in Bishop, California, to bring an existing pole sign with an electronic price reader into compliance. The applicant initially approached the Planning Department regarding the relocation of the sign due to a Cal Trans pavement project. However, during the review process, it was determined that the sign does not have an existing CUP, rendering it non-conforming. The project was approved by the Planning Commission.

CONDITIONAL USE PERMIT 2024-09/SEXTON - The applicant applied for a CUP to allow for a small addition to the overall square footage of a currently non-conforming one-family residence. It is located on a property located at 200 Ocean View Rd., in the Forty-Acres subdivision in the north Bishop area. The dwelling is located in the Rural Residential with a one-acre minimum zone (RR-1). The front and right-side yards currently do not meet the required setbacks, and the addition will also not meet the setback requirements. The project was approved by the Planning Commission.

CODE AMENDMENT 2024-01/WELO - Staff proposed to amend Chapter 17.04 of the County Code with the adoption of a Water Efficient Landscape Ordinance (WELO) to incorporate by reference the California State's Model Water Efficient Landscape Ordinance (MWELo), a state mandate, and provides additional provisions for enforcement and penalties to ensure the County meets the objectives required by the State's MWELo. The WELO would allow the County to implement the mandated State's MWELo objectives of improving water conservation through approved landscaping and irrigation planning. The Planning Commission considered the item and provided a recommendation to the Board of Supervisors to adopt the proposed ordinance. The

Board has not yet adopted it.

MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT (MND) -

The Inyo County Planning Commission considered the approval of a MND for the proposed Runway 12-30 Safety Area Improvement Project at the Bishop Airport. The project would involve clearing, cutting, filling, grading, and compacting approximately 14 acres of land near the runway ends within the runway safety area (RSA). The Planning Commission approved the MND for the project.

RENEWABLE ENERGY PERMIT-2023-01/SBC - The applicant applied for a Renewable Energy Permit located on two 5-acre parcels (APN's 038-340-20 and 038-340-21) in Trona, California. This permit would allow the applicant to construct a 2.0 megawatt (MW) commercial scale photovoltaic solar facility that uses 4,625 single axis tracker solar panels, encompassing 10-acres of mostly disturbed land. The project was approved by the Planning Commission.

STIPULATED ORDER AMERICAN PERLITE MINE - The American Perlite Mine is in violation of Reclamation Plan 1990-02 due to unauthorized mining activities. A Stipulation Agreement outlining corrective actions was drafted and necessitated a hearing for approval. The proposed Stipulated Order mandated compliance with approval conditions, mitigation measures, the reclamation plan, and the Surface Mining and Reclamation Act. The Planning Commission approved the Agreement.

SUBDIVISION CODE TEXT AMENDMENT 2023-02/SB9 URBAN LOT SPLIT. Staff proposed an amendment to Chapter 16.25 of the County Code with the adoption of a Senate Bill 9 (SB9) Urban Lot Split ordinance to address and incorporate the SB 9 Urban Lot Split requirements. The proposed amendment also provided recommendations to variable implementation measures to ensure the County not only meets the State's SB9 Urban Lot Split requirements but also meets the needs specific to the County of Inyo. SB9 allows for an Urban Lot Split of a single-family residentially zone parcel located in the urbanized area of Bishop, as defined by the U.S. Census, if certain criteria are met. The Planning Commission considered and provided a recommendation to the Board of Supervisors to adopt the proposed amendment. The Board subsequently approved the Amendment.

VARIANCE 2024-02/OTREMBA - Request for a Variance to allow a single-family dwelling to encroach 5 feet into the required 20-foot rear yard setback on a property zoned One-Family Residence (R1) at 570 W. Bush St., Lone Pine. The project was approved by the Planning Commission.

VARIANCE 2024-03/BISHOP CREEK CHEVRON - The applicant applied for a variance to exceed the maximum allowable sign height from 25 feet to 40 feet for a proposed electronic price reader sign. The property, located at 2392 N. Sierra Highway in Bishop, California, is zoned for Highway Services and Tourist Commercial (C-2) use. The project was approved by the Planning Commission.

ZONE TEXT AMENDMENT 2024-01/SHORT-TERM RENTAL OF RESIDENTIAL PROPERTY - At the direction of the Board of Supervisors, staff prepared updates to the County's

Short-term Rental of Residential Property Ordinance. These updates included adding short-term rental areas and caps, time limits, insurance requirements, removing outside fires as allowed and changes to the enforcement process. A moratorium was active on short-term rental applications since October 25, 2022, and was extended to end November 25, 2024, unless lifted by the Board of Supervisors. The Planning Commission considered the item and provided a recommendation to the Board to adopt. The Board subsequently adopted it.

ZONE TEXT AMENDMENT 2023-01/TWO-UNIT DEVELOPMENT - Staff are proposed an amendment to Chapter 18.84 of the County Code with the adoption of a Senate Bill 9 (SB9) Two-Unit Development ordinance to address and incorporate the SB9 Two-Unit Development requirements. The proposed amendment also provided recommendations to variable implementation measures to ensure the County not only meets the State's SB9 Two-Unit Development requirements but also meets the needs specific to the County. SB9 allows for the development of two primary dwellings on a single-family residentially zone parcel located in the urbanized area of Bishop, as defined by the U.S. Census, if certain criteria are met. The Planning Commission considered and provided a recommendation to the Board of Supervisors to adopt the proposed amendment. The Board subsequently adopted it.

ZONE TEXT AMENDMENT 2024-02/INYO COUNTY MOBILE FOOD FACILITIES - Staff prepared a Draft Ordinance to include Mobile Food Facilities as a principal permitted use on private property in the Central Business, Highway Services and Tourist Commercial and Commercial Recreation Zones. The draft also included regulations to address possible nuisances that may be created by them. The Planning Commission considered and provided a recommendation to the Board of Supervisors to adopt the Ordinance. The Board subsequently adopted it.

ZONE TEXT AMENDMENT 2024-03/INYO COUNTY-ANIMAL MAINTENANCE - Staff drafted a proposed ordinance to update Section 18. 78.310-Animal Maintenance; and Subsections 18.12.020 (D) and 18.12.040 (J) Open Space, of the Inyo County Code to: update and make clear the limitations of the number of animals allowed, by zoning and lot size, and setting forth appropriate conditions for animals to be kept; identify prohibited nuisances; and include a requirement for all kennels to obtain a conditional use permit and kennel license to operate. The project is Exempt from the California Environmental Quality Act by the Common Sense Rule 15061(b)(3). Subsequent conditional use permits for kennels will require additional site specific CEQA evaluations. The Planning Commission requested that this item be brought back for further discussion.

Other Plans and Projects

The following discussion summarizes other projects which the County expended substantial efforts in 2024.

State Model Water Efficiency Land Landscape Ordinance

The State's Model Water Efficient Landscape Ordinance (MWELo) become effective to Inyo County in 1993 and currently applies to the County by default since the County has not adopted the State's MWELo or a local ordinance. MWELo applies to new, rehabilitated, and existing landscaping with the purpose of conserving water through approved landscape design and

landscape construction/installation approval. The creation and effectiveness of MWELo to the County is derived from various statutes and legislative actions to include: Assembly Bill (AB) 325 (Clute, 1990); California Code of Regulations Title 23, Division 2, Chapter 2.7; AB 2717 (Laird, 2004); AB 1881 (Laird, 2006); Government Code 65595(c)(1) (2007); Executive Order NO. B-29-15 (2015); Senate Bill 1383 (Lara, 2016); and 14 CCR section 18989.2 (2020). Although the State's MWELo applies the County by default, pursuant to 14 CCR section 18989.2 the County is required to adopt an ordinance involving compliance with MWELo California Code of Regulations Title 23, Division 2, Chapter 2.7 sections 492.6(a)(3)(B), (C), (D), and (G) as amended on September 2015. The County began annual reporting in 2015. In 2022 the County began researching the requirements of MWELo and in 2023 began reviewing landscape applications under the State's MWELo requirements. Also, in 2023 the County began drafting a local Water Landscape Efficient Ordinance (WELO) that incorporates the State's MWELo but provides additional provisions for enforcement and penalties making the County's WELO more restrictive than the State's MWELo. The draft ordinance was presented to the Planning Commission in February 2024 and received a recommendation for approval by the Board. Staff presented it to the Board in April, 2024, they requested that it be brought back to them for further discussion and staff has been working towards this.

Senate Bill 9

Senate Bill 9 (SB9) Two-Unit Development and Urban Lot Split

SB9 was signed by Governor Newsom on September 16, 2021, and became effective January 1, 2022 requiring ministerial approval of two-unit developments and urban lot splits within specific single-family residential zones if certain requirements are met. In 2022 the County began reviewing the requirements of SB9 and identifying the single-family residential zoned areas in which SB9 can apply pursuant to the 2020 U.S. Census determined urbanized area within Inyo County. The County then began drafting two separate ordinances to meet the requirements of SB9. One draft ordinance is for applications associated with two-unit developments meeting the SB9 requirements and will be incorporated into the County's zoning ordinance under Title 18. The second draft ordinance is for applications associated with urban lot splits meeting the SB9 requirements and will be incorporated into Title 17 – Subdivisions of the County Code. Both draft ordinances were presented to the Planning Commission in March 2024, and a recommendation for approval was received the ordinance. It was then scheduled and approved by the Board of Supervisors in May 2024.

Environmental Justice Element

The County began preliminary work on the proposed Environment Justice Element of the General Plan in 2022 to meet the requirements set out by the Department of Housing and Community Development when certifying the County's sixth cycle of the Housing Element Update. The creation of the Environment Justice Element required a considerable amount of time and effort as it involved incorporating goals, policies and implementations found in other areas of the General Plan, and creating goals, policies and implementations relevant to the objectives and goals mandated for the Environmental Justice Element. A draft was finalized in the Fall of 2023 and notice to the tribes about the proposed Environmental Justice Element adoption into the General Plan and the opportunity to request consultation were sent via certified mail on November 15, 2023 as required pursuant to Senate Bill 18. The deadline for tribal requests for consultation was February 13, 2024, and the Bishop Paiute Tribe had comments regarding it. Staff met with the

Tribe and incorporated their comments into the Environmental Justice Element Draft. It will be presented to Planning Commission in 2025 and if recommended for approval by the Planning Commission, the Environmental Justice Element will be presented to the Board of Supervisors.

Residential Design Standards for Infill REAP 2.0 Grant.

Staff applied for and were awarded a REAP 2.0 grant to review the County's residential design standards that may be operating as government constraints to housing. This project will look at current required densities, setbacks, parking and height requirements and evaluate where changes can be made to better facilitate housing opportunities. This project will kick-off in early 2025 and is part of the implementation strategies from the Housing Element Update.

2021 Housing Element Update

The County's General Plan Housing Element was due for an update in 2021. The County began preliminary work on the update during the fall of 2020. This included securing a Local Early Action Planning (LEAP) grant from the State. The County expended a tremendous amount of time and effort in updating its Housing Element to meet all of the new requirements. With virtually no help, or guidance from HCD (besides references to statutes), the County addressed the new legislation and struggled through the required new Affirmatively Furthering Fair Housing (AFFH) section. Once substantive comments and edits were received from HCD the Update was completed and approved in August 2022. When two RHNA sites that were identified in the Housing Element were not approved for zone changes, planning staff had to find new parcels and revise the adopted Housing Element. This was completed, re-adopted and finally recertified by the state in October 2023. Staff continues to review and make changes in the County General Plan and Zoning Code to implement the Housing Element policies.

Zoning Code/General Plan Update Housing Element

Once the Housing Element Update was completed, updates to County's Zoning Code were made to begin implementing the changes set forth in the General Plan Update. This included adding multi-family housing as a by right use in the County's Central Business Zone and eliminating the requirement for a Conditional Use Permit for multi-family housing with over 15-units. Staff continues to work on zoning code updates related to the Housing Element Update including SB2 and Density Bonus ordinances.

Senate Bill 2 (SB-2) Planning Grant for Affordable Housing

SB2 was adopted by the State Legislature in 2017 to provide a permanent source of funding to help local jurisdictions provide affordable housing. In 2019, funding was directed at planning assistance that helps to achieve affordable housing goals. The grant funding was allocated by an "over the counter" non-competitive means to all eligible jurisdictions in the State. The county submitted an application for this funding. Since Inyo County is considered a 'small county' with regard to the SB2 funding allocations, the award was \$160,000. The County secured the SB2 grant and a contractor and began working on the project in fall 2020. The contractor and County identified parcels in the County that may be appropriate for re-designating for higher density residential use and the Draft Ad Min EIR was prepared and went through a 45-day review and comment period. This project went to the Planning Commission for a hearing in March 2023. The Planning Commission did not provide a recommendation to the Board. The item went to Board of Supervisor's for a hearing in May 2023 and was not adopted as presented by staff.

Short-term Rentals

In 2006 the County determined that short-term vacation rentals are not permitted within the Residential Zoning Districts. The County began to investigate if this decision should be revisited, and if so, how it might proceed. During 2016, the Board conducted several workshops, and directed staff to begin public outreach. Public workshops were conducted in 2017 and Draft regulations were prepared. In February 2018 an ordinance was approved by the Board of Supervisors allowing for the short term rental of residential properties with proper permitting. The County began approving permits for short term rentals in April 2018. During 2019 staff reviewed the successes and issues related to short-term rental permitting. The results of this review were presented to the Board of Supervisors, along with suggestions to update the short-term rental ordinance at 3 workshops. Based on public input and recommendations from the Board, updates to the short-term rental ordinance were prepared by staff and subsequently adopted by the Board. These changes included removing the availability of non-hosted short-term rental permits. Currently the short-term rental ordinance is being reviewed again for possible changes. In late 2022, the Board of Supervisors put a moratorium on short-term rentals in the County. This was extended twice to end in November 2024. A new ordinance was presented to the Board in Spring 2024 and was adopted. With or without these changes there has been a significant decline in the number of short term rental applications and three permits have been voluntarily withdrawn.

Cannabis

In 2016, California voters enacted Proposition 64, which permits and regulates recreational use of marijuana in California. Several statutes to regulate medical marijuana were passed in the 2015 legislative session – Assembly Bill (AB) 266 (Bonta, 2015), AB 243 (Wood, 2015), and Senate Bill (SB) 643 (McGuire, 2015) – becoming effective January 1, 2016. The County also included Advisory Ballot Measures G, H, and I in the 2016 election: Measure G inquired whether the voters support medical commercial cannabis businesses, H inquired whether the voters support recreational cannabis businesses, and I was for a tax on cannabis businesses. All three measures were decided in favor cannabis businesses and taxation. The County continues to monitor implementation of the legislation. The County worked throughout 2017 on cannabis regulations and adopted them in January 2018. In December 2018 the first Cannabis Business Licenses were awarded in Inyo County and subsequent CUPs began being processed in 2019 and have continued through 2024.

Dark Skies – Lighting

In the 2002 update of the County's General Plan a policy relating to lighting was include, under the Conservation and Open Space Element - Visual Resources 1.6 Control of Light and Glare. It states: *The County shall require that all outdoor light fixtures including street lighting, externally illuminated signs, advertising displays, and billboards use low-energy, shielded light fixtures which direct light downward (i.e., lighting shall not emit higher than a horizontal level) and which are fully shielded. Where public safety would not be compromised, the County shall encourage the use of low-pressure sodium lighting for all outdoor light fixtures.* This policy was never implemented through the zoning code as language was never included in the County's zoning code for it. Due to interest from the community and members of the Board of Supervisors, County staff began a process to evaluate a possible lighting ordinance for the County. Three public outreach meetings and two Board workshops were held on the subject in 2018. The project continued into

2020, but with minimal attention due to Covid and lack of staff. This project was picked back up in 2021 and a Draft Ordinance has been completed. A recommendation from the Planning Commission was obtained and the Board approved it in April 2022. This program continued to be implemented and monitored during 2024.

Community Plans for Charleston View/Tecopa

Based on interest from local residents, the County embarked on preparation of Community Plans for Tecopa and Charleston View in Southeast Inyo County in 2015. Public meetings were conducted in both Charleston View and Tecopa in 2016 to kick-off the project and vision the Plan. In addition, background reports were developed for each planning area. Work continued on the plans in 2017 with visioning work. In December 2018 Draft Community Plans were presented to the communities of Charleston View and Tecopa. The Plans were well received with a few suggestions for minor changes. The County continued to try to identify and pursue grants for environmental analysis and implementation of the Plans during 2024.

Olancha Cartago Corridor Study – The County was awarded a Caltrans Sustainable Communities Grant to study a section of U.S. 395 that is currently planned to be bypassed as part of the Caltrans US 395 Olancha-Cartago four lane project. The Olancha Bypass Corridor Study (OBCS) will include both 1) a portion of US 395 from the current intersection of SR 190 northward to just past Cartago that is proposed to be relinquished to the County and 2) the portion of US 395 from the current intersection with SR 190 south to the southern end of the bypass that will become part of SR 190. Work began on the study in 2018 that included the first public outreach meeting. This project continued through and was completed in 2019. The county has continued to research grants and various programs to implement the opportunities identified in the Study.

West-wide Energy Corridors

This project, approved in 2009, involves numerous federal agencies led by the BLM. Pursuant to a settlement agreement, the federal agencies are conducting reviews of the approved corridors. In 2016, a Corridor Study and regional reviews were released. The County provided input regarding the Region 1 Review and continues to monitor the program. In 2019, the Region 5 Review took place. The county provided numerous comments on Region 5 as it spans the length of Inyo County along the I-395 corridor. The Region 5 review continued into 2020 and the County participated in stakeholder meetings and providing comments. At the end of 2020 the Draft Report was released. The County prepared draft comments and sent them to the Agencies in early 2021. The County has continued to monitor and comment on the Plan throughout 2024 as it is currently being updated.

Haiwee Geothermal Leasing Area (HGLA)

A DEIS for the HGLA was submitted by the BLM for comments beginning in 2009 (Notice of Intent) through 2012 (DEIS). It evaluated five alternatives to address the potential environmental impacts of opening approximately 22,805-acres of BLM managed federal mineral estate for geothermal energy exploration and development and leasing and for three individual leasing proposals covering approximately 4,460-acres of federal mineral estate for geothermal energy testing and development. A supplement to the DEIS and proposed amendment to the CDCA Plan, was released in 2019. It was been prepared primarily to update both documents to be consistent with changes to landuse designations and resource management strategies based on the Desert

Renewable Energy Conservation Plan (DRECP). The total area under review (22,805-acres) and proposed leases (4,460-acres) are exactly the same as what was previously evaluated. The County reviewed the supplemental document with regard to comments it sent in 2009 and 2012 and sent additional comments in 2019. The County continued to monitor possible implementation of the DEIS in 2024.

Owens Valley and Haiwee Pump-back Storage Projects

During 2019, Premium Energy Holding LLC applied to the Federal Energy Regulatory Commission (FERC) for preliminary permits to study hydro-electric pump back storage projects for the North Owens Valley, and Haiwee dam areas. A preliminary permit is issued for up to four years. It does not authorize construction, but it maintains priority of an application for license while the applicant studies the site and prepares to apply for a license. The applicant is required to submit periodic reports on the status of its studies. The preliminary permit it is not necessary to apply for or receive a license. Many comments have been submitted regarding these applications. The Owens Valley proposal does not appear to be moving forward and Haiwee is. The County continued to monitor this proposal in 2020, 2021, 2022, 2023, 2024 and will continue to do so in 2025 and provide comments at each opportunity.

Mining

Pursuant to the Surface Mining and Land Reclamation Act (SMARA), the County continued its oversight activities to encourage production and conservation of mineral resources while minimizing associated environmental impacts. Staff has continued to amend County policy as the impacts of changes to SMARA that were approved by the California Legislature and Governor in 2016 are continuing to be implemented. Staff is responsible for the inspection and administration of reclamation policy for approximately 79 SMARA mines. Staff has noted a continuation from last year of a general increase in activity at many of the County's local surface mines during 2019. The increase in mining activities in 2019 and 2020 continued into 2021 through 2024. Also, during 2024, more of the mines that were behind in fee payments were brought into compliance.

Brownfields Grant

In 2011 Inyo County entered into a Memorandum of Understanding (MOU) with Nye, Esmeralda, Lincoln, and White Pine counties of Nevada for the Environmental Protection Agency Brownfields Coalition Assessment Grant to conduct environmental site assessments and area-wide planning in support of renewable energy, transmission, and economic development in the vicinity of identified Brownfields sites. A subsequent grant was obtained, and the Coalition was expanded to include Esmeralda County. In 2018 the Duckwater Shoshone Tribe joined the Coalition. The County continued to participate in the Coalition during 2018. A site that was reviewed under a Brownfield grant funded Phase I environmental assessment in 2016 and a Phase II environmental assessment in 2017 was able to be successfully developed into a Grocery Outlet store with plans for the remainder of the property to be developed into the Inyo County consolidated office building. Also in 2018, a revolving loan and fund grant, applied for in 2017, was awarded to the coalition. The coalition completed updates to its website and to the Area Wide Plan. The county continued to participate in the Brownfields program during 2024.

Yucca Mountain Repository Assessment Office

Funding for development of the Yucca Mountain Repository was terminated by the Obama Administration, consequently eliminating the funding to all Affected Units of Local Government.

Staff continues to monitor litigation and other activities. In 2016, the County reviewed and provided input regarding the Final Supplemental EIS for groundwater, which largely responded to the County's previous input. The County has continued through 2024 to support groundwater monitoring in its southeast area to provide data for the project and monitor the Yucca Mountain program. Staff also moved the Yucca Mountain office out of the Water Department modular and into the vacant building at the Independence maintenance yard that is shared with code enforcement.

Desert Renewable Energy Conservation Plan (DRECP)

The DRECP covers the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. The County has been participating in the project since the late 2000s, which was to have been a General Conservation Plan/Natural Communities Conservation Plan. In 2014, a phased approach was taken to the DRECP whereby the Bureau of Land Management's (BLM) Proposed Land Use Plan Amendment was separated out from the NCCP component. The Final EIS and Proposed Decision were released in late 2015, which the County protested. The County approved a Programmatic Agreement regarding cultural resources related to the Plan in early 2016, and reviewed BLM's recirculation of the Areas of Environmental Concern from the draft DRECP. The Record of Decision was issued later in 2016, which dismissed the County's protest and implemented the BLM's DRECP components. In early 2017 the BLM published a Segregation Notice for mineral entry on California Desert National Conservation Land. The County provided comments on this action and continues to monitor DRECP activities. In February 2018 a Presidential Executive Order was noticed in the Federal Register instructing the BLM to begin a scoping process for possible amendments to the DRECP. The notice specifically requested comments on how land designations identified in the DRECP might affect the ability to develop solar, wind or other renewable energy resources. The County evaluated and provided comments to the BLM regarding this request. The county continued to monitor DRECP activities through 2024 including a new landscape model, by the BLM that is focused on Tribal concerns.

Tribal Consultation Policy

In response to input from the Big Pine Tribe, the County developed a draft Tribal Consultation Policy to guide its consultation efforts under Senate Bill 18 (Burton, 2004) and Assembly Bill 52 (Gatto, 2014). The County shared the draft Policy with local Tribes and conducted multiple workshops in 2015 and 2016. The County approved the Policy in late 2016, and invited the Tribes to consult regarding development of Tribe-specific agreements. The County continues to work with the Tribes on establishing good communications and possible Tribal-specific agreements.

Coso Hay Ranch Water Export Project

The County approved a project in 2009 that pumps water from the Hay Ranch in the Rose Valley to the Coso Geothermal plants at China Lake Air Weapons Naval Station. The County continued to monitor pumping activities in 2024.

North Sierra Highway Corridor/Specific Plan

In 2015, Caltrans selected the County and the City of Bishop for a grant to prepare a Corridor Plan

for North Sierra Highway (generally between the Tri-County Fairgrounds and the Bishop Paiute Palace on the north side of Bishop) in 2015. The County, City of Bishop, and the Bishop Paiute Tribe worked with other interested parties in the Corridor to expand the scope of work to a Specific Plan, and the Eastern Sierra Transit Authority pledged to provide financial support to assist doing so. In 2016, the County and its partners selected a consultant to assist in the planning process and convened an Advisory Committee to assist with coordination between the many participating agencies. Preliminary outreach commenced, existing conditions were assessed, and a visioning was initiated. A Charrette was conducted to brainstorm ideas for the Plan, and a draft Plan is anticipated in 2017. The Corridor Plan was completed in 2017. The specific plan has not been completed and staff will continue to look for grants to fund its completion. During 2022 the plan was consulted with to help Cal Trans with the Meadow Farms ADA project as the project area is within the North Sierra Highway Plan area. The county continues to monitor and help Cal Trans implement the ADA project.

Zoning Code/General Plan Update

The County adopted a comprehensive General Plan update in 2001. One of the follow-up actions directed in the 2001 General Plan was to update the Zoning Code, which is a component of the Inyo County Code. Staff worked with Wildan in 2011 to prepare updated Zoning Code sections and incorporated the Planning Commission's and Board of Supervisors' input into a comprehensive Zoning Code update and prepared a related General Plan update. Staff received direction from the Board regarding several issues related to the update in 2014, including code enforcement, Digital 395, and special event permits. Environmental review is still waiting for a funding source.

Endangered Species Coordination

The County has been monitoring the US Fish and Wildlife Service's and the California Fish and Wildlife's endangered species listing work program. Most recently this included proposals for listing of the Western Joshua Tree, which also received special protections from state legislation and the Western Burrowing Owl that has recently been nominated for special protection.

Eastern Sierra Small Business Resource Center (SBRC)

The County of Inyo has officially launched the Small Business Resource Center in a beautiful community space centrally located in downtown Bishop. Over the last several years, the County has secured \$805,000 in local and federal dollars to build out the facility and develop a business plan. A Director was hired by Sierra Business Council in October 2024, and the grand opening of the facility was held December 10, 2024. On December 15, the County submitted a grant funding application to support the launch of high-quality programming and business development services, including:

- 2 Youth Entrepreneur Pitch Camps
- 60 hours per month of 1:1 Technical Assistance for small businesses and entrepreneurs
- 2 live workshops per month, aimed at small business or specific industries
- Capacity to develop a construction trades mentorship program
- Capacity to begin development of an Angel Investor Network
- The development of a financial sustainability plan.

Lone Pine Housing Efforts

The County of Inyo successfully purchased .5 acres of land in Lone Pine, California, for the purpose of incentivizing the development of housing. The land was declared surplus by the Inyo County Board of Supervisors in early 2023 and was listed as a surplus property as required by the state Surplus Lands Act. No affordable housing developer took possession of the property, so the County has procured a brokerage firm with a strong background in multi-family housing development proposals and they are in the process of marketing the property. The County continues to seek opportunities to leverage private land for the creation of new housing, while working with LADWP to identify opportunities for future land divestment.

Permanent Local Housing Allocation (PLHA)

Inyo County received an award of \$490,685 through the Permanent Local Housing Allocation. Inyo County has spent the past year negotiating contracts and drafting program guidelines to launch a low-interest loan program. Draft program guidelines were approved by HCD in summer 2024, but the County and Eastern Sierra Community Housing (formerly Mammoth Lakes Housing) continue to struggle to negotiate an agreement that allows for adequate oversight of the loan program while staying under the 5% indirect allowed under the PLHA program guidelines. Underfunding the administrative backbone for housing projects continues to be a primary barrier to Inyo County's participation in HCD funded programs.

Accessory Dwelling Unit (ADU) Prototypes Program

Inyo County hired Design Path Studios, an architectural firm from Encinitas, CA to develop 12 ADU and single-family home full design sets ranging in size from 306 square feet to 1500 square feet. These pre-approved architectural designs will reduce the cost of housing and ADU development and streamline the permitting process for homeowners that choose to use them. The 12 designs are available on Inyo County's website at:

<https://www.inyocounty.us/services/county-administrators-office/inyo-county-pre-approved-building-plan-sets>

There has been a lot of initial interest in these plans, however, there have not been any building permits applied for, to date, using these plans.

Silver Peaks

In Partnership with Visionary Home Builders and Mammoth Lakes Housing, Inyo County helped to develop and submit an application for HCD's MHP Super NOFA for approximately \$19 million to build a 72 unit affordable housing apartment complex in Bishop. The MHP application for our region was not funded for the third time. Visionary Home Builders is now looking at alternative financing options.

Comprehensive Economic Development Strategy CEDS

Inyo County, Mono County and Alpine County successfully completed the Eastern Sierra region's first ever Comprehensive Economic Development Strategy (CEDS) in October, 2023. The region's CEDS was submitted to and accepted by the Economic Development Administration (EDA) and will allow the region to become eligible for federal funding for economic development projects. The three CEDS counties and associated jurisdictions have continued to meet bi-weekly throughout 2024 in order to further regional economic development goals, and Inyo County

submitted a project appendix to the CEDS in August 2024.

Inyo County Visitor Website Updates

In 2023, Inyo County continued to build on the much-lauded and highly visited tourism-aimed website: www.inyocountyvisitor.com. This website provides information for visitors on the many quaint small towns throughout the County and generally showcases many of the County's superlatives and scenic wonders, including: Mt. Whitney, the highest peak in the contiguous United States; Badwater Basin in Death Valley National Park, the lowest point in the Western Hemisphere; the oldest living thing in the Ancient Bristlecone Pine Forest; and the unique geological formations of the Alabama Hills, which has been designated as a National Scenic Area. The site includes information on Leave No Trace principles, stunning video and photography from our snow-capped mountains to rippling sand dunes, and also serves double duty as the County's Film Commission online resource, providing information on permitting, popular filming locations, local rules and regulations, and contact information for local businesses and experts who can provide services to film crews.

Building a Strong Film Commission

In 2023, Inyo County renewed its contract with a new Film Commissioner, who has made great strides in making critical film industry contacts and working with local agencies, as well as the USFS, BLM, and Los Angeles Department of Water and Power, on a streamlined permitting process. The Film Commissioner is also busy building up the aforementioned Film Commission section of www.inyocountyvisitor.com, with the plan to move the content – which now includes photo libraries, a list of local businesses and professionals, permitting information, and even a feature to add yourself to a list of available “extras” in Inyo County – to its own domain. In addition to promoting and advertising Inyo County as a premier film destination, the Film Commissioner also represents Inyo County on the Film Liaisons in California Statewide (FLICS) board of directors. Inquiries from film, TV, and photography productions are growing in frequency as a result of these various efforts.

2024 Regional Transportation Improvement Program (RTIP)

This project involves the development and selection of transportation projects that are then programmed in specific amounts and program years for the next five-year funding cycle. The development of this program requires local and regional coordination and is based on State Transportation Improvement Program (STIP) funding. STIP funding has been on the decline statewide. The Inyo County STIP shares are modestly out of the negative this 2024 cycle (\$2.742 million) after many years due to Inyo County's long-term commitment to improve the safety along the Eastern Sierra corridor, along with its MOU partners, Kern COG, and Mono County. Inyo's 2024 RTIP was approved by the Inyo County Local Transportation Commission (ICLTC) in November 2023. This cycle, Kern COG agreed to repay a large portion of its RTIP funds to Inyo County, which were advanced by Inyo during the 2016 STIP cycle for Freeman Gulch Phase 1 in Kern County. The repayment of \$3.4 Million will pay for the Lone Pine Town Streets Rehabilitation Project. The 2024 RTIP provides a partial match to the Federal Lands Access Program grant (\$1.7 Million) to reconstruct State Line Road near Death Valley Junction. The statewide STIP (incorporating regions' RTIP's) was approved for final approval by the California Transportation Commission in March 2024.

State Line Road Rehabilitation Federal Lands Access Program (FLAP) Grant

This \$22 million dollar project was approved by the Federal Highway Administration on December 14, 2022. The project will rehabilitate and widen State Line Road from Death Valley Junction to the State Line. State Line Road will be widened to 28 feet with 12-foot-wide travel lanes and two 2-foot-wide paved shoulders. Signage, striping and safety-related features will be included. The County, in partnership with the Federal Highway Administration, will complete a review of this project under the California Environmental Quality Act and the National Environmental Policy Act. This roadway experiences heavy traffic volumes and is a popular route to Death Valley. The project will improve access to Death Valley National Park, Ash Meadows National Wildlife Refuge, and Bureau of Land Management Lands. The project adjoins another FLAP project on Bell Vista Road in Nevada, which is slated for construction in 2025. State Line Road construction funding is preliminarily programmed for fiscal year 2028.

Regional Transportation Plan (RTP)

This planning document involves the development and selection of transportation projects that are then eligible to be programmed in specific amounts and program years in the Regional Transportation Improvement Program. The RTP must be updated every four years. The ICLTC updated its RTP in November 2023. The RTP is intended to be a fiscally constrained planning document for a twenty-year period. The Inyo RTP is updated every four years. The development of this plan requires local and regional coordination. Any road construction and transportation infrastructure beyond basic repair and maintenance within the next four years should be included in this document.

Inyo County Active Transportation Plan

Inyo County, with a consultant, drafted an Active Transportation Program (ATP) Plan and held public outreach meetings. The 2015 ATP was released for public review and comment and then approved by the Inyo County Local Transportation Commission in April 2016. The 2015 ATP Plan includes:

1. Bicycle Element – an update of the 2009 Inyo County Collaborative Bikeways Plan;
2. Pedestrian Element – this describes existing facilities, examines past accident records, estimates the current number of pedestrians, lists and prioritizes potential projects, and identify funding sources;
3. Recreation Trails Element – this identifies areas where there are deficiencies in motorized and non-motorized recreational trails, lists and prioritizes potential projects, estimates the number of users for a given trail segment, and describes how the projects provide for the viewing of points of interest; and
4. Safe Routes to School Element – this section creates Safe Routes to Schools maps for all areas in Inyo County and updates the Safe Routes to School maps for schools inside the City of Bishop. The Inyo County LTC updated its Active Transportation Plan in February 2024. An Active Transportation Plan or its equivalent is a requirement to apply for ATP grant funds. In June 2024, the Inyo County LTC applied to the Cycle 7 ATP grant program to create a complete and safe 2.9-mile active transportation corridor between the communities of Tecopa and Tecopa Hot Springs. The application was successful and was awarded \$7.6 Million in grant funding. The project will construct a shared use path between the two communities, and sidewalks and bikes lanes within the communities' cores. The Tecopa area is classified as disadvantaged by income and is also located within a census tract with a Healthy Place Index score significantly below Inyo County.

Project completion anticipated in FY2028-2029.

Local Road Safety Plan (LRSP)

An LRSP provides a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local and rural roads. The process of developing an LRSP can be tailored to local protocols, needs, and issues. The Local Transportation Commission (LTC) prepared a LRSP in 2022 with the assistance of LSC Transportation Consultants, Inc. The Highway Safety Improvement Plan (HSIP) grants require a LRSP as a pre-condition. The 2022 LRSP identified several areas with higher-than-average crash rates in Inyo County, including Trona Wildrose in the Slate Range, Old Spanish Trail over Emigrant Pass, and East Line Street.

Highway Safety Improvement Plan (HSIP)

Highway Safety Improvement funds are awarded based on crash experience, crash potential, crash rate, or other data-supported means. In 2020, Inyo County Public Works received an HSIP grant to add fog-line and centerline striping at various locations throughout southern Inyo County. This striping work is complete. Public Works won another HSIP grant in 2021 to replace the Onion Valley Road guardrail. This work was completed in July 2024. complete. In 2023, the ICLTC won an HSIP grant to add flashing beacons, curve warnings, and a high surface friction treatment to Old Spanish Trail Highway, over Emigrant Pass. This area has a higher than usual crash rate. Anticipated construction in 2027. In September 2024, the Inyo LTC applied for the Cycle 12 HSIP grant program to address the safety concerns identified in the LRSP on Trone Wildrose Rd through the Slate Range.

Water Meter Replacement Grant

Inyo County Public Works Water Systems accepted a grant from the Eastern California Water Association. The project will replace existing meters with automatic electronic read meters and allow County staff to ensure that all service connections are metered. This effort will provide for the accurate measurement of individual water usage and ultimately a better understanding of the communities' gross water demands which will assist with water conservation strategies and mitigating overage charges from LADWP. Preparing RFP to get quotes from contractors for installation.

Water Line Replacement in Lone Pine

This project is aimed at replacing the existing water lines prior to repaving the Lone Pine town streets. Submitting grants to fund the project.

Storm Damage & Run-off Repairs / Whitney Portal Road Repair & Replacement

Hurricane Hilary and historic high snow pack levels in the Sierra led to excessive run-off events and resulted in significant road damage in 2023. Twenty-four roads were closed while others with significant damage remained open and passable. The most major damage was to approximately one mile of lower Whitney Portal Road. The damage was so extensive that the Federal Highways Central Lands Division has agreed to take over the re-design and re-construction project. The road was finished and re-opened January 2025.

Lone Pine ADA Sidewalk Project

This ADA retrofit project, funded by a Caltrans Active Transportation Program grant, will build,

repair or replace sidewalks connecting the downtown Lone Pine business district, Post Office and Senior Center to the elementary school, churches, low income housing complex and the hospital. This project is 100% complete.

Courthouse HVAC

This project is almost 100% complete. The goal is to add energy efficient heating and cooling to the historic Inyo County Courthouse and remove the window unit air conditioners.

New Animal Shelter Building

This project is 100% complete. The was to provide a new 1,600 sq. ft. animal shelter building as an addition to the existing complex.

Jail Administration Remodel

This project is 100% complete. The project's principal goal was to repair and replace portions of the jail facility that had been severely damaged by water intrusion.

Walker Creek Bridge

This project is federally funded by the Highway Bridge Program. The goal of this project is to replace the existing single lane bridge. This project is under contract.

Tecopa Campground Aeration System

This project is almost 100% complete. Installation is scheduled for the beginning of February 2025. The goal is to eliminate some of the strong odors that come from the sewer ponds in the summer.

Lone Pine Town Streets

This project is in design phase. Construction anticipated by 2029/2030. STIP funded and is a part of Kern County's RTIP.

Carrol Creek Bridge

This project is federally funded by the Highway Bridge Program. Design is done, waiting on DWP for Right of Way.

Inyo/Los Angeles Long Term Water Agreement

The Inyo/Los Angeles Long Term Water Agreement (Agreement) is settlement to CEQA litigation between the County and Los Angeles concerning the operation of Los Angeles's second aqueduct. The Agreement requires Los Angeles to manage surface water and groundwater so as to avoid any significant adverse impacts that cannot be acceptably mitigated and to provide a reliable supply of water for Inyo and Los Angeles. Activities conducted by the County and Los Angeles include annual planning of water management activities, implementation and monitoring of mitigation projects, monitoring of habitat and hydrologic conditions, and evaluation of current conditions relative to the Agreement's goals.

Specific activities undertaken in 2024 included continued monitoring of vegetation and hydrologic conditions, monitoring of mitigation projects, and a continuation of the implementation of an interim plan for management of Blackrock Waterfowl Management Area. In addition, the Water

Department responded to a number of proposals for new and replacement wells from Los Angeles Department of Water and Power. Under the Water Agreement, LADWP is allowed to replace wells and drill new wells provided conditions are favorable and they do not have an adverse effect on the environment. The Water Department has also begun discussing groundwater banking with LADWP. Lastly, the study of willow and cottonwood recruitment and establishment in riparian areas of the Owens Valley continued.

Mitigation Projects

The Water Department supports our communities by overseeing the progress of LADWP's environmental and mitigation projects in the Owens Valley. If mitigation goals are not being achieved, or projects are not being managed as stipulated, or simply not being implemented, the ICWD works with LADWP and MOU parties to either help implement or modify the project. The full list of these projects and their current status, as well as other useful information can be found on ICWD's mitigation webpage. Access the ICWD mitigation webpage here: www.inyowater.org/mitigation.

ICWD is participating in an ongoing process among the MOU parties to review and assess mitigation projects. The original intention of this effort was to develop Mitigation, Monitoring, and Reporting plans, as required by CEQA, for all the mitigation projects, as many of the projects have vague or ill-defined goals and monitoring. Moving forward, MOU parties want to see clearer planning for and reporting on the projects. The parties are continuing a process of meeting regularly to discuss projects.

The Water Department maintains an interactive online map of all mitigation projects. This map offers a comprehensive overview of all Owens Valley mitigation projects tied to the Long-Term Water Agreement, Stipulations and Orders, and subsequent initiatives. Users can explore the geographic distribution, view project site photos, and easily find specific projects through filters. Clicking on a project's center point provides detailed information, including origin, impact, status, and available water delivery details. Access the mitigation maps here: <https://experience.arcgis.com/experience/44b652a16c4b443b9b4a2e7dc3fcbb91/>

Lower Owens River Project (LORP)

The LORP is a compensatory mitigation project under the Long-Term Water Agreement with LADWP. The project was established to offset impacts that are difficult to quantify or mitigate directly. After 17 years, the LORP is partially meeting its goals, which are the establishment of a healthy, functioning Lower Owens River riverine-riparian ecosystem and the establishment of healthy functioning ecosystems in the other elements of the LORP for the benefit of biodiversity and threatened and endangered species, while providing for the continuation of sustainable uses including recreation, livestock grazing, agriculture, and other activities. To assess its progress, refer to the 2024 LORP Annual Report, which is found here: <https://www.ladwp.com/who-we-are/water-system/los-angeles-aqueduct/lower-owens-river-project>.

Much of the activity in 2024 on the LORP focused on understanding the impacts of the very large runoff events from 2023. Staff walked the length of the Lower Owens River to look for spread of invasive species and recruitment of native woody species. Water quality was measured monthly

to assess changes in temperature and dissolved oxygen. The Blackrock Waterfowl Management Area interim plan was continued in order to understand the effects of a seasonal (vs. year-round) flooding regime on vegetation and bird species. Finally, the study of tree recruitment along the Lower Owens was continued.

Owens River Water Trail (ORWT)

Owens River Water Trail would open up about 6 miles of river channel east of the community of Lone Pine for recreational canoeing, kayaking, and paddle boarding. The County has been awarded a grant from the California Natural Resources Agency to conduct the initial channel clearing in the river. Additional funding is being sought for design, engineering, and permitting. LADWP funded the development and production of the draft EIR, which was completed in May 2019. The CEQA document will be certified as soon as the terms for a long-term lease with LADWP are known. The lease will allow the development of water entry and exit points that are located on LADWP owned lands.

Sustainable Groundwater Management for the Owens Valley (SGMA)

The Sustainable Groundwater Management Act of 2014 (SGMA) requires that local Groundwater Sustainability Agencies (GSA) manage groundwater basins in California. The Owens Valley Groundwater Basin is managed by three GSAs: Owens Valley Groundwater Authority (OVGA), Mono County, and Tri-Valley Groundwater Management District. ICWD serves as staff to the OVGA and implements the Groundwater Sustainability Plan for the Inyo County portion of the basin. In addition to regular reporting, the Water Department conducts a well registration program and a review process for all new well permit applications in the Owens Valley. In addition, Water Department staff is acting in a project management capacity for a groundwater model project in the Tri-Valley portion of the basin.

Inyo-Mono Integrated Regional Water Management Program (IRWMP)

The mission of the Inyo Mono Regional Water Management Group (RWMG) is to “To research, identify, prioritize, and act on regional water issues, and related social and economic issues, so as to protect and enhance our environment and economy.” The ICWD participates in this collaborative body made up of public, private, and not-for-profit entities. To date, the Inyo-Mono IRWM Program has raised more than \$7.75 million to support water infrastructure and ecosystem stewardship projects, provide technical assistance and project development services to small water systems, and engage disadvantaged communities throughout the region. Most recently, the Inyo-Mono IRWM Program was awarded \$2.762 million through Proposition 1 for nine projects, five of which are in Inyo County. Inyo County Public Works will receive \$558,000 to replace water meters in Laws, Independence, and Lone Pine.

The long-term outlook for the Inyo-Mono IRWM Program is uncertain at this time. Proposition 4, which received approval from California voters in 2024, earmarks funding for IRWM.

III. General Plan Elements

The General Plan details the County’s guiding principles for a variety of planning topics and is the roadmap for future development. California Government Code Section 65300 et seq. provides direction and specifications for the content of the General Plan. The following seven elements are required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Housing

The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., HCD), although the State Geologist and CalFire provide some oversight of other aspects.

The Inyo County General Plan consists of the following Elements:

- Government
- Land Use
- Economic Development
- Housing
- Circulation
- Conservation/Open Space
- Public Safety

Subtopics are included in the elements to meet California's requirements. The following sections address implementation for each of the County's General Plan Elements.

Government Element

The Government Element includes the following goals (i) promoting consistency of other agencies' actions with General Plan (Goal Gov-1), (ii) encouraging collaborative planning and public participation (Goal Gov-2), (iii) increasing private land ownership (Goal Gov-3), (iv) guiding federal land actions and encouraging economic development (Goal Gov-4), (v) protecting and developing water resources (Goal Gov-5), (vi) preserving and expanding agriculture (Goal Gov-6), (vii) enhancing opportunities for recreation, including for off-road vehicles, hiking, and biking (Goal Gov-7), (viii) encouraging improved management of wildlife and fisheries (Goal Gov-8), (ix) promoting exploration, development, and reclamation of mineral resources (Goal Gov-9), (x) balancing energy development (Goal Gov-10), and (xi) enhancing transportation and preserving access (Goal Gov-11).

To achieve these goals, the County has continued dialogue with local, regional, State, and federal agencies on a variety of projects, as discussed elsewhere in this report, thereby continuing the previous coordination efforts with other agencies. The County constantly strives to ensure collaboration between national, California, and regional agencies as required by federal, State, and local regulations. The County works to make such agencies aware of County programs and policies and bring their actions into conformance with the General Plan. During 2024, the County worked state and federal land management agencies on regional planning efforts affecting Inyo County resources.

The County also involves citizens, Native American tribes, and public interest groups in the

planning process whenever feasible. Staff works to ensure that the public is made aware of all planning projects through mailings and notices in the newspaper to allow for their participation. Routine feedback and public input is requested, and the County's website is maintained to provide for current up-to-date information regarding planning issues.

Land Use Element

The Land Use Element guides County land use policy and insures that appropriate development takes place, with adequate provision of public services and utilities. Land use designations are specified, defined, and mapped in the Land Use Diagrams. The land use designations roughly correspond to the County's zoning districts. Public services and utilities are also addressed in the Land Use Element. Development in and around existing towns is encouraged, which is where most building permits are issued. Potential impacts from new development are assessed under CEQA. Additional conditions of approval and mitigation may be required if deemed necessary to provide for issues such as screening, habitat conservation, parking, and noise-reduction, or otherwise address issues per the General Plan's direction.

Economic Development Element

The Economic Development Element works to support long-term efforts to improve economic conditions for all County residents, and addresses tourism, natural resources, and retail sales. Towards these ends, the County has continued to promote access to public lands and limit any new restrictions being planned. Promotions regarding Inyo County in major population centers elsewhere in the State (including at the State fair) are carried out. Filming opportunities are exploited, and several dramatic locations were featured in film, television, and other venues in 2024. There are also several new economic development programs. These are outlined in the Other Plans and Projects section.

Housing Element

The Housing Element works to provide housing for all of the community and addresses the needs of specified populations. In 2022, the County completed its 6th Cycle Updated of the Housing Element, which was certified by HCD in August 2022. This had to be revised as 2 RHNA sites identified in the certified Element required zone changes that were not approved. Staff found replacement parcels and revised the Housing Element, which was then re-approved and re-certified. Preliminary data indicate that in 2024 sixteen new units were applied for, and that construction began on a significant number of these. Twelve units also obtained certificates of occupancy (completed).

The County continues to work with service providers to provide for the needs of lower- income households, the disabled, and other special needs populations, per the direction provided by the Housing Element. The County updated several sections of its zoning code based on the Housing Element update, which incorporates new State zoning requirements regarding housing. Staff is also beginning a residential infill program designed to review design standards and density requirements that may be inhibiting new housing development.

Circulation Element

The Circulation Element addresses a wide variety of topics, including roads, scenic highways, public transportation, bicycles and trails, railroads, aviation, canals, pipelines, and transmission

cables. These planning programs prioritize improvement to achieve implementation measures for roadway repaving and reconstruction projects.

As discussed previously, projects are reviewed to minimize impacts, provide for parking, reduce vehicle trips, and optimize transportation access. Continuing improvement in telecommunications infrastructure provides opportunities for telecommuting and economic development, and Digital 395 provides an excellent opportunity for telecommunications enhancements locally. The County continues to work with Caltrans regarding the Olancho-Cartago Four-Lane project and is seeking ways to implement the strategies identified in the corridor study prepared for the area proposed to be abandoned.

Viewshed issues along scenic highways are also addressed, as they may apply. The County continues to encourage the Forest Service and other federal agencies to address local concerns regarding appropriate motorized transport on federal lands and to otherwise maintain and improve access to help promote the County's tourist-based economy.

The County worked with the City of Bishop, Caltrans, and other local stakeholders to implement the Collaborative Bikeways Plan, which was adopted in 2008. This project implements the Circulation Element's bicycle goals, policies, and implementation measures. As discussed above, the Inyo 2016 ATP built upon and incorporated the policies and goals set forth in the 2008 bikeways plan. Continued coordination with LADWP, the Forest Service, and the BLM ensures appropriate trail maintenance and access to public lands.

Conservation/Open Space Element

The Conservation and Open Space Element works to provide for resource management, open space for recreation, and park development. Inyo County's Open Space Element includes sections on soils, agriculture, minerals and energy, water, biology, cultural (i.e., archaeology), visual, and recreation.

The County continues its programs to support agriculture and ranching. Mineral resource development is encouraged, and the County reviews projects to ensure compliance with SMARA and other regulations. As discussed above, the Planning Commission continues its work providing oversight for reclamation plans, and staff inspected about 80 mines in 2024. The County is working with State and federal agencies to encourage appropriate mineral production.

The Environmental Health Department provides oversight and permitting potable water and wastewater treatment systems in order to manage and improve water quality. Individual projects are reviewed to ensure that they do not adversely impact groundwater quality or quantity. Work on the LORP and other enhancement projects improve surface water quality through biological filtering. Water transfers are reviewed to minimize environmental and economic effects. Potential impacts on biological, cultural, and visual resources are analyzed for projects and programs through environmental review processes. Architectural Design review in Lone Pine is carried out to ensure compatibility. The County continues to work to improve its parks and provide access to federal lands.

Public Safety Element

The Public Safety Element works to reduce hazards regarding air quality, floods, avalanches, wildfires, geology and seismicity, and noise. The County continues to cooperate with DWP to reduce dust from Owens Lake, and evaluates air quality issues for major discretionary projects. Building permits and other development proposals are reviewed for flooding, fire, avalanche, and faulting hazards. The County adopted a Hazard Mitigation Plan in 2017 and it was approved by FEMA. In September 2018 the County's General Plan Public Safety Element was amended to add by reference the Hazard Mitigation Plan. Incorporating the MHMP into the General Plan is beneficial to the County as it adds identification of potential hazards, analysis, and mitigation language to the General Plan; and, it opens up more potential funding opportunities to the County in the event of a disaster. The Hazard Mitigation Plan and Safety Element are currently in the process of being updated and staff from several county departments are working on it. Once it is complete it will be incorporated into the General Plan.

IV. General Plan and Zoning Code Updates

The County comprehensively updated its General Plan on December 11, 2001. One of the follow-up actions was to update the County's Zoning Code per the direction provided in the General Plan. During the past several years staff has been working to update the Zoning Code based primarily on state changes to housing law.

V. Conclusion

The General Plan is the County's constitution and guiding vision. Due to the world's ever-changing nature, upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process.

The County provided leadership and participated in many planning activities in 2024, as identified in this report. It continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures.

Appendix A

Government Code Section 65400

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

- (1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.
- (2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments. The report may include the number of units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

- (b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

Appendix B

Jurisdiction	nyo County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	04/30/2021 - 04/30/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		16
Total Units		16

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	7	0
Mobile/Manufactured Home	0	0	0
Total	0	7	0

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	16	16

Housing Applications Summary	
Total Housing Applications Submitted:	16
Number of Proposed Units in All Applications Received:	16
Total Housing Units Approved:	16
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	16	16
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	42
Sites Rezoned to Accommodate the RHNA	0

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Inyo County - Unincorporated	
Reporting Year		2024	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1.1.1 Housing Rehabilitation Funding	Research available state funds on an annual basis as Notice of Funding Availability (NOFA) is released. The County has set a goal of the rehabilitation of 15-units between 2021-2029 (equals 3-units per year for 5-years).	2021-2029	Researching available funding - A program County funding for rehabilitation and ADU projects is also being explored.
1.2 Housing Rehabilitation Code Enforcement	The County shall advocate for the rehabilitation of substandard residential properties by homeowners and landlords.	2021-2029	Case by case, work with homeowners as issues come up
1.3.1 Energy Efficiency	The County will focus efforts to promote energy efficiency by supporting programs such as weatherization and utility assistance programs that alleviate energy costs for households. The County shall maintain its webpage dedicated to energy efficiency education and programs.	2021-2029	Researching available funding
1.3.2 Energy Efficiency Webpage	The County shall rebuild its dedicated webpage to housing resources including for energy efficiency and loan programs.	2024-2025	Staff is working on how to make this work in the County's new webpage design.
2.1.1 Adequate Sites	If monitoring indicates that development has occurred on any of the parcels identified in the site inventory, the County shall ensure there is existing adequate capacity or identify additional sites to compensate for the loss.	2021-2029	Monitoring will occur by 2029

2.1.2 Sites Inventory	The County shall maintain an up-to-date inventory of sites suitable for residential development and provide this information to residential developers and to the real estate community. This inventory will include DWP land release sites.	2021-2029	This list is currently available
2.1.3	Removed 2023 Revision	2021-2029	Removed 2023 Revision
2.1.4 Code Update units	The County shall complete an update to the Code to remove the requirement for multi-family housing over 15 units to require a conditional use permit to by right rezoning.	2021-2023	Completed 12/2022
2.1.5 Employee Housing Deifnition Update	The County shall update its Code definition of employee housing to remove the description of “five or more unrelated persons or families” eliminating the number based restriction in the definition, and making it compliant with current State regulations.	2021-2023	Completed 12/2022
2.1.6 Regional Housing Group	The County shall within the 2021-2029 Housing Element timeframe and beyond create a regional housing working group including but not limited to the City of Bishop, Local Tribes, and Inyo County to review and evaluate housing needs at a regional level and prepare policies and programs to address those needs and to ensure adequate housing throughout the region.	2021-2029	A regional housing group has been meeting regularly and an RFP has been advertised for a regional housing needs study.
2.1.7 Regional Transportation Needs	The regional housing working group along with its review and evaluation of housing needs at the regional level will also look at issues, policies and programs to address gaps in transportation that might be contributing to fair access to jobs and services in relation to housing opportunities.	2021-2029	This program is being developed.
3.1.1 Meet with Federal State and City land manangers RE divestment of properties	Annual meetings with DWP, BLM and other federal / state agencies Determination for alternate sites for Sites 1 and Sites 3 if LADWP is unwilling or unable to facilitate housing on sites by end of 2024.	2021-2024	Talks are on going with LADWP, new sites 1 nad 3 have been identified and approved. Included in the 2023 HE revision.

3.1.2 ADUs	The County shall continue to encourage ADU/JADU development.	2021-2025	Building plans for several sizes and over the garage ADUs as well as a small SFR, have been prepared for the County to give to property owners. These plans were completed in 2024 and made available to the public
3.1.3 Tiny Homes	Tiny Homes are currently not defined in the County code. They are allowed by right as the County does not regulate the minimum size of residential units. They are also allowed as ADU/JADUs. To make tiny home development more accessible the County shall update the zoning code to include a definition of Tiny Homes.	2021-2023	Completed 12/2022
3.1.4 Definitions	Based on new and still relevant existing State law, Low Barrier Navigation Centers, and Transitional and Supportive Housing will be added to the County code definitions. These along with Emergency Shelters and Single Occupancy Residences (SROs) will have language added and/or updated to accurately match requirements provided for by State law. This includes: Transitional housing, supportive housing and group homes are permitted in the same manner as other residential dwellings of the same type in the same zone. Low Barrier Navigation Centers and Emergency shelters cannot have parking requirements beyond spaces needed for employees and cannot be required if located within one-half-mile of a transit stop.	2021-2023	Completed 12/2022
3.1.4 Definitions/Standards housing types	The County will also add SROs as a permitted use in the Multi-family 3-units and above residential (R3) zone and design development standards with reduced parking requirements by the end of 2023. The County will propose no more than 0.5 parking spaces per SRO unit.	2021-2023	Completed 12/2022

3.1.5 Affordable Housing Opportunities	The County shall provide expanded affordable housing opportunities by partnering with local organizations and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households. As part of these partnerships, the County will obtain local data and knowledge from nearby jurisdiction on an annual basis, as outlined in Program 3.1.1. This will include a list of qualified entities, discussions on past successful projects, discussions on suitable development standards, and experiences with affordable housing developers.	2021-2029	This program is being developed.
3.1.6 Employer Assisted Housig	County will continue to explore Employer Assisted Housing Programs by forming a working group with major employers in the area to discuss how the County can assist in the development of employer-assisted housing in Inyo County.	2021-2029	This program is being be developed
3.1.7 Housing Specialist	The County will continue working on establishing a housing specialist position for the County. This person will help identify housing opportunities for income levels, be available to take fair housing complaints and help get people to the appropriate organization/agency for help.	2021-2029	This program is being be developed, currently Mammoth Lakes Housing fills the roll.
3.2.1 High Density Housing/Brochure	The County shall encourage higher density residential development in areas of population concentration by conducting outreach to developers and property owners to encourage higher density residential development. In addition, the County will explore funding options for appropriate housing as funds become available. A brochure will be completed and sent to property owners	2021-2029 Brochure 12/2024	In progress, brochure complete

3.2.2 Density Bonus	<p>The County shall encourage development of housing for low-income households through provision of density bonus incentives. The County shall prepare updates to the density bonus chapter (18.65) of the County code as required by the State and inform applicants of new opportunities for density increases.</p>	2021-2023	Completed by late spring 2024
3.2.3 Encourage Higher Density Housing	<p>Encourage high density residential development in specific Commercial Zones. The County will continue to explore ideas brought forth during its SB2 Vacant Lands grant work in allowing for outright permitting of multi-family units in the Central Business zone, as well as, explore opportunities for permitted by right mixed use and high density housing in other commercial zones. Areas along the County's small town main streets (highway 395) have vacant commercial parcels and empty buildings. Reevaluating these parcels for 'missing middle' housing opportunities, such as cottage apartments, 4-plexes and etc. could potentially do a lot to help the County meet its own housing goals. This work will also include a review of design requirements such as parking, setbacks, minimum lot size and height standards that could be improved to encourage more high density housing. The County will also seek out resources for the development of missing middle preapproved plans that require low cost renovations and may share indoor spaces and amenities to meet certain development standards.</p>	2021-2023	Changes to CB Zone completed 12/2022

3.2.3 Encourage Higher Density Housing	In addition to the updates outlined in Program 7.1.1 updating development standards such as minimum parcel size, the County will also allow multifamily and mixed use housing as a permitted use in the CB zone. This will allow the County to expand the number of candidate sites for housing, which is particularly useful in the event that the LADWP-owned sites (Sites 1 and 3) are not available for reasons outside of the County's control.	2021-2023	Changes to CB Zone completed 12/2022
3.2.4 Encourage Higher Density in established residential areas	Encourage higher density in established residential neighborhoods by evaluating current residential codes for design standards that might work to better encourage multi-family housing. This will include setback, minimum lot size, height and especially parking standards in the County's multi-family zones.	45870	In progress, should be completed by 12/25.
3.4.1 Mobile Home Parks	The County shall provide technical assistance to mobile home park residents who want to purchase their mobile home park. To accomplish this, the County will advertise the program to mobile home park residents, including conducting meetings with tenants as requested.	2021-2029	Not yet started
3.4.2 Mobile Home Overlay	The County will remove its Mobile Home overlay as it is not used and is non-compliant. Language clarifying that mobile/manufactured homes on a foundation are to be processed the same as the process applicable to a conventional single dwelling unit in the same zone.	2021-2029	Completed 12/2022
3.5.1 Financial Assistance	The County will support the efforts of local housing service providers to assist low-income households with utility bills by providing assistance to a minimum of 150-households annually through the LIHEAP (Low-income Energy Assistance Program).	2021-2029	Ongoing program

3.5.2 Section 8 Housing	The County shall encourage rental subsidies for lower-income families and elderly persons. The County shall encourage listing of rental units with local housing service providers.	2021-2029	Ongoing program
3.5.3 Continued Affordability	The County shall provide for the continued affordability of the County's low and moderate-income housing stock. Although not anticipated, if any deed-restricted affordable units currently serving County residents are at risk of converting to market rates, the County will facilitate a preservation program with the owner and/or operator of the project at risk. The goal will be to identify additional funds to either continue the affordability of the at-risk project or to replace those units once they are no longer affordable to lower-income households.	2021-2029	Ongoing program
4.1.1 Self Help	The County will continue to make efforts to coordinate with established self-help housing groups to solicit interest in developing projects in the county to facilitate self-help housing as a form of homeownership for lower-income households.	2021-2029	Ongoing program
4.2.1 Federal Grants	The County will consider, as appropriate, applying for state and federal grant funds to provide homeownership opportunities that may include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs.	2021-2029 with goal of completeing at least one project	Researching availbale funding
5.1.1 Compliance with new State Regulations	The County shall update its zoning code to properly address new State laws regarding Density Bonus, Low Barrier Navigation Centers, Emergency Shelters and Transitional and Supportive Housing, pursuant to AB 2162.	2021-2023	Completed 12/2022

5.2.1 Expedite Permits	The County routinely works with homeowners to expedite their permits and provide flexibility in submittal requirements for owners developing their own homes. The County will also annually review its permit and development plan processing timelines and look for ways to expedite or simultaneously conduct development reviews to ensure timely processing.	2021-2029	Ongoing program
5.2.2 Expedite Affordable Projects	The County shall evaluate and consider alternative processes to help expedite and encourage affordable housing projects, such as administrative approvals of use permits projects and modifications to the design standards in the zoning code regarding setbacks, lot sizes, parking and height standards.	2024-2026	In progress, should be completed by 12/25.
5.3.1 Infrastructure in remote areas	For sites in remote areas, the County shall explore ways to help to facilitate the provision of infrastructure to accommodate residential development by researching opportunities for providing the necessary infrastructure in remote locations for residential development. Strategies to increase densities in these locations will also include development standards where it is feasible with regard to infrastructure, especially with regard to water and sewer.	2021-2029	Not yet started

5.3.2 County Property	<p>The County currently owns 66-parcels of land in the County. Of the 66-parcels, 32 are located in the Owens Valley. The rest are in the more remote areas of the County with limited to no infrastructure or services. All but 3 of the Owens Valley parcels are currently built on for various County offices, roads yards, libraries, parks -etc. The 3 vacant parcels are located in Bishop and Big Pine. The Bishop parcel is currently in the process of a zone change and is included in the RHNA site inventory - Site 2. This zone change will be completed by April 2023. The two parcels in Big Pine are environmentally constrained with special status species and a wetland. This parcel will, however, be further evaluated for housing development viability. The County also has several road yards and an airport on some of its properties in the Owens Valley. Two of the road yard parcels are currently undergoing zone and General Plan reclassifications to multi-family residential to encourage high density housing development. These parcels are located in Lone Pine. The County will complete the two zone change and reclassifications by December 2024.</p>	2021-2029	Site 2 was ultimately not rezoned, new parcels were identified and approved to replace it in the Update Housing Element.
6.1.1 Support Housing Services	<p>The County shall take positive action to assure unrestricted access to housing. The County will continue to support local housing service providers to provide fair housing services and assist in program outreach.</p>	2021-2029	Ongoing program
6.2.1 Reasonable Accommodation	<p>The County will continue efforts to mitigate or remove constraints on housing for persons with disabilities and will update its code to accurately follow new State regulations.</p>	2022	Completed 12/2022 - Reasonable Accommodation

7.1.1 AFFH	ADU Promotional Brochure within one year of certification. Remove minimum lot width, minimum lot size, minimum parcel size and maximum densities for all residential zones, except Rural Residential due to infrastructure concerns, and revise front yard / rear yard setbacks to facilitate higher density development as well as develop ordinance for SB9 compliance by the end of 2023.	2024	Completed 2024.
7.2.1 Senior Housing	The County will continue working with the housing stakeholder group established during the housing element update to further define housing issues in the county and specifically senior housing. This work will include identifying and applying for grants to provide affordable housing located near services. A focus will be placed on Census Tracts 5 and 8 as these include the areas in the County with the highest percentages of households with a householder 65-years and older. The housing stakeholder group will target new members from these Census Tracts and meet every six months. The group will discuss strategies to support multigenerational households and designing development standards that support aging in place. Intensifying existing single unit homes with ADUs, JADUs, can be an important way to fund housing costs, including mortgages and rehabilitation projects for senior households. The group will evaluate shared housing strategies and look to design / adopt template agreements that can help facilitate cost-sharing arrangements for a variety of households by the end of 2023.	2021-2029	Not yet started



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-85

Public Hearing and Adoption of Proposed Ordinance Amending Chapter 18.65 of the Inyo County Code Pertaining to Density Bonus Overlays.

Planning Department
ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Visuano, Senior Planner

ITEM PRESENTED BY

Danielle Visuano, Senior Planner

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 18.65 pertaining to DB Districts - Density Bonus Overlay;"
- B) Find the adoption of the ordinance is not considered a project under the California Environmental Quality Act pursuant to Government Code section 15061(b)(3); and
- C) Adopt proposed Ordinance 1316 and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

SUMMARY

Inyo County's Density Bonus Overlay (DB Zone), Chapter 18.65, was last updated in March 2007. Since this last update the State of California has enacted significant changes to the State Density Bonus Law. The State's Density Bonus Law (SDBL) allows developers to build residential projects at greater densities than allowed under the County's General Plan land use designations if the projects include specific types of housing. Since Inyo County's DB Zone does not currently reflect the changes made to the SDBL, Planning Department staff has drafted an ordinance that will update the provisions of the County's DB Zone to reflect existing and future SDBL.

BACKGROUND

The SDBL, Government Code Section 65915, et. seq., allows developers to increase affordable housing above the allowable limits of the County's General Plan or Zoning Ordinance. It offers advantages by providing up to a 50% density increase on qualifying housing and a potential 80% bonus for 100% affordable housing. It includes incentives/concessions and waivers in development standards in exchange for providing on-site affordable housing.

The SDBL was originally enacted in 1979. The County's DB Zone was originally adopted in 2004 and last updated in March 2007.

The County is required to adopt and implement a density bonus ordinance under Government Code Section 65915, et., seq. The County is also required to update the current 2007 DB Zone pursuant to the

Housing and Community Development approved Inyo County 6th Cycle Housing Element. The proposed ordinance is to bring the County's DB Zone into compliance with the SDBL and the approved 6th Cycle Housing Element.

STAFF ANALYSIS

Since the 2007 update of the County's DB Zone the State has made several changes. In staff's research there have been several bills approved since 2007 that have directed and indirect changes. These changes include, but are not limited to:

- Increase in the applicable housing that could fall under the SDBL (low income student housing, transitional foster youth, disabled veterans and homeless)
- Increases in available density bonus to 50% and a possibility for 80%
- Reduced parking ratios with the possibility of this ratio being zero
- The reduction in incentive/concession requirements
- Increased options for acquiring concessions
- Increased requirements for the units that are for sale

In review of the current DB Zone it has been determined that there are significant required provisions missing from the DB Zone and there is no incorporation by reference of the SDBL to address these missing provisions. These nonexistent, but required provisions, are briefly detailed as follows:

- Housing for transitional foster youth, disabled veterans, homeless and students with low income
- For the donation of land, permits and approvals, other than building permits, need to be received no later than the approval of the final map, parcel map or residential development application
- The operation period of a child care facility
- Parking ratio requirements are not required near a major transit stop
- Concession/Incentives for housing for students, within a major transit stop, and for sale units

In staff's review of the current DB zone ordinance, it has also been determined the DB Zone directly conflicts with the SDBL in the following manners:

- Density Bonus
 1. For developments providing very low income the State Law maximum is 50% and the DB Zone maximum is only 35%
 2. For developments providing low income the State Law maximum is 50% and the DB Zone maximum is only 35%
 3. For developments providing moderate income the State Law maximum is 50% and the DB Zone lists for only 35%
- Density Bonus Concessions – Generally
 1. State Law provides two concessions for housing developments that include at least 17% for lower income households and the DB Zone requires it at a higher percentage of 20%.
 2. State Law provides three concessions for housing developments that include at least 24% for lower income households and the DB Zone requires it at a higher percentage of 30%.

Additionally, the DB Zone provides some definitions that are expressly defined as opposed to the SDBL which uses references to other state code sections for some definitions. The SDBL's referenced state code definitions may at times be updated or amended and with the DB Zone's express definitions with no reference to other relevant code sections there could be potential of the DB Zone conflicting with the SDBL.

Further, there is an assumption the SDBL will likely be modified in the future by the State Legislature.

Given all the above discussions, staff is proposing to adopt the SDBL by reference to avoid current and future conflicts and missing information. Staff is also recommending, as required by the SDBL, the proposed ordinance also contain the process for application and associated application review timeline. If in the future any of the proposed ordinance conflicts with the SDBL the SDBL will supersede by reference.

ENVIRONMENTAL REVIEW

Pursuant to Government Code section 15061(b)(3) that states CEQA applies only to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This project is a proposal to amend parts of the County Code to comply with current State Density Bonus Law, the requirements set forth by the California Department of Housing and Community Development approved County's 6th cycle Housing Element Update, and does not add residential densities or uses that have not previously been evaluated under CEQA or are currently not allowed by the zoning code.

PLANNING COMMISSION

The Planning Commission reviewed staff's draft ordinance provided and conducted a public hearing on January 22, 2025 and adopted a Resolution (attached) by a 5-0 vote to recommend that the Board of Supervisors approve the Ordinance. No substantive issues were brought forward during the hearing.

GENERAL PLAN CONSISTENCY

The proposed amendment to the DB Zone, Chapter 18.65, is consistent with the goals and policies of the Inyo County General Plan, which encourages the provision of affordable housing within the County. The specific General Plan goals and policies addressing the County's commitment to making affordable housing available to County residents are as follows;

- Goal 3.0: Encourage the adequate provision of housing by location, type of unit and price to meet the existing and future needs of Inyo County residents.
- Policy 3.2 – High Density Housing: The County shall encourage the development of higher density residential development within close proximity to services, jobs, transit, recreation, and neighborhood shopping areas.
- Goal 5.0: Remove governmental constraints on housing development.
- Policy 5.1 – Compliance with new State Regulations: Program 5.1.1 – The County shall update its zoning code to properly address new State laws regarding Density Bonus ... pursuant to AB 2162.
- Policy 5.2: Expedite Permit Processing and Project Review: The County shall continue to expedite project review and facilitate timely building permit and development plan processing for residential developments, especially those with an affordable housing component or density bonus proposal.

ZONING ORDINANCE CONSISTENCY

ZTA 2025-01 is being proposed to implement and bring the Inyo County Code into compliance with the State's Density Bonus Law.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the requested action or return to staff with direction.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Improve Housing Opportunities

APPROVALS:

Danielle Visuano	Created/Initiated - 2/12/2025
Darcy Israel	Approved - 2/13/2025
Danielle Visuano	Approved - 2/13/2025
Christian Milovich	Approved - 2/25/2025
John Vallejo	Approved - 2/25/2025
Cathreen Richards	Approved - 2/25/2025
Nate Greenberg	Final Approval - 3/1/2025

ATTACHMENTS:

1. Resolution 2025-01
2. Proposed Ordinance

RESOLUTION NO. 2025-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED AMENDMENT EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, MAKE CERTAIN FINDINGS WITH RESPECT TO, AND APPROVE ZONE TEXT AMENDMENT NO. 2025-01 INYO COUNTY

WHEREAS, Sections 65915 et seq. of the California Government Code, known as the State Density Bonus Law, require a county to provide density bonus and other incentives to a developer who proposes a housing development containing affordable, and other types of housing, within the county's jurisdictional boundaries; and

WHEREAS, California Government Code Section 65915(a) requires all jurisdictions within the state to adopt an ordinance that specifies how compliance with State Density Bonus Law will be implemented; and

WHEREAS, Chapter 18.65 of the Inyo County Code contains the County's Density Bonus Overlay regulations; and

WHEREAS, since the County's adoption of Chapter 18.65 in 2004 and its last amendment in March 2007, the State Legislature has passed, and the Governor has signed into law, numerous changes to State Density Bonus Law; and

WHEREAS, the Inyo County 2021-2029 6th Cycle Housing Element, was adopted on September 26, 2023 and subsequently approved by the California Department of Housing and Community Development on October 30, 2023 requires an update to the County's Density Bonus Overlay; and

WHEREAS, the proposed amendment to Chapter 18.65 will serve to better implement the goals and policies of the Housing Element of the Inyo County General Plan, which includes: Goal 3.0; Policy 3.2; Goal 5.0; Policy 5.1; and Policy 5.2; and as the Housing Element may be updated from time to time; and

WHEREAS, the Inyo County Planning Commission held a public hearing on January 22, 2025, to review and consider the request for approval of Zone Text Amendment (ZTA) No. 2025-01, which amends Chapter 18.65 of the Inyo County Code, and considered the staff report for the amendment and all oral and written comments regarding the proposal; and

WHEREAS, the proposed amendment is consistent with the goals and policies of the County's General Plan and Zoning Code.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all the written and oral comment and input received during the January 22, 2025, 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 amendment:

1. The proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This project is a proposal to amend parts of the County Code to comply with current State housing laws, the requirements set forth by the California Department of Housing and Community Development, per the County's 6th cycle Housing Element Update, and does not add residential densities or uses that have not previously been evaluated under CEQA or are currently not allowed by the zoning code.
2. The proposed amendment is consistent with the state-mandated program established under Government Code 65915 et seq.
3. 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.
4. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

1. Approve the Ordinance amending Chapter 18.65 to the Inyo County Code related to the Density Bonus Overlay District consistent with the requirements of State law and based on all the information in the public record and on the recommendations of the Planning Commission.
2. Certify that ZTA 2025-01, is not a project under CEQA pursuant to Section 21000 of the Public Resources Code and is further Exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines.

PASSED AND ADOPTED this 22nd day of January 2025, by the following vote of the Inyo County Planning Commission:

AYES: 5
NOES: 0
ABSTAIN:
ABSENT:



Chairperson
Inyo County Planning Commission

ATTEST: 
Cathreen Richards, Planning Director

By 
Sally Faircloth, Secretary of the Commission

ORDINANCE NO.

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, AMENDING INYO COUNTY CODE CHAPTER 18.65
PERTAINING TO DB DISTRICTS – DENSITY BONUS OVERLAY**

WHEREAS, Sections 65915 et seq. of the California Government Code, known as the State Density Bonus Law, require a county to provide density bonus and other incentives to a developer who proposes a housing development containing affordable, and other types of housing, within the county’s jurisdictional boundaries; and

WHEREAS, California Government Code Section 65915(a) requires all jurisdictions within the state to adopt an ordinance that specifies how compliance with State Density Bonus Law will be implemented; and

WHEREAS, Chapter 18.65 of the Inyo County Code contains the County’s Density Bonus Overlay regulations; and

WHEREAS, since the County’s adoption of Chapter 18.65 in 2004 and its last amendment in March 2007, the State Legislature has passed, and the Governor has signed into law, numerous changes to the State Density Bonus Law; and

WHEREAS, the Inyo County 2021-2029 6th Cycle Housing Element, was adopted on September 26, 2023 and subsequently approved by the California Department of Housing and Community Development on October 30, 2023 requires an update to the County’s Density Bonus Overlay; and

WHEREAS, the proposed amendment to Chapter 18.65 will serve to better implement the goals and policies of the Housing Element of the Inyo County General Plan, which includes: Goal 3.0; Policy 3.2; Goal 5.0; Policy 5.1; and Policy 5.2; and as the Housing Element may be updated from time to time; and

WHEREAS, on January 22, 2025, the Inyo County Planning Commission held a public hearing to adopt a Resolution recommending that the Board adopt an Ordinance to update the County’s Density Bonus Law requirements.

NOW, THEREFORE, the Board of Supervisors, County of Inyo, ordains as follows:

SECTION I. The recitals above are incorporated herein as findings.

SECTION II. Chapter 18.65.010 of the Inyo County Code is hereby amended in its entirety to read as follows:

“18.65.010 Intent and purpose.

The purpose of this Chapter is to provide for density bonuses and incentives to developers who comply with California Government Code Sections 65915 through 65918 (State Density Bonus

Law) and as may be amended from time to time. In enacting this Chapter, it is also the intent of the County to implement the goals, objectives, and policies of the County's Housing Element and General Plan."

SECTION III. Chapter 18.65.020 of the Inyo County Code is hereby amended in its entirety to read as follows:

"18.65.020 Adoption of the State Bonus Density Law.

The State Bonus Density Law adopted by the State of California and as set forth in Government Code Sections 65915 through 65978, and as may be amended from time to time, is hereby adopted and incorporated into this Title by reference as though it were fully set forth herein. In addition to those requirements set forth in the State Bonus Density Law, an applicant must meet the requirements of this Chapter."

SECTION IV. Chapter 18.65.030 of the Inyo County Code is hereby amended in its entirety to read as follows:

"18.65030 Definitions.

Unless otherwise specified in this Chapter, the definitions found in State Density Bonus Law shall apply to the terms contained herein."

SECTION V. Chapter 18.65.040 of the Inyo County Code is hereby amended to read in its entirety as follows:

"18.65.040 Applicability.

This Section shall apply to any housing development as defined in California Government Code Section 65915(i). In the event the density allowed under the zoning district is inconsistent with the density allowed under the County's General Plan Land Use Designation, the General Plan shall prevail."

SECTION VI. Chapter 18.65.050 of the Inyo County Code is hereby amended in its entirety to read as follows:

"18.65.050 State Density Bonus and Incentives.

A developer of a housing development in the County may be permitted a density bonus and incentives in accordance with the provisions of California Government Code Sections 65915 through 65918 (State Density Bonus Law) applicable at the time of application submission."

SECTION VII. Chapter 18.65.060 of the Inyo County Code is hereby amended in its entirety to read as follows:

"18.65.060 Application Requirements and Review.

A. The following two applications are required for any housing development project proposed within the County that is also seeking a density bonus or other incentive:

1. A Planning Department Permit Application
2. A Bonus Density Review Application.

B. Bonus Density Review Application.

The Bonus Density Review Application is for any applicant seeking a state density bonus, incentive or concession, waiver or modification of a development standard, or a revised parking standard, or any other provision provided by the State Density Bonus Law. This application shall be submitted with the first application for approval of a housing development and shall be processed concurrently with all other applications required for the housing development. The application shall be submitted on a form prescribed by the County and shall include all the following information and documentation:

1. A site plan showing the total number and location of all proposed housing units and the number and location of proposed housing units which qualify the housing development for density bonus housing units.
2. Summary table showing the maximum number of dwelling units permitted by the zoning and general plan excluding any density bonus units, proposed affordable units by income level, proposed bonus percentage, number of density bonus units proposed, total number of dwelling units proposed on the site, and resulting density in units per acre.
3. A description of all dwelling units existing on the site in the five-year period preceding the date of submittal of the application and identification of any units rented in the same five-year period; subject to any form of rent control through a public entity's valid exercise of its police power; or subject to a recorded deed or covenant ordinance, or law restricting rents to levels affordable households of lower or very low income.
4. If dwelling units on the site are currently rented, income and household size of all residents of currently occupied units, if known. If any dwelling units on the site were rented in the five-year period preceding the date of submittal of the application but are not currently rented, the income and household size of residents occupying the

dwelling units when the site contained the maximum number of dwelling units, if known.

5. A description of any requested incentives and concessions, waivers or modification of development standards, or modified parking standards. Except where mixed-use zoning is proposed as an incentive, reasonable documentation to show that any requested incentive or concession will result in identifiable and actual cost reductions to provide for affordable housing costs or rents. Reasonable documentation that each of the development standards for which a waiver is requested will have the effect of physically precluding the construction of a development at the densities or with the concessions or incentives permitted by Government Code Section 65915.
6. If a density bonus is requested for a land donation, the application shall show the location of the land to be dedicated and provide evidence that each of the conditions of Government Code Section 65915 (g)(2)(A through H) are met.
7. If a density bonus or incentive or concession is requested for a child care facility pursuant to Government Code Section 65915 (h), the application shall show the location and square footage of the child care facility and provide evidence that the community in which the facility is proposed to be developed, lacks adequate child care facilities.

C. Review and Consideration. A Bonus Density Review Application shall be considered and acted upon by the Planning Department. The Planning Department shall review a complete application within 30 days of the submission of the complete application.”

SECTION VIII. Chapter 18.65.070 of the Inyo County Code is hereby amended in its entirety to read as follows:

“18.65.070 Density Bonus Housing Deed Restriction.

- A. Housing development projects receiving a density bonus, concession, incentive, or waiver pursuant to this Chapter shall execute and record a deed restriction with the County which sets forth the required conditions and guidelines.
- B. The terms of the deed restriction shall be subject to the requirements established by the County at the time of project approval.
- C. The deed restriction shall be entered into prior to final or parcel map approval, or, where a map is not being processed, prior to the issuance of the building permits for the housing development project.

D. The Density Bonus Housing Deed Restrictions shall remain in effect for the entire term of affordability of the housing units created pursuant to this Chapter, or as required by State Law, whichever is greater.”

SECTION IX. Chapter 18.65.080 of the Inyo County Code is removed in its entirety.

SECTION X. Chapter 18.65.090 of the Inyo County Code is removed in its entirety.

SECTION XI. Chapter 18.65.100 of the Inyo County Code is removed in its entirety.

SECTION XII. Chapter 18.65.110 of the Inyo County Code is removed in its entirety.

SECTION XIII. Chapter 18.65.120 of the Inyo County Code is removed in its entirety.

SECTION XIV. Chapter 18.65.130 of the Inyo County Code is removed in its entirety.

SECTION XV. Chapter 18.65.140 of the Inyo County Code is removed in its entirety.

SECTION XVI. Chapter 18.65.150 of the Inyo County Code is removed in its entirety.

SECTION XVII. Chapter 18.65.160 of the Inyo County Code is removed in its entirety.

SECTION XVIII. Amending Inyo County Code Chapter 18.65 is exempt from the requirements of the California Environmental Quality Act pursuant to General Rule 15061(b)(3) the “common sense” exemption because there is no possibility that the revision of the County’s Density Bonus Overlay regulations to match state law will have a significant effect on the environment.

SECTION XIX: 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 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 same.

PASSED AND ADOPTED THIS __ DAY OF _____, 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

Inyo County Board of Supervisors

ATTEST:

By: _____



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-115

Review Legislation Passed in 2024 for Clerk-Recorder & Elections Department

Clerk-Recorder

NO ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

This item is presented for informational purposes only. There is no recommended action.

BACKGROUND / SUMMARY / JUSTIFICATION:

With the close of 2024, it is time to review the many Assembly and Senate Bills that passed last year that affect either Clerk-Recorder or Elections functions. The attached list of bills that have passed that affect our department.

Efforts to track new laws pertaining to our department rely on involvement with statewide associations -- Clerk Recorder Association of California (CRAC), and California Association of Clerks and Elections Officers (CACEO) -- and attending their regular Legislative Committee meetings, annual conferences, and annual New Law workshops.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Danielle Sexton

Darcy Israel

Danielle Sexton

Keri Oney

Created/Initiated - 2/20/2025

Approved - 2/20/2025

Approved - 2/20/2025

Approved - 2/20/2025

John Vallejo
Amy Shepherd
Nate Greenberg

Approved - 2/24/2025
Approved - 2/24/2025
Final Approval - 3/1/2025

ATTACHMENTS:

1. 2024 Legislative Changes
2. Voter ID Laws and Local Elections Security Efforts
3. What to Know About Remote Online Notaries and Papering Out Electronic Documents

Legislation Bills Review - New and Amended Laws in 2024

The following Bills have been Chaptered into law by the Secretary of State in 2024. The summary language provided below is incomplete and not a full representation of each Bill. This document has been created for internal review

Bill	Subject	Partial Summary. Refer to the Bill language for complete information.	Applies to:
AB-1170	Political Reform Act of 1974: filing requirements.	Amends GC 81009 and 87500.3, and replaces and adds 87500. This has minimal impact. Among other changes, it provides options for keeping FPPC filings in digital format.	Elections - FPPC
AB-2001	Political Reform Act of 1974.	Amends GC sections in Title 9-Political Reform and repeals GC 82052.5 to change committee ad disclosure requirements, and Election Offices' online posting of forms requirements, and increases the duties of local officials receiving filings under the Political Reform Act of 1974	Elections - FPPC
AB-2041	Political Reform Act of 1974: campaign funds: security expenses.	Amends GC 89519, and repeals & adds GC 89517.5 allows for specific electronic security system to be paid by campaign funds provided that a threat or potential threat to safety arises. The threat or potential threat that necessitating the expenditure of campaign funds for security purposes must be included in the FPPC campaign statement filing and provide documentation directly to the Fair Political Practices Commission, and that all equipment is returned to the committee that paid for the item(s).	Elections - FPPC
AB-2355	Political Reform Act of 1974: political advertisements: artificial intelligence.	This bill expands the requirements for political advertisement to include a specified disclosure that the advertisement was generated or substantially altered using artificial intelligence, when it qualifies as such. It also adds specifications of disclosure placement & style.	Elections - FPPC
AB-2803	Political Reform Act of 1974: Campaign expenditures: criminal convictions: fees and costs.	Amends GC Sections 89513 and 89514 to further the restrictions of allowable expenditures of campaign contributions. Existing law prohibits the use of campaign funds to pay or reimburse fines, penalties, judgments, or settlements, except as specified. This further prohibits campaign funds from being used to reimburse expenditures for attorney's fees and other costs in connection with criminal litigation if the litigation results in a conviction of the candidate or elected officer for a felony involving certain types of offenses, as specified.	Elections - FPPC
SB-948	Political Reform Act of 1974: contribution limitations.	Amends GC Sections 85317 and 85318 to clarify that a candidate who does not file a declaration of candidacy to qualify for a primary election or special primary election is not subject to these requirements to refund the general election or special general election contributions, and that such a candidate may transfer these funds to a committee for the same or a different office as specified. This bill further permits a candidate who receives a majority of the votes cast for an office at a primary election, such that the candidate is elected to the office without advancing to the general election, to carry over funds raised for the primary election to a committee for any subsequent election to the same office without attributing funds to specific contributors. The bill would also specify that, in that same scenario, a candidate who raises funds for the general election may transfer those funds to a committee for any subsequent election, but that the candidate must attribute those funds to specific contributors pursuant to the requirements of existing law.	Elections - FPPC
SB-1027	Political Reform Act of 1974: disclosures.	Current law under The Political Reform Act of 1974 requires a committee that receive contributions totaling \$2,000 or more in a calendar year to file a statement of organization with the Secretary of State and, if applicable, a local filing officer. This bill authorizes the redaction of the bank account number on a copy of the statement provided to the local filing officer, and before any copy is provided to the public.	Elections - FPPC
SB-1181	Political Reform Act of 1974: Campaign contributions: agency officers.	Current law under The Political Reform Act of 1974 prohibits certain contributions of more than \$250 to an officer of an agency by any party, participant, or party or participant's agent in a proceeding while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for 12 months following the date a final decision is rendered in the proceeding, as specified. This bill exempts a city attorney or county counsel providing legal advice to the agency who does not have the authority to make a final decision in the proceeding from the definition of "officer" for purposes of these provisions.	Elections - FPPC
AB-453	District-based elections.	Amends EC 10010 to add meeting requirements for political subdivisions to have a public hearing if it wants to change from an at-large method of election to a district-based election (or visa versa).	Elections - elections office
AB-1784	Primary elections: candidate withdrawals.	Amends California Elections Codes, and adds 8020.5 pertaining to Nominations to permit a candidate for any office other than a statewide office at a primary election to withdraw their nomination documents during the applicable filing period.	Elections - Candidates
AB-2127	Voter registration: California New Motor Voter Program.	Current law established in 2015 created a "California Motor Program" between the SOS and DMV. Pursuant to this program, existing law requires every driver's license application to include a voter registration application that consists of, among other things, an attestation that the applicant meets voter eligibility requirements. Under existing law, a person who attests to their eligibility to vote on the voter registration application will be registered to vote unless the voter affirmatively declines to register to vote. The current law was to sunset on 01/01/25; This bill extends the sunset to 01/01/2030.	Elections - Voters

Bill	Subject	Partial Summary. Refer to the Bill language for complete information.	Applies to:
AB-2582	Elections omnibus bill.	Establishes new forms for nomination papers and affidavits, and requires a candidate for municipal office to file a declaration of candidacy along with the nomination papers . Uniform forms for candidates for municipal office to use for these purposes are to be created by the Secretary of State.	Elections - elections office
AB-2642	Elections: intimidation.	This bill was passed as an urgency statute in September 2024 to further enhance voter intimidation laws to block election interference. This bill authorizes civil action to enforce prohibition of intimidating, threatening, or coercing (or attempt thereof) of any person for engaging in election-related activities.	Elections - elections office
AB-2655	Defending Democracy from Deepfake Deception Act of 2024.	Adds Chapter 7 to Division 20 of the Elections Codes to create Defending Democracy from Deepfake Deception Act of 2024 . This act requires a large online platform to regulate generative artificial intelligence (AI) that is created to be deceptive content, including but not limited to audio or visual media that is digitally created or modified deepfakes and the output of deceptive chatbots	Elections - AI
AB-2839	Elections: deceptive media in advertisements.	This Bill is coupled with AB 2655, and prohibits a person, committee, or other entity from knowingly distributing an advertisement or other election communication that contains certain materially deceptive content. The bill authorizes a recipient of materially deceptive content distributed in violation of this section, candidate or committee participating in the election, or elections official to file a civil action to enjoin the distribution of the media and to seek damages against the person, committee, or other entity that distributed it. The bill would require a court to place such proceedings on the calendar in the order of their date of filing and give the proceedings precedence.	Elections - Candidates
AB-2951	Voter registration: cancellation.	Amends EC 2201 to change the requirements of the 15 day pre-notification before canceling due to Mental Incompetency, Proof of Prison/Felony, Death, EC 2220-PreElection Postcard response. The card must be sent as a forwardable notice by first-class mail, including a postage-paid and preaddressed return form, to the voter, to enable the voter to verify or correct their voter registration cancellation.	Elections - elections office
AB-3184	Elections: signature verification statements, unsigned ballot identification statements, and reports of ballot rejections.	This bill prohibited the elections official from certifying the results of the 11/05/24 presidential general election prior to the 28th calendar day following the election, except under specified conditions. The newly created Chapter of codes in Election Law codes only remained in effect until January 1, 2025, per EC 15394	Elections - Ballots
AB-3197	Elections.	Amends EC 100 to allow county elections official to establish and require the use of a standardized petition form for distribution . Amends EC 13307 to permit electronic distribution of candidate's statements.	Elections - elections office
AB-3284	Elections omnibus bill.	This bill made non-substantive changes/updates to multiple provisions, including 2166.7, 2227, 2269, 7204, 9170, 10703, 20301 (repealed), and 21594	Elections - elections office
SB-863	Measures proposed by the Legislature.	Existing law requires every constitutional amendment, bond measure, or other legislative measure submitted to the people by the Legislature to appear on the ballot of the first statewide election occurring at least 131 days after the adoption of the proposal by the Legislature. This bill allows the Legislature to specify, in the text of a measure that proposes an amendment or revision of the Constitution, that the constitutional amendment or revision submitted to the people will appear on the ballot at an election <u>other than the one described above</u> if the election specified in the measure would occur at least 131 days after adoption of the measure by the Legislature.	Elections - Ballots
SB-1174	Elections: voter identification.	Adds EC 10005, prohibits local government from enacting or enforcing any charter provision, ordinance, or regulation requiring a person to present identification for the purpose of voting or submitting a ballot at any polling place, vote center, or other location where ballots are cast or submitted, as specified.	Elections - Voters
SB-1328	Elections.	This bill would authorize the Secretary of State to impose additional conditions of approval for electronic poll books, ballot manufacturers and finishers, ballot on demand systems, voting systems, and remote accessible vote by mail systems, adding to the security oversight of election systems used in California.	Elections - voting systems
SB-1441	Examination of petitions: time limitations and reimbursement of costs.	Under existing law, certain election petitions are not public records and are not open to inspection except by certain persons. Specifically, existing law authorizes, among other persons, the proponents of a petition found to be insufficient or their designated representative to examine the petition no later than 21 days after certification of the insufficiency. This bill amends GC 7924.110 requiring the examination to conclude no later than 60 days after it commenced. If the examination does not conclude within 5 business days, the bill requires that the proponents of the examination reimburse the county for any costs incurred to continue the examination, as provided.	Elections - Petitions

Bill	Subject	Partial Summary. Refer to the Bill language for complete information.	Applies to:
SB-1450	Elections.	<i>This bill, in part, extends and establishes requirements for Vote Centers , and for voting populations over 500k voters, bringing more language and ADA accessibility, as well as voting method options.</i>	Elections - VCA
SB-1493	Elections.	<i>The Secretary of State's Office is required to provide copies of the state voter information guide and the full text of all measures to various agencies and persons as listed per EC 9096. This bill changed the requirement of numbers of copies to one for each contact, and provides the option for any agency or person to request more.</i>	Elections - SOS
SCA-1	Elections: recall of state officers.	<i>The California Constitution provides that voters may recall a state officer by majority vote and, in the same election, elect a successor with a plurality of the vote. The Constitution prohibits an officer who is the subject of a recall election from being a candidate for successor.</i> The passing of this bill will place a measure on the NOV 2026 General Election ballot to vote upon a change the Constitution of California to state - if the Governor is removed from office in a recall election, the Lieutenant Governor will become Governor for the remainder of the unexpired term. (as opposed for the recall to include a vote for a replacement elected governor.)	Elections - SOS
AB-3007	California Environmental Quality Act: record of environmental documents: format.	<i>Streamlines CEQA document retention requirements for county clerks. Removes the requirement of retaining both paper and electronic records of all environmental documents received. Amended law now requires the county clerk to maintain the record electronically, and may retain the paper record (but not required).</i>	Clerk - CEQA
AB-3057	California Environmental Quality Act: exemption: junior accessory dwelling units ordinances.	<i>Expands exemptions of specific CEQA environmental impact reporting to include the adoption of an ordinance by a city or county to provide for the creation of junior accessory dwelling units in single-family residential zones.</i>	Clerk - CEQA
SB-1361	California Environmental Quality Act: exemption: local agencies: contract for providing services for people experiencing homelessness.	<i>CEQA exempts from its requirements actions taken by State and local housing agencies not acting as the lead agency to provide financial assistance or insurance for the development and construction of residential housing for persons and families of low or moderate income, as provided.</i> <i>This bill additionally exempts from CEQA's requirements actions taken by a local agency to approve a contract for providing services for people experiencing homelessness, as provided.</i>	Clerk - CEQA
SB-768	California Environmental Quality Act: Department of Housing and Community Development: vehicle miles traveled: study.	<i>Requires the department, in consultation with local governments and other interested parties, as specified, by January 1, 2028, and subject to an appropriation by the Legislature for this purpose, to conduct and post on its internet website a study on how vehicle miles traveled is used as a metric for measuring transportation impacts of housing projects pursuant to CEQA. The bill would require the study to include, among other things, an analysis of the differences in the availability and feasibility of mitigation measures to housing projects for vehicle miles traveled in rural, suburban, urban, and low vehicle miles traveled areas. The bill would repeal those provisions on January 1, 2029.</i>	Clerk - CEQA
SB-575	Marriage: underage marriage.	<i>Adds HSC § 102233.1 - Creates tracking requirements for Marriage Certificates issued by a local registrar between 2019 and 2024 in which one or both of the parties were minors at the time of solemnization of the marriage.</i>	Clerk - Marriage
AB-295	Residential real property: foreclosure.	<i>This Bill has multiple changes relating to real property foreclosure document process. In part, provides requirements for what the "notice of default" to be Recorded must contain. This bill also adds Section 2924.21 to the Civil Code: 2924.21. A person shall not contact, solicit, or initiate communication with an owner to claim the surplus funds from a foreclosure sale of the owner's residence before 90 days after the trustee's deed has been recorded.</i>	Recorder -
AB-1785	California Public Records Act.	<i>Prohibits publicly posting home address, telephone number, or both the name and assessor parcel number associated with the home address of any elected or appointed official on the internet without permission. This section does not prohibit a state or local agency from publicly posting a legally required notice or publication of an elected or appointed official on the internet. This amended law does not cause databases that currently provide the public with online access to recorded documents, indices, and assessor data to be taken offline or otherwise made unavailable to the public.</i>	Recorder - PRA
AB-2004	County recorder: recordation of documents.	<i>In part, this bill adds Government Code 27201.1 which authorizes a "disinterested custodian" to certify that a tangible copy of an electronic record is a completed and accurate reproduction of the electronic record , and that the Recorder shall accept for recording a tangible copy of an electronic record that has been so certified by a notary public if specified requirements are met.</i>	Recorder -

Bill	Subject	Partial Summary. Refer to the Bill language for complete information.	Applies to:
AB-3108	Business: mortgage fraud.	<i>In part, amends PC 532f to further enhance mortgage fraud protections by stipulating if a mortgage broker or person who originates a loan commits mortgage fraud if, with the intent to defraud, the person does either of the following: (1) Instructs or otherwise deliberately causes a borrower to sign documents reflecting the terms of a business, commercial, or agricultural loan, with knowledge that the borrower intends to use the loan proceeds primarily for personal, family, or household use. (2) Instructs or otherwise deliberately causes a borrower to sign documents reflecting the terms of a bridge loan, with knowledge that the loan proceeds will be not used to acquire or construct a new dwelling. For purposes of this subdivision, a bridge loan is any temporary loan, having a maturity of one year or less, for the purpose of acquisition or construction of a dwelling intended to become the consumer's principal dwelling.</i>	Recorder -
SB-1399	Transfer of real property: transfer fees.	<i>Amends CV 1098.6 to exempt from the current provision of private transfer fee covenants if specified requirements are met, including that the covenants are created pursuant to an agreement entered into before June 1, 2009, the covenants are applicable to land that is identified in the agreement, and the agreement was in settlement of litigation or approved by a government agency or body.</i>	Recorder -

Voter ID Laws and Local Election Security Efforts

I am frequently asked questions regarding California's requirements surrounding voter identification at our polling places, and how Inyo County Elections Office keeps our voter roll secure and updated. I can assure our public we are diligent in our process and have very low risk of fraud in Inyo County. I also want the opportunity to inform voters of what is currently in place, what is not in place, and how voters can voice their concerns to their representatives to request legislation changes to current laws, if they wish to.

Included at the end of this document are relevant Federal and State laws that govern voter identification regulations, and a response from the California Secretary of State on the State's database identification validation process.

Disclaimer: Laws referenced within this document, as of 02/01/2025, are subject to change, and do not represent a full list of laws that may regulate this subject. The entirety of this document is for informational purposes only and shall not be deemed legal advice. Any views expressed in this publication are my own and should not be considered the official stance of the County of Inyo.

Danielle M. Sexton
Inyo County Clerk-Recorder, Registrar of Voters

Keeping our Voter Rolls Clean and Secure

Most voter fraud is prevented by the risk and likelihood of being caught and prosecuted for committing a felony. This applies to the attempt of voter fraud; meaning while we will likely catch and stop any unlawful attempts, the attempt itself is a felony punishable by imprisonment and fines.

EC § 18578 – Any person who applies for, or who votes or attempts to vote, a vote by mail ballot by fraudulently signing the name of a fictitious person, or of a regularly qualified voter, or of a person who is not qualified to vote, is guilty of a felony punishable by imprisonment pursuant to subdivision (h) of Section 1170 of the Penal Code for 16 months or two or three years, by a fine not exceeding one thousand dollars (\$1,000), or by both that fine and imprisonment.

Per HAVA requirements of a computerized statewide voter registration, California utilizes a centralized database known as VoteCal (<https://www.sos.ca.gov/elections/voter-registration/votecal-project>). Each county's voter registration database is stored inside their local Election Management System (EMS), and is maintained by the Registrar of Voters (ROV) of that county. All EMS systems used in California must work in coordination with the statewide voter registration database VoteCal, and EMS vendors are required to place their computer programs in a secure facility approved by the Secretary of State. All county voter registration lists are synchronized with the State's VoteCal database.

The objective of this database is to validate that all voters' information in each California county is accurate in real time. Among many other securities, VoteCal:

- Ensures no voter can be registered twice in California by looking for duplicate registrations and communicates any discrepancies found to counties for further review, and notifies a county to move a voter's record from one county to another when the voter moves (based on updated voter registration info, and possible DMV address info);
- Runs registration records against the California Department of Corrections and Rehabilitation (CDCR) database to ensure voters have not been convicted and serving a felony sentence in prison (which is excluded from eligibility);
- Runs registration records against the California Department of Public Health (CDPH) database to ensure any existing registrant who is confirmed to be deceased has his or her voter registration cancelled; and
- Validates all records match either California Department of Motor Vehicles (DMV) records and/or the Social Security Administration (SSA) records for voters' identification. DMV provides a response to VoteCal indicating if the voter identification is or is not verified. The DMV validation process does not include anyone in the DMV system that has been issued an ID under AB 60 (non-citizen driver's license). *Note: AB 60 driver's licenses are for individuals who are unable to provide proof of legal presence in the United States, but who meet California DMV requirements and are able to provide proof of identity and California residency. The State confirms these IDs are never provided during the validation process of Voter Identification Validation.*

Current laws in California do not allow voters to be required to present identification when voting in person on Election Day or by mail; and, in most cases, identification is not a requirement of voter registration as well. As election officials must operate within the law, the Inyo County Elections Office takes additional securities in Inyo to validate the data in our system.

Added Securities for Voting

At the polls (in-person voting locations), the election workers are residents of the neighborhoods and communities which they are serving in. When voters appear and provide their name and address to be located in the Roster, our workers are often familiar with the public they are helping. If they have any cause for concern about the information a voter is providing may not be true, they are encouraged to have the voter submit their ballot provisionally. Ballots that are submitted provisionally are not processed until our highly trained election office staff have vetted the voter's information and eligibility to vote.

Ballots that are submitted by mail (i.e.: inside their mailed envelope & signed by the voter) have very high security protocols and chain-of-custody regulations. This method of voting has the highest security protocols. Our "Protecting Your Vote" elections webpage provides "*more about Facts about Mailed Ballots.*"

<https://elections.inyocounty.us/protecting-your-vote/>

Added Securities for Voter Rolls

With Inyo County being one of the smallest counties in California by voter population, our Elections Office has the opportunity to better manage and review our list of current active registered voters. Some of the additional measures we take are as follows:

- Run reports to find addresses that have more than a given number of voters, and then send letters to voters at that address to confirm their residency. For instance, if we find a home residence with eight voters with multiple different last names, we confirm the information for these voters are still residing at that address.
- As our County Clerk office processes local Death Certificates, we will also update the voter's status to canceled if they were a registered voter.
- We send out residence confirmation postcards when we have cause to inquire if a voter has moved. This is usually based on USPS returned mail or lack of voter participation in multiple prior elections.

Additionally, when we learned that voters who did not provide a driver's license number nor social security number were not validated outside of federal elections, our dataset was reviewed to find how many voters we have without either of these identifiers and found fifty-five records, which is approximately one-half percent of our voters. When coupled with the likelihood that these are all valid and eligible voters, this is not a concern for our database. Of this list, we were able to review each voter and found some had subsequent registration forms that provided this information, and we have updated our system. As the VoteCal system is in live synchronization with our system, the data is constantly evaluated. The remaining voters without this data all have old registration forms that never requested this information. We will be sending these voters a letter and registration form to request updated information for our system.

In summary, the State's VoteCal database is robust and constantly active in validating voter eligibility and accurate voter roll database for each county. On top of this, Inyo County practices active review and responsibility of our data and our voter's rights. In this review, Inyo County Elections Office can rightfully claim our voter database is accurate, our voters meet all requirements of voter eligibility, and our voting process is secure!

Room for Improvement

Identification for Voter Registration:

While the State's validation process is impressive and works with multiple agencies to validate names, addresses, birthdates, social security numbers, driver's license numbers, and eligibility match to the VoteCal database, there are issues with incomplete registration forms that could cause a gap in the security and accuracy of the data. In addition, a long time ago - but still relevant to some active voters in our system, old California Voter Registration Applications did not request birth dates, or other identification information, as voters were required to show ID to vote. There is also nothing in place to require validation by an election official that the information provided in registrations (in person, online, or mailed) belongs to the person who is submitting the information; it only validates that correct information was provided. As we are a society that commonly trades the security of our personal information for convenience of online transactions and smartphone applications, our personal data is vulnerable.

Federal and State laws instruct applicants are to provide their driver's license number or the last four digits of the applicant's social security number. However, there is also a statutory regulated process for a voter to register without providing either number if neither has been issued to the voter. (*Also referenced in Cal. statutes EC § 2150(a)(7)(C) and 2150(b).*)

52 USC § 21083(a)(5)(ii) states that if a voter *"has not been issued a current and valid driver's license or a social security number, the State shall assign the applicant a number which will serve to identify the applicant for voter registration purposes."*

Per section (iii) of this code, the State shall determine if the individual meets the requirements to be registered. In California this is based on acceptance of the voter signing the Voter Registration Application. The response to voter eligibility validation from the SOS was the process through DMV and SSA, and then the general explanation that *"anyone registered to vote must attest (sign), under penalty of perjury, that they are U.S. Citizens and not otherwise ineligible to vote,"* which is supported by California statutes EC §§ 2111, 2112, and 2150.

EC § 2111 *"A person may prove he or she is a citizen by his or her certification under penalty of perjury on the affidavit of registration."*

EC § 2112 *"the fact that a person certifies to his or her United States citizenship by signing his or her affidavit of registration shall be deemed evidence of citizenship for voting purposes only."*

Meaning, when a voter signs a registration form under penalty of perjury they are providing proof & evidence of citizenship & eligibility to be a registered voter. However, stating something to be true does not in fact provide proof or evidence of such.

California complies with EC § 2124, by creating a registration process that defines eligibility is based on the signed certification of the voter that the information they have provided is true, and only applies further verification of identity during federal elections for voters that did not provide their driver's license number or the last four digits of their social security number and have not previously voted in a federal election.

While this is the minimum requirement for federal elections, US States are permitted to set higher and better standards. As California has the highest population out of all US States, stronger validation rules for registration applications would be appropriate to manage this large set of data.

The additional securities taken by Inyo County Elections Office are not required by law (nor restricted by law). The success of these additional securities is achievable due to our small and manageable size of our data. While we can only speak for Inyo County's election process, it is likely larger counties may not have the reasonable ability to accommodate the same additional measures to their process. For stronger regulations to be practiced by all California counties would require a change to current mandated laws.

Identification for Voting In Person:

At the time of Registration, voters must affirm they are eligible to vote in their state and jurisdiction before they are added to the voter rolls. Under federal law, a person registering for the first time online or by mail **and did not provide a CA DL # or SS # at the time of registration** must present an ID when they vote in their first federal election; either presented in person if voting in person, or submitting a copy with their ballot if voting by mail. They will otherwise be required to vote Provisionally to have their identification further validated. In California this process is supported with CCR 2, § 20107, which provides a list of 30 sources of identification for voting purposes. However, there is no California regulation of this for first time voters during non-federal elections.

While we have reliable and comprehensive signature validation process for mailed ballots and provisional ballots, there is no signature validation process on in-person voting. The law requires that if our election workers locate the voter in the Roster by the given name and address provided by the voter, they shall have the voter sign and issue them a regular ballot. That ballot is then completed and dropped in the ballot box. Once in the ballot box, there is no way to identify which ballot belongs to which voter (which is rightful and appropriate). As such, even if signatures were validated afterwards, there would be no way to undo this action or to identify who appeared and signed the roster if the signature did not match the signatures on record for that voter. As our Roster Election Workers are paid volunteer members of our communities, and not employees of our office, they do not receive the same DOJ Forensic Signature Comparison training that our employees processing mailed ballots receive. It is not, nor should be, the responsibility of the polling place election workers to identify voters based on their signature alone.

In light of this, our trained employees conduct a post-election process to review several hundred Roster signatures in comparison to voter files, and have not identified any substantive evidence of this fraud occurring. However, this is not a reason to not encourage better security in place as this vulnerability has been identified.

In summary, our goal is to be confident in our voter database, while not creating unnecessary obstacles for in-person voting. While there are some vulnerabilities in not requiring proof of voter ID by the person registering to vote, our local efforts and additional securities make our system reliable and secure. Nonetheless, voter registration confirmation on a local level could be improved if California laws permitted options for local regulation to validate ID for first time voters, either through registration processing or upon in person for first time voters.

How Citizens Can Voice Their Concerns

California laws are created and changed through the process of passing bills through the State Legislature, which is made up of the Senate and the Assembly. If you would like to voice your opinion to support or oppose changes to California laws, contact your District Assemblymember and/or your District State Senator.

Resources to locate mailing addresses:

Inyo County State representatives:

- Assemblymember David, Tangipa, State Assembly District 8 <https://ad08.asmrc.org/>
(Calaveras, Fresno, Inyo, Madera, Mariposa, Mono, Tuolumne)
- Senator Marie Alvarado-Gil, State Senate District 4 <https://sr04.senate.ca.gov/>
(Alpine, Amador, Calaveras, El Dorado, Inyo, Madera, Mariposa, Merced, Mono, Nevada, Placer, Stanislaus, Tuolumne)

Or use this **Find Your California Representatives** tool: <https://findyourrep.legislature.ca.gov/>

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Information & Definitions:

California Code of Regulations (CCR): *Separate from California Statutes, the CCRs are administrative regulations that govern the state of California. It includes regulations adopted by state agencies, and is also known as the California Administrative Code (CAC). Properly adopted regulations that have been filed with the Secretary of State have the force of law.*

The Help America Vote Act (HAVA) of 2002: *HAVA is a [United States federal Law](#) passed by the United States Congress to make sweeping reforms to the nation's voting process. HAVA addresses improvements to voting systems and voter access that were identified following the 2000 election. [Help America Vote Act of 2002](#).*

HAVA Voter Identification Regulations only apply to federal elections. HAVA requires first-time voters who registered by mail or online, and did not provide a Driver's License or partial Social number, and have not previously voted in a federal election in the State, to present a form of identification to the appropriate State or local election official before or on election day. The ID may be either a current and valid photo identification or a copy of a current utility bill, bank statement, government check, paycheck, or other government document that shows the name and address of the voter. A State may enact further ID requirements which aren't specified under HAVA.

Provisional Ballot: *A provisional ballot is a regular ballot that is placed in a special envelope prior to being put in the ballot box. A provisional ballot is counted after election officials have confirmed the voter is registered to vote in that county and did not already vote in that election. A voter may vote a provisional ballot at any polling place in the county in which you are registered to vote, however, only the elections contests the voter is eligible to vote for will be counted.*

Conditional Voter Registration: *Same Day Voter Registration, known as Conditional Voter Registration in state law, is a safety net for Californians who miss the deadline to register to vote or update their voter registration information for an election. Eligible citizens who need to register or re-register to vote within 14 days of an election can complete this process to register and vote at their county elections office, polling place, or vote center. Their ballots will be processed and counted once the county elections office has completed the voter registration verification process. A conditional ballot is counted after election officials have confirmed the voter has not already voted in that election.*

Voter Registration Federal Laws under Help America Vote Act

The United States Code (USC) is a consolidation and codification by subject matter of the general and permanent laws of the United States. It is prepared by the Office of the Law Revision Counsel of the United States House of Representatives.

Public Law 107 - 252 - Help America Vote Act of 2002 (HR 3295 (2002))

An act to establish a program to provide funds to States to replace punch card voting systems, to establish the Election Assistance Commission to assist in the administration of Federal elections and to otherwise provide assistance with the administration of certain Federal election laws and programs, to establish minimum election administration standards for States and units of local government with responsibility for the administration of Federal elections, and for other purposes.

HAVA Section 303, Pub. L. No. 107-252, page 116 Stat. 1666 (2002) [52 USC § 21083].

Section 303(a) of HAVA, 52 U.S.C. § 15483(a), requires each State with voter registration requirements for elections for federal office to implement, through the chief State elections official, a single, uniform, official, centralized, interactive computerized statewide voter registration list. HAVA requires the list to be defined, maintained and administered at the State level, to contain the name and registration information of every legally registered voter in the State, and to assign a unique identifier to each legally registered voter in the State.

Title 52 United States Code (USC) § 21083: Computerized statewide voter registration list requirements and requirements for voters who register by mail [voters who do not register in person].

From Title 52-Voting and Elections

Subtitle II-Voting Assistance and Election Administration

Chapter 209-Election Administration Improvement

Subchapter III-Uniform and Nondiscriminatory Election Technology and Administration Requirements

Part A-Requirements

(a) Computerized statewide voter registration list requirements

(1) Implementation

(A) In general

Except as provided in subparagraph (B), each State, acting through the chief State election official, shall implement, in a uniform and nondiscriminatory manner, a single, uniform, official, centralized, interactive computerized statewide voter registration list defined, maintained, and administered at the State level that contains the name and registration information of every legally registered voter in the State and assigns a unique identifier to each legally registered voter in the State (in this subsection referred to as the "computerized list"), and includes the following:

- (i) The computerized list shall serve as the single system for storing and managing the official list of registered voters throughout the State.*
- (ii) The computerized list contains the name and registration information of every legally registered voter in the State.*
- (iii) Under the computerized list, a unique identifier is assigned to each legally registered voter in the State.*
- (iv) The computerized list shall be coordinated with other agency databases within the State.*
- (v) Any election official in the State, including any local election official, may obtain immediate electronic access to the information contained in the computerized list.*
- (vi) All voter registration information obtained by any local election official in the State shall be electronically entered into the computerized list on an expedited basis at the time the information is provided to the local official.*
- (vii) The chief State election official shall provide such support as may be required so that local election officials are able to enter information as described in clause (vi).*
- (viii) The computerized list shall serve as the official voter registration list for the conduct of all elections for Federal office in the State.*

(B) Exception

The requirement under subparagraph (A) shall not apply to a State in which, under a State law in effect continuously on and after October 29, 2002, there is no voter registration requirement for individuals in the State with respect to elections for Federal office.

(2) Computerized list maintenance

(A) In general

The appropriate State or local election official shall perform list maintenance with respect to the computerized list on a regular basis as follows:

- (i) *If an individual is to be removed from the computerized list, such individual shall be removed in accordance with the provisions of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.) [now 52 U.S.C. 20501 et seq.], including subsections (a)(4), (c)(2), (d), and (e) of section 8 of such Act (42 U.S.C. 1973gg–6) [now 52 U.S.C. 20507].*
- (ii) *For purposes of removing names of ineligible voters from the official list of eligible voters-*
 - I. *under section 8(a)(3)(B) of such Act (42 U.S.C. 1973gg–6(a)(3)(B)) [now 52 U.S.C. 20507(a)(3)(B)], the State shall coordinate the computerized list with State agency records on felony status; and*
 - II. *by reason of the death of the registrant under section 8(a)(4)(A) of such Act (42 U.S.C. 1973gg–6(a)(4)(A)) [now 52 U.S.C. 20507(a)(4)(A)], the State shall coordinate the computerized list with State agency records on death.*
- (iii) *Notwithstanding the preceding provisions of this subparagraph, if a State is described in section 4(b) of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg–2(b)) [now 52 U.S.C. 20503(b)], that State shall remove the names of ineligible voters from the computerized list in accordance with State law.*

(B) Conduct

The list maintenance performed under subparagraph (A) shall be conducted in a manner that ensures that-

- (i) *the name of each registered voter appears in the computerized list;*
- (ii) *only voters who are not registered or who are not eligible to vote are removed from the computerized list; and*
- (iii) *duplicate names are eliminated from the computerized list.*

(3) Technological security of computerized list

The appropriate State or local official shall provide adequate technological security measures to prevent the unauthorized access to the computerized list established under this section.

(4) Minimum standard for accuracy of State voter registration records

The State election system shall include provisions to ensure that voter registration records in the State are accurate and are updated regularly, including the following:

- (A) *A system of file maintenance that makes a reasonable effort to remove registrants who are ineligible to vote from the official list of eligible voters. Under such system, consistent with the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.) [now 52 U.S.C. 20501 et seq.], registrants who have not responded to a notice and who have not voted in 2 consecutive general elections for Federal office shall be removed from the official list of eligible voters, except that no registrant may be removed solely by reason of a failure to vote.*

- (B) *Safeguards to ensure that eligible voters are not removed in error from the official list of eligible voters.*

(5) Verification of voter registration information

(A) Requiring provision of certain information by applicants

(i) In general

Except as provided in clause (ii), notwithstanding any other provision of law, an application for voter registration for an election for Federal office may not be accepted or processed by a State unless the application includes-

- I. *in the case of an applicant who has been issued a current and valid driver's license, the applicant's driver's license number; or*
- II. *in the case of any other applicant (other than an applicant to whom clause (ii) applies), the last 4 digits of the applicant's social security number.*

(ii) Special rule for applicants without driver's license or social security number

If an applicant for voter registration for an election for Federal office has not been issued a current and valid driver's license or a social security number, the State shall assign the applicant a number which will serve to identify the applicant for voter registration purposes. To the extent that the State has a computerized list in effect under this subsection and the list assigns unique identifying numbers to registrants, the number assigned under this clause shall be the unique identifying number assigned under the list.

(iii) Determination of validity of numbers provided

The State shall determine whether the information provided by an individual is sufficient to meet the requirements of this subparagraph, in accordance with State law.

(B) Requirements for State officials

(i) Sharing information in databases

The chief State election official and the official responsible for the State motor vehicle authority of a State shall enter into an agreement to match information in the database of the statewide voter registration system with information in the database of the motor vehicle authority to the extent required to enable each such official to verify the accuracy of the information provided on applications for voter registration.

(ii) Agreements with Commissioner of Social Security

The official responsible for the State motor vehicle authority shall enter into an agreement with the Commissioner of Social Security under section 405(r)(8) 1 of title 42 (as added by subparagraph (C)).

(C) Omitted

(D) Special rule for certain States

In the case of a State which is permitted to use social security numbers, and provides for the use of social security numbers, on applications for voter registration, in accordance with section 7 of the Privacy Act of 1974 (5 U.S.C. 552a note), the provisions of this paragraph shall be optional.

(b) Requirements for voters who register by mail

(1) In general

Notwithstanding section 6(c) of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg-4(c)) [now 52 U.S.C. 20505(c)] and subject to paragraph (3), a State shall, in a uniform and nondiscriminatory manner, require an individual to meet the requirements of paragraph (2) if-

(A) the individual registered to vote in a jurisdiction by mail; and

(B)

- (i) the individual has not previously voted in an election for Federal office in the State; or*
- (ii) the individual has not previously voted in such an election in the jurisdiction and the jurisdiction is located in a State that does not have a computerized list that complies with the requirements of subsection (a).*

(2) Requirements

(A) In general

An individual meets the requirements of this paragraph if the individual-

- (i) in the case of an individual who votes in person-*
 - I. presents to the appropriate State or local election official a current and valid photo identification; or*
 - II. presents to the appropriate State or local election official a copy of a current utility bill, bank statement, government check, paycheck, or other government document that shows the name and address of the voter; or*
- (ii) in the case of an individual who votes by mail, submits with the ballot-*
 - I. a copy of a current and valid photo identification; or*
 - II. a copy of a current utility bill, bank statement, government check, paycheck, or other government document that shows the name and address of the voter.*

(B) Fail-safe voting

(i) In person

An individual who desires to vote in person, but who does not meet the requirements of subparagraph (A)(i), may cast a provisional ballot under section 21082(a) of this title.

(ii) By mail

An individual who desires to vote by mail but who does not meet the requirements of subparagraph (A)(ii) may cast such a ballot by mail and the ballot shall be counted as a provisional ballot in accordance with section 21082(a) of this title.

(3) Inapplicability

Paragraph (1) shall not apply in the case of a person-

(A) who registers to vote by mail under section 6 of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg-4) [now 52 U.S.C. 20505] and submits as part of such registration either-

- (i) a copy of a current and valid photo identification; or*
- (ii) a copy of a current utility bill, bank statement, government check, paycheck, or government document that shows the name and address of the voter;*

(B)

- (i) *who registers to vote by mail under section 6 of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg-4) [now 52 U.S.C. 20505] and submits with such registration either-*
 - I. *a driver's license number; or*
 - II. *at least the last 4 digits of the individual's social security number; and*
- (ii) *with respect to whom a State or local election official matches the information submitted under clause (i) with an existing State identification record bearing the same number, name and date of birth as provided in such registration; or*

(C) who is-

- (i) *entitled to vote by absentee ballot under the Uniformed and Overseas Citizens Absentee Voting Act [52 U.S.C. 20301 et seq.];*
- (ii) *provided the right to vote otherwise than in person under section 20102(b)(2)(B)(ii) of this title; or*
- (iii) *entitled to vote otherwise than in person under any other Federal law.*

(4) Contents of mail-in registration form

(A) In general

The mail voter registration form developed under section 6 of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg-4) [now 52 U.S.C. 20505] shall include the following:

- (i) *The question "Are you a citizen of the United States of America?" and boxes for the applicant to check to indicate whether the applicant is or is not a citizen of the United States.*
- (ii) *The question "Will you be 18 years of age on or before election day?" and boxes for the applicant to check to indicate whether or not the applicant will be 18 years of age or older on election day.*
- (iii) *The statement "If you checked 'no' in response to either of these questions, do not complete this form."*
- (iv) *A statement informing the individual that if the form is submitted by mail and the individual is registering for the first time, the appropriate information required under this section must be submitted with the mail-in registration form in order to avoid the additional identification requirements upon voting for the first time.*

(B) Incomplete forms

If an applicant for voter registration fails to answer the question included on the mail voter registration form pursuant to subparagraph (A)(i), the registrar shall notify the applicant of the failure and provide the applicant with an opportunity to complete the form in a timely manner to allow for the completion of the registration form prior to the next election for Federal office (subject to State law).

(5) Construction

Nothing in this subsection shall be construed to require a State that was not required to comply with a provision of the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.) [now 52 U.S.C. 20501 et seq.] before October 29, 2002, to comply with such a provision after October 29, 2002.

(c) Permitted use of last 4 digits of social security numbers

The last 4 digits of a social security number described in subsections (a)(5)(A)(i)(II) and (b)(3)(B)(i)(II) shall not be considered to be a social security number for purposes of section 7 of the Privacy Act of 1974 (5 U.S.C. 552a note).

(d) Effective date

(1) Computerized statewide voter registration list requirements

(A) In general

Except as provided in subparagraph (B), each State and jurisdiction shall be required to comply with the requirements of subsection (a) on and after January 1, 2004.

(B) Waiver

If a State or jurisdiction certifies to the Commission not later than January 1, 2004, that the State or jurisdiction will not meet the deadline described in subparagraph (A) for good cause and includes in the certification the reasons for the failure to meet such deadline, subparagraph (A) shall apply to the State or jurisdiction as if the reference in such subparagraph to "January 1, 2004" were a reference to "January 1, 2006".

(2) Requirement for voters who register by mail

(A) In general

Each State and jurisdiction shall be required to comply with the requirements of subsection (b) on and after January 1, 2004, and shall be prepared to receive registration materials submitted by individuals described in subparagraph (B) on and after the date described in such subparagraph.

(B) Applicability with respect to individuals

The provisions of subsection (b) shall apply to any individual who registers to vote on or after January 1, 2003.

California Code of Regulations (CCRs) for Voter Registration

<https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations>

CCR 2, § 20022 - Affidavit of Registration

Title 2 – Administration; Division 7 - Secretary of State; Chapter 1 - Voter Registration; Article 3.5 - **Conditional Voter Registration**

To conditionally register to vote, CVR voters shall use the same affidavit of registration as other voters -- either a paper form or through the internet website of the Secretary of State.

CCR 2, § 20065 - DMV Customers Who Do Not Attest to Eligibility

Title 2 – Administration; Division 7 - Secretary of State; Chapter 1 - Voter Registration; Article 4.5 – **California New Motor Program**

- (a) *In accordance with Elections Code section 2263(b)(1)(K), the Secretary of State shall not request, nor shall the Department of Motor Vehicles provide, information on a Department of Motor Vehicles' customer who fails to attest that he or she meets all voter eligibility requirements.*
- (b) *In no event shall a Department of Motor Vehicles' customer who fails to attest during a qualifying transaction that he or she meets all voter eligibility requirements be registered to vote pursuant to that transaction.*

CCR 2, § 20107 - Standards for Proof of Residency or Identity when Proof is Required by HAVA

Title 2 – Administration; Division 7 - Secretary of State; Chapter 1 - Voter Registration; Article 7 – **Voting**

- (a) *This section shall apply in all instances where voters and new registrants are required by the federal Help America Vote Act of 2002 (Pub. L. 107-252, 116 Stat. 1666, 42 U.S.C. 15483) to prove residency or present documents to establish identity.*
- (b) *This section shall be liberally construed to permit voters and new registrants to cast a regular ballot. Any doubt as to the sufficiency of proof or a document presented shall be resolved in favor of permitting the voter or new registrant to cast a regular ballot.*
- (c) *If a voter or new registrant does not present proof or a document that complies with this section, then the voter or new registrant shall be advised by the poll worker or other election official with whom the voter or new registrant is conferring that he or she may vote a provisional ballot and the voter or new registrant shall be permitted to do so.*
- (d) *For purposes of this regulation, proof of residency or identity, shall consist of presenting an original or copy of any of the documents described below in either paragraph (1) or (2).*
 - (1) *Current and valid photo identification provided by a third party in the ordinary course of business that includes the name and photograph of the individual presenting it. Examples of photo identification include, but are not limited to, the following documents:*
 - (A) *driver's license or identification card of any state;*
 - (B) *passport;*
 - (C) *employee identification card;*
 - (D) *identification card provided by a commercial establishment;*
 - (E) *credit or debit card;*
 - (F) *military identification card;*
 - (G) *student identification card;*
 - (H) *health club identification card;*
 - (I) *insurance plan identification card; or*
 - (J) *public housing identification card.*
 - (2) *Any of the following documents, provided that the document includes the name and address of the individual presenting it, and is dated since the date of the last general election, unless the document is intended to be of a permanent nature such as a pardon or discharge or unless the date requirements of paragraph (F) apply, including:*
 - (A) *utility bill;*
 - (B) *bank statement;*
 - (C) *government check;*
 - (D) *government paycheck;*
 - (E) *document issued by a governmental agency;*
 - (F) *sample ballot or other official elections document issued by a governmental agency dated for the election in which the individual is providing it as proof of residency or identity;*
 - (G) *voter notification card issued by a governmental agency;*
 - (H) *public housing identification card issued by a governmental agency;*
 - (I) *lease or rental statement or agreement issued by a governmental agency;*
 - (J) *student identification card issued by a governmental agency;*
 - (K) *tuition statement or bill issued by a governmental agency;*
 - (L) *insurance plan card or drug discount card issued by a governmental agency;*
 - (M) *discharge certificates, pardons, or other official documents issued to the individual by a governmental agency in connection with the resolution of a criminal case, indictment, sentence, or other matter;*
 - (N) *public transportation authority senior citizen and disabled discount cards issued by a governmental agency;*
 - (O) *identification documents issued by governmental disability agencies;*
 - (P) *identification documents issued by government homeless shelters and other government temporary or transitional facilities;*
 - (Q) *drug prescription issued by a government doctor or other governmental health care provider;*
 - (R) *property tax statement issued by a governmental agency;*
 - (S) *vehicle registration issued by a governmental agency; or*
 - (T) *vehicle certificate of ownership issued by a governmental agency.*

California Election Codes – General Provisions for Registration

Elections Code - ELEC

DIVISION 2. VOTERS [2000 - 2700]

CHAPTER 2. **Registration** [2100 - 2194.1]

ARTICLE 1. **General Provisions** [2100 - 2124]

EC § 2111

*A person may prove he or she is a citizen by his or her certification under penalty of perjury on the affidavit of registration.
(Enacted by Stats. 1994, Ch. 920, Sec. 2.)*

EC § 2112

*Notwithstanding any other provision of law to the contrary, the fact that a person certifies to his or her United States citizenship by signing his or her affidavit of registration **shall be deemed evidence of citizenship** for voting purposes only.
(Enacted by Stats. 1994, Ch. 920, Sec. 2.)*

EC § 2124

*The Secretary of State shall, by regulation, adopt uniform standards for proof of residency, which shall apply in all instances where voters and new registrants are required by law to prove residency.
(Added by Stats. 2003, Ch. 809, Sec. 2. Effective January 1, 2004.)*

Elections Code - ELEC
DIVISION 2. VOTERS [2000 - 2700]
CHAPTER 2. Registration [2100 - 2194.1]
ARTICLE 4. Forms [2150 - 2168]

EC § 2150

(a) *The affidavit of registration shall show:*

- (1) *The facts necessary to establish the affiant as an elector.*
 - (2) *The affiant's name at length, including the person's given name, and a middle name or initial, or if the initial of the given name is customarily used, then the initial and middle name. The affiant's given name may be preceded, at the affiant's option, by the designation of "Miss," "Ms.," "Mrs.," or "Mr." A person shall not be denied the right to register because of that person's failure to mark a prefix to the given name and shall be so advised on the voter registration card. This subdivision shall not be construed as requiring the printing of prefixes on an affidavit of registration.*
 - (3) *The affiant's place of residence, residence telephone number, if furnished, and email address, if furnished. A person shall not be denied the right to register because of the person's failure to furnish a telephone number or email address, and shall be so advised on the voter registration card.*
 - (4) *The affiant's mailing address, if different from the place of residence.*
 - (5) *The affiant's date of birth to establish that the affiant will be at least 18 years of age on or before the date of the next election. In the case of an affidavit of registration submitted pursuant to subdivision (d) of Section 2102, the affiant's date of birth to establish that the affiant is at least 16 years of age.*
 - (6) *The state or country of the affiant's birth.*
 - (7)
 - (A) *In the case of an affiant who has been issued a current and valid driver's license, the affiant's driver's license number.*
 - (B) *In the case of any other affiant, other than an affiant to whom subparagraph (C) applies, the last four digits of the affiant's social security number.*
 - (C) *If a voter registration affiant has not been issued a current and valid driver's license or a social security number, the state shall assign the affiant a number that will serve to identify the affiant for voter registration purposes. If the state has a computerized list in effect under this paragraph and the list assigns unique identifying numbers to registrants, the number assigned under this subparagraph shall be the unique identifying number assigned under the list.*
 - (8) *The affiant's political party preference.*
 - (9) *That the affiant is currently not imprisoned for the conviction of a felony.*
 - (10) *A prior registration portion indicating whether the affiant has been registered at another address, under another name, or as preferring another party. If the affiant has been so registered, the affiant shall give an additional statement giving that address, name, or party.*
- (b) *The affiant shall certify the content of the affidavit of registration as to its truthfulness and correctness, under penalty of perjury, with the signature of the affiant's name and the date of signing. If the affiant is unable to write, the affiant shall sign with a mark or cross. An affiant who is an individual with a disability may complete the affidavit with reasonable accommodations as needed.*
- (c) *The affidavit of registration shall also contain a space that would enable the affiant to state the affiant's ethnicity or race, or both. An affiant shall not be denied the ability to register because the affiant declines to state the affiant's ethnicity or race.*
- (d) *If a person assists the affiant in completing the affidavit of registration, that person shall sign and date the affidavit below the signature of the affiant.*
- (e) *The Secretary of State may continue to supply existing affidavits of registration to county elections officials before printing new or revised forms that reflect the changes made to this section by Chapter 508 of the Statutes of 2007.*

(Amended by Stats. 2022, Ch. 14, Sec. 1. (SB 504) Effective March 31, 2022.)

Elections Code - ELEC

DIVISION 2. VOTERS [2000 - 2700]

CHAPTER 2.5. **Online Voter Registration** [2196 - 2198]

EC § 2196

(a)

- (1) *Notwithstanding any other law, a person who is qualified to register to vote and who has a valid California driver's license or state **identification** card may submit an affidavit of voter registration electronically on the Secretary of State's internet website.*
- (2) *An affidavit submitted pursuant to this section is effective upon receipt of the affidavit by the Secretary of State if the affidavit is received on or before the last day to register for an election to be held in the precinct of the person submitting the affidavit.*
- (3) *The affiant shall affirmatively attest to the truth of the information provided in the affidavit.*
- (4) *The affidavit shall contain, before or at the time that the applicant affirmatively assents to the use of the applicant's signature pursuant to paragraph (5), a statement that the county elections official shall compare the affiant's signature appearing on an **identification** envelope for the return of a vote by mail ballot cast in a future election with the signatures appearing in the voter's registration record, including the signature appearing on the applicant's driver's license or state **identification** card.*
- (5) *For voter registration purposes, the applicant shall affirmatively assent to the use of the applicant's signature from the applicant's driver's license or state **identification** card.*
- (6) *For each electronic affidavit, the Secretary of State shall obtain an electronic copy of the applicant's signature from the applicant's driver's license or state **identification** card directly from the Department of Motor Vehicles.*
- (7) *The Secretary of State shall require a person who submits an affidavit pursuant to this section to submit all of the following:*
 - (A) *The number from the person's California driver's license or state **identification** card.*
 - (B) *The person's date of birth.*
 - (C) *The last four digits of the person's social security number.*
 - (D) *Any other information the Secretary of State deems necessary to establish the identity of the affiant.*
- (8) *Upon submission of an affidavit pursuant to this section, the electronic voter registration system shall provide for immediate verification of both of the following:*
 - (A) *That the applicant has a California driver's license or state **identification** card and that the number for that driver's license or **identification** card provided by the applicant matches the number for that person's driver's license or **identification** card that is on file with the Department of Motor Vehicles.*
 - (B) *That the date of birth provided by the applicant matches the date of birth for that person that is on file with the Department of Motor Vehicles.*
- (9) *The Secretary of State shall employ security measures to ensure the accuracy and integrity of affidavits of voter registration submitted electronically pursuant to this section.*
- (b) *The Department of Motor Vehicles shall use the electronic voter registration system required by this section to comply with its duties and responsibilities as a voter registration agency pursuant to the federal National Voter Registration Act of 1993 (52 U.S.C. Sec. 20501 et seq.).*
- (c) *The Department of Motor Vehicles and the Secretary of State shall maintain a process and the infrastructure to allow the electronic copy of the applicant's signature and other information required under this section that is in the possession of the department to be transferred to the Secretary of State and to the county election management systems to allow a person who is qualified to register to vote in California to register to vote under this section.*
- (d) *If an applicant cannot electronically submit the information required pursuant to paragraph (7) of subdivision (a), the applicant shall nevertheless be able to complete the affidavit of voter registration electronically on the Secretary of State's internet website, print a hard copy of the completed affidavit, and mail or deliver the hard copy of the completed affidavit to the Secretary of State or the appropriate county elections official.*

(Amended by Stats. 2023, Ch. 131, Sec. 53. (AB 1754) Effective January 1, 2024.)

California Election Codes – Voter ID restrictions for Local Government

SB 1174 passed in 2024 to create a new law; Effective 1/1/25

Elections Code - ELEC

DIVISION 10. LOCAL, SPECIAL, VACANCY, AND CONSOLIDATED ELECTIONS [10000 - 10735]

PART 1. GENERAL PROVISIONS [10000 - 10010]

CHAPTER 1. Voters and Procedure [10000 - 10005]

EC § 10005

A local government shall not enact or enforce any charter provision, ordinance, or regulation requiring a person to present identification for the purpose of voting or submitting a ballot at any polling place, vote center, or other location where ballots are cast or submitted, unless required by state or federal law. For the purpose of this section, “local government” means any charter or general law city, charter or general law county, or any city and county.

(Added by Stats. 2024, Ch. 990, Sec. 2. (SB 1174) Effective January 1, 2025.)

California Election Codes – Identification Procedures at Polls

Elections Code - ELEC

DIVISION 14. ELECTION DAY PROCEDURES [14000 - 14443]

CHAPTER 3. Procedures at Polls [14200 - 14314]

ARTICLE 2. Election Day Procedures [14210 - 14227.5]

EC § 14216

- (a) *Any person desiring to vote shall state or provide his or her name and address and, upon the precinct officers finding the name in the roster, the voter shall then sign his or her name in the space provided or, if the voter is unable to sign, shall have his or her name signed by another person on the roster provided for that purpose, whereupon a challenge may be interposed as provided in this article.*
- (b) *The signature shall be capable of being retained for the prescribed retention period for the election being conducted.*
- (c) *This section does not prohibit the use of technology to capture the signature prescribed by subdivision (a).*

(Amended by Stats. 2017, Ch. 806, Sec. 54. (SB 286) Effective January 1, 2018.)

EC § 14217

If the precinct board is unable to find a voter's name upon the roster, it shall inform the voter that he or she may cast a provisional ballot and the procedure for doing so. If the voter elects to cast a provisional ballot, the precinct board shall furnish the voter with a provisional ballot, in accordance with Section 14310.

(Amended by Stats. 2017, Ch. 806, Sec. 55. (SB 286) Effective January 1, 2018.)

Elections Code - ELEC

DIVISION 14. ELECTION DAY PROCEDURES [14000 - 14443]

CHAPTER 3. Procedures at Polls [14200 - 14314]

ARTICLE 5. Provisional Voting [14310 - 14314]

EC § 14310

- (a) *At all elections, a voter claiming to be properly registered, but whose qualification or entitlement to vote cannot be immediately established upon examination of the roster for the precinct or upon examination of the records on file with the county elections official, shall be entitled to vote a provisional ballot as follows:*
 - 1) *An elections official shall advise the voter of the voter's right to cast a provisional ballot.*
 - 2) *The voter shall be provided a provisional ballot, written instructions regarding the process and procedures for casting the ballot, and a written affirmation regarding the voter's registration and eligibility to vote. The written instructions shall include the information set forth in subdivisions (c) and (d).*
 - 3) *The voter shall be required to execute, in the presence of an elections official, the written affirmation stating that the voter is eligible to vote and registered in the county where the voter desires to vote.*

...

(c) (1) During the official canvass, the elections official shall examine the records with respect to all provisional ballots cast. Using the procedures that apply to the comparison of signatures on vote by mail ballots pursuant to Section 3019, the elections official shall compare the signature on each provisional ballot envelope with the signature on the voter's affidavit of registration or other signature in the voter's registration record. If the signatures do not compare or the provisional ballot envelope is not signed, the ballot shall be rejected. A variation of the signature caused by the substitution of initials for the first or middle name, or both, shall not invalidate the ballot.

...

SOS Response Related to Voter ID Security

California voters are generally not required to show identification before they cast their ballots. However, if a voter is voting in a federal election for the first time after registering online or by mail and did not provide their driver's license number, California identification number or the last four digits of their social security number on their registration form, they will be asked to show a form of identification when they go to the polls.

If a driver's license number, California identification number or the last four digits of the social security number are not provided, a registration cannot be validated through the Department of Motor Vehicles (DMV) or the Social Security Administration (SSA), therefore the voter would be required to provide acceptable identification before registration is complete and they can vote. Anyone registered to vote must attest (sign), under penalty of perjury, that they are U.S. Citizens and not otherwise ineligible to vote.

- State law requires a person to attest under penalty of perjury to meet all eligibility requirements, including citizenship. (EC §§ 2111, 2112, 2150)*
- The voter completes the affidavit of registration and signs under penalty of perjury that the information is true and correct. (EC § 2150)*
- All voter registration records are electronically sent from VoteCal to DMV where they are compared to DMV records and/or the SSA records to validate the voter's identification. DMV provides a response to VoteCal indicating if the voter identification is verified or not.*
- VoteCal captures whether or not the voter's identity was validated through the DMV process.*
- State law (EC § 2263(d)) prohibits the DMV from transmitting records of AB 60 driver's license* recipients to VoteCal and DMV systems safeguards prevent against transmission of such data. Accordingly, AB 60 licenses are never validated.*



Clerk-Recorder/Elections Office County of Inyo

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02/06/25

What to know about RONs and Papering Out Electronic Documents

As submitting digital instruments of real property to County Records office (eRecording documents) has become the new normal, we are entering a new phase of digital accessibility to filing these public records. As the custodian of these instruments, accessibility and security are paramount to our process. There are two new factors emerging for eRecorded documents; Remote Online Notary (RON) for digitally submitted recordings, and papering out of digital documents to be recorded. Below is an overview of each of these, and links to additional resources.

Remote Online Notary (RON)

When we receive an eRecording that utilizes a RON for the required acknowledgement, our office will review the remote Notary laws of the US State which the Notary is registered/certified in. NOTE: not all states allow notaries to perform RONs, and not all states have the same notarization laws.

As a basic rule – We accept acknowledgements if the notarization is performed under, and meets all the requirements of, the laws of the state the Notary is registered/certified in. If RONs are permitted under the law of the State of the Notary, then we will accept it within an eRecording as long as it meets said criteria.

States that have not implemented allowance of RON for use by notaries within their state:

- Alabama, California*, Connecticut, District of Columbia*, Georgia, Massachusetts*, Mississippi, North Carolina*, South Carolina, and Vermont*.

** Some states that currently do not allow RONs are in the process of future implementation.*

To review the statutes by state, utilize this tool provided by the National Notary Association: [State Notary Laws | NNA](https://www.nationalnotary.org/knowledge-center/news/state-notary-laws) (<https://www.nationalnotary.org/knowledge-center/news/state-notary-laws>). From this site, select the state from the drop-down list to locate each state's remote Notary laws.

California Electronic Notarization

CIV § 1633.11. Electronic Notarizations, Section (a): *If a law requires that a signature be notarized, the requirement is satisfied with respect to an electronic signature if an electronic record includes, in addition to the electronic signature to be notarized, the electronic signature of a notary public together with all other information required to be included in a notarization by other applicable law. (Added by Stats. 1999, Ch. 428, Sec. 1. Effective January 1, 2000.)*

Papering out Electronic Documents to be Recorded

A new law was passed, and became effective 1/1/25, that allows an electronic document to be papered out if it complies with California State Law under AB 2004 (2023-2024) & certified by a disinterested custodian. The certification shall be sworn to in front of a notary. (This needs to be a separate certificate of acknowledgment for the disinterested custodian by a notary). Note: this process may include documents with a RON, however a RON cannot be papered out by itself.

AB 2004 adds GC § 27201.1 (*Added by Stats. 2024, Ch. 691, Sec. 2. (AB 2004) Effective January 1, 2025*). Below are highlights of this new law; however, this summary provided here within is incomplete and not a full representation of the Bill or of all laws. This is for informational purposes only and shall not be deemed legal advice.

- *AB 2004 authorizes a “disinterested custodian” to certify that a tangible copy of an electronic record is a completed and accurate reproduction of the electronic record. The bill requires a Recorder to accept for recording a tangible copy of an electronic record that has been so certified by the disinterested custodian before a notary public and accompanied by a jurat attached thereto, if specified requirements are met. The bill would state that a tangible copy of an electronic record imparts notice of its contents, as specified, notwithstanding any failure of the person making the certification to qualify as a disinterested custodian.*
- In simple terms, this allows a “disinterested custodian” (as defined below) to certify a printed copy (papered out copy) of an electronic document signed by the disinterested custodian in the presence of a notary public and accompanied by a jurat.
- **Disinterested custodian definition:** *“disinterested custodian” means a person who has access to an electronic record displaying intact tamper-evident security procedures and who is not the grantee, beneficiary, or otherwise a person who directly benefits from the electronic record.*

Resources for more information

- [Bill Text - AB-2004 County recorder: recordation of documents](#)
- [CA Civil Code](#)
- CA Public Notary Handbook: [2024 Notary Public Handbook](#)
- [State Notary Laws | NNA](#)
- [Remote Notarization: What You Need To Know](#)
- NNA Knowledge Center's [Remote Online Notarization Resources](#) page
 - [State remote Notarization Rules](#)



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

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ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-102

Memorandum of Understanding for Delivery of Wildfire Preparedness Coordination Services to the Eastern Sierra Council of Governments

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign the Agreement between Inyo County and the Eastern Sierra Council of Governments for the purposes of wildfire preparedness services.

BACKGROUND / SUMMARY / JUSTIFICATION:

For the past couple of years, Inyo County has employed a Wildfire Coordinator who has been focused on developing a Community Wildfire Protection Plan (CWPP) and identifying key projects and strategies which aim to improve the County's and region's resilience to wildfire. This position has been funded by a grant from CalFire, which expired in the fall of 2024. Since that time, the County has cobbled together various funding streams to continue this important program to date, while simultaneously seeking out other long-term approaches to funding and regional collaboration. Similar and simultaneous work has been occurring in Mono County and in the last year, the Eastern Sierra Council of Governments (ESCOG) has also received grant funding to further regional collaborative efforts in this space.

Within the recently completed Inyo County CWPP are a collection of projects which identify tangible action which can be taken to better protect our communities and resources against wildfire. Collectively, the ESCOG partner agencies have been working to seek out and secure additional funding to begin to execute on these projects. Additionally, the ESCOG has an immediate need for Wildfire Coordination capacity to execute related work as identified and funded under at least two awarded grants.

Given the fact that funding for this position within Inyo County has run out, and that funding to support similar work currently exists within the ESCOG, staff recognized an opportunity to establish a new agreement between the County and ESCOG for such services, akin to that of the agreement for Executive Director Elaine Kabala. This agreement will allow Inyo County to retain the Wildfire Preparedness Coordinator position while bringing in outside grant revenue not otherwise available to Inyo County to support the work of the position.

In the near term, the Wildfire Preparedness Coordinator will focus on fulfilling work needed immediately under ESCOG grants from the California Department of Fish and Wildlife and the Inyo National Forest aimed at strengthening regional collaboration and partnerships with partner agencies. Additional grant

applications have been written and awards are anticipated which would further support work identified in the Inyo County CWPP.

This agreement allows the County to bill ESCOG for actual time worked by the Wildfire Preparedness Coordinator, up to 100% of their cost, in addition to charge for administrative and overhead costs associated with employing an individual in this position. It is anticipated that Mono County will be entering into a similar agreement with the ESCOG for their existing Wildfire Preparedness Coordinator position assuming award of recently applied for grants is successful.

FISCAL IMPACT:

Funding Source	Grant Funded (various)	Budget Unit	023700
Budgeted?	Revenue will be included in Third Quarter	Object Code	All budget codes that can be billed out
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$42,000 for the period between March 11, 2025 and June 30, 2025
Future Fiscal Year Impacts
Up to \$150,000 each year after with a 10% inflation allowance each fiscal year
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this agreement, or direct staff to amend it before approval. This is not recommended as the Eastern Sierra Council of Governments (ESCOG) approved the agreement in its current form, which has been reviewed by County staff and mimics the existing agreement between Inyo County and ESCOG for Executive Director services. Further, should the County not support this agreement with ESCOG, the County's Wildfire Preparedness program would be placed in peril for lack of funding available to Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Eastern Sierra Council of Governments; Inyo National Forest

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection
Economic Enhancement | Sustainable Recreation Initiatives

APPROVALS:

Nate Greenberg	Created/Initiated - 2/27/2025
Denelle Carrington	Approved - 2/28/2025
Darcy Israel	Approved - 2/28/2025
Keri Oney	Approved - 3/3/2025
John Vallejo	Approved - 3/3/2025
Amy Shepherd	Approved - 3/4/2025
Nate Greenberg	Final Approval - 3/5/2025

ATTACHMENTS:

1. 2025 Wildfire Preparedness Coordinator Contract

**AGREEMENT REGARDING WILDFIRE PREPAREDNESS SERVICES TO BE
PROVIDED BY INYO COUNTY TO THE
EASTERN SIERRA COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY**

This Agreement is entered into by and between the Eastern Sierra Council of Governments Joint Powers Authority (“ESCOG”) and the County of Inyo, a political subdivision of the State of California (“the County”).

Recitals:

A. Section 3.03 of the Joint Powers Agreement Establishing the Eastern Sierra Council of Governments provides that ESCOG may “contract for any services judged by the ESCOG to be necessary or convenient for carrying out its purposes and to pay the costs of such services.” Section 3.03 further provides that ESCOG may contract with an ESCOG member to obtain such services.

B. ESCOG and the County wish to enter into a contract to permit an employee or employees of the County to provide wildfire preparedness services to ESCOG as spelled out below. ESCOG and the County further wish to set out the compensation to be provided to the County in return for the provision of wildfire preparedness services.

Terms and Conditions:

The parties hereto agree as follows:

1. The County shall provide an employee or employees who can perform the wildfire preparedness services for ESCOG that are outlined in the Scope of Work, which is attached hereto as Exhibit A. Requests by ESCOG to the County to perform under the Agreement will be made by the ESCOG Board of Directors, and shall be directed to Nate Greenberg, County Administrative Officer (or such other individual as may be designated by the County).

2. Any employee assigned by the County to provide the services outlined in Exhibit A shall meet the following minimum qualifications:

- a. At least two (2) years of progressively responsible full-time experience actively working in wildfire resiliency, fire prevention and/or the emergency management/preparedness field, whether through local or county-wide Fire Safe Councils, Resource Conservation Districts, or with a county/state/federal level department or agency or the private sector.
- b. A degree in a field related to the experience in Section 2(a).

3. As compensation for the provision of the services spelled out in Exhibit A, ESCOG shall pay the County as follows:

- a. ESCOG shall make recurring payments for the life of the contract to the County based on a detailed billing provided by Inyo County on January 1, March 1, June 1, and September 1 of each year in the amount equal to all of the following:
 - i. The actual cost incurred by Inyo County for the salary and benefits provided to the Wildfire Preparedness Coordinator during the preceding quarter; and
 - ii. Actual travel expenses incurred by the Wildfire Preparedness Coordinator during the preceding quarter; and
 - iii. Actual fixed or variable costs associated with this position, including but not limited to technology, space utilization, or other related expenses; and
 - iv. A fixed contract administration fee in the amount up to 15% of item 3(a)(i) to cover “overhead” expenses related to this position being paid via Inyo County payroll.
- b. It is understood by and between the parties that the Wildfire Preparedness Coordinator may spend time on tasks that are not related to ESCOG. In anticipation of this, the Wildfire Preparedness Coordinator will accurately track time in a County system such that the actual time spent on ESCOG activities may be billed within a given quarter. Quarterly reports on actual time spent on ESCOG activities shall be provided to the ESCOG Board on a regular basis. The County will not bill ESCOG for any portion of the Wildfire Preparedness Coordinator’s time that is not spent on tasks that are performed at ESCOG’s request or direction.
- c. ESCOG and the County recognize that, as a member of ESCOG, the County is obligated to make an annual payment to ESCOG pursuant to section 5.01 of the ESCOG JPA Agreement. The County and ESCOG agree that ESCOG may offset any money due to the County pursuant to this contract by the amount of the County’s annual contribution to ESCOG under the JPA Agreement.
- d. The total sum of all payments made by ESCOG to the County for services and work performed under this Agreement shall not exceed \$150,000 for the first year of the contract (the “not-to-exceed amount”). For each subsequent year of the contract, the not-to-exceed amount shall be calculated as the previous year’s not-to-exceed amount, plus 10%.

4. The Parties understand and agree that the costs that the County incurs to employ a Wildfire Preparedness Coordinator—and therefore the costs that ESCOG is obligated to pay the County—will fluctuate over time. By way of example only, the Wildfire Preparedness Coordinator may receive merit or cost of living wage increases over the life of the contract, or the County may employ different individuals whose different experience merits different base salaries over the life of the contract. While the County shall have the sole authority to set the compensation and benefits and dictate the terms and conditions of employment for the Wildfire Preparedness Coordinator, the County shall endeavor to inform ESCOG’s fiscal staff of any anticipated changes to the costs associated with the County’s employment of a Wildfire Preparedness Coordinator as soon as the County becomes aware of anticipated changes.

5. The County shall send invoices for services to ESCOG in care of its fiscal staff or such other individual as ESCOG may designate, on the dates listed in section 3(b). Invoices

shall be itemized to describe the costs incurred by the County. ESCOG shall pay invoices within 30 days of receipt.

6. This Agreement shall remain in full force and effect until terminated by any party, without cause, by supplying 120 days' written notice of termination to the other party. Either party may also terminate this agreement at any time due to the other party's failure to perform its obligations under the contract, through oral or written notice to the other party (effective immediately).

7. All acts of the County, 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 ESCOG. The individuals assigned by the County to perform work under this Agreement shall at all times remain employees of the County and not of ESCOG. The County, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of ESCOG. Except as provided expressly in Exhibit A, the County has no authority or responsibility to exercise any rights or power vested in ESCOG. No agent, officer, or employee of the County is to be considered an employee of ESCOG. It is understood by both the County and ESCOG that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

8. 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.

Execution:

This Agreement shall be deemed entered into as of March 1, 2025 regardless of when actually approved or executed by the parties hereto.

<p>EASTERN SIERRA COUNCIL OF GOVERNMENTS, a joint powers authority</p> <p>By: <u>Stephen JC Muchovej</u> <small>Stephen JC Muchovej (Mar 1, 2025 16:40 PST)</small></p> <p>Stephen Muchovej, Chair ESCOG Board of Directors</p> <p>APPROVED AS TO FORM: <u>Grace Weitz</u> <small>Grace Weitz (Mar 1, 2025 16:28 PST)</small></p> <p>ESCOG Counsel</p>	<p>INYO COUNTY, a political subdivision of the State of California</p> <p>By: _____ Scott Marcellin, Chairperson Inyo County Board of Supervisors</p> <p>APPROVED AS TO FORM: <u>John-Carl Vallejo</u> <small>John-Carl Vallejo (Mar 3, 2025 11:56 PST)</small></p> <p>County Counsel</p>
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Exhibit A

Scope of Work

Wildfire Preparedness Coordinator Services

- Support regional interagency coordination to understand and communicate operational procedures for inter-jurisdictional project implementation between the Inyo National Forest, ESCOG, and other partners, including but not limited to:
 - Financial procedures, in particular identifying potential obstacles presented by using different funding sources
 - Project approval requirements
 - Appropriate contracting mechanisms for project implementation.
- Assists in the coordination of Inyo National Forest Liaison and California Department of Fish and Wildlife Proposition 1 grant activities – Eastern Sierra Pace and Scale Accelerator grant implementation.
- Partner with representatives from Inyo and Mono Counties, established wildfire mitigation groups (fire safe councils) within the region, the California Fire Safe Council Regional Coordinators, local volunteer fire departments, local tribal entities and landowner/management agencies to build a coordinated, region-wide wildfire mitigation strategy.
- Educate, encourage, and develop region-wide collaboration and coordination among wildfire mitigation groups, improving overall wildfire resiliency strategies and community preparedness.
- Build relationships between existing wildfire mitigation groups, connecting these groups with region-wide emergency management officials, collaborating on fire mitigation projects, sourcing, and assisting with region-wide wildfire grant applications, and performing outreach and communication across the region.
- Develop a census of all active wildfire mitigation groups, community stakeholders, landowner/management agencies, local tribes, contact points, and current collaboration efforts and projects.
- Build a system to track these groups and efforts, including researching and implementing software and project management tools, and integrate this information into a regional database.
- Develop relationships with these groups and host regular communications/meetings between existing wildfire mitigation groups and region-wide officials
- Assist with the development and implementation of agency communications, including website posts and updates, email marketing, newsletters and brochures for relevant project updates and inter-jurisdictional collaboration. Analyze gaps in region-wide wildfire resiliency and emergency preparedness and develop recommendations on how to fill those gaps
- Schedule meetings with wildfire mitigation groups to coordinate and connect their existing and planned wildfire mitigation projects
- Build a system to track groups/projects
- Become a stakeholder in the Regional Forest and Fire Capacity Program to assure

local projects are integrated into the regional database

- Assist with grant sourcing and provide technical support with region-wide wildfire grant applications.
- Attend monthly check-ins with the California Fire Safe Council Regional staff.
- Provide regular updates to the ESCOG Board on work accomplished.
- A workplan with quarterly goals shall be prepared and provided to the ESCOG Board within the first three months following the start date of this contract.



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 11, 2025

Reference ID:
2025-75

Consideration and Adoption of California's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Adopt "California's Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience," as published by The California Wildfire and Forest Resilience Task Force as a guiding document in the County's effort for resource protection, community investment, and public safety.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County, and the greater Eastern Sierra region, predominately relies upon outdoor recreation and tourism as its economic engine. For this engine to remain sustainable, access to public land managed by federal agencies including the United States Forest Service, Bureau of Land Management, and National Park Service is critical. These lands are also vital ecosystems with significant ecological value, and are seen by many as a national treasure unlike any other in the world. Despite certain protections, these lands are under pressure from both overutilization and the threat of climate change - including catastrophic wildfires. The impact of a natural disaster such as wildfire takes many years, as well as significant economic and human resources to recover from. As these lands feel the impacts of disaster and overuse, their ability to serve their purpose for ecosystem and economic health are severely impeded.

The California Wildfire and Forest Resilience Task Force published "California's Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience," (herein referred to as "Strategy") in March 2023. This Strategy includes a number of key actions, broken into stated goals which are intended to help guide local agency actions who care about and depend on these landscapes. By adopting this Strategy, Inyo County joins other regional partner agencies, including the Town of Mammoth Lakes and the Eastern Sierra Council of Governments, in recognizing the value of our public lands and the important role they play for our communities, constituents, and visitors.

Adopting this Strategy should also enhance the County's eligibility to receive state and federal funding for initiatives aimed at furthering our sustainable utilization of this landscape, including but certainly not limited to programs such as Proposition 4, the Great American Outdoors Act, Land Water Conservation Fund, and other similar funding opportunities.

While taking this action will clearly put a stake in the ground with respect to Inyo County's position with regard to the importance of public land and highlight the important intersection between recreation and wildfire, in no way is it binding nor obligating the County toward specific action. Rather, the Strategy is a means to further define the priorities set out in the Inyo County Strategic Plan and is intended to integrate and augment existing efforts at the federal, state and local level.

The Strategy consists of four significant priority areas:

- 1. Integrate Forest Health and Sustainable Outdoor Recreation** - Integrate the provision of high-quality, sustainable outdoor recreation opportunities with forest health and resilience and wildfire and climate mitigation efforts so that all people can connect to the benefits and wonders of the natural world.
- 2. Advance Inclusion and Access for All Throughout California** - Plan for and provide a diversity of outdoor recreation opportunities to foster inclusive and equitable access for all Californians.
- 3. Promote the Health and Well-being of All Californians through Outdoor Recreation** - Provide health information, training, and alternative recreation opportunities that promote the health and well-being of all people, with consideration of people's needs before, during, and after wildfires and other natural disasters.
- 4. Support Economies that Enhance Sustainable Outdoor Recreation** - Foster and support robust and diversified economies that enhance sustainable outdoor recreation while investing in the resilience necessary to withstand the impact of climate change, wildfires, and other disasters.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to adopt this strategy framework. This is not recommended as formally adopting this strategy comes with little obligation for the County, yet likely better positions the organization in the future to access funding aimed at furthering climate resilience and sustainable recreation efforts.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection
Economic Enhancement | Sustainable Recreation Initiatives
Economic Enhancement | Collaborative Regional Economic Development

APPROVALS:

Nate Greenberg	Created/Initiated - 2/28/2025
Darcy Israel	Approved - 2/28/2025
Keri Oney	Approved - 2/28/2025
Amy Shepherd	Approved - 3/3/2025
John Vallejo	Approved - 3/3/2025
Nate Greenberg	Final Approval - 3/3/2025

ATTACHMENTS:

1. Joint Strategy for Sustainable Recreation



CALIFORNIA
WILDFIRE
& FOREST
RESILIENCE
TASK FORCE

CALIFORNIA'S JOINT STRATEGY FOR SUSTAINABLE OUTDOOR RECREATION & WILDFIRE RESILIENCE

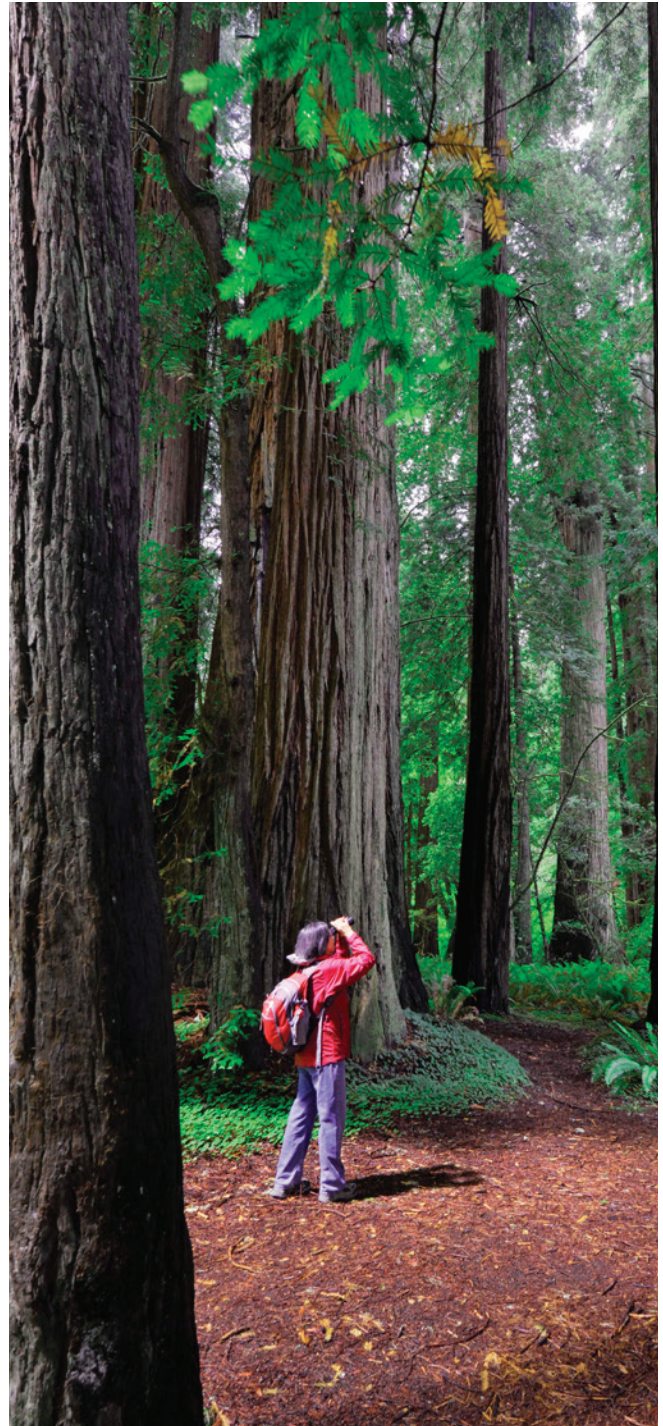


PREPARED FOR THE CALIFORNIA WILDFIRE
AND FOREST RESILIENCE TASK FORCE
DECEMBER 12, 2022



LAND ACKNOWLEDGEMENT

California is home to some of the most beautiful and celebrated landscapes on Earth. More than 100 Native American tribes have stewarded and protected California's lands and waters from time immemorial through the present day. Often, places valued as recreation sites today hold significant cultural and ecological importance for Indigenous peoples. Acknowledging California as the homeland of Native American tribes is just a small step to take in the spirit of truth and healing. This Joint Strategy attempts to elevate California Native governments, communities, peoples, and priorities into the collective thinking about sustainable outdoor recreation, inclusive access to the outdoors, and wildfire resilience. Realizing the privilege of those who recreate outside, this Joint Strategy hopes to contribute to further discussions of appropriate and respectful public access to valued and significant places.



Birdwatching at the Stout Memorial Grove in Jedediah Smith Redwoods State Park, CA. Credit: John Chao, Redwood National and State Parks

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KEY PEOPLE





EXECUTIVE COMMITTEE

STATE:

Wade Crowfoot, Co-Chair – California Natural Resources Agency

Joe Tyler – CAL FIRE

Yana Garcia – CalEPA

Sam Assefa – Office of Planning and Research

FEDERAL:

Jennifer Eberlien, Co-Chair – U.S. Forest Service, Pacific Southwest Region

Richard Barhydt – U.S. Forest Service, Pacific Southwest Research Station

LOCAL:

Ed Valenzuela – California State Association of Counties

Doug Teeter – Rural Counties Representatives of California

TRIBAL:

Don Hankins – Indigenous Stewardship Network

SUSTAINABLE RECREATION/CALREC VISION Key Working Group

Alexandra Stehl, Deputy Director, Strategic Planning and Recreation Services Division – CA State Parks

Andrew Burrows, Lead California Outdoor Recreation Planner – Bureau of Land Management

Haley Caruso, Co-Lead of Recreate Responsibly CA and REI Manager of Brand Engagement & Impact – Recreate Responsibly CA and REI

Katherine Toy, Deputy Secretary for Access – CA Natural Resources Agency

Katy Parr, El Dorado National Forest Public Services Staff Officer – U.S. Forest Service, Pacific Southwest Region

Kevin Wright, Policy & Steering Committee Member – CA Landscape Stewardship Network

Norma Edith García-Gonzalez, Director – Los Angeles County Department of Parks & Recreation

Paul Michel, Regional Policy Coordinator, West Coast Region – NOAA

Ray Murray, Chief of Partnerships – National Park Service





SUSTAINABLE RECREATION/CALREC VISION Leadership Team

Jim Bacon, Director of Public Services, Co-Lead – U.S. Forest Service, Pacific Southwest Region

Angela Avery, Executive Officer, Co-Lead – Sierra Nevada Conservancy

Nancy Parachini, Deputy Director of Public Services – U.S. Forest Service, Pacific Southwest Region

Nora Campbell, Strategic Planner – U.S. Forest Service, Pacific Southwest Region

Matt Driscoll, Eastern Sierra Area Representative – Sierra Nevada Conservancy

John Wentworth, President/CEO – Mammoth Lakes Trails and Public Access Foundation

Rita Keil, Co-Writer/Researcher – Mammoth Lakes Trails and Public Access Foundation

Danna Stroud, Strategist – Governor's Office of Business and Economic Development

Bill Keene, Lead Writer – Climate Equity Solutions Inc.

Austin McInerney, Facilitator – Consensus and Collaboration Program, College of Continuing Education, Sacramento State University

SUSTAINABLE RECREATION/CALREC VISION MLTPA Support Team

Trevor Van Winkle, Digital Systems Manager

Jennifer Crittenden, Recorder

Andrew Mulford, GIS Manager

Kiersten Puusemp, Creative Director

Kristy Williams, Project Management Specialist

Thank you to the more than 130 representatives from federal, state, and local agencies, tribes, tribal entities, nongovernmental organizations, business interests, community groups, and stakeholders who participated in public input sessions or otherwise contributed to this plan.

This strategic plan is located on the California Wildfire & Forest Resilience Task Force website at:

www.wildfiretaskforce.org/about/action-areas/sustainable-accessible-recreation



BACKGROUND



THE CHALLENGE

A STRATEGIC CHANGE IN CALIFORNIA'S APPROACH TO SUSTAINABLE OUTDOOR RECREATION AND WILDFIRE RESILIENCE



California has faced an unprecedented wildfire crisis during the past decade that has resulted in billions of dollars in damage to local economies and infrastructure, including outdoor recreation facilities and trail systems across California. Moreover, climate change has dramatically increased the length and intensity of California's fire seasons. The 2020 fire season broke records: Five of California's six largest fires in modern history burned at the same time. More than 4 million acres burned across the state, doubling the previous record. The following year, 2021, saw some of the most severe megafires in history, including the Dixie Fire, which became the largest single wildfire in state history and the first wildfire to burn across the width of the Sierra Nevada mountain range.



In August 2020, the state of California and the U.S. Forest Service announced the historic Agreement for Shared Stewardship of California's Forest and Rangelands to improve the health of California's forests and rangelands and reduce wildfire risk across the state. The following January, the state released California's Wildfire and Forest Resilience Action Plan (Action Plan), which detailed specific actions to address the wildfire crisis, and convened the California Wildfire and Forest Resilience Task Force to implement the Action Plan.

The Mount Hough Trail System, near Quincy, CA, before and after the Dixie Fire in 2021. Credit: Ken Etzel

CALIFORNIA'S WILDFIRE AND FOREST RESILIENCE ACTION PLAN

The Action Plan contains four goals and 99 specific actions to address the wildfire crisis across California. Goal 3 contains Key Actions 3.13 and 3.14, which address the relationship between forest health and sustainable outdoor recreation:

- **Key Action 3.13 – Update Statewide Comprehensive Outdoor Recreation Plan (SCORP):** In 2021, CNRA, in coordination with State Parks, will update the Statewide Comprehensive Outdoor Recreation Plan (SCORP). The SCORP will provide a comprehensive framework and investment strategy, emphasizing equitable access to underserved communities and rural recreation-dependent communities.
- **Key Action 3.14 – Develop Joint Strategy to Improve Access to Sustainable Recreation:** In accordance with the Shared Stewardship Agreement, the USFS will coordinate the development of a joint strategy to improve access to sustainable recreation.

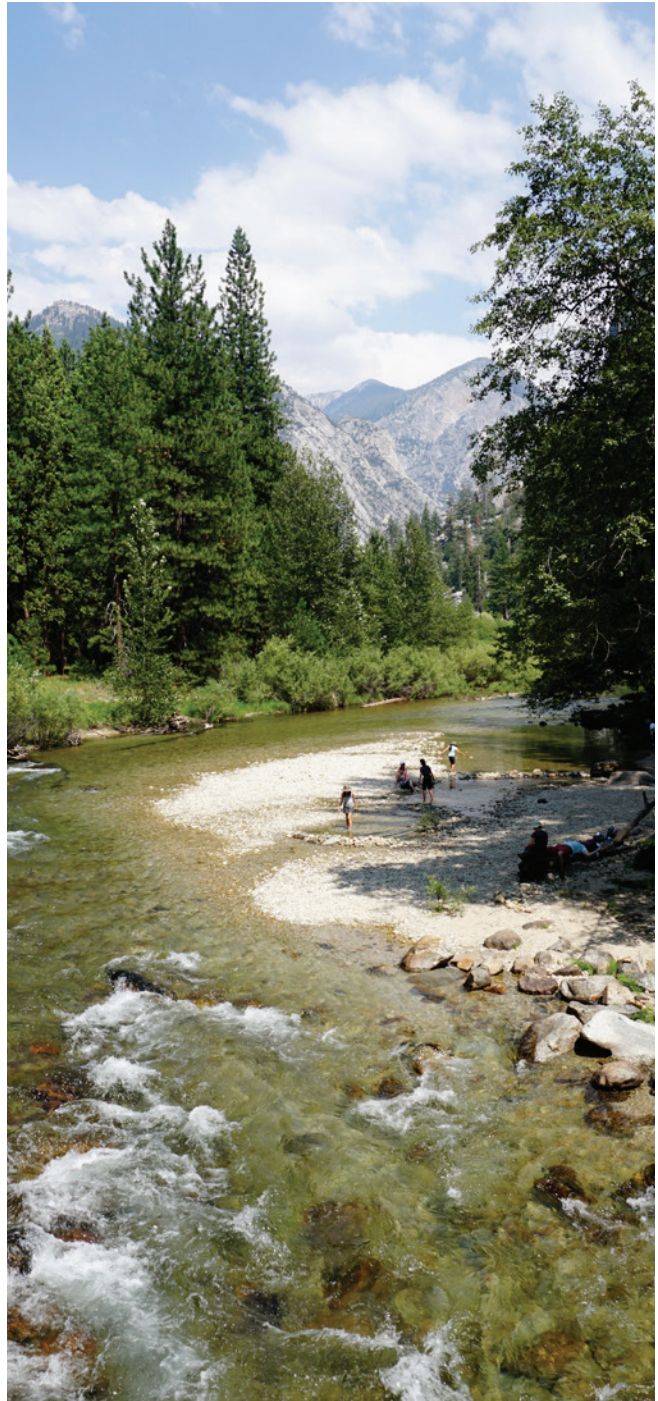
The California Wildfire and Forest Resilience Task Force assigned Key Actions 3.13 and 3.14 of the Action Plan to the Sustainable Recreation/CALREC Vision Key Working Group (Key Working Group). Key Action 3.13 was completed by the Key Working Group through consultations with the California Department of Parks and Recreation (State Parks). Please see additional discussion of Key Action 3.13 on page 13. Key Action 3.14 is the more immediate subject of this Joint Strategy document.



Firefighters and natural resource specialists apply a protective fire-shelter wrap to the General Sherman Tree in Sequoia National Park, CA, during the KNP Complex Fire in 2021. Credit: Elizabeth Wu, National Park Service

THE CALIFORNIA WILDFIRE AND FOREST RESILIENCE ACTION PLAN WAS DEVELOPED RECOGNIZING THE FOLLOWING CONDITIONS:

- Climate change increases the frequency and severity of catastrophic wildfires.
- California's diverse landscapes and communities require regionally tailored strategies and actions.
- Resilience to catastrophic wildfires requires restoring the health of our forests and diverse landscapes across the state and strengthening wildfire preparation within our communities.
- Frequent, low-intensity fire can be a positive force in improving forest health and biodiversity and forested communities' safety.
- Strengthening the linkages between the ecological health of forests and the economic and social health of rural communities is needed.
- Strong partnerships among federal, state, local, and tribal entities and private organizations are needed to address the threat of wildfire.



Visitors enjoy California's Kings Canyon National Park.
Credit: National Park Service

THE KEY WORKING GROUP AND THE JOINT STRATEGY FOR SUSTAINABLE OUTDOOR RECREATION AND WILDFIRE RESILIENCE

The Key Working Group developed the Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience (Joint Strategy) to provide a road map for improved access to sustainable outdoor recreation in an era when wildfires are having tremendous impacts on outdoor recreation opportunities throughout California. The Joint Strategy recognizes that our recreation system exists within a vast network of watersheds that stretches all the way from the headwaters in the mountains to the Pacific Ocean. Our recreation system is affected by wildfires and natural disasters in profound ways both upstream and downstream from where people recreate. The Key Working Group consisted of staff from federal and state agencies, regional and local agencies, industry, and nongovernmental organizations. The Mammoth Lakes Trails and Public Access Foundation (MLTPA) convened the Key Working Group. The Consensus and Collaboration Program of the College of Continuing Education at Sacramento State University provided facilitation. Climate Equity Solutions Inc. contributed drafting and editing services, under contract to MLTPA.



Children record observations on a clipboard at California's Channel Islands National Marine Sanctuary as part of the Ocean Guardian program.

Credit: Nick Zachar, National Oceanic and Atmospheric Administration

The Joint Strategy presents Goals and Key Actions that highlight the most important considerations for providing sustainable outdoor recreation opportunities that meet the needs of all Californians, including our most underserved and underrepresented communities, in this era of risk from wildfires. The Key Working Group engaged with tribes, experts, and stakeholders who have been affected by wildfires, smoke, and natural disasters, or who are actively engaged in providing sustainable outdoor recreation opportunities. These groups and individuals verified that the Joint Strategy sets timely, essential, and implementable goals. Participants in the Key Working Group generously shared their time, perspective, and advice on topics through a series of facilitated virtual meetings from November 2021 through November 2022.

IMPLEMENTATION

The Key Working Group will seek to create a structure to guide the implementation of the Joint Strategy under the general auspices of the California Wildfire and Forest Resilience Task Force (Task Force). The Key Working Group intends to provide regular progress reports to the Task Force and establish a program of accountability for implementing the Joint Strategy.

The Goals and Key Actions of the Joint Strategy also aim to fully integrate outdoor recreation considerations and opportunities into federal, state, local, and partner programs of work already underway. Some actions call on specific groups to act, while others present opportunities for ground-up integration of outdoor recreation into wildfire risk reduction and recovery efforts. Many of the actions are already underway at all levels of government and in local communities. The Joint Strategy was inspired by these ongoing efforts and hopes to inspire other communities and all levels of government to continue progress on such efforts. Sustained realization of the Goals and Key Actions will require time, resources, and capacity investments from the USFS, the state of California, and their partners.



Mandy Beatty cuts a section of trail in the Mount Hough Trail System near Quincy, CA, with her dog, Scout, by her side. Credit: Ken Etzel

As with other Task Force working group strategies, the Joint Strategy will be incorporated and integrated into the Task Force's Million-Acre Strategy, which serves as the Task Force's primary implementation program for the four Task Force goals. Funding needs to be secured to support the Key Working Group's continued efforts to oversee implementation of the Joint Strategy including facilitation of Key Working Group meetings, coordination with lead implementing agencies and entities, preparation of regular progress updates, participation in Task Force meetings, and general guidance of implementation activities. It is anticipated that full implementation of the Joint Strategy's Goals and Key Actions will create a sustainable outdoor recreation system in California that is resilient to wildfire and natural disasters and will lead to additional key actions needed to equitably provide the diverse and accessible recreational opportunities desired by all Californians.

CALIFORNIA WILDFIRE AND FOREST RESILIENCE ACTION PLAN KEY ACTION 3.13

Key Action 3.13 of California's Wildfire and Forest Resilience Action Plan directs the California Natural Resources Agency (CNRA) and State Parks to update the Statewide Comprehensive Outdoor Recreation Plan in 2021. The SCORP provides a comprehensive framework and investment strategy, emphasizing equitable access to underserved communities and rural recreation-dependent communities.

The SCORP is a five-year plan that establishes grant priorities to address unmet needs for public outdoor recreation land throughout California. By completing an update to the SCORP every five years, California maintains eligibility for federal Land and Water Conservation Fund (LWCF) grants.

Due to a variety of factors, the release of the 2021–2025 SCORP occurred in early 2022, as the Key Working Group convened to begin its work on the development of the Joint Strategy. As a result of this timing, representatives from the Key Working Group were able to meet with staff from the California Department of Parks and Recreation to discuss opportunities to recommend priorities and help to inform the vision of the 2026–2030 SCORP update, set to begin in 2023. During these discussions, it was acknowledged that the next update to the SCORP might be enhanced to capture the broadened scope and landscapes of outdoor recreation in California.



Enjoying a meal while camping at Bothe-Napa Valley State Park, CA. Credit: courtesy of California State Parks, 2019

It is anticipated that key actions from the Joint Strategy may be integrated into the SCORP update process and that the SCORP may become a more comprehensive framework for the next five years of outdoor recreation development, planning, and management in California.



GOALS & KEY ACTIONS

INTRODUCTION

Californians today recreate outside more than ever before, finding experiences of a lifetime in California's protected lands and waters. Statewide demand for outdoor recreation opportunities exploded during the COVID-19 pandemic, resulting in pressure to maximize or expand federal, state, and local park systems. This recent surge in outdoor recreation has led land managers and stewardship groups to renew their focus on natural resource protection and wildfire risk reduction, while providing needed recreation opportunities.



Mountain biking before and after the Dixie Fire in 2021, near Quincy, CA. Credit: Ken Etzel

The purpose of this Joint Strategy is to provide the California Wildfire and Forest Resilience Task Force with a road map for how to protect and improve sustainable outdoor recreation assets and access in the context of wildfire and natural disaster planning and response. The audience of this Joint Strategy includes the U.S. Forest Service (USFS), the state of California, land managers, and the extended outdoor recreation community. This Joint Strategy emphasizes the fact that sustainable outdoor recreation opportunities must be high-quality and resilient to meet the needs of a diverse and growing population and changing climate.

The Joint Strategy satisfies Key Action 3.14 of the California Wildfire and Forest Resilience Action Plan: "Develop Joint Strategy to Improve Access to Sustainable Recreation." The Joint Strategy contains Goals and Key Actions that will:

- 1.** Strengthen our sustainable outdoor recreation system, forest health, and resilience
- 2.** Advance inclusion and access for all Californians
- 3.** Promote the health and safety of all Californians
- 4.** Support the local economies that enhance sustainable outdoor recreation

The Key Working Group developed a set of guiding principles to serve as a foundation for the Joint Strategy and to guide agencies, organizations, and communities tasked with implementing the Goals and Key Actions.

GUIDING PRINCIPLES

The following guiding principles provide a foundation for all of the Goals and Key Actions of the Joint Strategy, ensuring that the Joint Strategy is achieved broadly and equitably across California.



Two backpackers and a ranger look at a map at Cronan Ranch Regional Trails Park in Pilot Hill, CA. Credit: Bob Wick, Bureau of Land Management

Engage in Proactive Communication – Communication is key to implementing the Joint Strategy effectively and comprehensively across California. Communication and engagement will occur at all levels, with a particular focus on ensuring that underserved and underrepresented communities, including multilingual communities, receive information and have opportunities to engage with implementation of the Joint Strategy in a timely manner and through channels that effectively reach their communities.

Prioritize Community Recovery – Implementation of the Joint Strategy will prioritize recovery for communities that have been impacted by wildfire. Multiple communities across California have been devastated by wildfire, and implementation of this Joint Strategy will support holistic recovery of the environmental, economic, and social elements of these communities.

Utilize Cross-Sector Integration – The intent of the Joint Strategy is to integrate efforts at all levels to address sustainable recreation and wildfire risk, including governmental organizations, the nonprofit and business sectors, and community organizations. Integrating the Key Actions in this plan with forest health and community-development work being done locally is the most effective way to achieve broad success.

Emphasize Transparency – Entities implementing Key Actions will be responsible for reporting on and communicating their work to the public and groups working on similar efforts across the state, using methods that ensure all interested parties are informed of their work.

Engage in Partnerships and Collaboration – Effective implementation of the Joint Strategy will require that Key Actions are implemented through ongoing and supported partnerships and collaborations between government, the nonprofit sector, business interests, and community-based organizations.

Leverage Funds – Adequate funding will be required to achieve full implementation of the Joint Strategy. Implementation will require significant commitments of resources and funding from federal, state, and local agencies, organizations, nonprofits, and business entities. In addition, all funding will be leveraged to the maximum extent to ensure that implementation occurs at a high level across California.

Engage with Tribes and Indigenous Communities – During implementation, agencies and organizations will engage with tribes and Indigenous communities to inform work on all Key Actions. Implementing agencies and organizations will work with tribes to incorporate traditional ecological knowledge (TEK) into outdoor recreation and forest health projects where appropriate.

Engage with Underserved and Underrepresented Communities – Engagement with underserved and underrepresented communities is critical to achieve diversity, equity, and inclusion in implementing the Joint Strategy. Agencies and organizations responsible for implementing Key Actions will conduct comprehensive outreach using community-specific outreach methods to ensure that affected communities are aware of, and have the opportunity to participate in and influence, the work being done under this Joint Strategy.

Use the Best Available Science and Information – Agencies and organizations responsible for implementation of the Joint Strategy are committed to using the best available science and information and sharing the results of their work within peer learning networks.

Prioritize Equity and Inclusivity – Ensuring equity and inclusion is paramount to all participants in this Joint Strategy. All agencies and organizations implementing Key Actions are committed to equity and inclusion and will engage locally and across the state to ensure that all peoples are considered during implementation of Key Actions.

Promote Wildfire and Natural Disaster Resiliency – Resilience to wildfires and natural disasters is a primary purpose of this Joint Strategy. All Key Actions are focused on ensuring that California and its residents are prepared for wildfire and natural disaster events and have the resources to achieve long-term resiliency, especially in light of climate change.



GOAL 1:

**Integrate Forest Health and
Sustainable Outdoor Recreation**



INTEGRATE FOREST HEALTH AND SUSTAINABLE OUTDOOR RECREATION

Our aim is to promote forest health and resiliency alongside sustainable outdoor recreation for all throughout California. We recognize that forest health and outdoor recreation mutually depend on one another and that our management of them needs to be integrated. This goal promotes public access and enjoyment of our forests and public lands and all the benefits that come with that while at the same time addressing the impacts and mitigating factors of outdoor recreation from catastrophic wildfires and climate effects. By ensuring healthy lands and waters, outdoor recreation users feel connected to nature in places and communities that are socially, economically, and environmentally rich and resilient.



A hiker looks at smoke from the 2021 Caldor Fire in the distance. Credit: James Townsend

GOAL 1:

Integrate the provision of high-quality, sustainable outdoor recreation opportunities with forest health and resilience and wildfire and climate mitigation efforts so that all people can connect to the benefits and wonders of the natural world.

KEY ACTIONS

1. **Maintain Public Access as the Climate Changes:** Develop climate-smart best practices toolkits and resources to be used by land-management organizations for programs and projects associated with forest and wildland health, vegetation management, transportation, and visitor use that enhance public access to outdoor recreation on public lands and waters as the climate changes.
2. **Develop Educational Materials Targeted at Reducing the Human Causes of Ignition:** Create and distribute educational materials in multiple languages targeting human causes of ignition of wildfires.
3. **Develop Integrated Communications Systems:** Establish integrated and standardized communication systems to provide consistent information to the public about forest health projects, and wildfires and other natural disasters, across jurisdictional boundaries and among federal, state, regional, and local organizations. Partner with Destination Management Organizations (DMOs), chambers of commerce, fire safe councils, cultural groups, outdoor recreation and stewardship groups, and local media to communicate in multiple languages and with digital media about closures, restrictions, smoke, and alternative facilities.
4. **Incorporate Sustainable Outdoor Recreation into the State Department of Conservation's Regional Forest Fire Capacity (RFFC) Program:** Incorporate the Key Actions from California's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience into the RFFC Program, Regional Forums, and Regional Priority Plans being developed by RFFC Program Regional Block Grantees.
5. **Add Public Education to Forest Health Projects:** Forest health projects on public lands under state and federal funding programs will include a component to educate the public about the project's purpose, techniques, and impact on outdoor recreation opportunities. Education efforts will serve to promote public safety, minimize impacts to recreation user groups, and develop public support for the value of forest health projects, including prescribed fire.



GOAL 1: Integrate Forest Health and Sustainable Outdoor Recreation

6. **Strengthen Partnerships Between Resource Conservation Districts or Other Appropriate Partners and Land Managers:** Where feasible, recreation land managers will enter into partnerships with Resource Conservation Districts and other appropriate land-management partner entities or authorities to support work including design, permitting, and construction for outdoor recreation facilities and trails and fuel reduction around communities (including fencing, water sources, etc.).
7. **Implement Multi-Benefit Projects in or Adjacent to the Wildland Urban Interface:** Implement projects in or adjacent to Wildland Urban Interface (WUI) areas that have joint wildfire risk reduction and outdoor recreation benefits, such as trails and campgrounds that can be used during fires as personnel and equipment staging areas. Where appropriate, conduct thinning, prescribed burns, and vegetation clearing around outdoor recreation infrastructure to make it more resilient to wildfire and to create defensible space for fire suppression. Within these project areas, create demonstration and interpretive areas incorporating TEK practices where people can recreate and learn about the benefits of prescribed fire and vegetation management.
8. **Design and Build Outdoor Recreation Infrastructure That Is Resilient to Climate Change and Wildfire:** Consider nature-based solutions to address climate change and wildfire risk considerations when designing, constructing, maintaining, and renovating outdoor recreation facilities. Where appropriate, relocate facilities away from floodplains, landslide areas, avalanche paths, or high-risk fire areas. Install multilingual signage identifying emergency egress and shelter-in-place protocols, and, where needed, develop additional access and evacuation points. Design and harden roads, trails, bridges, and outdoor recreation infrastructure to be fire resistant and resilient to natural disasters. When available, cross-train fire crews in sustainable trail construction to help in recovery of trails post-fire.
9. **Establish Permanent Fuel Breaks Proximate to Recreation Trails:** Where feasible and appropriate, develop permanent fuel breaks that cut across jurisdictional boundaries along or adjacent to recreation trails and infrastructure to achieve multiple wildfire risk reduction and response benefits. Locate fuel breaks near trails to provide access for prescribed fires and fire suppression. In wilderness areas, consider non-permanent fuel breaks to protect resources.
10. **Use Data to Prioritize Wildfire Risk Reduction Treatments in Outdoor Recreation Areas:** Assess community and outdoor recreation asset vulnerability through the use of data developed by the Task Force, such as Planscape, and the Key Working Group (California Recreation Opportunities GIS Map) to develop priorities for treatment around outdoor recreation areas based on likelihood of ignition and vulnerability to the impact of wildfire. In particular, focus prioritization of treatments adjacent to campgrounds, trails, and trailheads.



GOAL 1: Integrate Forest Health and Sustainable Outdoor Recreation

11. **Create Wildfire Evacuation Plans for At-Risk Outdoor Recreation Areas:** In coordination with local government and using specific evacuation planning tools (e.g., Zonehaven and CAL FIRE's Evacuation Guide), outdoor recreation providers including park agencies, private resorts, and other entities will create, regularly update, and implement and maintain evacuation plans that identify assets and areas most at risk, and safe evacuation routes and staging areas for shelter-in-place.
12. **Create California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) Programmatic Exemptions/Exclusions for Recreation Trails Located Within Treatment Areas:** Create Categorical Exclusion(s) under NEPA, and Categorical Exemption(s) under CEQA, for recreation trails located within treatment areas that have already undergone previous environmental review.



John Rice, general manager of California's Sierra-at-Tahoe Resort, looks out from a burnt lift shack at ski runs burned by the Caldor Fire in 2021.

Credit: Katie Hunter, Sierra-at-Tahoe Resort



Leadership from the U.S. Forest Service, Sierra Nevada Conservancy, and CAL FIRE discuss the effect of vegetation treatment on burn severity during the Caldor Fire in 2021. Credit: John Wentworth

GOAL 2:

**Advance Inclusion and Access
For All Throughout California**



ADVANCE INCLUSION AND ACCESS FOR ALL THROUGHOUT CALIFORNIA

California and its partners must build upon and expand an inclusionary culture of sustainable outdoor recreation, promoting equitable access across California’s public lands and waters that reflects the diversity of all peoples and the legacy of our Native American history, culture, and use. Inspired by the California Natural Resources Agency’s Outdoors for All initiative, our work will strive to address long-standing environmental, social, and economic inequities in our society that have resulted in physical and societal barriers to outdoor recreation access for underserved and underrepresented residents. Improvements to outdoor recreation access, including planning, programming, and infrastructure, will be co-created with communities, forest health, and wildfire response partners and designed around community values to be resilient to increasingly frequent wildfires and natural disasters. Advancing equitable access will require a high level of engagement with underserved and underrepresented populations to prioritize and implement integrated outdoor recreation access and wildfire risk reduction, resiliency, and recovery actions that provide respite for these communities year-round and especially during times of disaster.



Posing on a bridge along the Trillium Falls Trail in Redwood National and State Parks, CA. Credit: John Chao, Redwood National and State Parks

GOAL 2:

Plan for and provide a diversity of outdoor recreation opportunities to foster inclusive and equitable access for all Californians.

KEY ACTIONS

1. **Create Statewide School Programming:** Federal, state, and local agencies will engage and collaborate with the California Department of Education to develop place-based virtual and in-person programming that educates students about the value of outdoor recreation and natural resources, including topics such as Traditional Ecological Knowledge, responsible recreation, fire-prone landscapes, safety, and how to participate in stewardship projects.
2. **Create Interpretive, Historical, and Stewardship Educational Opportunities at Key Recreation Facilities:** Where feasible, create interpretive, historical, and stewardship education to educate the public at key outdoor recreation facilities across the state.
3. **Minimize Impact of Wildfire-Related Area and Facility Closures to Public Access and Recreational Use:** Target outdoor recreation site and area closures to the minimum area and time periods deemed appropriate to mitigate threats and minimize impact to the recreating public and commercial providers. Land managers should engage with relevant public and commercial recreation interests and DMOs on reopening plans, with a particular focus on addressing access concerns of underserved and underrepresented communities.
4. **Engage with Local Communities During Post-Fire Recovery Planning to Expedite the Resumption of Outdoor Recreation Access:** After fires, coordinate and engage with local communities on post-fire recovery plans, including activities aimed at expediting the return of public access. Within burned areas, prioritize forest health, hazard tree and vegetation removal near trails, slope stabilization around trails, and restoration of park and outdoor recreation facilities lost in wildfires. Where appropriate, utilize local workers, volunteers, conservation corps, or tribal capacity such as the Tiüvac'a'ai Tribal Conservation Corps to assist in post-fire restoration of outdoor recreation infrastructure and trails.
5. **Explore Creating an Online Outdoor Recreation Opportunities Resource:** Explore creating a one-stop online outdoor recreation resource for visitors to research local, regional, and state recreation opportunities based on interest and location. The online resource may contain information on how to prepare for visits to outdoor recreation areas, including information on responsible recreation, how to obtain permits, and what recreational uses are allowed. The resource may also serve as a multilingual communication tool to identify outdoor recreation facilities that are closed due to natural



GOAL 2: Advance Inclusion and Access For All Throughout California

disasters or emergencies. Where possible, coordinate with existing information platforms that provide similar services. Alternatively, agencies may maintain a multi-jurisdictional, centralized map of outdoor recreation assets (campgrounds, trailheads, etc.) and link out to existing agency platforms for additional information from the land-management agency.

6. **Conduct a Multi-Agency Social Science Survey to Gauge the Current Needs of Outdoor Recreation Users:** State and federal land-management agencies will develop a simple methodology and conduct a joint statewide survey to identify current and emerging use and demand, barriers to outdoor access, and the desired critical outdoor recreation needs and uses of our communities, with a particular emphasis on underserved and underrepresented communities. The survey will be shared broadly with California's public-land managers and private outdoor recreation lands operators at all scales well in advance of survey implementation to encourage broad data collection across California's lands and communities. The survey will be designed to be repeatable over time and at different geographic scales.
7. **Develop Outdoor Recreation Infrastructure Across the State That Provides for a Diversity of Recreation Experiences:** Where a local community has identified a need for more outdoor recreation opportunities and uses, land-management agencies will look to collaborate and partner with the local community (counties, cities, towns, special districts) to plan for, fund, build, and maintain climate-resilient outdoor recreation infrastructure, facilities, and trail systems that will increase the diversity of recreation opportunities in that local community.



GOAL 3:

Promote The Health and Well-Being of All Californians Through Outdoor Recreation



PROMOTE THE HEALTH AND WELL-BEING OF ALL CALIFORNIANS THROUGH OUTDOOR RECREATION

California and its partners are committed to providing outdoor recreation opportunities that nurture the mental, physical, spiritual, and emotional health and safety of all people while protecting our natural resources. Wildfires and other natural disasters can impede access to outdoor recreation at a time when people need it most for their well-being. To address this need for outdoor recreation opportunities before, during, and after natural disasters, we will communicate proactively with residents and visitors to promote the healthy enjoyment of outdoor recreation, inform people of where facilities are available, and apprise people of how to avoid smoke exposure and other risk factors. We will prioritize the development of resilient recreation opportunities that can function as alternative sites when other facilities are closed or inaccessible. The development of safe places to recreate is vitally important in ensuring safe access for all.



Children play in the snow near California's Sierra-at-Tahoe. Credit: Brian Walker, Sierra-at-Tahoe

GOAL 3:

Provide health information, training, and alternative recreation opportunities that promote the health and well-being of all peoples, with consideration of people's needs before, during, and after wildfires and other natural disasters.

KEY ACTIONS

1. **Improve Air Quality Advisory Communication:** Refine existing air quality communication tools, such as the California Smoke Spotter Application (app) and EPA AirNow, so that more users are aware of the tools, information is available in multiple languages, and users are advised of preventative measures to reduce their exposure. Focus the awareness campaign and information on those who are more likely to be exposed to air quality impacts including smoke, such as outdoor recreation workers.



Smoke from the Woolsey Fire in 2018, seen from Topanga, CA. Credit: Peter Buschmann, U.S. Forest Service

2. **Train First Responders, Community Planners, and Outdoor Recreation Staff in Mental Health First Aid and Utilize Medical Reserve Corps and Similar Volunteer Groups to Provide Psychological Support During Disasters:** Create a state program to train all first responders, community planners, and outdoor recreation field staff in mental health first aid to support communities during and after wildfires and other natural disasters. Share models and best practices for how to utilize medically trained volunteers to provide psychological support during and after disasters.
3. **Build Partnerships Between the Health and Outdoor Recreation Sectors:** Pursue the environmental elements of the Health in All Policies approaches of the California Department of Public Health and the Centers for Disease Control and Prevention by creating and maintaining partnerships

between public health entities and the outdoor recreation sector. Partnerships will identify and seek to implement projects with co-benefits for health and outdoor recreation, such as prescriptions to spend time outdoors, smoke safety and extreme heat guidance, community-based planning of desirable park features and programs, or research to document the beneficial health impacts of local outdoor recreation projects. Partnerships will share best practices and lessons learned with public health and outdoor recreation professional forums.

4. **Increase Opportunities for Indoor Recreation:** Develop public, multi-use indoor recreation spaces that can offer recreation when smoke and wildfire affect the safety of outdoor recreation. These spaces can also be used as information hubs, libraries, cooling centers, Local Assistance Centers, shelters, or staging areas during emergencies.



Kayaking in an indoor pool can serve as a recreation opportunity during wildfire smoke events. Credit: County of Los Angeles Department of Parks and Recreation



GOAL 4:

**Support Economies That Enhance
Sustainable Outdoor Recreation**

SUPPORT ECONOMIES THAT ENHANCE SUSTAINABLE OUTDOOR RECREATION

Communities and their sustainable outdoor recreation economies enhance the physical, social, and economic vitality of California and, by nature of their dependence on public lands and waters, often play a critical role in ensuring that public lands and waters are maintained and resilient to climate change and wildfires. These communities are well positioned to provide safe, equitable, and inclusive access to outdoor recreation opportunities. Direct recreation spending, jobs, and tourism revenue contribute prominently to these forest and gateway communities. As has been increasingly demonstrated during the past decade, climate change and massive wildfires are having a devastating impact on our communities and their recreation economies. While wildfire risk reduction is key, more should be done to ensure that our recreation-based communities can respond and recover after wildfires and other natural disasters to support community resilience, economic vitality, and local jobs.



Downtown Mariposa, CA, in close proximity to Yosemite National Park. Credit: Sylvia Matzkowiak, courtesy of the Yosemite Mariposa County Tourism Bureau

GOAL 4:

Foster and support robust and diversified economies that enhance sustainable outdoor recreation while investing in the resilience necessary to withstand the impact of climate change, wildfires, and other disasters.

KEY ACTIONS

1. **Build Sustainable Outdoor-Recreation-Based Economies:** Engage the regions of the state's Community Economic Resilience Fund (CERF), the Department of Conservation's Regional Forest and Fire Capacity (RFFC) Program, and other relevant programs to help communities transition to or enhance sustainable outdoor-recreation-based economies. Develop programs, projects, and stewardship opportunities to connect communities through recreation infrastructure and trail systems. Support the establishment of workforces for resource management, conservation, and outdoor recreation that support the economies of local connected communities.
2. **Support Fundamental Community Infrastructure:** Support planning and implementation of the fundamental infrastructure and services needed for outdoor-recreation-based economies, such as resilient and affordable housing and multi-modal transportation systems. Planning efforts may include regional baseline economic assessments to describe the businesses, industries, and workforce involved in outdoor recreation activities, and identify the strengths and deficiencies of outdoor recreation economies for rural development.
3. **Engage Communities Regarding Emergency Response and Land-Management Planning:** Engage chambers of commerce, fire safe councils, DMOs, counties, special districts, and cities and towns with land managers in emergency response planning and the creation of Community Wildfire Protection Plans. Engage with outdoor recreation groups to identify outdoor recreation assets and integrate them into emergency plans to increase the likelihood that these facilities will be protected and/or restored during a wildfire event. When possible, pre-plan roles and partnerships for communication and essential services for emergency responders (staging areas, food, lodging, etc.) that can be readily activated during disasters. Provide these plans to federal and state emergency responders during and post-fire.
4. **Create Post-Fire Educational and Marketing Materials:** Create and distribute multilingual educational materials and destination guides to encourage residents and visitors to return to outdoor recreation when it is safe. These materials will advise recreationists on allowable and responsible recreation activities and locations during active wildfire restoration and recovery. In addition, the materials will provide interpretive information on fire-adaptive ecosystems to educate the public on the impacts of fire.



GOAL 4: Support Economies That Enhance Sustainable Recreation

5. **Provide Technical Assistance to Local Businesses:** To help navigate and access disaster assistance programs, provide technical assistance to local businesses following wildfire and other natural disasters in rural and low-income outdoor recreation economies.
6. **Conduct Post-Fire Economic Studies:** Conduct economic studies in communities that have experienced wildfire, including analyses of lost revenue and tourism-related income based on data gathered before, during, and after wildfire events.
7. **Develop Post-Fire Insurance Program for the Outdoor Recreation Economy:** Include outdoor-recreation-based businesses and events in the development and administration of post-wildfire insurance programs that are both attainable and affordable.
8. **Evaluate Existing Telecommunications Infrastructure and Perform Upgrades:** Conduct a review of existing telecommunications infrastructure on public lands and prioritize upgrades and/or replacements to ensure that communications in affected communities remain active and accessible during a wildfire.



UTVs compete at the King of Hammers event in California's Johnson Valley OHV Area. ATVing and recreational motorcycling generated \$8 billion in GDP nationally in 2021, according to the Bureau of Economic Analysis. Credit: Bureau of Land Management



POLICY & CONTEXT

STATE & FEDERAL POLICIES



The Annual Pheasant Hunt at the Sacramento River Bend Outstanding Natural Area, CA, where youth and women can learn safe hunting techniques and traditional practices. Credit: Eric Coulter, Bureau of Land Management



Fisheries and recreation employees teach local third-graders to fish on Kids Fishing Day at Shasta Lake, CA. Credit: U.S. Forest Service

The following section describes the state and federal policies that authorized, inspired, and guided the creation of this Joint Strategy.

In 2018, the Governor's California Forest Management Task Force, comprising key agencies, stakeholders, and partners, was established to introduce a more holistic, integrated approach toward effective forest management. The California Forest Management Task Force's purpose was to develop a framework for establishing healthy and resilient forests that can withstand and adapt to wildfire, drought, and a changing climate.

In 2020, the state of California and the U.S. Forest Service Pacific Southwest Region entered into the Agreement for Shared Stewardship of California's Forest and Rangelands (Shared Stewardship Agreement). The California Forest Management Task Force, since renamed the California Wildfire and Forest Resilience Task Force (Task Force), released the California Wildfire and Forest Resilience Action Plan (Action Plan) in 2021 to serve as a road map for implementing the Shared Stewardship Agreement and for aligning the state's efforts with other federal, regional, local, tribal, and private organizations. The reconstituted Task Force convened in the spring of 2021 to develop strategies to implement the Action Plan.



Also in 2020, the Mammoth Lakes Trails and Public Access Foundation (MLTPA) convened an advisory committee of governmental and nongovernmental organizations (including the state of California and the U.S. Forest Service) to develop objectives for sustainable outdoor recreation as part of the white paper CALREC Vision: Cross-Jurisdictional Collaboration to Advance Sustainable Outdoor Recreation in California, which was published in January 2021. The map later in this section shows MLTPA's analysis of outdoor recreation lands identified by land-management agency throughout the state.

In 2022, the Pacific Southwest Region of the U.S. Forest Service named "Visitor Experiences and Public Access" as one of three strategic priorities. The Pacific Southwest Region aims to "[ensure] that all those who set foot on National Forest System lands feel welcomed and have broad opportunities to recreate in sustainable ways."

Within both the Shared Stewardship Agreement and the Action Plan, there are action items that describe the need to integrate sustainable outdoor recreation and enhanced access to recreation resources into forest resilience and wildfire planning efforts across California. To address this need, the Task Force tapped the USFS, the state of California, and MLTPA to form the Sustainable Recreation/CALREC Vision Leadership Team. The Leadership Team subsequently convened and facilitated the Sustainable Recreation/CALREC Vision Key Working Group to begin work on these action items.

Consistent with Action 7 of the Shared Stewardship Agreement, the Key Working Group has worked under Goal 3 of the Action Plan ("Manage Forests to Achieve the State's Economic and Environmental Goals"), specifically focusing on Key Actions 3.13 and 3.14. These Key Actions are as follows:

Key Action 3.13 – Update Statewide Comprehensive Outdoor Recreation Plan (SCORP): In 2021, CNRA, in coordination with State Parks, will update the Statewide Comprehensive Outdoor Recreation Plan (SCORP). The SCORP will provide a comprehensive framework and investment strategy, emphasizing equitable access to underserved communities and rural recreation-dependent communities.

Key Action 3.14 – Develop Joint Strategy to Improve Access to Sustainable Recreation: In accordance with the Shared Stewardship Agreement, the USFS will coordinate the development of a joint strategy to improve access to sustainable recreation.



"Land-management agencies and their outdoor recreation partners work with the knowledge that increased resource impacts, uncertain public funding, and rising recreation demand are becoming 'the new normal' for California. With this in mind, collaboration by willing partners across jurisdictions to achieve the environmental, economic, and social benefits of sustainable outdoor recreation in California is essential."

- CALREC Vision: Cross-Jurisdictional Collaboration to Advance Sustainable Outdoor Recreation in California" MLTPA, 2020



Outdoor recreation lands in California per federal and state land-management and relevant state agencies. Credit: "CALREC Vision: Cross-Jurisdictional Collaboration to Advance Sustainable Outdoor Recreation in California" MLTPA, 2020

SUPPORTING DOCUMENTS AND POLICIES

While not exhaustive, the following documents, along with brief summaries of each, were identified by the Leadership Team as foundational to the Joint Strategy.

Agreement for Shared Stewardship of California’s Forest and Rangelands between the State of California and the USDA, Forest Service Pacific Southwest Region (2020, page 7) In Action 7 of the Shared Stewardship Agreement, the state and USFS commit to improving access to sustainable recreation by fostering opportunities that better serve California’s diverse populations.

CALREC Vision: Cross-Jurisdictional Collaboration to Advance Sustainable Outdoor Recreation in California (MLTPA, 2021) The CALREC Vision white paper emphasizes the importance of developing a common vision for sustainable outdoor recreation among multi-jurisdictional partners through cross-jurisdictional collaboration. Local, state, and federal agencies have the opportunity to coordinate goals, resources, and messaging around sustainable outdoor recreation to reduce operational inefficiencies and benefit the public.



Before and after photos of an outdoor amphitheater at California’s Big Basin Redwoods State Park, which burned during the CZU Complex Fire in 2020.

Before photo credit: Allie Caulfield. After photo credit: Cal OES

Executive Department, State of California, Executive Order N-82-20 (2020, pages 2–3) This executive order, signed in 2020, directs the California Natural Resources Agency and other relevant state agencies to develop methods to conserve 30% of state lands and waters by 2030 while expanding equitable outdoor access and recreation for all Californians. The order directs state agencies to engage with diverse recreation communities, establish the Biodiversity Collaborative, support efforts to conserve 30% of the state’s land and coastal waters by 2030, and expand equitable access and recreation for all Californians.

U.S. Forest Service, USDA, Connecting People with America’s Great Outdoors: A Framework for Sustainable Recreation (2010) The Framework outlines the opportunities and challenges in providing sustainable outdoor recreation opportunities for the public. The USFS sets goals of: (a) offering diverse outdoor recreation opportunities in partnership with local communities and providers, (b) protecting natural, cultural, and scenic resources, and (c) strengthening sound and sustainable processes. The Framework provides guiding principles that connect people with natural and cultural heritage, promote a healthy lifestyle, embody sustainability in all programs, prioritize community engagement, recognize National Forests and Grasslands as part of a larger interconnected landscape that includes communities, and integrate recreation into the larger agency mission.

Conserving and Restoring America the Beautiful (2021) This report responds to the 2021 Executive Order 14008, Tackling the Climate Crisis at Home and Abroad, recommending steps that the United States should take in partnership to achieve the goal of conserving at least 30% of lands and waters by 2030. The report recommends conserving lands and waters for the benefit of all people and expanding access to sustainable outdoor recreation.



Enjoying redwood trees at Big Basin Redwoods State Park, CA. Credit: Allie Caulfield

CURRENT TRENDS & NEEDS

Outdoor recreation connects people with nature while improving their overall health and quality of life. Following years of steady increases in the number of outdoor recreationists, COVID-19 pandemic shutdowns resulted in a surge of outdoor recreational use of public lands and waters. The increased demand for outdoor recreation benefits local economies that depend on recreation for jobs, economic output, sense of place, and quality of life. However, the increased number of outdoor recreationists necessitates more resources for user support, natural resource management, and wildfire risk reduction. The following section summarizes findings of recent studies that focus on trends in outdoor recreation and its social, economic, and environmental effects on communities.

OUTDOOR RECREATION PARTICIPATION

Demand for outdoor recreation is at an all-time high. As of 2021, approximately half of all adults across the United States participate in outdoor recreation on at least a monthly basis. About 20% of participants may be new to outdoor recreation since the start of the pandemic (Taff et al., 2021). The number of outdoor recreationists is expected to hold steady in the near term, as people who tried outdoor recreation for the first time in 2020 have continued to participate in 2021 (Outdoor Foundation, 2022). In national surveys, nine in 10 people express support for outdoor recreation and local parks, agreeing that



Admiring wildflowers along California's Pacific Crest National Scenic Trail.

Credit: Bob Wick, Bureau of Land Management

outdoor recreation access is a very important factor when choosing a place to live and that outdoor recreation is an important service provided by their local government (National Recreation and Park Association, 2022).

Wildfires can have a range of effects on participation in outdoor recreation activities, depending on the location and severity of the fire and smoke. Recreationists may avoid areas with active fires, instead choosing to visit nearby areas with lower wildfire and smoke impacts. However, some people may visit areas that have experienced recent low-severity fires or prescribed burns, perhaps out of habit or curiosity (Miller et al., 2022). Popular recreation areas can experience the return of near-typical demand for recreation soon after a wildfire (White et al., 2020). The cross-jurisdictional nature of wildfire, along with increasing demand for outdoor recreation, emphasizes the need for collaborative adaptation and management strategies such as those outlined in the Key Actions of this Joint Strategy.

OUTDOOR RECREATION AND THE ECONOMY

Outdoor recreation provides significant benefits to California's economy. According to the Bureau of Economic Analysis, outdoor recreation provided \$54.7 billion to California's gross domestic product (GDP) in 2021, making California the state with the largest outdoor recreation economy in the nation. In addition, California ranked first in the nation for outdoor recreation jobs and compensation in 2021, with 517,238 jobs and \$28.3 billion in compensation (Bureau of Economic Analysis, U.S. Department of Commerce, 2022). Outdoor recreation in the USFS Pacific Southwest Region provided people with \$1.8 billion in well-being value (adapted from Rosenberger et al., 2017).



The Woolsey Fire burns near the coast in 2018 in Los Angeles and Ventura counties, prompting smoke advisories in Los Angeles, Ventura, Orange, Riverside, and San Bernardino counties. Credit: Peter Buschmann, U.S. Forest Service

Outdoor recreation businesses and amenities have a positive effect on rural economies. Research shows that rural counties with outdoor recreation amenities have gained population, while those without recreation amenities have lost population (Headwaters Economics, 2019). Outdoor recreation often bolsters entire economies of rural places by attracting entrepreneurs, new businesses, health care professionals, construction workers, and retail employees (Headwaters Economics, 2018).

Despite the economic benefits of recreation across California, including the rapid rise in recreation use that has benefitted the state's overall economy, there are many communities affected by wildfires that have yet to recover economically to pre-fire recreation levels. While there is sparse data in California regarding the economic impact of wildfires on these communities, a 2019 study in Utah estimated that wildfires caused \$2.7 to \$4.5 million in regional economic loss from visitation per year at national parks in Utah. The losses were greatest in rural, tourism-dependent counties (Kim & Jakus, 2019). California gateway community economies may be similarly affected by wildfires. The need to quantify the economic impacts of wildfires on communities in California is identified as a Key Action in this Joint Strategy.

OUTDOOR RECREATION AND ATTITUDES TOWARD THE ENVIRONMENT

Children and adults who spend more time outside feel more connected to nature and demonstrate greater pro-environmental attitudes and behaviors (DeVillie et al., 2021). More specifically, people who engage in nature-based outdoor recreation activities report greater recognition of the threat of climate change and greater support for climate policies (Knight & Hao, 2022). Thus, access to sustainable outdoor recreation, and to places and programs to connect with nature, are critical to promoting concern for environmental resilience in the face of climate change and other human-related environmental stressors. Outdoor recreation is a primary setting where people can foster a love of the environment and a desire to protect it.



Planting seedlings on the beach at California's Monterey Bay National Marine Sanctuary. Credit: Nick Zachar, National Oceanic and Atmospheric Administration

However, outdoor recreation can pose wildfire risks. From 1992 to 2012, humans ignited the majority of wildfires in the state, creating more fires, extending the length of the typical fire season, and burning more acres than naturally occurring fires (Balch et al., 2017). While it is not known how many of these wildfires were recreation related, the need to create a system of sustainable recreation that mitigates the increasing risk of wildfires has never been more apparent.

CASE STUDIES



CASE STUDIES

SIERRA BUTTES TRAIL STEWARDSHIP: CONNECTED COMMUNITIES

The goal of Sierra Buttes Trail Stewardship is to revitalize the communities of the Lost Sierra by building and maintaining a trail system that connects the communities to each other.

The economy of the Lost Sierra region was built over the last century around mining and logging operations in Plumas, Sierra, Butte, Lassen, and Nevada counties. With those industries largely gone from the region, Greg Williams, executive director of Sierra Buttes Trail Stewardship, recognized the opportunity to create a resilient recreation and tourism economy by restoring and adding to historic mining and logging routes to form a sustainable trail system. In 2003, Williams founded Sierra Buttes Trail Stewardship, a 501(c)(3) nonprofit with the mission of developing and maintaining trails, creating sustainable-wage local jobs, and providing community members and visitors with access to world-class sustainable outdoor recreation.

Sierra Buttes Trail Stewardship's current focus is the Connected Communities Project, which includes the Lost Sierra Route proposal, a 600-mile multi-use trail network linking 15 mountain community downtowns with the surrounding public lands. This ambitious trail planning and construction effort is taking place across California's Plumas, Sierra, Butte, Lassen, and Nevada counties, as well as Washoe County in Nevada. To date, the organization has succeeded in building 125 miles of new trails and maintaining an additional 1,600 miles of existing trails. Sierra Buttes Trail Stewardship employed 72 people in 2021 and has contributed 102,993 trail volunteer hours in total, mostly on federal public land. Their success would not be possible without robust partnerships with the Tahoe, Plumas, Humboldt-Toiyabe, and Lassen national forests and all of the counties, cities, and citizen-led nongovernmental groups in the region.

On July 13, 2021, the Dixie Fire broke out, tearing through Butte, Plumas, Lassen, Shasta, and Tehama counties over 103 days. The fire grew to be the second largest wildfire in California history, at nearly 1 million acres. By the time it was contained, the Dixie Fire had destroyed the town of Greenville and burned two-thirds of the national forestland in the Lost Sierra.



Since the fire, Sierra Buttes Trail Stewardship has seen its role in the region as providing the reason people will want to stay in, rebuild, and visit the communities of the Lost Sierra. The organization is back at work restoring and building trails and hosting festivals for residents and visitors. They realized that the trails they build may help reduce the risk of future catastrophic wildfire by serving as fire breaks and access points for vegetation management. Sustainable outdoor recreation will be the keystone in the recovery of these communities. Sierra Buttes Trail Stewardship is leading the way.

Learn more about Sierra Buttes Trail Stewardship at sierratrails.org

FIRE FOUNDRY

The FIRE Foundry's mission is to recruit, train, and deploy a local firefighting and civic service workforce that increases diversity, equity, inclusion, and belonging in the fire prevention and firefighting field in Marin County. Launched in 2022, the FIRE Foundry applies a learning-while-earning model that allows participants to explore career interests, learn from a tailored college curriculum, and apply emerging fire technologies while providing financial stability for its participants. FIRE Foundry crews train in firefighting, fire prevention, and vegetation management in the Wildland Urban Interface (WUI) areas of Marin County. Their work protects open spaces, parklands, recreation facilities, water supply and energy infrastructure, homes, and businesses.

The FIRE Foundry is a collaboration between community colleges, leading universities, community organizations, and Marin County Fire to tackle the fundamental challenges of developing a diverse workforce that will work to protect communities from catastrophic wildfire and conserve the environment. The FIRE Foundry collaborates with community partners to recruit young adults from underserved communities and backgrounds traditionally underrepresented in fire-related careers.

The FIRE Foundry offers sustainable wages and wraparound services to participants, including childcare, mental health and wellness support, food, housing, mentorship, peer-to-peer community engagement, and coaching. These wraparound services are incorporated to ensure that systemic barriers are not a factor in firefighting career paths and the upward economic mobility of FIRE Foundry participants, their families, and their communities. FIRE Foundry's ultimate goal is to provide new career pathways to fire and conservation service and dismantle barriers that perpetuate poverty in local communities.

The FIRE Foundry organization is comprised of three programs: an education program, a work experience program, and a support services program. Recruits are onboarded into FIRE Foundry based on whether they are entry-level participants (not currently EMT certified) or advanced-level participants (have already



completed EMT certification). For the work experience program, Conservation Corps North Bay (CCNB) is the primary employment partner for FIRE Foundry and employs roughly 180 corps members on vegetation management and clearance crews each year. CCNB crews are representative of the communities they are serving, and thus have greater insight into the community-specific fire prevention, education, and response needs. Of CCNB's FIRE Foundry recruits, 73% were unemployed on entry to their program, and 99% lived in low-income households. In addition, over 80% identify as races and ethnicities traditionally underrepresented in fire services in Marin County and California. If recruits meet the advanced-level qualification, they are eligible to apply for other work experience options such as Marin County dispatch, defensible space, and others. For the education program, the College of Marin (COM) is the primary partner for the FIRE Foundry and provides classes specifically catered to FIRE Foundry participants as they prepare for prerequisites for Fire Academy. COM not only caters its curriculum for the community served in the program, but also provides educational services such as counseling, tutoring, and other wraparound support for the participants to be successful.

With the opportunity of paid internships, different phases of recruits (entry level and advanced), and wraparound services, FIRE Foundry participants can navigate different phases of their career path into fire service. Each program within the Foundry is built as a year-long program. However, if individuals need more time to complete classes, transition to the next phase, or navigate other hurdles, they can apply for extensions to foster smoother transitions to their next steps.

All FIRE Foundry participants are supported through a financial aid application process to provide educational assistance, financial wellness workshops, and living wages during the program. Cohorts start in January and applications open in September. Positions will be filled on an as-needed basis after January.

Learn more about FIRE Foundry by visiting firefoundry.org



LOS ANGELES COUNTY DEPARTMENT OF PARKS AND RECREATION: OVERNIGHT FAMILY CAMPING PROGRAM

In the first phase of the COVID-19 pandemic, more people than ever before looked to the outdoors as a safe place to relax, exercise, and spend time with family. There was a surge of interest in camping at a time when many state and federal campgrounds limited their capacity or shut down entirely to minimize staff and visitors' exposure to the virus or to mitigate wildfire risk.

In 2021, realizing that residents needed more access to camping, the County of Los Angeles Department of Parks and Recreation (the Department) launched a supervised Overnight Family Camping program. Initially run as a pilot, the program has proven to be immensely popular. In the summer of 2022, more than 16,000 participants spent nights under the stars at Frank G. Bonelli Regional Park, Castaic Lake State Recreation Area, Kenneth Hahn State Recreation Area, Santa Fe Dam Recreation Area, and Whittier Narrows Recreation Area. The Department selected these locations to be geographically dispersed throughout Los Angeles County, making camping accessible close to home. In addition to camping access, the program offers family-friendly activities including fishing, night hikes, live animal ambassadors, kayaking, and biking. There are program staff available on site to help first-time campers learn basic camping skills. Recreation staff and security personnel interact with participants throughout the entire experience, ensuring the program is fun and safe.

The Overnight Camping Program provides an excellent opportunity for families to enjoy outdoor fun and learn new skills close to home.

To learn more about the program, please visit parks.lacounty.gov



APPENDIX & BIBLIOGRAPHY



APPENDIX

DEFINITIONS

Multi-benefit project: The Joint Strategy effort shares the definition of “multi-benefit project” from the Department of Conservation’s Regional Forest and Fire Capacity Program (RFFC): “A project or activity which, by virtue of integrated design and planning, provides direct benefits to multiple local, regional, state, and federal strategic objectives. Multi-benefit wildfire and forest resilience projects can impact social, economic, and ecological outcomes, including social and cultural well-being, protecting and restoring tribal resources and practices, enhancing water security, forest resilience, biodiversity, workforce development, outdoor recreation and access, and carbon sequestration” (State of California Department of Conservation, 2022).

Sustainable outdoor recreation: The Joint Strategy effort shares the definition of “sustainable outdoor recreation” from the U.S. Forest Service Pacific Southwest Region Sustainable Outdoor Recreation Collaborative: “Outdoor recreational opportunities and activities that are practiced responsibly such that impacts are minimized, manageable, and mitigable over time, and meet the evolving needs of present and future generations.”

Wildfire and forest resilience: The Joint Strategy effort shares the definition of “wildfire and forest resilience” from the Department of Conservation’s Regional Forest and Fire Capacity Program (RFFCP): “Wildfire and forest resilience refers broadly to social and ecological resilience of landscapes, communities, and resources to wildfire and related disturbances and stresses exacerbated by climate change. Social and ecological dynamics are connected and inherent to forests and communities, including but not limited to biodiversity, water quality, cultural resources, recreation, and forest related economies” (State of California Department of Conservation, 2022).



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