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

July 8, 2025
8:30 A.M.

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

CLOSED SESSION

2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 –** Regarding employee organizations: Deputy Sheriff's Association (DSA); 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, and Assistant County Counsel Christy Milovich.

3) **Conference with Legal Counsel - Anticipated Litigation -** Initiation of litigation pursuant to § 54956.9(d)(4): 1 case.

4) **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 –** Name of case: *Christy Arsenith, etc., et al. v J-M Manufacturing, Inc., etc., et al.* Case No.: 24CV089313.

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) Employee Service Milestones - The Board of Supervisors will recognize employees who reached service milestones during the second quarter of 2025.

8) Public Comment
Comments may be time-limited

9) County Department Reports

CONSENT AGENDA

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

10) Approval of Minutes from the June 24, 2025 Board of Supervisors Meeting
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the Board of Supervisors meeting of June 24, 2025.

11) Amendment to Contract with The Ferguson Group for Federal Advocacy Services
County Administrator | Meaghan McCamman

Recommended Action:
Ratify and approve Amendment No. 5 to the contract between The Ferguson Group, LLC and the County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2025 to June 30, 2027 in an amount not to exceed $123,000, contingent upon Board approval of future budgets, and authorize the County Administrator to sign.

12) Legal Services Contract with Angelo, Kilday & Kilduff, LLP
County Administrator - Risk Management | Aaron Holmberg

Recommended Action:
Approve the contract between the County of Inyo and Angelo, Kilday & Kilduff, LLP, of Sacramento, CA for the provision of legal services in an amount not to exceed $75,000 for the period of June 11, 2025 through June 30, 2027, contingent upon the Board's approval of future budgets or Fiscal Years 2025-2026 and 2026-2027, and authorize the Chairperson to sign.

13) Mental Health Services Act (MHSA) Plan Update for Fiscal Year 2025-2026
Health & Human Services - Behavioral Health | Anna Scott

Recommended Action:
Approve the Mental Health Services Act (MHSA) 2025-2026 Annual Update in order to access funds under the approved MHSA Agreement, and authorize the HHS Director, as the County's Mental Health Director, to sign.

14) Contract for Liquified Propane Services for Designated County Facilities
Public Works | Michael Errante

Recommended Action:
Ratify and approve the contract between the County of Inyo and Hunt Propane of Bishop, CA for the provision of liquified propane gas in an amount not to exceed $600,000 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

15) Amendment No. 1 to LSC Transportation Planning Consultants, Inc. Contract
Public Works - Road Department | Michael Errante

Recommended Action:
Ratify and approve Amendment No. 1 to the contract between the County of Inyo and LSC Transportation Planning Consultants, Inc. of Tahoe City, CA, for the provision of on-call transportation planning services in an amount of $53,270, with a contract not-to-exceed amount of $81,270 for the period of July 30, 2024 through June 30, 2026, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget, and authorize the Chairperson to sign.

REGULAR AGENDA - MORNING

10 A.M. 16) Public Hearing on Proposed Ordinance Adopting Zone Reclassification 2024-03/Big Pine Petroleum and Proposed Resolution General Plan Amendment 2024-03/Big Pine Petroleum
Planning Department | Danielle Visuano
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:
A) Receive presentation from staff on Zone Reclassification (ZR) 2024-03/Big Pine Petroleum and General Plan Amendment (GPA) 2024-03/Big Pine Petroleum ("Projects");
B) Conduct a public hearing for the 8,957 square-foot parcel as depicted on Tentative Parcel Map 431 as Parcel 1, located at 190 N. Main Street, Big Pine (APN: 004-032-01), on the following actions:
- A proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2024-03/Big Pine Petroleum and Amending the Zoning Map of the County of Inyo to Reflect This Reclassification," and enact said ordinance; and

- A proposed resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving General Plan Amendment No. 2024-03/Big Pine Petroleum" changing the General Plan designation from Central Business District (CBD) to Residential Medium High (RMH) to best match the requested zoning and current land uses on the property; and

C) Make all required findings pertaining to both Projects as listed in the staff report; and
D) Certify the provisions of the California Environmental Quality Act as to both Projects have been met.

17) Modification of the Inyo County Groundwater Transfer Ordinance

County Counsel | John Vallejo
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

A) Waive further reading of Ordinance 1320 titled, "An Ordinance of the Inyo County Board of Supervisors Adding Chapter 7.02 of the Inyo County Code to Regulate the Transfer or Transport of Water from Groundwater Basins Located Wholly or Partially Within Inyo County, and Suspending Inyo County Ordinance No. 1004 (Chapter 18.77 of the Inyo County Code);"
B) Set enactment for July 22, 2025 in the County Administrative Center, 224 N. Edwards, Independence;
C) Approve Resolution No. 2025-27 titled, “A Resolution of the Inyo County Board of Supervisors Modifying Resolution 99-43 to Expand the Water Commission's Duties and Authority to Include Reviewing and Deciding Upon Applications For A Water Transfer or Transport Permit Pursuant to Ordinance 1320," and authorize the Chairperson to sign; and
D) Determine that these actions are exempt from the California Environmental Quality Act pursuant to 14 Cal. Code Regs., §§ 15061(b)(3), 15307, and 15308.

18) 40 Acres Community Wildfire Protection Plan Workshop and Resolution

County Administrator - Emergency Services | Kristen Pfeiler
20 minutes (15min. Presentation / 5min. Discussion)

Recommended Action:

A) Receive a presentation from the 40 Acres Fire Safe Council about the 40 Acres Community Wildfire Protection Plan; and
B) B) approve Resolution No. 2025-28 titled, "A Resolution of the Board of Supervisors of the County of Inyo Supporting the 40 Acres Community Wildfire Protection Plan," and authorize the Chairperson to sign.

19) Consideration of Board of Supervisors' Budget Narrative for Fiscal Year 2025-2026

Board of Supervisors | Assistant Clerk of the Board
10 minutes

Recommended Action:
Review and direct staff to make any desired changes to the narrative for the Fiscal Year 2025-2026 Board of Supervisors Budget Narrative.

20) Appointment of a National Association of Counties Voting Delegate

Board of Supervisors | Assistant Clerk of the Board
5 minutes

Recommended Action:
Appoint a voting delegate from the Board of Supervisors for the 2024 Annual Business Meeting and Election to be held during the National Association of Counties' 90th Annual Conference in Philadelphia, PA on Monday, July 14, 2025.

LUNCH

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

REGULAR AGENDA - AFTERNOON

22) Agricultural Commissioner/Wildlife Services Workshop

Agricultural Commissioner | Nathan Reade
30 Minutes (15min. Presentation / 15min. Discussion)

Recommended Action:
Conduct workshop with the Agricultural Commissioner and United States Department of Agriculture (USDA) California State Director on the USDA Wildlife Services program activities in counties and provide any follow-up direction to staff as necessary.

ADDITIONAL PUBLIC COMMENT & REPORTS

23) Public Comment
Comments may be time-limited

24) Board Member and Staff Reports
Receive updates on recent or upcoming meetings and projects

COUNTY OF INYO

PERSONNEL DEPARTMENT
P. O. Box 249, Independence, California 93526
760.878.0377
760.878.0465 (Fax)

MEMORANDUM

To: Department Heads

From: Jayme Westervelt, Personnel Analyst

Date: June 20, 2025

Re: Employee Service Awards for 2nd Quarter 2025

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, July 8th at 10:00 am. **Please make sure to invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.**

Name	Hire Date	Years of Service	Department Head
Penni Brown	4/16/10	15	Jeff Thomson
Alejandro Quezada	4/23/15	10	Jeff Thomson
Gordon Green	5/1/10	15	Nate Greenberg
Jill Patton	5/1/10	15	Stephanie Rennie
Shayla Brown	6/16/10	15	Stephanie Rennie
Ryan Reuther	4/23/15	10	Stephanie Rennie
Robin Henry	6/11/20	5	Stephanie Rennie
Skye Milos	6/1/10	15	Anna Scott
Colleen Wilson	5/28/20	5	Anna Scott
Denver Billing	5/28/20	5	Noam Shendar

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

July 8, 2025

Reference ID:
2025-522

Approval of Minutes from the June 24, 2025 Board of Supervisors Meeting

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Clerk of the Board	Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the Board of Supervisors meeting of June 24, 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	Created/Initiated - 6/26/2025
Darcy Israel	Final Approval - 6/27/2025

ATTACHMENTS:

1. Draft June 24, 2025 Minutes

MINUTES

County of Inyo
Board of Supervisors

June 24, 2025

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on June 24, 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, 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 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, and Assistant County Counsel Christy Milovich; No. 3 **Conference with Legal Counsel – Anticipated Litigation –** Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9: Case No. 25UC71122; No. 3A Conference with Legal Counsel - Anticipated Litigation - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case; No. 4 **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 –** Name of case: City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al. Inyo County Superior Court Case No. 12908; and No. 5 **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 –** Name of case: Sierra Club and OVC v. LADWP et. al. Case No.: S1CVCV01-29768.

Open Session

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:06 a.m. with all Board members present.

Pledge of Allegiance

Supervisor Roeser led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met in Closed Session and no action was taken that is required to be reported. Vallejo said the Board would reconvene in Closed Session later in the meeting.

Pledge of Allegiance

Supervisor Roeser led the Pledge of Allegiance.

Public Comment

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

County Department Reports

The Chairperson asked if there were any departments wishing to provide updates or reports and there was no one wishing to speak.

DRAFT

Public Works – 2025 Maintained Mileage Certification and Reso #2025-21

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

A) Approve Resolution No. 2025-21, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2025 Maintained Mileage Log," and authorize the Chairperson to sign; and

B) Authorize the Department of Public Works to file the resolution with the District 9 Office of the State of California Department of Transportation.

Motion carried unanimously.

Auditor-Controller – Price Paige & Company Contract Amendment No. 1

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Amendment No. 1 to the contract between the County of Inyo and Price Paige & Company of Clovis CA, extending the term end date from June 30, 2025 to December 31, 2025, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget, and authorize the Chairperson to sign. Motion carried unanimously.

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 June 10, 2025.
Motion carried unanimously.

Clerk of the Board – Bishop Rural Fire Protection District Board of Commissioners Appointments

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

A) Appoint Mr. Steven Nelson to an unexpired four-year term on the Bishop Rural Fire Protection District Board of Commissioners, ending July 1, 2027; and

B) Reappoint Mr. Michael Holland to the Bishop Rural Fire Protection District Board of Commissioners, to serve a four-year term ending July 1, 2029.

Motion carried unanimously.

CAO – 127 West Bush Street Surplus Land Exemption and Reso #2025-22

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Resolution No. 2025-22, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring Certain County Owned Property Exempt Surplus Land Pursuant to the California Surplus Land Act," and authorize the Chairperson to sign. Motion carried unanimously.

CAO – Evergreen Solutions, LLC Contract Amendment No. 1

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Amendment No. 1 to the contract between the County of Inyo and Evergreen Solutions, LLC of Tallahassee, FL, extending the term end date from June 30, 2025 to December 31, 2025, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget, and authorize the Chairperson to sign. Motion carried unanimously.

CAO-Personnel – Atkinson, Loya, Ruud, & Romo Contract

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the contract between the County of Inyo and Atkinson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, for an amount not to exceed $420,000 for the term July 1, 2025 through June 30, 2026, contingent upon the Board's adoption of the Fiscal Year 2025-2026 Budget, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement. Motion carried unanimously.

CAO-Risk – SIR Policy Change

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

A) Approve the new Self-Insured Retention (SIR) policy requiring an action of the Board of Supervisors to change the SIR amount of our general liability insurance coverage for any change equal to or greater than 20% of the SIR last approved by the Board of Supervisors (for changes to SIR or deductible amounts for all other insurance programs, the Risk Manager shall be required to take such action); and

B) Retroactively approve the change from $100,000 to $250,000 in the general liability SIR previously authorized by the Risk Manager.

Motion carried unanimously.

CAO-Risk – Porter Scott Legal Services Agreement

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the agreement between the County of Inyo and Porter Scott of Sacramento, CA, for the provision of legal services in an amount not to exceed $400,000 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

DRAFT

CAO – Kosmont Real Estate Services Contract Extension

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Amendment No. 1 to the contract between the County of Inyo and Kosmont Real Estate Services, dba Kosmont Realty of El Segundo, CA, extending the term end date from June 30, 2025 to June 30, 2026, and authorize the Chairperson to sign. Motion carried unanimously.

CAO – Autopsy Services Contract

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the contract between the County and Dr. Eva S. Wasef, M.D. to provide autopsy services for the term of July 1, 2025 through June 30, 2028 for a contract amount not to exceed $175,000, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

Environmental Health – Local Enforcement Agency Grant Application Submittal and Reso #2025-23

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Resolution No. 2025-23, titled “A Resolution of the Board of Supervisors, County of Inyo, State of California Authorizing the Submittal of the Local Enforcement Agency Grant Application," and authorize the Chairperson to sign. Motion carried unanimously.

HHS – Minutes and Associated Board Order Amendments

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to authorize the Clerk of the Board to amend the minutes of the May 13, 2025 Board of Supervisors meeting, and associated Board Order, so that they match the amount on the contract amendment with Eastern Sierra Community Housing. Motion carried unanimously.

HHS-First 5 – MCAH Home Visiting Program Agreement

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the Maternal Child and Adolescent Health (MCAH) Agreement No. CHVP SGF EBHV 25-14 between the County of Inyo and California Department of Public Health in the amount of $412,058 in State funding for the period of July 1, 2025 through June 30, 2026, contingent upon the Board's adoption of the Fiscal Year 2025-2026 Budget, and authorize the Health & Human Services Director to sign the Agreement Funding Application Policy Compliance and Certification. Motion carried unanimously.

HHS – America’s Job Center of CA MOU

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the Joint Powers Agreement (JPA) between the counties of Kern, Inyo, and Mono (KIM) to specify their responsibilities under the Workforce Investment Opportunity Act to be operated in the Workforce Development Area and authorize the HHS Director to sign. Motion carried unanimously.

HHS – Payment Authorization

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to authorize payment to County of Mono of Bridgeport, CA for prior-year invoices in the amount of $18,531.00 for senior infrastructure expenses. Motion carried unanimously.

Probation – Siemens Industry, Inc. Agreement Amendment No. 6

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Amendment No. 6 to the Agreement between the County of Inyo and Siemens Industry, Inc. of Fresno, CA, to extend the Agreement from July 1, 2025 to June 30, 2026, July 1, 2026 to June 30, 2027, and July 1, 2027 to June 30, 2028, with the cost of $8,064 paid in two installments per year for the semi-annual for Fiscal Year 2025-2026, $8,468 paid in two installments per year for the semi-annual for Fiscal Year 2026-2027, $8,890 paid in two installments per year for the semi-annual for Fiscal Year 2027-2028 for the inspection and maintenance of equipment services (fire and safety equipment – fire suppression system), contingent upon the Board’s approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

Probation – Tuolumne County MOU Amendment No. 6

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Amendment No. 6 to the Memorandum of Understanding between the County of Inyo and the County of Tuolumne for the provision of Juvenile Detention placement services extending the term from July 1, 2025 to June 30, 2028 and modifying the daily rate per youth placed to be $200.00 per day with a guarantee of one (1) bed at the Tuolumne Juvenile Hall and $250.00 per day for every subsequent bed used by Inyo County, contingent upon the Board's approval of future budgets, and authorize the Chairperson and Chief Probation Officer to sign. Motion carried unanimously.

DRAFT

Probation – Redwood Toxicology Laboratory, Inc. Contract

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

A) Declare Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA a sole-source provider;
B) Approve the contract between the County of Inyo and Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA for the provision of urine sample collection devices (supplies) and laboratory services, in an amount not to exceed $100,000 for the period of July 1, 2025 to June 30, 2026, with an option to renew a second and third year, contingent on the adoption of future fiscal year budgets; and
C) Authorize the Chairperson to sign.

Motion carried unanimously.

Public Works – Dewey Pest Control Contract

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the contract between the County of Inyo and Dewey Pest Control of Lancaster, CA for the provision of pest control services in an amount not to exceed $83,880 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

Public Works – Federal Highway Safety Improvement Program Grant Acceptance

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

A) Accept a successful grant from the Federal Highway Safety Improvement Program in the amount of $466,380 for safety improvements along 2.8 miles of Trona-Wildrose Road corridor in the Slate Pass area in southern unincorporated Inyo County;
B) Authorize the Public Works Director to execute the grant agreements and other documents related to the grant between the County of Inyo and the Federal Highway Administration and Caltrans for the period of June 10, 2025, through June 30, 2028; and
C) Find that the project is exempt pursuant to Section 15301 Existing Facilities exemption and authorize the Public Works Director to prepare and execute the environmental documents accordingly.

Motion carried unanimously.

Public Works – Laws, Independence, and Lone Pine Water Meter Replacement Project Bid Package

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the plans and specifications for the Laws, Independence, and Lone Pine Water Meter Replacement Project and authorize the Public Works Director to advertise the project. Motion carried unanimously.

Public Works – 2025-2026 SB-1 Project List and Reso #2025-24

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

A) Approve proposed Resolution No. 2025-24, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a List of Projects for Fiscal Year 2025-26 Funded by SB 1: The Road Repair and Accountability Act of 2017," and authorize the Chairperson to sign; and
B) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or his designee, to sign for the Road Maintenance and Rehabilitation Account funding and all associated supporting documents.

Motion carried unanimously.

Outside Agency – 2025 Fire Season Briefing

The Board received a briefing on the upcoming fire season from Lance Rosen, Assistant Interagency Fire Management Officer with the Bureau of Land Management, accompanied by Forest Service Assistant Fire Management Officer Todd McDivitt. Jonathan O'Brien, Meteorologist with the Forest Service Predictive Services Unit, presented a slideshow detailing recent data on precipitation, temperature trends, and snowpack levels. His forecast projected continued elevated temperatures and below-average precipitation across the region.

Board members engaged with the presenters and thanked BLM and Forest Service staff for their insights.

DRAFT

Public Works – Letter of Support

Public Works Director Mike Errante shared details about an upcoming event at Diaz Lake to honor military veterans and support the Wounded Warriors Project. He noted that it is the hope of the event organizer that the County's letter of support will help secure approval from military authorities for a ceremonial aircraft flyover.

Moved by Supervisor Wadelton and seconded by Supervisor Roeser to approve the letter of support for the request for military aerial support for the Overlanding for Warriors - Veterans Weekend Tribute 2025 Event and authorize the Chairperson to sign. Motion carried unanimously.

CAO – Amendment No. 2 to EMS Cost-Sharing Agreement

CAO Greenberg provided an update on EMS developments in the Bishop area, noting that Sierra Life Flight has been delivering services without a formal Exclusive Operating Area while the County awaits approval of a Request for Proposal (RFP) from the Inland Counties Emergency Medical Agency (ICEMA), the regional EMS authority. He explained that continuity of 911 services has been maintained through a cost-sharing agreement between the County, the City of Bishop, and the Bishop Paiute Tribe. With the agreement set to expire on June 30, 2025, and the RFP process experiencing delays, Greenberg, out of an abundance of caution, requested Board approval to extend the agreement for an additional year.

Greenberg stated that the final RFP is expected to be completed by July, after which it will undergo a new review by ICEMA. Pending approval, the RFP will be released to potential ambulance service providers interested in operating within the Exclusive Operating Area. He also responded to questions from Board members.

Supervisor Roeser requested that the CAO review the status of payment contributions previously approved by the Board for remaining EMS and fire service volunteers/departments countywide. She also asked for a reassessment of the price-per-call data for each department, along with verification of the previously agreed-upon floor ($15,000) and cap ($35,000) amounts.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the agreement between County of Inyo, City of Bishop, and Bishop Paiute Tribe for purpose of cost sharing of the financial support for continuity of 911 Emergency Medical Services in the Bishop Operating Area for the period between July 1, 2025 and June 30, 2026. Motion carried unanimously.

Sheriff – Animal Control Budget Amendment

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

A) Amend the Fiscal Year 2024-2025 Animal Control Budget #023900 as follows: increase appropriation in Motor Pool Object Code #5333 by $30,000*;* and B) Amend the Fiscal Year 2024-2025 Jail - General Budget #022900 as follows: decrease appropriation in Salaried Employees Object Code #5001 by $30,000.

Motion carried unanimously.

CAO-Personnel – Senior Deputy District Attorney Contract and Reso. #2025-25

Assistant Personnel Director Keri Oney delivered a brief overview and identified an error in the agreement's "Fiscal Impact" section, noting that the year was mistakenly listed as 2016 instead of the correct year, 2026.

Moved by Supervisor Wadelton and seconded by Supervisor Orrill to:

A) Approve the contract between the County of Inyo and Brad Braaten for the provision of personal services as the Senior Deputy District Attorney at Grade 25, Step D, $12,903.29 per month effective July 3, 2025, and authorize the Chairperson to sign;
B) Direct staff to update the publicly available pay schedule accordingly; and
C) Rescind Resolution No. 2025-16 and approve Resolution No. 2025-25 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 Management 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," effective July 3, 2025, and authorize the Chairperson to sign.

Motion carried unanimously.

DRAFT

Recess/Reconvene

The Chairperson recessed the meeting for a break at 10:57 a.m. and reconvened the meeting at 11:03 a.m. with all Board members present.

Planning Department – Public Hearing and Ordinance 1319

The Board received a presentation from Planning Director Cathreen Richards on a proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Amending Section 18.78.310 Pertaining to Maintenance of Animals and Amending Subsections 18.12.020 (D) and 18.12.040 (J) Pertaining to Zoning Requirements for Animal Maintenance."

Animal Control Supervisor Katie Bird continued the presentation, providing insight and photos of non-compliant scenarios involving animal neglect and some of the obstacles staff encounter when attempting to intervene.

Chairperson Marcellin opened a public hearing at 11:43 a.m. and asked if there was anyone wishing to provide public comment. Lauralyn Hundley provided remarks, after which the Chairperson closed the hearing at 11:45 a.m.

Richards and Bird responded to Board inquiries, followed by an extensive discussion regarding the need for revisions to the proposed ordinance and whether existing enforcement tools sufficiently support staff in fulfilling their duties. Board members concurred that further clarification and consistency are needed in several sections of the code. Supervisor Roeser requested a specific amendment to replace the final sentence of Section II.-C with the language: "In no instance shall stock water access be impeded." She also requested the addition of a WHEREAS clause to the ordinance that reads: "Inyo County is rural and has had a resource-based economy throughout its history. With this is a proud tradition of ranching and equestrian activities as well as an openness to allowing people to keep animals on their property with little interference. The County is not attempting to change this time-honored tradition, however, feels there needs to be a better balance in animal keeping with a more careful stance on animal welfare and the nuisances that can be created due to poor animal maintenance."

After additional discussion, the Board decided to postpone any changes to Inyo County Code Sections 18.12.020 and 18.12.040 and directed the following:

1. Planning staff will return to the Planning Commission to gather additional input regarding the definition of a kennel;
2. Animal Control staff will revise licensing language to incorporate provisions specific to kennel definitions; and
3. Both departments will report back to the Board within two months with recommended updates for review and approval as part of the ordinance clean-up adopted today.

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

A) Certify the project is exempt from environmental review pursuant to the California Environmental Quality Act Common Sense Rule 15061(b)(3); and
B) Waive further reading of and enact Ordinance 1319, with the following changes:
1) The addition of: "WHEREAS, "Inyo County is rural and has had a resource-based economy throughout its history. With this is a proud tradition of ranching and equestrian activities as well as an openness to allowing people to keep animals on their property with little interference. The County is not attempting to change this time-honored tradition, however, feels there needs to be a better balance in animal keeping with a more careful stance on animal welfare and the nuisances that can be created due to poor animal maintenance."
2) Replacement of the last sentence in Section II.-C with: "In no instance shall stock water access be impeded;" and
3) Removal of any reference to amendments to Subsections 18.12.020 (D) and 18.12.040 (J).

Motion carried unanimously.

Public Comment

Chairperson Marcellin asked for public comment related to items not calendared on the agenda and comment was received from Nancy Masters, who also submitted a handout for the Board's consideration.

Board Member & Staff

Supervisor Roeser reported attending an Eastern Sierra Land Trust aerial tour, as well as meetings focused on implementing Senate Bill 675 and advancing the Buttermilk

Reports

Infrastructure and Recreation Planning Initiative. She also participated in discussions with local constituents and said she plans to attend an out-of-area meeting with the Rural County Representatives of California.

Supervisor Wadelton said he visited several communities - including Tecopa, China Ranch, Death Valley Library, and Cow Creek - for constituent meetings. He also toured the Haiwee Dam 2 Project, joined an eco-flight over the Lower Owens River and Patsiata Owens Lake dust mitigation projects, and met with both the Independence Fire Safe Council and Eastern Sierra Conservation Group.

Supervisor Orrill reported attending a meeting of the Behavioral Health Advisory Board, participating in a webinar on climate planning for local governments, and joining the Laws First Responder Appreciation Day event. She also participated in an aerial tour of Conglomerate Mesa via eco-flight and noted plans to attend tomorrow's ceremony recognizing Sheriff Rennie's certification.

Supervisor Griffiths said he attended meetings with local constituents, the Regional California State Association of Counties Regional meeting, and toured homelessness response programs in Ventura. Griffiths said he plans to participate in upcoming meetings of the Eastern Sierra Council of Governments (ESCOG) and the Eastern Sierra Transit Authority.

CAO Greenberg said he attended meetings with the Budget Team and has an ESCOG meeting tomorrow.

Supervisor Marcellin said he attended the Independence Father's Day Fishing Derby, Concert in the Rocks, and a food marketing meeting for the Bishop Tribe's Farmers Market reopening. Marcellin said he plans to attend the upcoming Owens Valley Groundwater Authority meeting and Sheriff Rennie's POST certification ceremony.

Recess/Reconvene

The Chairperson recessed the meeting to return to closed session at 1:01 p.m. and reconvened the meeting at 2:22 p.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo said that the Board met under Items. 2, 3, and 3A and said no action was taken in relation to Item 2 that is required to be reported, but under No. 3 the Board voted unanimously to authorize counsel to defend against the litigation and under No. 3A the Board voted unanimously to authorize counsel to initiate litigation.

Adjournment

The Chairperson adjourned the meeting at 2:22 p.m. to 8:30 a.m. Tuesday, July 8, 2025, in the County Administrative Center in Independence.

DRAFT

_____

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

July 8, 2025

Reference ID: 2025-297

Amendment to Contract with The Ferguson Group for Federal Advocacy Services

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Meaghan McCamman, Deputy County Administrator	Meaghan McCamman, Deputy County Administrator

RECOMMENDED ACTION:

Ratify and approve Amendment No. 5 to the contract between The Ferguson Group, LLC and the County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2025 to June 30, 2027 in an amount not to exceed $123,000, contingent upon Board approval of future budgets, 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 for an array of public works and economic development projects and advocating for County priorities in Washington. This relationship has been successful, with the County developing a strong federal advocacy platform, building strong relationships with federal Representatives and agencies, and regularly receiving Appropriations funding well in excess of the annual cost of the TFG contract.

The County and TFG have negotiated a two-year contract extension, with year 1 (FY 2025-2026) remaining at the existing $60,000 annual rate; and year 2 (FY 2026-2027) seeing a modest fee increase of 5%.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	010202
Budgeted?	Yes	**Object Code**	5265
Recurrence	Ongoing Expenditure	**Sole Source?**	No
If Sole Source, provide justification below			

Current Fiscal Year Impact
$123,000 for the period between July 1, 2025 and June 30, 2026.
Future Fiscal Year Impacts

N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the TFG Contract Amendment. This is not recommended, as TFG has been an effective federal advocate on behalf of the County, helping the County to build its legislative platform, secure regular meetings with the Congressional delegation and critical federal agencies, advocate on behalf of County priorities, and secure Congressional appropriations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services I High-Quality County Government Services

APPROVALS:

Nate Greenberg	Created/Initiated - 7/1/2025
John Vallejo	Approved - 7/1/2025
Amy Shepherd	Approved - 7/1/2025
Nate Greenberg	Final Approval - 7/1/2025

ATTACHMENTS:

1. Ferguson Group Contract Amendment 5
2. Ferguson Group Contract
3. Ferguson Group Contract Amendment 1
4. Ferguson Group Contract Amendment 2
5. Ferguson Group Contract Amendment 3
6. Ferguson Group Contract Amendment 4

AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
The Ferguson Group, LLC
FOR THE PROVISION OF Federal Advocacy Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC, of _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Federal Advocacy Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 to June 30, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM is amended to read as follows:

"The term of this Agreement shall be from July 1, 2018 to June 30, 2027, unless sooner terminated as provided below."

2. Paragraph 3.A Compensation is amended to read as follows:

"Effective July 1, 2025 through June 30, 2026, County shall pay to contractor the sum of five thousand ($5,000) dolla per month for the performance of all of the services and completion of work described in Attachment A on a monthly basis. Effective July 1, 2026 through June 30, 2027, County shall pay to contractor the sum of five thousand two hundred fifty ($5,250) dollars per month for the performance of all of the services and completion of work described i Attachment A on a monthly basis."

3. Paragraph 3.B Travel and per diem is amended to read as follows:

"Contractor will not be reimbursed for travel expenses and per diem. Any such costs are covered by the compensation set forth in Paragraph 3.A."

2. Paragraph 3.D Limit Upon Amount Payable Under Agreement is amended to read as follows:

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in fiscal year July 1, 2025 - June 30, 2026, including incidental expenses, if any, shall not exceed sixty thousand dollars ($60,000); and the total sum of all payments made by the County to Contractor for services and wo performed under this agreement in the next fiscal year July 1, 2026 - June 30, 2027, including incidental expenses, i any, shall not exceed sixty-three thousand dollars ($63,000), hereinafter referred to as the contract limits. County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit."

The effective date of this Amendment to the Agreement is July 1, 2025.

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

AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
The Ferguson Group
FOR THE PROVISION OF Federal Advocacy Services

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

W. Roger Gwinn
Type or Print

Dated: Jul 1, 2025

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich
County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26th day of June 2018 an order was duly made and entered as follows:

CAO – TFG, LLC Federal Advocacy Services

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve a contract between the County of Inyo and The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County, for the period of July 1, 2018 through June 30, 2021 in a total amount not to exceed $303,000 ($101,000 per year), subject to the Board's approval of future County budgets, and authorize the County Administrator to sign, contingent on all appropriate signatures being maintained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26th
Day of June, 2018

KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO X* *Other:* *DATE: June 26, 2018*

For Clerk's Use Only:
AGENDA NUMBER
13

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Federal Advocacy Services Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board consider a contract between the County of Inyo and The Ferguson Group LLC for the provision Federal Advocacy Services on behalf of the County, for the period of July 1, 2018, June 30, 2021 in a total amount not to exceed $303,000 ($101,000 per year) subject to the approval of future County Budgets, and authorize the County Administrator to sign contingent on all signatures being obtained.

SUMMARY DISCUSSION:

As reported on June 5th, the County issued a Request For Proposal for Federal Advocacy Services focused, primarily, on securing federal funding and grants for an array of public works and economic development projects the County is planning or may pursue in the future. The RFP also noted that although not the primary purpose of the engagement, from time-to-time, the Federal Advocacy Services required by the County may extend to policy and regulatory matters. A copy of the RFP (without attachments) is included here.

The RFP resulted in nine (9) proposals being submitted to the County by the June 11th deadline. A review committee comprised of two members of your Board (Supervisors Griffiths and Pucci), the Inyo County Public Works Director, Inyo County Counsel, and the Inyo County Administrator independently reviewed each proposal, and met on June 14th to score and rank each proposal based on the evaluation criteria and using the evaluation process specified in the RFP.

The Ferguson Group emerged from this process as the highest-ranked respondent, and its proposal (along with the RFP) are incorporated in the scope of work of the contract being presented today for your consideration.

If your board approves the contract, staff will begin to working with TFG to prepare federal funding and legislative priorities for your Board to consider at a meeting with TFG representatives later this summer.

ALTERNATIVES:

Your Board could choose not to approve the contract, modify the contract, consider submittals made by other respondents, reject all proposals, or direct that the RFP be reissued. None of these alternatives are recommended.

OTHER AGENCY INVOLVEMENT:

If engaged, the federal services advocate will engage federal agency officials and staff, and the County's congressional delegation to obtain funding for priority projects identified by your Board.

FINANCING:

Funding for this contract is included in the Fiscal Year 2018- 2019 Preliminary Budget considered by your Board next week, and will need to be provided in future year's budgets.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date 06/14/2018
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: 6/19/2018 Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date 06-18-2018

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 06-18-2018
(The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the federal advocacy services of The Ferguson Group, LLC (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

2. TERM.

The term of this Agreement shall be from July 1, 2018 to June 30, 2021, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum of eight thousand ($8,000) dollars per month for performance of all of the services and completion of all of the work described in Attachment **A** on a monthly basis.

B. Travel and per diem. Contractor will be reimbursed a maximum of five thousand dollars ($5,000) per fiscal year for the travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed three hundred three thousand dollars ($303,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, 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 County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be

considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, 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 County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996,

and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo:
County Administrative Officer
PO Drawer N,
Independence, CA 93526

Contractor:
The Ferguson Group, LLC
1901 Pennsylvania Avenue, N.W. Suite 700
Washington D.C. 2006

26. 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.

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

TERM:

FROM: July 1, 2018 TO: June 30, 2021

SCOPE OF WORK:

SEE ATTACHED:

A. Inyo County Request for Proposals; and
B. Contractor's Proposal dated June 11, 2018.

In the event of any conflicts between these documents, the order of precedence shall be (1) the express terms of this Agreement, (2) Contractor's June 11, 2018 Proposal, and (3) Inyo County's Request for Proposals.

A AGREEMENT BETWEEN COUNTY OF INYO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 19th DAY OF JUNE, 2018.

COUNTY OF INYO

By: _____

Dated: 06-26-2018

CONTRACTOR

By: _____
Signature

W. ROGER GWINN
Type or Print Name

Dated: JUNE 19, 2018

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

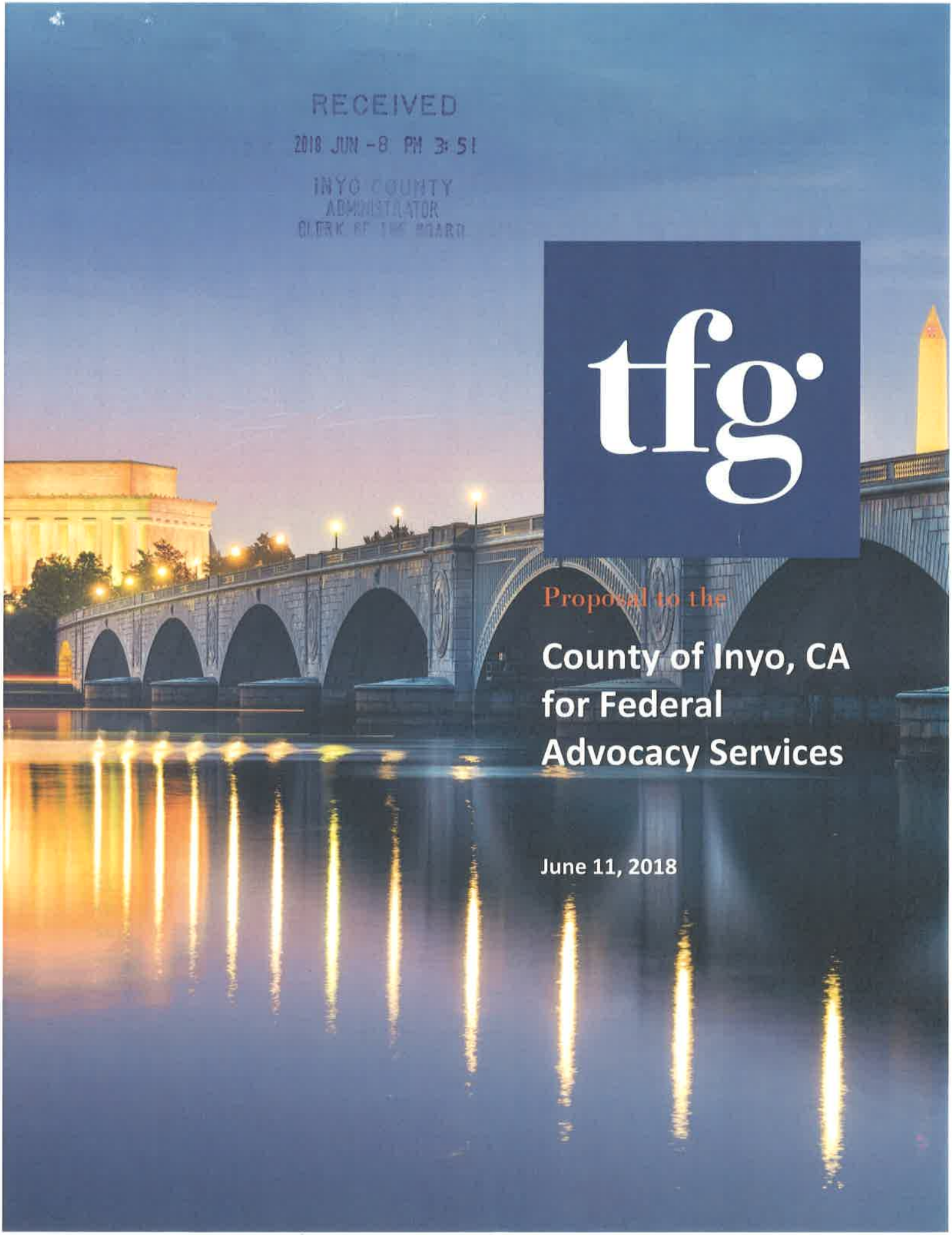
_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager


RECEIVED
2018 JUN -8 PM 3:51
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD
tfg
Proposal to the
County of Inyo, CA
for Federal
Advocacy Services
June 11, 2018

RECEIVED
2018 JUN -8 PM 3:51
INYO COUNTY
ADMINISTRATOR
BOARD

Proposal to the County of Inyo, California for Federal Advocacy Services

Table of Contents

Cover Letter 1
Recent Engagements 2
- Our History 2
- TFG Focus 2
- Commitment to California 2
- Firm Experience and Client Successes 3
- Economic Development 3
- Housing and Community Development 4
- Public Safety and Social Services 4
- Water Resources and Infrastructure 6
- City of Los Angeles Work 6

Key Personnel 7
- Inyo County Advocacy Team 7

Work Plan 12
- TFG's Approach 12
- Federal Agenda Development 12
- Advocacy 13
- Communications 14
- Examples of Client Communications 15
- Grant Services 17

Approach and Likelihood of Success 18
- Final Mile Fiber Optics 18
- Water Systems 19
- Outreach Strategy 20
- Information Required from the County 21

Ability to Contract and Exceptions 21
References 21
Compensation Proposal 22
Services for the City of Bishop Services 22

Recent Engagements

Our History

The Ferguson Group LLC (TFG) is a bipartisan government relations consulting firm founded in 1982 in Washington, DC. We provide federal advocacy services to approximately 94 public and private entities in 22 states, including counties, cities, public works agencies, and joint powers authorities. We also advocate on behalf of national organizations focused on federal issues directly impacting local government: the National Association of Towns and Townships, the Manufacturing Alliance of Communities, and the Perfect Storm Communities Coalition.

For 36 years, TFG has represented local communities on federal issues in Washington, DC, where the firm is headquartered. TFG is unique in that, in addition to our main office in Washington. DC, we maintain local and regional offices in key locations to better serve the interests of clients located in those areas, including California. The address and contact information for our main office is:

The Ferguson Group, L.L.C.
1901 Pennsylvania Avenue, N.W.
Suite 700
Washington D.C. 2006
(202) 331-8500
www.thefergusongroup.com

TFG Focus

TFG provides federal government relations services to forward-thinking local governments seeking to advance or protect their interests at the federal level. We have a demonstrated track record of responding to our clients' needs while also identifying and developing strategies to address emerging issues and opportunities. We focus primarily on issue areas of direct interest to Inyo County, including but not limited to the following:

- Community and economic development.
- Telecommunications and broadband.
- Water and wastewater infrastructure development, planning, funding, and financing.
- Land use issues as impacted by federal policy and permitting.
- Transportation policy and funding, including transit, highway funding, and rail safety.
- Public safety, law enforcement, and fire services.
- Clean Water Act, Endangered Species Act and Safe Drinking Water Act regulations.
- Housing, homelessness, and social services, including veterans' affairs.
- Municipal government finance and revenue protection.

Commitment to California

It is important to note our Congressional and agency relationships are not limited to offices "inside the Beltway." We work regularly with key officials and staff in Congressional district offices and federal agency staff in local and regional offices. TFG has particularly strong ties to California. Our first clients were in

The Ferguson Group
Advocacy. Consulting. Grants.



June 11, 2018

Mr. Kevin Carunchio
County of Inyo
Office of the County Administrator
P.O. Drawer N
Independence, CA 93526

Dear Mr. Carunchio:

On behalf of The Ferguson Group, LLC (TFG), I am pleased to submit the enclosed proposal to the County of Inyo, CA for Federal Advocacy Services. Headquartered in Washington, DC, TFG specializes in representing local governments before Congress and the Administration. We pride ourselves on our ability to serve public sector clients of all sizes, which keeps us among the top independent lobbying firms in Washington.

For over 35 years, TFG has been the preeminent provider of federal government relations advocacy to local governments seeking to advance or protect their interests in Washington's complex legislative and regulatory arenas. Our knowledge of Congress and the Administration, and how they can work collaboratively with local governments, provides our clients with a unique strategic advantage that sets them up for success. As the Congressional ban on "earmarks" continues to be enforced, TFG has successfully adapted to changes in the federal budget process and has expanded the grant services we provide our clients. As such, our clients consistently enjoy a positive return on their investment in federal lobbying services.

Most importantly, TFG has particularly strong ties to California. Our first three clients in 1982 were California cities and, over the years, we have developed an unparalleled working knowledge of how to effectively represent California communities in Washington, DC. Our California presence gives us a unique opportunity to engage in unmatched levels of communication and collaboration with the County. Most notably, we have identified Kristi More to serve as the lead lobbyist for Inyo County's team. Her direct and personal knowledge of your history, heritage, and goals will enable her to represent the County in Washington like no other lobbyist could.

I attest to you that the information provided in this proposal is accurate, and that I am authorized to execute binding legal documents on the firm's behalf. TFG is a firm committed to building strong, prosperous communities across the country, and we hope to put our expertise to work for Inyo County. If you have any questions, please do not hesitate to call me directly at (202) 331-8500 or contact me via email at rgwinn@tfgnet.com. Please note the firm's mailing address on this letterhead. Thank you for the consideration.

Sincerely,

W. Roger Gwinn
CEO

California and remain clients of the firm today. We have maintained offices in California continuously since 1991, and over the years we have developed an unparalleled working knowledge of the opportunities, challenges, and needs facing California local governments. Our California connections benefit our clients, particularly in recent years, as decision making authority within many relevant federal agencies has been entrusted to local and regional offices of the federal agencies.

Firm Experience and Client Successes

After representing local communities for 36 years, TFG's list of accomplishments and successes on behalf of our clients is quite extensive. The following examples are provided as case studies for work we have performed over the past five years that is relevant to the County's goals and priorities. We chose to highlight a few examples of our work on economic development, housing, public safety and law enforcement, transportation, and water resources projects, which we believe most directly relate to the goals of Inyo County. Expanded information on additional client successes can be provided upon request.

Economic Development

TFG has a long history of successfully identifying federal programs and finding creative opportunities to secure funds for community and economic development projects. Almost every aspect of TFG's representation of local governments touches on economic development. From improved transportation and water infrastructure, to downtown revitalization projects, to increased community services and housing options, we have helped bring significant resources to our clients to help them build their local economies.

Sutter County, California – Stakeholder-Based Economic Development Initiative. TFG worked with Sutter County staff, the County's elected officials, and the local Economic Development Corporation to launch the SutterForward initiative. SutterForward expands on the Economic and Demographic Analysis Report that TFG provided the County, and incorporates input from stakeholders, local businesses, and citizens into the economic development strategy. As the facilitator of the SutterForward initiative, TFG leads public stakeholder meetings and working groups, and will conduct a Talent Gap Analysis to identify job training and education goals that will help support the current and future workforce in the County. The SutterForward process also analyzes projects identified in the County's General Plan and incorporates them into a strategic federal funding and grants work plan that will help support the economic and workforce goals of the initiative.

Cumberland County, ME – Food Systems Planning. Cumberland County secured $25,000 in FY 2015 planning funds from USDA's Local Food Promotion Program. TFG assisted the County in identifying and scoping a project, as well as drafting and submitting the narrative. The project will produce a food system plan that will examine 15 existing rural food economies, the present state of local agriculture, and current initiatives at the local level. The resulting plan will identify the highest potential opportunities for increasing local food sales.

Loudoun County, VA – General Services Administration. Prior to 2007, Loudoun County was included in the Washington, DC per diem non-standard rate area (NSA). The County is now designated as its own NSA with a significantly lower per diem rate. Working with the County and with Congressional support, TFG partnered with the U.S. Department of Transportation, the Metropolitan Washington Airports Authority (MWAA), and the local travel and tourism board to help GSA develop an appeals process for how a particular per diem boundary is set. After significant work with both political and career personnel at GSA, we are awaiting publication of the final rule on such an appeal.

Housing and Community Development

TFG continues to advocate for federal resources to support housing and community development priorities in local communities, including Section 8 project reserves, Federal Housing Administration loan threshold, and funding for Department of Housing and Urban Development (HUD) programs (i.e. CDBG, McKinney Act and HOME).

City of Newark, New Jersey – Training and Education Center. The Newark, NJ Housing Authority approached TFG for assistance in funding the construction of Weequahic Park East Training Recreation Education Center (TREC), a state-of-the-art, 28,000 square foot facility capable of providing space for educational classes, community meetings and fitness activities. TFG helped the Housing Authority draft, edit and apply to the HUD's Capital Fund Education and Training Community Facilities program. The Housing Authority's $5 million grant was the largest single award provided by this HUD program in recent years.

City of Oceanside, California – Veterans Housing. The City of Oceanside, CA sought assistance from TFG to address the specific needs of both homeless and low-income veterans in their community. The veteran population was on the rise and the Oceanside Housing Authority was struggling to provide adequate services to this population. TFG assisted by working with the City and several local organizations to gather data specifically on housing assistance needs for military veterans and their families separating from active duty from the U.S. Marine Corps at Camp Pendleton and/or the U.S. Naval Installation in San Diego. TFG then coordinated a meeting with key officials at HUD, which resulted in identifying additional federal partners to engage and provide details on available federal resources. The City's Housing Authority applied for HUD Veterans Affairs Supportive Housing (VASH) vouchers to distribute to qualified Oceanside-based veterans and was awarded 40 vouchers for the first time. Due to the success of the housing authority's efforts to provide vouchers to the veterans, they were subsequently awarded an additional 45 tenant-based vouchers the following year.

City of Roseville – Homeless Assistance and Veterans Assistance. The City of Roseville has undertaken a positive and forward-thinking effort to develop an understanding of regional homelessness to find meaningful ways to address this important issue, especially as it relates to homeless veterans. TFG helped coordinate meetings with top officials at HUD and the Veterans Administration (VA) to discuss Roseville's efforts and to find ways to work with HUD and VA to assist those in need. The City and VA continue to make positive steps forward, including facilitating easier meetings for veterans with caseworkers by providing meeting space at City facilities.

Public Safety and Social Services

TFG staff are experts in Department of Justice (DOJ) and Department of Homeland Security (DHS) programs, which provide funding for local governments. Our work is focused on assisting our clients in the preparation of grant applications and developing working relationships with key DOJ and DHS officials.

Charles County, MD – Hiring Funds for Sheriff's Office. Shortly after being hired by the County in 2016, TFG prepared for the Charles County Sheriff's Office a COPS Hiring grant application. The Sheriff's Office was awarded $375,000 to hire three Sheriff's deputies. This was the first successful grant application for the Sheriff's Office after numerous attempts.

Loudoun County, VA – Personal Protective Equipment. In 2016, the Loudoun County Fire, Rescue and Emergency Management Department received a $2,000,000 award from the Assistance to Firefighter (AFG)

Grant Program. The award allowed the Department to purchase Self Contained Breathing Apparatus (SCBA) for firefighting personnel. TFG assisted the County throughout the entire grant process.

City of Fairfield, CA – Retention of Police Officers. When funding became available through the DOJ's COPS Hiring Program to hire and retain police officers, the Fairfield Police Department had just suffered through a two-year period that saw nearly 18 full-time positions eliminated. TFG worked with the Fairfield Police Department to submit an application to this grant program and gathered political support for the funding request. The Department was awarded $1.8 million in grant funding, which enabled it to retain five officer positions that were slated to be cut in the upcoming local budget.

Transportation

TFG has been involved in federal transportation issues since our inception. In fact, our first clients engaged us to specifically address federal and local transportation issues they were facing. TFG has helped our clients secure billions of dollars in federal authorizations, appropriations and grants, and has been involved in every highway authorization bill enacted by Congress.

El Paso County, CO – TIGER Planning Grant. TFG helped El Paso County, CO, secure a $1.2 million TIGER planning grant. TFG professionals worked with the County from the project's inception to application submission to craft a winning application with significant political support. To accommodate Fort Carson's ongoing expansion, El Paso County is working with the U.S. Army to reopen a gate to provide alternate access to the base's military training infrastructure. The roads leading to this gate are in substandard condition and are unable to support expected traffic resulting from the reopened gate. The project will develop conceptual design and preliminary engineering for rehabilitation of the two roads impacted by the reopening. TFG continues to assist El Paso County on the implementation of the TIGER grant project and is working with the County, regional partners, DOT, and the Congressional delegation to position the project for future TIGER funding.

Butte County Association of Governments, CA – Transit and Maintenance Facility. TFG helped the Butte County Association of Governments (BCAG) secure one of the largest grants of the fiscal year from the Federal Transit Administration's State of Good Repair grant program. The $18 million was used to construct the Butte Regional Transit Operations and Maintenance Facility, which allowed BCAG to expand transit operations in the County. TFG assisted BCAG throughout the entire grant application process including advance preparation for the project, generation of political support, draft of the grant application, and final review. The project represented the seventh-largest award in the nation and the highest award for a rural community.

City of Greenville, NC – New Interstate Designation. TFG worked with Greenville's Congressional Delegation, the U.S. Department of Transportation, the North Carolina Department of Transportation (NCDOT), and the American Association of State Highway and Transportation Officials (AASHTO) to get a road leading into Greenville designated as a future interstate highway. The City is the largest in the state of North Carolina that does not have direct interstate highway access. We coordinated with all parties to secure a Memorandum of Understanding between NCDOT, the Governor's Office and the Federal Highway Administration that the project will meet interstate standards within 25 years. On a parallel track, Greenville's bipartisan Congressional Delegation introduced a bill that designates the road a future interstate. TFG facilitated this effort using our Congressional, federal agency, AASHTO, and state and local relationships. Future Interstate 587 was approved by then-Transportation Secretary Anthony Foxx on November 21, 2016.

Water Resources and Infrastructure

TFG has extensive experience with water resources issues, particularly water infrastructure development, planning and implementation, flood control, harbors, ports, environmental restoration, and shore protection. In addition to securing federal funding assistance, TFG's water resources practice provides strategic counsel in the legislative and regulatory arenas.

San Luis Obispo County, CA – Los Osos Wastewater Facility. The community of Los Osos is required to improve wastewater facilities to prevent polluted waters from leaching from thousands of private septic systems into Morro Bay National Estuary. The County was originally barred from competing for grant funding under USDA's Rural Utilities Service (RUS) grants and loans because Los Osos exceeded the regulatory population limit. TFG worked with the County to accurately define the area of benefit and worked with the County's Congressional Delegation to secure legislation providing a population limitation waiver to Los Osos. This action allowed the County to compete for USDA funding, resulting in the largest Recovery Act grant and loan provided by RUS. In addition to environmental and water supply benefits, the project provides opportunity for economic development by way of planned and approved build-out of the area served by the project.

Multiple Clients – Development of WIFIA. On behalf of our water clients, TFG was active in advocating for legislative language in the Water Resources Reform and Development Act (WRRDA) that created a new Water Infrastructure Finance and Innovation Act (WIFIA). TFG advocated for a program that allowed our clients to participate in financing opportunities that are affordable and fit their needs. We also wanted to ensure that the State Revolving Fund (SRF) programs were not diminished by a new WIFIA program. Innovative financing tools, like WIFIA, will create opportunities for public agencies to save money by providing access to federally-backed, low-cost, long-term financing. The savings to a local government from WIFIA are significant. WIFIA can reduce the annual debt service cost for financing public works water projects by an estimated 20 percent or more compared to traditional municipal financing.

North Bay Water Reuse Program, CA – Water Reuse Funding. TFG worked with the North Bay Water Reuse Program, a regional group composed of seven public utility agencies in Napa, Sonoma and Marin Counties, to secure $3.8 million in federal competitive grant assistance through the Bureau of Reclamation's WaterSMART program. The funds are being used as part of a program to recycle up to 3,757 acre-feet of water per year for beneficial uses in agriculture, irrigation and habitat restoration. In Napa, the funding will help complete a pipeline project that will provide up to 1,000 acre-feet of water per year for irrigation uses and agriculture. The Sonoma County portion of the funding will complete a 3.5-mile pipeline near the Sonoma-Napa County border that will deliver recycled water to help restore 640 acres of former salt ponds. The Salt Marsh project is one of the largest wetland restoration projects in the West.

City of Los Angeles Work

TFG, nor any of the individuals identified for the Inyo County advocacy team, have ever performed any direct services on behalf of the City of Los Angeles or the Los Angeles Department of Water and Power. In the interest of full disclosure, TFG staff, outside of the Inyo County advocacy team, represent the Southern California Public Power Authority (SCPPA), which is a joint powers agency, representing 11 publically owned electric utilities and one irrigation district – one entity of which is the Los Angeles Department of Water and Power. Our work for SCPPA is solely focused on power-related issues.

Key Personnel

Inyo County Advocacy Team

TFG's approach to staffing is to assemble a team of individuals who, by education, training and professional experience, are best positioned to provide the greatest value to the client. One team member is selected as the client manager and serves as the primary point of contact, oversees distribution of work, and ensures quality work product for the client. TFG's professional team works closely together and draws from the expertise of other TFG professionals who are not specifically assigned to the client to provide incomparable service to the client.

Understanding the County's current federal priorities and needs, TFG proposes the following Team for Inyo County. Full resumes can be supplied upon request. In addition to your designated team, the County will have access to all members of TFG's professional staff. Biographies of all members of the firm can be found on our website at www.thefergusongroup.com.

Team Member	Responsibilities
Kristi More **Managing Partner for Strategic Development**	Kristi will serve as the team leader and main point of contact to the County.
Roger Gwinn **Chief Executive Officer**	Roger will assist the County on water and natural resource issues with a specific emphasis on federal funding for water infrastructure.
Jennifer Imo **Managing Partner for Client Services**	Jennifer will assist the county on transportation issues with a specific emphasis on the Federal Aviation Administration and airport services.
David Hoover **Senior Advisor**	David will assist the County on all issues related to broadband, communications, and fiber infrastructure and deployment.
Stephanie Missert **Senior Associate**	Stephanie will assist the Client Manager on all of the County's priorities with a particular specialty in rural and natural resource issues.
Heidi Schott **Senior Associate**	Heidi will be responsible for overseeing all grant preparation, development, and submission for the County. She will also support the County on economic development initiatives.



Kristi More

Managing Partner for Strategic Development

Kristi More joined TFG in 2000 and specializes in transportation, water, economic and rural development, agricultural, and federal funding for local governments. She is a former staff assistant for a California state representative; intern for the District of Columbia Office of the Corporation Counsel, concentrating on legal and legislative issues concerning the abuse and neglect of children and the elderly; and intern for the California Cattlemen's Association, focusing on land, water, and air quality concerns surrounding the beef industry.

Kristi is based in TFG's Northern California office and primarily works on behalf of local governments and public agencies in the Western United States. Since joining TFG, Kristi has concentrated on expanding the firm's services to small, rural areas. Born and raised in a small, rural county in California (population 20,000) that is abundant in natural resources and federal lands, Kristi understands the delicate balance rural counties face when trying to address the needs of their citizens. Kristi has worked to develop working relationships between Congress, federal agencies, and her rural clients. These relationships have benefited rural communities through direct appropriations and authorizations, as well as contributed to the Congressional offices gaining a better understanding of the unique problems and needs of rural America. Kristi also serves as the Federal Director of the TFG-managed Agricultural Floodplain Management Alliance, an organization of local governments, organizations, farmers, and businesses focused on preserving the agricultural industry in the nation's floodplain.

Her representation of rural counties has resulted in almost $120 million in federal funding, authorizations, and loan authority for projects related to 911 Dispatch Centers, local library upgrades, sewer and storm drain rehabilitation, economic development, drug-endangered children programs, local and regional transportation infrastructure, drinking and waste water treatment, and regional interoperable communications.

Kristi received her B.A. in Political Science from the University of California at Davis. Kristi also serves on TFG's Management Committee as the Managing Partner of Strategic Development.



Roger Gwinn

Chief Executive Officer

Roger Gwinn, TFG's CEO, oversees the management of the firm and overall operations, including the delivery of client services and the development of new offerings to address the evolving needs of clients. Roger represents public agency and private interests specializing in energy, water and environmental policy issues, water resources, community development, and technology. A nationally-recognized water infrastructure expert, Roger is known for creating and executing innovative and successful strategies to meet the challenging and complex needs of clients.

Recognized by Influence Magazine as one of Washington's six "Top Gun" appropriations lobbyists, Roger joined TFG in 1993. Roger spent 15 years on Capitol Hill, serving two members of Congress and as an associate staff member on the House Committee on Appropriations.

Roger leads the firm's representation of large-scale, regional water resources, environmental protection and economic development initiatives. Roger helped launch federal efforts to support restoration and protection of the Puget Sound and, ultimately, the Pacific Coastal Salmon Recovery Fund, which has steered just under $1

billion to this multi-state ecosystem restoration effort since FY 2000. He has worked with dozens of communities nationwide to help them secure hundreds of millions of dollars in federal funds for storm water, wastewater and drinking water system improvements. For example, he helped one rural community secure more than $80 million in federal assistance to help defray the local construction costs of a new regional drinking water facility. In addition, Roger has led the firm's representation of regional scale water reuse projects, including one where seven public agencies in three counties are collaborating on a comprehensive regional water reuse program to help address water quality concerns and the water supply needs of agriculture, urban areas and the environment.

A long-time advocate of federal support for low-cost, long-term financing for water, wastewater and storm water infrastructure projects, such as the financing that has been provided in the recently proposed Water Infrastructure Finance Innovation Act (WIFIA), Roger leads TFG's efforts to improve existing policies and enact new legislation to broaden access to federal grants and create new financing options to help deal with the complex water challenges of today and tomorrow.

Roger was a member of the inaugural class of the Stennis Congressional Staff Fellows Program. He is among the founders of *eCivis*, the nation's leader in online grants information and grants management for local governments. Roger earned his B.A. in Political Science from North Carolina State University.



Jennifer Imo

Managing Partner for Client Services

Jennifer Imo, a partner at TFG and member of the firm's management committee, represents municipal governments with a focus on community and economic development, transportation, public works, criminal justice, and public safety. In addition, she serves as the Federal Director of the National Association of Towns and Townships, a local government advocacy group that represents the interests of nearly 10,000 towns and townships across the country. In April 2011, TFG launched the General Aviation Airport Coalition, a national coalition of general aviation airports, and Jennifer serves as the organization's Executive Director.

Jennifer provides strategic consulting and federal advocacy services for her clients, helping them find innovative ways to address local issues and fund local priority projects. As a result of her successful strategizing and strong relationships with Congressional offices, Jennifer's clients have secured more than $100 million in federal appropriations, authorizations and competitive grants in the 12-plus years she has been with TFG.

Additionally, Jennifer fosters productive relationships between her clients and various federal agencies. On behalf of the National Association of Towns and Townships, she led an effort to secure bipartisan Congressional and administrative support for an initiative that repealed a costly unfunded mandate on state and local governments related to road sign replacement. In addition, she facilitated a working relationship between the Department of Labor's Employment and Training Administration and a local government to develop a program for displaced workers who lost their jobs in furniture and textile plant closings. She also negotiated an agreement between the Federal Transit Administration and a community that enabled county leaders to spend Congressionally-appropriated funds immediately instead of having to wait for the lengthy disbursement process, ensuring that an important project was not delayed.

Jennifer lobbies Congress on a variety of legislative issues of interest to local authorities. She works closely with groups like the National Association of Counties and the National League of Cities to affect legislation that touches many aspects of local government. She has spoken at numerous conferences and webinars on a variety of local issues, focusing primarily on helping communities access federal support for local priorities and initiatives.

She earned her B.A. in Political Science and Psychology from the University of North Carolina at Chapel Hill, and her J.D. from Wake Forest University.



David Hoover

Senior Advisor

David Hoover is a Senior Advisor at The Ferguson Group, providing strategic counsel on technology and telecommunications policy issues. Hoover is an accomplished government relations and public policy executive with more than 20 years of experience leading advocacy campaigns, conducting research, analyzing federal policies, and building relationships with members of Congress, federal agencies, industry and public interest groups.

Prior to joining TFG, David served as vice president of legislative affairs at NTCA-The Rural Broadband Association, where he planned and implemented federal legislative strategy on behalf of the association's more than 800 independent, community-based telecommunications companies. Previously, David was director of government affairs at CTIA-The Wireless Association, where he lobbied on a variety of issues including spectrum, taxes, telehealth, and universal service. He also served as policy director for the trade group.

Earlier in his career, David was director of research at NCTA – The Internet & Television Association and also covered the telecom and media industries as an analyst with The Precursor Group®, Legg Mason and the Schwab Washington Research Group.

David earned a Master of Arts in Telecommunications from Michigan State University's College of Communications Arts and Sciences and a Bachelor of Science in Journalism from Ohio University's E.W. Scripps School of Journalism.



Stephanie Missert

Senior Associate and Manager of Policy and Regulatory Affairs

Stephanie Missert is a Senior Associate and Manager of Policy and Regulatory Affairs at TFG. She serves as a federal legislative analyst and advocate for the firm, specializing in federal funding, policy and regulations for public, private and nonprofit clients.

Stephanie concentrates on the identification of federal, state and foundation water resources funding opportunities, and is dedicated to ensuring local resources are used effectively to achieve local priorities. She is also one of the firm's experts in national flood policy and legislation. Stephanie has worked with TFG's Grants Team to apply for and secure federal grants through the US Department of Homeland Security, US Department of Justice, US Department of Agriculture, US Department of Transportation, US Department of

the Interior, and US Environmental Protection Agency. Stephanie worked with TFG's Grants Practice to develop the TFG Grant Funding Guide, a report TFG provides to clients which evaluates potential funding opportunities for identified projects. Finally, Stephanie serves as the intern coordinator for the firm.

Prior to joining TFG, Stephanie worked for United States Senator Kirsten Gillibrand in the western New York regional office. Stephanie graduated magna cum laude from Niagara University with her B.A. in History and Minor in Economics, focusing on late 20th century American domestic and foreign policy. She is a member of Phi Alpha Theta, the National History Honor Society.



Heidi Schott

Senior Associate and Manager of Grant Services

Heidi Schott is an integral part of the TFG's Grants Team. She specializes in grants services for public agencies and nonprofit organizations on a wide variety of funding and program operations. She undertakes complex policy and research analysis on housing, public safety, economic and workforce development, education, transportation, environment and water resources issues. She has been successful leading, developing, advising on and writing competitive grant proposals since joining the firm. She also has experience administering HUD entitlement programs, having drafted Consolidated Plans, Annual Action Plans, Environmental Record Reviews, and Analysis of Impediments to Fair Housing reports for clients.

Heidi's grant experience is significant, having successfully secured funding from DOT, DOJ, HUD, DHS, USDA, and EPA. In 2016, she assisted clients to secure approximately $11 million in grants and loans. Some of her 2016 accomplishments include a $2 million FEMA Assistance to Firefighters Grant for Loudoun County, VA; a $999,600 DOJ Body-Worn Camera grant for Los Angeles County, CA; a $222,663 USDA Farmers Market Promotion Program grant for College Park, GA and a $250,000 USDA Rural Community Development Initiatives grant for Southeast Rural Community Assistance Project. Her success in 2015 includes a $3.7 million in HUD Lead Hazard Reduction Demonstration Grant for the City of Harrisburg, PA, as well as a $375,000 DOJ COPS Hiring Program Grant for the City of Woodland, CA. Also in 2015, Heidi wrote and secured a $25,000 USDA Local Food Promotion Program Grant and $438,001 in DOJ Grants to Encourage Arrest Policies and Enforcement of Protection Orders for Cumberland County, ME, and a $238,435 in FEMA Assistance to Firefighters grant for the Town of Buxton, ME. In 2014, Heidi won over $14 million in USDA funding for our client, the North Carolina Electric Membership Corporation, and a $250,000 grant for the Midway City Sanitation District for Air Quality Improvement. Additionally, in 2014, Heidi wrote and won a $1.2 million TIGER planning grant for El Paso County, CO; a $572,524 Department of Justice (DOJ) Second Chance Act Grant, and a $97,000 USDA Local Food Promotion Grant for Cumberland County, ME.

Heidi received her B.A. in European History from the University of Victoria and her Masters in Public Administration, with a concentration in Public Management and Economic Analysis, from George Washington University.

Work Plan

TFG's Approach

TFG has reviewed the Scope of Work included in the RFP and will perform all tasks identified if selected to represent the County. To provide further detail, the following diagram provides a general overview of TFG's approach to developing a client's federal advocacy strategy, which is centered on three activity areas: Agenda Development, Advocacy and Communications. A summary of the tasks identified in the diagram follows.



Federal Agenda Development

Conduct Strategic Assessment of Opportunities. TFG will meet with County officials to learn about your priorities and help you define the County's desired federal goals and objectives. This will allow us to develop an in-depth understanding about priority projects, and to meet with local leadership, staff and partners, as determined by the County. We explore all aspects of the County's priorities to ensure that you are positioned to take advantage of all opportunities, and that you are aware of any potential threats to your interests.

Develop Federal Agenda and Strategy. TFG will develop a Federal Agenda that outlines the County's federal priorities, as well as the strategy to advance those priorities. Once approved by the County, the Federal Agenda serves as TFG's work plan, but remains flexible enough to be revised and improved upon, as needed. Making timely adjustments keeps the Federal Agenda current and enables the County to take advantage of new opportunities and to better manage any new challenges that arise. The Federal Agenda is reviewed and revised annually, if necessary, in preparation for the next session of Congress.

Advocacy

Preparing for Meetings in Washington, DC. TFG will work with the County to prepare the materials needed to advance your Federal Agenda, and successfully advocate the County's priorities. Developing persuasive, easy-to-understand messages that promote a well-articulated Federal Agenda are critical to achieving results.

Effective Bipartisan Advocacy. TFG strongly believes in a bipartisan approach to federal advocacy – most community needs and issues are not partisan. This approach has enabled our firm and our clients to smoothly transition into working with whichever party holds the majority. It also enables us to work cooperatively within a state's Congressional delegation, which is often bipartisan – like the California delegation.

Legislative and Regulatory Services. TFG will shepherd the County's legislative priorities through the entire legislative process, including bill introduction, when applicable, committee hearings, markups, and votes. We will ensure that you push your legislative priorities at the critical time. In Washington, DC, timing often marks the difference between achievable results and a missed opportunity. This process is particularly important when trying to include local priorities in the federal budget or to avoid cuts to critical federal programs. TFG consistently monitors legislative and regulatory action that can be either beneficial or harmful to our clients' priorities. We help our clients engage directly in the legislative and regulatory processes to ensure their support and/or concerns are known.

Enhance Relationships. Our team has working relationships with Inyo County's Congressional Delegation. We also have productive working relationships with key Congressional committee chairmen and staff; Administration officials within the Executive Office of the President; and key appointed officials and civil servants within the federal agencies. Additionally, we have existing relationships with stakeholder groups, trade associations and issue-oriented coalitions including, the National Association of Counties (NACO), U.S. Conference of Mayors, National League of Cities, and the American Public Transportation Association. Through these contacts, we remain actively involved in the development of legislation and regulations, as well as the preparation and adoption of the federal budget, annual appropriations bills, and competitive grant applications. By leveraging our contacts, we will enhance the County's existing relationships. In addition, by maintaining regular contact with the County's Congressional Delegation, we will keep them abreast of your priorities and when new issues arise during the legislative year. Just as we assist the County in promoting your priorities, TFG assists federal officials and their staff in identifying and undertaking activities to achieve the County's goals and objectives, being sure to reserve credit for the elected officials where it is due.

In addition, through our representation of the National Association of Towns and Townships, TFG has developed close working relationships with coalitions and organizations focused on rural communities. Those groups include the Campaign for a Renewed Rural Development, run out of NACo, and the REBUILD RURAL coalition, run out of the Farm Credit Council. TFG will utilize the connections we maintain with these groups to enhance our representation of the County on its rural issues. We will also work to help build relationships between these groups and the County.

Schedule Washington, DC Meetings. TFG practices a cooperative team approach in which the County is an integral part of the education and advocacy process in Washington, DC. We are committed to helping you become your own best advocate and will work closely with you to identify the best timing, audience and message when you are in Washington, DC. TFG encourages our clients to make at least one trip to Washington, DC to meet with their Congressional delegations and relevant federal agencies, and sometimes an additional trip is warranted depending on the progress of an issue and/or project.

TFG's team will prepare meeting materials, provide recommended talking points, brief you in advance, discuss political strategies, and answer all your questions to help you optimize your effectiveness during advocacy meetings and otherwise. Knowing how to deliver the right message to the right people is essential to successful advocacy and a cornerstone of TFG's clients' success.

TFG will make all arrangements for the most effective use of your time, resources and effort. We will coordinate meetings with Members of the Inyo County Congressional Delegation, other targeted Members, Congressional and committee leadership, and key federal agencies where it is important to raise the County's profile and to advocate effectively for the goals and objectives in the Federal Agenda. We personally guide you through these visits in Washington, DC, assist with related logistics, and provide all the necessary follow-up.

As noted previously, our California presence also allows us to schedule and attend meetings with key federal agency officials and staff as well as Congressional offices in local and regional offices in California and the West. This allows our clients to utilize all avenues and all contacts to reach their goals locally, regionally, and nationally.

Communications

Regular and efficient communication is essential to successful working relationships with our clients. We provide regular status reports, including monthly and year-end reports, to the County to review the status of each priority project and issue on the County's federal agenda. Based on your needs and availability, we can also convene regularly scheduled conference calls. Personalized reports to our clients include grant summaries and profiles that provide tips on how to be successful; topic-specific funding guides that review available grant and loan opportunities; legislative trackers that review pending bills related to a certain topic; and policy issue briefs that provide historical background and new developments on regulatory and administrative issues.

In addition to more personalized updates from your advocacy team, the County will benefit from the following communications: every Monday, TFG releases a Weekly Legislative Update and a Water and Natural Resources Update that provide a brief synopsis of relevant action that occurred the week before, as well as an outlook of what to expect from Congress and/or the Administration in the coming week. These outlooks include information on Congressional committee meetings and hearings. On Fridays, TFG provides a list of grant solicitations that were published that week, and we distribute quarterly grants reports that announce upcoming grant opportunities. TFG also develops comprehensive reports on major events coming out of Washington. For example, over the last several months, TFG prepared special reports for our clients on pending legislative matters after the Thanksgiving break, the release of the President's FY 2019 budget request, the announcement of the White House infrastructure plan, and the recent passage of the FY 2018 omnibus appropriations bills. We tailor these reports to focus on specific issues and areas of importance to local governments.

TFG periodically holds webinars on a variety of legislative issues that are important to our municipal clients, such as: transportation, sustainability, public safety, and housing. We also hold webinars on specific federal funding opportunities to help clients understand and navigate the parameters of major federal grant programs. These webinars feature TFG subject-matter experts, but also regularly include federal officials and other key experts, who provide insight into federal programs and strategies for increasing the competitiveness of client applications. Webinars are provided at no cost to TFG clients and all webinars are recorded and made available to clients after they are conducted, so that clients may circulate the presentations to colleagues.

Examples of Client Communications

The following snapshots are provided as examples of our weekly client communications. Additional samples of specific client work can be provided upon request.



tfg

Weekly Legislative Update
March 19, 2018

Congressional Outlook

The House and Senate are in session this week. The House will consider 11 bills under suspension of the rules, including the Strengthening Local Transportation Security Capabilities Act (H.R. 5089), which would reduce emergency response times by putting more federal law enforcement officers and resources near high-risk surface transportation assets. For the remainder of the week, the House will vote on the Alleviating Stress Test Burdens to Help Investors Act (H.R. 4566), which exempts non-bank financial institutions that are not under supervision by the Federal Reserve from the Dodd-Frank Act's stress testing requirements; the Trickett Wendler, Frank Mongiello, Jordan McLinn, and Matthew Bellina Right to Try Act of 2018 (H.R. 5247), which would improve access to experimental treatments for patients with terminal diseases or conditions; and the Financial Stability Oversight Council Improvement Act of 2017 (H.R. 4061), which amends the Dodd-Frank Act to require the Financial Stability Oversight Council (FSOC), when determining whether to subject a U.S. or a foreign nonbank financial co Reserve, to consider the appropriateness of imposing height to other forms of regulation to mitigate identified risks to U

The Senate will vote on the nomination of Kevin McAleenan and Border Protection. The Senate will also vote on the Allo Sex Trafficking Act of 2017 (H.R. 1865), which proposes providing new tools to law enforcement to prosecute crimin advertisements for prostitution and solicitation of victims of vote on a resolution (S.J. Res. 54) directing the removal hostilities in Yemen that have not been authorized by Con War Powers Act.

House and Senate negotiators are still trying to complete trillion spending measure to fund the federal government for stopgap spending bill runs through Friday, March 23, giving a bill. Negotiators are trying to resolve disputes over var agreement on the bill. House leaders may release the text Monday night, with a vote by Wednesday, with Senate con

On Monday, President Trump will travel to New Hampsh epidemic at Manchester Community College. On Tuesday Prince Mohammed bin Salman at the White House.

Week in Review

Cabinet Secretaries Testify to Senate Committee to Sell Infrastructure Plan

On March 14, five Trump Administration secretaries testified before the Senate Commerce, Science and Transportation Committee to defend and sell President Trump's infrastructure plan, which was released in early February. The hearing, which aimed to examine the various infrastructure policy reforms proposed by the Administration, featured Transportation Secretary Elaine Chao, Commerce Secretary Wilbur Ross, Labor Secretary Alexander Acosta, Agriculture Secretary Sonny Perdue, and Energy Secretary Rick Perry. The biggest issue discussed at the hearing was how to pay for the proposal, which the White House has yet to officially comment on. After the hearing, Committee Chairman John Thune (R-SD) told reporters, "There are some other offsets that we could come up with to put together a decent package, but to get the big really robust package the president's talking about, we have to come up with a significant source of revenues...And so far those haven't been identified." Read more...

Farm Bill Talks Stalled in the House

The farm bill is up for reauthorization in 2018, and consideration of both bills has generally been on track, with both committees planning to markup legislation in March or April. However, last week consideration ran into a snag in the House after Democrats opposed possible cuts to the food stamps program, also known as SNAP. Representative Collin Peterson (D-MN), the House Agriculture Committee's top Democrat, said Thursday that he would heed his colleagues' request that he stop negotiations until Chairman Michael Conaway (R-TX) gives members the text of the proposed farm bill, along with cost estimates and impact assessments. The Chairman originally hoped to release the farm bill text in preparation for markup the week of March 12 or March 19.

The Chairman could move the legislation out of committee without help from Democrats, but that could make it more difficult to win support from the Democratic Caucus on the House floor. If there were any conservatives that were not supportive of the legislation, Chairman Conaway would need some Democratic votes to avoid defeat on the House floor. Read more...

House Passes Secure Our Schools Program Reauthorization

On March 14, the House passed the Student, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (H.R. 4909) by a vote of 407-10. The bill would reauthorize DOJ's Secure Our Schools program at $75 million annually for FYs 2019-2028. There is also a version of the STOP School Violence Act in the Senate. The two bills are roughly similar but are not the same- the Senate STOP Act would authorize more grant funding, for example. Read more...

Senate Passes Dodd-Frank Reform Bill

On March 14, the Senate passed the Economic Growth, Regulatory Relief, and Consumer Protection Act (S. 2155) by a vote of 67-31. The bill would roll back several Dodd-Frank Act regulations for small and medium-sized banks. The bill also includes the Municipal Finance Support

TFG Grants Update
March 23, 2018

Grants by Agency
Department of Interior
Department of Justice

The TFG Grants Update highlights all federal and foundation grants of interest to a local government that have been announced in the current week. For additional information about any grants you see in this email, please contact your client manager, or

Karl Kalbacher, P.G.
Director of Environment, Economics & Grant Services, via email
or at (202) 331-8500

The Ferguson Group
1901 Pennsylvania Ave. NW
Suite 700
Washington, DC 20006
202-331-8500

Join Our Mailing List

New Grant Opportunities Announced

Department of Interior

FY 2018 WaterSMART Grants Program: Water and Energy Efficiency Grants - The purpose of this program is to support projects that result in quantifiable and sustained water savings. Projects supported through this program will conserve and use water more efficiently, increase the production of hydropower, mitigate conflict risk in areas at a high risk of future water conflict, enable farmers to make additional on-farm improvements in the future, and accomplish other benefits that contribute to water supply reliability in the western United States. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by May 10, 2018. Click here for more information.

FY 2018 WaterSMART Grants: Small-Scale Water Efficiency Projects - The purpose of this program is to support small-scale on-the-ground water efficiency projects that seek to implement work identified through previous planning efforts. Projects supported through this program will conserve and use water more efficiently, mitigate conflict risk in areas at a high risk of future water conflict, and accomplish other benefits that contribute to water supply reliability in the western United States. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery

FY 2018 WaterSMART Grants Program: Water Marketing Strategy Grants - The purpose of this program is to proactively address water supply reliability and increase water management flexibility by supporting the development of water marketing strategies that will establish or expand water markets or water marketing activities between willing participants. Water markets between willing buyers and sellers can be used to help water users meet demands efficiently in times of shortage, thereby helping to prevent water conflicts. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by July 17, 2018. Click here for more information.

Department of Justice

FY 2018 Specialized Services and Mentoring for Child and Youth Victims of Sex Trafficking - The purpose of this program is to support efforts to provide mentoring services for children and youth who are victims of commercial sexual exploitation and domestic sex trafficking (CSE/DST). Projects will prevent further victimization of children through mentoring, support services, and community awareness activities. Projects must provide direct service to youth up to the age of 18. Eligible applicants include State, local and Tribal governments, academic institutions, non-profit organizations and for-profit organizations. Applications must be submitted by May 15, 2018. Click here for more information.

FY 2018 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative - The purpose of this program is to encourage local jurisdictions to work with their Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) partners to utilize intelligence, technology, and community engagement to swiftly identify firearms used unlawfully and their sources, and effectively prosecute perpetrators engaged in violent



Table of Contents

Introduction 1

Division A: Agriculture, Rural Development, Food and Drug Administration, and Related Agencies ... 3

Conservation and Disaster Programs 3
Rural Development 3
Nutrition 4

Division B: Commerce, Justice, Science, and Related Agencies ... 4

Anti-Opioid Abuse 4
Agencies within the Department of Justice (DOJ) 5
State and Local Law Enforcement Grant Programs 5
Department of Commerce 6
National Science Foundation 6
National Aeronautics and Space Administration (NASA) 6
Other Notable Provisions 7

Division C: Department of Defense ... 7

Overseas Contingency Operations (OCO)/Global War on Terrorism (GWOT) 7
Military Personnel and Pay 7
Operation and Maintenance 7
Research and Development 8
Equipment Procurement 8
Defense Health and Military Family Programs 8

Division D: Energy and Water Development, and Related Agencies ... 8

Department of Energy (DOE) 9
U.S. Army Corp of Engineers (Corps) 9
Bureau of Reclamation 10

Division E: Financial Services and General Government ... 11

Opioid Epidemic 11
General Services Administration (GSA) 11
Internal Revenue Service (IRS) 11
Federal Communications Commission (FCC) 11
Election Assistance Grants: Preventing Election Interference 12
Small Business Administration (SBA) 12

Division F: Department of Homeland Security ... 12

Federal Emergency Management Agency (FEMA) 12
Cybersecurity 12
Transportation Security Administration 12
Immigration, Customs, and Border Security 13

Introduction

On March 21, 2018, Congress released the 2,282-page text of the $1.3 trillion fiscal year (FY) 2018 omnibus appropriations bill, the *Consolidated Appropriations Act, 2018*. The omnibus will fund the federal government for the remainder of FY 2018 (through September 30, 2018). Explanatory Statements for each division of the bill are available here.

The current Continuing Resolution (CR) funding the government expires on Friday, March 23. The House swiftly passed the bill on March 22 just hours after the bill text was released by a vote of 256-167. The Senate passed the bill in the early morning hours of March 23 by a vote of 65-32. President Trump briefly threatened to veto the bill because it does not address the Deferred Action for Childhood Arrivals (DACA) issue or provide enough funding for the Southwest border wall. However, he ultimately decided to sign the bill, warning Congress during a news conference that he would never sign a bill like this again. He also called on Congress to allow him line-item veto power for future spending bills.

Overall, the omnibus adheres to the recently enacted budget caps agreement, providing an additional $80 billion for defense and $63 billion for non-defense spending. The increase in defense spending is the largest year-to-year increase since the beginning of the War on Terror. Most of the increases in domestic spending are directed towards programs to fight the opioid epidemic, for homeland security, and for infrastructure. The bill includes nearly $4 billion in resources to combat the opioid crisis by investing in treatment, prevention and law enforcement programs. Congress also provided over $1.3 billion to support the President's request for funding for a physical barrier and associated technology along the Southwest border. Regarding infrastructure, the bill provides an influx of approximately $21 billion for a variety of infrastructure programs, including programs to build and improve transportation, water, cyber and energy infrastructure.

Summaries of each division of the omnibus are provided in this memo, which was assembled in part with information provided by the House and Senate Appropriations Committees.

Grant Services

As part of the Federal Agenda and strategy, there likely will be a significant grants component. TFG's Grants Office will support the team representing Inyo County to ensure all relevant competitive grant opportunities are explored. As previously mentioned, the County will receive a weekly list of newly published federal competitive grant solicitations and a quarterly outlook to give you enough time to prepare for upcoming grant opportunities. TFG's team provides the following key competitive grant services:

Opportunities Analysis. TFG provides a comprehensive approach to developing project priorities and identifies the best funding opportunities for those projects. We provide a full report of funding options and a recommended action plan that will improve award rates.

Project Evaluation. The project evaluation focuses on identifying funding opportunities for your specific projects. TFG will provide a list of funding opportunities along with recommendations about the best approach based on the project.

Strategic Advice. Once an opportunity is identified and you decide to move forward, we guide you in positioning the application for success. Central to our success is knowledge of the underlying program authorizing legislation and priorities of the grant-making agency.

Inside Track. We help put you face-to-face with program officers and decision makers within funding agencies. TFG gives our clients a competitive advantage: we pitch your projects while developing relationships with key agency officials and staff while gaining valuable insight on agency priorities related to specific grant opportunities.

Approach and Likelihood of Success

TFG thoroughly reviewed the issues and priorities outlined in the RFP, as well as the history of Inyo County. Please note that TFG has experience working on projects similar to every one of the projects identified on the list of Current Funding Needs in Section III of the RFP. As requested, we are outlining our recommended approach for two of these projects, including the Final Mile Fiber Optics project and the Water Systems project.

Managing expectations is a very important part of our client representation. We approach every project/issue with the expectation that it will succeed, but do not like to predict the likelihood of success. There certainly have been occasions where our clients have not succeeded in attaining a project or issue goal. We don't stop there, but find out what we could have done to be successful and make the necessary adjustments to ultimately achieve the best result for our clients.

Final Mile Fiber Optics

Working in conjunction with the County and interested stakeholders, TFG will plan to review, apply and advocate for both grant, loan, and loan-guarantee opportunities at both the federal and state level that fund "final mile" broadband planning, deployment, and adoption in the County. TFG staff has a lengthy history of demonstrated expertise and success in applying for these funds, as well as established relationships with the administrators and staff of these programs, especially within the U.S. Department of Agriculture (USDA), the U.S. Department of Commerce, and the Federal Communications Commission. TFG staff will work with

representatives from municipal government, tribal authorities, and broadband providers in the County to create a cohesive strategy that ultimately identifies the funding options that are best-suited for these local entities, create the most benefit for the region, and have the greatest likelihood of success.

Possible Sources of Funding. TFG specifically recommends these four federal programs for funding broadband deployment in the County. Two lending programs within the USDA Rural Utilities Service (RUS) – the Telecommunications Infrastructure Loans and Guaranteed Loans and Broadband Loans and Guaranteed Loans – support the construction, maintenance, improvement, and expansion of telephone service and broadband in rural areas or towns with a population of 5,000 or fewer. Eligible applicants include most entities that provide telecommunications in these qualified rural areas. Funding is available in the form of cost-of-money loans, guaranteed loans, and hardship loans. Of worthy note, RUS has the discretionary authority to apply provisions of the Substantially Underserved Trust Area (SUTA) statute to both programs. Those provisions include: offering interest rates as low as 2%, waiving non-duplication requirements, waiving matching or credit support requirements, extending repayment terms, and giving eligible applications the highest funding priority. SUTA was implemented to assist tribal governments with their infrastructure needs. However, non-tribal applicants can also request SUTA consideration.

Community Connect Grants provide financial assistance to eligible applicants in the provisioning of broadband service to all premises in currently unserved, lower-income, and extremely rural areas. Grant funds may be used to finance the construction, acquisition, or leasing of facilities, including spectrum, land or buildings to deploy service to all participating critical community facilities and all required facilities needed to offer such service to all residential and business customers located within the proposed funded service area. The application window for 2018 has closed, but opportunities to apply occur annually, usually during the second quarter, and we can work with the County to be prepared for the next solicitation. An estimated 15 awards ranging from $100,000 to $3 million will be granted in FY 2018.

The considerable interest in rural broadband access issues by policymakers in Washington, DC, has led to the creation of a new grant opportunity within the 2018 Farm Bill that includes sizable funding for network deployment. With the 2014 farm bill expiring on September 30, 2018, Congress is considering reauthorization of the RUS broadband loan program and other broadband-related provisions in the 2018 farm bill, as well as appropriating funding for these programs. In addition, the House and Senate have included funding ranging between $425 million and $550 million for a new rural broadband pilot grant program. This is in addition to the $600 million already allocated for that purpose by Congress in the 2018 Omnibus spending bill.

The RUS is currently drafting the eligibility criteria for these funds. The Omnibus broadband pilot stipulates that rural telephone and broadband service providers, rural electric cooperatives like Valley Electric Association that serves parts of Inyo County, private firms, nonprofits, and governments are all eligible for the funding. As with existing RUS projects, eligible deployments are those that serve rural areas with populations of 20,000 or less, that currently lack sufficient access to broadband service with speeds of at least 10 Mbps/1 Mpbs, and that are not currently served by an RUS borrower.

Water Systems

Addressing drinking water and wastewater needs of rural communities is always challenging. TFG has vast experience assisting communities in meeting their water supply and delivery needs and often helps clients find creative and innovative ways to address those needs in a cost-effective and efficient matter. The communities in Inyo County face a variety of water service issues ranging from water supply infrastructure to overall access

to clean and reliable sources of water. To start, TFG would work with County officials, as well as officials from impacted jurisdictions, to outline all projects and issues related to the County's water systems. This collective list would serve as a driving point for developing a strategy to systematically address each issue and project. Often, showing the whole picture helps strengthen the overall story for each individual component and can help establish a consistent line of federal resources and funding.

Possible Sources of Funding: Inyo County's rural designation, as well as the economic standing of some communities, opens the door to opportunities for federal funding in the form of technical assistance, direct grants, and loans from USDA and the Economic Development Administration (EDA). The Rural Utilities Service programs for water and wastewater infrastructure can be utilized to secure long-term, low-interest loans for large-scale water infrastructure projects. USDA direct grants are often awarded independently or in conjunction with these loans, in particular for more economically depressed areas. Similarly, EDA's Community Facilities program helps local communities through technical assistance, grants, and loans plan for and construct water infrastructure projects that help enhance and support local and regional economies. Both USDA and EDA rely significantly on the advice and work of their local, regional, and state offices in determining what projects will receive funding. Application periods for USDA and EDA are typically rolling and the best approach is to start working with local and state offices to develop support for projects before applying for funds. Of particular interest, TFG has found great success recently in working not only directly with the CA USDA office, but also with program officials at USDA in Washington, DC to identify creative solutions and tap in to underutilized programs for project funding.

Depending on the nature and size of the overall project, opportunities for funding also exist under the new Water Infrastructure Finance and Innovation Act (WIFIA) program through the Environmental Protection Agency and the U.S. Army Corps of Engineers. Similar to the State Revolving Fund (SRF) programs, the WIFIA program provides subsidized financing for large dollar-value projects. However, the minimum project size for small communities with a population of 25,000 or less is reduced from $20 million to $5 million. While the program can only fund a maximum of 49% of the total project cost, other federal funding can be acquired to bring the total federal share to up to 80%. TFG was instrumental in obtaining the Congressional authorization for the WIFIA program and is currently working with clients whose projects were selected in the first round of funding. The letter of interest process for the next round of WIFIA funding is currently open with a deadline of July 31, 2018.

Likewise, TFG is leading the effort to help create a similar low-interest, federally-backed loan program for the Bureau of Reclamation. Our work includes working with other communities and Members of Congress to pass legislation creating the authority for the new program. Once authorized, the program would provide opportunities for non-Federal sponsors to gain access to low-cost, long-term financing similar to that under WIFIA. The financing would be available to support a wide variety of water supply-related projects, including groundwater and surface water storage projects and water reuse. The loan program enhances existing grant programs under the Bureau of Reclamation's WaterSMART program and creates an additional funding resource for communities in the west to fund water resource projects.

Outreach Strategy

In general, TFG will apply the work plan strategies previously outlined in this proposal to address each of these projects. TFG will leverage its existing relationships on Capitol Hill, within the federal agencies, and with other national- and state-level organizations to secure resources for Inyo County. In doing so, TFG staff will schedule introductory and follow-up meetings with the offices of Sen. Diane Feinstein (D-CA), Sen. Kamala Harris (D-

CA), Rep. Paul Cook (R-CA-08), as well as officials and staff from targeted federal agencies. Information gleaned from these meetings will be used to strengthen advocacy initiatives and build political support. For the Final Mile project, TFG will work with the County to identify community leaders from local anchor institutions (CAIs), businesses, government, and other stakeholder groups to effectively advocate as a "coalition" for "final-mile" funding at both the federal and state level. In coordination with the coalition, TFG staff will create "talking points", draft Congressional letters, and media collateral (*e.g*, OpEds), as needed.

Information Required from the County

The County will provide or help facilitate the collection of the information that will help strengthen funding applications and proposals for each project. This information includes documentation that matching funds are available when needed for certain federal or state loan, loan guarantees, or grant programs; lists of potential local and regional supporters of the projects such as business and neighboring public agencies; public rights-of-way, zoning regulations, and related information as needed; and any other historical documents that help support the County's requests to Congress and the federal agencies.

Ability to Contract and Exceptions

TFG has reviewed the County of Inyo Standard Contract #119 included in the RFP and finds no exceptions to the proposed terms. TFG can meet all requirements identified in Contract #119 including those outlining insurance needs as referenced in the supplemental email to the RFP provided by Mr. Carunchio.

References

TFG provides Inyo County with the following three references for which we have performed federal advocacy services.

- **Ms. Shari McCracken**
  Chief Administrative Officer
  County of Butte, CA
  ADDRESS: 25 County Center Drive, Suite 200, Oroville, CA 95965
  PHONE: (530) 552-3305
  EMAIL: smccracken@buttecounty.net
  Client since 2004.

- **Mr. Wade Horton**
  County Administrative Officer
  County of San Luis Obispo, CA
  ADDRESS: 1055 Monterey Street D430, San Luis Obispo, CA 93408
  PHONE: (805) 781-5011
  EMAIL: whorton@co.slo.ca.us
  Client since 2009.

- **Mr. Mark Wolinski**
  Government Relations Administrator
  City of Roseville, CA
  ADDRESS: 311 Vernon Street, Roseville, CA 95678
  PHONE: (916) 774-5179
  EMAIL: mwolinski@roseville.ca.us
  Client since 2001.

Compensation Proposal

TFG spends the time necessary – and typically much more – to bring success to our clients. Our retainer contract approach to professional fees provides budget stability for our clients and gives your lobbying team the freedom to concentrate on achieving measurable results rather than focusing on billable hours. As a retainer client, the County will always have at its disposal TFG's diverse complement of staff experts in the full range of federal issues to help navigate this new and changing federal environment.

Fixed Fee:	$8,000 per month for the duration of the three-year contract period outlined in the RFP.
Services Provided:	Assumes the equivalent of approximately 18 hours of partner-equivalent time per month. A full retainer contract also provides the County with access to all TFG staff and federal grant services.
Expenses:	Reimbursable expenses, including out-of-town travel (pre-approved by client), in-town travel (taxicab), long-distance telephone charges, facsimiles, document reproduction, overnight delivery and in-town courier services, would not exceed $5,000 annually.

TFG stands ready to work closely with you to refine and tailor our retainer fee based on your needs. The figures included in this cost proposal depend on the final scope of services decided upon by the County.

Services for the City of Bishop Services

TFG understands the strong interplay between cities and counties, particularly those in rural areas. More often than not, rural cities and counties face the same issues, and success in addressing those issues is reliant on a coordinated and cohesive strategy. For this reason, TFG applauds the notion of Inyo County potentially combining forces with the City of Bishop to address mutual priorities and projects. More importantly, TFG can assist both the County and City in developing a unified federal platform to address not only regional needs, but individual priorities for the County and City. In fact, TFG has a history of joint contracts for communities in rural areas, and they remain some of our most successful clients.

While each of our contracts is set up independently, when two entities combine as a regional effort, we typically provide a discount to our normal retainer fees and enter in to one contract. TFG proposes to do the same in the event the City of Bishop elects to partner with Inyo County on advocacy efforts. Under this scenario, our work plan and scope of services would remain the same. The only difference, is that we would

be establishing a set of regional priorities as well as detailing individual projects of importance to each partner. The approach to advocacy would be a combined effort, creating efficiencies and synergy for all parties.

Our proposed compensation under a regional partnership with the City of Bishop would change marginally with an estimated increase of approximately $2,000 - $3,000 per month. The combined compensation for the regional contract would then range between $10,000 – $11,000 per month with an anticipated equal split between the City and the County, or whatever arrangement works best between the City and County. A scenario like this would reduce the County's monthly fees by approximately $2,000 - $2,500, or about 25% - 30%, without the County experiencing any reduction in service. Contractually, the simplest format would be one contract between the County and TFG with a separate MOU or reimbursement agreement established between the City and the County. However, TFG is also not opposed to entering into two separate agreements, one with the County and one with the City, both at the discounted rate.

If selected to represent the County at the federal level, and the option of adding the City of Bishop to the County's advocacy efforts comes to fruition, TFG proposes all parties meet to discuss goals, priorities, and projects to determine the best path forward on a regional agenda and work plan. We pride ourselves on the flexibility of our working arrangements with clients and would put that flexibility to use for both the County and City.

COUNTY OF INYO

REQUEST FOR PROPOSALS

For

Federal Advocacy Services

Deadline for Submission:
June 11, 2018

Submit Proposals to:

County of Inyo
Office of the County Administrator
P.O. Box N / 224 N. Edwards Street
Independence, California 93526

I. OVERVIEW

The County of Inyo invites proposals from qualified individuals and firms to provide the County with long-term **Federal Advocacy Services** focused, primarily, on securing federal funding and grants for an array of public works and economic development projects the County is planning or may pursue in the future. However, from time-to-time, due to federal land tenure patterns described below, the **Federal Advocacy Services** required by the County may extend to policy and regulatory matters.

To provide the County with an opportunity to meet its objective of being able to consider entering into a contract for **Federal Advocacy Services** with an individual or firm deemed responsive to its needs prior to the end of the County's fiscal year on June 30, 2018, the deadline for receipt of proposals is 5 p.m. June 11, 2018. Similarly, if responses to this Request For Proposals indeed result in the County identifying, in its sole discretion, an individual or firm deemed responsive to the County's needs and with whom a proposed contract can be successfully negotiated, staff anticipates requesting the Inyo County Board of Supervisors to consider approving the contract at its meeting on June 26, 2018.

The County desires that any agreement resulting from this Request For Proposals establish a long-term relationship with the selected respondent. Accordingly, unless otherwise proposed in responses submitted and agreed to in the resulting contract, the County expects the term of the contract will be for a minimum of 36 months (June 26, 2018 through June 30, 2021, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 36-month term, the contract will provide the County and Contractor the option to extend the contract for another five years on terms mutually agreed upon subject to approval by the Inyo County Board of Supervisors.

Finally, although not a requirement to be considered for the provision of **Federal Advocacy Services** to the County of Inyo, and certainly not expected to be made effective by or prior to June 26, 2018, respondents to this Request For Proposals are invited to consider submitting proposals that identify how their proposal, and any resulting contract, might be modified to provide similar **Federal Advocacy Services** to the City of Bishop, subject to separate consideration and approval by the City of Bishop City Council. The City of Bishop is the only incorporated city in Inyo County, and encompasses an area of 1.9 square miles; boasts a population of approximately 3,832 people; and operates on an annual budget of over $7 million. Ideally, respondents contemplating a proposal that provides for this option will submit a response whereby a portion of the scope of services proposed to be provided exclusively to the County for an agreed upon fee structure can subsequently be allocated to the City, upon agreement by the Bishop City Council and Inyo Board of Supervisors, with the City paying the County a prorated share of the contract costs. In providing for this option, the County is admittedly seeking to leverage the effort associated with its issuing this Request For Proposals, and the economies of scale associated with any resulting contract, to create a possible "two-for-one" arrangement that

could allow the County of Inyo and the City of Bishop to share in the fixed-costs for **Federal Advocacy Services** while allowing each entity the ability to receive these services acting independently or in concert.

Alternately, respondents inclined to submit a proposal that includes the optional component for providing similar services to the City of Bishop, may choose to structure this part of their response as a separate scope of work with separate fee schedule to be agreed upon between the respondent and City of Bishop, by separate contract. However, respondents embarking on this approach must, in their proposal, clearly demonstrate the cost-benefit of the *two separate contracts* arrangement to **both** the County and the City to receive any consideration in the application of the scoring criteria identified below.

II. ABOUT INYO COUNTY

Inyo County, California, was organized in 1866 from land set aside from Mono and Tulare counties. The County was originally named Coso County, and the town of Independence is designated as the County seat. The County is characterized as rural and frontier, and is located in the central-eastern part of the state. Comprised of more than 10,142 square miles, Inyo County is geographically the second largest county in California, and the ninth largest county in the continental United States.

Inyo County features an unparalleled variety of natural wonders and stunning vistas, recreational opportunities, cultural amenities, and rich native, pioneer, mining, water, and movie making histories. The County is home to Death Valley National Park, and surrounded by the 1.9 million-acre Inyo National Forest. The County boasts the lowest point in the Western Hemisphere, Death Valley's Badwater, at a depth of 282 feet below sea level; and, Mount Whitney, the highest peak in the Lower 48 states, towering at an elevation of 14,505 feet; as well as the oldest living things on Earth in the Ancient Bristlecone Pine Forest.



According to census information, the population of Inyo County in 2016 was estimated to be 18,326 (a decrease of about 1% over the 2000 census). The census also reports a median household income of $47,000, or 26% below that of the California median, and a median value of owner-occupied homes of $184,700, or 55% below that of the California median. Census data indicates 7,973 Inyo County households in 2016.

While its vast size and low population translates to a population density of less than 2 people per square mile, the majority of Inyo County's population, 85%, resides in the Owens Valley which runs north and south through most of the western part of the County. While the County seat is located in Independence, located in about the middle of the Owens Valley, the County's population center is approximately 45 miles to the north in Bishop, California. The greater Bishop area has a population of approximately 12,000.

As noted above, the City of Bishop is the only incorporated city in the County of Inyo, and has a population of 3,832. The County is home to five federally-recognized Indian tribes, as well as most of the land associated with China Lake Naval Weapons Station which has its headquarters to the south in Ridgecrest, in Kern County.

In spite of its size, only 1.7% of the land in Inyo County is privately owned. This limits the County's economic output and means for economic growth. The County's largest economic drivers are tourism and hospitality, government services, and agriculture. (A U.S. Locations And Resources Report recently prepared for the County by the Department of Commerce's SelectUSA Program is included with this Request For Proposals as Attachment A and provides additional economic data for Inyo County.) This land tenure pattern, described in more detail below, also results in low tax revenue which, in turn, limits the funds available to the County to provide basic public services or undertake critical infrastructure projects.

Public lands managed by the Federal Government account for 92% of the County's land mass, 67% of which has been federally-designated as wilderness. Over 100 years ago, the City of Los Angles acquired most of the land (and water rights) in the Owens Valley, and the City – through its Department of Water and Power – controls 3.9% of the land in Inyo County. Los Angeles owns 85% of the land in the Owens Valley, and this figure rises to 98% of the land in and around Owens Valley communities; making growth almost impossible. The State of California owns the remaining 2.4% of land in the County.

The Fiscal Year 2017-2018 County Budget is approximately $98 million dollars, with almost $60 million residing in the General Fund.

The County currently sends a delegation comprised of members of the Board of Supervisors and the County Administrator to Washington, D.C. two to three times a year, and has developed good working relationships with congressional representatives and their staff, as well as various agency officials and staff – most notably in the Commerce and Interior departments. Until recently, the County has typically adopted an annual Legislative Platform in January. However the Board of Supervisors' last update of the Legislative Platform occurred in 2014, and it is included as Attachment B to this Request For Proposals. Staff intends to bring an updated Legislative Platform forward for consideration by the Board of Supervisors once the process for selecting a Federal Advocacy Services consultant is completed.

Limited regional commercial air service is currently provided at Mammoth Yosemite Airport, located about 40 miles north of Bishop in Mono County. However, the larger Bishop Airport – a former military airport with three runways – is poised to obtain Part 139 Certification and begin providing more robust commercial air service to the region. The County has and expects to continue benefitting from Federal Aviation Administration discretionary funds for airport improvements. And, Mammoth Resorts has recently expressed its intent to begin directing its commercial air service subsidies to the Bishop Airport.

Digital 395, a publicly-funded, 583-mile, fiber optic "middle mile" project running in parallel with US Highway 395 from Carson City, Nevada, to Barstow, California, provides the Owens Valley with world-class technology infrastructure. The $109 million project was funded with an

ARRA grant of $82,263,000 and $26,837,000 in CASF funds from the California Public Utilities Commission. However, the same market forces (e.g., low population density) that required Digital 395 to be built without private sector investment continue to limit private-sector investment in building-out the "final mile" necessary for communities to begin realizing the benefits of the state-of-the art digital infrastructure.

Increasing commercial air service to the Eastern Sierra and completing the final mile of the Digital 395 fiber optic network are critical elements in efforts to diversify and grow the Inyo economy.

III. CURRENT FUNDING NEEDS

Inyo County's vast geography is exceeded only by its aspirations and potential opportunities. The infrastructure needs and economic development initiatives identified below are in various stages of development and provide a representative sample of some of the funding needs the County hopes to address by working with a consultant to provide effective **Federal Advocacy Services.** The County's funding priorities will continue to evolve and be refined based on timing, need, and Board of Supervisors approval.

Water Systems. The County operates three water systems serving the communities of Laws, Independence, and Lone Pine; all in need of critical capital improvements. Water service to the town of Independence is currently provided by a temporary transmission main. The cost of replacing just the Independence transmission main is $600,000, and replacing the Lone Pine transmission main is estimated as costing $3,000,000. Beyond these specific critical projects, large portions of the Lone Pine, Independence, and Laws water systems have a substantial amount of deferred maintenance/replacement work that need to be completed.

Additionally, several community water systems operated by other entities do not meet clean drinking water standards. For example, in Tecopa – located in the southeastern part of the County – residents and visitors have to obtain filtered drinking water from a vending machine.

Final Mile Fiber Optics. The 21st Century Obsidian Project, described more fully in Attachment C, is a County initiative to create a public-private partnership resulting in a publicly-owned, open access, fiber-to-the-premises network for the greater Owens Valley. The County is currently negotiating a design-build-operate contract with the developer of the Digital 395 Project. The cost of the Project, including providing fiber to every premises in the City of Bishop and on four Indian reservations, is $44 million.

Cellular Communications Towers. Cellular communications along the 395 corridor in the Owens Valley and, as can be imagined given Inyo's topography, throughout the County are spotty. In part, this is due to land tenure patterns and various bureaucracies' limiting locations that private entities can easily acquire or lease. This impacts public safety and quality of life, and limits economic development opportunities. To remedy the situation, the County has commissioned a cellular tower mapping project to identify the optimum locations throughout the Owens Valley for next generation cellular infrastructure. The County believes that, as a

government agency, it may have an easier time acquiring better sites for cellular transmission towers and, once these sites are identified and acquired, the County will require funding to develop the tower sites. Inyo County is open to pursuing this infrastructure need as a publicly-owned open access network, or as a limited public-private partnership.

Lone Pine Town Street Rehabilitation & Reconstruction Project. The County is seeking over $3,000,000 to rehabilitate and reconstruct 2.75 miles of streets in Lone Pine, including adding bike lanes.

NEPA for Federal Easements for County Roads. Ongoing ambiguity over the status of County-maintained roads on federal lands, most notably lands managed by the Forest Service, have led the County and Forest Service to identify the need for a comprehensive NEPA process that would evaluate these roads for the purposes of granting the County long-term or permanent easements for these routes.

Other Surface Transportation Needs. Like most jurisdictions, Inyo County has a tremendous backlog of road and bridge maintenance work that needs to be addressed to maintain the integrity of this infrastructure. This includes several mountain routes to trailheads and recreation facilities in Inyo National Forest. It also includes plans to expand the system of bicycle routes throughout the region, and dreams of restoring runs of narrow gauge railroad tracks.

Historic Mount Whitney Fish Hatchery. Deeded by the community to the State of California to raise Golden Trout over 100 years ago, the California Department of Fish & Wildlife has discontinued use of this facility, which includes an architecturally-iconic hatchery building, 40 acres of grounds, and water rights. The County has been in discussions with the State to acquire the property, but uncertainties regarding the status of soil contamination following the removal of underground storage tanks years ago has slowed progress to transfer the facility. The State is worried about exposing itself to possible liability by waking the proverbial sleeping dog, and if the County assumes ownership, it will need to be prepared to address at this time open-ended (albeit perceived to be limited) on-site remediation. In addition to funds for potential clean-up, if the County proceeds with acquiring the property, it will seek funding for an economic reuse plan and implementing its results.

Other Economic Development Initiatives. In the past year, the County has undertaken several economic development studies/analyses that, in addition to encompassing some of the projects identified above, are expected to provide sign-posts to inform an overarching economic diversification and enhancement strategy for which the County will seek funding to implement.

IV. MINIMUM SCOPE OF WORK

In requesting and evaluating proposals for **Federal Advocacy Services**, the County of Inyo intends to rely on the expertise of the respondents, as experienced professionals, to recommend and demonstrate the most advantageous and cost-effective means of assisting the County in (1) identifying, prioritizing, pursuing and obtaining federal funding for a myriad of public works and economic development projects the County has identified, or may identify in the future, as

necessary and/or desirable; and, (2) to informing and advocating for the County's Legislative Platform as well as specific legislative and regulatory initiatives.

At a minimum, the Consultant selected to provide **Federal Advocacy Services** will be expected to agree to, and successfully implement the following Scope of Work. In preparing proposals, respondents are encouraged to identify efforts and activities they will agree to undertake in addition to this minimum Scope of Work:

1. **Funding Priorities.** On an annual basis, work with the County to understand and analyze its funding needs for public works and economic development projects and initiatives, as well as ongoing and enhanced delivery of public services, that results in priortizing the County's key funding needs in a manner that best aligns with federal budget opportunities.

2. **Legislative Platform.** Review and provide input to inform the County's development of its annual Legislative Platform. Work with the County to identify and remain cognizant of the highest federal legislative priorities of the Inyo County Board of Supervisors. Monitor and provide information to the County about federal legislative issues related to its Legislative Platform and, particularly the Board of Supervisors' top legislative priorities. Communicate County interests to, and receive feedback from, elected and appointed officials. Areas that may be covered by advocacy services include but are not limited to: transportation and transit, agriculture, economic development, health and human services, homeland security, housing, environmental protection, energy and water resources.

3. **Identification and pursuit of funding opportunities.** Once funding priorities have been established, continuously monitor and identify likely funding sources. Assist the County in effectively pursuing, preparing and obtaining federal funding and grants.

4. **Preparation of effective briefing materials.** Once funding and legislative priorities have been identfied, work with the County to develop specific briefing papers or other materials for high-priority items and an agenda for all other items. These briefing papers will be used to educate and win support for funding and legislative/regulatory priorities from key federal agency staff and appointees and legislators.

5. **Meetings with key federal officials.** As requested or recommended, organize meetings in Washington, D.C. for County officials with members of Congress and staff of the Washington delegation, key Administration officials, staff from the federal agencies, as well as other relevant Congressional committee members and staff. The visits will support the County's federal funding, legislative, and policy initiatives. When appropriate, also organize meetings with county officials and federal congressional and federal agency offices in California.

6. **Maintain visibility of County funding needs and legislative issues.** Conduct frequent follow-up meetings and contacts with the County's congressional delegation, key staff for the House and Senate leadership and committees, and staff and officials from relevant

federal agencies in order to ensure that the County's issues and requests remain a high priority.

7. **Coalition-building services.** Facilitate the identification and building of strategic relationships between the County and the National Association of Counties, as well as other associations, organizations, and entities that will assist the County in achieving its funding and legislative priorities.

8. **Monthly written statements of work.** At a minimum, provide monthly written updates to the County's contract manager detailing the activities undertaken during the previous month on behalf of the County of Inyo, and reporting on the status of funding and legislative priorities.

9. **Regular phone calls and briefings to the County.** At least monthly, and more often during critical times in the legislative and funding processes, conduct phone briefings with County staff and officials to report on projects and initiatives that are underway.

10. **Availability.** Maintain phone and email contact with County representatives to provide information on emerging issues and to field inquiries from County Supervisors and executive staff.

11. **In-person visits.** Make in-person visits to Inyo County throughout the year to discuss the County's federal strategy, including: briefing staff and the Board of Supervisors on funding and legislative priorities, and facilitating visits, tours, briefings, and press events involving members of the congressional delegation and staff.

12. **Annual Report.** Annually, and at least 30 days prior to the time by which the County must decide whether to continue its engagement for **Federal Advocacy Services**, provide an annual report reviewing accomplishments and recommending possible changes in priorities or the process, including to this Scope of Work, in the future.

V. PROPOSAL (SUBMITTAL) REQUIREMENTS

The response (submittal) to this Request For Proposals must, at a minimum, contain the following sections:

1. **Cover Letter**. A cover letter introducing the individual's or firm's interest in this project, and including the legal name, address, email, telephone and fax numbers of the individual or firm, signed by the person delegated to legally bind the individual or firm to the proposal.

2. **Recent Engagements.** Describe the individual's or firm's client engagements within the past five years performing similar work involving federal lobbying and funding efforts. Additionally, respondents must disclose any work ever performed by the individual or firm on behalf of the City of Los Angeles or the City of Los Angeles Department of Water and Power.

3. **Key Personnel.** Identify specifically the key personnel who will be assigned to work with the County of Inyo, and describe the work they will perform on behalf of the County. Submit biographies and pertinent experience of the key personnel proposed to perform the work.

4. **Work Plan.** Provide a work plan that demonstrates the respondent's understanding of the County's requirements and needs, and the respondent's ability to successfully accomplish the Scope of Work identified in Section IV, as well as any additional services the respondent may want to propose for consideration. The work plan should clearly delineate the services the County will receive for the compensation proposed.

   With regard to the work plan's relation to the specific minimum components of the Scope of Work described in Section IV, the work plan must, at the very least:

   a) Identify the respondent's recommended process for determining, and intervals for updating, the County's funding and legislative priorities.

   b) Quantify any limits on the number of funding priorities, and limits on the number of legislative priorities, and time dedicated thereto the individual or firm will pursue on behalf of the County of Inyo in any given year (or other specified timeframe) corresponding to the fixed fee identified in the respondent's compensation proposal. Identify the means, and any cost associated with switching or adding to funding and legislative priorities during the year (or other specified timeframe).

   c) Describe the level and nature of work that will be performed by the responding individual or firm, and that which is expected to be performed by the County, in preparing briefing materials, funding requests and grant applications for the fixed fee specified in the respondent's compensation proposal. Identify and clearly distinguish additional preparatory services the respondent can provide for an additional fee.

   d) Detail how, and the frequency with which the individual or firm will ensure the County's funding and legislative priorities remain effectively visible to key federal officials.

   e) Suggest, based on initial knowledge of Inyo County and its funding and legislative priorities, which immediately-obvious coalitions and relationships the respondent would recommend the County pursue, and the assistance the respondent will provide.

   f) Identify the maximum number of Washington, D.C. visits and meetings the respondent will coordinate, and the minimum number of in-County visits the respondent make for the fixed fee specified in the respondent's compensation proposal.

5. **Approach and Likelihood of Success.** Select any two of the illustrative County funding priorities identified in Section III and describe your approach for assisting the County in obtaining these funds, and the realistic likelihood of success. Identify possible sources of funding, information required from the County, information and services to be provided by the Consultant, steps in the process including communications and in-person meetings between the County and Consultant, and the County, Consultant and federal officials, and reasonable measures of success.

6. **Ability to Contract and Exceptions.** This Request For Proposals, and the submittal presented by the respondent with whom the County may choose to contract as the result of this process, will be incorporated into the agreement submitted to the Inyo County Board of Supervisors for approval. The respondent must provide a statement as to the individual's or firm's ability and willingness to enter into County of Inyo Standard Contract #119, and note any exceptions. A sample of Standard Contract #119 is attached as Exhibit I, which may be modified to incorporate provisions described in this RFP or the resulting negotiation of proposals. Only those exceptions to Standard Contract #119 identified in the respondent's proposal will be considered during the negotiation process.

   Alternately, if an individual or firm prefers to use its own contract form, the contract must be included in the respondent's proposal and the County reserves the rights to negotiate its own exceptions to the contract.

   This section should also be used for the respondent to summarize any exception(s) to the Scope of Work (Section IV).

7. **References.** Submit a minimum of three client references (preferably rural counties in California or the West), with contact names and their phone numbers and e-mail addresses, where similar services have been provided, and identify the duration of the relationship.

8. **Compensation Proposal.** The proposal must clearly and simply identify the monthly flat fee the individual or firm will charge the County for the services identified in the Scope of Work and corresponding Work Plan, including any quantification of minimum and maximum levels of service and engagement identified in the Work Plan (see 4a-4f above), during the first 36-month term of the contract. Clearly identify any separate expenses to be negotiated, and the cost for any additional services that may be requested by the County or proposed by the respondent.

9. **Services for the City of Bishop Services (Optional).** As noted in the Overview Section above, respondents to this Request For Proposals are invited to indicate their willingness to provide similar or shared **Federal Advocacy Services** to the City of Bishop if, at a later date, the City of Bishop City Council elects to avail the City of such services. Although optional, respondents choosing to submit this optional proposal will be eligible to receive up to five (5) bonus points as described in the Evaluation Criteria Section below.

Respondents electing to provide this optional proposal for providing **Federal Advocacy Services** for the City of Bishop working in concert with or independently of the County of Inyo should either:

a) Describe how the services specified in the Scope of Work and corresponding Work Plan for the County of Inyo exclusively could subsequently be allocated between the County and the City for the same cost specified in the respondent's Compensation Plan. Under this scenario, the services would be provided under the County's contract with the Consultant, and the City would reimburse the County for its share of the services to which it has access.

OR

b) Propose a separate Work Plan and Compensation Plan to be implemented through a separate contract with the City of Bishop, AND showing how both the City and County will benefit – save money and receive more services than would otherwise be possible – through this approach. Failure to clearly demonstrate the cost-benefit to the County from this approach will result in zero bonus points being awarded through the application of the Evaluation Criteria.

[Continued Next Page]

VI. SUBMISSION OF PROPOSALS / DEADLINE

The deadline for receipt of proposals is 5 p.m. June 11, 2018. Submissions must be hard copies and include one (1) unbound original and three (3) copies and be sent to:

County of Inyo
Office of the County Administrator – Federal Advocacy Services RFP
P.O. Drawer N / 224 N. Edwards Street
Independence, CA 93526

Note: The U.S. Post Office will only deliver mail addressed to the P.O. Drawer, not the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

Submittals received in response to this solicitation become County property and are subject to public disclosure. Proposals will not be returned to the respondents, and any information a respondent desires to be kept confidential should be excluded from any proposal.

[Continued Next Page]

VII. EVALUATION CRITERIA

All proposals received by the submital deadline will be evaluated and scored by an evaluation committee comprised of County representatives using the following criteria:

Criteria	Scoring Points Possible
Completeness. Was the proposal submitted on time, in triplicate, and does it include the required components identified in Section V. PROPOSAL (SUBMITTAL) REQUIREMENTS above?	Pass/Fail
Clarity. Is the proposal presented in a manner that is easy to understand and clearly articulates the services that will be provided for the compensation sought; allowing the evaluation committee to easily assess the overall value to the County?	10
Value of Funding Advocacy. How does proposed level of advocacy for funding priorities (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought?	40
Value of Legislative Advocacy. How does proposed level of advocacy for legislative priorities (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought?	15
Quality of Proposed Work Plan. Is the proposed work plan feasible and thorough and demonstrate the proposer's reasonable understanding of the County's needs and challenges? Does the work plan represent an exceptional value to the County; including the number of in-County and Washington, D.C. visits proposed for the base fee?	20
Experience. Does the experience of the individual or firm, and key personnel, indicate the ability to succesfully accomplish the Scope of Work? Do references support this conclusion?	10
Ability to Contract. Do any exceptions to the County's proposed contract, or the contract proposed by the respondent, reduce the likelihood of being able to successfully negotiate an agreement?	5
MAXIMUM POSSIBLE SCORE	**100**
BONUS POINTS **City of Bishop Option.** If the proposer has included an option for also providing Federal Advocacy Services to the City of Bishop pursuant to Section V. Paragraph 9. Services for the City of Bishop Services (Optional) above, does this optional proposal clearly demonstrate an added value to the County of Inyo and the City of Bishop? Note: The County is providing for this option as a courtesy to the City of Bishop and does not warrant the City of Bishop will ultimately avail themselves of any proposed services. That decision will be made, if it is made, in the sole discretion of the City of Bishop and Bishop City Council, and occur after the selected Consultant enters into its contract with the County of Inyo.	**5**

VIII. EVALUATION PROCESS

A review committee comprised of County representatives will evaluate all submitted proposals. The evaluation will be based soley on the information conveyed in the proposal, including information gleaned from client references provided by the respondent.

Proposals (submittals) will be scored and ranked by the evaluation committee based on the Evaluation Criteria set forth above and an overall assessment of "best value" to the County. For purposes of ranking proposals, the total score that each proposal receives from each member of the review committee will be totaled to arrive at an aggregate score for each proposal. If the review committee is comprised of five (5) or more reviewers, the highest and lowest score assigned to each proposal will be excluded from the aggregate score.

The evaluation committee may, in its discretion, request oral presentations/interviews with all proposing firms/individuals or with the highest-ranked firms/individuals only, and/or may request the presentation of revised proposals from the highest-ranked firms/individuals ("short-list"), followed by an evaluation and ranking of the revised proposals.

The County reserves the right to proceed directly to negotiations with the highest-ranked firm/individual immediately following the initial presentation and evaluation of proposals, and negotiate with multiple respondents. All contracts over $10,000 are subject to approval by the Inyo County Board of Supervisors. Inyo County reserves the right to reject all proposals received in response to this Request For Proposals. The County also reserves the right to waive variations from the specifications that do not render a proposal non-conforming, and the County retains the right to disregard non-conformities, non-responsive proposals or conditional proposals if in the best interest of the County.

Successful negotiations with the highest-ranked respondent will result in a professional services contract with a detailed scope of work, and including this Request For Proposals and the respondent's submittal, being presented for consideration by the Board of Supervisors. See County of Inyo Standard Contract #119. If the County is unable to negotiate a satisfactory contract with the highest-ranked individual/firm, the next highest-ranked individual/firm may be contacted for contract negotiation. This method will continue until a contract is successfully negotiated or until all proposals are rejected, in the best interests of the County.

[Continued Next Page]

IX. CONTRACT TERM

Unless otherwise negotiated, the County expects the term of the contract will be for a minimum of 36 months (June 26, 2018 through June 30, 2021, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 36-month term, the contract will provide the County and Contractor the option to extend the contract for another five years on terms mutually agreed upon subject to approval by the Inyo County Board of Supervisors.

X. RFP QUESTIONS & INQUIRIES

Any inquiries regarding this solicitation must be made in writing in the form of an e-mail, addressed to Kevin Carunchio, County Administrator, at kcarunchio@inyocounty.us, with "FEDERAL ADVOCACY SERVICES RFP QUESTION" in the subject line. At its sole discretion, the County may respond to inquiries made in this manner and received no later than 5 p.m. on Thursday, June 7, 2018.

Any County responses to inquiries regarding this RFP will be simultaneously emailed to all potential respondents who, as of the time of the County's specific response, have been included on a Notification List. To be placed on the Notification List and receive responses to inquiries the County may issue, or be notified of changes to this RFP, interested parties must notify Mr. Carunchio, via email with "FEDERAL ADVOCACY SERVICES RFP NOTIFICATION LIST" in the subject line, no later than 5 p.m. on Friday, June 1, 2018. Receipt of the request will be confirmed via e-mail as soon as possible. Interested parties not receiving e-mail confirmation of their request to be placed on the Notification List should contact Mr. Carunchio at (760) 878-0292 to ensure their request has been received.

XI. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise the County of Inyo, in writing, of any current Federal Suspension and Debarment.

Debarment Certification. By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

###

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

TERM:

FROM: July 1, 2018 TO: June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** 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.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

Each Insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity**.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND
THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Federal Advocacy Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 through June 30, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

"The term of this Agreement shall be from July 1, 2018 to June 30, 2022, unless sooner terminated as provided below."

/// NOTHING FOLLOWS \\\

The effective date of this Amendment to the Agreement is July 1, 2021.

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

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND
THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF July, 2021.

COUNTY OF INYO

By: _____

Dated: 07-07-2021

CONTRACTOR

By: _____
Signature

W. Roger Gwinn, CEO
Type or Print

Dated: 05/27/2021

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 RISK ASSESSMENT:

_____
County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of June 2022 an order was duly made and entered as follows:

CAO-Economic Development – Ferguson Group Contract Amendment No. 2

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Amendment No. 2 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2023 in an amount not to exceed $101,000, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorized the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 21st
Day of June, 2022

LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO Economic Development* *Other:* *DATE: June 24, 2022*

County of Inyo

County Administrator - Economic Development

CONSENT - ACTION REQUIRED

MEETING: June 21, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Amendment 2 to Contract with The Ferguson Group LLC

RECOMMENDED ACTION:
Request Board approve Amendment No. 2 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2023 in an amount not to exceed $101,000, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:
On June 26, 2018, your Board approved a three-year contract with The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County. The Ferguson Group was one of nine firms submitting proposals to the County in response to a formal Request for Proposals. A review committee comprised of two members of the Board, the Inyo County Public Works Director, Inyo County Counsel, and County Administrator independently reviewed and then met to rank and score each proposal. The Ferguson Group emerged from the process as the highest-ranked respondent.

The original contract, for a total amount not to exceed $303,000 ($101,000 per year), expired June 30, 2021 and was extended another year by Amendment No. 1 approved in May 2021. Included in the contract is a provision that allows the County, in its sole discretion, to annually elect to continue the agreement for another 12 months beyond the original term. The contract also provides the County and The Ferguson Group the option to extend the contract for another five years, at the end of the original 36 months, on terms mutually agreed upon. For now, your Board is asked to extend the contract with The Ferguson Group another 12 months, after which a five-year extension will be considered.

BACKGROUND/HISTORY OF BOARD ACTIONS:
N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to approve the contract amendment, modify the contract amendment, or direct the issuance of another RFP. None of these alternatives are recommended.

OTHER AGENCY INVOLVEMENT:
The Ferguson Group engages federal agency officials and staff as well as the County's congressional delegation to obtain funding for priority projects identified by your Board.

FINANCING:
Funding for this contract is included will be included in the Fiscal Year 2022-2023 Budget under Advertising County Resources.

ATTACHMENTS:
1. Ferguson Group Contract Amendment 2
2. Ferguson Group Contract Amendment 1
3. Ferguson Group Contract

APPROVALS:

Darcy Ellis	Created/Initiated - 6/13/2022
John Vallejo	Approved - 6/14/2022
Amy Shepherd	Approved - 6/14/2022
Leslie Chapman	Final Approval - 6/16/2022

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 to June 30, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

1. **Paragraph 2. TERM is amended to read as follows:**

   "The term of this Agreement shall be from July 1, 2018 to June 30, 2023, unless sooner terminated as provided below."

2. **Paragraph 3.D. Limit Upon Amount Payable Under Agreement is amended to read as follows:**

   "The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in each fiscal year during which this Agreement is in effect, including incidental expenses, if any, shall not exceed $101,000 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit."

///NOTHING FOLLOWS\\\

The effective date of this Amendment to the Agreement is July 1, 2022.

All the other terms and conditions of the Agreement are unchanged and remain the same. County of Inyo Standard Contract – No. 119

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

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

16 DAY OF June, 2022.

COUNTY OF INYO

By: _____

Dated: 06/16/2022

CONTRACTOR

By: _____
Signature

W. Roger Gwinn, CEO
Type or Print

Dated: June 16, 2022

APPROVED AS TO FORM AND LEGALITY

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20th day of June 2023 an order was duly made and entered as follows:

CAO-Economic Development – The Ferguson Group Contract Amendment No. 3

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve Amendment No. 3 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2024 in an amount not to exceed $101,000, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Marcellin absent.

WITNESS my hand and the seal of said Board this 20th
Day of June, 2023

NATHAN GREENBERG
Clerk of the Board of Supervisors

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO Econ. Dev.* *Other:* *DATE: June 22, 2023*

INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
County Administrative Officer

DARCY ELLIS
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

June 20, 2023

Reference ID:
2023-3850

Amendment No. 3 to Contract with The Ferguson Group

County Administrator - Economic Development

ACTION REQUIRED

ITEM SUBMITTED BY
County Administrator

ITEM PRESENTED BY
Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:
Approve Amendment No. 3 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2024 in an amount not to exceed $101,000, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:
On June 26, 2018, your Board approved a three-year contract with The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County. The Ferguson Group was one of nine firms submitting proposals to the County in response to a formal Request for Proposals. A review committee comprised of two members of the Board, the Inyo County Public Works Director, Inyo County Counsel, and County Administrator independently reviewed and then met to rank and score each proposal. The Ferguson Group emerged from the process as the highest-ranked respondent.

The original contract, for a total amount not to exceed $303,000 ($101,000 per year), expired June 30, 2021 and was extended another year by Amendment No. 1 approved in May 2021. Amendment No. 2 in 2022 extended the contract for yet another year. Included in the contract is a provision that allows the County, in its sole discretion, to annually elect to continue the agreement for another 12 months beyond the original term. The contract also provides the County and The Ferguson Group the option to extend the contract for another five years, at the end of the original 36 months, on terms mutually agreed upon. For now, your Board is asked to extend the contract with The Ferguson Group another 12 months, after which a five-year extension will be considered.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	010202
Budgeted?	Yes	**Object Code**	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
There will be almost $18,000 remaining on the FY 2022-2023 contract.			

Future Fiscal Year Impacts
TBD based on contract extension/renewal.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract amendment, modify the contract amendment, or direct the issuance of another RFP. None of these alternatives are recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

The Ferguson Group engages federal agency officials and staff as well as the County's congressional delegation to obtain funding for priority projects identified by your Board.

ATTACHMENTS:

1. Ferguson Group Contract
2. Ferguson Group Contract Amendment 1
3. Ferguson Group Contract Amendment 2
4. Ferguson Group Contract Amendment 3

APPROVALS:

Darcy Ellis	Created/Initiated - 6/14/2023
Darcy Ellis	Approved - 6/14/2023
John Vallejo	Approved - 6/15/2023
Amy Shepherd	Approved - 6/15/2023
Nate Greenberg	Final Approval - 6/15/2023

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 to June 30, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

1. **Paragraph 2. TERM** is amended to read as follows:

   "The term of this Agreement shall be from July 1, 2018 to June 30, 2024, unless sooner terminated as provided below."

2. **Paragraph 3.D. Limit Upon Amount Payable Under Agreement** is amended to read as follows:

   "The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in each fiscal year during which this Agreement is in effect, including incidental expenses, if any, shall not exceed $101,000 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit."

///NOTHTNG FOLLOWS\\\

The effective date of this Amendment to the Agreement is July 1, 2023.

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

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 20th DAY OF June, 2023.

COUNTY OF INYO

By: _____

Dated: 06/20/2023

CONTRACTOR

By: _____
Signature

W. Roger Gwinn, CFO
Type or Print

Dated: June 8, 2023

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of January 2024 an order was duly made and entered as follows:

CAO – The Ferguson Group Contract Amendment No. 4/CSAC Grants Contract

The agenda item was moved from the Consent Calendar to the Regular Agenda for further discussion and Assistant CAO Meaghan McCamman explained that bringing the California State Association of Counties Grants Initiative into the fold will allow the County to plan and act on future grant opportunities more efficiently.

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to:

A) Ratify Amendment No. 4 to the contract between the County of Inyo and The Ferguson Group (TFG), removing the Grant Services portion of the Scope of Work, reducing the monthly compensation from $8,000 per month to $5,000 per month effective January 1, 2024, removing travel reimbursement expenses, and extending the term end date from June 30, 2024 to June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and

B) Approve the three-way agreement between the County of Inyo and California State Association of Counties (CSAC) and The Ferguson Group (TFG) for the provision of Grant Services in an amount not to exceed $50,000 for the period of February 1, 2024 - January 31, 2025, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO X Other: DATE: January 23, 2024

WITNESS my hand and the seal of said Board this 16th
Day of January, 2024

NATHAN GREENBERG
Clerk of the Board of Supervisors

By: _____

INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
County Administrative Officer

DARCY ELLIS
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2023-4457

The Ferguson Group Contract Amendment / California State Association of Counties Grants Contract

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY
Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY
Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

A) Ratify Amendment No. 4 to the contract between the County of Inyo and The Ferguson Group (TFG), removing the Grant Services portion of the Scope of Work, reducing the monthly compensation from $8,000 per month to $5,000 per month effective January 1, 2024, removing travel reimbursement expenses, and extending the term end date from June 30, 2024 to June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and

B) Approve the three-way agreement between the County of Inyo and California State Association of Counties (CSAC) and The Ferguson Group (TFG) for the provision of Grant Services in an amount not to exceed $50,000 for the period of February 1, 2024 - January 31, 2025, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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 - each year, Inyo County submits several requests for appropriations earmarks and in many years the County receives funding well in excess of the annual cost of the TFG contract. Recent examples include $205,000 for the Small Business Resource Center, $2 million for the Bishop Airport Terminal, and $19.48 million through the Federal Lands Access Program (FLAP) grant for Stateline Road.

TFG is now partnered with the California Association of Counties (CSAC) 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 each year. Working with TFG, County staff has developed a plan to divert funds from the existing grant portion of the TFG contract over to the CSAC Grants Initiative in order to take advantage of this broad suite of new grant support services. Under this new arrangement, our usual annual budgeted amount for the TFG contract will be split between TFG Federal Advocacy Services, which we will maintain at our current level, and the CSAC/TFG Grants Initiative, expanding access to an array of grant supports.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	010202
Budgeted?	Yes	**Object Code**	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
This results in no additional budgeted costs.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the TFG Contract Amendment and the contract with CSAC for Grant Services. This is not recommended, as the suite of grant-related services that the County is purchasing through the CSAC contract exceeds the grant-related scope of services that were previously purchased directly through TFG, while the cost fits within the amount the County has budgeted annually for TFG.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. CSAC Grant Agreement Draft Contract 24.25
2. CSAC Grants Initiative - Revised and Signed MSA - with Exhibits A and B (002)
3. TFG Amendment #4

APPROVALS:

Meaghan McCamman	Created/Initiated - 1/10/2024
Darcy Ellis	Approved - 1/10/2024
Denelle Carrington	Approved - 1/10/2024
Amy Shepherd	Approved - 1/10/2024
Nate Greenberg	Final Approval - 1/11/2024

MASTER GRANT SERVICES AGREEMENT BETWEEN CALIFORNIA STATE ASSOCIATION OF COUNTIES AND THE FERGUSON GROUP, LLC

This Master Grant Services Agreement ("Master Agreement") is made and entered into this 1st day of June 2023 by and between the California State Association of Counties (hereinafter referred to as "CSAC") and The Ferguson Group, L.L.C. (hereinafter referred to as "TFG"), and replaces the previous Master Services Agreement entered into on the 16th of March, 2023.

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.

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 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 and Participating Members pursuant to one or more sub-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. As required by the August 15, 2022 agreement between CSAC and TFG, the services made available to Participating Members shall be provided at a the 20 percent discounted rate, with 50 percent of the discount to the Participating Member and 50 percent to CSAC.

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 TFG, CSAC, and the Participating County.

II. OBLIGATIONS OF THE CALIFORNIA STATE ASSOCIATION OF COUNTIES

a. CSAC 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 both CSAC and TFG as well as the Participating County.

b. TFG shall submit all invoices to CSAC. Invoices delivered to CSAC 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 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 and an itemization of the 10 percent discount CSAC receives as a result of each Participating County agreement (i.e., CSAC's 50 percent of the 20 percent discounted rate as set forth in the August 15, 2022 agreement between CSAC and TFG) ; and
   iv. Any additional information as determined by CSAC and communicated to TFG at least fifteen (15) days notice in writing.

c. CSAC shall make payments to TFG on all invoices within 30 days of receipt of funds from Participating Counties.

III. CSAC 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.

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 June 1, 2023 and terminate on December 31, 2024. The parties may mutually agree in writing to extend the term of this Agreement.

b. No County Agreement shall be executed pursuant to this Master Agreement if the time or deadline for performance thereof extends beyond the then-applicable expiration date of the Master 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 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 and/or the Participating Counties, and not otherwise subject to any confidentiality requirement, CSAC 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 and Participating Counties.

VIII. GENERAL PROVISIONS

a. Relationship of Parties. The relationship of TFG and CSAC 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 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 are identified by TFG as creating a potential conflict of interest, TFG shall inform CSAC of the potential conflict. If a potential conflict is identified by CSAC, CSAC shall inform TFG of the potential conflict. In case of a disagreement, CSAC 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 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 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 to TFG, unless otherwise agreed to in writing by CSAC and TFG. CSAC 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 and TFG. This paragraph shall not apply to CSAC's registered trademark of its name and mark, and any use of TFG of CSAC's name or mark in anything produced by TFG as part of this Agreement shall not constitute an assignment of CSAC'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.

i. Choice of Law. This Master 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.

j. Notice. All notices and demands of any kind or nature that either party to this Master Agreement may be required or may desire to serve upon the other in connection with this Master 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:

Attn: Graham Knaus
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
gknaus@counties.org
(916) 600-3455

If to TFG:

Attn: Kristi More
The Ferguson Group
1901 Pennsylvania Ave. NW, Suite 700
Washington, D.C. 20006
kmore@tfgnet.com
(202) 454-3950

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Master Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

THE FERGUSON GROUP, L.L.C.

W. ROGER GWINN
Chief Executive Officer

June 1, 2023
DATE

CALIFORNIA STATE ASSOCIATION OF COUNTIES

GRAHAM KNAUS
Chief Executive Officer

June 1, 2023
DATE

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 or a Participating County for federal, state, and private grant funding. Specific services are outlined below:

CSAC-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 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 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 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.

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 Tracking

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 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.

EXHIBIT B
COMPENSATION SCHEDULE AND HOURLY FEES

As applicable, TFG will provide a tailored cost proposal to CSAC or a Participating Member(s) that elects to participate in a County Agreement for Services that reflects the level of effort required to draft or develop all required elements of a specific grant. Such proposals will be based on the following pricing:

Grant Retainer Agreements
The agreements below are designed to offer CSAC Members access to bundled tiers of complementary and flexible services, with the goal of providing more than task-oriented support and helping build grant-related plans, strategies, and capacities. Pricing for the agreements is thus holistic and offers a broader and deeper level of value than the a la carte menu.

	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	✓	✓	✓	✓
Grant Consulting	140 hours annually	280 hours annually	660 hours annually	1500 hours annually
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	✓	✓	✓	✓
Grant Writing	See al a 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

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, TFG will provide a tailored cost proposal that reflects the level of effort required to draft the narrative and non-narrative elements 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	Approximate Average Cost	10% CSAC Member Discount Cost
Small, well-defined request	6-10	$6,000	$5,400
Small, full grant application	11-15	$10,000	$10,260
Medium, full grant application	16-20	$18,000	$15,660
Large state or national foundation or medium federal grant	21-25	$21,600	$19,440
Large federal grant application	26-30	$25,200	$22,680
Large, complex or technical grant	Varied	Custom	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 15 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):

	Price	10% CSAC Discount Cost
Custom Project Specific Funding Strategy	$5,000/guide	$4,500/gulde
Grant Writlng	See grant writing table or hourly rate	See grant writing table or hourly rate
Needs Assessment and Strategic Grant Outlook	$15,000	$13,500
Grant Advocacy	$350/hour	$315/hour
Grants Research, Editing, and Review	$220/hour	$198/hour
Grants Training	$3,500/session	$3,150/session

Services-Related Expenses
TFG's fees include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes.

While TFG usually works virtually, if CSAC or a Participating Member(s) prefers an on-site meeting, estimated travel time and expenses will be billed in advance. All travel must be preapproved in writing by CSAC or the applicable Participating Member(s). For public agencies, CSAC shall not reimburse TFG for travel, food, and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C
COUNTY AGREEMENT

The Ferguson Group (hereinafter referred to as "TFG"), the California State Association of Counties (hereinafter referred to as "CSAC"), and the County of Inyo ("County") agree that TFG shall provide the Services specified herein pursuant to the terms and conditions of the Master Grant Services Agreement ("Master Agreement") between CSAC and TFG dated June 1, 2023 and pursuant to the terms and conditions of this sub-agreement ("Agreement" or "County Agreement").

WHEREAS, County is 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, County would benefit from the capacity and expertise of TFG in pursuing federal and state funding opportunities to support the programs and services provided by the County to its residents; and

WHEREAS, TFG is qualified and capable of providing such services, which are set forth in Exhibit A to the Master Agreement; and

WHEREAS, the Master Agreement between CSAC and TFG provides the County is entitled to specified discounted services from TFG as set forth in Exhibit B of the Master Agreement.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

I. Scope of Services

TFG shall provide the services 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. TFG will invoice CSAC for the services described in Section I at the rate set forth in the cost proposal provided to County by TFG, attached hereto, and set forth below. CSAC will invoice County and County agrees to be responsible for any and all fees, costs and expenses to CSAC 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 CSAC in two installments, with 50% of the costs paid on February 15, 2024 and the remaining 50% paid on July 15, 2024.

III. COUNTY AND TFG CONCUR THAT THE FOLLOWING EXCLUSION SHALL APPLY

TFG will not perform any legal, engineering, or other similar professional services on behalf of County.

IV. 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 or TFG shall cease notwithstanding the contract amounts set out in Section II(A).

V. EFFECTIVE DATES

This Agreement shall take effect on February 1, 2024 and terminate on January 31, 2025. The parties may mutually agree in writing to extend the term of this 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 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 TFG obtains no rights therein.

VII. INFORMATION PROVIDED BY OTHERS

a. To the extent reasonably available to CSAC and/or County, and not otherwise subject to any confidentiality requirement, CSAC and/or County, 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 and County.

VIII. GENERAL PROVISIONS

a. Relationship of Parties. The relationship of TFG 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, TFG 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. TFG shall comply with all applicable state and federal laws and requirements applicable to the services covered by this Agreement.

b. Confidential Information. With the exception of information shared in the furtherance of fulfilling the Scope of Services outlined in this Agreement, TFG agrees that any information concerning the personal, financial, or other affairs of CSAC County 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 County are identified by TFG as creating a potential conflict of interest, TFG shall inform County of the potential conflict. If a potential conflict is identified by County, County shall inform TFG 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. Copyrights. During the performance of this Agreement, TFG may create certain works for County 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, County 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 County to TFG, unless otherwise agreed to in writing by County and TFG. County 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 County and TFG. This paragraph shall not apply to CSAC's registered trademark of its name and mark, and any use of TFG of CSAC's name or mark in anything produced by TFG as part of this Agreement shall not constitute an assignment of CSAC's registered trademarks to TFG.

f. 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.

g. 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 Master Agreement shall be deemed as valid originals.

h. 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.

i. 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.



j. 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:	Attn: Graham Knaus California State Association of Counties 1100 K Street, Suite 101 Sacramento, CA 95814 gknaus@counties.org (916) 600-3455
If to TFG:	Attn: Kristi More The Ferguson Group 1901 Pennsylvania Ave. NW, Suite 700 Washington, D.C. 20006 kmore@tfgnet.com (202) 454-3950
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.

THE FERGUSON GROUP, L.L.C	**CALIFORNIA STATE ASSOCIATION OF COUNTIES**
Signature: W. Roger Gwinn	Signature: Graham Knaus Graham Knaus (Apr 10, 2024 09:58 PDT)
W. ROGER GWINN Chief Executive Officer	GRAHAM KNAUS, Chief Executive Officer
Date: 04/16/24	Date: 04/10/24

COUNTY OF INYO Signature:	**COUNTY OF INYO** Signature:
NATE GREENBERG CAO	
Date: 04/12/24	Date:

AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 to June 30, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

1. **Paragraph 3. A. Compensation** is amended to read as follows:

"From July 1, 2018 through January 31, 2024, County shall pay to contractor the sum of eight thousand ($8,000) dollars per month for the performance of all of the services and completion of work described in Attachment A on a monthly basis. Effective January 1, 2024 through June 30, 2025 County shall pay to contractor the sum of five thousand ($5,000) dollars per month for the performance of all of the services and completion of work described in Attachment A on a monthly basis. "

2. **Paragraph 3. B. Travel and per diem.** is amended to read as follows:

"Contractor will not be reimbursed for travel expenses and per diem. Any such costs are covered by the compensation set forth in Paragraph 3.A."

3. **Paragraph 3.D. Limit Upon Amount Payable under Agreement** is amended to read as follows:

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in fiscal year July 1, 2023-June 30, 2024, including incidental expenses, if any, shall not exceed eighty three thousand dollars ($83,000); and the total sum of all payments made by the County to Contractor for services and work performed under this agreement in the next fiscal year July 1, 2024-June 30, 2025, including incidental expenses, if any, shall not exceed sixty thousand dollars ($60,000); hereinafter referred to as the contract limits. County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the applicable contract limit."

[CONTINUED ON NEXT PAGE]

AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

4. **Attachment A – Scope of Work** is amended as follows:

B. Contractor's Proposal dated June 11, 2018 –upon the effective date of this Amendment Number 4, TFG will no longer be providing the Grant Services portion of the proposal starting on page 18 of their proposal. All other services listed in the proposal will continue.

5. The effective date of this Amendment to the Agreement is January 1, 2024.

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

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

9th DAY OF May, 2024.

COUNTY OF INYO

By: _____

Dated: 05/09/24

CONTRACTOR

By: _____
Signature

W. Roger Gwinn
Type or Print

Dated: 05/03/24

APPROVED AS TO FORM AND LEGALITY

_____
County Counsel

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
County Risk Manager

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

July 8, 2025

Reference ID: 2025-508

Legal Services Contract with Angelo, Kilday & Kilduff, LLP

County Administrator - Risk Management

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Aaron Holmberg, Risk Manager	Aaron Holmberg, Risk Manager

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Angelo, Kilday & Kilduff, LLP, of Sacramento, CA for the provision of legal services in an amount not to exceed $75,000 for the period of June 11, 2025 through June 30, 2027, contingent upon the Board's approval of future budgets or Fiscal Years 2025-2026 and 2026-2027, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Matt Gross, esq., of Porter Scott, handles most litigation arising from claims against the County. When lawsuits include both the County and its employees there is a potential need for conflict counsel. Serena Warner, esq., of Angela, Kilday & Kilduff, provided such service for a 2021 case and Risk Management recommends and requests the utilization of Ms. Warner's legal services again for an expected lawsuit.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	500903
Budgeted?	Yes	**Object Code**	5265
Recurrence	Ongoing Expenditure	**Sole Source?**	Yes

If Sole Source, provide justification below

Ongoing relationship, special situation

Current Fiscal Year Impact
Up to $50,000 for the period between July 1, 2025 and June 30, 2026
Future Fiscal Year Impacts
Up to $25,000 for the period between July 1, 2026 and June 30, 2027
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could deny this contract, change the term duration, or change the dollar limit. These alternatives are not advised at this time due to ongoing litigation and a gap in representation. This attorney has performed similar services on a prior claim to the County's satisfaction.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel

STRATEGIC PLAN ALIGNMENT:

High Quality Services I Quality County Employees

APPROVALS:

Aaron Holmberg	Created/Initiated - 6/19/2025
Darcy Israel	Approved - 6/19/2025
Aaron Holmberg	Approved - 6/19/2025
Keri Oney	Approved - 6/20/2025
John Vallejo	Approved - 6/20/2025
Amy Shepherd	Approved - 6/30/2025
Nate Greenberg	Final Approval - 7/1/2025

ATTACHMENTS:

1. Angelo, Kilday & Kilduff, LLP Contract

AGREEMENT BETWEEN COUNTY OF INYO
AND Angela, Kilday & Kilduff, LLP
FOR THE PROVISION OF legal services
SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Angelo, Kilday & Kilduff, LLP (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. TERM.

The term of this Agreement shall be from June 11, 2025 to June 30, 2027 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, 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.

C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed seventy-five thousand dollars ($ 75,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in **Attachment A** to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.

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

8. INSURANCE.

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

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs 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 County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.

B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained

by Contractor. Further, County has the right 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. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying 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-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

County of Inyo
County Administration - Risk Management — Department
1360 North Main St — Address
Bishop, CA — City and State

Contractor:
Serena Warner, Esq. — Name
601 University Ave, Ste 150 — Address
Sacramento, CA 95825 — City and State

24. ENTIRE AGREEMENT.

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

COUNTY OF INYO

By: _____
Signature

_____
Print or Type Name

Date: _____

CONTRACTOR

By: _____
Signature

_Serena M. Warner - Partner_____
Print or Type Name

Date:

_6/18/2025_____

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Jun 18, 2025 16:02 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
Amy Shepherd (Jun 19, 2025 09:26 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg
Aaron Holmberg (Jun 18, 2025 15:49 PDT)

County Risk Manager

ATTACHMENT A – SCOPE OF WORK

AGREEMENT BETWEEN COUNTY OF INYO

AND Angela, Kilday & Kilduff, LLP

FOR THE PROVISION OF legal services

SERVICES

1. Contractor shall represent and advise the County and such of its agents, officers and employees as the County may designate, in pending and potential litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or the Risk Manager. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.

2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Electronic copies of documents received and created by Contractor shall be delivered to County Risk Management Office to be stored.

3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.

4. Contractor may email to the Offices of County Counsel and Risk Management copies of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel and/or Risk Management will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.

5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his office and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel and Risk Manager one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.

6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees

8. Contractor will comply with PRISM Liability Defense Counsel Standards as attached.

ATTACHMENT B – SCHEDULE OF FEES

AGREEMENT BETWEEN COUNTY OF INYO
AND Angela, Kilday & Kilduff, LLP
FOR THE PROVISION OF legal services
SERVICES

TERM:

FROM: June 11, 2025 until the subject litigation is complete.

SCHEDULE OF FEES:

1. COMPENSATION:

Partner: $275.00/hour
Associate: $250.00/hour
Paralegal $120/hour
Travel: 50% of rate

2. INCIDENTAL EXPENSES:

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client, with Client's prior approval, in the event a particular cost item exceeds $7,500.00 in amount; and without the prior approval of Client in the event a particular cost item totals $7,500.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at $0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

ATTACHMENT C – INSURANCE PROVISIONS

AGREEMENT BETWEEN COUNTY OF INYO
AND Angela, Kilday & Kilduff, LLP
FOR THE PROVISION OF legal services
SERVICES

See attached.

Attachment: Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, design or maintenance)

Contractor/Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the 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 **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.
2. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$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.
3. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, covering Code 8 (hired) and Code 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage. Transportation services require a $5,000,000 minimum limit. (*Coverage requirement is waived if performance is entirely from home and/or outside of Inyo County.)*
4. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. (*Coverage requirement 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.*)

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37).

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 12 19 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.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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

***Self-Insured Retentions*:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

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

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

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

***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, at any time.

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

***Duration of Coverage*:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for

Completed Operations liability coverage. Such insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contractor of work.

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

ATTACHMENT D
AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES

The attached PRISM Defense Counsel standards are attached and incorporated by reference to the contract.



LIABILITY DEFENSE COUNSEL STANDARDS

I. INTRODUCTION

Public Risk Innovation, Solutions, and Management ("PRISM") has established the following Standards for Defense Counsel to follow in representing PRISM's member entities and/or the entity's employees in claims and lawsuits asserted against the entity and/or its employees.

Each PRISM member entity (hereafter "Member Entity" or "Member Entities") has a self-insured retention, which can vary in amount from year to year. Each Member Entity also purchases from PRISM excess insurance above their self-insured retention. The amount of the excess limits also varies from year to year.

Representatives of PRISM, each Member Entity, and Defense Counsel function as a team. The Member Entity understands that as the attorney of record, Defense Counsel has a duty to provide the Member Entity and any assigned individually named defendants with appropriate representation. Defense Counsel should work directly with the Member Entity'[1] and PRISM staff to obtain appropriate approvals and authority throughout the matter. It is critical that the Member Entity and PRISM staff be kept informed of all developments in the matter. All significant legal strategy and other important decisions must be raised with appropriate advance notice and discussed with the Member Entity and PRISM staff before any substantive decision is made.

Please note that PRISM may decide to waive or modify some or all of the below Standards as the situation requires. However, Defense Counsel is expected to adhere to the Standards as written, unless specifically exempted from any of them in writing.

II. GENERAL EXPECTATIONS OF DEFENSE COUNSEL

Defense Counsel hourly rates are approved by the Member Entity. Questions regarding rates or rate adjustments should be raised directly with the person so designated at the Member Entity.

The Defense Counsel who is assigned to the case is responsible for the supervision of all partners, associates, and paralegals on their litigation team. To ensure efficient case handling, no more than two (2) attorneys and one (1) paralegal may be assigned to work on any one file absent unusual circumstances. Any requests to use additional staffing must be approved in writing by the Member Entity prior to adding or changing personnel on a particular case. The Member Entity should not be billed for costs and fees associated with new personnel learning about a particular case (see Section XII.F., Disallowed Charges).

Member Entity will typically only pay for one (1) attorney from a firm to attend trials, court appearances, depositions, interviews, conferences, and meetings. If Defense Counsel

[1] Member Entities may have in-house claims staff handle claim, utilize a Third-Party Claims Administrator (TPA) to handle claims, or utilize a combination of both in-house claims staff and a TPA. All references to Member Entity or Member Entities hereafter refer to all claims staff involved in a particular claim.

believes additional attorneys are needed to attend an event, then Defense Counsel must obtain written authorization from Member Entity and/or its representative in advance of such an event occurring.

Defense Counsel firms must carry Errors & Omissions Insurance with limits, per individual attorney, of at least $2,000,000 per claim and $5,000,000 in the aggregate. Certificates of Insurance must be provided to Member Entity on an annual basis no later than July 1st of each year.

III. CASE ASSIGNMENT AND DEFENSE STRATEGY

A. Case Assignment

Cases are assigned to specific attorneys in the Defense Counsel firm and/or Member Entity's legal department and shall not be reassigned to others without the prior written approval of the person responsible for overseeing defense counsel at the Member Entity. Upon receipt of a new case assignment, Defense Counsel must send an acknowledgement of the assignment to the person responsible for overseeing defense counsel at the Member Entity.

The litigation philosophy of the Member Entity is to defend against non-meritorious claims and lawsuits, and to resolve as soon as is practical claims and lawsuits where liability is reasonably clear. The Member Entity want the defense attorneys to take a proactive approach to defending cases, meaning that once an assignment is received, Defense Counsel should direct their efforts towards collecting and analyzing necessary information about the case so as to assess and resolve cases at the earliest possible stage. Defense Counsel is then expected to provide the Member Entity with a realistic evaluation of the case and an appropriate litigation plan and budget. Defense Counsel should not simply be reactionary to the opposing side or to case developments, but should instead actively gather the information necessary to evaluate the case.

To provide the best defense strategy possible, the Member Entity expects Defense Counsel to master the facts, circumstances, and legal issues as soon as possible and to prepare a litigation plan that details the specific objectives Defense Counsel intends to achieve. The litigation plan should take into consideration the fact that in some cases a more streamlined approach to discovery and investigation may be appropriate to help achieve an early resolution, whereas other cases require a more in-depth approach. As the case progresses, Defense Counsel is expected to reevaluate the defense position, particularly as new facts, legal issues, or other matters are discovered.

B. Tenders of Defense

Throughout the life of a case, Defense Counsel must determine whether there are responsible parties in the case, other than Member Entity, or whether Member Entity was named as an additional insured on any applicable insurance policy by any entity, in order to make appropriate and timely tenders of defense.

Defense Counsel should identify other responsible parties, including insurance companies, as soon as is practicable. The possible tender of defense to that party should be discussed with the Member Entity as soon as is practicable. Tender letters should demand a written response within twenty (20) days and Defense Counsel is expected to follow up on all tenders.

C. Member Entity Employees as Defendants

It is expected that upon receipt of the defense assignment in a case where Defense Counsel is assigned to represent the Member Entity and a Member Entity employee, Defense Counsel will immediately ascertain facts necessary to determine if there is a conflict, or potential conflict, which may preclude Defense Counsel from jointly representing all Member Entity related defendants. The Member Entity will assign separate Defense Counsel to those individual defendants for whom separate counsel is deemed appropriate.

Defense Counsel is expected, consistent with the Rules of Professional Conduct, to facilitate cooperation with separate counsel for individual defendants wherever possible, so as to maximize success for all defendants and avoid unnecessary duplication of work.

If at any time during the litigation a conflict of interest develops between or among any of the Member Entity's jointly represented defendants, the conflict must be immediately disclosed to the person responsible for oversight of defense counsel at the Member Entity.

Defense Counsel is required to develop a plan to obtain dismissal of individually named Member Entity's employees. Such strategy should be discussed with the Member Entity. It is not appropriate to secure dismissal of an individual defendant through an agreement to substitute the Member Entity as a named defendant. If a dismissal of an individually named defendant is obtained, Defense Counsel must obtain in writing the individual's agreement to continue to cooperate with the defense of the case after his or her dismissal. A copy of the written agreement must be provided to Member Entity.

D. Miscellaneous

Defense Counsel may not accept service on behalf of the Member Entity or its employees, absent prior express approval.

IV. DEFENSE REPORTING REQUIREMENTS

Reporting by Defense Counsel is an extremely important part of the litigation management process. Defense Counsel needs to report on all significant developments as they occur, including newly discovered information. When reporting, correspondence (either letters or emails) should be directed to the person at the Member Entity who is designated to receive such reports with copies to the entity's excess insurer, PRISM.

Reports should be concise and analyze the relevant facts and law. Each report in which factual development is being summarized should also contain an updated analysis of the case explaining how the newly learned information impacts the legal assessment. If the report contains a summary of information pertaining to damages, then the report should contain an updated assessment of the damages exposure in the case. The updates should also briefly summarize the strengths and weaknesses of the plaintiff's case.

A. Specific Reports

Defense Counsel is required to provide the following reports either via correspondence or email. All such reports should be marked "Attorney-Client Privileged Communication."

- Immediately upon receipt of defense assignment, a written acknowledgment of receipt of the assignment of the case for defense handling.
- A written initial case evaluation and litigation budget within sixty (60) days of receipt of the assignment.
- A written status report every ninety (90) days during the litigation or as warranted by new case developments.
- A written Defense Evaluation summarizing the facts, the liability aspects of the case, the claimed damages, and Defense Counsel's thoughts regarding the settlement value of the case at least thirty (30) days before a mediation, settlement conference, or any other event during which potential settlement of the case will be discussed.
- A written Defense Evaluation at least forty-five (45) days prior to the first day of trial.

B. Topics to Include in Initial Case Evaluation

The following topics should be included, under separate headings, in the initial case evaluation:

- Pleadings – Identify the court and filing date, all parties and their attorneys, provide a brief evaluation of the opposing attorney, and

list the causes of action alleged against each Member Entity defendant.

- Factual Background – Briefly summarize all file materials reviewed, relevant history, and any other pertinent documents used by Defense Counsel to develop the factual background of the case. This should include, but is not limited to, the following:

    - Information about actual or potential co-defendants and their counsel
    - Age, education, employment status, and marital/family status of the plaintiff(s)
    - Age, education, employment status, and marital/family status of all individual defendants
    - A summary of all witness interviews conducted
    - A summary of all relevant documents reviewed

- Liability Analysis – Provide an opinion on potential liability including a review of any statute of limitations issues, an analysis of the likelihood of success as to each of the causes of action alleged, and a description of applicable affirmative defenses.
- Strength and Weakness Analysis – Summarize the strengths and weaknesses of the plaintiff's case.
- Discovery Plan – Provide a summary of the discovery Defense Counsel anticipates conducting in the case and the reason for it.
- Motion Practice – Describe any motion practice Defense Counsel anticipates.
- Damages – Provide any known information on potential general and special damages.
- Settlement History and Potential for Early Resolution – Provide a summary of any prior settlement discussions and/or discuss any thoughts regarding early settlement including the use of statutory offers to compromise.
- Likelihood of Success – Provide a low, medium, and high range of expected verdicts if the plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range.
- Attorneys' Fees – If the plaintiff(s) can recover fees, provide an estimate of the fees Defense Counsel expects the plaintiff(s) has incurred to date, as well as what is expected to be incurred through trial. Also provide an estimate of future defense attorneys' fees and costs.
- Litigation Timeline – Describe the anticipated litigation timeline for the matter.
- Experts and Consultants – Identify the types of experts and/or consultants needed and the name and expertise of any experts and/or consultants Defense Counsel suggests retaining.

C. Budget Report

A Budget Report is required for each case on which Defense Counsel is retained. Although budgets are intended to be estimates of the scope, cost, and duration of a matter, the Member Entity will rely on these reports in setting adequate reserves. An initial budget report must be submitted to the Member Entity's person responsible for oversight of defense counsel within sixty (60) days of assignment of the case. If Defense Counsel becomes aware of any changes to the budget estimate, an Updated Budget Report should be provided immediately.

The Budget Report should include attorneys' fees and cost estimates for the following areas: 1) Initial Pleadings; 2) Factual Investigation (including discovery, review of subpoenaed records, witness interviews, and depositions); 3) Law and Motion; 4) Alternative Dispute Resolution; 5) Experts (includes expert fees for record review, deposition, and trial, and fees and costs incurred by Defense Counsel in taking and defending expert depositions); 6) Pre-Trial Preparation; and 7) Trial.

D. Defense Evaluation Report

The Defense Evaluation Report is designed to provide the reader the best and most current information on a litigated matter prior to any mediation, settlement conference, arbitration, or trial. The report must be provided to Member Entity and PRISM at least thirty (30) days before the mediation, settlement conference, arbitration, or start of trial or, in any event, promptly upon request by PRISM.

The following headings should be used in the Defense Evaluation Report. A brief description of what is expected under each heading is set forth after the name of the heading below.

- Plaintiff(s) and Defendant(s) – Identify each plaintiff and defendant by name. Describe the age, education, relevant employment history, and the role in the case of each individual. Also, describe the witness potential of each Plaintiff and each individual Defendant, including Defense Counsel's opinion as to how each will be viewed by a jury.
- Claims – Provide a summary of all claims asserted by each Plaintiff against each Defendant.
- Actual or Potential Co-Defendants and Cross-Defendants – Identify each co-defendant/cross-defendant and the causes of action asserted against each of them. Also identify any other potential parties and the causes of action that could be asserted and explain why contribution has not been pursued.

- Factual Background – Provide a summary of facts pertinent to the case.
- Percipient Witnesses – Identify each percipient witness to be called by each party, their affiliation (if any) with the Member Entity, and Defense Counsel's opinion regarding how they will be viewed by a jury.
- Expert Witnesses – Describe the expected testimony and opinions of the experts for all parties. If Plaintiff(s) have not yet disclosed experts, describe their anticipated testimony and opinions.
- Liability – Provide a thorough discussion of the critical liability issues, including the Plaintiff's theories and the Member Entity's defenses, whether the Plaintiff was comparatively negligent and the liability of all actual and potential Defendants. If applicable, this section should include discussion about the likelihood of success of affirmative defenses, statutes of limitations issues, mitigation, and immunities to be raised through summary judgment or trial. Also, include a reasonable prediction of which party(ies) are likely to prevail on which claims at trial and a probability of an overall defense verdict.
- Special Damages – Provide a summary of the critical damages issues including an analysis of the amount and type of special damages the Plaintiff(s) will claim and an analysis of whether these damages are appropriate. This analysis should reflect what you expect the Plaintiff(s) will attempt to "blackboard" and provide a likelihood of success on each item of special damages you expect to be claimed. If there is a claim for past or future lost earnings, please include dates of birth, life and work life expectancies, mitigation and off-set issues, and analysis regarding lost retirement benefits.
- General Damages – Discuss the Plaintiff's general damages claim including an analysis of what facts support or detract from a general damages award. Provide Defense Counsel's estimate of a likely general damages award.
- Punitive Damages – Identify who a punitive damages claim is alleged against, analyze the Plaintiff's likelihood of success in obtaining such an award, and provide an estimate of what you expect such an award might be. The Member Entity is immune from punitive damages under California Government Code Section 818.8, but individually named Defendants are not immune. Discuss Defense Counsel's plan for handling the punitive damages aspect of the case.
- Injunctive/Equitable Relief and Non-Monetary Damages – If the Plaintiff is seeking such relief, provide Defense Counsel's analysis regarding their likelihood of success on such a claim.
- Attorneys' Fees and Costs – In cases involving claims based upon statutes authorizing fees, such as employment and civil rights cases, provide an estimated calculation of the Plaintiff(s)' attorneys' fees and costs to date, as well as Defense Counsel's anticipated amount through trial.

- Settlement Discussions/Demand – Report on any settlement discussions with opposing parties including any CCP Section 998 or Rule 68 Offers to Compromise.
- Trial/Settlement Conference/Mediation Information – Provide the dates, times, and locations for any scheduled trial, settlement conference and/or mediation. Please also provide the estimated length of trial and a brief outline of expected defense fees and costs through the conclusion of trial.
- Case Evaluation – Summarize the overall position of the case (strengths and weaknesses of the Plaintiff's case) and make recommendations regarding a resolution or continued defense of the case. Provide a low, medium, and high range of expected verdicts if the Plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range. Provide Defense Counsel's recommendations regarding an appropriate settlement range.
- Conclusion – Provide any additional thoughts not expressed above and identify additional work that needs to be completed.

V. PLEADINGS

A. Responsive Pleadings

Defense Counsel should review the Complaint for possible Demurrer/Motion to Dismiss or Motion to Strike based on governmental or other statutory immunities and make recommendations to the Member Entity. Defense Counsel must obtain authority from the Member Entity before filing any motion including, but not limited to a Demurrer, Motion to Dismiss, Motion for Judgment on the Pleadings, or Motion to Strike. Defense Counsel must provide to the Member Entity a final copy of the points and authorities in support of, in opposition to, or in reply to any motion filed in the case.

B. Cross-Complaints

Consider in every case whether a Cross-Complaint is necessary or appropriate. Defense Counsel must obtain approval from the Member Entity prior to filing a Cross-Complaint and a copy of the Cross-Complaint must be provided to Member Entity after filing.

C. Law and Motion/Research

Appropriate pre-trial motions are encouraged when they can result in the early conclusion of the case or reduce triable issues. Defense Counsel is selected for their expertise in their particular areas of practice; therefore, the Member Entity does not expect to be billed for basic research in the practice area. All attorney or paralegal research time in excess of five (5) hours per case must be preapproved by the Member Entity.

VI. DISCOVERY

Defense Counsel should refrain from conducting discovery that amounts to abuse. It is critical that Defense Counsel be aware of the facts concerning relevant documents and their availability, including electronically stored information, and to properly preserve and assert appropriate privileges.

In addition, Defense Counsel shall conduct a thorough investigation, working with Member Entity's Defense Counsel Liaison to ensure that all persons with relevant information are identified and contacted, and shall conduct a thorough search for all relevant documents, ensuring that all reasonable leads are followed. Defense Counsel shall also determine what electronically stored information has been preserved, if any, where it is located, whether the information is securely stored, and confirm the chain of custody. Defense Counsel needs to understand the basics of the information systems where relevant electronically stored information resides. It is important to resolve any issues regarding production of electronically stored information early in discovery, including forms of production and what is not reasonably accessible.

When providing discovery responses, Defense Counsel should consider potential evidentiary issues at trial, including the possibility of limiting instructions based upon the failure to produce requested documents. Potential discovery problems should be raised with Member Entity immediately. Counsel must notify the Member Entity of any motion to compel and/or request for sanctions against the Member Entity and/or Defense Counsel, and provide a copy of any such motion, request, or order.

A. Interrogatories and Requests for Admission and Documents

At the beginning of each case, Defense Counsel should send form discovery requests and, if appropriate, special interrogatories and requests for admission to the Plaintiff. Upon receiving responses, Defense Counsel should provide a written summary of the relevant responses.

Upon receiving discovery requests in a case, Defense Counsel should immediately provide the requests to the Member Entity. Defense Counsel should then: 1) identify appropriate objections; 2) review all documents requested to determine if any privileges are applicable; 3) prepare draft responses with the information available to Defense Counsel at that time; 4) identify requests that require additional information from Member Entity employees; 5) meet with Member Entity employees, as needed, to assist in formulating responses or gathering and reviewing documents; and 6) prepare the responses in final form and forward to the Member Entity for approval and verification. It is important to finalize discovery responses sufficiently in advance of the due date to allow time to obtain the necessary verifications.

B. Depositions

The Member Entity must be given advance notice of all depositions that occur in a case. Generally, the approved trial attorney is encouraged to take or defend the depositions of the Plaintiff, any individually named Member Entity Defendants, critical witnesses, and experts.

It is expected that Defense Counsel will thoroughly prepare Member Entity's Defendants and witnesses. This includes providing them with general background relating to the deposition process, information regarding the significance of their testimony and demeanor, and prepare them for questions regarding the facts of the case. It is not appropriate to wait until the day of the deposition to prepare the witness to testify.

If Defense Counsel believes that a deposition should be video-taped, Counsel must obtain authorization from the Member Entity before scheduling a video-taped deposition.

C. Damages Defense

Defense Counsel should use any forms of discovery to fully develop and verify all claimed economic damages, including a review of all available collateral sources such as: 1) private health insurance; 2) workers' compensation; 3) Medicare/Medi-Cal (even if inadmissible); 4) income replacement sources; 5) Social Security and Supplemental Social Security; and 6) other available jobs the Plaintiff could have pursued (for mitigation).

In litigated cases involving complex economic damages, assistance of economic experts may be appropriate. Prior to trial, a decision to not present a damage defense must be discussed with and approved by Member Entity.

VII. EXPERT REVIEWS AND WITNESSES

At the outset of each case, Defense Counsel should evaluate what areas of expert testimony may be needed to assist in the defense of the case and should, at the earliest possible time, determine whether expert witnesses need to be retained and advise Member Entity regarding same. Evaluations conducted by defense experts should be completed early enough in the case where they can assist Defense Counsel in evaluating the liability and damages issues in the case.

Requests to consult with or retain expert witnesses and/or conduct Independent Medical/Psychological Examinations should be discussed with the Member Entity and authorization obtained before retention.

If at all possible, if there is more than one defendant in a case, the sharing of experts should be explored wherever practical and in the best interests of the Member Entitty. A

decision to share experts should be made in writing to ensure the availability of such experts in the event a Co-Defendant is dismissed or settles.

Once it has been decided to use an outside expert, Defense Counsel is expected to:

- Contact the proposed expert to determine the expert's willingness to conduct the review or examination.
- Obtain an estimate regarding the amount of time that will be required for the review or examination. If time is subsequently expected to exceed the initial estimate, then Defense Counsel must obtain an updated estimate.
- Obtain the hourly rate and obtain approval from the Member Entity regarding the rate requested.
- Confirm the agreement on fees and costs with the expert in writing.
- Provide all relevant records to the expert.
- Instruct the expert not to prepare a written report before discussion with Defense Counsel. At that time, counsel should determine if a written report is necessary.

After receiving billing from an expert, Defense Counsel shall review the bill. Any inconsistencies should be discussed with the expert. Defense Counsel is not authorized to advance expert fees unless prior approval has been obtained from the Member Entity.

When formal disclosure of expert witnesses is required, Defense Counsel should provide the Member Entity with a copy of the disclosure, as well as any disclosures provided by other parties in the case. Any retention and disclosure of supplemental witnesses must be discussed with the Member Entity before the supplemental disclosure occurs.

VIII. TRIAL PREPARATION

As soon as a trial date is assigned, Defense Counsel should notify in writing all witnesses, the Member Entity, and PRISM of the date, time, and location of the trial. Defense Counsel should advise the witnesses whether their attendance is necessary on the first day of trial and coordinate the scheduling of testimony with the witnesses.

Defense Counsel should timely provide information on the judge assigned for trial. The decision to challenge a judge can only be made by the Member Entity and will require an analysis of other potential judges that could be assigned. Any request to waive a jury must also be discussed with and approved by the Member Entity.

In advance of trial, Member Entity witnesses should be well prepared by Defense Counsel to testify, including familiarity with any prior statements of testimony made by them or others pertaining to them. Witnesses should also be prepared regarding likely cross-examination, personal demeanor, how to "connect" with the jury, and appropriate dress. If witnesses are being asked about documents, they should be instructed on the foundation for the admissibility of documents, so they can understand why they are being asked certain questions.

Questions about important objections or issues to be raised in motions *in limine*, trial briefs, or other pleadings, should be discussed with the Member Entity before trial.

IX. TRIALS

Unless previously approved by the Member Entity, only one attorney may try a case on behalf of the PRISM.

Attendance at trial by the proper representative from Member Entity is critical to the successful defense of cases. It is important to identify and propose to the Member Entity well in advance of trial an appropriate trial representative.

During trial, Defense Counsel is expected to provide brief daily email updates, including an assessment of the jury, the Court, and the testimony of witnesses and experts. As significant developments occur, more detailed updates should be provided. Any settlement offers must be conveyed immediately.

If requested, Defense Counsel shall provide a post-trial report. After the trial has concluded, Defense Counsel is expected to make recommendations to the Member Entity on appropriate post-trial motions or appeals. Any agreement to waive costs in exchange for an agreement not to appeal must be authorized by the Member Entity. The Member Entity's policy is to pursue costs and attorneys' fees when awarded. Defense Counsel shall report on the amount of costs and fees awarded and provide an assessment of the financial resources and ability of the Plaintiff to pay the award.

X. WRITS AND APPEALS

Following trial, Defense Counsel shall consult with the Member Entity regarding appropriate post-trial motions and appeals. All petitions for writs of mandate must be authorized by Member Entity.

XI. SETTLEMENTS

Defense Counsel is encouraged to explore the settlement of cases informally with opposing counsel early in the litigation after obtaining the appropriate authorization. Member Entity also encourages mediations and participation in voluntary settlement. Approval to mediate a case must be given by the Member Entity. A representative from the Member Entity will attend mediations and mandatory settlement conferences on behalf of the Member Entity.

Defense Counsel may not enter into negotiation, agreement, or binding settlement without first obtaining the appropriate authorization from the Member Entity. Settlements over a certain amount are contingent upon approval by the Member Entity's board, PRISM, and potentially reinsurers. In cases in which the potential settlement will exceed the entity's self-insured retention, the entity will need to obtain authority from PRISM in advance of any settlement discussions. The need to obtain approvals from an entity's Board and/or PRISM should be communicated to the Plaintiff's counsel during any settlement

negotiations. In cases involving claims for statutory attorneys' fees, all settlement offers, including statutory offers to compromise, should be structured to resolve all claims including attorneys' fees. All potential causes of action should be included in the settlement and release.

All settlements must consider the existence of any potential liens or right of recovery by Medicare, ERISA plans, Medi-Cal, workers' compensation insurers, etc. Defense Counsel is expected to determine who paid for any medical treatment provided to the Plaintiff in the case and how much was actually paid.

Upon reaching an oral settlement, Defense Counsel should immediately prepare a written settlement agreement. Defense Counsel is responsible for assuring that the settlement agreement is accurate and legally enforceable. If a case is resolved at mediation, it is important to have the parties and their attorneys sign, at the least, a written document that contains the material terms and conditions. Plaintiff's counsel should be advised that it usually takes approximately thirty (30) days for the Member Entity to issue a settlement check after the final agreement has been signed by all parties and their attorneys.

After a dismissal is obtained, Defense Counsel must forward a copy of the filed dismissal to the Member Entity and PRISM as well each named Defendant.

XII. BILLING PROCEDURES

All invoices are to be submitted on a monthly basis and directed to the Member Entity's Defense Counsel Liaison. Billings that do not comply with the billing guidelines will not be paid. Payment of any bill by the Member Entity does not constitute a waiver of the Member Entity's right to question, dispute, obtain reimbursement, compromise, or request repayment or future credit, for any bill or invoice previously paid.

Invoices for counsel fees and expenses should be submitted monthly, within thirty (30) days of the end of the billing period. Final invoices should be submitted within thirty (30) days from receipt of a filed Dismissal. Defense Counsel is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill. Receipts must be submitted for all travel and other expenses.

Firm staffing on all cases should be as limited as possible. Absent prior approval, the Member Entity will not pay for more than one (1) attorney performing the same task. For example, the Member Entity will not pay for two (2) or more attorneys to attend the same deposition. Work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience.

There should be no more than two (2) attorneys and one (1) paralegal performing work on a case at any given time. Other firm personnel may occasionally have to work on a case due to job departures, vacations, illnesses, schedule conflicts, etc., but this is the exception, not the rule. Member Entity will not pay for "training" time for new attorneys or "learning" time or "orientation" time as new billers become involved in a matter and are

learning the facts and issues. If a firm has summer associates, their time should not be billed to a case without first being approved by the Member Entity.

A. Invoices

Invoices should accurately itemize, in detail, all work performed on a matter. Each invoice must include the following:

- Law firm name and address
- Date of the bill
- Law firm tax identification number
- The Member Entity and/or TPA and/or their respective claim number
- Plaintiff(s) name(s)
- Each billing entry must state the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry
- Attorneys and paralegals should bill actual time spent in increments, no greater than 1/10th of an hour for each entry
- Summarize at the end of the bill, the number of hours for each specific biller
- Summarize at the end of the bill the totals for fees, costs, and experts
- Narrative or block/bundled billing is not permitted
- Final bills should be clearly marked
- Invoices must reflect activity for only one (1) case
- Billing entries should be listed chronologically in order of occurrence and not sub-divided by individual or task
- If a number of different tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., “telephone conference with John Doe (.30); Attend conference with Jane Doe (1.20), etc.”
- Entries regarding telephone conferences must specify the participants and the subject matter discussed

Vague descriptions such as “work on file,” “telephone call,” “conference,” and “research,” without further explanation, are not acceptable and will not be paid.

Vendor invoices (e.g. experts, mediators, photocopy services, court reporters, and others) in an amount up to two thousand dollars ($2,000) per case should be paid by the law firm and included with the monthly attorney billing. Defense Counsel must review and approve all vendor invoices.

B. Maximum Allowable Charges and Travel

The following guidelines are provided regarding maximum allowable charges:

- The Member Entity will only pay the actual cost incurred for reasonable expenses without any markups.
- A firm may conduct necessary and appropriate research up to five (5) hours per case without prior approval by the Member Entity.
- Photocopy costs should not exceed ten cents ($0.10) per page. Firms are expected to limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Billing entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed.
- Mileage should be billed at the applicable Federal rate at the time of travel. The invoice should state the number of miles actually driven.
- Telephone and Fax: Actual long distance charges only. No charges for an incoming fax and no per-page fax charge.
- Virtual Court Appearances: Member Entity will pay for reasonable charges charged by a court for Defense Counsel to appear virtually at appearances.
- Air travel is limited to coach or economy rate. Receipts for airfare should allow a reviewer to identify the fare as economy/coach class.
- Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business. Reimbursement is limited to the mid-size class.
- Incidentals, such as movies, alcohol, and entertainment are not allowed.
- Travel time shall be pro-rated if the travel includes time spent on non-Member Entity business.

C. Disallowed Charges

In addition to items listed above in sections A and B, the Member Entity will not reimburse for the following:

- Local telephone calls and all cellular phone charges.
- Routine postage, such as the U.S. Postal Service rates for letters. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge. Any postage charges that are not explained will not be reimbursed.
- File opening, file organization, or other administrative charges.
- Interoffice conferences between members of the firm, including assigning files or tasks to members of the firm.
- Case administration (e.g. reviewing status of assignments given to associates and paralegals; directing associates, paralegals, or secretaries; preparing or reviewing bills).
- Clerical tasks (e.g. transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production,

communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing).

- Meals, except in conjunction with out-of-town travel (alcohol will not be reimbursed in conjunction with any travel).
- Routine legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction.
- All work customarily performed by secretaries and other administrative personnel including but not limited to, photocopying/bates stamping documents, scanning documents, transcription, retrieving files, indexing pleadings, updating case captions, making travel arrangements, calendaring, and preparing bills/invoices.
- Subscription services (e.g. Westlaw, Lexis-Nexis, or other legal database charge).
- Charges for the use of virtual conference rooms or other virtual meeting services.
- Responding to requests from Member Entity and/or their auditors relating to case file management and/or billing issues.

AKK 25-27 signed by Serena

Final Audit Report 2025-06-19

Created:	2025-06-18
By:	Aaron Holmberg (aholmberg@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAApmrDH68zaCLM1_8awpfuSrJzscN1iVqZ

"AKK 25-27 signed by Serena" History

Document created by Aaron Holmberg (aholmberg@inyocounty.us)
2025-06-18 - 10:47:01 PM GMT

Document emailed to Aaron Holmberg (aholmberg@inyocounty.us) for signature
2025-06-18 - 10:49:12 PM GMT

Document e-signed by Aaron Holmberg (aholmberg@inyocounty.us)
Signature Date: 2025-06-18 - 10:49:24 PM GMT - Time Source: server

Document emailed to John-Carl Vallejo (jcvallejo@inyocounty.us) for signature
2025-06-18 - 10:49:26 PM GMT

Email viewed by John-Carl Vallejo (jcvallejo@inyocounty.us)
2025-06-18 - 10:49:53 PM GMT

Document e-signed by John-Carl Vallejo (jcvallejo@inyocounty.us)
Signature Date: 2025-06-18 - 11:02:39 PM GMT - Time Source: server

Document emailed to Amy Shepherd (ashepherd@inyocounty.us) for signature
2025-06-18 - 11:02:41 PM GMT

Email viewed by Amy Shepherd (ashepherd@inyocounty.us)
2025-06-19 - 4:24:57 PM GMT

Document e-signed by Amy Shepherd (ashepherd@inyocounty.us)
Signature Date: 2025-06-19 - 4:26:02 PM GMT - Time Source: server

Document emailed to Keri Oney (koney@inyocounty.us) for signature
2025-06-19 - 4:26:03 PM GMT

Email viewed by Keri Oney (koney@inyocounty.us)
2025-06-19 - 6:42:13 PM GMT

Document e-signed by Keri Oney (koney@inyocounty.us)

Signature Date: 2025-06-19 - 6:42:59 PM GMT - Time Source: server

Agreement completed.

2025-06-19 - 6:42:59 PM GMT

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

July 8, 2025

Reference ID:
2025-442

Mental Health Services Act (MHSA) Plan Update for Fiscal Year 2025-2026

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Melissa Witting, Assistant to the HHS Director	Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve the Mental Health Services Act (MHSA) 2025-2026 Annual Update in order to access funds under the approved MHSA Agreement, and authorize the HHS Director, as the County's Mental Health Director, to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Pursuant to CA 9 CCR, Section 3300, the development of the Mental Health Services Act (MHSA) plan is informed by a Community Planning Process. For the FY 25-26 MHSA Plan, meetings were conducted with local stakeholder input, consumers, and community partners to address needs and gaps in services. In addition, survey data from the comprehensive community health needs assessment that was administered in Fall 2024 was also evaluated to inform services and programs.

The FY 25-26 plan is unique in that it is a one-year plan as opposed to the previously required three-year plan. This is because all County Mental Health Programs in California will be transitioning from MHSA to the implementation of Proposition 1, the Behavioral Health Services Act (BHSA), on July 1, 2026. The Behavioral Health Services Act (BHSA) is a new framework proposed to modernize and consolidate California's behavioral health funding system, aiming to improve accountability, streamline services, and expand access to care across prevention, treatment, and housing. It builds upon and replaces the Mental Health Services Act (MHSA), which primarily focused on community-based mental health services funded through a 1% tax on millionaires. Unlike MHSA, the BHSA broadens the scope to include substance use disorder treatment and mandates investments in housing for individuals with behavioral health needs. Inyo County Health and Human Services will lead a robust community planning process throughout fiscal year 25/26 to prepare a comprehensive three-year BHSA plan prior to July 1, 2026.

For the FY 25/26 MHSA plan, in accordance with the requirement for a 30-day comment period, HHS Behavioral Health posted the plan on the Inyo County website on May 19, 2025 and disseminated the plan throughout the County. The Behavioral Health Advisory Board held a public hearing on June 11, 2025 to solicit additional public comment. At this time, the Behavioral Health Advisory Board acknowledged that additional public comment would be collected and incorporated into the document until June 19, 2025 and approved submission of the plan with additional public comment incorporated.

FISCAL IMPACT:

Funding Source	Grant Funded (Mental Health Services Act (MHSA) funds)	**Budget Unit**	045201
Budgeted?	Yes	**Object Code**	
Recurrence	Ongoing Expenditures	**Sole Source?**	

If Sole Source, provide justification below

Current Fiscal Year Impact
The MHSA funds are received by the County from the California State Controller's Office into a trust. The programs described in this plan are paid out of the County budget (045201). Money is moved quarterly from the trust into the budget to cover the expenses. It is estimated that the County will receive $2,100,000 in FY 25/26.
Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the MHSA Annual plan updates for FY 2025-2026. This would prohibit further use of these funds until an acceptable plan that can meet MHSA regulations can be formulated. MHSA funds currently comprise approximately one third of all funds available for mental health services in Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mental Health is under the umbrella of Behavioral Health, a division of Health and Human Services. The MHSA plan includes involvement of stakeholders and partners from all interested agencies involved in mental health issues.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Health, Social, & Senior Services

APPROVALS:

Melissa Witting	Created/Initiated - 5/28/2025
Darcy Israel	Approved - 5/29/2025
Melissa Witting	Approved - 5/29/2025
Anna Scott	Approved - 6/27/2025
Melissa Best-Baker	Approved - 6/30/2025
Gina Ellis	Approved - 6/30/2025
Keri Oney	Approved - 6/30/2025
John Vallejo	Approved - 6/30/2025
Amy Shepherd	Approved - 7/1/2025
Nate Greenberg	Final Approval - 7/1/2025

ATTACHMENTS:

1. INYO MHSA FY25-26 Final

Behavioral Health
- A Division of Health & Human Services -

MENTAL HEALTH SERVICES ACT (MHSA) One-Year Plan FY 2025-2026

POSTED FOR PUBLIC COMMENT

May 19, 2025 to June 19, 2025

The Inyo County Health and Human Services- Behavioral Health Division is making the Mental Health Services Act One-Year Plan available for public review and comment from May 19, 2025 to June 19, 2025. Please visit https://www.inyocounty.us/behavioral-health/mental-health-services-act-mhsa to view and download a copy. Or you may find copies at the following locations:

- HHS front office at 1360 North Main in Bishop,
- Wellness Center in Bishop located at 586 Central St,
- Wellness Center in Lone Pine located at 310 Jackson St.

We welcome your feedback via phone, in person, in writing or via email at

760-873-6533 or HHS-Admin@inyocounty.us

Comments may also be made during a Public Hearing of the Behavioral Health Advisory Board on June 11, 2025

Behavioral Health
- A Division of Health & Human Services -

Inyo County Behavioral Health Advisory Board

Public Hearing:

June 11, 2025 at 2:30 p.m.

Public Hearing will be held in-person at: 1360 North Main St. Ste. 103, Bishop, CA, 93514 and will be available online at the following link:

Microsoft Teams

Join the meeting now

Meeting ID: 244 442 243 700 3

Passcode: wz64VQ3B

Dial in by phone

+1 312-620-5302,,999490897#

Comments or Questions? Please contact: Gina McKinzey, MHSA Coordinator Inyo County Behavioral Health Phone: (760) 873-6533; email: HHS-Admin@inyocounty.us

Inyo County Health and Human Services

Behavioral Health Division

2025-2026

Mental Health Services Act (MHSA) Plan

Intentionally Left Blank

MHSA Plan 2025-2026

Table of Contents

Table of Contents

County Description and Demographics 4
Demographic Compositions 6
Inyo Mental Health Plan Annual Beneficiaries 8
Inyo County Behavioral Health Service Principles 14
MHSA Community Program Planning 15
Local Review Process 18
Community Services and Supports (CSS) 20
PREVENTION AND EARLY INTERVENTION (PEI) 26
INNOVATIONS (INN) 30
WORKFORCE EDUCATION AND TRAINING (WET) 32
CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS (CFTN) 33
2025-2026 MHSA Budget 35
Key Terms and Acronyms 38
Appendix 41

Inyo County Behavioral Health Services (ICBHS) is working to better meet the needs of our community. This annual Mental Health Services Act (MHSA) Plan outlines our goals for the 2025-26 fiscal year. ICBHS is focused on using the county's strengths—like its strong community ties—to address areas where services are lacking.

Many people in Inyo County face challenges like addiction, trauma, and mental illness. These issues often affect people from historically underserved groups, such as Indigenous and Spanish-speaking residents. To support these communities, ICBHS is expanding its use of trauma-informed care and offering more inclusive ways for residents to get involved—both as volunteers and as members of our team.

ICBHS built this plan using feedback from the community and data about who is using our services and who still needs help. We also work closely with local partners like schools, hospitals, and other community and county programs to deliver the right care at the right time. This collaborative, data-informed approach guides our efforts to improve services for everyone in Inyo County.

County Description and Demographics

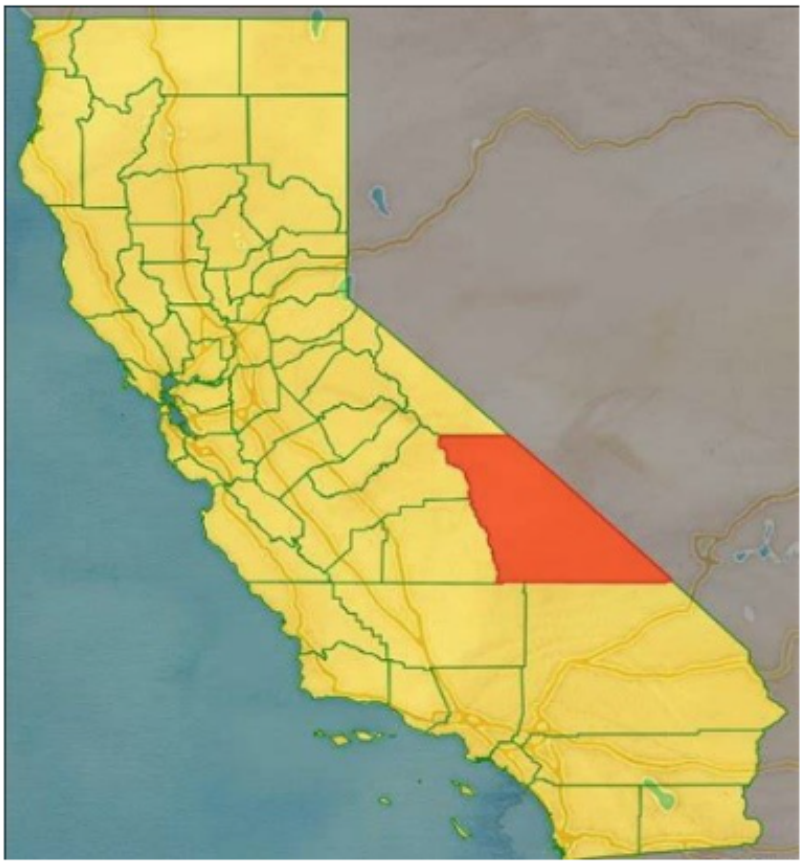
Inyo County is a land of magnificent natural diversity and unique splendor. Considered a "Frontier County," Inyo is the second largest county by land base in California. The 10,227 square miles which comprise the jurisdiction stretch the wide distance from the California/Nevada state line near Death Valley National Park all the way to the Eastern side of the Sierra Nevada. To the west, along the crest of the Sierra Nevada, Mount Whitney towers over the small community of Lone Pine. At 14,505 feet, it is recognized as the highest peak in the lower 48 states. Just a short distance away is Death Valley National Park, which, among other things, is home to Badwater—the lowest point in the U.S. at -282 feet below sea level. The Owens Valley forms the main north-south corridor with Highway 395 being the main thorough fair. This region is known as the Payahuunadi, or the Land of the Flowing Water, and is home to the Paiute Shoshone people. Today, a significant portion (98.3%) of the land in Inyo county is public land owned by federal, state, and other municipal agencies. The remaining 1.7% of privately owned land is broken into small, rural communities spread throughout the County. Less than 20,000 people call Inyo County home on a year-round basis.

Located about four hours from the metropolises of Los Angeles, Las Vegas, and Reno, the region is accessed via Highway 395 as well as through seasonal commercial flights into and out of the Bishop Airport. The significant distance from densely populated areas is both a blessing and a curse. Specialty health services, public transportation, and residential treatment facilities are either non-existent or limited. Conversely, outdoor recreation opportunities abound. ICBHS utilizes its limited resources to provide services as efficiently and effectively as possible, given the low population density and vast terrain to cover.

We respectfully recognize the four federally recognized tribes whose ancestral lands lie within what is now known as Inyo County: the Bishop Paiute Tribe, the Big Pine Paiute Tribe of the Owens Valley, the Fort Independence Indian Community of Paiute Indians, and the Timbisha Shoshone Tribe. We honor their enduring connection to the land, water, and traditions, and we acknowledge their sovereignty, resilience, and ongoing contributions to the cultural and community life of the region.

County Overview | Population Breakdown

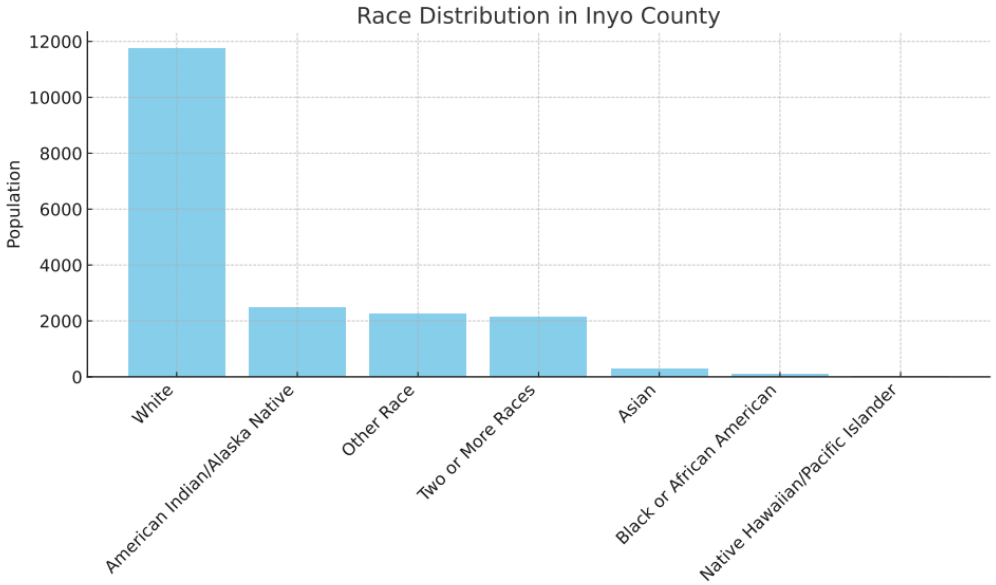
County Seat: Independence, CA | **Total Population (2020):** 19,016 | **County Area:** 10,197.26 sq. miles | **Population Density:** 1.9 people/sq. mile | **Total Households (2019-2023):** 7,923 | **Median Household Income (2019-2023):** $72,432 | **Poverty Rate:** 10% | **Unemployment Rate:** 2.4% |



| **Highest Point:** Mount Whitney (14,505 ft) | **Lowest Point:** Badwater Basin (−282 ft) | **Land Ownership:** Public Lands: 92% | City of Los Angeles: 3.9% | - State: 2.4% | - Private: 1.7% |

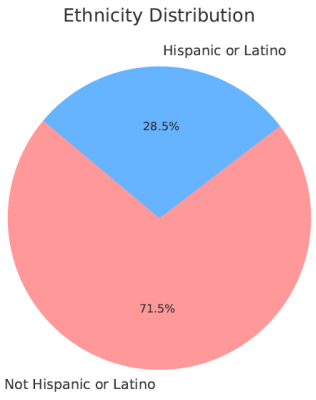
Demographic Compositions

Race



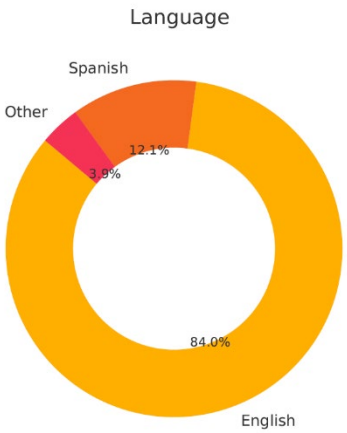
Inyo County's population is predominantly White (11,752), followed by American Indian/Alaskan Native (2,473) and individuals identifying as Other Race (2,267). Multi-racial residents make up a notable portion (2,128), with smaller populations of Asian (282), Black or African American (97), and Native Hawaiian (17) residents. This racial distribution reflects the county's unique demographic composition and cultural diversity. Source: Us Census Bureau

Ethnicity



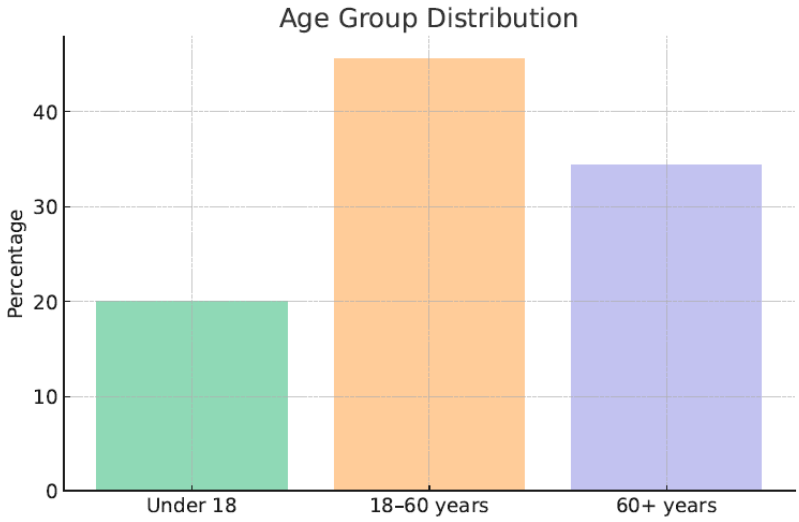
Inyo County's vibrant community is composed of diverse populations. While Euro-American residents constitute the majority, the county also boasts a significant Latinx and Mexican population, followed by the enduring presence of Indigenous tribal members. The 2020 census reveals that 66% identify as white and a growing 19% identify as Hispanic or of Latino origin, marking a 3.7% increase since the previous census. Source: Us Census Bureau

Language



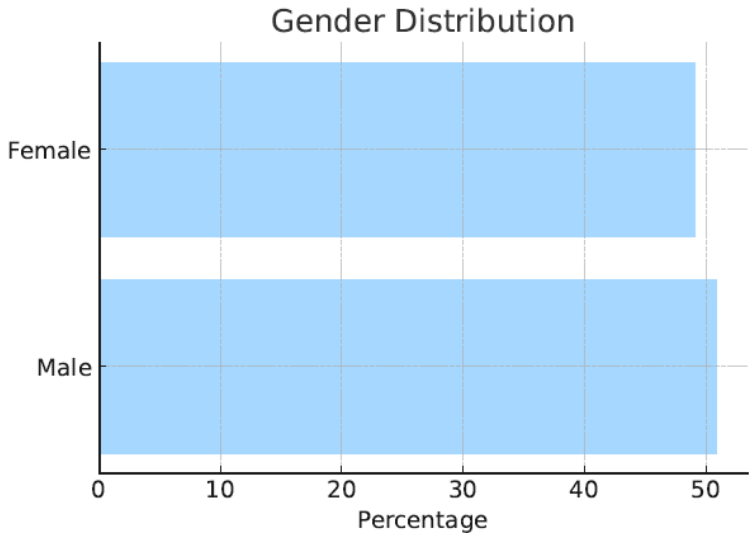
The majority of Inyo County residents, 84%, speak English, while 12.1% speak Spanish, and 3.9% speak other languages. This linguistic distribution reflects the county's primarily English-speaking population with a notable Spanish-speaking community. Source US Census Bureau

Age Distribution



Inyo County has a median age of 45.6 years, with 34.4% of the population aged 60 and older. Adults between 18-60 years make up the largest share at 45.6%, while individuals under 18 account for 20% of the population. This age distribution reflects a significant older adult population compared to statewide trends. Source: Us Census Bureau

Gender Distribution



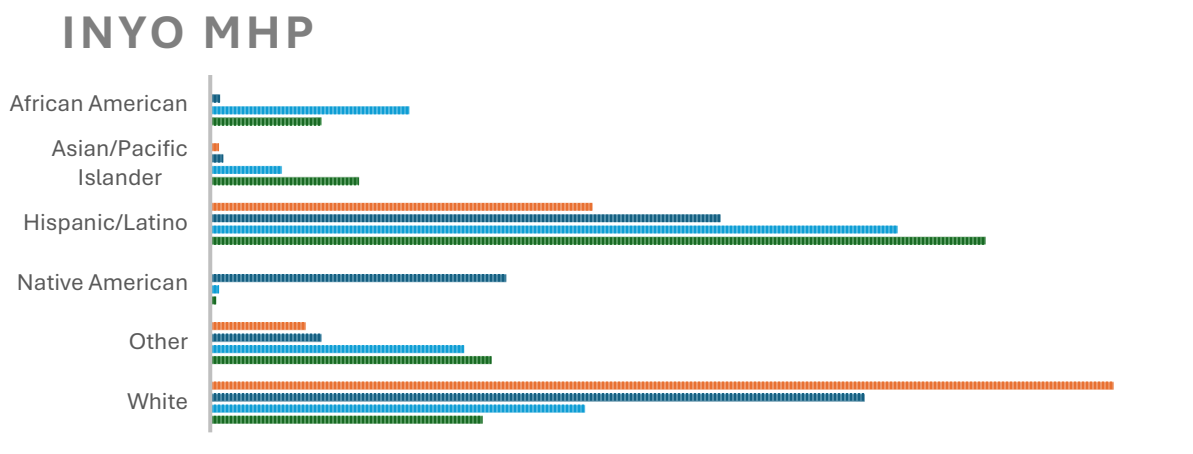
Inyo County exhibits a near-even distribution of the population by sex, with 50.88% male and 49.12% female residents. This demographic balance indicates relative stability within the county's population structure. Source: Us Census Bureau

Inyo Mental Health Plan Annual Beneficiaries

In Inyo County, a total of 6,300 residents are eligible for Medi-Cal benefits. However, current data reveals that only 431 individuals are accessing mental health services through the Inyo Mental Health Plan (MHP). This signifies that approximately 6.8% of the eligible population is currently utilizing these crucial services, highlighting a notable disparity between potential need and actual service engagement. This gap in utilization likely reflects existing barriers to mental healthcare access within the region, influenced by factors inherent to Inyo County's rural landscape, including the availability of mental health professionals and the robustness of service infrastructure. There is also a distrust of government services, social and geographic isolation that is also factored into gap of utilization.

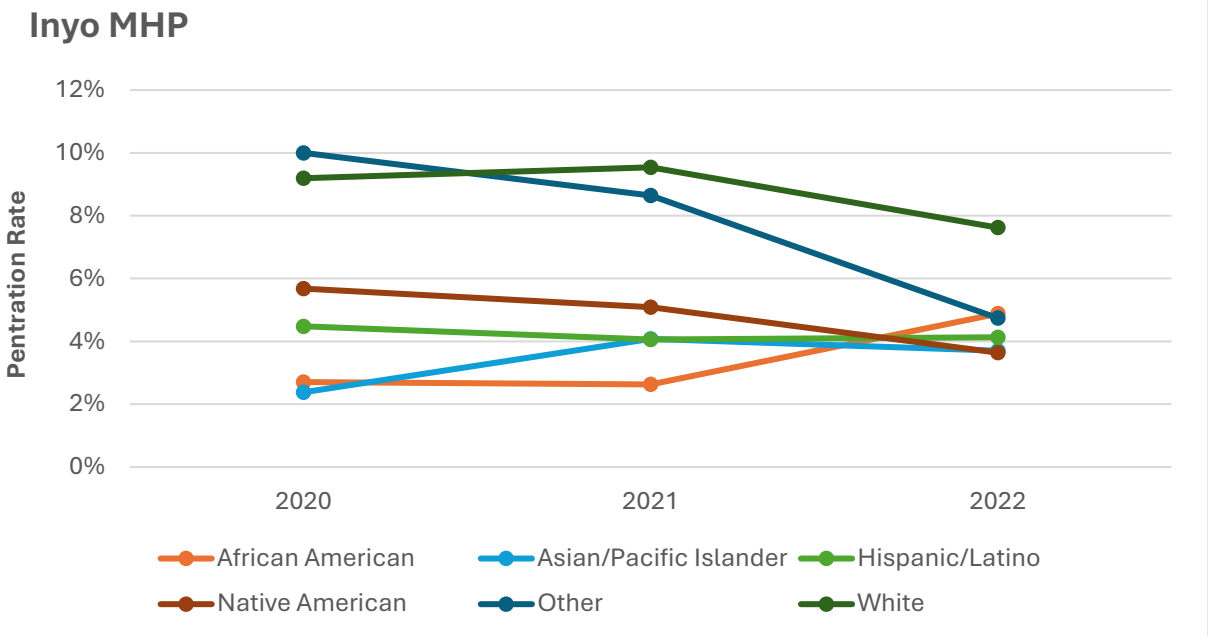
Addressing this discrepancy is paramount and necessitates a strategic infusion of financial resources to bolster mental health access throughout Inyo County. As a geographically expansive rural community grappling with limitations in provider availability and service infrastructure, increased funding is indispensable. Such investment will be instrumental in bridging existing service gaps, ensuring equitable and timely care reaches underserved populations. By strategically allocating resources to the Inyo Mental Health Plan, the county can facilitate service expansion, enhance outreach initiatives, and ultimately increase the proportion of eligible residents receiving the vital mental healthcare they require.

Race/Ethnicity for Mental Health Plan Compared to State, Calendar Year (CY) 2022*

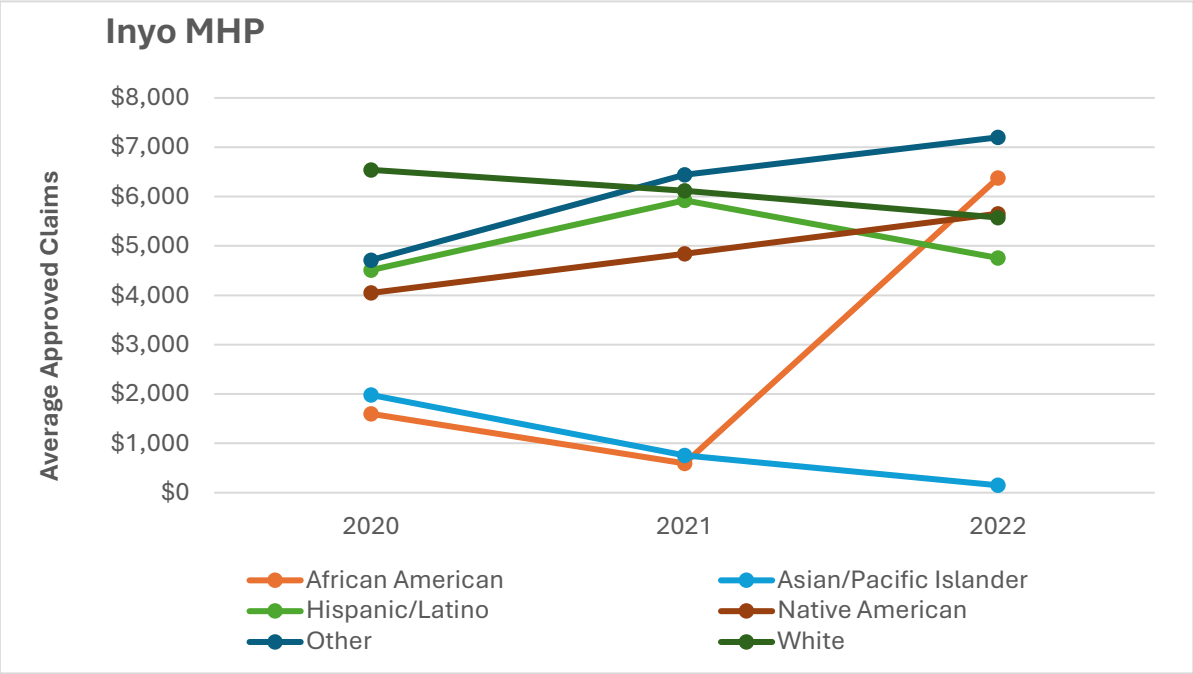


	White	Other	Native American	Hispanic/Latino	Asian/Pacific Islander	African American
MHP % Served	57%	6%	-	24%	1%	-
MHP % Eligible	41%	7%	18.56%	32%	1%	1%
State % Served	23%	16%	0.55%	43%	4%	12%
State % Eligibles	17%	18%	0.37%	49%	9%	7%

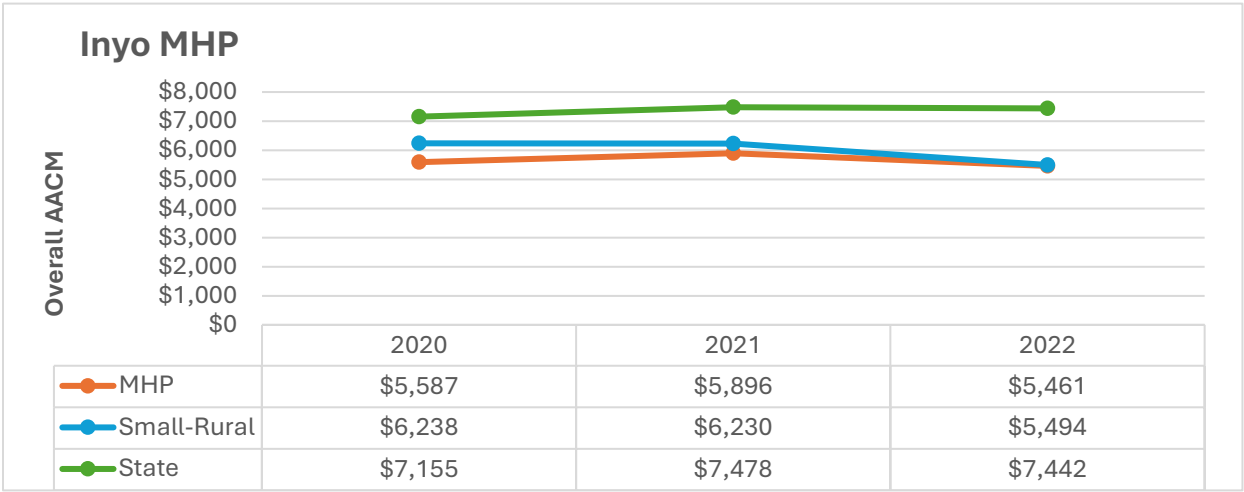
Mental Health Plan Penetration Rate by Race/Ethnicity, CY 2020-22*



Mental Health Plan Average Approved Claims by Race/Ethnicity, CY 2020-22



Overall Average Approved Claims, CY 2021-22



	2020	2021	2022
MHP	$5,587	$5,896	$5,461
Small-Rural	$6,238	$6,230	$5,494
State	$7,155	$7,478	$7,442

Threshold Language of Inyo MHP Medi-Cal (Members Served in CY 2022)*

Threshold Language	# of Members Served	% of Members Served
Spanish	24	6.54%
Threshold language source: Open Data per BHIN 20-070		

Inyo County Medi-Cal- Eligible Population, Members Served, and Penetration Rates by Age, CY 2022*

Age Groups	Total Members Eligible	# of Members Served	MHP PR	County Size Group PR	Statewide PR
Ages 0-5	701	20	2.85%	1.63%	1.82%
Ages 6-17	1,559	117	7.50%	8.62%	5.65%
Ages 18-20	316	11	3.48%	6.55%	3.97%
Ages 21-64	3,358	188	5.60%	7.37%	4.03%
Ages 65+	719	31	4.31%	3.60%	1.86%
Total	**6,652**	**367**	**5.52%**	**6.67%**	**3.96%**

Inyo MHP Annual Members Served and Total Approved Claims, CY 2020-22*

Year	Total Members Eligible	# of Members Served	MHP PR	Total Approved Claims	AACM
CY 2022	6,652	367	5.52%	$2,004,074	$5,461
CY 2021	6,300	431	6.84%	$2,541,371	$5,896
CY 2020	5,835	412	7.06%	$2,302,022	$5,587

*Data is most recent for reportable values as of this report.

Inyo County is comprised of close-knit rural communities. The County has seen its population remain remarkably stable, edging up only slightly from 18,039 in 2019 to 19,016 in 2020. This stability, a hallmark of its rural character and minimal urban expansion, tells a story of a community where change happens gradually.

However, this stability, coupled with a relatively small population, brings into sharp focus the vital need for targeted funding to sustain essential services. Inyo County's situation underscores a key challenge - *limited population growth can create barriers.* Identified factors are:

- **Economic Expansion***:* Slower growth can mean fewer opportunities for new businesses and job creation, potentially impacting the economic vitality of the region.
- **Workforce Availability:** A smaller population can limit the pool of available workers, making it difficult for employers to find the skilled labor they need.
- **Access to Critical Resources:** The very nature of a rural setting often means that residents face greater obstacles in accessing crucial resources such as healthcare, specialized social services, and essential infrastructure.

These factors make strategic investments, such as those provided through MHSA funding, not just desirable, but essential for:

- **Bolstering Community Resilience:** Targeted funding can empower Inyo County to effectively navigate economic shifts and social challenges, strengthening the community's ability to thrive in the face of adversity.
- **Expanding Service Accessibility:** Dedicated resources can ensure that all residents, regardless of where they live in this geographically dispersed county, have access to the services they need to live healthy and fulfilling lives.
- **Fostering Sustainable Development:** Investing in initiatives that promote balanced economic growth, enhance workforce skills, and improve infrastructure will ensure the long-term well-being of Inyo County and its residents.

In essence, understanding Inyo County's unique population and dynamics is not just a matter of statistics; it's about recognizing the challenges and opportunities that shape the lives of its residents and making informed decisions that will secure a vibrant and sustainable future for this remarkable community.

Inyo County is a strong, caring place where people support one another. Many residents have ties to the land and water, and they value local traditions and community events. There is also a recognized concern about the rising use of drugs and alcohol as well as overall mental health and wellbeing in the county.

A major strength is how connected people feel to their community. Connection can be a powerful tool in the efforts to improve health and well-being. Many people want to help reduce gaps in services like addiction treatment, housing, and mental health care,

especially services that reflect cultural needs and support healthy living. However, the county also faces serious issues in available local resources.

Strengths	Vulnerabilities
• Community members care for one another • Connection through events and rituals • Knowledge and concern for the land and water issues • Awareness and concern for increasing substance use • Multi-generational connection • Appreciation of cultural differences • Desire to help and to find solutions to disparities in access to culturally appropriate addiction services, healthcare, and mental health therapy; housing, and healthy food	• Lack of recovery resources for adolescents and adults • Lack of recovery resources for residential drug and alcohol treatment • Developmental trauma as a root cause for substance use disorders and mental health challenges • Few resources for Spanish-speaking community members • No designated emergency shelter for individuals experiencing homelessness • Marginalization of Indigenous people, including overrepresentation in jail and disproportionate rates of trauma-related mental health and substance use issues. • Fear of seeking services

Inyo County Behavioral Health Services has prioritized awareness and education to staff members around trans- generational, race-related, and historical trauma and how families have struggled to manage the myriad ways in which trauma manifests. There is potential for community members with lived experience to be more involved in prevention and support as volunteers or paid staff. By fostering inclusive opportunities for community engagement, we aim to ensure that our services are culturally responsive and equitable for all populations served.

Inyo County Behavioral Health Services is rebuilding and revisiting how best to collaborate with our community partners. Activities include regular multi-disciplinary team meetings with Probation, Northern Inyo Healthcare District, Inyo County Sheriff's Department, Bishop Police Department, Toiyabe Family Services, and other divisions within Inyo County Health and Human Services (HHS).

ICBHS is invested in training and educating staff in trauma awareness and cultural humility and will continue to offer Trauma Informed Care training to all new and existing staff. The department's mission is to integrate these principles into all aspects of our services to ensure that they are equitable, inclusive, and responsive to the needs of our diverse community.

Inyo County Behavioral Health Service Principles

Inyo County Behavioral Health Services (ICBHS) is committed to implementing MHSA programs in accordance with the foundational precepts outlined in the California Code of Regulations (Title 9, Division 1, Chapter 14). These principles guide the design and delivery of services that are client-centered, family-driven, community-based and collaborative, culturally competent, and outcomes-driven. This section outlines how ICBHS upholds these values in practice during the current planning year.

Client-Centered Services - ICBHS ensures that services are driven by the client's needs, preferences, and strengths. Clients actively participate in identifying goals and developing individualized care plans. Clinical staff apply CalAIM documentation standards to assess strengths across seven Life Domains and address barriers to well-being. Natural supports—such as family, friends, and community partners—are incorporated to create a plan that reflects each client's unique goals and lived experience.

Family-Driven Approach - For children and youth, ICBHS engages families as core partners in the planning and care process. Parents, caregivers, extended family, and others identified as part of the child's support system are included when safe and appropriate. Family input informs service delivery, ensuring plans reflect family values, cultural context, and long-term goals for wellness and stability.

Community-Based and Collaborative Planning - ICBHS maintains a strong commitment to community collaboration by holding monthly stakeholder meetings and conducting annual needs assessment surveys. Stakeholders include clients and families, service providers, educators, healthcare professionals, law enforcement, and other community representatives. Feedback from these groups directly informs program design, service priorities, and resource allocation.

Culturally Competent and Trauma-Informed Care - ICBHS embeds cultural competence and trauma-informed principles across all programs. Services are developed and evaluated to:

- Provide equal access and quality of care across racial/ethnic, cultural, and linguistic groups;
- Identify and eliminate disparities in service delivery;
- Respect and integrate diverse cultural beliefs and healing practices;
- Address the impacts of trauma, systemic racism, and bias on individual and community mental health;
- Train staff and contractors to meet the cultural and linguistic needs of the populations they serve;
- Promote diversity in staffing and leadership that reflects the communities served.

Outcomes-Driven Services - ICBHS uses data and client feedback to ensure services are effective and responsive. Clients and families in Full Service Partnerships contribute to ongoing assessment of progress through regular Team Meetings. Community partners provide quarterly data on service engagement and outcomes. Program performance is tracked by service category at Wellness Centers to guide continuous improvement and align services with client-defined success.

MHSA Community Program Planning

The formulation of this comprehensive MHSA FY 2025-2026 Annual Plan was guided by an inclusive methodology designed to capture diverse perspectives to assess the behavioral health landscape of Inyo County. Key elements of this process included stakeholder engagement and public input.

Stakeholder Engagement and Collaborative Partnerships

ICBHS actively cultivates and maintains strong working relationships with a wide array of local and regional organizations through consistent and purposeful coordination. This commitment is exemplified by the following regular convenings:

ICBHS staff meetings ensure seamless communication regarding staffing transitions, recruitment updates, ongoing program activities, evolving state regulatory requirements, and essential training opportunities.

Justice System Collaboration: Multidisciplinary Team (MDT) meetings are convened weekly at the jail, bringing together behavioral health professionals, Substance Use Disorder (SUD) program staff, jail nurse, reentry support personnel, and probation officers. The primary objective of these meetings is collaborative case planning and facilitating access to the vital resources offered at the Wellness Centers and Progress House programs.

Advisory Board Guidance: The Behavioral Health Advisory Board convenes monthly, providing a crucial forum for public comment and the submission of

valuable suggestions aimed at enhancing service delivery, including the Mental Health Services Act (MHSA) Community Services and Supports (CSS) initiatives at the Wellness Centers.

Healthcare System Alignment: Regular meetings are held with Northern Inyo Hospital Emergency Room staff to analyze data pertaining to psychiatric emergencies, the provision of follow-up care, Welfare and Institutions Code Section 5150 hospitalizations, and substance-related crisis events. These collaborations are essential for ensuring seamless coordination of care and facilitating timely access to Wellness Center and Progress House programs for individuals in need.

Justice-Involved Initiative Planning: Program planning meetings are conducted monthly for the California Advancing and Innovating Medi-Cal (CalAIM) Justice Involved initiative, bringing together key stakeholders from the Inyo County Sheriff's Office, Inyo County Probation Department, and various divisions within Health and Human Services to collaboratively develop and implement effective strategies.

Inter-County Collaboration: Regular meetings are held with the Behavioral Health Director and Program Manager from neighboring Mono County to explore potential collaborative opportunities in addressing the needs of individuals experiencing mental illness and homelessness in both counties, with a specific focus on developing shared housing solutions.

Managed Care Partnership: ICBHS engages in monthly meetings with representatives from the two MediCal Managed Care plans operating in the region. These discussions center on the implementation of Enhanced Care Management (ECM) and Community Supports (CS), as well as the establishment of necessary Memoranda of Understanding (MOUs) for various programs within the Health and Human Services Department.

Regional Housing Coordination: Participation in the monthly Eastern Sierra Continuum of Care meetings ensures active engagement in the Coordinated Entry System (CES) and provides ongoing updates on regional housing initiatives.

Early Psychosis Intervention Advancement: Participation in the monthly EPI-CAL (Early Psychosis Intervention California) learning community meetings facilitate the standardization of clinical practices and support the continuous exchange of knowledge and training related to the early identification and treatment of psychosis. Expert technical assistance and ongoing training are provided through the UC Davis EPI-CAL learning healthcare network.

Consumer Surveys

Public Input was gathered through surveys and public meetings as part of the ICBHS Consumer Perception Survey and a comprehensive Community Health Assessment lead by the Inyo County Health and Human Services Public Health Division.

Consumer Perception Survey: ICBH distributed Consumer Perception surveys to clients, in English and Spanish, which are intended to measure satisfaction with mental health services and to identify client needs. The results of the CPS surveys indicate the following:

Most respondents reported that substance use disorders are Inyo County's biggest problem. Trauma is Inyo County's next most significant problem, contributing to chronic or terminal illness, death, divorce, and mental illness.

Why this is significant:

- Our community is aware of trauma and that trauma is a root cause of mental illness, alcoholism, and drug addiction.. This underscores the importance of addressing trauma within these communities through culturally informed care.

How MHSA services can meet these needs:

- Use CSS funding to continue providing welcoming and culturally relevant groups at the Wellness Centers, ensuring that these programs are inclusive and tailored to the diverse cultural backgrounds and needs of the community.
- Partnering and cross-referrals with Inyo County Substance Use Disorders, Crossroads Recovery Center, and Toiyabe Family Services to increase our capacity for providing equitable and culturally responsive outpatient recovery services through coordinated partnerships and cross-referrals.
- Educating staff and community members on the impact of trauma and its relationship to substance use disorder and mental health concerns.
- Continue to implement Trauma Informed Care (TIC) and extend its core principles out into the community, ensuring that all services and interactions are grounded in cultural sensitivity, inclusivity, and respect for diverse experiences and backgrounds.

Community Health Assessment (CHA): Inyo County Health and Human Services Division of Public Health and Prevention completed a Community Health Assessment process (CHA) in the fall of 2024 wherein surveys in English and Spanish were distributed to the public and community partners in the fields of healthcare, social services, education, public safety, and government and tribal partners. This diverse group of stakeholders was to ensure that diverse perspectives and voices were included in the input and feedback received. The results of the CHA surveys indicated that substance use disorders, and lack of substance use treatment capacity, is the most reported health need facing Inyo County. The second most often identified health need is that of maternal health and specifically maternal mental health services.

Why this is significant:

- In a broader community-wide health assessment, the top two identified needs are related to behavioral health.

How MHSA services can meet this need:

- Growing to meet the behavioral health needs of the county of Inyo will also serve to meet the greater-identified public health needs of the community.

Local Review Process

Comprehensive Local Review Process: To ensure broad community input and transparency, the proposed MHSA FY 2026 Annual Plan underwent a 30-day public review and comment period from May 19, 2025, to June 19, 2025. Multiple avenues were provided for accessing and engaging with the plan:

Online Accessibility: An electronic version of the Annual Update was readily available on the Inyo County website at https://www.inyocountv.us/behavioral-health/mental-health-services-act-mhsa.

Direct Distribution to Key Stakeholders: The plan was proactively distributed to members of the Behavioral Health Advisory Board, all staff within Inyo County Health and Human Services, leadership within the Inyo County Probation Department and Sheriff's Office, administrative leaders at Northern Inyo Hospital and Southern Inyo Hospital, key personnel in the Inyo County Office of Education, and leadership at the Toiyabe Indian Health Project and tribal leadership of the federally-recognized tribes in services area.

Physical Accessibility in Community Hubs: Hard copies of the document were made accessible to the public at the Bishop Behavioral Health Clinic, the Bishop Wellness Center, the Lone Pine Wellness Center, and at all Inyo County library branches, including Bishop, Big Pine, Independence, Lone Pine, Furnace Creek, and Tecopa.

Public Hearing for Community Voice: A dedicated public hearing for the 2025-26 Annual Plan was held on June 11, 2025, at 2:30pm at 1360 N. Main St - Rm 103, Bishop, California, 93514, as a regular agenda item during a meeting of the Behavioral Health Advisory Board. This provided a direct forum for community members to voice their perspectives and provide input.

Public Comment Summary Report: As part of the stakeholder engagement process, Inyo County Behavioral Health collected and reviewed public comments from community members and partners. The following summarizes the comments received, the date received, and whether each was incorporated into the final draft of the plan.

Comment	Date Received	Incorporated into Final Draft?
Requested that definitions of Veteran stakeholders be included in the plan (referencing page 24).	6/11/2025	No
Community representative expressed interest in volunteering if a Veteran Domestic Violence (DV) support group is created.	6/11/2025	No
Recommended revising ambitious goal to "Organize 8 events" due to current understaffing. Suggested making goals more realistic and achievable.	6/11/2025	Yes
Requested additional development of the Innovations component to allow for partnership between Toiyabe and Inyo County Behavioral Health in future planning cycles.	6/11/2025	No
Provided edits to narrative on page 20 describing the Adult Wellness Centers (Bishop and Lone Pine), including enhanced descriptions of services and revised second bullet point to emphasize strengths-based, client-centered services.	6/13/2025	Yes
Provided edits to page 21 narrative to clarify available therapeutic interventions, emergency services, and use of Wellness Centers as warming/cooling centers. Corrected location of new signage to reflect that it was installed only at the Bishop Wellness Center.	6/13/2025	Yes
Requested revisions to Family Services Team (FST) goals. Revisions were submitted and implemented.	5/22/2025	Yes
Submitted general review and comment on the document for implementation.	5/20/2025	Yes
Requested inclusion of information about the Tribes served in the service area.	5/21/2025	Yes

Community Services and Supports (CSS)

Inyo County Behavioral Health Services (ICBHS) implements its Community Services and Supports (CSS) component in full alignment with the California Welfare and Institutions Code (WIC) Sections 5600–5610 and California Code of Regulations (CCR) Title 9, Sections 3200.140 and 3620.05. CSS provides a broad array of mental health services and supports for children, youth, transition-age youth, adults, and older adults, including Full Service Partnerships (FSPs), which offer intensive, team-based, and individualized care. These services are rooted in evidence-based, recovery-oriented models that emphasize client-centered, family-focused, culturally competent, and community-based treatment. Consistent with CCR §3200.140, FSPs support clients in achieving self-defined goals across life domains such as housing, education, employment, and wellness, with an emphasis on “whole person care” as outlined in CalAIM.

The guiding principle of CSS is that timely, integrated, and equitable mental health services are essential to preventing crisis, reducing long-term system involvement, and supporting recovery. In keeping with the intent of WIC §5600 and 9 CCR §3620.05, ICBHS is committed to eliminating barriers to care, preventing unnecessary institutionalization, and addressing disparities in access and outcomes—especially among historically underserved populations. These services are designed to reduce homelessness, prevent hospitalization and incarceration, and support clients in remaining safely in their communities. ICBHS recognizes that untreated mental illness is both a public health and social justice issue, and through the MHSA-funded CSS programs, strives to deliver meaningful and measurable improvements in the lives of individuals and families across Inyo County.

This includes comprehensive behavioral health and substance abuse assessments, wellness and recovery action planning, case management services, individual and group mental health services; crisis services, peer-led self-help/support groups, education and employment support, education and awareness around stigma associated with mental illness, linkage with primary care providers, and housing support and assistance. The goal is to deliver equitable, culturally responsive, and integrated services that address the diverse needs of all individuals.

Wellness Centers

Adult Wellness Centers (located in Bishop and Lone Pine) provide adults with showers, laundry facilities, kitchen use, food, staff facilitated groups, assistance with applications for CalFresh, MediCal, Social Security Disability, and housing. Resources for necessary community services and support programs in a welcoming environment. These

initiatives aim to empower clients, support their well-being, and foster community connections.

The Wellness Centers model that many counties in California have adopted follow the Mental Health Services Acts core principles, which are to make services needs driven, client-centered, strengths-based, and outcome driven. Ensuring that services are tailored to the diverse needs of individuals and grounded in their unique strengths. By emphasizing these principles, the Wellness Centers strive to deliver equitable, responsive, and effective care that support positive outcomes for all community members.

The Wellness Centers goals are:

- De-stigmatize mental health conditions by being inclusive and respecting each client's experiences.
- Be strengths-based in its programs and services by offering an array of services where clients may learn social & life skills, creative expression & participate in activities. This approach ensures that services are tailored to individual needs and preferences, fostering personal growth and well-being in an equitable and inclusive manner.
- Build community by including clients in planning and developing groups, projects, and programs. This inclusive approach ensures that client voices and experiences are integral to shaping initiatives, leading to more relevant and effective services that reflect the diverse needs and preferences of the community.
- Be client-driven such that clients are the main informants of needs and gaps in programs and services.
- Create an environment of safety by creating and committing to expectations of non-violence and non-discrimination for staff and clients. This commitment ensures that all individuals are treated with respect and dignity, and promotes a culture where everyone feels secure and valued.

As a community center for the purposes of serving community members experiencing homelessness, mental health challenges, and substance use disorders, the Wellness Center provides case management, assistance with accessing recovery services, therapeutic interventions, healthcare, resource assistance including but not limited to emergency food, lodging, housing and resources for employment or continuing education. Wellness Centers also serve as cooling and warming centers for these community members during times of extreme heat or cold during business hours, ensuring that all community members have access to essential services and care during vulnerable times.

Ongoing staff facilitated groups at the Wellness Center in Bishop, include topics such as peer social support, creativity through art, writing, and life skills. These offerings are

designed to meet the varied interests and needs of individuals, fostering personal growth and well-being in an inclusive and supportive environment.

The Wellness Center may also provide groups such as money management, smoking cessation, gardening, and dialectical behavioral therapy facilitated by Behavioral Health staff members. These offerings are designed to meet the varied interests and needs of individuals, fostering personal growth and well-being in an inclusive and supportive environment.

Full-Service Partnership (FSP)

Inyo County Behavioral Health Services (ICBHS) remains committed to ensuring the Full-Service Partnership (FSP) model continues to reflect best practices in client-centered, outcomes-driven care. Due to anticipated structural changes related to the Behavioral Health Services Act (BHSA), final guidance on FSP modifications remains forthcoming at the state level. As a result, ICBHS has extended the timeline for finalizing and implementing updates to FSP procedures to accommodate new regulatory modules and ensure alignment with BHSA requirements.

For the plan year 2025-2026 ICBHS will engage with the following community partners.

For Adult Population:

- Eastern Sierra Continuum of Care
- Inyo County Probation and Sheriff's Office
- Inyo County Social Services
- Toiyabe Indian Health Project
- Bishop Police Department

For Transitional Age Youth (TAY) Population:

- Inyo County Office of Education
- Bishop Indian Education Center
- Inyo County Social Services
- Toiyabe Indian Health Project
- Bishop Police Department
- Inyo County Probation

For Older Adults (60+):

- Eastern Sierra Areas Agency on Aging (ESAAA)
- Northern Inyo Healthcare District
- Eastern Sierra Continuum of Care
- Inyo County Social Services
- Tribal Elder's Programs

Tribal Communities:

- Toiyabe Indian Health Project
- Owens Valley Career Development Center

To support this effort, ICBHS has established the following SMART goals to guide the review, finalization, training, and rollout of the revised FSP procedure:

Staff Review and Feedback

- Goal: Distribute the draft FSP procedure to staff for input by August 2025.
- Metric: Obtain feedback from at least 50% of impacted staff to inform the final version.

Finalize Procedure

- Goal: Incorporate staff feedback and finalize the updated FSP procedure by October 2025.
- Metric: A completed, An approved procedure ready for staff training and implementation.

Staff Training

- Goal: Deliver comprehensive training sessions to all relevant staff and stakeholders during November and December 2025.
- Metric: Achieve 100% participation among designated staff in the training sessions as evidenced by sign-in sheets.

Implementation

- Goal: Launch the updated FSP procedure across all applicable programs by January 1, 2026.
- Metric: All programs adopt and begin using the revised procedure without service disruption.

Monitoring and Evaluation

- Goal: Track effectiveness and fidelity of the new procedure through data monitoring and regular feedback loops.
- Metric: Begin monthly performance reporting at BHAB meetings and quarterly updates at QIC meetings starting Spring 2026.

These steps will ensure that ICBHS remains responsive to both state-level system reforms and local service needs, while maintaining fidelity to MHSA principles of recovery, equity, and integrated care.

Coordinated Entry System and Housing Goal

In alignment with MHSA principles of recovery-oriented, client-centered, and community-based care, Inyo County Behavioral Health Services (ICBHS) will partner with the Housing Program and regional stakeholders to strengthen housing access for Behavioral Health clients. This includes enhancing the Coordinated Entry System (CES) process, clearly defining eligibility for Behavioral Health Services Act-funded housing supports to be implemented in FY 2026-27), and implementing a interim housing project through multi-source funding and regional collaboration.

ICBHS and Housing Program staff will collaboratively develop and implement a comprehensive housing access strategy that includes:

Eligibility Criteria Definition

- Goal: Develop and finalize clear, written eligibility criteria for BHSA-funded housing supports by September 2025.
- Metric: Document completed and approved by both ICBHS and Housing Program leadership, including alignment with CARE Court, Re-entry Court, and other diversion programs.

Referral Workflow Development

- Goal: Create a standardized referral workflow for Behavioral Health staff to guide housing referrals through CES and other coordinated systems by December 2025
- Metric: Finalized workflow document approved and distributed to all relevant Behavioral Health staff.

Staff Roles and Responsibilities

- Goal: Develop and disseminate a detailed roles and responsibilities chart for ICBHS and Housing Program staff by March 2026.
- Metric: Chart completed, reviewed in supervisory meetings, and integrated into standard operating procedures.

Joint Staff Information Session

- Goal: Deliver a collaborative training session for Behavioral Health and Housing Program staff between April and June 2026.
- Metric: Achieve 100% attendance of designated staff, with session sign-in sheets and post-training evaluations confirming participation.

Regional Collaborative Facilitation

- Goal: Launch and sustain a monthly regional collaborative through the Eastern Sierra Continuum of Care from July through September 2026.
- Metric: Conduct at least 11 monthly meetings, with documented attendance and progress notes involving Behavioral Health, Medi-Cal Managed Care Plans, housing partners, and justice system stakeholders.

Interim Housing Project Implementation

- Goal: Implement an interim housing project from July 2025 to June 2026 that increases housing access for Behavioral Health clients
- Metric: Establish up to 5 emergency/interim housing beds, with prioritization through CES, HMIS, CARE Court, Behavioral Health Court, and Re-entry Court pathways; leverage at least three funding sources including the Behavioral Health Bridge Housing Program and MCP Transitional Rent.

Monitoring and Evaluation:

ICBHS will track success through the following mechanisms:

- Deliverable Completion: All planned deliverables (eligibility criteria, workflow, roles chart, training, collaborative) finalized by respective quarterly deadlines between July 2025 and September 2026.
- CES Entry: 100% of eligible Behavioral Health clients entered into CES.
- Housing Availability: Up to 19 interim housing beds established and actively used.
- Data Reporting: Monthly outcome data presented to BHAB and QIC beginning Fall 2025, including metrics such as number of referrals, clients housed, and average time from CES entry to housing placement.
- Continuous Improvement: Quarterly adjustments based on collaborative feedback and performance data.

Veteran Services Coordination and Expansion

Inyo County Behavioral Health will strengthen coordination and expand behavioral health services for local veterans by collaborating with veteran stakeholders and service providers from July 2025 to June 2026. The following key activities will be completed:

- Stakeholder Engagement
    - Co-host at least four stakeholder meetings with veterans, veteran advocates, and behavioral health providers.
    - Collect input on current veteran behavioral health service needs and gaps.
- Needs and Provider Assessment

- Compile a written summary of identified behavioral health needs of local veterans by December 2025.
- Create a directory of local behavioral health providers who currently serve or are interested in serving veterans.

- Funding Source Clarification
  - Research and clarify TriCare West enrollment and VA Cares voucher These efforts will directly support Inyo County's goal of improving access to and coordination of behavioral health services for veterans.

PREVENTION AND EARLY INTERVENTION (PEI)

Inyo County Behavioral Health Services, in alignment with 9 CCR 3705, will incorporate the following elements into its MHSA One-Year Plan:

1. **Outreach for Increasing Recognition of Early Signs of Mental Illness**
   The plan will include at least one program aimed at increasing the recognition of early signs of mental illness, as defined in Section 3715.
2. **Evidence-Based Prevention Program**
   The plan will also include at least one evidence-based prevention program, as defined in Section 3720, focusing on reducing risk factors for developing serious mental illness and building protective factors. The goal is to mitigate the negative outcomes of untreated mental illness, especially among individuals and populations at higher risk. These factors include biological, behavioral, social/economic, and environmental conditions, such as chronic medical conditions, adverse childhood experiences, trauma, poverty, family conflict, racism, and social inequality.
   - The prevention program will target individuals with a higher-than-average risk of developing mental illness, including their families and caregivers.
   - Services may include relapse prevention for individuals in recovery from serious mental illness and will be culturally sensitive and responsive to individual needs.
   - Universal prevention strategies will be considered if evidence supports their effectiveness for at-risk populations, with an emphasis on equity and accessibility.

Older Adult Outreach

Inyo County Behavioral Health Services (ICBHS) is committed to advancing early identification and prevention efforts that reflect the principles of equity, cultural and prevention efforts that reflect the principles of equity, cultural sensitivity, and inclusive

access. The Older Adult Outreach Program focuses on recognizing the early signs of mental illness and age-related challenges among older adults in Inyo County. This program emphasized early intervention, prevention, and education in collaboration with community partners and stakeholders.

To guide implementation, ICBHS has established the following goals:

Training Needs Identification

- Goal: Identify key training and education topics related to mental health, age related challenges, and social isolation in the older adult population by August 2025.
- Metric: Distribute education topics to stakeholders for feed back in August, 2025.

Stakeholder Partnership Development

- Goal: Partner with agencies such as Eastern Sierra Area Agency on Aging, Adult Protective Services, Life Night, Toiyabe Indian Health Project, and local healthcare providers to deliver community-based training.
- Metric: Identify a minimum of four events (e.g. senior centers, community halls) for educational sessions during the fiscal year.

Annual Training Schedule Development

- Goal: Develop educational flyers for outreach events by September 2025.
- Metric: Track distributions of flyers given to target audience. This could involve tallies or estimates based on event interactions. Qualitative feedback from people who receive the flyers and provide insight into their usefulness and relevance.

Community Engagement

- Goal: Conduct at least four educational sessions during the fiscal year.
- Metric: Number of events and flyers distributed.

Thes targeted actions and measurable objectives will support ICBHS in reducing risks such as depression, social isolations, and age-related challenges among the aging population. By prioritizing culturally relevant, community-embedded education and early intervention, ICBHS strengthens its commitment to equitable and inclusive behavioral health care for older adults.

Family Strengthening Team (FST) (Prevention Program)

Inyo County Behavioral Health division, in Collaboration with Inyo County Social Services division, will continue to implement a client-driven, culturally responsive, and strengths-based Wraparound care model for high-risk families to improve family functioning and reduce family stress. To move even closer to the Integrated Core Practice Model that the state of California has outlined for our systems of care, the Inyo County Family Strengthening Team will continue to utilize the IP CANS to identify urgent family life domain needs related to trauma, education, relationships, health, substance use, etc. and develop and execute plans of care to improve functioning therein. In addition, in FY 2025-26 Inyo will apply for High Fidelity Wraparound Certification.

Actions and Timelines

- **Service Delivery:** To ensure the quality of Wraparound model services, Inyo County will apply for High Fidelity Wraparound Certification in FY 2026-27. With the release of the HiFi Wrap Certification Portal in FY 2025-26, the Inyo Family Strengthening Team will upload new and existing policies, procedures, and program measures to the portal for State review to meet High Fidelity Wraparound Certification Standards by July 1, 2026.

- **Follow-up and Evaluation:** Review and corrective suggestions to improve any certification standard not fully met will be provided by State through UC Davis by July 1, 2027 for local re-tooling.

- **Client Satisfaction:** An upcoming step of certification will be implementing the WIFI-EZ and TOMS National Wraparound Institute fidelity and customer satisfaction tools when the State completes their pilot trial and provides the tools to all counties. In the meantime for FY 2025-26, the family strengthening team will complete quarterly Family Development Matrix (FDM) measures to plot client progress in life functioning domains aligned to the IP CANS, and collect customer satisfaction surveys at program closure that gather identical information to the WIFI-EZ in advance of State tool roll out.

- **Progress Monitoring:** The Family Strengthening Team will submit batches of policies for review prior to portal posting at quarterly QIC meetings, beginning October 1, 2025. A report summarizing annual FDM and customer satisfaction surveys will be submitted to BHAB in June of 2025, and again in June of 2026.

Family Strengthening Team Supporting ICPM Department Needs – PC CARE GOAL

Besides delivering Wraparound model services, including evidence-based parenting education in the form of Triple P Pathways, Transitions, 0-12, Teen, and Fearless when appropriate, the family strengthening team is also helping Inyo BH deliver the promising practice of Parent-Child Care (PC CARE) to CPS-referred children ages 10 and under, and families. PC CARE is a 7-week intervention based on parent child play coaching to improve child-caregiver bonds, child self-efficacy, and build parent behavior management skills. Certification in PC CARE is a rigorous practice, and weekly measures of child behaviors and parent skill building are taken at the beginning of each weekly session.

Actions and Timelines

- **Service Delivery** – 90% of CPS-referred children under 10 years who complete PC CARE will see a 30% improvement in trauma & stress related behaviors and parents will demonstrate a 30% improvement in parenting skills.

- **Follow-up & Evaluation –** 90% of families completing PC CARE will receive a follow-up assessment one month after completion to gauge whether they are still individually implementing PC CARE strategies and seeing improved behaviors.

- **Client Satisfaction** – 90% of families completing PC CARE will complete a satisfaction survey to determine the percentage of families who were satisfied that the intervention improved parent skills and child behaviors in a meaningful way.

- **Outcome Monitoring** – Progress toward these goals will be reported quarterly at BHAB and QIC meetings beginning July 1, 2025.

Northstar Counseling Center

ICBHS has addressed the need for school-based early intervention services through a contract with Inyo County Office of Education's Northstar Counseling Center. The contract provided for counseling services for children and teams who do not meet medical necessity criteria for services with ICBHS where we serve children with severe mental health challenges. The contract provides for training for youth in Mental Health First Aid with the intention of developing a Youth Peer Support team. This initiative aims to create an inclusive support network that addresses the diverse needs of students and fosters a community of peer support and resilience.

For FY 2025-2026, ICBHS will continue to contract with Northstar to meet prevention and early intervention of the youth for Inyo County. Northstar will continue to:

- facilitate Youth Mental Health First Aid training sessions for school staff and interested community partners throughout the school year.
- facilitate activities to reduce the negative feelings, attitudes, and beliefs associated with mental illness for our youth in an effort to reduce the stigma associated with mental health illness as well as promote suicide prevention and awareness efforts county-wide.

INNOVATIONS (INN)

The purpose of the MHSA Innovations component is to explore creative, adaptive approaches to addressing unmet behavioral health needs in Inyo County, particularly those that promote equity, improve access, and support system transformation. In this planning cycle, Inyo County Behavioral Health (ICBH) recognizes the need to innovate not only in service delivery but also in internal readiness and infrastructure as we prepare for significant statewide behavioral health reform through the Behavioral Health Services Act (BHSA).

Focus of Innovation for FY 2025–2026: Readiness for System Transformation

As California moves toward implementing the BHSA and transitioning from the MHSA Three-Year Plan to an Integrated Services Plan, Inyo County Behavioral Health is prioritizing innovation in internal systems alignment, community program planning (CPP), and service integration. This year, ICBH will pilot a new approach to systems planning by securing professional consultation to guide our department through the upcoming policy shifts. This will help ensure compliance, sustainability, and most importantly, local adaptation that centers equity and community input. The Department will also consider how to engage regional services providers and develop formal agreements to increase and strengthen access to Behavioral Health Services.

Project Summary:

ICBH will contract with a consultant experienced in behavioral health reform and MHSA/BHSA alignment to support the following Innovation activities:

- BHSA Readiness Assessment: Conduct a department-wide review of current MHSA and related programming to evaluate how they align with BHSA goals, Integrated Plan requirements, and funding structures.

- Integrated Plan Development Support: Provide technical assistance and facilitation of the process to begin drafting the new Integrated Plan, including guidance on required elements, stakeholder roles, data analysis, and priority setting.
- Enhanced Community Program Planning (CPP): Design and implement an inclusive, innovative CPP process that reaches underserved voices, uses new engagement methods (e.g., storytelling, digital platforms, field-based engagement), and integrates feedback into the new plan. The consultant will assist in building capacity among ICBH staff and community partners to lead these efforts moving forward.
- Equity and Data-Driven Planning: Support ICBH in refining its use of data, population needs assessment, and culturally relevant strategies to ensure the Integrated Plan reflects the priorities of all communities in Inyo County.

Goals for Innovations Plan FY 2025–2026:

- Consultant Engagement:
  Goal: Secure a consultant with demonstrated expertise in BHSA, MHSA, and integrated behavioral health planning October 1*, 2025*.
- System Readiness Report:
  Goal: Complete a written readiness assessment with recommendations for aligning MHSA programs and practices with BHSA and Integrated Plan requirements by *November 30, 2025*.
- Community Engagement Planning:
  Goal: Develop a CPP plan that incorporates at least *three innovative engagement methods* (e.g., digital tools, community ambassadors, field-based forums) by *January 2026*.
- Draft Integrated Plan Outline:
  Goal: Present a preliminary outline of the Integrated Plan, including identified priorities and stakeholder feedback, to BHAB by *March 2026*.
- Internal Staff Training:
  Goal: Provide at least *two internal staff workshops* on BHSA changes and Integrated Plan structure and expectations by *June 2026*.

This Innovation effort is expected to lay a strong foundation for future implementation phases while modeling a transparent, equity-centered, and community-driven approach to planning under the new BHSA framework.

WORKFORCE EDUCATION AND TRAINING (WET)

It is our goal to build a skilled, informed, and culturally responsive workforce through the development and implementation of a department-wide training plan that enhances staff competencies and aligns with Inyo County Behavioral Health's (ICBH) strategic priorities.

By June 30, 2026, Inyo County Behavioral Health will develop and implement a comprehensive annual training plan that supports workforce development across all behavioral health programs. The plan will be created in collaboration with staff and educational partners, and it will include standardized, program-specific training modules to ensure equitable access to professional development opportunities. This initiative builds on last year's foundation and carries forward efforts delayed due to position vacancies and ongoing contractor negotiations.

Planned Activities and Deliverables:

Training Needs Assessment

- Goal: Complete a department-wide training needs assessment by September 30, 2025.
- Metric: Survey responses and/or interview input collected from 100% of filled program staff, resulting in a comprehensive assessment report outlining core and role-specific training requirements.

Staff-Informed Training List

- Goal: Finalize a list of required and requested training courses for each program area by October 31, 2025.
- Metric: List completed with documented alignment to staff input and ICBHS strategic goals; list shared with leadership and used to guide module development and begin scheduling trainings and conferences.

Training Partnerships

- Goal: Establish or renew formal training agreements with UC Davis and other educational institutions or contractors by December 31, 2025.
- Metric: Signed Memoranda of Understanding (MOUs) or contracts in place to support standardized training delivery across all relevant program areas or conferences identified.

Module Development and Delivery

- Goal: Co-develop and deliver at least three standardized, program-specific training modules by March 31, 2026.

- Metric: Modules delivered in collaboration with partners, covering key topics such as clinical best practices, documentation standards, cultural humility, and crisis response.

Staff Participation

- Goal: Achieve at least 80% participation of current staff in one or more training sessions by June 30, 2026.
- Metric: Verified through attendance logs and sign-in sheets from each training session.

Training Effectiveness Evaluation

- Goal: Implement pre- and post-training evaluations for each module to measure knowledge and skill acquisition.
- Metric: Target an average improvement score of at least 20% per training, based on evaluation data.

Satisfaction and Relevance Feedback

- Goal: Gather participant feedback using post-training surveys to assess training plan relevance and quality.
- Metric: Achieve a 90% satisfaction rate across all training sessions, as reflected in survey responses.

Continuous Improvement Process

- Goal: Use evaluation and survey data to refine the training plan for FY 2026–2027.
- Metric: Updated training plan drafted by July 2026 with documented adjustments based on feedback and evaluation results.

CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS (CFTN)

In the last fiscal year, Inyo County Behavioral Health made significant progress under the Capital Facilities and Technological Needs (CFTN) component by continuing the transition to our Electronic Health Record (EHR) system, which now serves as the primary tool for collecting and reporting data for CSS-funded activities. We also allocated resources to maintain and improve our Wellness Centers and support departmental technology needs.

Key accomplishments included the successful purchase, permitting, and installation of new signage for both the Bishop and Lone Pine Wellness Centers, enhancing visibility

and access for community members. Additionally, we continued to fund 50% of an Information Services staff position to address ongoing technological issues, supporting system maintenance and improvements across programs.

Although we planned for bathroom renovations at the Bishop Wellness Center to address water damage, the project was delayed due to competing priorities within Inyo County Public Works' Building and Maintenance Division. These renovations remain a priority and will continue to be considered for the upcoming fiscal year.

By June 30, 2026, Inyo County Behavioral Health will coordinate with Public Works to complete the renovation of the Bishop Wellness Center bathrooms, ensuring ADA compliance and improved accessibility. Progress will be tracked quarterly, with milestones including finalized design plans by September 30, 2025, contractor selection by December 31, 2025, and project commencement by March 31, 2026.

2025-2026 MHSA Budget

The FY 2025-26 MHSA budget will be developed based on feedback received from the community during the public review period. For general reference, the FY 2024-25 MHSA budget is included below. This will be replaced with the FY 2025-26 budget prior to Board of Supervisors approval of this plan.

FY 2025/2026 Mental Health Services Act Annual Update
Funding Summary

County: Inyo Date: 6/25/25

All MHSA funds are managed via "first in, first out." Older funds will be expended first.	MHSA Funding					
	A	B	C	D	E	F
	Community Services and Supports	Prevention and Early Intervention	Innovation	Workforce Education and Training	Capital Facilities and Technological Needs	Prudent Reserve
A. Estimated FY 2025/2026 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	$ 2,931,749	$ -	$ 450,724	$ -	$ -	
2. Estimated New FY 2025/2026 Funding	1,100,609	508,831	272,443			
3. Transfer in FY 2025/2026a/	$ (258,067)			$ 158,757	$ 99,310	$ -
4. Access Local Prudent Reserve in FY 2025/2026	$ -					
5. Estimated Available Funding for FY 2025/2026	$ 3,774,291	$ 508,831	$ 723,167		$ 99,310	
B. Estimated FY 2025/2026 MHSA Expenditures	$ 1,100,609	$ 508,831	$ 272,443	$ 158,757	$ 99,310	
C. Estimated FY 2025/2026 Unspent Fund Balance	$ 2,673,682	$ -	$ 450,724		$ -	

D. Estimated Local Prudent Reserve Balance	
1. Local Prudent Reserve Balance on June 30, 2025	$ 416,718
2. Contributions to the Local Prudent Reserve	
3. Distributions from the Local Prudent Reserve	$ -
4. Estimated Local Prudent Reserve Balance on June 30, 2025	$ 416,718

a/ Pursuant to Welfare and Institutions Code Section 5892(b), Counties may use a portion of their CSS funds for WET, CFTN, and the Local Prudent Reserve. The total amount of CSS funding used for this purpose shall not exceed 20% of the total average amount of funds allocated to that County for the previous five years.

b/ All MHSA funds are spent via "first in, first out."

FY 2025/2026 Mental Health Services Act Annual Update
Community Services and Supports (CSS) Funding

County: Inyo Date: 6/25/25

All MHSA funds are managed via "first in, first out." Older funds will be expended first.	Fiscal Year 2024/2025					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Full Service Partnerships	$ 343,746	$ 343,746				
2.						
3.						
4.						
5.						
Non-FSP Programs						
6. Wellness Centers	$ 593,792	$ 593,792				
7.						
8.						
9.						
10.						
CSS Administration	$ 163,072	163,072				
CSS MHSA Housing Program Assigned Funds						
Total CSS Program Estimated Expenditures	$ 1,100,609	$ 1,100,609	$ -	$ -	$ -	$ -
FSP Programs as Percent of Total	31.2%					

FY 2025/2026 Mental Health Services Act Annual Update
Innovations (INN) Funding

County: Inyo Date: 6/25/25

All MHSA funds are managed via "first in, first out." Older funds will be expended first.	Fiscal Year 2024/2025					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Program						
1. BHSA Consultant	$ 100,000	$ 100,000				
INN Administration	$ 172,443	$ 172,443				
Total INN Program Estimated Expenditures	$ 272,443	$ 272,443				

FY 2025/2026 Mental Health Services Act Annual Update
Workforce, Education and Training (WET) Funding

County: Inyo Date: 6/25/25

All MHSA funds are managed via "first in, first out." Older funds will be expended first.	Fiscal Year 2024/2025					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
MH CE Training- MH Staff	$ 12,000	$ 12,000				
ASIST/DeEscalating Training MH & SUD Staff	$ 10,000	$ 10,000				
CRAFT-HHS wide-TIHP, Crossroads, NIH, SIH	$ 10,500	$ 10,500				
CalMHSA Loan Program	$ 115,000	$ 115,000				
IDEA	$ 5,000	$ 5,000				
WET Administration	$ 6,257	$ 6,257				
Total WET Program Estimated Expenditures	$ 158,757	$ 158,757	$ -	$ -		

FY 2025/2026 Mental Health Services Act Annual Update
Capital Facilities/Technological Needs (CFTN) Funding

County: Inyo Date: 6/25/25

All MHSA funds are managed via "first in, first out." Older funds will be expended first.	Fiscal Year 2024/2025					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs *Note type of program: Capital Facilities (CF) or Technological Needs (TN)*						
1. Information Services Staff	$ 99,310	$ 99,310				
2. EHR						
3. Wellness Center repairs						
4.						
CFTN Administration						
Total CFTN Program Estimated Expenditures	$ 99,310	$ 99,310	$ -	$ -	$ -	$ -

Key Terms and Acronyms

MHSA - Mental Health Services Act: A California law passed in 2004 to expand and transform the state's mental health services system.

ICBHS - Inyo County Behavioral Health Services: The division of the Health and Human Services Department that is responsible for delivering mental health and substance use disorder services in Inyo County.

FSP - Full Services Partnership: A program under MHSA that provides a full spectrum of services to clients to support their mental, physical, and spiritual well-being.

PEI - Prevention and Early Intervention: A component of MHSA aimed at preventing mental illness from becoming severe and disabling.

INN - Innovation: MHSA funding category for projects designed to increase access to mental health services, particularly for underserved groups.

WET - Workforce Education and Training: A component of MHSA focused on recruiting and training mental health professionals to meet the needs of the community.

CFTN - Capital Facilities and Technological Needs: MHSA funds allocated for the development of facilities and technological improvements that support mental health services.

CalAIM - California Advancing and Innovating Medi-Cal: A statewide initiative aimed at improving the quality of life and health outcomes of Medi-Cal members through comprehensive, integrated care.

TIC - Trauma-Informed Care: An approach to care that recognizes the presence of trauma symptoms and acknowledges the role trauma may play in an individual's life.

JEDI - Justice, Equity, Diversity, and Inclusion: Initiatives focused on ensuring fair treatment, opportunity, and advancement for all people while striving to eliminate barriers that have historically marginalized certain groups.

PR - Penetration Rate: A metric used to assess the percentage of eligible individuals who are receiving services from a specific program.

BHC - Behavioral Health Court: A program that works with individuals in the criminal justice system who have mental health issues to provide treatment alternatives to incarceration.

MHP - Mental Health Plan: Refers to the overall plan for delivering mental health services in a given area or for a specific population.

CSS - Community Services and Supports: A category under MHSA that funds programs designed to support the mental health needs of the community across all age groups.

EHR - Electronic Health Record: Digital version of a patient's paper chart, used to improve care by making information available instantly and securely to authorized users.

CES - Coordinated Entry System: A system that prioritizes individuals experiencing homelessness for housing resources based on their needs.

ASIST - Applied Suicide Intervention Skills Training: A workshop designed to help caregivers become more willing, ready, and able to help persons at risk of suicide.

SafeTalk - Suicide Alertness for Everyone Talk: A training program that prepares participants to recognize persons with thoughts of suicide and connect them with suicide first aid resources.

ESCoC - Eastern Sierra Continuum of Care: A regional planning body that coordinates housing and services funding for homeless families and individuals in Inyo, Mono, and Alpine Counties.

ECM - Enhanced Care Management: A Medi-Cal benefit that provides a whole-person, interdisciplinary approach to care management for high-need Medi-Cal beneficiaries.

CS - Community Supports: Services offered under Medi-Cal that address social determinants of health, such as housing and food security, to improve health outcomes.

POQI - Performance Outcomes and Quality Improvement: A survey tool used to measure client satisfaction with mental health services and identify service needs.

QIC - Quality Improvement Committee: A group responsible for monitoring and improving the quality of mental health services provided by an organization.

BIPOC - Black, Indigenous, and People of Color: A term used to emphasize the unique experiences of Black, Indigenous, and other people of color in the context of social and racial justice.

LPS Act - Lanterman-Petris-Short Act: A California law that sets forth the conditions under which individuals with mental health disorders can be involuntarily detained for treatment.

CARE Act - Community Assistance, Recovery, and Empowerment Act: A California law aimed at providing care and services to individuals with mental health disorders through a collaborative court process.

CARE Court - Community Assistance, Recovery, and Empowerment Court: A court designed to provide a pathway to treatment for individuals with severe mental illness who are unable to care for themselves.

CASA - Court Appointed Special Advocates: Volunteers appointed by the court to advocate for the best interests of children in the foster care system.

AACB - Average Approved Claim Amount per Beneficiary: A metric used to evaluate the average amount of claims approved for each beneficiary under a specific program.

BHSA - Behavioral Health Services Act: Legislation related to the provision and regulation of behavioral health services in California. This Act expands, and will eventually supersede, the Mental Health Services Act.

Proposition 1- Refers to California ballot propositions passed in 2023 related to housing and mental health services, including measures to fund mental health programs.

CCMU - Crisis Care Mobilization Unit: A unit responsible for providing immediate on-site mental health crisis intervention and support.

BHIS - Behavioral Health Information System: A system used for collecting and managing behavioral health data, including client records and treatment information.

DHCS - Department of Health Care Services: The California state agency responsible for administering Medi-Cal and other health programs.

MHSOAC - Mental Health Services Oversight and Accountability Commission: A California state body that oversees the implementation of the Mental Health Services Act.

WIC - Welfare and Institutions Code: The body of California law governing the administration of public welfare and social services, including mental health services.

CCR- California Code of Regulations: The codified regulations that govern the operation of public agencies in California, including those related to mental health.

LGBTQAI+ - Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Asexual, Intersex, and other sexual identities: An inclusive term for a diverse range of sexual and gender identities.

CPS - Child Protective Services: A governmental agency responsible for investigating reports of child abuse and neglect and providing services to ensure the safety of children.

Appendix

Community Services and Support (CSS) Program Policy and Regulation

Inyo County Behavioral Health Services recognizes and abides by WIC Division 5, Community Mental Health Services, Chapter I. Section 5600-5610, and 9 CCR 3620.05, as follows:

(a) Mental illnesses are extremely common; they affect almost every family in California. They affect people from every background and occur at any age. In any year, between 5% and 7% of adults have a serious mental illness as do a similar percentage of children - between 5% and 9%. Therefore, more than two million children, adults and seniors in California are affected by a potentially disabling mental illness every year. People who become disabled by mental illness deserve the same guarantee of care already extended to those who face other kinds of disabilities, ensuring equity and justice in access to treatment and resources.

(b) Failure to provide timely treatment can destroy individuals and families. No parent should have to give up custody of a child and no adult or senior should have to become disabled or homeless to get mental health services as too often happens now. No individual or family should have to suffer inadequate or insufficient treatment due to language or cultural barriers to care. Lives can be devastated, and families can be financially ruined by the costs of care. Yet, for too many Californians with mental illness, the mental health services and supports they need remain fragmented, disconnected and often inadequate, frustrating the opportunity for recovery. Addressing these disparities and ensuring equitable, accessible, and culturally responsive mental health support is essential for fostering recovery and maintaining dignity for all.

(c) Untreated mental illness is the leading cause of disability and suicide and imposes high costs on state and local government. Many people left untreated or with insufficient care see their mental illness worsen. Children left untreated often become

unable to learn or participate in a normal school environment. Adults lose their ability to work and be independent; many become homeless and are subject to frequent hospitalizations or jail. State and county governments are forced to pay billions of dollars each year in emergency medical care, long-term nursing home care, unemployment, housing, and law enforcement, including juvenile justice, jail and prison costs.

(d) In a cost cutting move 30 years ago, California drastically cut back its services in state hospitals for people with severe mental illness. Thousands ended up on the streets homeless and incapable of caring for themselves. Today thousands of suffering people remain on our streets because they are afflicted with untreated severe mental illness. We can and should offer equitable mental health services to help them achieve stability and improve their quality of life.

(e) With effective treatment and support, recovery from mental illness is feasible for most people. The State of California has developed effective models of providing services to children, adults and seniors with serious mental illness. A recent innovative approach, begun under Assembly Bill 34 in 1999, was recognized in 2003 as a model program by the President's Commission on Mental Health. This program combines prevention services with a full range of integrated services to treat the whole person, with the goal of self-sufficiency for those who may have otherwise faced homelessness or dependence on the state for years to come. Other innovations address services to other underserved populations such as traumatized youth and isolated seniors. These successful programs, including prevention, emphasize client-centered, family focused and community-based services that are culturally and linguistically competent and are provided in an integrated services system.

(f) By expanding programs that have demonstrated their effectiveness, California can save lives and money. Early diagnosis and adequate treatment provided in an integrated service system is very effective; and by preventing disability, it also saves money. Cutting mental health services wastes lives and costs more. California can do a better job saving lives and saving money by making a firm commitment to providing timely, equitable, and sufficient mental health services for all individuals.

(g) To provide an equitable way to fund these expanded services while protecting other vital state services from being cut, very high-income individuals should pay an additional one percent of that portion of their annual income that exceeds one million dollars ($1,000,000). About 1/10 of one percent of Californians have incomes in excess of one million dollars ($1,000,000). They have an average pre- tax income of nearly five million dollars ($5,000,000). The additional tax paid pursuant to this represents only a small fraction of the amount of tax reduction they are realizing through recent changes in the federal income tax law and only a small portion of what they save on property taxes by living in California as compared to the property taxes they would be paying on multi-million-dollar homes in other states. This approach ensures a fair contribution from

those with the greatest financial capacity, supporting equitable access to mental health services for all.

9 CCR, Section 3200.080: "Community Services and Supports (CSS) is the section of the Three-Year Program and Expenditure Plans that refers to service delivery systems for mental health services and supports for children and youth, transition age youth, adults, and older adults. These services and supports are similar to those found in Welfare and institutions Code sections 5800 et. seq. (Adult and Older Adult Systems of Care) and 5850 et. seq. (Children's System of Care).

9 CCR Section 3200.140: "Full Service Partnership Service Category" means the service category of the Community Services and Supports component of the Three-Year Program and Expenditure Plans, under which the County, in collaboration with the client, and when appropriate the client's family, plans for and provides the full spectrum of community services so that children and youth, transition age youth, adults and older adults can achieve the identified goals.

The Full Services Partnership component of the Mental Health Services Act offers clients the best opportunity to restore and sustain full functioning in seven life-domains identified in CalAIM goals to implement a "whole person care approach," that encompasses physical, behavioral, developmental, dental, and, and long-term care needs. Contact data is entered into BHIS by MHSA staff. Data is submitted to DHCS within 90 days of collection as required by section 9 CCR 3530.30.

Prevention Program Regulations

(1) Per 9 CCR, 3705, Inyo County Behavioral Health Services will incorporate the following into its MHSA Three-Year Plan:

(2) At least one Outreach for Increasing Recognition of Early Signs of Mental Illness Program as defined in Section 3715.

(3) At least one evidence-based Prevention Program as defined in Section 3720 as follows:

(a) "a set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors." The goal of this Program is to bring about mental health including reduction of the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and, as applicable, their parents, caregivers, and other family members.
(b) "Risk factors for mental illness" means conditions or experiences that are associated with a greater than average risk of developing a

potentially serious mental illness. Risk factors include, but are not limited to, biological including family history and neurological, behavioral, social/economic, and environmental. By addressing these factors comprehensively, we aim to provide equitable support to those most in need.

(I) Examples of risk factors include, but are not limited to, a serious chronic medical condition, adverse childhood experiences, experience of severe trauma , ongoing stress, exposure to drugs or toxins including in the womb, poverty, family conflict or domestic violence, experiences of racism and social inequality, prolonged isolation, traumatic loss (e.g. complicated, multiple, prolonged, severe), having a previous mental illness, a previous suicide attempt, or having a family member with a serious mental illness. Recognizing these diverse risk factors helps us to provide targeted, equitable support and interventions that address the unique needs and experiences of individuals across different backgrounds and circumstances.

(c) Prevention Program services may include relapse prevention for individuals in recovery from a serious mental illness. These services are designed to be culturally sensitive and responsive to the unique needs of each individual, aiming to enhance their long-term well-being and stability in recovery.

(d) Prevention Programs may include universal prevention if there is evidence to suggest that the universal prevention is an effective method for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average. These strategies are implemented with a focus on equity, ensuring that they are accessible, relevant, and responsive to the diverse needs of all affected populations.

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

July 8, 2025

Reference ID:
2025-490

Contract for Liquified Propane Services for Designated County Facilities

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Teresa Elliott, Administrative Analyst	Michael Errante, Public Works Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and Hunt Propane of Bishop, CA for the provision of liquified propane gas in an amount not to exceed $600,000 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On April 10, 2025, one bid was received to supply Liquefied Propane Gas to designated County facilities, which includes appliance service and maintenance, fuel supply and delivery, tank installation and removal. The bid was based on an estimated yearly usage total per facility.

The contract total is the fixed bid price added to a higher estimated base rack price to reflect the propane price fluctuation each month, as reported in the Propane Weekly Newsletter - Targa San Francisco. Hunt Propane has offered outstanding service and project resources for ongoing infrastructure improvements and HVAC projects. These projects will extend into the next propane contract calendar, therefore, we would like to continue with our current provider.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	011100
Budgeted?	Yes	**Object Code**	5351
Recurrence	Ongoing Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $200,000 for the period between July 1, 2025 and June 30, 2026
Future Fiscal Year Impacts
Up to $400,000 for the period between July 1, 2026 and June 30, 2028
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not approve this contract and discontinue providing propane to our facilities at a lower contract price. This is not recommended, as most of our county facilities rely on propane to heat their interior spaces. This contract is in the best interest of the County for our propane supply needs.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved County Facilities

APPROVALS:

Teresa Elliott	Created/Initiated - 6/13/2025
Darcy Israel	Approved - 6/16/2025
Teresa Elliott	Approved - 6/16/2025
Keri Oney	Approved - 6/20/2025
John Vallejo	Approved - 6/20/2025
Amy Shepherd	Approved - 6/30/2025
Michael Errante	Approved - 7/1/2025
Nate Greenberg	Final Approval - 7/1/2025

ATTACHMENTS:

1. Hunt Propane Contract 2025-2028

AGREEMENT BETWEEN COUNTY OF INYO

AND Hunt Propane

FOR THE PROVISION OF Liquified Propane Services

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Hunt Propane (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. TERM.

The term of this Agreement shall be from Tuesday, July 1, 2025 to Friday, June 30, 2028 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, 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.

C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $600,000.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in **Attachment A** to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.

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

the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

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

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs 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 County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or

regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.

B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by Contractor. Further, County has the right 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. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

pay to Contractor all amounts owing for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying 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-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

County of Inyo:

Public Works
1360 N Main St Bishop CA, 93514

Contractor:

Hunt Propane
375A Joe Smith Rd Bishop, CA 93514

24. ENTIRE AGREEMENT.

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

COUNTY OF INYO	**CONTRACTOR**
Signature	Jeff Pahlow Jeff Pahlow (Jun 10, 2025 13:55 PDT) Signature
Print or Type Name	Jeff Pahlow Print or Type Name
Date	06/09/2025 Date

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Jun 10, 2025 22:57 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg
Aaron Holmberg (Jun 11, 2025 08:12 PDT)
County Risk Manager

ATTACHMENT A

SCOPE OF WORK

SELLER SHALL SUPPLY LIQUIFIED PROPANE GAS AS NEEDED AT THE LOCATION LISTED BELOW:

COUNTY OWNED TANKS

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	TANK SIZE
1	19000	Courthouse/ Annex Tanks 168 N. Edwards Street Independence, CA	(2) 1150 Gallon
2	900	Eastern Sierra Museum 155 N. Grant Street Independence, CA	500 Gallon
3	200	Search & Rescue 475 Airport Road Bishop Airport	500 Gallon
4	1050	Millpond Shop Sawmill Road Bishop, CA	(2) 120 Gallon
5	18000	Jail Facility 550 S. Clay Street Independence, CA	(4) 500 Gallon
6	1800	Bishop Library 208 Academy Street Bishop, CA	500 Gallon

VENDOR SUPPLIED TANKS

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	TANK SIZE
7	1500	Independence Legion Hall 205 S. Edwards Street Independence, CA	250 Gallon
8	4500	Juvenile Detention Facility 201 Mazourka Street Independence, CA	(2) 500 Gallon
9	500	Building & Maintenance Shop 190 Jackson Street Independence, CA	250 Gallon
10	100	Big Pine Transfer Station Transfer Station Road Big Pine, CA	120 Gallon
11	4500	District 3 Road Yard 750 Clay Street Independence, CA Steam Cleaner	(2) 500 Gallon 250 Gallon
12	4000	Statham Hall-LP Senior 138 N. Jackson Street Lone Pine, CA	(2) 500 Gallon
13	1000	Diaz Lake Shop Hwy 395 Lone Pine, CA	250 Gallon
14	1000	Bishop Airport 703 Airport Road Bishop, CA For a total of 2 tanks a. Pump House b. Terminal Bldg, & Restaurant (2 meters)	120 Gallon 500 Gallon

15	2200	Bishop Senior Center 506 Park Avenue Bishop, CA	500 Gallon

VENDOR SUPPLIED TANKS

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	TANK SIZE
16	800	Agriculture Building 218 Wye Road Bishop, CA	500 Gallon
17	8000	Bishop Road Shop 701 S. Main Street Bishop, CA	500 Gallon
18	1000	Bishop Road Yard 3236 W. Line Street Bishop, CA	330 Gallon
19	2500	Bishop Landfill Sunland Res Road Bishop, CA	500 Gallon
20	2000	Big Pine Town Hall 150 Dewey Street Big Pine, CA	500 Gallon
21	4000	Animal Shelter 2573 County Road Big Pine, CA	500 Gallon
22	1000	Big Pine Road Yard 150 Dewey Street Big Pine, CA	250 Gallon
23	1000	Lone Pine Landfill Substation Road Lone Pine, CA	250 Gallon
24	500	Bishop Wellness Center 586 Central Street Bishop, CA	(2) 120 Gallon
25	2000	Progress House 536 N. Second Street Bishop, CA	(2) 250 Gallon
26	800	Lone Pine HHS 310-312 N. Jackson Ave. Lone Pine, CA	250 Gallon
27	850	Lone Pine/ Death Valley Airport 1452 S. Main Street Lone Pine, CA	172 Gallon

ATTACHMENT B

SCHEDULE OF FEES

SELLER SHALL SELL LIQUIFIED PROPANE GAS AT THE LOCATIONS LISTED IN ATTACHMENT A: SCOPE OF WORK, AT THE CONTRACT PRICE PER GALLON, WHICH IS DEFINED IN SECTION 11: PRICING DEFINITIONS AS THE SUM OF:

A) THE BASE PRICE - TO BE DETERMINED WEEKLY BY THE SAN FRANCISCO TARGA INDEX PRICE, PUBLISHED IN THE WEEKLY PROPANE NEWSLETTER

B) THE BID PRICE - $0.40

APPLICABLE TAXES AND FEES SHALL BE ADDED TO THE SUBTOTAL PRICE.

OTHER COSTS ASSOCIATED WITH THIS CONTRACT ARE SHOWN BELOW:

a) Seller will provide service, including maintenance and repair of appliances utilizing Liquefied Propane Gas at the locations set forth in Section 13 at the following rates:

   Servicing of County owned appliances: $ 80.00 (Labor only/per hour); Servicing of County rental appliances: $ 80.00 (Labor only/per hour).

   Any parts necessary to repair and maintain such appliances will be paid for by the County at Seller's ACTUAL COST.

   b. Tank installation/removal $ ____ 0.00___ per tank.
   c. Tank rental $ _____0.00____ _per tank/ per month.

   Providing BPN Weekly Propane Newsletter for price per gallon rate $ 0.00 per year.

Attachment: Insurance Requirements for ENVIRONMENTAL CONTRACTORS and/or CONSULTANTS

Contractor/Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions Liability**: Insurance appropriate to the work being performed, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate per policy period of one year.
2. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$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.
3. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, covering Code 8 (hired) and Code 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage. (*Coverage requirement is waived if performance is entirely from home.)*
4. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. (*Coverage requirement 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.*)

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 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.

OTHER INSURANCE PROVISIONS

The General Liability, Automobile Liability, and Contractors Pollution Liability and/or Asbestos Pollution Liability are to contain, or be endorsed to contain, the following three provisions:

1. ***Additional Insured Status***: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37).

2. ***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 12 19 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.

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

Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

Claims Made Policies**:** If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability are written on a claims-made form:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
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 Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability 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. 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's rating of no less than A:VII, unless otherwise acceptable to Inyo County.
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, at any time.

***Waiver of Subrogation*:** Contractor hereby grants to Inyo County a waiver of subrogation which any insurer may acquire against Inyo County, its officers, officials, employees, and volunteers, form Contractor by virtue of the payment of any loss. 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.

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

***Duration of Coverage*:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contractor of work.

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

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

July 8, 2025

Reference ID: 2025-458

Amendment No. 1 to LSC Transportation Planning Consultants, Inc. Contract

Public Works - Road Department

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Amy Cutright, Transportation Planning Technician, Justine Kokx, Transportation Planner	Michael Errante, Public Works Director

RECOMMENDED ACTION:

Ratify and approve Amendment No. 1 to the contract between the County of Inyo and LSC Transportation Planning Consultants, Inc. of Tahoe City, CA, for the provision of on-call transportation planning services in an amount of $53,270, with a contract not-to-exceed amount of $81,270 for the period of July 30, 2024 through June 30, 2026, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

LSC Transportation Consultants, Inc. (LSC) has a proven track record of successful collaboration with the Inyo County Local Transportation Commission (LTC). Since 2018, LSC has developed a deep understanding of the County's distinctive transportation needs, challenges, and opportunities. Acting as a vital extension of LTC staff, LSC has provided essential capacity that has directly contributed to securing funding through several competitive grant programs, including the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), and Sustainable Transportation Planning Grant (STPG). This experience positions LSC as uniquely qualified to continue delivering on-call planning services that advance priority projects toward shovel-ready status—a key goal of the Commission.

FISCAL IMPACT:

Funding Source	Rural Planning Assistance	**Budget Unit**	LTC 504605
Budgeted?	Yes	**Object Code**	5265
Recurrence	Renew or amend contract annually		No

If Sole Source, provide justification below

No

Current Fiscal Year Impact
Up to $53,270 for the period of July 1, 2025 through June 30, 2026
Future Fiscal Year Impacts
N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this amendment. This is not recommended as Local Transportation Commission staff would lose a valued partner that provides strategic transportation planning as well as grant-writing expertise for needed transportation projects.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel; County Auditor; Risk Management

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Transportation Services

APPROVALS:

Amy Cutright	Created/Initiated - 6/24/2025
Darcy Israel	Approved - 6/24/2025
Amy Cutright	Approved - 6/24/2025
Sarah Wilson	Approved - 6/24/2025
Michael Errante	Approved - 6/24/2025
Keri Oney	Approved - 6/26/2025
John Vallejo	Approved - 6/30/2025
Amy Shepherd	Approved - 7/1/2025
Nate Greenberg	Final Approval - 7/1/2025

ATTACHMENTS:

1. LSC Transportation Planning Consultants Contract
2. Contract Amendment No. 1

AGREEMENT BETWEEN COUNTY OF INYO

AND LSC Transportation Planning Consultants, Inc.

FOR THE PROVISION OF Transportation Planning Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Transportation Planning services of LSC Transportation Planning Consultants, (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 30, 2024 to June 30, 2025 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

A. From N/A through _____
B. From N/A through _____

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

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

3. CONSIDERATION.

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

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $ 28,000 (initial term) $ 0 (option 1) and $ 0 (option 2) for a total of $ 0 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant 's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit,

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:

Public Works	Department
168 N. Edwards St.; P.O. Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

LSC Transportation Consultants, Inc.	Name
2690 Lake Forest Road, Suite C	Address
Tahoe City, CA 96145	City and State

24. ENTIRE AGREEMENT.

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

/// ////

AGREEMENT BETWEEN COUNTY OF INYO

AND LSC Transportation Planning Consultants, Inc.

FOR THE PROVISION OF Transportation Planning Services **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 2024 DAY OF August, 12.

COUNTY OF INYO

By: Michael Errante
Michael Errante (Aug 13, 2024 16:19 PDT)
Signature

Michael Errante
Print or Type Name

Dated: Aug 13, 2024

CONSULTANT

By: Genevieve Evans
Genevieve Evans (Aug 13, 2024 14:25 PDT)
Signature

Genevieve Evans
Print or Type Name

Dated: Aug 13, 2024

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
Grace Weitz (Aug 13, 2024 12:18 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (Aug 13, 2024 13:58 PDT)
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND LSC Transportation Planning Consultants, Inc.

FOR THE PROVISION OF Transportation Planning Services **SERVICES**

TERM:

FROM: July 30, 2024 **TO:** June 30, 2025

SCOPE OF WORK:

SEE SCOPE OF WORK IN ATTACHMENT A

ATTACHMENT A

LSC Transportation Consultants, Inc.
2690 Lake Forest Road, Suite C
P.O. Box 5875
Tahoe City, CA 96145
530-583-4053 ▲ FAX: 530-583-5966
info@lsctahoe.com ▲ www.lsctrans.com

August 12, 2024

Michael Errante
Inyo County Local Transportation Commission
P.O. Drawer Q
Independence, CA 93526

RE: On-Call Transportation Planning Services

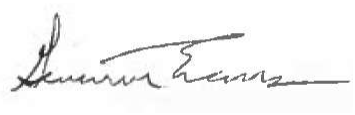
Dear Mr. Errante:

Per your request, LSC Transportation Consultants, Inc. would like to present our proposal to continue to assist the Inyo County Local Transportation Commission by providing on-call transportation planning services. Under this proposal, LSC would respond to specific requests by yourself and your staff to research and provide specific items for ICLTC. Examples might include grant writing or review, minor updates to regionally significant transportation planning documents, such as the Regional Transportation Plan or Active Transportation Plan, or strategic planning and general advice that relates to the duties of an RTPA.

We would propose to provide these services on a time and materials basis, at the rates identified in the attached Standard Billing Rates between July 30, 2024 and June 30, 2025. Invoices would be provided monthly, accompanied by a summary of work performed. Total billings in any one fiscal year would not exceed $28,000. We would be happy to consider any contract form you might require.

As you are aware, LSC has a long history of successful work for ICLTC. Through our ongoing work over the years, we have gained a very good understanding of the region and its unique transportation opportunities and challenges. This experience makes LSC uniquely qualified to provide these on-call planning services. We look forward to continuing our good working relationship. We would be happy to consider modifications to the proposed work scope to best meet the needs and resources of the ICLTC. Thank you for the opportunity to present our proposal.

Respectfully submitted,
LSC TRANSPORTATION CONSULTANTS, INC.



Genevieve Evans, AICP

LSC Transportation Consultants, Inc.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND LSC Transportation Planning Consultants, Inc.

FOR THE PROVISION OF Transportation Planning **SERVICES**

TERM:

FROM: July 30, 2024 **TO:** June 30, 2025

SCHEDULE OF FEES:

SEE ATTACHMENT B-1 LSC PLANNING 2024 STANDARD BILLING RATES

SEE ATTACHMENT B-2 LSC TAHOE ENGINEERING 2024 STANDARD BILLING RATES

ATTACHMENT B-1

LSC Transportation Consultants, Inc.

Office address: 2690 Lake Forest Road, Suite C
Mailing address: P.O. Box 5875
Tahoe City, CA 96145
530-583-4053 ▲ FAX: 530-583-5966
info@lsctrans.com ▲ www.lsctrans.com

LSC PLANNING 2024 STANDARD BILLING RATES

Labor	Rate
Principals	$265/hour
Senior Advisor	$250/hour
Associates	$190/hour
Senior Planners	$145/hour
Planners	$125/hour
Planning Assistant/Graphic Technicians	$95/hour
Administrative Assistants	$85/hour
Traffic Count Technicians	$75/hour

Specialized Equipment

Intersection Turning Movement Count Equipment	$5/hour
Roadway Count Equipment	$25/day
Auto	$0.69/mile
Photocopies	$0.10/copy
Color Copies	$0.15/copy

Outside Consultants, Sub-Contractors, and Contract Labor

Billed at our cost + 10 percent.

Other Direct Project Expenses

Airfare, Lodging, Meals, Car Rental, Telephone, Postage, Parking Fees, Printing, Graphics, Delivery Charges, and other such charges are billed at our cost. All direct expenses must be pre-approved by County. Mileage reimbursed at 69 cents per mile.

Effective January 1, 2024

ATTACHMENT B-2

LSC Transportation Consultants, Inc.

Office address: 2690 Lake Forest Road, Suite C
Mailing address: P.O. Box 5875
Tahoe City, CA 96145
530-583-4053 ▲ FAX: 530-583-5966
info@lsctahoe.com ▲ www.lsctrans.com

Tahoe Engineering 2024 Standard Billing Rates

Labor	Rate
Principals	$265/hour
Senior Advisor	$250/hour
Associate	$190/hour
Senior Engineers	$180/hour
Engineers	$155/hour
Graphic Technicians	$95/hour
Administrative Assistants	$85/hour
Traffic Count Technicians	$75/hour

Specialized Equipment

Intersection Turning Movement Count Equipment	$5/hour
Roadway Count Equipment	$25/day
Auto	$0.69/mile

Outside Consultants, Sub-Contractors, and Contract Labor

Billed at our cost + 10 percent.

Effective January 1, 2024

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND LSC Transportation Planning Consultants, Inc.

FOR THE PROVISION OF Transportation Planning Services **SERVICES**

TERM:

FROM: July 30, 2024 **TO:** June 30, 2025

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

SEE ATTACHMENT B-1, "OTHER DIRECT PROJECT EXPENSES"

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND LSC Transportation Planning Consultants, Inc.

FOR THE PROVISION OF Transportation Planning Services **SERVICES**

TERM:

FROM: July 30, 2024 **TO:** June 30, 2025

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

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

If the Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo 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.

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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 toa loss until the Contractor's primary and excess liability policies are exhausted.

***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.

***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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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

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

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

***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.

***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.

LSC Transportation Planning Consultants - Transportation Planning Svcs - 07.30.24 - 06.30.25

Final Audit Report 2024-08-13

Created:	2024-08-13
By:	Sarah Wilson (swilson@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_hvSXCCGtK6XZjsvlpID7dCrx3yq3Mkz

"LSC Transportation Planning Consultants - Transportation Planning Svcs - 07.30.24 - 06.30.25" History

Document created by Sarah Wilson (swilson@inyocounty.us)
2024-08-13 - 6:47:37 PM GMT

Form filled by Sarah Wilson (swilson@inyocounty.us)
Form filling Date: 2024-08-13 - 6:53:02 PM GMT - Time Source: server

Document emailed to Breanne Nelums (bnelums@inyocounty.us) for approval
2024-08-13 - 6:53:04 PM GMT

Email viewed by Breanne Nelums (bnelums@inyocounty.us)
2024-08-13 - 6:58:35 PM GMT

Document approved by Breanne Nelums (bnelums@inyocounty.us)
Approval Date: 2024-08-13 - 6:59:08 PM GMT - Time Source: server

Document emailed to Grace Weitz (gweitz@inyocounty.us) for signature
2024-08-13 - 6:59:11 PM GMT

Email viewed by Grace Weitz (gweitz@inyocounty.us)
2024-08-13 - 7:17:43 PM GMT

Document e-signed by Grace Weitz (gweitz@inyocounty.us)
Signature Date: 2024-08-13 - 7:18:13 PM GMT - Time Source: server

Document emailed to Aaron Holmberg (aholmberg@inyocounty.us) for signature
2024-08-13 - 7:18:14 PM GMT

Email viewed by Aaron Holmberg (aholmberg@inyocounty.us)
2024-08-13 - 8:35:20 PM GMT

Document e-signed by Aaron Holmberg (aholmberg@inyocounty.us)
Signature Date: 2024-08-13 - 8:36:31 PM GMT - Time Source: server

Document emailed to Christie Martindale (cmartindale@inyocounty.us) for signature
2024-08-13 - 8:36:33 PM GMT

Email viewed by Christie Martindale (cmartindale@inyocounty.us)
2024-08-13 - 8:57:53 PM GMT

Document e-signed by Christie Martindale (cmartindale@inyocounty.us)
Signature Date: 2024-08-13 - 8:58:47 PM GMT - Time Source: server

Document emailed to Keri Oney (koney@inyocounty.us) for signature
2024-08-13 - 8:58:48 PM GMT

Email viewed by Keri Oney (koney@inyocounty.us)
2024-08-13 - 9:03:20 PM GMT

Document e-signed by Keri Oney (koney@inyocounty.us)
Signature Date: 2024-08-13 - 9:03:39 PM GMT - Time Source: server

Document emailed to genevieve@lsctrans.com for signature
2024-08-13 - 9:03:40 PM GMT

Email viewed by genevieve@lsctrans.com
2024-08-13 - 9:06:36 PM GMT

Signer genevieve@lsctrans.com entered name at signing as Genevieve Evans
2024-08-13 - 9:25:10 PM GMT

Document e-signed by Genevieve Evans (genevieve@lsctrans.com)
Signature Date: 2024-08-13 - 9:25:12 PM GMT - Time Source: server

Document emailed to Michael Errante (merrante@inyocounty.us) for signature
2024-08-13 - 9:25:14 PM GMT

Email viewed by Michael Errante (merrante@inyocounty.us)
2024-08-13 - 10:07:23 PM GMT

Document e-signed by Michael Errante (merrante@inyocounty.us)
Signature Date: 2024-08-13 - 11:19:33 PM GMT - Time Source: server

Agreement completed.
2024-08-13 - 11:19:33 PM GMT

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Planning Consultants, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and LSC Transportation Planning Consultants, Inc., of Tahoe City, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 30, 2024, on County of Inyo Standard Contract No. 156, for the term from July 30, 2024 to June 30, 2025.

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

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

County and Contractor hereby amend such Agreement as follows:

Section 2, TERM
The Term of the Agreement shall be from July 30, 2024 to June 30, 2026

Section 3, D, Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Eighty One Thousand Two Hundred Seventy Dollars ($81,270) (hereinafter referred to as "contract limit").

Section 3, A, Compensation.
Attachment A to the Contract is revised to include additional tasks required for the completion of On-Call support, planning and grant proposals as described in Attachment E to this Amendment 1. Revised billing rates in Attachment E apply to all Contractor's services from the effective date of Amendment No. 1 (July 1, 2025).

The effective date of this Amendment to the Agreement is July 1, 2025.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Planning Consultants, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Genevieve Evans
Signature

Genevieve Evans
Type or Print

Dated: 06/23/2025

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Jun 19, 2025 15:23 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
Amy Shepherd (Jun 20, 2025 15:27 PDT)
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg (Jun 20, 2025 15:36 PDT)
County Risk Manager

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF Transportation Planning Services **SERVICES**

TERM:

FROM: July 1, 2024 **TO:** June 30, 2026

SCOPE OF WORK:

SEE ATTACHMENT E LSC PLANNING 2025 CONTRACT TERM.

SEE ATTACHMENT E LSC PLANNING 2025 STANDARD BILLING RATES.

SEE ATTACHMENT E LSC PLANNING 2025 ANNUAL BILLING.

ATTACHMENT E

LSC Transportation Consultants, Inc.
2690 Lake Forest Road, Suite C
P.O. Box 5875
Tahoe City, CA 96145
530-583-4053 ▲ FAX: 530-583-5966
info@lsctahoe.com ▲ www.lsctrans.com

May 2, 2025

Michael Errante
Inyo County Local Transportation Commission
P.O. Drawer Q
Independence, CA 93526

RE: On-Call Transportation Planning Services for FY 2025-26

Dear Mr. Errante:

Per your request, LSC Transportation Consultants, Inc. would like to present our proposal to continue to assist the Inyo County Local Transportation Commission by providing on-call transportation planning services during Fiscal Year 2025-26. Under this proposal, LSC would respond to specific requests by yourself and your staff to research and provide specific items for ICLTC. Examples might include grant writing or review, minor updates to regionally significant transportation planning documents, such as the Regional Transportation Plan or Active Transportation Plan, or strategic planning and general advice that relates to the duties of an RTPA.

We propose to provide these services on a time and materials basis, at the rates identified in Table 1 between July 1, 2025 and June 30, 2026. Invoices would be provided monthly, accompanied by a summary of work performed. Total billings for the fiscal year would not exceed $53,270. We would be happy to consider any contract form you might require.

Table 1: Proposed Cost for Inyo County FY 2025-26 On-Call Planning Assistance

		Principal (Evans)	Senior Advisor (Shaw/ Garner)	Senior Planner (Davis/ Marmesh)	Planner (Sterner)	Senior Engineer (Suen)	Engineer (Medina)	Graphics Technician (Silverman)	Admin Support	Hours	Costs
	2025 Billing Rate:	$273.00	$250.00	$150.00	$125.00	$185.00	$155.00	$105.00	$90.00		
	2026 Billing Rate:	$282.00	$258.00	$155.00	$129.00	$191.00	$160.00	$109.00	$93.00		
LSC Hours by Task											
TASK 1 Grant Writing	2025	10	0	10	10	20	20	5	0	75	$12,805
	2026	10	0	60	30	0	0	5	0	105	$16,535
TASK 2 Updates to Transportation Planning Documents	2025	5	0	8	10	0	0	5	5	33	$4,790
	2026	5	0	8	10	0	0	5	5	33	$4,950
TASK 3 Strategic Planning and On-Call Services for the RTPA	2025	10	5	20	0	0	0	0	0	35	$6,980
	2026	10	5	20	0	0	0	0	0	35	$7,210
	LSC Project Staff Hours	50	10	126	60	20	20	20	10	316	
	LSC Labor Cost	$13,875	$2,540	$19,340	$7,660	$3,700	$3,100	$2,140	$915		$53,270
											$53,270

As you are aware, LSC has a long history of successful work for ICLTC. Through our ongoing work over the years, we have gained a very good understanding of the region and its unique transportation opportunities and challenges. This experience makes LSC uniquely qualified to provide these on-call planning services. We look forward to continuing our good working relationship. We would be happy to consider modifications to the proposed work scope to best meet the needs and resources of the ICLTC. Thank you for the opportunity to present our proposal.

Respectfully submitted,
LSC TRANSPORTATION CONSULTANTS, INC.



Genevieve Evans, AICP

LSC Transportation Consultants, Inc.

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

July 8, 2025

Reference ID:
2025-455

Public Hearing on Proposed Ordinance Adopting Zone Reclassification 2024-03/Big Pine Petroleum and Proposed Resolution General Plan Amendment 2024-03/Big Pine Petroleum

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Danielle Visuano, Senior Planner	Danielle Visuano, Senior Planner

RECOMMENDED ACTION:

A) Receive presentation from staff on Zone Reclassification (ZR) 2024-03/Big Pine Petroleum and General Plan Amendment (GPA) 2024-03/Big Pine Petroleum ("Projects"); and
B) Conduct a public hearing for the 8,957 square-foot parcel as depicted on Tentative Parcel Map 431 as Parcel 1, located at 190 N. Main Street, Big Pine (APN: 004-032-01), on the following actions:

- A proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2024-03/Big Pine Petroleum and Amending the Zoning Map of the County of Inyo to Reflect This Reclassification," and enact said ordinance; and
- A proposed resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving General Plan Amendment No. 2024-03/Big Pine Petroleum" changing the General Plan designation from Central Business District (CBD) to Residential Medium High (RMH) to best match the requested zoning and current land uses on the property; and

C) Make all required findings pertaining to both Projects as listed in the staff report.
D) Certify the provisions of the California Environmental Quality Act as to both Projects have been met.

BACKGROUND / SUMMARY / JUSTIFICATION:

The applicant, Mohamad Najm, has applied for a subdivision of an approximate 84,632-square-foot parcel into 3 parcels to separate the uses on the current parcel. Parcel 1 will consist of 8,957 square feet and contains an existing residence, Parcel 2 will consist of 42,329 square feet and contains a fuel station, and Parcel 3 will consist of 33,346 square feet and is a vacant commercial use. Parcel 1 is a residential use and Parcel 2 and Parcel 3 are commercial.

The parcel is located at 109 N. Main Street, Big Pine with Assessor's Parcel Number 004-032-01. The parcel has a current zoning of Central Business (CB) and a General Plan designation of Central Business District (CBD). This subdivision requires a Zone Reclassification and a General Plan Amendment to meet the minimum lot size, density and use requirements for Parcel 1. The applicant is requesting a General Plan Amendment (GPA) change from CBD to Residential Medium High (RMH) and a Zone Reclassification (ZR) from CB to R-2 Districts – Multiple Residential with a minimum of 6,500 square feet (R2 – 6,500) (Attachment – Vicinity Map, Tentative Parcel Map 431 and Tentative Parcel Map with Identified Parcels). The ZR to R2-6,500 and GPA to RMH (referred to herein collectively as the "Projects") fit the current uses on the parcel and the applicant has indicated that no development is proposed at this time or planned in the future and will remain residential with no commercial use.

The subdivision Tentative Parcel Map 431 (TPM 431) requires a ZR, as it will cause the 8,957 square feet of Parcel 1 to be non-conforming with regard to the CB zoning standards requiring a minimum of 10,000 square feet. It also requires a GPA for consistency with the ZR. TPM 431, along with Variance 2025-01/Big Pine Petroleum addressing setback encroachment issues, were approved by the Planning Commission creating Parcel 1 on May 25, 2025. The ZR and GPA are conditions of approval of the Final Map No. 431.

Land Use Analysis: The property is surrounded by Crocker Avenue and Highway 395 to the north and east which have residential structures and commercial business establishments across each transportation corridor. To the south of the property are residential and commercial structures and to the west are residential areas and a mini storage facility. The ZR and GPA will not alter the existing land use and there are no development proposals at this time. The ZR and GPA also align with the surrounding land use pattern and will not alter the character of the area. The zoning change for Parcel 1 to R2 has zoning requirements which are slightly less intensive than the CB multiple family housing and blends in with the other surrounding R2 and R3 parcels.

General Plan: The requested GPA is necessary for Parcel 1 to bring Parcel 1 into General Plan conformance with its existing residential land use. Currently, the parcel is designated CBD which does not align with its primary function as a residential property without commercial use. The GPA will change the Landuse Designation of Parcel 1 to RMH, which supports residential densities of 7.6 to 15.0 dwelling units per acre and blends with the surrounding RMH designated parcels. The RMH designation is to be used for single-family and multi-family residential units without the commercial use aspect. There is currently a single-family home on the proposed Parcel 1 and no plans for commercial use.

Zoning: The requested ZR is necessary to bring Parcel 1 into compliance with existing residential land use. Currently, Parcel 1 is zoned CB (Commercial Business), which is inconsistent with its primary use as a residential property. The proposed ZR will reclassify Parcel 1 to R2-6,500 (Multiple Residential), which supports residential development and is consistent with the surrounding neighborhood's land use pattern. This reclassification recognizes Parcel 1 as a clearly distinct residential use, separate from the commercial uses proposed on Parcels 2 and 3. According to Inyo County Code Chapter 18.44 (CB Districts – Central Business), the minimum parcel size for development in the CB zone is 10,000 square feet. The proposed subdivision would result in Parcel 1 being approximately 8,957 square feet, rendering it noncompliant with CB zoning standards. Therefore, the applicant is requesting a reclassification to R2-6,500, which has a minimum lot size requirement of 6,500 square feet allowing for Parcel 1 to meet the R2 designation requirements. The proposed reclassification will not increase residential density beyond what is permitted under R2 zoning. Moreover, any future subdivision of Parcel 1 will be prohibited unless the parcel is rezoned again, as it will not meet the size threshold for additional division. It is in the public interest to have zoning designations match the uses on a parcel, and even more so to have zoning match the applicant's future plans for parcel. The applicant does not have future plans to utilize Parcel 1 for any commercial uses.

The General Plan designation and zoning classification will not change for Parcel 2 and 3 and will remain CB and CBD respectively to support continued and future commercial development and operations. The proposed continued commercial operation and development objectives will also align with the County's

long-term planning goals of ensuring compatible land uses and promoting orderly development.

TRIBAL CONSULTATION
General Plan updates require that jurisdictions offer consultation opportunities to local Tribes. Pursuant to Government Code Section 65352.3, Tribes have 90-days, after receiving invitations to consult on GPAs to request consultation opportunities. Staff mailed consultation invitations on November 7, 2024 to the: Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Utu Utu Gwaitu Tribe of the Benton Paiute Reservation, and Wuksachi Indian Tribe/Eshom Valley Band. No requests for consultation were received.

ENVIRONMENTAL REVIEW
Pursuant to the California Environmental Quality Act (CEQA), the Projects are covered by the General Rule 15061(b) (3) that 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. The application for the Projects (a ZR and GPA)is for a property that is already developed and includes no additional development proposals; the land use designations that are proposed will result in no change to the impact of uses than are possible with the current and requested changed designations. Tentative Parcel Map 431; Zone Reclassification 2024-03; General Plan Amendment 2024-03; and Variance 2025-01/Big Pine Petroleum has been reviewed by the appropriate County departments with no comments indicating there are any issues with the request.

NOTICING & REVIEW
The Public hearing was noticed on June 12, 2025 in the Inyo Register and mailed to property owners within 300-feet of the project location. No comments have been received by staff to date.

The Planning Commission held a Public Hearing on May 25, 2025, took public comment, and voted to approve Tentative Map No. 431/Big Pine Petroleum and GPA 2025-01/Big Pine Petroleum with certain Findings and Conditions of Approval; and recommended that the Board approve Zone Reclassification 2024-03/Big Pine Petroleum and General Plan Amendment 2024-03/Big Pine Petroleum and certify they are exempt from CEQA with vote of 5-0.

FISCAL IMPACT:
There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose to not approve the requested actions and return to staff with further direction.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:
None.

STRATEGIC PLAN ALIGNMENT:
Not Applicable

APPROVALS:

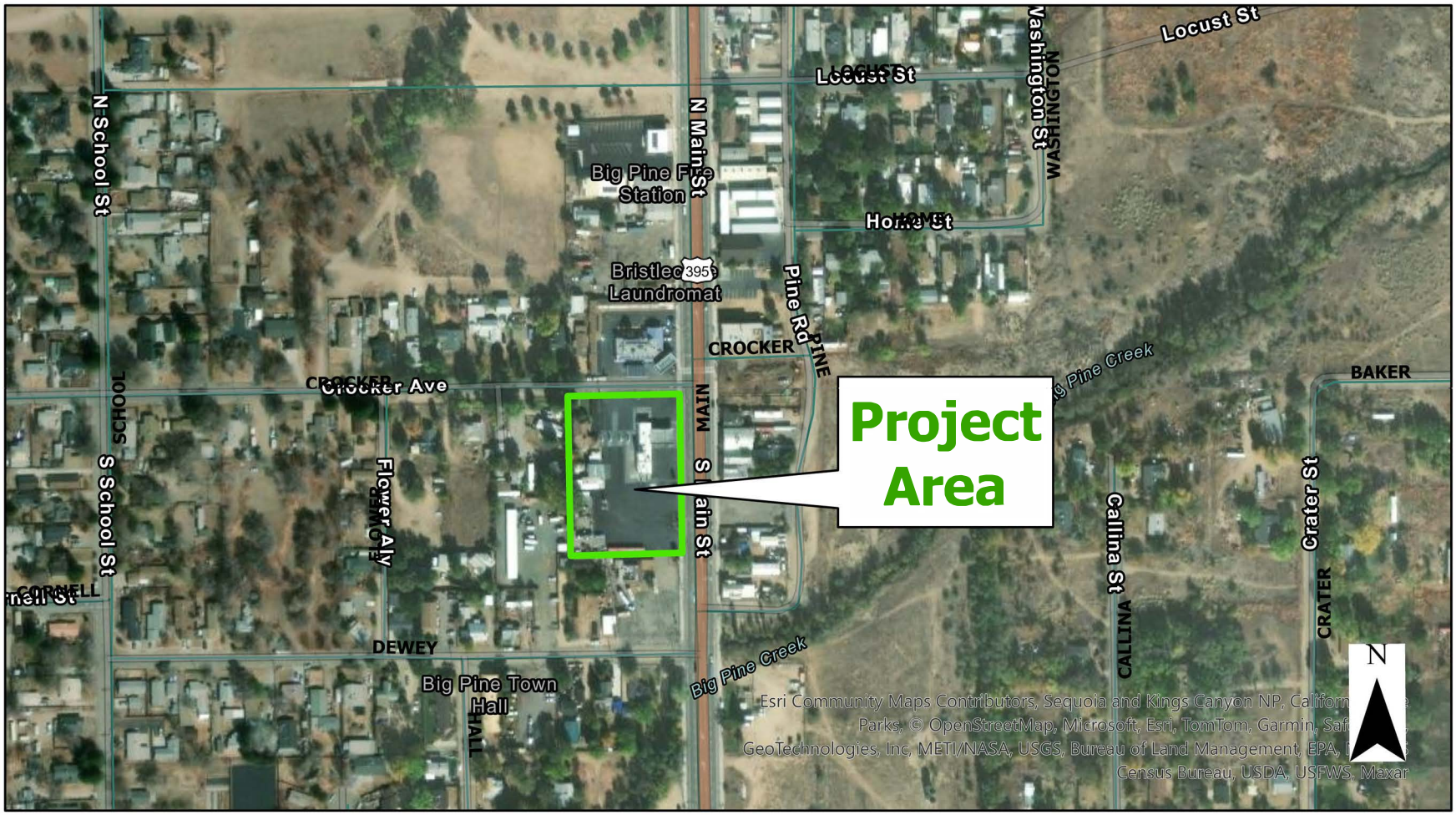
Danielle Visuano	Created/Initiated - 6/4/2025
Darcy Israel	Approved - 6/9/2025
Danielle Visuano	Approved - 6/9/2025
Keri Oney	Approved - 6/9/2025
Christian Milovich	Approved - 7/1/2025
John Vallejo	Approved - 7/1/2025
Cathreen Richards	Approved - 7/1/2025
Nate Greenberg	Final Approval - 7/1/2025

ATTACHMENTS:

1. Vicinity Map
2. Tentative Parcel Map 431
3. Tentative Parcel Map 431 with Parcels Identified
4. Planning Commission Resolution - Tentative Parcel Map 431; Variance 2025-01/Big Pine Petroleum
5. Ordinance - Zone Reclassification 2024-03/Big Pine Petroleum
6. Board of Supervisors Resolution for GPA

VICINITY MAP

APN: 004-032-01
109 S. Main St., Big Pine, CA



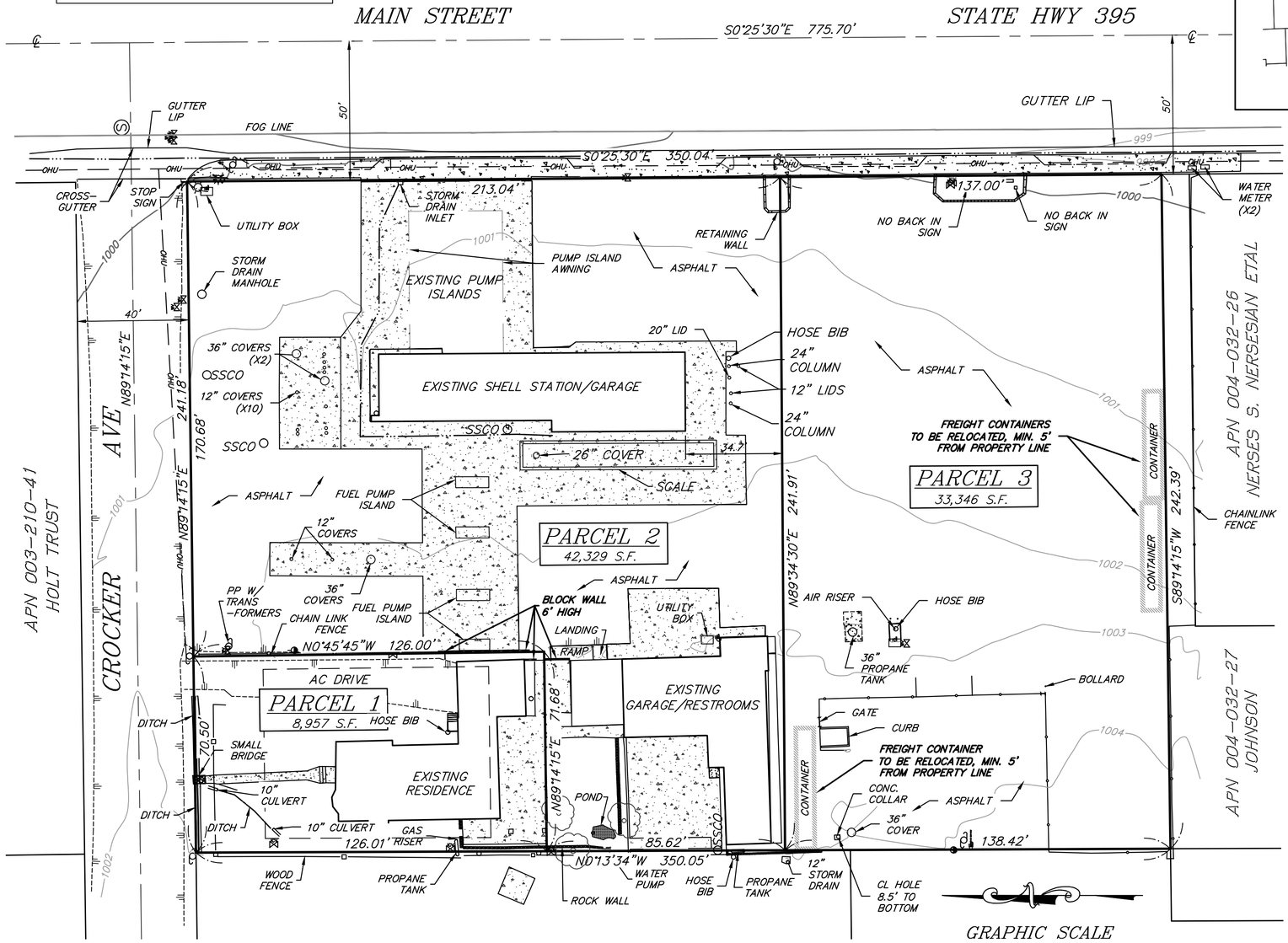
TENTATIVE PARCEL MAP NO. 431

IN THE UNINCORPORATED TERRITORY OF INYO COUNTY, CALIFORNIA

BEING A SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 69, IN THE TOWN OF BIG PINE, INYO COUNTY, STATE OF CALIFORNIA, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 1, PAGE 48 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT FOR THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA FOR A HIGHWAY BY DEED RECORDED IN BOOK 130, PAGE 212 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, IN SAID CONTY AND STATE.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE
- FLOWLINE
- EDGE OF PAVEMENT
- WOOD FENCE
- CHAINLINK FENCE
- OHU — OVERHEAD UTILITIES
- GAS METER
- SEWER MANHOLE
- GUY ANCHOR
- POWER/UTILITY POLE
- WATER VALVE COVER



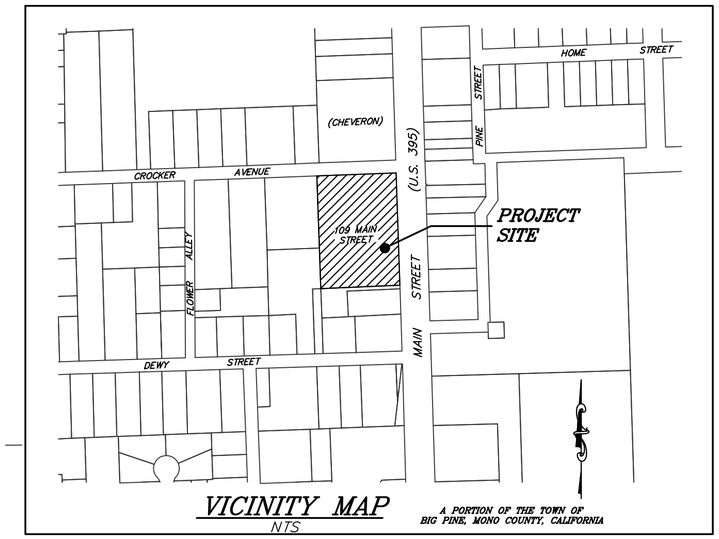
GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

CONTOUR INTERVAL = 1'

CONTOURS ARE BASED ON AN ASSUMED ELEVATION



VICINITY MAP
NTS

A PORTION OF THE TOWN OF BIG PINE, MONO COUNTY, CALIFORNIA

RECORD OWNER & SUBDIVIDER

BIG PINE PETROLEUM INC, A CALIFORNIA CORPORATION, C/O MOHAMAD NAJM
5976 TANUS CIR.,
ROCKLIN, CA 95677
408 429-5165
moenajm@yahoo.com

ENGINEER/SURVEYOR

TRIAD/HOLMES ASSOCIATES INC.
THOMAS A. PLATZ, PE C41039
P.O. BOX 1570, MAMMOTH LAKES, CA , 93546
(760) 934-7588

LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN BLOCK 69, IN THE TOWN OF BIG PINE, INYO COUNTY, STATE OF CALIFORNIA, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 1, PAGE 48 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF CALIFORNIA FOR A HIGHWAY BY DEED RECORDED DECEMBER 16, 1957 IN BOOK 130 PAGE 212 OF OFFICIAL RECORDS.

THE BOUNDARY SHOWN ON THIS TENTATIVE PARCEL MAP REPRESENTS A BOUNDARY SURVEY PERFORMED IN THE FIELD IN OCTOBER 2024.

DESIGN NOTES:

ACESSOR'S PARCEL NO.: 004-032-01-00
ADDRESS: 109 SOUTH MAIN STREET, BIG PINE, CALIFORNIA 93513
GROSS SITE AREA: 1.94± ACRES
EXISTING ZONING: CB
EXISTING GENERAL PLAN DESIGNATION: CBD
WATER SUPPLY: BIG PINE COMMUNITY SERVICES DISTRICT
SEWAGE DISPOSAL: BIG PINE COMMUNITY SERVICES DISTRICT
ELECTRICITY: LOS ANGELES DEPT. OF WATER & POWER
TELEPHONE/COMMUNICATIONS: OPTIMUM (SUDDENLINK)
FIRE PROTECTION: BIG PINE VOLUNTEER F.D.
REFUSE: BISHOP WASTE
PROPOSED GENERAL PLAN AMENDMENT: PARCEL 1, R2-6500
PROPOSED ZONE RECLASSIFICATION: PARCEL 1
PROPOSED BUILDING SETBACK VARIANCE: PARCEL 1

EASEMENTS

AN EXISTING EASEMENT IN FAVOR OF THE CITY OF LOS ANGELES FOR THE RIGHT TO PRUNE AND TRIM TREES INTERFERRING WITH ELECTRIC, TELEPHONE OR TELEGRAPH LINES. ALSO TO TAKE AND REGULATE WATER AS RECORDED IN BOOK 56, PAGE 95 OF OFFICIAL RECORDS. LOCATION OF THE EASEMENT IS NOT ACCURATELY DISCLOSED.

TENTATIVE PARCEL MAP NO. 431

LOCATED IN THE TOWN OF BIG PINE, IN THE UNINCORPORATED TERRITORY OF INYO COUNTY, CALIFORNIA,

triad/holmes assoc.
civil engineering
surveying
public works
land development

post office box 1570
MAMMOTH LAKES, ca 93546
phone (760) 934-7588
fax (760) 934-5619
e-mail triad@triadholmes.com

873 NORTH MAIN STREET
BISHOP, ca 93514
phone (760) 873-4273
fax (760) 873-8024
e-mail bishop@triadholmes.com

777 woodside rd. suite a
REDWOOD CITY, ca 94061
phone (650) 366-0216
fax (650) 366-0298
e-mail sf@triadholmes.com

DATE	1-23-2025
SCALE	SHOWN
DRAWN	JSP
JOB NO.	04.0807
DWG	
SHEET	1
OF	1 SHEETS

Z:\04 Bishop\4-0807 Shell-76 Station - Hungry Pig\acad\4.0807 TPM No 431 Big Pine.dwg Jan 23,2025 - 11:05am, jpfei

PROPOSED PARCELS

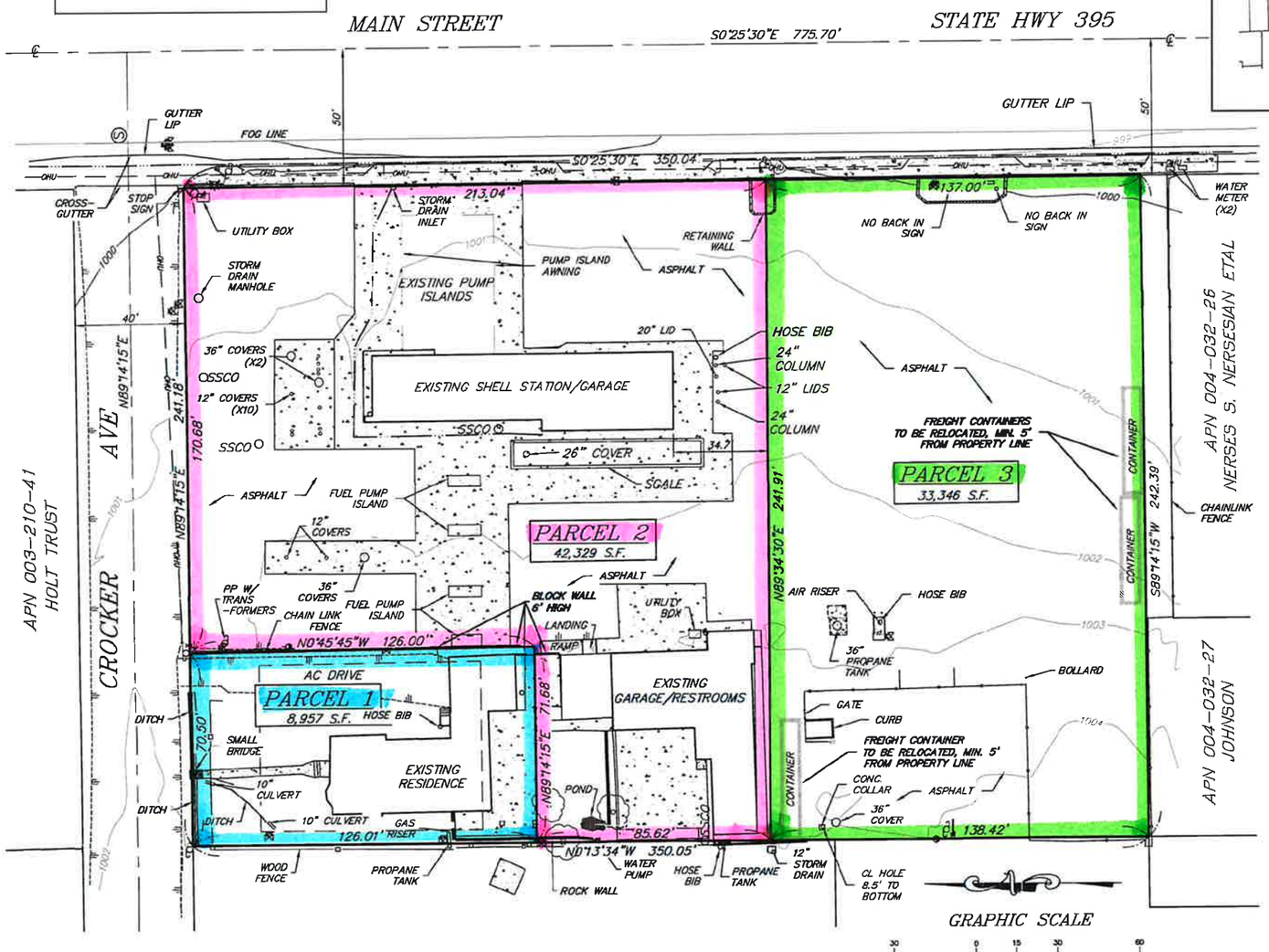
TENTATIVE PARCEL MAP NO. 431

IN THE UNINCORPORATED TERRITORY OF INYO COUNTY, CALIFORNIA

BEING A SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 69, IN THE TOWN OF BIG PINE, INYO COUNTY, STATE OF CALIFORNIA, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 1, PAGE 48 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT FOR THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA FOR A HIGHWAY BY DEED RECORDED IN BOOK 130, PAGE 212 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, IN SAID CONTY AND STATE.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE
- FLOWLINE
- EDGE OF PAVEMENT
- WOOD FENCE
- CHAINLINK FENCE
- OHU — OVERHEAD UTILITIES
- GAS METER
- SEWER MANHOLE
- GUY ANCHOR
- POWER/UTILITY POLE
- WATER VALVE COVER



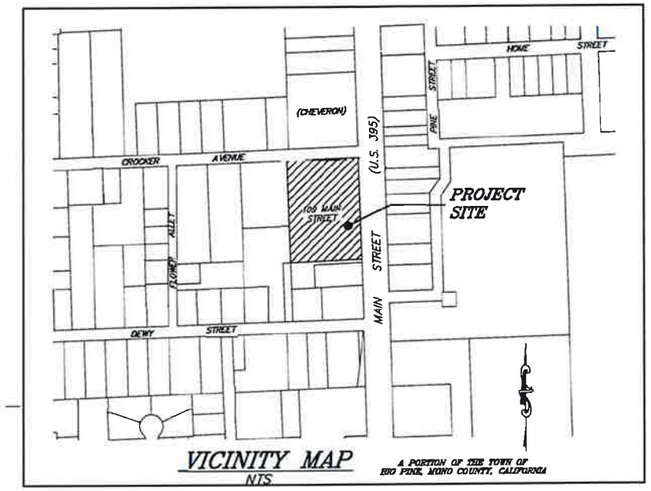
GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

CONTOUR INTERVAL = 1'

CONTOURS ARE BASED ON AN ASSUMED ELEVATION



VICINITY MAP
NTS

A PORTION OF THE TOWN OF BIG PINE, MONO COUNTY, CALIFORNIA

RECORD OWNER & SUBDIVIDER

BIG PINE PETROLEUM INC, A CALIFORNIA CORPORATION, C/O MOHAMAD NAJM
5976 TANUS CIR.,
ROCKLIN, CA 95677
408 429-5165
moenajm@yahoo.com

ENGINEER/SURVEYOR

TRIAD/HOLMES ASSOCIATES INC.
THOMAS A. PLATZ, PE C41039
P.O. BOX 1570, MAMMOTH LAKES, CA , 93546
(760) 934-7588

LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN BLOCK 69, IN THE TOWN OF BIG PINE, INYO COUNTY, STATE OF CALIFORNIA, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 1, PAGE 48 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF CALIFORNIA FOR A HIGHWAY BY DEED RECORDED DECEMBER 16, 1957 IN BOOK 130 PAGE 212 OF OFFICIAL RECORDS.

THE BOUNDARY SHOWN ON THIS TENTATIVE PARCEL MAP REPRESENTS A BOUNDARY SURVEY PERFORMED IN THE FIELD IN OCTOBER 2024.

DESIGN NOTES:

ACESSOR'S PARCEL NO.: 004-032-01-00
ADDRESS: 109 SOUTH MAIN STREET, BIG PINE, CALIFORNIA 93513
GROSS SITE AREA: 1.94± ACRES
EXISTING ZONING: CB
EXISTING GENERAL PLAN DESIGNATION: CBD
WATER SUPPLY: BIG PINE COMMUNITY SERVICES DISTRICT
SEWAGE DISPOSAL: BIG PINE COMMUNITY SERVICES DISTRICT
ELECTRICITY: LOS ANGELES DEPT. OF WATER & POWER
TELEPHONE/COMMUNICATIONS: OPTIMUM (SUDDENLINK)
FIRE PROTECTION: BIG PINE VOLUNTEER F.D.
REFUSE: BISHOP WASTE
PROPOSED GENERAL PLAN AMENDMENT: PARCEL 1, R2-6500
PROPOSED ZONE RECLASSIFICATION: PARCEL 1
PROPOSED BUILDING SETBACK VARIANCE: PARCEL 1

EASEMENTS

AN EXISTING EASEMENT IN FAVOR OF THE CITY OF LOS ANGELES FOR THE RIGHT TO PRUNE AND TRIM TREES INTERFERRING WITH ELECTRIC, TELEPHONE OR TELEGRAPH LINES. ALSO TO TAKE AND REGULATE WATER AS RECORDED IN BOOK 56, PAGE 95 OF OFFICIAL RECORDS. LOCATION OF THE EASEMENT IS NOT ACCURATELY DISCLOSED.

TENTATIVE PARCEL MAP NO. 431

LOCATED IN THE TOWN OF BIG PINE, IN THE UNINCORPORATED TERRITORY OF INYO COUNTY, CALIFORNIA.

triad/holmes assoc.
civil engineering surveying public works land development

post office box 1570
MAMMOTH LAKES, ca 93546
phone (760) 934-7588
fax (760) 934-5619
e-mail triad@triadholmes.com

873 NORTH MAIN STREET
BISHOP, ca 93514
phone (760) 873-4273
fax (760) 873-8024
e-mail bishop@triadholmes.com

777 woodside rd. suite a
REDWOOD CITY, ca 94061
phone (650) 366-0216
fax (650) 366-0298
e-mail sf@triadholmes.com

DATE	1-23-2025
SCALE	SHOWN
DRAWN	JSP
JOB NO.	04.0807
DWG	
SHEET	1
OF	1 SHEETS

2:\04 Bishop\4-0807 Shell-76 Station - Hungry Pig\acad\4.0807 TPM No 431 Big Pine.dwg Jan 23,2025 - 11:05am, jpfei

RESOLUTION NO. 2025-03

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE INYO COUNTY BOARD OF SUPERVISORS CERTIFY THE PROPOSED PROJECTS ARE EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE GENERAL PLAN AMENDMENT NO. 2024-03/BIG PINE PETROLEUM AND ZONE RECLASSIFICATION NO. 2024-03/BIG PINE PETROLEUM

WHEREAS, the Inyo County Board of Supervisors, by and through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act Guidelines ("CEQA Guidelines"), and maintain responsibility for the environmental review of all County projects; and

WHEREAS, the Inyo County Planning Department determined General Plan Amendment (GPA) No. 2024-03/Big Pine Petroleum and Zone Reclassification (ZR) No. 2024-03/Big Pine Petroleum pertaining to the property located at 109 Main Street, Big Pine with Assessor Parcel Number 004-032-01 ("Projects") to be exempt from environmental review pursuant to the CEQA Guidelines15061(b)(3), common sense rule, as the Projects could have no possibility of causing significant environmental effects since the property is already disturbed and the new designations will match the current and proposed future activities; and

WHEREAS, pursuant to Senate Bill 18 (SB18) and Government Code Section 65352.3, in October 2024 the County requested a list of applicable Native American contacts from the California Native American Heritage Commission (NAHC); and

WHEREAS, the NAHC transmitted a list of applicable Native American contacts to the County on November 7, 2024 for purposes of SB18 consultation; and

WHEREAS, on November 7, 2024, the County sent certified letters initiating Native American Consultation pursuant to the California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, to the Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Utu Utu Gwaitu Tribe of the Benton Paiute Reservation, and Wuksachi Indian Tribe/Eshom Valley Band; and

WHEREAS, as specified by Senate Bill 18 and per Government Code Section 65352.3, the tribes have 90 days to initiate the consultation process after notification; and

WHEREAS, on February 6, 2025, 90 days after the last certified mail receipt from the notification letters was received by the County, no tribes had initiated consultation; and

WHEREAS, pursuant to sections 65854 and 65855 of the Government Code, the Inyo County Planning Commission is required to conduct a public hearing on proposed GPAs and ZRs, and to make a recommendation to the Board of Supervisors regarding each; and

WHEREAS, on May 5, 2025, the County published notice in the Inyo Register and mailed notice to property owners within three-hundred (300) feet of the Projects' location, of a public hearing to take public comment on GPA No. 2024-03/Big Pine Petroleum and ZR No. 2024-03/Big Pine Petroleum to be held on May 28, 2025; and

WHEREAS, the Inyo County Planning Commission held a duly noticed public hearing on May 28, 2025, to review and consider the request for approval of GPA No. 2024-03/Big Pine Petroleum and ZR No. 2024-03/Big Pine Petroleum and considered the staff report for the project and all oral and written comments regarding the proposal; and

WHEREAS, ICC Section 18.03.020 states, in part, that it is necessary for the County's Zoning Ordinance to be consistent with the County's General Plan; and

WHEREAS, the proposed amended General Plan designation of Residential Medium High (RMH) is consistent with the proposed zoning designation of R2 Districts – Multiple Residential with a minimum of 6,500 square feet (R2–6,500); and

WHEREAS, GPA No. 2024-03/Big Pine Petroleum and ZR No. 2024-03/Big Pine Petroleum will change the current designations to match the current and future planned uses on the property.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the May 28, 2025, hearing, including the Planning Department Staff Report, the Inyo County Planning Commission makes the following findings regarding the Projects and hereby recommends that the Inyo County Board of Supervisors adopt the following findings for the proposed project:

The recitals above are incorporated herein as findings.

RECOMMENDED FINDINGS

1. General Plan Amendment (GPA) No. 2024-03/Big Pine Petroleum and Zone Reclassification (ZR) No. 2024-03/Big Pine Petroleum pertaining to the property located at 109 Main Street, Big Pine with Assessor Parcel Number 004-032-01 ("Projects") are exempt under CEQA General Rule 15061(b) (3). There is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The Projects are located on property that is already disturbed and includes no additional development proposals.

2. Based on substantial evidence in the record, the proposed Projects are consistent with the Goals and Policies of the Inyo County General Plan. The proposed designation of (RMH) will change the project area to a designation that allows for residential use. Upon

approval of the ZR and GPA the existing residence will come into compliance with the zoning code and general plan.

3. Based on substantial evidence in the record, the proposed Projects are consistent with Title 18 (Zoning Ordinance) of the Inyo County Code. The proposed designation of (R2-6,500) will change the project area to a designation that allows for the continued use of the parcel as residential and allow for the existing residence to be in compliance with the zoning code and general plan.

4. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the site is physically suited for the proposed type and density of development and finds that the existing and planned public facilities and services are adequate to meet the needs of the proposed Projects. The Projects are consistent with the current use at the site and of the surrounding area. This request is to change the zoning and General Plan to more compatible designations that allow for the existing residential use as a permitted use.

5. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial impacts to public health, safety or welfare. The designation changes will allow the existing residential use to remain and will not cause substantial impact to public health, safety or welfare.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Certify that GPA No. 2024-03/Big Pine Petroleum and ZR No. 2024-03/Big Pine Petroleum are exempt from CEQA under General Rule 15061(b)(3).
2. Make certain findings with respect to and approve GPA No. 2024-03/Big Pine Petroleum and ZR No. 2024-03/Big Pine Petroleum based on all the information in the public record and on the recommendation of the Planning Commission.

PASSED AND ADOPTED this 28TH day of May, by the following vote of the Inyo County Planning Commission:

AYES: 5
NOES:
ABSTAIN:
ABSENT:

Todd Vogel, Chair
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, APPROVING ZONE RECLASSIFICATION NO. 2024-03/BIG PINE PETROLEUM AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO TO REFLECT THIS RECLASSIFICATION

The Board of Supervisors of the County of Inyo ("Board") ordains as follows:

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the Board's general police power as well as Sections 18.81.310 and 18.81.350 of the Inyo County Code (ICC), which establish the procedure for the Board to enact changes to the County's Zoning Ordinance.

The Board is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearings held on this matter, this Board finds as follows:

(1) Pursuant to ICC Section 18.81.320, MOHAMAD NAJM ("Applicant") applied to the Inyo County Planning Commission to reclassify the zone designation of a 8,957 square-foot parcel located at 109 Main Street, Big Pine, California, identified as APN: 004-032-01 from Central Business (CB) to R-2 Districts – Multiple Residential with a 6,500 square foot minimum (R2-6,500), and to have the County's Zoning Map amended to reflect this change (Zone Reclassification No. 2024-03/Big Pine Petroleum).

(2) On May 28, 2025, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2024-03/Big Pine Petroleum, following which, the Commission made various findings and recommended that this Board amend ICC Title 18, to rezone the property described in Section III of this Ordinance to R-2 Districts – Multiple Residential with a 6,500 square foot minimum (R2-6,500).

(3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.

(4) Applicant applied, in a parallel required procedure, to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Central Business District (CBD) to Residential Medium High (RMH) to best match

the requested zoning and the planned residential use of the property in General Plan Amendment 2024-03/Big Pine Petroleum.

(5) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.

(6) The proposed actions will act to further the orderly growth and development of the County by rezoning the property to R-2 District – Multiple Residential with a 6,500 square foot minimum (R2-6,500) as it best matches the current and planned futures uses on the property.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on an 8,957 square foot site as created by Tentative Parcel Map 431 located at 109 Main Street, Big Pine, CA (APN: 004-032-01) is changed from Central Business (CB) to R-2 Districts – Multiple Residential with a 6,500 square foot minimum (R2-6,500).

SECTION IV: 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 member voting for and against same.

PASSED AND ADOPTED THIS XXTH DAY OF JULY, 2025

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Scott Marcellin, Chairperson
Inyo County Board of Supervisors

ATTEST:
Nate Greenberg
Clerk of the Board

By:_____
Darcy Israel, Assistant

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING THAT THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) HAVE BEEN MET AND MAKING CERTAIN FINDINGS WITH RESPECT TO AND APPROVING GENERAL PLAN AMENDMENT NO. 2024-03/BIG PINE PETROLEUM

WHEREAS, the Inyo County Planning Department received a complete application from Mohamad Najm ("Applicant"), pursuant to ICC Section 18.81.320, to reclassify the zone designation of a 8,957 square-foot parcel located at 109 Main Street, Big Pine, California, identified as APN: 004-032-01 from Central Business (CB) to R-2 Districts – Multiple Residential with a 6,500 square foot minimum (R2-6,500), and to have the County's Zoning Map amended to reflect this change (Zone Reclassification No. 2024-03/Big Pine Petroleum); and

WHEREAS, the Applicant applied, in a related required procedure, to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Central Business District (CBD) to Residential Medium High (RMH) to best match the requested zoning and the planned residential use of the property in General Plan Amendment 2024-03/Big Pine Petroleum; and

WHEREAS, Zone Reclassification No. 2024-03/Big Pine Petroleum and General Plan Amendment 2024-03/Big Pine Petroleum are collectively referred to herein as "the Projects;" and

WHEREAS, the Inyo County Planning Department determined the Projects were both exempt from environmental review under CEQA Guidelines Section 15061(b)(3), general rule, on the basis that they could have no possibility of causing significant environmental effects as the property is already disturbed, include no additional development proposals and the land use designations that are proposed will result in lower impact uses; and

WHEREAS, on November 7, 2024 the County sent certified letters initiating Native American Consultation pursuant to California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, to the Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Utu Utu Gwaitu Tribe of the Benton Paiute Reservation, and Wuksachi Indian Tribe/Eshom Valley Band in relation to the Projects; and

WHEREAS, following a duly noticed public hearing on May 28, 2025, the Inyo County Planning Commission passed Resolution 2025-03 recommending the Inyo County Board of Supervisors certify the General Plan Amendment No. 2024-03/Big Pine Petroleum and Zone Reclassification No. 2024-03/Big Pine Petroleum as exempt from CEQA and approve both projects; and

WHEREAS, on July 8, 2025, following a duly noticed public hearing, and having reviewed and considered all the information and evidence presented to it, including public

testimony, written comments, staff reports and presentation, the Board of Supervisors made the required findings and adopted an Ordinance approving Zone Reclassification No. 2024-03/Big Pine Petroleum; and

WHEREAS, on July 8, 2025, following a duly noticed public hearing, having reviewed and considered all the information and evidence presented to it, including public testimony, written comments, staff reports and presentation, the Board of Supervisors makes the required findings and approves General Plan Amendment No. 2024-03/Big Pine Petroleum.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO FINDS AND RESOLVES AS FOLLOWS:

SECTION ONE: The above recitals are incorporated herein as findings.

SECTION TWO: General Plan Amendment No. 2024-03/Big Pine Petroleum is exempt from environmental review under CEQA Guidelines Section 15061(b)(3), the general rule, and CEQA Guidelines Sections 15301 and 15303 (Class 1 and 3 Categorical Exemptions).

SECTION THREE: Based on substantial evidence in the record, the proposed General Plan Amendment is consistent with the Goals and Policies of the Inyo County General Plan and with Title 18 (Zoning Ordinance) of the Inyo County Code.

SECTION FOUR: The Project Site is already disturbed and will not result in the loss of native vegetation or wildlife habitat. Therefore, this project will have a "de minimus" impact on wildlife resources as outlined in the California Department of Fish and Game Code Section 711.4. The proposed use is properly related to other uses and transportation and service facilities in the vicinity. The proposed use would not, under all the circumstances of this case, adversely affect the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare. The proposed use is necessary or desirable.

SECTION FIVE: that General Plan Amendment No. 2024-03/Big Pine Petroleum proposes to change the land use designation from Central Business District (CBD) to Residential Medium High (RMH), which best matches the proposed zone reclassification, and current uses on the property.

SECTION SIX: the Board of Supervisors of the County of Inyo does hereby approve General Plan Amendment No. 2024-03/Big Pine Petroleum.

PASSED AND ADOPTED THIS July 8, 2025

AYES:
NOES:
ABSTAIN:

ABSENT:

_____
Scott Marcellin, 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

July 8, 2025

Reference ID:
2025-517

Modification of the Inyo County Groundwater Transfer Ordinance

County Counsel

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
County Counsel, County Administrator	John Vallejo, County Counsel

RECOMMENDED ACTION:

A) Waive further reading of Ordinance 1320 titled, "An Ordinance of the Inyo County Board of Supervisors Adding Chapter 7.02 of the Inyo County Code to Regulate the Transfer or Transport of Water from Groundwater Basins Located Wholly or Partially Within Inyo County, and Suspending Inyo County Ordinance No. 1004 (Chapter 18.77 of the Inyo County Code);"
B) Set enactment for July 22, 2025 in the County Administrative Center, 224 N. Edwards, Independence;
C) Approve Resolution No. 2025-27 titled, “A Resolution of the Inyo County Board of Supervisors Modifying Resolution 99-43 to Expand the Water Commission's Duties and Authority to Include Reviewing and Deciding Upon Applications For A Water Transfer or Transport Permit Pursuant to Ordinance 1320," and authorize the Chairperson to sign; and
D) Determine that these actions are exempt from the California Environmental Quality Act pursuant to 14 Cal. Code Regs., §§ 15061(b)(3), 15307, and 15308.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County's current ordinance regulating the export of groundwater pumped from within the County, currently located in Chapter 18.77 of the County Code, is being updated to clarify that the exercise of such powers flows from the County's general police powers as distinguished from its land use authority. The substance of the regulations in the updated ordinance remain consistent with the existing ordinance, but the process will be modified to shift the review and approval of applications for groundwater export from the Planning Commission to the Water Commission. This ordinance implements existing authority of the County to regulate such matters, and expressly exempts any Long Term Water Agreement Activities.

The companion resolution is needed to modify the current express duties of the Water Commission and Water Department set forth in Resolution 99-43 in a manner consistent with adoption of the ordinance.

FISCAL IMPACT:

There is no direct financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to adopt this ordinance, which may cause confusion with those desiring to implement a groundwater export project from within Inyo County regarding the authority under which we regulate such activities.

Your Board could decide not to adopt the companion resolution which, if the ordinance is adopted, would create a conflict between the ordinance and Resolution 99-43.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Water.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Climate Resilience and Natural Resource Protection

APPROVALS:

Darcy Israel	Created/Initiated - 6/25/2025
Darcy Israel	Approved - 6/25/2025
John Vallejo	Approved - 6/26/2025
Nate Greenberg	Final Approval - 6/27/2025

ATTACHMENTS:

1. Ordinance 1320
2. Ordinance 1004
3. Resolution No. 1999-43
4. Resolution No. 2025-27

ORDINANCE NO. 1320

**AN ORDINANCE
OF THE INYO COUNTY BOARD OF SUPERVISORS ADDING CHAPTER 7.02 OF THE INYO COUNTY CODE TO REGULATE THE TRANSFER OR TRANSPORT OF WATER FROM GROUNDWATER BASINS LOCATED WHOLLY OR PARTIALLY WITHIN INYO COUNTY, AND SUSPENDING INYO COUNTY ORDINANCE NO. 1004 (CHAPTER 18.77 OF THE INYO COUNTY CODE)**

WHEREAS on October 27, 1998, Ordinance 1004 (Chapter 18.77 of the Inyo County Code) became effective. The purpose of Ordinance 1004 was to regulate the Transfer or Transport of water from groundwater basins located wholly or partially within Inyo County.

WHEREAS, Ordinance 1004 added Chapter 18.77 to the Inyo County Code which is located within Inyo County's zoning regulation Code Title.

WHEREAS, subsequent to the effective date of Ordinance 1004, California law was clarified to confirm that counties have the power to regulate the Transfer or Transport of groundwater under the county's general police power, separate and independent from a county's zoning regulatory authority.

WHEREAS, by this Ordinance, the Inyo County Board of Supervisors intend to update and continue the regulation of the Transfer or Transport of water from groundwater basins located wholly or partially within Inyo County, and to make clear that it regulates such Transfers or Transport under the County's general police power separate and independent of the County's zoning regulatory powers.

WHEREAS, since this Ordinance does not substantially change the provisions for regulating the Transfer or Transport of water from groundwater basins within Inyo County, but only moves the regulatory provisions from Chapter 18.77 (in the zoning regulation Code Title of the Inyo County Code) to Chapter 7.02 (the Health and Welfare Code Title) in the Code, this Ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to the "common sense exemption," which states that 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. (See 14 Cal. Code Regs., § 15061(b)(3).)

WHEREAS, this Ordinance also is categorically exempt from CEQA due to it being a regulatory action designed to assure the maintenance, restoration, enhancement, or protection of natural resources and the environment. (See 14 Cal. Code Regs., §§ 15307, 15308.)

Now, therefore, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION 1.
Chapter 7.02 of the Inyo County Code is added to read as follows:

"7.02 Regulation of Water Transfers Undertaken Pursuant to Water Code Section 1810, Sales of Surface Water or Groundwater to the City of Los Angeles, and the Transfer or Transport of Water From Groundwater Basins Located in Whole or in Part within the Boundaries of lnyo County.

7.02.00 Definition of Terms Used in this Chapter

A. "Beneficially Interested Party" means a party whose interest in the outcome of the proceedings is substantial, i.e., not a technical, abstract or moot right. Such a party must show that his legal rights are injuriously affected by the action being challenged.
B. "Extraction" means the process of withdrawing groundwater by pumping or other controlled means.
C. "Groundwater" means all water below the surface of the earth within the zone below the water table, in which the soil is completely saturated with water, excluding subsurface water that flows in known and definite channels.
D. "Groundwater Basin" means a groundwater reservoir, defined on the basis of geological and hydrological conditions.
E. "Groundwater Basin Located in Whole or in Part within Inyo County" means the following groundwater basins identified in California Department of Water Resources Bulletin 118-80 "Ground Water Basins in California" as may be updated or revised in the future:

Name of Basin	Number of Basin
Owens Valley	6-12
Black Springs Valley	6-13
Fish Lake Valley	6-14
Deep Springs Valley	6-15
Eureka Valley	6-16
Saline Valley	6-17
Death Valley	6-18
Wingate Valley	6-19
Middle Amargosa Valley	6-20
Pahrump Valley	6-28
Mesquite Valley	6-29

Searles Valley	6-52
Indian Wells Valley	6-54
Coso Valley	6-55
Rose Valley	6-56
Darwin Valley	6-57
Panamint Valley	6-58
Fish Slough Valley	6-60
Cameo Area	6-61
Race Track Valley	6-62
Hidden Valley	6-63
Marble Canyon Area	6-64
Cottonwood Spring Area	6-65
Lee Flat	6-66
Santa Rosa Flat	6-68
Cactus Flat	6-70
Coles Flat	6-72
Wild Horse Mesa Area	6-73
Harrisburg Flats	6-74
Wildrose Canyon	6-75
California Valley	6-79
Middle Park Canyon Valley	6-80
Butte Valley	6-81
Spring Canyon Valley	6-82
Furnace Creek Area	6-83
Greenwater Valley	6-84
Gold Valley	6.85
Rhodes Hill Area	6-86

F. “Preexisting Use” means any water Transfer or Transport lawfully occurring, at the time of the effective date of Ordinance 1004. Any water Transfer or Transport lawfully existing, at the time of the effective date of Ordinance 1004 (October 27, 1998) may continue except as otherwise provided herein.

G. "Overdraft” means the withdrawal of groundwater from a groundwater basin in an amount in excess of the amount of water that recharges the basin over a period of years during which water supply conditions approximate average, and which, if continued over time, could eventually cause the groundwater supply to be exhausted, cause subsidence, cause the water table to drop to a level below where groundwater pumping is no longer economically feasible, or cause a detrimental change in water quality.

H. "Person" means any natural person, and any corporation, partnership,

association, public entity, municipality and any other entity with legal existence under California law.

I. “Public Trust Resources” means resources protected under the public trust doctrine.

J. "Recharge" means flow of water to groundwater storage from precipitation, infiltration from streams, irrigation, spreading basins, and other sources.

K. "Surface Water" means water in lakes, streams, ponds, rivers or reservoirs except water that was originally groundwater extracted from within Inyo County by a person other than Department of Water and Power of the City of Los Angeles (LADWP).

L. “Water Commission” means the Inyo County Water Commission.

M. “Water Department: means the Inyo County Water Department.

N. "Water Table" means the surface or interface between the zone where the soil is completely saturated with water and the zone where the soil is not completely saturated with water.

O. "Water Transfer or Transport" means the conveyance of water via aqueduct, ditch, pipeline, flume, natural water course or tanker truck from one area to another: (1) pursuant to Water Code Section 1810 et seq., or {2) pursuant to a sale to the City of Los Angeles, or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within lnyo County, or (3) that involves movement of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of lnyo County for use in an area outside of the groundwater basin, (4) that involves movement of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County for use in an area within the same basin, but outside the boundaries of lnyo County, or (5) that involves groundwater being extracted from within Inyo County which is used to replace an existing surface water use within Inyo County, where such replaced surface water is used in an area outside of the groundwater basin or used within the same groundwater basin, but outside the boundaries of Inyo County, thus resulting in an indirect use of the extracted groundwater outside of the groundwater basin or outside of Inyo County.

7.02.05 Declarations and Findings

A. Importance of Water. Adequate supplies of water are vital to the economy and environment of Inyo County and the health, safety and welfare of its citizens.

B. Water Exports. Since 1913, the City of Los Angeles, with significant environmental, economic and social consequences, has exported substantial amounts of surface water and groundwater from Inyo

County.

C. Water Code Section 1810 Transfers. It is the policy of the State of California to facilitate the voluntary transfer of water and water rights where consistent with the public welfare of the place of export and the place of import. Under California Water Code (hereafter "Water Code") Section 1810 et seq., neither the state, nor any regional or local public agency may deny a bonafide transferor of water, as defined, the use of a water conveyance facility which has unused capacity, as defined, for the period of time for which that capacity is available, if fair compensation, as specified, is paid for that use, subject to conditions specified in Water Code Section 1810 (a), (b), (c), and (d). Water Code Section 1810(d) provides that such a Transfer of water may be denied if the use of a water conveyance facility will injure any legal user of water, or will unreasonably affect fish, wildlife, or other instream beneficial uses or will unreasonably affect the overall economy or the environment of the county from which the water is being Transferred. Transfers of water from Inyo County undertaken pursuant to Water Code Section 1810 et seq., have the potential to affect the overall economy and/or the environment of Inyo County.

D. Proposed Water Transfers. In addition to water exports by Los Angeles, proposals have been made involving the export of groundwater from Inyo County via the Los Angeles Aqueduct under California Water Code (hereafter "Water Code") Section 1810, the sale of groundwater extracted from Inyo County to the City of Los Angeles, the extraction and export of groundwater from a groundwater basin located in whole or in part in Inyo County, and the Transfer or Transport of groundwater extracted from within Inyo County from a groundwater basin located in part in Inyo County for use in an area within the same basin, but outside the boundaries of Inyo County.

E. Importance of Groundwater. Groundwater underlying Inyo County has been and will continue to be an important source of water for agricultural, domestic, municipal, environmental and other purposes.

F. Inyo County/Los Angeles Water Agreement. In 1997, an agreement between the County of lnyo and the City of Los Angeles, which provides for management of the City of Los Angeles' water gathering activities (including groundwater extraction and surface water diversion) within Inyo County, was entered as a final order in Inyo County Superior Court, Case Number 12908. (Hereinafter, "Inyo/Los Angeles Water Agreement") The Inyo/Los Angeles Water Agreement provides for cooperative management of Los Angeles' water gathering activities by the County of lnyo and the City of Los Angeles in a manner that protects the environment of Inyo County. Nothing in this ordinance shall be interpreted to affect or otherwise limit the rights of the City of Los Angeles under the Inyo/Los Angeles Water Agreement to extract groundwater or change its surface water management practices and as

otherwise provided by state or federal law.

G. Water Sales to Los Angeles. In January 1998, the City of Los Angeles and the County of Inyo (through the Inyo County/Los Angeles Standing Committee) agreed that "[T] he City of Los Angeles will not enter into any agreement to purchase or otherwise acquire water extracted or diverted from within Inyo County unless it has been first informed by the County that the County and the seller have entered into an agreement which provides for the management of the extraction or diversion of the water in a manner that insures the protection of the County's environment and economy. If after such notification, the City of Los Angeles enters into an agreement with the seller to purchase water, the purchase agreement will specifically require, as a continuing condition of the purchase of any water, that the seller be in full compliance with the provisions of the agreement with the County."

H. Groundwater Transfers. A Transfer or Transport of groundwater from a groundwater basin located in whole or in part within Inyo County to an area outside of the groundwater basin, a Transfer or Transport of groundwater extracted from within Inyo County from a groundwater basin located partially within Inyo County for use in an area within the same basin, but outside the boundaries of lnyo County, and a Transfer or Transport of groundwater being extracted from within Inyo County which is used to replace an existing surface water use within Inyo County, where such replaced surface water is used in an area outside of the groundwater basin or used within the same groundwater basin, but outside the boundaries of Inyo County, thus resulting in an indirect use of the extracted groundwater outside of the groundwater basin or outside of Inyo County have the potential to adversely affect the economy and environment of lnyo County.

I. Authority to Regulate. Existing law provides the County of Inyo with authority to protect the health, safety and welfare of its citizens and to protect public trust resources through the regulation of the extraction of groundwater from groundwater basins within Inyo County.

J. Need for Regulation. It is essential for the protection of the health, safety and welfare of the citizens of Inyo County, and the public benefit of the state, that a Transfer of water undertaken pursuant to Water Code 1810, a sale of surface or groundwater to the City of Los Angeles, a Transfer or Transport of groundwater extracted and exported from a groundwater basin located in whole or in part within the boundaries of Inyo County, a Transfer or Transport of groundwater extracted from within Inyo County from a groundwater basin partially located within lnyo County, for use in an area within the same basin, but outside the boundaries of Inyo County, and an extraction of groundwater from within Inyo County which is used to replace an existing surface water use within Inyo County, where such replaced surface water is used in an

area outside of the groundwater basin or used within the same groundwater basin, but outside the boundaries of Inyo County, thus resulting in an indirect use of the extracted groundwater outside of the groundwater basin or outside of Inyo County be regulated in a manner that provides for the protection of the overall environment and economy of lnyo County.

7.02.10 Purpose and Intent

It is the purpose and intent of this chapter to establish an effective policy that will help ensure that the overall economy and the environment of Inyo County are protected from the impacts of:

(1) a water Transfer from the unincorporated area of Inyo County undertaken pursuant to Water Code Section 1810 et seq.;

(2) a sale to the City of Los Angeles, or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within Inyo County;

(3) a Transfer or Transport of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of lnyo County, for use in an area outside of the groundwater basin;

(4) a Transfer or Transport of groundwater extracted from within Inyo County from a groundwater basin partially located within lnyo County, for use in an area within the same basin, but outside the boundaries of Inyo County; and

(5) an extraction of groundwater from within Inyo County which is used to replace an existing surface water use within Inyo County, where such replaced surface water is used in an area outside of the groundwater basin or used within the same groundwater basin, but outside the boundaries of Inyo County, thus resulting in an indirect use of the extracted groundwater outside of the groundwater basin or outside of Inyo County.

7.02.15 Scope

A. Actions Subject to this Chapter. Any person who proposes a Transfer or Transport of water described below shall be subject to the provisions of this chapter:

1. A water Transfer from the unincorporated area of lnyo County undertaken pursuant to Water Code Section 1810 et seq.
2. As set forth in an agreement described in Section 7.02.05 G., a sale to the City of Los Angeles or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within Inyo County.
3. A Transfer or Transport of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of Inyo County, for use in an

area outside of the groundwater basin.

4. A Transfer or Transport of groundwater extracted from within lnyo County from a groundwater basin partially located within Inyo County, for use in an area within the same basin, but outside the boundaries of Inyo County.
5. An extraction of groundwater from within Inyo County which is used to replace an existing surface water use within Inyo County, where such replaced surface water is used in an area outside of the groundwater basin or used within the same groundwater basin, but outside the boundaries of Inyo County, thus resulting in an indirect use of the extracted groundwater outside of the groundwater basin or outside of Inyo County.

B. Exemptions. A transfer or transport of water as described below shall be exempt from the application of this chapter (Chapter 7.02):

1. A transfer or transport of water by the City of Los Angeles from lnyo County, provided that the source of the transferred or transported water is groundwater extracted or surface water diverted from within Inyo County by the City of Los Angeles in accordance with the Inyo/Los Angeles Water Agreement and is not a purchase or acquisition of water subject to the agreement described in Section 7.02.05 G.
2. A Transfer or Transport of water during a period of emergency within Inyo County declared pursuant to California Government Code Section 8558 that is directly related to the reason or basis for the declaration of the emergency, and that is undertaken in order to prevent or mitigate injury to people, or the flooding or damaging of property within Inyo County.
3. A transfer or transport of water in the form of manufactured or processed goods or products, agricultural products, or in bottles or any other portable containers including tanker trucks, provided the total transfer or transport via tanker truck or trucks does not exceed one acre foot during a one year period.
4. A transfer or transport of water extracted or diverted from outside of the boundaries of Inyo County.

C. Preexisting Uses. A preexisting use, as defined in Section 7.02.00.E of this ordinance, may continue if the Transfer or Transport meets all of the following criteria:

1. the Transfer or Transport is substantially similar to a Transfer or Transport that occurred during the one year period immediately prior to October 27, 1998, the effective date of Ordinance No. 1004, the predecessor to this ordinance, which is suspended by this ordinance;
2. the Transfer or Transport is accomplished by means of substantially the same conveyance facility as was used during the one year period immediately prior to October 27, 1998, the effective date of Ordinance No. 1004, the predecessor to this ordinance, which is suspended by this ordinance;
3. the Transfer or Transport is from substantially the same geographical area of

the groundwater basin as during the one year period immediately prior to October 27, 1998, the effective date of Ordinance No. 1004, the predecessor to this ordinance, which is suspended by this ordinance;

4. the Transfer or Transport does not exceed either the highest instantaneous rate, or the highest annual total quantity, of water that was Transferred or Transported within the twenty year period immediately prior to October 27, 1998, the effective date of Ordinance No. 1004, the predecessor to this ordinance, which is suspended by this ordinance;
5. the Transfer or Transport will result in the use of the Transferred or Transported water in substantially the same manner and in substantially the same area as it was used during the one-year period immediately prior to October 27, 1989, the effective date of Ordinance No. 1004, the predecessor to this ordinance, which is suspended by this ordinance;
6. A Transfer or Transport of water which does not meet all of the criteria described above (including a water Transfer or Transport which once met, but no longer meets all of the criteria) shall not be considered a preexisting use and shall be subject to the provisions of this chapter.

7.02.20 Water Transfer or Transport Permit Requirement

Any person who proposes a Transfer or Transport of water described in Section 7.02.15 shall, prior to the commencement of the water Transfer or Transport, first apply for and obtain from the Water Commission a water Transfer or Transport permit.

7.02.25 Water Transfer or Transport Permit Procedure

Any water Transfer or Transport which is specified in this chapter shall be approved or disapproved only upon filing an application in proper form and in accordance with the procedure hereinafter set forth.

7.02.30 Water Transfers and Transport—Action by the Water Commission

The Water Commission shall receive, hear and decide every application for a water Transfer or Transport permit and, after a hearing, may authorize approval of the permit if it finds that the issuance of the permit would be in conformance with the provisions of this chapter. Notice of the hearing shall be given pursuant to the requirements for hearings set forth in this chapter.

7.02.35 Term of Permit

Each applicant for water Transfer or Transport permit pursuant to this chapter shall specify in the application the duration of term of the permit requested. The Water Commission, in consideration of the relationship of the term of the permit to the potential for the water Transfer to unreasonably affect the overall economy or environment of lnyo County, shall determine the term of the permit. The approval of the permit may be made contingent upon the written acceptance and continued observance of conditions specified by the Water Commission. Once a water Transfer or Transport permit is approved, all of the

conditions specified in the approval shall become operative, and the violation of any of them shall constitute a violation of this chapter.

7.02.40 Lapse of Approval of Permit and Permit Extensions

Unless a different period of time is specified among the conditions of approval, the approval of a water Transfer or Transport permit shall lapse and be void unless the approved water Transfer or Transport is commenced or construction necessary and incident to its commencement is started within one year of the date of its approval. The Water Commission may, following a hearing, extend the life of any water Transfer or Transport permit for additional one-year periods upon application filed prior to expiration of the permit.

7.02.45 Applications

The Director of the Inyo County Water Department shall establish the form of applications and of appeal forms required by this chapter, and may specify the data to be furnished along with an application or appeal form to assure the proper consideration of the matter involved and for the permanent record. An application for a water Transfer or Transport permit shall be made on the form provided by the Water Department. Every application for a water Transfer or Transport permit shall be submitted to the Water Department.

7.02.50 Applications—Verification

Every application for a water Transfer or Transport permit shall include verification by the applicant attesting to the truth and correctness of all the facts and information presented in the application.

7.02.55 Applications—Fees

No application shall be accepted, and no water Transfer or Transport permit shall be granted, unless the applicant is in full compliance with all requirements of this title and all applicable fees established by the Board are paid to the County. Every such fee or expense payment shall be deposited with the county treasurer.

A. Amount of Application Deposit Fee. An application deposit fee shall be established by the Board. The application deposit fee shall be based upon the estimated cost to the County of processing the application.

B. Fee Agreement. Each applicant shall enter into an agreement with the County wherein the applicant agrees to promptly pay any costs to be incurred by the County in processing the application that are in excess of the Application Deposit Fee and wherein the County agrees to promptly refund any fee collected by the County from the applicant which is in excess of the cost to the County of processing the application. The Fee Agreement shall also provide that the applicant or a successor shall pay the County for the costs incurred by the County in conducting any monitoring, groundwater management or reporting described in

Section 7.02.125 and for any costs incurred by the County in reviewing the results of such monitoring, management and/or reporting.

C. Penalty. The fees set forth above shall be doubled as a penalty with respect to any application filed in order to bring an existing illegal use or activity into conformance with this chapter.

7.02.60 Applications--Waiver of Fee Requirement

The requirement of a fee to accompany an application or an appeal may be waived by the Board of Supervisors when an application or appeal is filed by a public agency, a city, the state, or the federal government.

7.02.65 Applications—Effect of Denial

No application for a water Transfer or Transport permit which is substantially the same as an application that has been denied may be submitted within one year from the date of the final order of denial, except if the Water Department reports to the Water Commission that the applicant has submitted new evidence or proof of changed conditions which justify the submission of a new application.

7.02.70 Hearings—Generally

Upon receipt in proper form of any application filed pursuant to this chapter, the date for the public hearing on the application shall be set by the Water Department. Notice shall be given to the time and place of such public hearing by at least one publication in a newspaper of general circulation in the county. The applicant, and the appellant, in the case of appeal, shall be notified in writing of the time and place of the hearing.

7.02.75 Hearings—Mailed Notice

Following the submittal of an application for water Transfer or Transport permit, the Water Department shall determine the area likely to be impacted by the extraction of groundwater that would be permitted. Once this determination has been made by the Water Department, prior to the public hearing on the application, the Water Department shall mail notice of the public hearing to the owners of all properties as shown on the last adopted tax roll of the county which are located within the area of impact as determined by the Water Department. Notice of the time and place of the hearing shall be given not less than ten days prior to the date thereof and further notice shall be as provided by law.

7.02.80 Hearings—Failure to Notify

Any failure to give notice as required by this title or any irregularity in connection therewith or in any procedure required by this title shall not invalidate the proceedings if there has been compliance with the minimum notice requirements of California state law.

7.02.85 Hearings—Continuance

At any public hearing held pursuant to this chapter, the Water Commission may order the hearing to be continued by publicly announcing the time and place of continuance, and no

further notice thereof shall be required.

7.02.90 Appeals—Generally

An appeal may be taken to the Water Commission as a result of a decision by the Water Department, or to the county Board of Supervisors as a result of a decision by the Water Commission on an application for a water Transfer or Transport permit. Such an appeal must be filed within fifteen calendar days after the date of action by either the Water Department or the Water Commission. The appeal may be taken by any person beneficially interested, or by any public officer, board or agency affected, by filing with the Board Clerk a written notice specifying the grounds for the appeal. Any member of the county supervisors may within the same period call for a review of any such action by notice to the Board Clerk and such notice shall have the same effect as an appeal, but shall require no fee. Filing of an appeal shall stay all proceedings in furtherance of the action appealed.

7.02.95 Appeals—Transmittal of Record

Upon notice by the Board Clerk that an appeal has been filed, the Water Commission shall make available for the Board of Supervisors all documents constituting the record upon which the action appealed was taken. The Water Commission shall be represented by the Water Department at the hearing before the Board of Supervisors on the appeal, in order to make known the reasons for its decision.

7.02.100 Appeals—Notice of Hearing

The Water Commission or Board of Supervisors shall give notice of the time and place at which the hearing will be held on any appeal filed pursuant to this chapter to the applicant, to the appellant, to the Water Commission and to any other person requesting such notice and depositing with the Board Clerk a self-addressed, stamped envelope for that purpose, in addition to the requirements of state law.

7.02.105 Appeals—Action of the Water Commission or Board of Supervisors

The Water Commission or Board of Supervisors, at the conclusion of the hearing on any appeal filed pursuant to this chapter, may sustain, modify or overrule the action of the director of the Water Department or of the Water Commission in the matter, or may refer any such matter back to the director of the Water Department or to the Water Commission. The final order of the Board of Supervisors or Water Commission on any such appeal shall be effective forthwith.

7.02.110 Duties of Water Commission

It is the duty of the Water Commission to assure the proper administration of this chapter, and the Water Commission shall have the power to establish such policies, rules and regulations not in conflict with the state law as are necessary for that purpose." Additionally, the Water Commission shall serve, as required by Section 15.12.040 of the Inyo County Code, as the environmental review board and lead environmental agency for the purpose of the California Environmental Quality Act on any application for a Transfer or Transport of

water.

7.02.115 Enforcement

Upon receipt of a written complaint, or based upon monitoring results or other information, the director of the Water Department shall process violations of this chapter as specified in Title 22. (Code Enforcement).

7.02.120 Required Findings

A. Findings. A permit for a Transfer or Transport of water shall be approved only if the Water Commission, in consideration of the recommendations submitted by the Water Department, finds that the proposed water Transfer or Transport to be undertaken (subject to proposed conditions to be placed upon the Transfer or Transport) will not unreasonably affect the overall economy of Inyo County and will not unreasonably affect the environment of lnyo County.

B. Adverse Effect on the Economy or Environment. A proposed water Transfer or Transport shall be found by the Water Commission to unreasonably affect the overall economy of Inyo County or to unreasonably affect the environment of Inyo County if the commission finds that the proposed water Transfer or Transport including all proposed conditions and mitigation measures, will cause a significant adverse effect or effects on the overall economy or the environment of the county. A determination of whether or not the proposed water Transfer will have a significant adverse effect, or whether a mitigation measure or measures will reduce such a significant effect to a less than a significant level, shall be made by reference to the analytical model of the California Environmental Quality Act (California Public Resources Code Section 21,000 et seq.), its guidelines and relevant case law.

C. Economy. In determining whether a proposed water Transfer or Transport will unreasonably affect the overall economy of Inyo County, all relevant factors shall be considered, including, but not limited to, potential injuries to legal users of water in the groundwater basin and the county, direct or indirect economic impacts to suppliers, service providers and others in the county, impacts to the tax base of the county, and the cumulative effects of the proposed water Transfer when considered together with the effects of past water Transfers and Transports, past surface and groundwater exports, proposed economic mitigation measures, as well as the effects of approved or anticipated future water Transfers, Transports and exports, on the county's overall economy.

D. Environment. In determining whether a proposed water Transfer will unreasonably affect the environment of Inyo County, all relevant factors shall be considered, including, but not limited to, effects on fish, wildlife, and other instream uses, effects on water levels in wells, effects on springs and seeps, effects on riparian and groundwater dependent vegetation, effects on rare or endangered plant or animal species, effects on surface water features, effects on public trust resources, recharge to the groundwater basin, effects on the groundwater storage capacity of the basin, potential for overdraft, potential for subsidence, effects on water quality, the

capability of the proposed monitoring, groundwater management and/or reporting program to detect and avoid significant adverse impacts and the cumulative effects of the proposed water Transfer within the effected groundwater basin, when considered together with the effects of past water Transfers, past Transfers. Transports and water exports, as well as approved and anticipated future water Transfers, Transports and water exports from the affected groundwater basin, on the environment.

E. Consistency with Groundwater Management Plan Adopted Pursuant to the Sustainable Groundwater Management Act, Water Code section 10720, et seq. (SGMA). The Water Commission shall not approve a water Transfer or Transport permit that involves groundwater pumping that is regulated pursuant to a groundwater management plan adopted under SGMA unless the Water Commission finds that the groundwater pumping will be conducted consistent with the groundwater management plan.

F. Evidence. Each finding required to be made by the Water Commission pursuant to this chapter shall be based upon substantial evidence and shall contain a description of the evidence that supports the finding.

7.02.125 Monitoring, Groundwater Management and Reporting

The Water Commission, in consideration of the relevant recommendations submitted by the Water Department, shall approve and incorporate, as appropriate, a monitoring, groundwater management and/or reporting program into each water Transfer or Transport permit it approves. The monitoring, groundwater management and/or reporting program shall be of such scope and extent as the Water Commission finds to be necessary to ensure that the proposed water Transfer or Transport will not unreasonably affect the overall economy or the environment of the county. In determining the scope of a monitoring, groundwater management and/or reporting program, the ability of the proposed program to detect and avoid potential significant adverse effects before such effects occur shall be considered. The monitoring and/or reporting portion of the program shall be in compliance with Chapter 15.44 of this Code. The groundwater management and/or reporting program may include, but shall not be limited to, instream flow measurements, reports of the amounts of surface water diverted arid/or amounts of groundwater pumped, monitoring of wells, monitoring of groundwater levels, monitoring of spring and seeps, monitoring of vegetation, wildlife, fish and economic effects and thresholds and/or trigger points which, if reached, will control the extraction of groundwater.

7.02.130 Modifications and Revocation

A. Modification by Request. Any person who has been granted a water Transfer or Transport permit pursuant to this chapter may submit an application for a modification of the permit. Any such application shall be submitted and processed as provided in the same manner as an application for a water Transfer or Transport permit.

B. Modification for Cause. In the event that evidence obtained through the monitoring and/or reporting program, or other evidence, indicates that a water Transfer or Transport subject to an approved permit has unreasonably affected, or has the potential to unreasonably affect, the overall economy or the environment of the county, or that there has been a failure to comply with the provisions of the permit, the Water Commission shall conduct a noticed public hearing into the matter. If at the conclusion of the hearing, the Water Commission finds that an existing water Transfer or Transport, if continued, would cause an unreasonable effect on the overall economy or the environment of the county, the commission shall modify the provisions of the permit to the extent that it finds to be necessary to avoid the occurrence of such an effect. If the commission finds that a water Transfer or Transport subject to an approved permit has unreasonably affected the overall economy or the environment of the county, the commission shall order the implementation of such mitigation measures as it finds to be necessary to reduce the level of the effect to less than significant; in addition, the commission may modify the permit to the extent that it finds to be necessary to avoid the occurrence of such unreasonable effects in the future.

C. Revocation. At the conclusion of the public hearing described in subsection B above, the Water Commission may revoke a permit granted pursuant to this chapter or issued pursuant to Ordinance 1004 if it finds that the water Transfer cannot be continued without causing an unreasonable effect on the overall economy or environment of Inyo County, or if the Water Commission finds that there has been a failure to reasonably comply with the terms of the permit. In the event that the Water Commission revokes a permit, the commission may order the former permittee to implement such work as the commission finds is necessary to mitigate any significant adverse effects caused by the water Transfer or Transport undertaken by the former permittee.

7.02.135 Challenge to Water Transfers and Transport

A. Existing Water Transfer or Transport Permit. Any beneficially interested party may, upon payment of any required fee, challenge the ongoing Transfer or Transport of water that is subject to an approved water Transfer or Transport permit during the term of the permit based on allegations that one or more of the following circumstances exists:

1. there has been or is an ongoing violation of one or more conditions of an approved permit; or
2. the Transfer or Transport of water pursuant subject to the permit has unreasonably affected the overall economy or the environment of the county.

B. No Existing Water Transfer or Transport Permit. In addition to the County's own enforcement rights (see 7.02.115), any beneficially interested party may challenge a Transfer or Transport of water that is not being undertaken pursuant to an approved

water Transfer or Transport permit based upon an allegation that a water Transfer or Transport permit is required pursuant to this chapter.

C. Process. A challenge pursuant to this section shall be commenced by filing with the Water Commission a signed written statement setting forth the challenge on a form prescribed by the Water Department, setting forth the basis of the party's beneficial interest and the statement shall be accompanied by the required fee. The statement shall allege all circumstances pertinent to the information required in subsections A or B above, and shall generally describe facts in support of those alleged circumstances. Within 10 days of receipt of a challenge in compliance with the foregoing requirements, the Water Department shall give notice of the challenge to the person undertaking the Transfer or Transport of water, the challenging party, all affected agencies and any interested party that has requested such notice. Within a reasonable time after of the receipt of the challenge, the Water Department shall complete a review of the facts alleged in the challenge and based upon this review, shall make a determination whether sufficient evidence has been presented to warrant a hearing by the commission on the challenge. A notice of this determination, together with the date and time of public hearing by the commission on the challenge, if applicable, shall be provided to the person undertaking the Transfer or Transport of water, the challenging party, all affected agencies and any interested party that has requested such notice. Any public hearing on the challenge shall be conducted as provided in this chapter.

1. If the challenge pertains to a Transfer or Transport of water undertaken pursuant to a water Transfer or Transport permit, the Water Commission's review shall be as set forth in Section 7.02.135.
2. If the challenge pertains to a Transfer or Transport of water that is not undertaken pursuant to a permit approved as provided in this chapter, the Water Commission shall determine whether such a permit is required. If the commission finds that the Transfer or Transport permit is required, and/or previously required a water Transfer or Transport permit, and if the commission finds that the Transfer or Transport of water caused an unreasonable effect on the overall economy or environment of lnyo County, in addition to any other penalties that may be imposed for violation of this Code, the commission may order the person who undertook the Transfer or Transport to implement such work as the commission finds is necessary to mitigate any significant adverse effects caused by the water Transfer or Transport undertaken by the person.

D. Standard of Proof. The standard for proof in any such challenge shall be substantial evidence. Evidence may be provided by the beneficially interested party that

submitted the challenge, the Water Department and/or by the person or entity undertaking the Transfer or Transport of water.

E. Appeals. Appeals of a determination by the Water Department or of a Water Commission decision may be made as provided in this chapter for other decisions of the Water Department or Water Commission (see sections 7.02.90 through 7.02.105)."

SECTION 2

Severability

If any section, subsection, sentence, clause, or phrase of this chapter, as applied to any entity or person, is for any reason held to be illegal, invalid, unconstitutional, or outside the jurisdiction and/or the police powers of the County of Inyo, as determined by any court of competent jurisdiction, such decision shall not affect the validity of the chapter as to other entities or persons. If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. This chapter, and each section, subsection, sentence, clause or phrase hereof, would have been enacted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid, unconstitutional, or outside the jurisdiction and/or police powers of the County of lnyo as to certain entities or persons.

SECTION 3

Effect on Ordinance No. 1004 (Chapter 18.77 of the Inyo County Code)

Inyo County Ordinance No. 1004, effective on October 27, 1998, and codified as Chapter 18.77 of the Inyo County Code, is hereby suspended, made dormant, and uncodified in its entirety upon the effective date of this Ordinance. However, if any section, subsection, sentence, clause, or phrase of this chapter, as applied to any entity or person, is for any reason held to be illegal, invalid, unconstitutional, or outside the jurisdiction and/or the police powers of the County of Inyo, as determined by any court of competent jurisdiction, the County, through order of the Board of Supervisors, shall utilize the relevant section, subsection, sentence, clause or phrase of Ordinance No.1004 instead of the invalidated section, subsection, sentence, clause or phrase of this chapter.

SECTION 4

Effective Date

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California. The Clerk of this Board is hereby instructed and ordered to publish this Ordinance together with the names of the Board voting for and against the same.

PASSED AND ADOPTED this__ day of _____ by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Chairperson

ORDINANCE NO. 1004

AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS AMENDING CHAPTER 18.77 OF THE INYO COUNTY CODE TO REGULATE THE TRANSFER OR TRANSPORT OF WATER FROM GROUNDWATER BASINS LOCATED WHOLLY OR PARTIALLY WITHIN INYO COUNTY, AMENDING THE PLANNING DEPARTMENT SERVICE FEE SCHEDULE AND REPEALING INYO COUNTY ORDINANCE NO. 1003

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

SECTION 1.
The Title of Chapter 18.77 of the Inyo County Code is amended to read as follows:

18.77 Regulation of Water Transfers Undertaken Pursuant to Water Code Section 1810, Sales of Surface Water or Groundwater to the City of Los Angeles, and the Transfer or Transport of Water From Groundwater Basins Located in Whole or in Part within the Boundaries of Inyo County.

SECTION 2
Section 18.77.000 is added to the Inyo County Code to read as follows:

18.77.000 Declarations and Findings

A. Importance of Water. Adequate supplies of water are vital to the economy and environment of Inyo County and the health, safety and welfare of its citizens.

B. Water Exports. The City of Los Angeles, with significant environmental, economic and social consequences, has exported substantial amounts of surface water and groundwater from Inyo County.

C. Proposed Water Transfers. In addition to water exports by Los Angeles, proposals have been made that involve the export of groundwater from Inyo County via the Los Angeles Aqueduct under Water Code Section 1810, the sale of groundwater extracted from Inyo County to the City of Los Angeles, the extraction and export of groundwater from a groundwater basin located in whole or in part in Inyo County, and the transfer or transport of groundwater extracted from within Inyo County from a groundwater basin located in part in Inyo County for use in an area within the same basin, but outside the boundaries of the county.

D. Importance of Groundwater. Groundwater underlying Inyo County has been and will continue to be an important source of water for agricultural, domestic, municipal, environmental and other purposes.

E. Water Code Section 1810 Transfers. It is the policy of the State of California to facilitate the voluntary transfer of water and water rights where consistent with the public welfare of the place of export and the place of import. Under California Water Code (hereafter Water Code) Section 1810 et seq., neither the state, nor any regional or local public agency may deny a bonafide transferor of water, as defined, the use of a water conveyance facility which has unused capacity, as defined, for the period of time for which that capacity is available, if fair compensation, as specified, is paid for that use, subject to conditions specified in Water Code Section 1810 (a), (b), (c), and (d). Water Code Section 1810(d) provides that such a transfer of water may be denied if the use of a water conveyance facility will injure any legal

user of water, or will unreasonably affect fish, wildlife, or other instream beneficial uses or will unreasonably affect the overall economy or the environment of the county from which the water is being transferred. Transfers of water from Inyo County undertaken pursuant to Water Code Section 1810 et seq., have the potential to affect the overall economy and/or the environment of Inyo County.

F. Inyo County/Los Angeles Water Agreement. In 1997, an agreement between the County of Inyo and the City of Los Angeles, which provides for management of the City of Los Angeles' water gathering activities (including groundwater extraction and surface water diversion) within Inyo County, was entered as a final order in Inyo County Superior Court, Case Number 12908. (Hereinafter, "Inyo/Los Angeles Water Agreement.") The Inyo/Los Angeles Water Agreement provides for cooperative management of Los Angeles' water gathering activities by the County of Inyo and the City of Los Angeles in a manner that protects the environment of Inyo County.

G. Water Sales to Los Angeles. In January 1998, the City of Los Angeles and the County of Inyo (through the Inyo County/Los Angeles Standing Committee) agreed that "[T] he City of Los Angeles will not enter into any agreement to purchase or otherwise acquire water extracted or diverted from within Inyo County unless it has been first informed by the County that the County and the seller have entered into an agreement which provides for the management of the extraction or diversion of the water in a manner that insures the protection of the County's environment and economy. If after such notification, the City of Los Angeles enters into an agreement with the seller to purchase water, the purchase agreement will specifically require, as a continuing condition of the purchase of any water, that the seller be in full compliance with the provisions of the agreement with the County."

H. Groundwater Transfers. A transfer or transport of groundwater from a groundwater basin located in whole or in part within Inyo County to an area outside of the groundwater basin, and a transfer or transport of groundwater extracted from within Inyo County from a groundwater basin located partially within Inyo County for use in an area within the same basin, but outside the boundaries of Inyo County, have the potential to adversely affect the economy and environment of Inyo County.

I. Authority to Regulate. Existing law provides the County of Inyo with authority to protect the health, safety and welfare of its citizens, through the regulation of the extraction of groundwater from groundwater basins within Inyo County.

J. Need for Regulation. It is essential for the protection of the health, safety and welfare of the citizens of Inyo County, and the public benefit of the state, that a transfer of water undertaken pursuant to Water Code 1810, a sale of surface or groundwater to the City of Los Angeles, a transfer or transport of groundwater extracted and exported from a groundwater basin located in whole or in part within the boundaries of Inyo County, and a transfer or transport of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County, for use in an area within the same basin, but outside the boundaries of Inyo County be regulated in a manner that provides for the protection of the overall environment and economy of Inyo County.

SECTION 3.
Section 18.77.005 of the Inyo County Code is amended to read as follows:

18.77.005 Purpose and Intent

It is the purpose and intent of this chapter to establish an effective county policy that will assure that the overall economy and the environment of Inyo County are protected from the impacts of:

(1) a water transfer from the unincorporated area of Inyo County undertaken pursuant to Water Code Section 1810 et seq.;

(2) a sale to the City of Los Angeles, or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within Inyo County;

(3) a transfer or transport of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of Inyo County, for use in an area outside of the groundwater basin; and

(4) a transfer or transport of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County, for use in an area within the same basin, but outside the boundaries of Inyo County.

SECTION 4.

Section 18.77.010 of the Inyo County Code is amended to read as follows:

18.77.010 Scope

A. Application. Any person who proposes a transfer or transport of water described in 1 through 4 below shall be subject to the provisions of this chapter:

1. A water transfer from the unincorporated area of Inyo County undertaken pursuant to Water Code Section 1810 et seq.
2. As set forth in the agreement described in Section 18.77.000. G., a sale to the City of Los Angeles, or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within Inyo County.
3. A transfer or transport of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of Inyo County, for use in an area outside of the groundwater basin.
4. A transfer or transport of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County, for use in an area within the same basin, but outside the boundaries of Inyo County.

B. Exemptions. Water transferred or transported as described below shall be exempt from the application of this chapter (Chapter 18.77):

1. A transfer or transport of water by the City of Los Angeles from Inyo County, and an extraction of groundwater or a diversion of surface water from within Inyo County by the City of Los Angeles, that is not a purchase or acquisition of water subject to the agreement described in Section 18.77.000. G.
2. A transfer or transport of water during periods of emergency declared pursuant to California Government Code Section 8558 that is directly related to the reason or basis for the declaration of the emergency, and that is undertaken in order to prevent or mitigate injury to people, or the flooding or damaging of property.
3. A transfer or transport of water in the form of manufactured or processed goods or products, agricultural products, or in bottles or any other portable containers including tanker trucks, provided the total transfer or transport via tanker truck or trucks does not exceed one acre foot during a one year period.
4. A transfer or transport of water over which the County of Inyo lacks the legal authority or jurisdiction to regulate, including a transfer or transport of water extracted or diverted from outside of the boundaries of Inyo County.

C. Nonconforming Uses. A transfer or transport of water which occurs after the effective date of this ordinance shall be considered a "Nonconforming Use" as set forth in Section 18.78.230 to 18.78.300 of this Code if the transfer or transport meets all of the following criteria:

1. the transfer or transport is substantially similar to a transfer or transport that occurred during the one year period immediately prior to the effective date of this ordinance;
2. the transfer or transport is accomplished by means of substantially the same conveyance facility as was used during the one year period immediately prior to the effective date of this ordinance;
3. the transfer or transport is from substantially the same geographical area of the groundwater basin as during the one year period immediately prior to the effective date of this ordinance;
4. the transfer or transport does not exceed either the highest instantaneous rate, or the highest annual total quantity, of water that was transferred or transported within the twenty year period immediately prior to the effective date of this ordinance; and
5. the transfer or transport will result in the use of the transferred or transported water in substantially the same manner and in substantially the same area as it was used during the one-year period immediately prior to the effective date of this ordinance.

A transfer or transport of water which does not meet all of the criteria described in (1) through (4) above (including a water transfer or transport which once met, but no longer meets all of the criteria) shall not be considered a "Nonconforming Use," and shall be subject to the provisions of this chapter.

SECTION 5.
Section 18.77.011 of the Inyo County Code is added to read as follows:

18.77.011 Definition of Terms Used in this Chapter

A. "Extraction" means the process of withdrawing groundwater by pumping or other controlled means.

B. "Groundwater" means all water below the surface of the earth within the zone below the water table, in which the soil is completely saturated with water, excluding subsurface water that flows in known and definite channels.

C. "Groundwater Basin" means a groundwater reservoir, defined on the basis of geological and hydrological conditions.

D. "Groundwater Basin Located in Whole or in Part within Inyo County" means the following groundwater basins identified in California Department of Water Resources Bulletin 118-80, "Ground Water Basins in California:"

Name of Basin	Number of Basin
Owens Valley	6-12
Black Springs Valley	6-13
Fish Lake Valley	6-14
Deep Springs Valley	6-15
Eureka Valley	6-16
Saline Valley	6-17
Death Valley	6-18
Wingate Valley	6-19
Middle Amargosa Valley	6-20
Pahrump Valley	6-28

Mesquite Valley	6-29
Searles Valley	6-52
Indian Wells Valley	6-54
Coso Valley	6-55
Rose Valley	6-56
Darwin Valley	6-57
Panamint Valley	6-58
Fish Slough Valley	6-60
Cameo Area	6-61
Race Track Valley	6-62
Hidden Valley	6-63
Marble Canyon Area	6-64
Cottonwood Spring Area	6-65
Lee Flat	6-66
Santa Rosa Flat	6-68
Cactus Flat	6-70
Coles Flat	6-72
Wild Horse Mesa Area	6-73
Harrisburg Flats	6-74
Wildrose Canyon	6-75
California Valley	6-79
Middle Park Canyon Valley	6-80
Butte Valley	6-81
Spring Canyon Valley	6-82
Furnace Creek Area	6-83
Greenwater Valley	6-84
Gold Valley	6-85
Rhodes Hill Area	6-86

E. "Overdraft" means the withdrawal of groundwater from a groundwater basin in an amount in excess of the amount of water that recharges the basin over a period of years during which water supply conditions approximate average, and which, if continued over time, could eventually cause the groundwater supply to be exhausted, cause subsidence, cause the water table to drop to a level below where groundwater pumping is no longer economically feasible, or cause a detrimental change in water quality.

F. "Person" means any natural person, and any corporation, partnership, association, public entity, municipality, and any other entity with legal existence under California law.

G. "Recharge" means flow of water to groundwater storage from precipitation, infiltration from streams, irrigation, spreading basins, and other sources.

H. "Surface Water" means water in lakes, streams, ponds, rivers or reservoirs.

I. "Water Table" means the surface or interface between the zone where the soil is completely saturated with water and the zone where the soil is not completely saturated with water.

J. "Water Transfer or Transport" means the conveyance of water via aqueduct, ditch, pipeline, flume, natural water course or tanker truck from one area to another: (1) pursuant to Water Code Section 1810 et seq., or (2) pursuant to a sale to the City of Los Angeles, or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within Inyo County, or (3) that involves movement of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of Inyo County for use in an area outside of the groundwater basin, or (4) that

involves movement of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County for use in an area within the same basin, but outside the boundaries of Inyo County.

SECTION 6.
Section 18.77.015 of the Inyo County Code is amended to read as follows:

18.77.015 Conditional Use Permit Requirement

Any person who proposes a transfer or transport of water described in Section 18.77.010. A. shall, prior to the commencement of the water transfer or transport, first apply for and obtain from the county planning commission a conditional use permit as provided in Chapter 18.81 of this Code.

SECTION 7.
This ordinance does not amend or repeal Section 18.77.020 of the Inyo County Code, which reads as follows:

18.77.020 Applications

An application for a conditional use permit shall be made on forms provided by the county planning department. The application shall be filed in accord with this Chapter, Chapter 18.81, other relevant chapters of this Code, and with procedures established by the county planning commission.

SECTION 8.
Section 18.77.025 of the Inyo County Code is amended to read as follows:

18.77.025 Application Processing and Fees

A. Applications. An application for a conditional use permit for a water transfer described in Section 18.77.010. A. shall be processed in the same manner as other conditional use permit applications submitted to the county; however, the Inyo County Water Department and the Inyo County Water Commission (water commission) shall evaluate the hydrogeological and related environmental impacts, and based on its evaluation, shall identify and develop associated mitigation measures, proposed project conditions, the monitoring, groundwater management and/or reporting program, and proposed findings. The water commission shall submit its recommendations to the county planning commission.

B. Fees. At the time of the filing of the application for a water transfer pursuant to this Chapter, a fee, as established by Section 18.81.190 of this Code, shall be paid to the county planning department.

SECTION 9.
Section 18.77.030 of the Inyo County Code is amended to read as follows:

18.77.030 Required Findings

A. Findings. A conditional use permit for a transfer or transport of water described in Section 18.77.010.A. shall be approved only if the county planning commission, in consideration of the recommendations submitted by the water commission, finds that the proposed water transfer to be undertaken (subject to proposed conditions to be placed upon the transfer) will not unreasonably affect the overall economy of Inyo County and will not unreasonably affect the environment of Inyo County.

B. Adverse Effect on the Economy or Environment. A proposed water transfer shall be found by the planning commission to unreasonably affect the overall economy of Inyo County or to

unreasonably affect the environment of Inyo County if the commission finds, based on the relevant recommendations submitted by the water commission, that the proposed water transfer including all proposed conditions and mitigation measures, will cause a significant adverse effect or effects on the overall economy or the environment of the county. A determination of whether or not the proposed water transfer will have a significant adverse effect, or whether a mitigation measure or measures will reduce such a significant effect to a less than a significant level, shall be made by reference to the analytical model of the California Environmental Quality Act (California Public Resources Code Section 21,000 et seq.), its guidelines and relevant case law.

C. Economy. In determining whether a proposed water transfer will unreasonably affect the overall economy of Inyo County, all relevant factors shall be considered, including, but not limited to, potential injuries to legal users of water in the groundwater basin and the county, direct or indirect economic impacts to suppliers, service providers and others in the county, impacts to the tax base of the county, and the cumulative effects of the proposed water transfer when considered together with the effects of past water transfers, past surface and groundwater exports, proposed economic mitigation measures, as well as the effects of approved or anticipated future water transfers and exports, on the county's overall economy.

D. Environment. In determining whether a proposed water transfer will unreasonably affect the environment of Inyo County, all relevant factors shall be considered, including, but not limited to, effects on fish, wildlife, and other instream uses, effects on water levels in wells, effects on springs and seeps, effects on riparian and groundwater dependent vegetation, effects on rare or endangered plant or animal species, effects on surface water features, recharge to the groundwater basin, effects on the groundwater storage capacity of the basin, potential for overdraft, potential for subsidence, effects on water quality, the capability of the proposed monitoring, groundwater management and/or reporting program to detect and avoid significant adverse impacts and the cumulative effects of the proposed water transfer within the affected groundwater basin, when considered together with the effects of past water transfers, past transfers and water exports, as well as approved and anticipated future water transfers, and water exports from the affected groundwater basin, on the environment.

E. Evidence. Each finding required to be made by the county planning commission pursuant to this chapter shall be based upon substantial evidence and shall contain a description of the evidence that supports the finding.

SECTION 10.

Section 18.77.035 of the Inyo County Code is amended to read as follows:

18.77.035 Monitoring, Groundwater Management and Reporting

The county planning commission, in consideration of the relevant recommendations submitted by the water commission, shall approve and incorporate, as appropriate, a monitoring, groundwater management and/or reporting program into each conditional use permit it grants for a transfer or transport of water described in Section 18.77.010.A. The monitoring, groundwater management and/or reporting program shall be of such scope and extent as the commission finds to be necessary to ensure that the proposed water transfer will not unreasonably affect the overall economy or the environment of the county. In determining the scope of a monitoring, groundwater management and/or reporting program, the ability of the proposed program to detect and avoid potential significant adverse effects before such effects occur shall be considered. The monitoring and/or reporting portion of the program shall be in compliance with Chapter 15.44 of this Code. The groundwater management and/or reporting program may include, but shall not be limited to, instream flow measurements, reports of the amounts of surface water diverted and/or amounts of groundwater

pumped, monitoring of wells, monitoring of groundwater levels, monitoring of spring and seeps, monitoring of vegetation, wildlife, fish and economic effects and thresholds and/or trigger points which, if reached, will control the extraction of groundwater.

SECTION 11.
Section 18.77.040 of the Inyo County Code is amended to read as follows:

18.77.040 Procedures

Upon completion of the environmental review process and the filing of all required documents, a noticed public hearing will be scheduled and conducted by the county planning commission to consider issuance of any conditional use permit for a water transfer or transport described in Section 18.77.010. A. Such a hearing will be scheduled and conducted in accordance with this Chapter and Chapter 18.81 of this Code.

SECTION 12.
Section 18.77.045 of the Inyo County Code is amended to read as follows:

18.77.045 Modifications and Revocation

A. Modification by Request. Any person who has been granted a conditional use permit for a water transfer or transport pursuant to this Chapter may submit an application for a modification of the permit. Any such application shall be submitted and processed as provided in Section 18.81.140 et seq. of this Code.

B. Modification for Cause. In the event that evidence obtained through the monitoring and/or reporting program, or other evidence, indicates that a water transfer subject to a conditional use permit has unreasonably affected, or has the potential to unreasonably affect, the overall economy or the environment of the county, or that there has been a failure to comply with the provisions of the permit, the county planning commission shall conduct a noticed public hearing into the matter. If at the conclusion of the hearing, the commission finds that an existing water transfer, if continued, would cause an unreasonable effect on the overall economy or the environment of the county, the commission shall modify the provisions of the conditional use permit to the extent that it finds to be necessary to avoid the occurrence of such an effect. If the commission finds that a water transfer, subject to a conditional use permit has unreasonably affected the overall economy or the environment of the county, the commission shall order the implementation of such mitigation measures as it finds to be necessary to reduce the level of the effect to less than significant; in addition, the commission may modify the conditional use permit to the extent that it finds to be necessary to avoid the occurrence of such unreasonable effects in the future.

C. Revocation. At the conclusion of the public hearing described in subsection B. above, the commission may revoke a conditional use permit granted pursuant to this Chapter if it finds that the water transfer cannot be continued without causing an unreasonable effect on the overall economy or environment of Inyo County, or if the commission finds that there has been a failure to reasonably comply with the terms of the permit. In the event that the commission revokes a permit, the commission may order the former permittee to implement such work as the commission finds is necessary to mitigate any significant adverse effects caused by the water transfer or transport undertaken by the former permittee.

SECTION 13.
Section 18.77.050 is added to the Inyo County Code to read as follows:

18.77.050 Term of Permit

Each applicant for a conditional use permit pursuant to this chapter shall specify in the application the duration or term of the permit requested. The county planning commission, in consideration of the relationship of the term of the permit to the potential for the water transfer to unreasonably affect the overall economy or environment of Inyo County, shall, in accordance with Section 18.81.130 of this Code, determine the term of the permit.

SECTION 14.
Section 18.77.055 is added to the Inyo County Code to read as follows:

18.77.055 Challenge to Water Transfers and Transport

A. Existing Conditional Use Permit. Any interested party may challenge the ongoing transfer or transport of water subject to an approved permit during the term of the permit based on allegations that one or more of the following circumstances exists:
   1. there has been or is an ongoing violation of one or more conditions of an approved permit; or
   2. the transfer or transport of water pursuant subject to a conditional use permit has unreasonably affected the overall economy or the environment of the county.

B. No Existing Conditional Use Permit. Any interested party may challenge a transfer or transport of water that is not being undertaken pursuant to an approved conditional use permit based on an allegation that a conditional use permit for the transfer or transport of water is required pursuant to this chapter.

C. Process. A challenge pursuant to this section shall be commenced by filing with the planning commission a signed written statement setting forth the challenge on a form prescribed by the commission. The statement shall allege circumstances specified in subsections A. or B. above, and shall generally describe facts in support of those alleged circumstances. Within 10 days of receipt of a challenge in compliance with the foregoing requirements, the planning department shall give notice of the challenge to the person undertaking the transfer or transport of water, the challenging party, all affected agencies, and any interested party that has requested such notice. Within 45 days of the receipt of the challenge, the planning department shall complete a review of the facts alleged in the challenge, and based upon this review, shall make a determination whether sufficient evidence has been presented to warrant a hearing by the commission on the challenge. A notice of this determination, together with the date and time of public hearing by the commission on the challenge, if applicable, shall be provided to the person undertaking the transfer or transport of water, the challenging party, all affected agencies, and any interested party that has requested such notice. Any public hearing on the challenge shall be conducted as provided in this Title.
   1. If the challenge pertains to a transfer or transport of water undertaken pursuant to a conditional use permit, the commission's review shall be as set forth in Section 18.77.045.
   2. If the challenge pertains to a transfer or transport of water that is not undertaken pursuant to this chapter, the commission shall determine whether such a permit is required. If the commission finds that the transfer or transport requires, and/or previously required, a conditional use permit, and if the commission finds that the transfer or transport of water caused an unreasonable effect on the overall economy

or environment of Inyo County, in addition to any other penalties that may be imposed for violation of this Code, the commission may order the person who undertook the transfer or transport to implement such work as the commission finds is necessary to mitigate any significant adverse effects caused by the water transfer or transport undertaken by the person.

D. Standard of Proof. The standard for proof in any such challenge proceeding shall be substantial evidence. The burden of proof shall be upon the person undertaking the transfer or transport of water.

E. Appeals. Appeals of a determination by the planning department or of a planning commission decision may be made as provided in this Title.

SECTION 15.

Section 3.60.040 of the Inyo County Code is amended to add a fee for conditional use permits for water transfers. Section 3.60.040 as amended reads as follows:

Planning department service fee schedule.

The planning department fees schedule is established as follows:

Application Fees.

		Fee
A.	Conditional use permit (land use)	$260.00
B.	Conditional use permit (water transfer)	Actual cost
C.	Variance	260.00
D.	Zone reclassification	Actual cost
E.	General plan amendment	Actual cost
F.	Road abandonment	Actual cost
G.	Certificate of compliance	200.00
H.	Lot line adjustment	250.00
I.	Parcel merger	85.00
J.	Time extension	65.00
K.	Mobile home waiver	220.00
L.	Parcel map	225.00+$25/lot
M.	Tract map	415.00+$25/lot
N.	Specific plan	Actual cost
Environmental Review Fees		
A.	Categorical exemption	50.00
B.	Initial study negative declaration	150.00
C.	Environmental impact report	Actual cost
D.	Mitigation monitoring and report program	Actual cost
Appeal Fees		
A.	Appeal of a planning department decision	300.00
B.	Appeal of a planning commission decision	300.00

Surface Mining and Reclamation Fees

A.	Reclamation plan application	1,750.00
	plus a fee per acre over five acres	50.00 per acre
B.	Amended reclamation plan with additional acreage involved	1750.00
	plus a fee per acre over five acres	50.00 per acre
C.	Amended reclamation plan with no additional acreage involved	500.00
D.	Interim management plan	500.00
E.	Mining inspection fee	250.00

SECTION 16

Basis of Determining Actual Cost for a Conditional Use Permit for a Water Transfer. The costs of processing a conditional use permit for a water transfer shall be billed by the planning department to the applicant each month. The basis of the actual cost of processing a conditional use permit for a water transfer shall be the amount of time spent by county staff in evaluating or processing the application multiplied by the county staff's hourly rate and fringe benefit schedule in effect at the time of the billing plus an overhead factor determined by reference to the A-87 Countywide Cost plan as approved by the State Controller's Office. The basis of the actual cost of a consultant or contractor hired by the county to assist in the evaluation or processing of the application shall be the actual charges submitted by the consultant or contractor.

SECTION 17

Severability. If any section, subsection, sentence, clause, or phrase of this chapter, as applied to any entity or person, is for any reason held to be illegal, invalid, unconstitutional, or outside the jurisdiction and/or the police powers of the County of Inyo, as determined by any court of competent jurisdiction, such decision shall not affect the validity of the chapter as to other entities or persons. If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. This chapter, and each section, subsection, sentence, clause or phrase hereof, would have been enacted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid, unconstitutional, or outside the jurisdiction and/or police powers of the County of Inyo as to certain entities or persons.

SECTION 18

Repeal of Ordinance No.1003. Inyo County Ordinance No. 1003, adopted as an urgency ordinance on October 6, 1998, is hereby repealed in its entirety.

SECTION 19

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California. The Clerk of this Board is hereby instructed and ordered to publish this Ordinance together with the names of the Board voting for and against the same.

PASSED AND ADOPTED this 27 day of October, 1998 by the following vote:

AYES: Supervisors Arcularius, Bear, Michener and Dorame

NOES: -0-

ABSENT: Supervisor Hambleton

Linda Arcularius
Chair, Inyo County Board of Supervisors

ATTEST: RENE' MENDEZ
Clerk of the Board of Supervisors

BY: Patricia Gunsalley
Deputy

Resolution No. 99-43

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS AFFIRMING A POLICY CONCERNING THE EXTRACTION AND USE OF INYO COUNTY'S WATER RESOURCES, ESTABLISHING POLICIES AND PROCEDURES TO IMPLEMENT THIS POLICY AND TO GOVERN THE COUNTY'S PERFORMANCE OF ITS DUTIES AND RESPONSIBILITIES UNDER THE INYO COUNTY/LOS ANGELES LONG TERM WATER AGREEMENT, FINAL ENVIRONMENTAL IMPACT REPORT, MEMORANDUM OF UNDERSTANDING AND ORDINANCE NO. 1004

PART I

WHEREAS, in 1913, the City of Los Angeles completed an aqueduct from Owens Valley to the city. The aqueduct had a capacity of 480 cubic feet per second (cfs). In 1970, a second aqueduct with a capacity of 300 cfs was completed and began operating, bringing the total capacity of the aqueduct system to about 780 cfs. Los Angeles' operations to supply water to the second aqueduct, including the pumping of groundwater in Owens Valley, led to the commencement of litigation in 1972 by Inyo County against Los Angeles; and

WHEREAS, in the litigation, the County stated that Los Angeles' increased groundwater pumping was harming the environment of Owens Valley and sought a court order requiring that the practice be analyzed in an Environmental Impact Report (EIR) in accordance with the provisions of the California Environmental Quality Act (CEQA). In 1973, the Court of Appeal for the Third Appellate District ruled that Los Angeles must prepare such an EIR. Los Angeles prepared an EIR in 1976 and another in 1979, but the Appellate Court found both to be legally inadequate; and

WHEREAS, in 1980, the Inyo County Board of Supervisors drafted, and the Inyo County voters passed, "An Ordinance to Regulate the Extraction of Groundwater Within the Owens Valley Groundwater Basin" (Ordinance). The Ordinance called for the regulation of groundwater pumping in the valley in accordance with a groundwater management plan to be implemented through a groundwater pumping permit procedure. A primary purpose of the Ordinance was to protect the environment, citizens and economy of the Owens Valley from adverse effects resulting from the extraction and use of its water resources; and

WHEREAS, the Ordinance established the Inyo County Water Commission and the Inyo County Water Department; and

WHEREAS, by Resolution 80-126, adopted in December 1980, this Board provided for the appointment, compensation and meetings of the Inyo County Water Commission, and thereafter appointed the five members of the commission; and

WHEREAS, in 1982, the County, Los Angeles and its Department of Water and Power (DWP) entered into a Memorandum of Understanding (MOU) which created a Technical Group and a Standing Committee to work together to resolve disputes between the parties. The MOU provided that the County's representatives to the Technical Group would be County staff members, and that the County's representatives to the Standing Committee would be at least one County supervisor, no more than two Water Commissioners, and three County staff members; and

WHEREAS, in July 1983, as a result of litigation commenced by Los Angeles and DWP, the Inyo County Superior Court in case number 12908 issued an opinion that found the Ordinance unconstitutional, invalid and preempted by law and that enjoined the implementation of the Ordinance. Pursuant to stipulation of the parties, neither an injunction, nor a final judgment based on the Court's opinion has been entered in the Superior Court; and

WHEREAS, in 1983, following the Superior Court's decision invalidating Inyo County's Ordinance, the County and Los Angeles began an attempt to develop a groundwater management plan whose purpose would be to settle the litigation between the parties. In April 1984, Inyo County and Los Angeles approved a five-year interim agreement. In this interim agreement the two parties agreed to:

- settle then existing property tax litigation between Inyo County and Los Angeles;
- temporarily suspend the Superior Court's judgment, and hence Inyo County's appeal, concerning the invalidity of the Ordinance;
- temporarily suspend litigation on Inyo County's CEQA proceeding in the Court of Appeal and mandatory court-imposed pumping restrictions by substituting jointly developed annual pumping programs and jointly prepared environmental assessments;
- lease Owens Valley town water systems to Inyo County, which would result in a reduction in water rates;
- conduct cooperative studies, together with impartial third parties, including the United States Geological Survey;
- implement certain enhancement/mitigation projects;
- provide financial assistance to Inyo County from Los Angeles to cover the costs of various studies and the County's water-related activities;

- negotiate a long-term groundwater management plan;

- resume the Appellate Court CEQA litigation and the Superior Court litigation over the Ordinance's validity if the parties did not develop and adopt a long-term groundwater management plan for Owens Valley; and

WHEREAS, in December 1984, the Appellate Court allowed Los Angeles and Inyo County to implement the interim agreement. However, the Court specifically explained that its order to prepare an EIR remained in effect and that, if Inyo County and Los Angeles were to agree on a long-term groundwater management plan, the plan would have to be analyzed in Los Angeles' third EIR, together with Los Angeles' operations to supply water to its second aqueduct; and

WHEREAS, by Resolution 85-2, adopted in January 1985, this Board adopted policies and procedures to govern Inyo County's performance of its duties and obligations under the interim agreement. This resolution modified the role of the Inyo County Water Commission from that specified in Resolution 80-126; and

WHEREAS, in August 1989, Inyo County, Los Angeles and DWP reached preliminary agreement on long-term water management and began the preparation of a final environmental impact report (FEIR) on the plan and on Los Angeles' operations to supply water to its second aqueduct; and

WHEREAS, since reaching the preliminary agreement in 1989, Inyo County and DWP have managed the water resources of the Owens Valley in accordance with the provisions of the long-term water management agreement (Long Term Agreement or Agreement). As provided in the Agreement, the Technical Group and the Standing Committee represent the parties in the implementation of the Agreement; and

WHEREAS, in October 1991, this Board approved the Long Term Agreement and certified the FEIR on the Agreement. Also, in October 1991, Los Angeles and DWP approved the Agreement and the FEIR. Los Angeles presented the FEIR to the Appellate Court, together with requests that the Court find the FEIR adequate and that it discharge the order requiring the preparation of an FEIR; and

WHEREAS, in January 1993, the Appellate Court declined to discharge its order requiring the preparation of an FEIR and sought the views of certain state agencies, environmental groups and an individual as amicus curiae concerning the adequacy of the FEIR; and

WHEREAS, in June 1993, the Standing Committee adopted a "Statement of Intent" which provided procedures to be followed by Inyo County and Los Angeles "until such time as the Appellate Court discharges its Writ." In January 1994, this Board adopted Resolution No. 94-6, which established policies and procedures for implementing the Inyo County's water policy and to govern the County's performance of its duties and responsibilities under the Agreement and the Statement of Intent; and

WHEREAS, by Resolution 94-6, adopted in January 1994, this Board reaffirmed its policy concerning the extraction and use of the County's water resources, adopted policies and procedures to implement the policy and to govern Inyo County's performance of its duties and obligations under the Standing Committee's Statement of Intent and under the Long Term Agreement. This resolution modified the role of the Inyo County Water Commission from that specified in Resolutions 80-126 and 85-2; and

WHEREAS, in February 1997, Inyo County, Los Angeles, and DWP reached a settlement agreement, titled a "Memorandum of Understanding" (MOU), with the California State Lands Commission, the California Department of Fish and Game, the Sierra Club and the Owens Valley Committee which resolved their concerns over the adequacy of the FEIR. On June 2, 1997, the Appellate Court granted a motion by Los Angeles and Inyo County, which was based on the MOU, and ended the litigation over the FEIR. On June 13, 1997, the Long Term Agreement was entered as a final order by the Inyo County Superior Court. These actions allowed the full implementation of the Long Term Agreement, the mitigation measures contained in the FEIR, and the provisions of the MOU; and

WHEREAS, by Resolution 97-82, adopted in November 1997, this Board reaffirmed its policy concerning the extraction and use of the County's water resources, adopted policies and procedures to implement the policy and to govern Inyo County's performance of its duties and obligations under the Long Term Agreement, the Final EIR and the MOU. This resolution repealed Resolutions 80-126, 85-2; and 94-6; and

WHEREAS, on October 27,1998, this Board adopted Inyo County Ordinance No. 1004 which, through a conditional use permit procedure administered by the County Planning Commission, with recommendations from the Water Commission in water related areas, regulates:

1. Any water transfer from the unincorporated area of Inyo County undertaken pursuant to Water Code Section 1810 et seq.
2. Any sale to the City of Los Angeles, or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within Inyo County.
3. Any transfer or transport of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of Inyo County, for use in an area outside of the groundwater basin.
4. Any transfer or transport of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County, for use in an area within the same basin, but outside the boundaries of Inyo County.

WHEREAS, in the fall of 1998, this Board conducted two public workshops concerning the future role of the Water Commission; and

WHEREAS, the intent of this resolution is to reaffirm the County's policy on the extraction and use of water, to set forth policies and procedures for the implementation of this policy, and policies and procedures that will govern the County's performance of its responsibilities under the Inyo County/Los Angeles Long Term Water Agreement, the Final Environmental Impact Report, the Memorandum of Understanding and Inyo County Ordinance 1004, including the role of the Water Commission with regard to such matters.

PART 2

NOW, THEREFORE, BE IT RESOLVED that, in consideration of the circumstances described in Part 1, this Board establishes the following policies and procedures to protect the County's environment, citizens and economy from adverse effects resulting from the extraction and use of the County's water resources and to govern the County's performance of its duties and responsibilities under the Long Term Agreement, FEIR, MOU and Ordinance No. 1004.

SECTION I. Policy on Extraction and Use of Water

The County of Inyo hereby reaffirms the policy set forth in the Ordinance adopted by the voters in 1980. That policy is to protect the County's environment, citizens and economy from adverse effects caused by activities relating to the extraction and use of water resources and to seek mitigation of any existing or future adverse effects resulting from such activities.

SECTION II. Repeal of Prior Resolutions

Inyo County Resolutions 80-126, 85-2, 94-6 and 97-82 are hereby repealed.

SECTION III. Inyo County Water Commission

A. Purpose

The purpose of the Inyo County Water Commission is to assist in the implementation of the County Policy on Extraction and Use of Water, Agreement, FEIR, MOU and Ordinance No. 1004 as set forth below.

1. Remain informed and educated about issues relating to water resources.

2. Conduct meetings to inform and educate the public about, and to solicit public opinion on, all issues, decisions, projects, programs and activities arising out of, or associated with, the Agreement, the FEIR, the MOU, and the transfer and transport of water regulated by Ordinance No. 1004.

3. Continuously review implementation of the Agreement, the FEIR, the MOU, and any transfer or transport of water regulated by Ordinance No. 1004 and submit periodic written recommendations or advice to this Board, together with reports on the views of the public, concerning issues, decisions, projects, programs and activities arising out of, or associated with, the implementation of the Agreement,

the FEIR, the MOU, and any transfer or transport of water regulated by Ordinance No. 1004. At least every six months, the commission shall submit written recommendations, advice and reports to the Board, and/or present such recommendations, advice and reports to the Board at a workshop.

4. Evaluate, the hydrogeological and related environmental impacts of any proposed transfer or transport of water regulated by Ordinance 1004, and based upon the evaluation, identify and develop recommended mitigation measures, project conditions, a monitoring, groundwater management and/or reporting program, and proposed findings, and submit these recommendations to the County Planning Commission.

5. Serve, as required by Section 15.12.040 of the Inyo County Code, as the environmental review board and lead environmental agency for the purpose of the California Environmental Quality Act on all projects permitted, carried out, approved, funded or processed by the Water Department. Such projects include, but are not limited to, the Lower Owens River Project, enhancement/mitigation projects undertaken pursuant to the Long Term Agreement, mitigation projects adopted in the FEIR, groundwater pumping by the City of Los Angeles under the Long Term Agreement, and salt cedar control, other invasive plant control, and weed control undertaken pursuant to the Long Term Agreement. The environmental responsibilities of the Commission do not include serving as the environmental review board or lead agency in regard to the issuance of a conditional use permit pursuant to Ordinance 1004, the release of any land pursuant to the Long Term Agreement, the rehabilitation and development of parks pursuant to the Long Term Agreement, or the transfer of town water systems under the Long Term Agreement.

6. Conduct meetings, as may be requested by this Board, inform and educate the public about, and to solicit public opinion on, water resource issues and decisions which arise outside of the Agreement, the FEIR, and the MOU;

7. Submit, as may be requested by this Board, recommendations or advice, together with reports on the views of the public, concerning water resource issues and decisions which arise outside of the Agreement, the FEIR, the MOU and Ordinance 1004;

8. Designate two members of the commission to serve on the Standing Committee.

9. The responsibilities of the Water Commission do not extend to the implementation of the provisions of the Agreement for the Transfer of the Town Water Systems (Section XI) the Release of City Owned Lands (Section XV), nor to the implementation of provisions of the Agreement for Park Rehabilitation, Development, and Maintenance (Section XIV. B). These responsibilities are delegated to other commissions and departments of the County as set forth below.

For informational purposes, the Water Commission is to receive copies of any status reports concerning these activities that may be presented to the Board of Supervisors.

B. Qualifications

The Inyo County Water Commission shall consist of five members all of whom shall be residents of Inyo County. Members of the commission need not have particular professional training, skills or experience, but commission members should have knowledge of the problems and issues arising from the extraction and use of the water resources of the Owens Valley and Inyo County.

C. Appointment

This Board shall appoint members of the Inyo County Water Commission. Except as provided below, members of the Commission shall serve for a four-year term. In selecting members of the commission, this Board shall attempt to appoint applicants who reside throughout the Owens Valley and Inyo County.

D. Current Members

Each member currently serving on the Inyo County Water Commission may continue to serve on the commission for the unexpired portion of that member's term and until a successor has been appointed. Current and future members of the commission may seek reappointment to the commission upon the expiration of their terms.

E. Vacancies and Removal

Any member of the commission who fails to attend three consecutive commission meetings without good cause shall be considered automatically removed from the commission and a vacancy shall be deemed to have occurred. This Board shall be the sole judge as to whether good cause is shown. A Water Commissioner shall be considered a county officer within the meaning of Section 1770 of the Government Code of the State for determining when a vacancy occurs other than as provided above.

Any member of the commission may be removed by this Board with the approval of three members of this Board. A decision on whether to remove a commissioner shall only be made by vote of this Board during a regular public meeting of this Board.

Upon the creation of a vacancy on the commission, and two months prior to the expiration of the term of office of a commission member, the Board Clerk shall notify the public by news release, publication and other means that this Board is seeking qualified applicants to serve on the commission. Applicants shall submit their names, addresses and telephone numbers along with brief resumes of their qualifications and experience to the Board Clerk within the time period specified by the Board Clerk. This Board shall endeavor to appoint, or to reappoint, commissioners within thirty days after the close of the period for submitting applications.

F. Terms of Office

A vacancy that occurs other than by the expiration of a term shall be filled by appointment of this Board for the unexpired portion of the term. Terms shall expire at midnight on December 31, however, members may continue to serve on the commission after the expiration of their terms until this Board has appointed a successor.

G. Compensation

Members of the Water Commission shall receive $75.00 per commission meeting, and per attendance at any water related meeting, conference or seminar, unless otherwise authorized by order of this Board, plus reimbursement for mileage, traveling and other expenses usually allowed by the County. Compensation paid to any one member for attending meetings of the commission (exclusive of reimbursement for travel, mileage and other expenses) shall not exceed $2,000.00 in any one fiscal year without prior approval of this Board.

H. Chairman and Vice-Chairman

At its first meeting in each calendar year, the Water Commission shall elect for a term of one year a chairman and a vice-chairman from among its members. In the event of a vacancy in the office of chairman or vice-chairman, the Water Commission may elect one of its members to fill such vacancy for the remaining unexpired portion of the term.

I. Meetings

The commission shall hold such regular meetings at such times and in such locations as is determined by the commission members. Regular meetings shall be conducted at least every two months unless the commission members determine that a meeting within a two-month period is not necessary. The commission may hold such additional and special meetings as may be called by the commission chairman or by any three members of the commission upon seventy-two hours' notice by the secretary of the commission and after giving any required notice to such newspapers, radio stations and television stations as have made written request for such notice.

J. Expenditures

The expenditures of the commission shall be within the amount appropriated for that purpose by this Board, which shall determine and provide the funds necessary for the commission's work.

K. Procedural Requirements

The commission shall adopt rules for the transaction of business and shall keep minutes of its meetings, transactions, findings and determinations, which records shall be public records as may be required by law. A quorum shall be three members; however, action on any matter before the commission may only be by majority vote of the five members of the commission.

L. Conflict of Interest

A member of the Water Commission who believes that he or she has a conflict of interest concerning an item before the commission shall disqualify himself or herself from

discussing the item or voting on the item and shall not in any way attempt to influence the vote on the item. In the event that the County Counsel, or another authority legally empowered to make such a determination, deems that a member of the Water Commission has a conflict of interest concerning an item before the commission, the commission member shall not participate in discussion of the item, vote on the item, or in any way attempt to influence the outcome of a vote on the item.

M. Advisory Committee

After consultation with the Water Commission, this Board may establish an advisory committee or committees to assist the commission in its consideration of any item upon which it is to make a recommendation to this Board. This Board shall appoint the members of any advisory committee or committees.

SECTION IV. Inyo County Water Department

A. Purpose

The purpose of the Inyo County Water Department is to assist in the implementation of the County Policy on Extraction and Use of Water, the Agreement, FEIR MOU and Ordinance 1004 as set forth below.

1. Monitor the environment of the Owens Valley and, with the Water Commission, the Board of Supervisors, the Technical Group and the Standing Committee, manage the valley's water resources in accordance with the provisions of the Agreement.

2. Coordinate for the County the implementation and oversight of all activities and projects, including enhancement/mitigation projects, in or arising from, the Agreement, the FEIR and the MOU. This responsibility does not extend to those activities, programs and projects that have been expressly delegated by this Board to other County departments.

3. Evaluate, the hydrogeological and related environmental impacts of any proposed transfer or transport of water regulated by Ordinance 1004, and based upon the evaluation, identify and develop recommended mitigation measures, proposed project conditions, a monitoring, groundwater management and/or reporting program, and proposed findings, and, following review and revision by the commission, submit the recommendations to the County Planning Commission.

4. Conduct scientific and other research related to the County's water resources.

5. Serve as staff to the Inyo County Water Commission.

6. Remain informed and educated about issues relating to water resources and informing and educating the public about such issues.

7. Maintain a water resources library and research center.

8. Advise this Board and others concerning the potential effects on the County's water

resources of proposed decisions, activities, projects, legislation and administrative actions and becoming involved, as may be directed by this Board, in such decisions, activities, projects, legislation and actions.

B. Staff

The staff of the Inyo County Water Department shall consist of a department director appointed by this Board and of such other staff, consultants and contractors as may be approved by this Board.

SECTION V. Inyo County Public Works Department

The implementation of the provision of the Agreement for the Transfer of the Town Water Systems is delegated to the Inyo County Public Works Department. This Board will appoint community-based committees to assist in the implementation of this provision.

SECTION VI. Inyo County Planning Commission and Inyo County Planning Department

The implementation of the provision of the Agreement for the Release of City Owned Lands (Section XV) is delegated to the Inyo County Planning Commission and Planning Department. This Board will appoint community-based committees to assist in the selection of lands for release. The Planning Commission is to develop and submit recommendations to this Board identifying the lands that Inyo County will request Los Angeles to release pursuant to the Agreement.

SECTION VII. Inyo County Department of Parks and Recreation.

The implementation of the provision of the Agreement for Park Rehabilitation, Development and Maintenance is delegated to the Department of Parks and Recreation (Section XIV.B). The Department of Parks and Recreation is directed to work with this Board in determining the activities and projects that will be implemented pursuant to this section of the Agreement.

SECTION VIII. Funding and Expenditures

A. Funding Administration

Pursuant to the Long Term Agreement, DWP is obligated to provide funding to the County for "Water and Environmental Activities," "Salt Cedar Control," "Parks Rehabilitation and Development," and "Maintenance of Parks and Recreation." The pertinent provisions of the Long Term Agreement state that funding received from DWP for these purposes is to be placed in trust by the County, the funding may only be used by the County for the purposes for which the funding is provided, and any unused funding is to accumulate from year to year. In addition, by action of the Inyo/Los Angeles Standing Committee, DWP may provide funding to the County for the costs of cooperative studies.

Any funding provided to the County by DWP for the purposes described above shall be administered and expended in accordance with the provisions of the Long Term Agreement, or in accordance with the conditions placed upon funds for cooperative studies by the Standing Committee. The County shall apply to all such funds, budgeting and accounting procedures that

conform with the California Government Code, including but not limited to sections 29900 through 29093, other applicable laws, the State Controller's Accounting Standards and Procedures for Counties, pronouncements of the Governmental Accounting Standards Board and "Generally Accepted Accounting Principles."

B. Water and Environmental Activities

Under present policy, any funding provided by DWP to the County pursuant to Section XIV.C of the Agreement (Water and Environmental Activities), and any funds received from County and non-County sources for services rendered by the Water Department or for use of Water Department facilities, equipment or materials, is placed by the Auditor-Controller in a "Water Projects Fund." Funding received for these purposes will continue to be placed in the Water Projects Fund unless otherwise directed by the Board of Supervisors with the approval of the Auditor-Controller.

Unless otherwise directed by this Board, any funding provided by DWP to the County pursuant to Section XIV.C of the Agreement (Water and Environmental Activities) shall be expended only for the purpose of funding the operation and maintenance and related activities of the Water Department. If it is determined by this Board that such funding is to be used for other than these purposes, such a determination shall be accompanied by a finding of this Board that the intended use is consistent with the provisions of the Long Term Agreement.

The Water Projects Fund, or any successor fund repository, shall be the source of funding for the operation and maintenance of the Water Department. All expenditures of the Water Department shall be within the amounts contained in the annual Water Department budget approved by this Board. Any unexpended monies in the Water Department budget shall remain in Water Projects Fund at the conclusion of a fiscal year so that money in this fund will accumulate from year to year. Interest earned on the money in the fund shall accrue to the fund.

C. Salt Cedar Control Fund

Funding provided to the County by DWP for the Water Department to conduct and administer Salt Cedar Control pursuant to Section XIV.A of the Agreement (Salt Cedar Control) shall be placed, upon receipt, in a "Salt Cedar Control Fund," or as otherwise may be directed by the Board of Supervisors with the approval of the Auditor-Controller. Monies in the fund shall only be appropriated into the Water Department's Salt Cedar Control budget, and shall only be expended on salt cedar control. Interest earned on monies in the fund shall accrue in the fund. Monies in the Salt Cedar Control Fund shall accumulate in this Fund from year to year.

D. Park and Recreation Maintenance

Funds provided to the County by DWP pursuant to Section XIV.B of the Agreement (Parks Rehabilitation, Development and Maintenance) for the operation and maintenance of existing and new parks, shall only be expended either on the operation or the maintenance of existing or new parks. These funds shall earn interest.

E. Parks Rehabilitation and Development

Funding provided to the County by DWP pursuant to Section XIV.B of the Agreement (Parks Rehabilitation, Development and Maintenance) for the development of new parks or the rehabilitation of existing parks shall only be expended on parks rehabilitation and/or eligible development projects. These funds shall earn interest.

F. Owens Valley Cooperative Studies Fund

Any funds provided to the County by DWP for the Water Department to conduct or administer cooperative studies shall be placed upon receipt in an "Owens Valley Cooperative Studies Fund," or as otherwise may be directed by the Board of Supervisors with the approval of the Auditor-Controller. Monies in this fund shall only be appropriated into the Water Department's Cooperative Studies Budget, and shall only be expended on the cooperative study for which the funding is appropriated unless otherwise agreed by the Standing Committee. Interest earned on the monies in the fund shall accrue in the fund. Monies in the Owens Valley Cooperative Studies Fund shall accumulate in this fund from year to year. Any funds provided by DWP that remain in this fund at the end of a fiscal year shall be available for use during succeeding fiscal years as may be directed by the Standing Committee or by DWP.

G. Funding for the Lower Owens River Project

Any funds provided to the County for the Water Department to conduct, plan, administer or participate in the Lower Owens River Project shall be administered as required by the provider of the funds, and shall be only expended on the Lower Owens River Project unless otherwise agreed by the provider of the funds. Interest earned on any monies provided for this purpose shall accrue to these funds unless otherwise agreed by the provider of the funds.

H. Funding for Special Projects

Any funds provided to the County for the Water Department to conduct, administer or participate in special projects shall be administered and expended as required by the provider of the funds, unless otherwise agreed by the provider of the funds. Any funds that remain at the conclusion of the special project, for which the funding was received, shall be returned to the provider of the funds upon request unless otherwise agreed by the provider.

SECTION IX. Board of Supervisors

A. Supervision of Implementation of County Water Policy

This Board shall be responsible for, and shall direct, the implementation of the County Policy on Extraction and Use of Water and the County's implementation of the Agreement, FEIR, and MOU and of Ordinance No. 1004. In exercising this authority, this Board shall consider any recommendations of appropriate commissions and staff, and the views of the public and others.

B. Determination of Inyo County Standing Committee Vote

Two members of this Board shall be designated by this Board to serve on the Standing Committee. As provided by Section II of the Long Term Agreement, the County and the City of Los Angeles each have only one vote on the Standing Committee. This Board shall determine the County's position on any item to be voted upon by the Standing Committee.

SECTION X. Technical Group

The County's permanent representatives on the Technical Group shall be members of the staff of the Water Department. The County Administrator and/or representatives of other County departments or agencies and/or consultants to the County also shall represent the County in the Technical Group when such representation is necessary and appropriate.

SECTION XI. Standing Committee

The County's representatives to the Standing Committee shall be two members of this Board, two members of the Water Commission, the County Administrator, the County Counsel and the Director of the Water Department. A member of the staff of the Water Department shall serve as the secretary to the Standing Committee whenever the Standing Committee meets in Inyo County. Representatives of other County departments and agencies may appear before the Standing Committee as necessary and appropriate.

SECTION XII. Legislative Coordination

The Director of the Water Department, in coordination with the County Administrator and the County Counsel, shall, with direction from this Board, coordinate with Los Angeles and DWP on legislation as provided in the Agreement.

Passed and adopted this 27th day of July 1999, by the following vote.

AYES: Supervisors Hambleton, Arcularius, Bear, Lent

NOES: Supervisor Dorame

ABSTAIN: 0

ABSENT: 0

Carroll M. Hambleton Jr.

Carroll M. Hambleton Jr.
Chairman, Inyo County Board of Supervisors

ATTEST: Clerk of the Board

by Patricia Gunsalley
Deputy

Resolution No. 2025-27

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS MODIFYING RESOLUTION 99-43 TO EXPAND THE WATER COMMISSION'S DUTIES AND AUTHORITY TO INCLUDE REVIEWING AND DECIDING UPON APPLICATIONS FOR A WATER TRANSFER OR TRANSPORT PERMIT PURSUANT TO ORDINANCE 1320

WHEREAS, on October 27, 1998, Ordinance 1004 (Chapter 18.77 of the Inyo County Code) became effective. The purpose of Ordinance 1004 was to regulate the transfer or transport of water from groundwater basins located wholly or partially within Inyo County; and

WHEREAS, Resolution 99-43 was thereafter adopted to affirm a policy concerning the extraction and use of Inyo County's Water Resources, establishing policies and procedures to implement said policy, and to govern the County's performance of its duties and responsibilities under the Inyo County / Los Angeles Long Term Water Agreement, final Environmental Impact Report, Memorandum of Understanding and Ordinance No. 1004; and

WHEREAS, subsequent to the effective date of Ordinance 1004, California law was clarified to confirm that counties have the power to regulate the transfer or transport of groundwater under the county's general police power, separate and independent from a county's zoning regulatory authority; and

WHEREAS, the Inyo County Board of Supervisors updated and continued the regulation of the transfer or transport of water from groundwater basins located wholly or partially within Inyo County via Ordinance 1320 under the County's general police power separate and independent of the County's zoning regulatory powers; and

WHEREAS, the Inyo County Board of Supervisors desires to update the duties of the Water Commission, Water Department, and the Board, set forth in Resolution 99-43 to be consistent with Ordinance 1320.

//

NOW, THEREFORE, in consideration of the circumstances described above, **BE IT RESOLVED** by the Inyo County Board of Supervisors as set forth below.

SECTION I. Inyo County Resolution 99-43 Part 2 Section III.A is hereby modified in its entirety as follows:

"Section III. Inyo County Water Commission

A. Purpose

The purpose of the Inyo County Water Commission is to assist in the implementation of the County Policy on Extraction and Use of Water, Agreement, FEIR, MOU and Ordinance 1320 as set forth below.

1. Remain informed and educated about issues relating to water resources.

2. Receive, hear and decide every application for a water transfer or transport permit as required by Ordinance 1320.

3. Conduct meetings to inform and educate the public about, and to solicit public opinion on, all issues, decisions, projects, programs and activities arising out of, or associated with, the Agreement, the FEIR, the MOU, and the transfer and transport of water regulated by Ordinance 1320.

4. Continuously review implementation of the Agreement, the FEIR, the MOU, and any transfer or transport of water regulated by Ordinance 1320 and submit periodic written recommendations or advice to this Board, together with reports on the views of the public, concerning issues, decisions, projects, programs and activities arising out of, or associated with, the implementation of the Agreement, the FEIR, the MOU, and any transfer or transport of water regulated by Ordinance 1320. At least every six months, the commission shall submit written recommendations, advice and reports to the Board, and/or present such recommendations, advice and reports to the Board at a workshop.

5. Serve, as required by Section 15.12.040 of the Inyo County Code, as the environmental review board and lead environmental agency for the purpose of the California Environmental Quality Act on all projects permitted, carried out, approved, funded or processed by the Water Department. Such projects include, but are not limited to, the Lower Owens River Project, enhancement/mitigation projects undertaken pursuant to the Long Term Agreement, mitigation projects adopted in the FEIR, groundwater pumping by the City of Los Angeles under the Long Term Agreement, , applications for a water transfer or transport permit as required by Ordinance 1320, and salt cedar control, other invasive plant control, and weed control undertaken pursuant to the Long Term Agreement. The environmental responsibilities of the Commission do not include serving as the environmental

review board or lead agency in regard to the release of any land pursuant to the Long Term Agreement, the rehabilitation and development of parks pursuant to the Long Term Agreement, or the transfer of town water systems under the Long Term Agreement.

6. Conduct meetings, as may be requested by this Board, inform and educate the public about, and to solicit public opinion on, water resource issues and decisions which arise outside of the Agreement, the FEIR, and the MOU;

7. Submit, as may be requested by this Board, recommendations or advice, together with reports on the views of the public, concerning water resource issues and decisions which arise outside of the Agreement, the FEIR, the MOU and Ordinance 1320;

8. Designate two members of the commission to serve on the Standing Committee.

9. The responsibilities of the Water Commission do not extend to the implementation of the provisions of the Agreement for the Transfer of the Town Water Systems (Section XI) the Release of City Owned Lands (Section XV of Resolution 99-43), nor to the implementation of provisions of the Agreement for Park Rehabilitation, Development, and Maintenance (Section XIV. B of Resolution 99-43). These responsibilities are delegated to other commissions and departments of the County as set forth in Resolution 99-43.

10. For informational purposes, the Water Commission is to receive copies of any status reports concerning these activities that may be presented to the Board of Supervisors."

SECTION II. Inyo County Resolution 99-43 Part 2 Section IV.A is hereby modified as follows:

"A. Purpose
The purpose of the Inyo County Water Department is to assist in the implementation of the County Policy on Extraction and Use of Water, the Agreement, FEIR MOU and Ordinance 1320 as set forth below."

SECTION III. Inyo County Resolution 99-43 Part 2 Section IV.A.3 is hereby modified as follows:

"3. Carry out those duties as expressly set forth in and reasonably inferred by the requirements of Ordinance 1320."

//
//
//

SECTION IV. Inyo County Resolution 99-43 Part 2 Section IX.A is hereby modified as follows:

"SECTION IX. Board of Supervisors

A. Supervision of Implementation of County Water Policy

This Board shall be responsible for, and shall direct, the implementation of the County Policy on Extraction and Use of Water and the County's implementation of the Agreement, FEIR, and MOU and of Ordinance 1320. In exercising this authority, this Board shall consider any recommendations of appropriate commissions and staff, and the views of the public and others."

SECTION IV. Any portion of Inyo County Resolution 99-43 not modified by this Resolution remains in full force and effect.

Section VI. A copy of Resolution 99-43 Sections III, IV, and IX, as amended by this Resolution, is attached hereto for convenience as Exhibit A.

PASSED AND ADOPTED this __th day of July, 2025, by the following vote of the Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Scott Marcellin, Chair
Inyo County Board of Supervisors

ATTEST:

Nate Greenberg, Board Clerk

By _____
Darcy Ellis,
Assistant Board Clerk

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

July 8, 2025

Reference ID:
2025-496

40 Acres Community Wildfire Protection Plan Workshop and Resolution

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Kristen Pfeiler, Wildfire Preparedness Coordinator	Kristen Pfeiler, Wildfire Preparedness Coordinator

RECOMMENDED ACTION:

A) Receive a presentation from the 40 Acres Fire Safe Council about the 40 Acres Community Wildfire Protection Plan; and B) approve Resolution No. 2025-28 titled, "A Resolution of the Board of Supervisors of the County of Inyo Supporting the 40 Acres Community Wildfire Protection Plan," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The 40 Acres Community Wildfire Protection Plan (CWPP), finalized in 2023, outlines a community-specific wildfire risk assessment and mitigation strategy for the 40 Acres community in Round Valley. Funded by a California Department of Forestry and Fire Protection (CAL FIRE) grant with Whitebark Institute as the fiscal sponsor in 2021, the plan was developed under the Healthy Forest Restoration Act (2003), which requires collaboration among local, state, and federal agencies and emphasizes community engagement. The CWPP was approved by CAL FIRE, the local fire department, and the County.

Collaborative Development

The plan was led by the 40 Acres Fire Safe Council and Whitebark Institute, with support from the California Department of Forestry and Fire Protection (CAL FIRE), Bureau of Land Management (BLM), Inyo National Forest (INF) , Los Angeles Department of Water and Power (LADWP), Southern California Edison (SCE), and Inyo County Office of Emergency Management (OEM). Community input was gathered through surveys, site demonstrations and walk-throughs, and public meetings to ensure the plan reflects local priorities and conditions.

Current Wildfire Risk Context

40 Acres faces significant wildfire risk due to its location at the base of Pine Creek Canyon, where high wind events are common. Dense riparian vegetation, irrigation channels, and nearly 1,000 trees create high fuel loads. The community is adjacent to areas impacted by major fires, including the 2015 Round Fire, which burned 7,000 acres and destroyed 40 homes nearby.

Risk Assessment Findings

SWCA Environmental Consultants conducted a localized risk assessment using fire behavior modeling

and on-site surveys. Unlike CAL FIRE's broader hazard zones, this analysis included local factors like fire response times, Wildland-Urban Interface (WUI) extent, and highly valued resources. These inputs helped shape the plan's priority treatments.

Plan Prioritization and Recommendations
The CWPP prioritizes fuels reduction, defensible space, and vegetation management along high-risk corridors such as the irrigation channel. It aligns with the 2024 Inyo County CWPP and the 2017 Multi-Jurisdictional Hazard Mitigation Plan, positioning the community for future implementation and funding opportunities.

Public and Interagency Engagement
Outreach included public meetings in July and October 2022, surveys, and community site visits. The planning process strengthened coordination among agencies, responders, and residents, creating a foundation for ongoing collaboration.

Next Steps
Staff recommends the Board formally support the CWPP, back implementation efforts with partners, and pursue funding to advance priority mitigation projects.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board can recommend edits to this plan, as it is meant to be an iterative document. Your board can also choose not to sign in support of the plan. However, as the Community Wildfire Protection Plan (CWPP) is required to be approved by the local fire department (Bishop Rural Fire Protection District), local government (County), and state fire agency (CALFIRE), not signing could limit funding and cross-jurisdictional alignment related to projects outlined in this plan.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

40 Acres Fire Safe Council

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Climate Resilience and Natural Resource Protection
High Quality Services I Public Safety and Emergency Response

APPROVALS:

Kristen Pfeiler	Created/Initiated - 6/18/2025
Darcy Israel	Approved - 6/19/2025
Kristen Pfeiler	Approved - 6/19/2025
John Vallejo	Approved - 6/24/2025
Nate Greenberg	Final Approval - 6/27/2025

ATTACHMENTS:

1. 40 Acres Community Wildfire Protection Plan
2. Community Wildfire Protection Plan Resolution

APRIL 2023

40 ACRES

COMMUNITY WILDFIRE PROTECTION PLAN

Working together to build fire adapted communities, resilient to wildfire



WILDLAND FIRE ASSOCIATES

SWCA® ENVIRONMENTAL CONSULTANTS

Funding for this project was provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program.

We would like to formally thank the Core Team and all stakeholders, notably 40 Acres Fire Safe Council and CAL FIRE (Bishop Station), for contributing their time and expertise throughout the planning process. Your participation has contributed to creating resilient landscapes, implementing public education, reducing structural ignitability, and ensuring safe and effective wildfire response.

Funding for this project was provided by the California Department of Forestry and Fire Protection (CAL FIRE) through the California Climate Investments Fire Prevention Grants.

For additional information, questions, or concerns regarding this project, please contact Project Manager Victoria Amato at vamato@swca.com.

For all your planning and implementation needs, please visit www.swca.com.

SWCA®
ENVIRONMENTAL CONSULTANTS

The entities listed below participated in the development of and/or reviewed and are in support of the 40 Acres Community Wildfire Protection Plan:

Signature	**Signature**
Name (printed)	**Name (printed)**
Date	**Date**
Agency /Position (printed)	**Agency /Position (printed)**

Signature	**Signature**
Name (printed)	**Name (printed)**
Date	**Date**
Agency /Position (printed)	**Agency /Position (printed)**

Signature	**Signature**
Name (printed)	**Name (printed)**
Date	**Date**
Agency /Position (printed)	**Agency /Position (printed)**

Signature	**Signature**
Name (printed)	**Name (printed)**
Date	**Date**
Agency /Position (printed)	**Agency /Position (printed)**



CONTENTS

Executive Summary ..... **v**
Chapter 1 – Introduction **1**
Goal of a Community Wildfire Protection Plan 2
Alignment With the National Cohesive Strategy 2
Alignment with Plans and Agreements 4
Core Team 4
Planning Area 4
Land Ownership 4
Public Involvement 6
Chapter 2 – Fire Environment **7**
Wildland Urban Interface 7
WUI Land Use 9
Fuels and Topography Within the WUI 11
Fire Regimes 13
Shrubland and Grasses 13
Riparian Vegetation 13
Climate and Weather Patterns 14
Fire History 15
Past Fire Management Policies and Land Management Actions 15
Recent Fire Occurrence 16
Future Challenges 20
Fire Response Capabilities 21
Chapter 3 – Risk-Hazard Assessment **23**
Purpose 23
Field-based Community Hazard Assessments 24
Composite Risk-Hazard Assessment Inputs 26

Fire Behavior Modeling 26
Fire Behavior Models 27
Fire Behavior Model Inputs 27
Fire Behavior Model Outputs 29
Composite Risk-Hazard Assessment Results 33
Values at Risk 36
Natural Values at Risk 37
Socioeconomic Values at Risk 38
Cultural Values at Risk 39
Chapter 4 – Mitigation Strategies 41
Cohesive Strategy Goal 1: Restore and Maintain Landscapes 41
Recommendations for Hazardous Fuel Reduction 44
Cohesive Strategy Goal 2: Fire-Adapted Communities 51
Recommendations for Public Education and Outreach 51
Recommendations for Reducing Structural Ignitability 52
Cohesive Strategy Goal 3: Wildfire Response 57
Recommendations for Improving Fire Response Capabilities 57
Chapter 5 – Monitoring and Evaluation 61
Fuels Treatment Monitoring 62
Implementation 64
CWPP Evaluation 64
Timeline for Updating the CWPP 66
References 79

APPENDICES

Appendix A: CWPP Planning Process and Background
Appendix B: Community Background Information
Appendix C: Additional Mapping
Appendix D: Community and Parcel Descriptions and Hazard Ratings
Appendix E: Forms
Appendix F: Funding Sources
Appendix G: Homeowner Resources
Appendix H: Project Outreach
Appendix I: Project Recommendations
Appendix J: Fuel Treatment Types and Methods
Appendix K: Post-fire Response and Restoration

FIGURES

Figure 1.1. The CWPP incorporates the three primary goals of the Cohesive Strategy and post-fire recovery and serves as a holistic plan for fire prevention and resilience. 3
Figure 1.2. 40 Acres land ownership. 5
Figure 2.1. 40 Acres WUI delineation. 8
Figure 2.2. Example of the WUI in 40 Acres (1 of 2). 10
Figure 2.3. Example of the WUI in 40 Acres (2 of 2). 10
Figure 2.4 CAL FIRE's fire hazard severity zones. 12
Figure 2.5. Monthly climate normal for the Bishop Airport weather station for 1991 through 2020. 15
Figure 2.6. Historic fire perimeters for 40 Acres from 1923 through 2021. 17
Figure 2.7. Decadal wildfire frequency in 40 Acres (and 20-mile buffer) based on fire history data from 1923 through 2021. 18
Figure 2.8. Fire size statistics per decade for 40 Acres (and 20-mile buffer) based on fire history data from 1923 through 2021. 18
Figure 2.9. Acres burned per decade for 40 Acres (and 20-mile buffer) based on fire history data from 1934 through 2021. 19
Figure 2.10. Monthly fire frequency in 40 Acres (and 20-mile buffer) based on data from 1934 through 2021. 19
Figure 2.11. Fire causes for 40 Acres (and 20-mile buffer) from 1934 through 2021 20
Figure 3.1. Effect of topography on fire behavior. 30
Figure 3.2. Composite Risk-Hazard Assessment breakdown. 32
Figure 3.3. Composite Risk-Hazard Assessment overlay process. 34
Figure 3.4. Composite Risk-Hazard Assessment. 35
Figure 3.5. Example of a natural VAR, public trails. 37
Figure 3.6. Example of a socioeconomic VAR, Pine Creek flume, which could be impacted by post-fire erosion and sedimentation. 38
Figure 4.1. Ongoing, planned, and proposed fuels treatments around 40 Acres. Note: the "CRL #" text refers to the Project ID in Table 4.1. 43
Figure 4.2. CEQA process for CalVTP implementation. 45
Figure 4.3. CalVTP treatable landscape. 46
Figure 4.4. The 7.2-acre fuel break on the west side of 40 Acres. 47

TABLES

Table 2.1. Climate Summaries for Weather Stations near 40 Acres 14
Table 3.1. Communities at Risk Ratings with Community Hazard Assessment Summary 25
Table 3.2. Fuel Model Classification for the Planning Area 28
Table 3.3. Risk Assessment Inputs, Sources, and Weights 33
Table 4.1. Recommendations to Create Resilient Landscapes (Fuel Treatments)* 49
Table 4.2. Recommendations for Creating Fire-Adapted Communities (Public Education and Reducing Structural Ignitability)* 53
Table 4.3. Recommendations for Safe and Effective Wildfire Response* 59
Table 5.1. Recommended Monitoring Strategies 62

This page intentionally left blank.

EXECUTIVE SUMMARY

WHAT IS THE PURPOSE OF THIS COMMUNITY WILDFIRE PROTECTION PLAN?

The purpose of the 2023 40 Acres Community Wildfire Protection Plan (CWPP) is to:

1. Provide a community-wide scale of wildfire risk and protection needs.
2. Protect human life from wildfire and reduce property loss due to wildfire throughout the community.
3. Bring together all the responsible wildfire management and suppression entities in the Planning Area to address the identified needs.
4. Provide a framework for future planning and implementation of necessary mitigation measures.

This CWPP aims to assist in protecting human life and reducing property loss due to wildfire throughout the community. This 2023 plan was compiled from reports, documents, and data developed by a wide array of contributors, including input from the Core Team and the public. This plan was compiled in 2022 and 2023 as 40 Acres' first CWPP and has been developed in response to the federal Healthy Forests Restoration Act of 2003 (HFRA).

The CWPP meets the requirements of the HFRA by addressing the following:

1. Having been developed collaboratively by multiple agencies at the state and local levels in consultation with federal agencies and other interested parties.
2. Prioritizing and identifying fuel reduction treatments and recommending the types and methods of treatments to protect at-risk communities and pertinent infrastructure.
3. Suggesting multi-party mitigation, monitoring, and outreach.
4. Recommending measures and action items that residents and communities can take to reduce the ignitability of structures.
5. Soliciting input from the public on the draft 40 Acres CWPP.

WHERE IS THE PLANNING AREA?

The Planning Area includes the entire community of 40 Acres and the surrounding area (Figure ES.1).

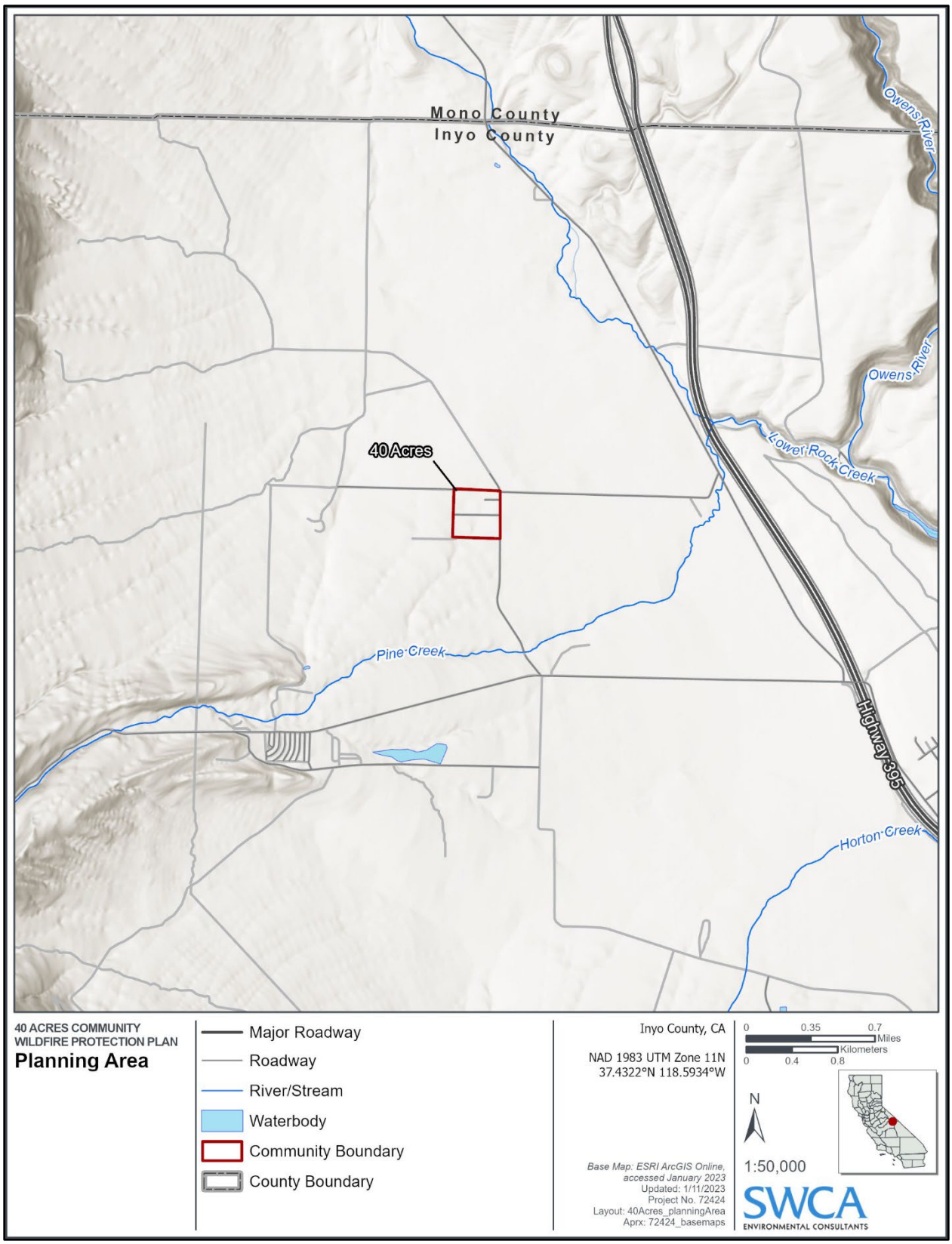


Figure ES.1. 40 Acres CWPP Planning Area.

WHAT ARE THE KEY ISSUES ADDRESSED?

Issues addressed in this CWPP include:

- Fuel treatment recommendations for land management agencies and homeowners to mitigate hazard and risk
- Prioritizing hazardous fuels reduction in the perimeter of the community and surrounding high-risk areas
- Ingress and egress issues, including evacuation routes and fire response access
- Increasing community capacity and participation to accomplish community wildfire protection and prevention objectives
- Public education and outreach to homeowners, including second-home owners and absentee homeowners, to enable individuals to reduce the risk of fire to their properties, particularly regarding defensible space implementation, structural hardening measures, and community pre-fire planning
- Constant and consistent messaging for residents and visitors concerning wildfire risks and mitigation strategies
- Investing and supporting fire response at all levels, including resources for local fire departments to increase capacity to serve the community
- Increasing public understanding of the fire response process
- Continuing to address wildfire issues across multiple jurisdictions
- Managing fire to protect values and accomplish resource management goals, including protection and enhancement of wildlife habitat, water supply and quality, and forest health
- Recent climate patterns and associated changes to the wildland fire environment
- Raising awareness about the natural role that fire plays in the ecosystem and maintaining resilient landscapes
- Disease and insect outbreaks associated with tree mortality

HOW IS THE PLAN ORGANIZED?

The CWPP provides a Risk-Hazard Assessment, action items, project recommendations, and background information about the community's wildland fire environment as well as land management plans and agencies. Most of the background information is housed in several appendices.

Chapter 1 provides a general overview of CWPPs, the Core Team, Planning Area, land ownership, and public involvement.

Chapter 2 presents an overview of the wildland-urban interface (WUI) and fire environment and specific information about vegetation and fire history as well as fire management and response.

Chapter 3 describes the Risk-Hazard Assessment, results of the assessment, and community values at risk.

Chapter 4 provides mitigation strategies in accordance with the National Cohesive Wildfire Strategy as well as post-fire protocols and rehabilitation strategies.

Chapter 5 presents monitoring strategies to assist in tracking project progress and in evaluating work accomplished.

Appendix A contains background information on the planning process steps; state, municipal, and federal wildfire policies and direction; past planning efforts; and an overview of current land management strategies.

Appendix B contains background information on the community including demographic and social information, land ownership, natural resources, climate and environmental information, and education and outreach programs.

Appendix C presents additional mapping.

Appendix D provides summary information on the community and parcel risk-hazard assessments for WUI communities.

Appendix E presents a sample form of the National Fire Protection Association (NFPA) Wildfire Fire Risk and Hazard Severity Form 1144.

Appendix F details funding opportunities.

Appendix G contains additional resources for community members, including a homeowner wildfire mitigation guide and a list of outside resources covering a variety of topics.

Appendix H presents information on public outreach and engagement with regard to this CWPP.

Appendix I houses project recommendations.

Appendix J outlines fuels treatment types and methods.

Appendix K contains information on post-fire response and recovery including response agencies, safety information, and post-fire treatment methods.

WHAT IS THE GOAL OF A CWPP?

The goal of a CWPP is to enable local communities to improve their wildfire-mitigation capacity, while working with government agencies to identify high fire risk areas and prioritize areas for mitigation, fire suppression, and emergency preparedness. Another goal of the CWPP is to enhance public awareness by helping residents better understand the natural- and human-caused risks of wildland fires that threaten lives, safety, and the local economy. The minimum requirements for a CWPP, as stated in the HFRA, are the following (Society of American Foresters [SAF] 2004):

- **Collaboration:** Local and state government representatives, in consultation with federal agencies or other interested groups, must collaboratively develop a CWPP.
- **Prioritized Fuel Reduction:** A CWPP must identify and prioritize areas for hazardous fuels reduction and treatments and recommend the types and methods of treatment that will protect one or more communities at risk (CARs) and their essential infrastructures.

- **Treatments of Structural Ignitability:** A CWPP must recommend measures that homeowners and communities can take to reduce the ignitability of structures throughout the area addressed by the plan.

HOW WAS THE 40 ACRES CWPP DEVELOPED?

A group of multijurisdictional agencies (federal, state, and local), organizations, and residents joined together as a Core Team to develop this CWPP. Several Core Team members have had many years of experience working in fire management in the community and surrounding areas and have contributed their expertise to this CWPP.

The CWPP planning process served multiple purposes. One purpose was to model and map wildfire risk. Another was to identify and map the many physical hazards throughout the Planning Area that could increase the threat of wildfire to communities. This mapping process allowed the Core Team to prioritize treatments tailored specifically for the community to reduce fire risk. The development of the 2023 CWPP also provided for public involvement where community members were highly engaged in providing input. Public meetings were convened to increase awareness and collect local input, and social media and online forums have allowed for further engagement. The CWPP planning process also brings together wildfire responders and land managers into a Core Team, providing opportunities to build lasting working relationships and encourage collaboration. By incorporating public and Core Team input into the recommendations, treatments are tailored specifically for the Planning Area. Overall, the 40 Acres CWPP emphasizes the importance of collaboration among multijurisdictional agencies and the public in developing fuels mitigation treatment programs to address wildfire hazards.

In addition, the 2017 Inyo County and City of Bishop Multi-Jurisdictional Hazard Mitigation Plan was consulted to develop this CWPP. Therefore, projects identified in this CWPP are in alignment with the wildfire-specific hazard mitigation actions identified in pages 110 and 111 of this plan (Inyo County and City of Bishop 2017).

WHO PARTICIPATED IN DEVELOPING THE PLAN?

The development of the 40 Acres CWPP was overseen by the 40 Acres Fire Safe Council. Representatives from various government agencies, including California Department of Forestry and Fire Protection (CAL FIRE), Bureau of Land Management (BLM), U.S. Forest Service (USFS), Los Angeles Department of Water and Power (LADWP), Southern California Edison, and Inyo County Office of Emergency Services, along with other community or organization representatives, served as the Core Team for this CWPP and drove the decision-making process. Several Core Team members have many years of experience working together in fire management for 40 Acres and have contributed their expertise to this CWPP.

WHAT WAS THE PUBLIC INVOLVEMENT?

The Core Team engaged in public outreach using community surveys, community visits, community live demonstrations and walkthroughs, and information distributed through emails. The Core Team met virtually on July 26, 2022, in person in Bishop on October 27, 2022, and with community members in 40 Acres on October 29, 2022. Feedback, comments, and suggestions received from community members during community events (e.g., meetings and walkthroughs), the community survey, and project recommendations review were synthesized and utilized to craft project recommendations for the 40 Acres

CWPP. Therefore, the project recommendations are specifically tailored to address the concerns and priorities of the community.

WHAT IS THE CURRENT WILDFIRE SITUATION?

The 40 Acres community is located in northwestern Inyo County in Round Valley. The community is on the lower extent of an alluvial fan to the northeast of Pine Creek canyon at an elevation of 4,600 feet. This geographic location is significant because of downslope winds off the Sierra Nevada immediately to the west and very strong winds out of Pine Creek canyon. In a typical year, four to 10 windstorms occur with gusts exceeding 50 mph. As a result of this topography and regional weather patterns, the community is particularly at risk of wind-driven wildfires approaching from the west, as well as ignitions within the community during windy weather.

40 Acres is surrounded by a sagebrush scrub plant community largely composed of big sagebrush (*Artemisia tridentata*), antelope bitterbrush (*Purshia tridentata*), rubber rabbitbrush (*Ericameria nauseous*), and a wide variety of understory forbs and grasses (Howald 2000). More recent terminology would describe the native vegetation as *Artemisia tridentata* Shrubland Alliance (California Native Plant Society n.d.). Vegetation density (and therefore fuel continuity) is relatively sparse because of the arid climate (an average of approximately 5–10 inches of annual precipitation). However, wind-driven embers can readily propagate fire through the scrubland.

An artificial channel that delivers water from Pine Creek to the community supports dense riparian vegetation. Live and dead fuel loads along this channel are quite high and could readily carry a fire from upstream into 40 Acres (Switzer and Umek 2022). This canal supplies water to nearly 1 mile of small irrigation channels serving all parcels within 40 Acres and supports relatively luxuriant vegetation throughout the community. 40 Acres is known as the “big green square of dense vegetation” observed in Round Valley when driving down the Sherwin Grade on Highway 395. The number of trees has been estimated at nearly 1,000, some of which are up to 60 feet tall. The abundant vegetation contributes to 40 Acres often being described as an oasis, with portions called a jungle.

WHAT RECENT FIRES OCCURRED HERE?

The 40 Acres community and surrounding environment consist of diverse landscapes that produce a complex wildfire setting due to variable topography, dead and downed vegetation, and an assortment of vegetation types. Recent large, severe wildfires include the 2015 Round Fire, which burned approximately 7,000 acres and destroyed 40 homes in Paradise and Swall Meadows 2 miles north of 40 Acres; the 1983 Rovana Fire; and the 2018 Pleasant Fire.

WHAT IS THE PURPOSE OF THE RISK-HAZARD ASSESSMENT?

The purpose of the risk assessment is to evaluate and provide information pertaining to the risk of wildland fires within the WUI of the 40 Acres community. The Risk-Hazard Assessment is twofold and combines a geographic information system (GIS) model of hazard based on fire behavior and fuels modeling technology (Composite Risk-Hazard Assessment) and a Core Team–generated assessment of on-the-ground community hazards and values at risk (VARs).

The risk assessment considers:

- Fire behavior modeling, which includes:
  - Fire history
  - Probability of fire occurring
  - Intensity of a fire if one occurs
- Exposure and susceptibility of the WUI and VARs to wildfire based on their locations

Due to its size, uniformity, and WUI location, the entirety of 40 Acres is rated as high risk.

HOW WAS THE RISK ASSESSMENT COMPLETED AND HOW DOES IT COMPARE WITH CAL FIRE'S FHSZS?

SWCA's risk assessment considers fire behavior characteristics (flame length, fireline intensity, rate of spread, and crown fire activity), fire history (occurrence and size), fire response times, the WUI (a proxy for residences and population), and highly valued resources and assets (HVRAs). In turn, the previously mentioned fire behavior components are generated by integrating several variables: vegetation (type, density, and condition), topography (aspect, slope, elevation), and weather (wind, temperature, and humidity). All these components are combined and evaluated to produce a comprehensive and integrated model of wildfire risk within and around the Planning Area. The final product of the risk assessment categorizes the landscape into four levels of risk: low, moderate, high, and extreme.

Comparably, CAL FIRE's fire hazard severity zones (FHSZs) are defined based on vegetation, topography, and weather, and represent the probability of an area burning and potential fire behavior in the area. Best available science and data are used by CAL FIRE to develop these zone delineations, with the new iteration of the FHSZs also accounting for land use changes, recent fire history, new wind data, and local climate data. FHSZs as classified as moderate, high, and very high and are delineated based on the average hazard present across the landscape (CAL FIRE 2022a).

The primary differentiator between SWCA's risk assessment and CAL FIRE's FHSZs is that CAL FIRE's FHSZs account only for hazard, while SWCA's risk assessment accounts for hazard and the likelihood of that hazard causing damage and/or harm (i.e., risk). Hazards are recognized as physical conditions influencing fire behavior across a given landscape, while risk identifies the potential damage a fire can have under baseline conditions (CAL FIRE 2022a). Similar to CAL FIRE's determination of FHSZs, SWCA's risk assessment considers hazards such as fire history and potential fire behavior (crown fire activity, rate of spread, flame length, and fireline intensity). However, SWCA's risk assessment also considers the extent of the WUI, response times (distance from fire stations), and distribution of HVRAs. While not categorized as a hazard, factors such as response times can increase susceptibility to wildfires (i.e., increase risk), whereas factors such as the WUI (a proxy for life and property) and HVRAs are features that are exposed to the previously mentioned hazards.

HOW WILL THE RISK ASSESSMENT IMPACT MY INSURANCE?

The wildfire risk assessment conducted for this CWPP is not intended to be used to determine insurance premiums of home and property. Insurance companies utilize their own wildfire risk assessments to write

and renew policies. Furthermore, a partnership between Insurance Commissioner Ricardo Lara and the California Governor's Office of Emergency Services, California Public Utilities Commission, and California Governor's Office of Planning and Research (CA GOPR) led to the development of the Safer From Wildfires initiative, which creates insurance incentives for implementing actions that increase home and community resilience to wildfire. This new wildfire safety regulation aims to make insurance more affordable while increasing public involvement in risk mitigation and awareness regarding local hazards (CDI 2022a). See Appendix A for more information on the Safer from Wildfires initiative (Appendix A).

Wildfire risk reduction actions identified in this CWPP (such as home hardening, creating defensible space, and community collaboration) are in alignment with the mitigation actions specified in the Safer from Wildfires initiative. Therefore, implementing actions to reduce wildfire risk, such as those identified in this CWPP, may support homeowners in qualifying for insurance discounts. Although the initiative is not yet fully implemented, several insurance companies are offering discounts (for more information visit: https://www.insurance.ca.gov/01-consumers/105-type/95-guides/03-res/Insurers-Currently-Offering-Discounts.cfm).

HOW IS MY COMMUNITY RATED?

A community-level assessment and a parcel-level risk assessment, summarizing information on hazard and risk for 40 Acres, are provided in this plan. A team from SWCA Environmental Consultants conducted on-the-ground community-level and parcel-level risk assessment surveys throughout the Planning Area between October 26 and 30, 2022, using the NFPA 1144 standard for assessing structure ignitability in the WUI. Using this standard provided a consistent process for assessing wildland fire hazards around existing structures to determine the potential for structure ignition from wildland fire ignitions.

The community-level and parcel-level assessments provide a total score of risk and hazard based on various parameters observed during the surveys, and corresponding descriptive ratings of low, moderate, high, or extreme are available in Appendix D.

WHAT ARE THE STRATEGIES TO ADDRESS WILDFIRE HAZARDS?

Goal 1 of the Cohesive Strategy and the Western Regional Action Plan is to **Restore and Maintain Landscapes**: Landscapes across all jurisdictions are resilient to fire and other disturbances in accordance with management objectives.

Recommendations for hazardous fuels treatments include:

- Fuel reductions along the perimeter of the community, including the continuance of proposed projects
- Vegetation treatments along ditches and creeks
- Fuel reduction efforts on private lands, including green waste disposal
- Interagency collaboration to facilitate project implantation
- Increasing community capacity to implement projects
- Increasing workforce (firefighting personnel) to carry out projects

Goal 2 of the Cohesive Strategy/Western Regional Action Plan is **Fire-Adapted Communities:** Human populations and infrastructure can withstand wildfire without loss of life and property.

Recommendations for public outreach/education and structural ignitability include:

- Developing and promoting wildfire education, including evacuation procedures
- Offering financial assistance for defensible space work to seniors and low-income individuals
- Improving defensible space and structural hardening
- Hosting community awareness events
- Involving second-home owners and absentee homeowners in wildfire education (defensible space and structure hardening measures)
- Conducting community walkthroughs with fire response organizations
- Addressing combustible debris and rubbish on private property
- Developing a community pre-fire plan

Goal 3 of the Cohesive Strategy/Western Regional Action Plan is **Wildfire Response:** All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions:

Recommendations for improving fire response capabilities include:

- Creating additional ingress and egress points
- Emergency notification improvements
- Identification of evacuation routes and shelter-in place locations
- Maintenance of dirt roads and trails around the community
- Expanding coverage of Alert California live cameras

WHAT DOES POST-FIRE RESPONSE AND RECOVERY INVOLVE?

There are many aspects to post-fire response recovery, including but not limited to the following:

- Returning home and checking for hazards
- Coordinating and mobilizing a group of teams in the community to respond to emergencies
- Rebuilding communities and assessing economic needs—securing the financial resources necessary for communities to rebuild homes, business, and infrastructure
- Restoring the damaged landscape—watershed restoration, soil stabilization, and vegetation planting
- Prioritizing the needs of vulnerable and disadvantaged communities during response and disaster recovery efforts
- Evaluating and updating disaster recovery plans every 5 years to respond to changing needs and characteristics of the community

- Coordinating with planning, housing, health, and human services, and other local, regional, or state agencies to develop contingency plans for meeting short-term, temporary housing needs of those displaced during a catastrophic wildfire event

HOW WILL THE PLAN BE IMPLEMENTED?

The CWPP does not mandate implementation of any of the recommendations, but the message throughout this document is that the greatest fire mitigation could be achieved through the joint actions of individual homeowners and local, state, and federal governments.

The recommendations for fuels reduction projects are general in nature; site-specific planning that addresses location, access, land ownership, topography, soils, and fuels would need to be employed upon implementation. Also, it is important to note that the recommendations are specific to WUI areas and are expected to reduce the loss of life and property.

In addition, implementation of fuels reduction projects must be tailored to the specific project and will be unique to the location depending on available resources and regulations. In an effort to streamline project implementation, this CWPP has identified the pertinent land management/ownership agencies associated with each recommendation. On-the-ground implementation of the recommendations identified in this CWPP will require the use of the action plan (recommendation matrices in Chapter 4) as well as an assessment strategy for completing each project.

WHO WILL LEAD THE IMPLEMENTATION OF THIS CWPP?

Implementation of most projects identified in this CWPP will require the collaboration and cooperation of multiple individuals and entities such as community residents, private organizations (such as LADWP), fire safe councils, and local, state, and federal agencies. However, to ensure that projects move forward, the plan will be governed by the 40 Acres Fire Safe Council with support from Inyo County's Wildfire Preparedness Coordinator.

WHEN DOES THE CWPP NEED TO BE UPDATED?

The CWPP should be treated as a living document to be updated annually or immediately following a significant fire event. The plan should continue to be revised to reflect changes, modification, or new information. These elements are essential to the success of mitigating wildfire risk throughout the community and will be critical in maintaining the ideas and priorities of the plan in the future. Chapter 5 provides an evaluation framework that can help guide the CWPP update process.

CORE TEAM LIST

Name	Organization
Kay Ogden	40 Acres Fire Safe Council
Kristina Justice	Bishop Volunteer Fire Department
Lance Rosen	BLM
Heather Stone	BLM
David Haas	CAL FIRE

Name	Organization
Carol Snow	CAL FIRE
Matt Edmiston	CAL FIRE
Steven Hynes	CAL FIRE
Kristen Pfeiler	Inyo County Wildfire Preparedness Coordinator
Mikaela Torres	Inyo County Office of Emergency Services
Carma Roper	Inyo County PIO
Cathreen Richards	Inyo County Planner
Matt Kingsley	Inyo County Supervisor, District 5
Jenn Roeser	Inyo County Supervisor, District 4
Chance Traub	USFS Inyo National Forest
Tim Bachman	Inyo County Sheriff's Office
Elsa Jimenez	LADWP
Frosty Matheiu	LADWP
Matthew Paruolo	Southern California Edison
Rich McCrea	Wildland Fire Associates
Tom Nichols	Wildland Fire Associates
Jeff Manley	Wildland Fire Associates
Holly Alpert	Whitebark Institute
Rick Kattelmann	Whitebark Institute
Victoria Amato	SWCA Environmental Consultants
Montiel Ayala	SWCA Environmental Consultants
Elizabeth Hitzfelder	SWCA Environmental Consultants
Tim Clute	SWCA Environmental Consultants

This page intentionally left blank.



CHAPTER 1 – INTRODUCTION

The United States is facing urgent forest and watershed health concerns. Indeed, the number of annual wildfires throughout the United States has been slightly increasing (58,100 in 2018 and 50,000 in 2019 vs. 59,000 each in 2020 and 2021). Similarly, the number of acres burned has been on the rise (Congressional Research Service [CRS] 2022). An average of 7 million acres is burned every year due to wildfire, more than doubling the annual average of acres burned in the 1990s (CRS 2022). Communities are seeing the most destructive wildfire seasons in history. In the last 5 years, the 2020 fire season had the most acreage impacted in a single year at 10.1 million acres, and 2017 was the second highest with 10 million acres (CRS 2022). These statistics demonstrate that wildfires are becoming larger and increasingly impactful.

The California's Forests and Rangelands 2017 Assessment states that California, like other western states, faces urgent issues concerning frequent and severe pest and wildfire events that are unprecedented. These events threaten the sustainability of ecosystems, the economic and environmental services they provide, and the built environment. These issues require reexamination of land and fire management policies and practices as human populations demand more from natural systems and climate change continues (California Department of Forestry and Fire Protection [CAL FIRE] 2018a).

The 2015 Round Fire illustrates the increasing risk of wildfire in the 40 Acres community. The Round Fire burned about 7,000 acres and destroyed 40 homes in Paradise and Swall Meadows 2 miles north of 40 Acres. This fire occurred in mid-winter during a severe wind event.

As wildfire severity increases, communities need a plan to help prepare for, reduce the risk of, and adapt to wildland fire events. Community wildfire protection plans (CWPPs) help accomplish these goals. A CWPP provides recommendations that are intended to reduce, but not eliminate, the extreme severity or risk of wildland fire.

The development of the 40 Acres CWPP has included meaningful collaboration among many local stakeholders including local, state, and federal officials, as well as other interested parties such as non-governmental stakeholders and private citizens. The planning process involves looking at past fires and treatments using the knowledge and expertise of the professional fire managers who work for the various agencies and governing entities in the Planning Area. Using this information, the CWPP identifies

the current local wildfire risks and needs that occur in the Planning Area, which is further supported with relevant science and literature from the western region of the United States.

In addition, this document, the 2023 40 Acres CWPP, reviews, verifies, and/or identifies potential new priority areas where mitigation measures are needed to protect from wildfire the irreplaceable life, property, and critical infrastructure in the Planning Area. However, this CWPP does not attempt to mandate the type and priority for treatment projects that will be carried out by the land management agencies and private landowners. The responsibility for implementing wildfire mitigation treatments lies at the discretion of the landowner; the 2023 40 Acres CWPP only identifies potential treatments and a suggested priority for these projects.

GOAL OF A COMMUNITY WILDFIRE PROTECTION PLAN

The goal of a CWPP is to enable local communities to improve their wildfire-mitigation capacity, while working with government agencies to identify high fire risk areas and prioritize areas for mitigation, fire suppression, and emergency preparedness. Another goal of the CWPP is to enhance public awareness by helping residents better understand the natural and human-caused risk of wildland fires that threaten lives, safety, and the local economy. The minimum requirements for a CWPP, as stated in the Healthy Forests Restoration Act of 2003 (HFRA), are the following (Society of American Foresters [SAF] 2004):

- **Collaboration:** State and local government representatives, in consultation with federal agencies or other interested groups, must collaboratively develop a CWPP.
- **Prioritized Fuel Reduction:** A CWPP must identify and prioritize areas for hazardous fuels reduction and treatments and recommend the types and methods of treatment that will protect one or more communities at risk (CARs) and their essential infrastructures.
- **Treatments of Structural Ignitability:** A CWPP must recommend measures that homeowners and communities can take to reduce the ignitability of structures throughout the area addressed by the plan.

It is the intent of this 2023 40 Acres CWPP to provide a community-wide scale of wildfire risk and protection needs, as well as bring together the responsible wildfire management and suppression entities in the area to support planning and implementation of the necessary mitigation measures. Additional information regarding the planning process is available in Appendix A.

ALIGNMENT WITH THE NATIONAL COHESIVE STRATEGY

The 2023 CWPP has been aligned with the National Cohesive Wildland Fire Management Strategy (Cohesive Strategy) and its Phase III Western Regional Action Plan by adhering to the nationwide goal "to safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and as a Nation, live with wildland fire" (Forests and Rangelands 2014:3).

The primary, national goals identified as necessary to achieving the vision are:

- **Restore and maintain landscapes:** Landscapes across all jurisdictions are resilient to fire-related disturbances in accordance with management objectives.

- **Fire-adapted communities:** Human populations and infrastructure can withstand a wildfire without loss of life and property.
- **Wildfire response:** All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions.

For more information on the Cohesive Strategy, please visit: https://www.forestsandrangelands.gov/documents/strategy/strategy/CSPhaseIIINationalStrategyApr2014.pdf

Alignment with these Cohesive Strategy goals is described in more detail in Chapter 4, Mitigation Strategies.

In addition to aligning with the Cohesive Strategy, the CWPP also incorporates information on post-fire recovery, the significant hazards of a post-fire environment, and the risk that post-fire effects pose to communities (Figure 1.1).



Figure 1.1. The CWPP incorporates the three primary goals of the Cohesive Strategy and post-fire recovery and serves as a holistic plan for fire prevention and resilience.

ALIGNMENT WITH PLANS AND AGREEMENTS

This CWPP is aligned with multiple local, state, and federal planning documents. These documents or agreements are summarized in Appendix A. In addition, fire policy and legislative direction are also summarized in Appendix A.

CORE TEAM

The development of the 40 Acres CWPP was overseen by the 40 Acres Fire Safe Council. Representatives from various government agencies—along with members of fire departments and local communities—formed a Core Team and participated in decision-making activities that led to the development of the 40 Acres CWPP. Stakeholder involvement is critical in producing a meaningful document that includes all collaborators' diverse perspectives. The Core Team drives the planning process in its decision making, data sharing, experience, and communication with community members who are not on the Core Team. The project was kicked off on June 28, 2022; the Core Team met for the first time on July 26, 2022; convened again on October 27, 2022; and met for the last time on February 15, 2023.

The Core Team list is provided in the Executive Summary.

PLANNING AREA

The Planning Area includes the entire community of 40 Acres and the surrounding area (refer to Figure ES.1 in the Executive Summary).

LAND OWNERSHIP

40 Acres itself is composed of privately owned land. Surrounding the community is land owned by the City of Los Angeles and federal land administered by the Bureau of Land Management (BLM) (Figure 1.2).

Additional details regarding the Planning Area, such as topography, weather, and vegetation are summarized in Appendix B.

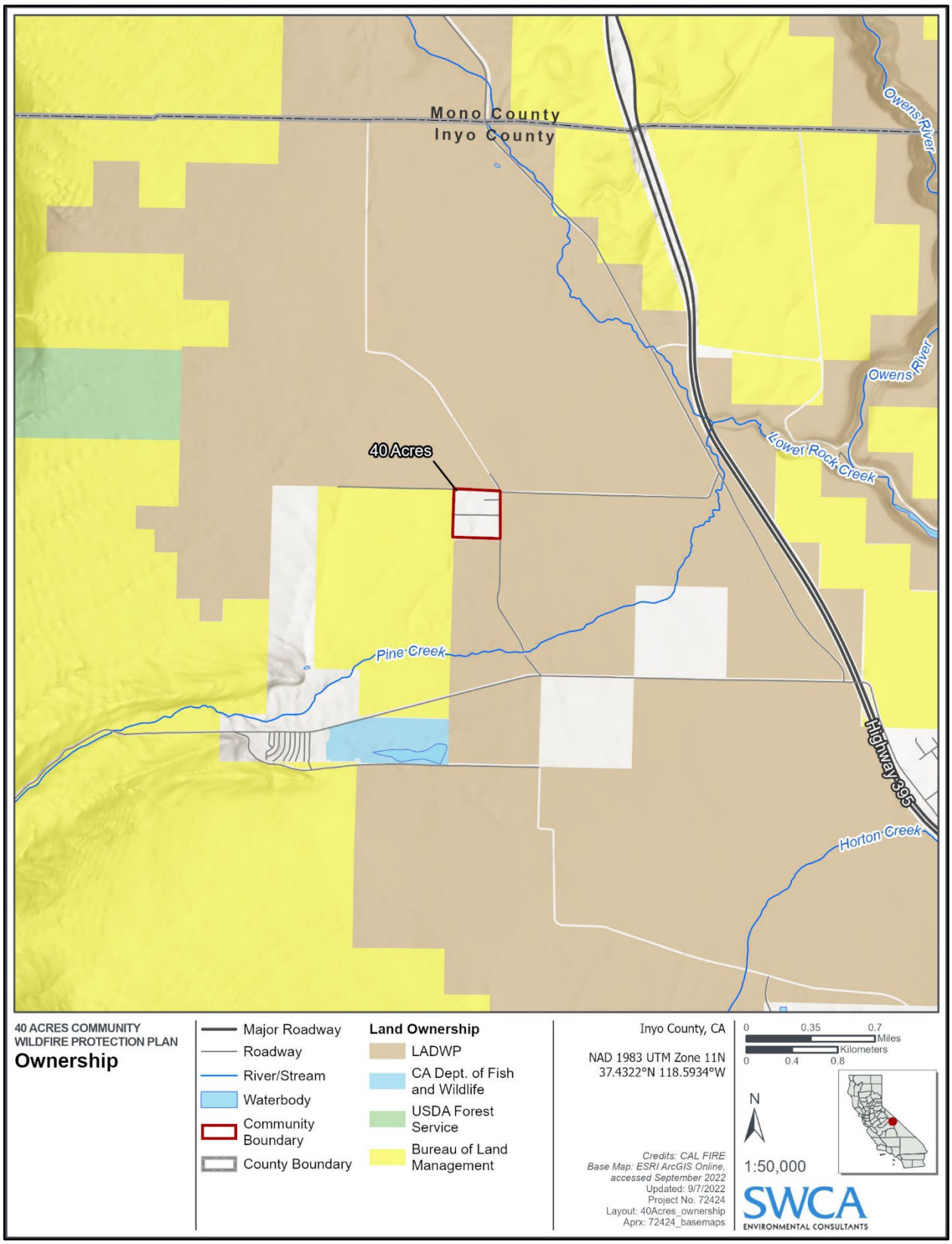


Figure 1.2. 40 Acres land ownership.

PUBLIC INVOLVEMENT

A key element in the CWPP process is the meaningful discussions it generates among community members regarding their priorities for local fire protection and forest management (SAF 2004). The draft CWPP was made available for public review from February 27, 2023, through March 27, 2023. In addition to the CWPP report, public meetings and events were held to gather community input. These efforts are described in detail in Appendix H.

Every effort was made to include a broad cross section of the community in the outreach process, and different communication channels were used to engage as many members of the public as possible (e.g., social media postings, email distributions, and in-person activities). All community members were welcomed and encouraged to participate in in-person activities such as the community event, community walkthrough, and home assessment demonstrations (home assessments were offered to all members). Moreover, all community members were provided multiple opportunities to provide input, such as the community survey, project recommendations review, and CWPP document review.

Recommendations for future community engagement and outreach are provided in Chapter 4, Table 4.4.

Public education and outreach programs are a common factor in virtually every agency and organization involved with the wildfire issue. Detailed information on these programs is provided in Appendix B.



CHAPTER 2 – FIRE ENVIRONMENT

WILDLAND URBAN INTERFACE

The wildland-urban interface (WUI) is composed of both interface and intermix communities and is defined as areas where human habitation and development meet or intermix with wildland fuels (U.S. Department of the Interior and U.S. Department of Agriculture [USDA] 2001:752–753). Interface areas include housing developments that meet or are in the vicinity of continuous vegetation. Intermix areas are those areas where structures are scattered throughout a wildland area where the cover of continuous vegetation and fuels is often greater than cover by human habitation.

In addition, the WUI has an area of influence, or influence zone. This area is described with respect to wildland and urban fire; it is an area with a set of conditions that facilitate the opportunity for fire to burn from wildland fuels to the home and or structure ignition zone (National Wildfire Coordinating Group [NWCG] 2021a).

A CWPP offers the opportunity for collaboration of land managers to establish a definition and a boundary for the local WUI; better understand the unique resources, fuels, topography, and climatic and structural characteristics of the area; and prioritize and plan fuels treatments to mitigate for fire risks. At least 50% of all funds appropriated for projects under the HFRA must be used within the WUI.

According to the HFRA, the WUI can be defined by a CWPP, and the standard HFRA definition is as follows:

- An area extending 1.5 miles from the boundary of an at-risk community.
    - In the event a strategic fuel project enhances community protection, the WUI boundary may extend beyond the traditional 1.5-mile buffer to include said areas where the strategic project would be completed. For example, sustained slopes and ridgelines may continue beyond the 1.5-mile buffer. However, it is still important that project work is completed in those high-risk areas. Therefore, the entire strategic Planning Area would be considered as WUI, not just the sections within the 1.5-mile buffer.

Given the fuels, topography, and wind patterns in the region, the Core Team collectively determined that the WUI encompass a 5-mile buffer around the 40 Acres community (Figure 2.1).

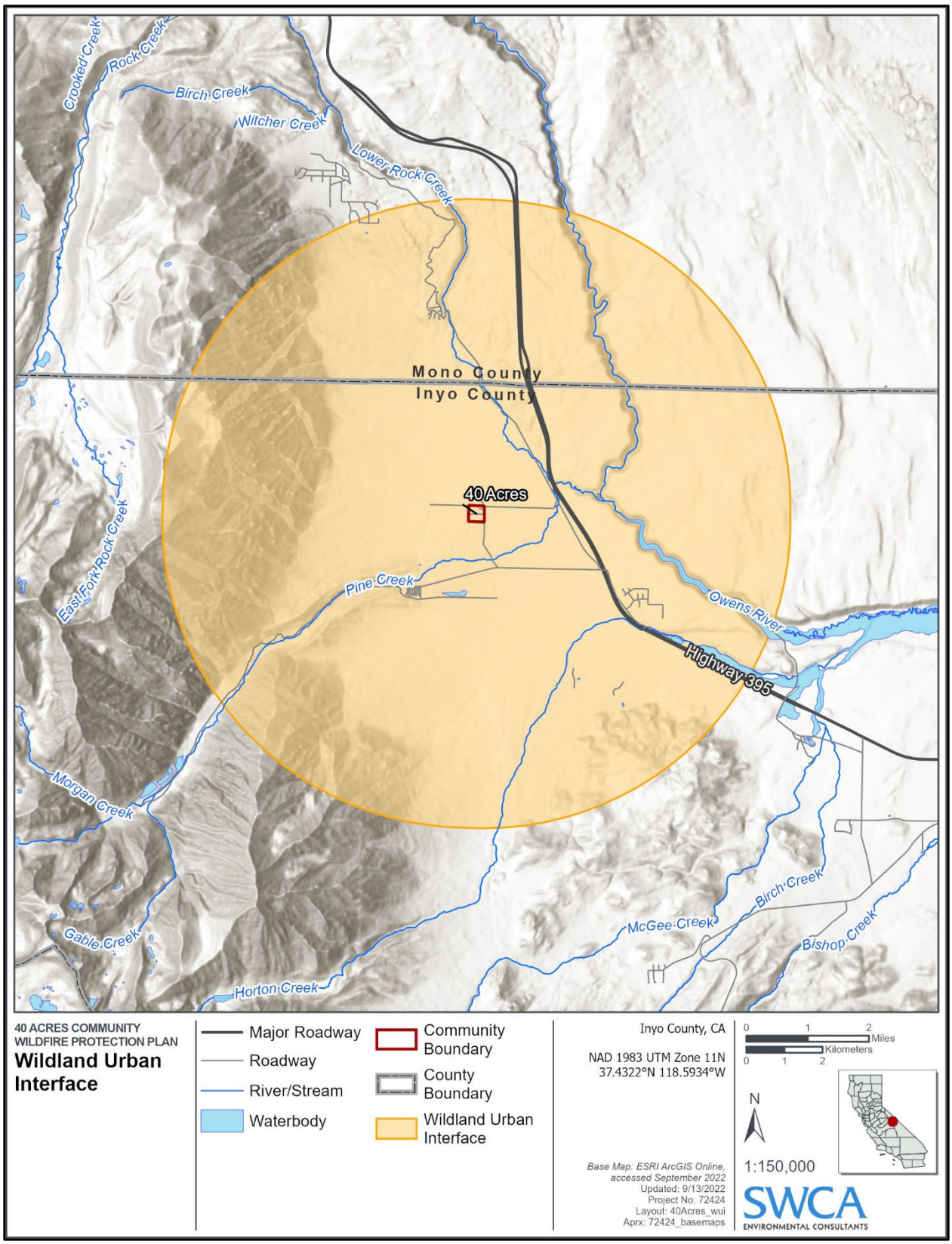


Figure 2.1. 40 Acres WUI delineation.

The WUI creates an environment in which fire can move readily between structural and vegetative fuels, increasing the potential for wildland fire ignitions and the corresponding potential loss of life and property. Human encroachment upon wildland ecosystems within recent decades is increasing the extent of the WUI throughout the country (Figures 2.2 and 2.3), which is having a significant influence on wildland fire management practices. Combined with the collective effects of aggressive suppression policies, resource management practices, land use patterns, climate change, and insect and disease infestations, the expansion of the WUI into areas with high fire risk has created an urgent need to modify fire management practices and policies and to understand and manage fire risk effectively in the WUI (Pyne 2001; Stephens et al. 2005). Mitigation techniques for fuels and fire management can be strategically planned and implemented in WUI areas, for example, with the development of defensible space around homes and structures.

WUI LAND USE

Cities and counties are continuously challenged to accommodate both current and future residents in need of safe and affordable housing. In California, approximately 180,000 homes need to be constructed annually to meet demand (California Department of Housing and Community Development 2018). Over the past few decades, jurisdictions across the state have approved many new housing units. These are often placed within or near to wildland areas, creating WUI conditions. Today, more than 46 million residences in 70,000 communities are at risk for WUI fires (U.S. Fire Administration [USFA] 2021a). When it comes to wildfire, this trend is of special concern since WUI conditions are linked with an increased risk of loss of human life, property, natural resources, and economic assets. According to the 2018 Strategic Fire Plan for California, “since the turn of the century there has been a steep increase in structures lost compared to the 1990s” (CAL FIRE 2018b).

Development in high or very high fire hazard areas is required to be constructed in a way that reduces the risk from fire hazards and meets all appropriate county and state fire standards. The requirement includes the use of fire-resistant materials produced to minimize fire susceptibility within high or very high fire hazard areas according to the 2001 California Fire Code, Fire Safe Regulations, and other standards. New development schemes must contain certain fire protection plans, codes, and actions for fire engineering components for buildings and structures in very high fire hazard zones.

The entirety of 40 Acres is designated as a WUI. Under the Inyo County Building Code, all new construction must comply with chapters of California Building Code applicable to Wildland-Urban Interface Fire Areas. All properties shall be maintained in accordance with defensible space requirements of the state (Inyo County Code: https://library.qcode.us/lib/inyo_county_ca/pub/county_code/item/title_14-chapter_14_08-14_08_140). In 40 Acres, only two undeveloped parcels remain. However, some existing structures may be torn down and replaced with new construction in the future.

The following sections describe important wildfire attributes within and around the WUI in the Planning Area.

Additional Fire Code information is described in Appendix A.



Figure 2.2. Example of the WUI in 40 Acres (1 of 2).



Figure 2.3. Example of the WUI in 40 Acres (2 of 2).

Appendix D houses a description and a hazard rating accompanied by a WUI delineation map for the community of 40 Acres. The WUI maps depict the entire WUI boundary for the community. The WUI buffer is an area where fuel treatments should be prioritized in order to provide additional protection to the community from potential wildfire spread. During Core Team meetings, stakeholders agreed that the WUI buffer should be a 5-mile buffer on all sides of the community to account for the vegetation, topography, and wind patterns.

In addition, Appendix D contains summaries, hazard ratings, and recommended mitigation actions for the community-level and parcel-level assessments that were conducted in 40 Acres.

FUELS AND TOPOGRAPHY WITHIN THE WUI

Most of the fuels around 40 Acres are primarily composed of shrubland and grass-shrub fuels; however, the community is bordered by riparian vegetation on its east, north, and west sides. In addition, a corridor of riparian fuels travels into the community from the southwest, along the Pine Creek diversion. Shrubland communities are primarily characterized by rabbitbrush and blackbrush vegetation and occur at low to mid-elevations. Shrubland vegetation around 40 Acres is intermixed with sparse grasses and does not typically occur as a homogeneous stand.

Forested communities exist primarily in the higher elevations of the Sierra Nevada to the west of 40 Acres. Typically, forested communities are dominated by pinyon-juniper woodlands at the lower elevations; transition to red fir forests, Jeffrey pine forests, and mixed-conifer forests at mid- to higher elevations; and to white pine (whitebark pine, foxtail pine, limber pine) forests in the subalpine zone (USFS 2018a).

Map C.1 in Appendix C shows fuels within and around 40 Acres.

Figure 2.4 below shows CAL FIRE's fire hazard severity zones within and around 40 acres.

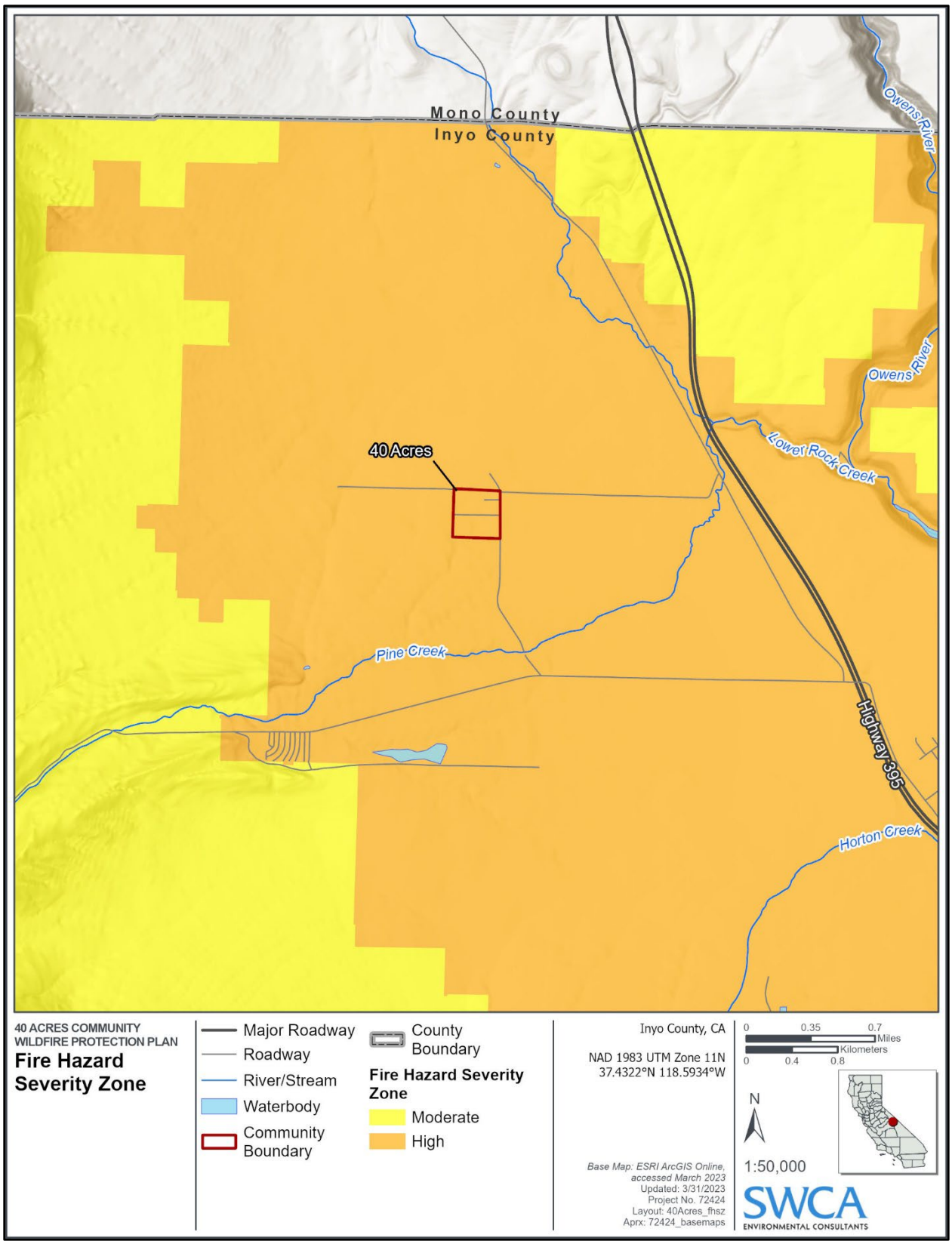


Figure 2.4 CAL FIRE's fire hazard severity zones.

FIRE REGIMES

Fires are characterized by their intensity, the frequency with which they occur, the season in which they occur, their spatial pattern or extent, and their type. Combined, these attributes describe the fire regime.

In order to classify, prioritize, and plan for fuels treatments across a fire management region, methods have been developed to stratify the landscape based on physiographic and ecological characteristics.

The region is home to the Sierra Nevada biological province and converges with the Great Basin and the Mojave Desert biological provinces. The convergence of these biological provinces creates an environment conducive to a wide variety of vegetation ecosystems such as sagebrush shrubland, pinyon-juniper woodland, montane mixed conifer, and dry mixed conifer (USFS 2018a). However, the most widespread and common plant communities in and around 40 Acres is sagebrush shrubland mixed with grasses and riparian vegetation. The fire regimes of these communities are summarized below.

SHRUBLAND AND GRASSES

Shrubland communities are widely distributed throughout the Great Basin and exist across the Eastern Sierra in arid environments. Recent terminology would describe the native vegetation as *Artemisia tridentata* Shrubland Alliance (California Native Plant Society n.d.). These communities are dominated by drought-resistant shrubs, particularly sagebrush vegetation. Sagebrush in the Eastern Sierra comprises all subspecies of big sagebrush, low sagebrush, bitterbrush, and black sagebrush (USFS 2018a). The community is also distinguished by an understory of perennial grasses and forbs within the open spaces between shrubs. The composition of sagebrush shrubland communities is highly varied at both local and regional scales and is oftentimes intermixed with pinyon-juniper vegetation. Sagebrush shrubland is a disconnected fuel bed that interrupts the occurrence of many large wildfires. Natural fire frequency in these communities range from 32 to 70 years (Kitchen et al. 2013). Historic fires were usually small, high-intensity surface fires that maintained the composition of the community. However, anthropogenic disturbances have altered this regime—the modern fire regime is a short fire-return interval of large, intense fires. Disturbances such as livestock grazing prevent the propagation of native bunchgrasses and allow for invasive species (e.g., cheatgrass) to invade and proliferate. Cheatgrass, a highly combustible fuel, has further contributed to changing the fire regime. Cheatgrass produces an abundance of light, flashy, and continuous fuel, which creates the perfect conditions for frequent fires (USFS 2014). Cheatgrass exists throughout California and is the primary annual grass on sagebrush rangelands in the Owens Valley (University of California, Agriculture and Natural Resources [UCANR] 2019). The adjacent Inyo National Forest has also recorded invasions by cheatgrass (USFS 2018a).

RIPARIAN VEGETATION

Lowland riparian environments in many regions of California have been altered extensively by human-caused disturbances. As a result of these modifications, species composition and spatial dimensions of riparian plant communities have changed. In most cases, native riparian vegetation has been eliminated completely. Studies suggest that fire frequency and severity are increasing in many riparian environments where nonnative plants constitute a significant part of the plant community (Webb et al. 2019). Native riparian trees such as willows and cottonwoods typically do not recover well from high-intensity crown fires; contrarily, invasives such as salt cedar, giant reed, and Russian olive recover quickly from even the highest-intensity fires (UCANR 2009). Nonnative vegetation alters fuel properties such as flammability and continuity, and fuel loading, which leads to increased fire risk. Fires in these riparian areas are

typically extensive and severe, and fire spreads easily from the surface into the canopies of the tallest native trees (UCANR 2009). In the Owens Valley, salt cedar has been expanding its range since the mid twentieth century (Inyo County Water Department 2023).

CLIMATE AND WEATHER PATTERNS

40 Acres has an arid climate typical of Owens Valley (Powell and Klieforth 2000). The geographic location immediately east of the Sierra Nevada results in minimal precipitation because of the strongly declining precipitation gradient in the lee of the mountains ("rain shadow effect"), occasional strong downslope winds, and warm to hot temperatures except during winter. Relative humidity is rarely above 20% and often less than 10%, during the fire season.

July is typically the hottest month of the year in the area, with average maximum July temperatures of approximately 98ºF at the Bishop Airport weather station (Figure 2.5). December and January are usually the coldest months, with average minimum temperatures of approximately 22ºF at the Bishop Airport weather station (Western Regional Climate Center 2022).

40 Acres receives relatively little precipitation because of its location in the rain shadow of the Sierra Nevada (Table 2.1). Annual precipitation totals have ranged from 1.3 inches in 2013 to 17 inches in 1969, with an average of 5.3 inches at the Bishop Airport weather station. The months of December, January, February, and March receive approximately 65% of the annual precipitation. The summer months of July, August, and September are hot and dry with infrequent precipitation from thunderstorms and receive only approximately 7% of the annual precipitation.

Table 2.1. Climate Summaries for Weather Stations near 40 Acres

			Mean Annual Temperature (°F)		
Station	**Period of Record**	**Total Mean Annual Precipitation (Inches)**	**Max**	**Min**	**Mean Annual**
Bishop WSO	1895–2016	5.3	74.5	37.6	65
Union Carbide	1957–1969	10.4	54.1	33.0	---

Source: Western Regional Climate Center (2022)

The geographic location of 40 Acres is significant because of downslope winds off the Sierra Nevada immediately to the west and very strong winds out of Pine Creek canyon. In a typical year, four to 10 windstorms occur with gusts exceeding 50 mph. A private weather station within the community measured a wind gust of 125 mph in April 2007 when 22 utility poles were brought down by the strong winds. As a result of the topography and regional weather patterns, the community is particularly at risk of wind-driven wildfires approaching from the west, as well as ignitions within the community during windy weather.

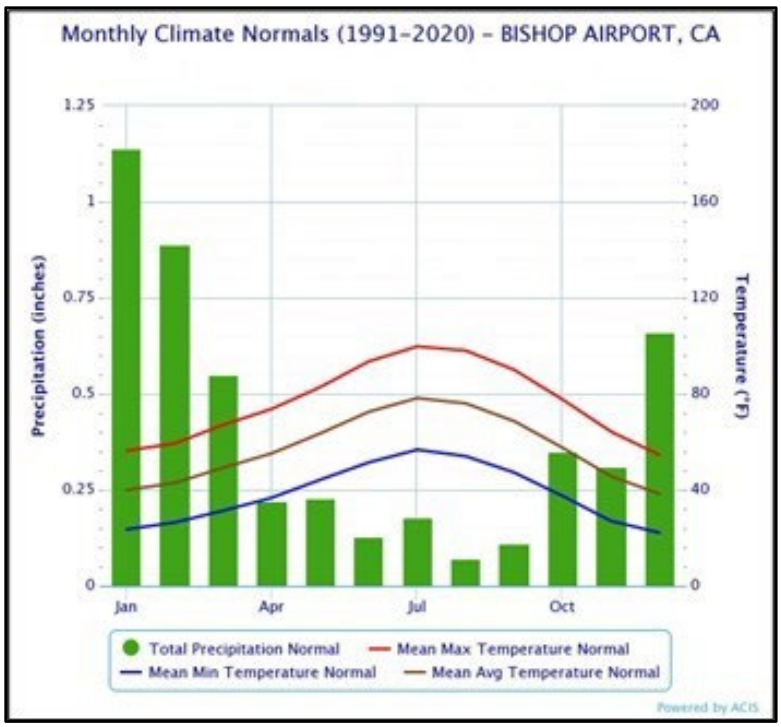


Figure 2.5. Monthly climate normal for the Bishop Airport weather station for 1991 through 2020.

FIRE HISTORY

Fire is a natural part of California's diverse landscapes and is essential to many ecosystems across the state. Almost all of California's diverse ecosystems are fire-dependent or fire-adapted. For centuries, many California Native American tribes recognized this interdependence between fire and the ecosystem and used prescribed burning to maintain and restore ecosystem health. However, in the 1800s, a shift in management actions—settlers began enforcing strict fire suppression regimes—led to issues such as dense stand conditions and increased vulnerability to fire. Wildland fire suppression regimes, in conjunction with other management actions such as human expansion into wildlands and climate change, have resulted in an imbalance between wildfire and ecosystem interactions (California Department of Fish and Wildlife [CDFW] 2021).

PAST FIRE MANAGEMENT POLICIES AND LAND MANAGEMENT ACTIONS

Beginning in the early 1900s, the policy for handling wildland fire leaned heavily toward suppression. Over the years, other agencies, such as the BLM, the Bureau of Indian Affairs, and the National Park Service, have followed the lead of the USFS and adopted fire suppression as the proper means for protecting the nation from wildfire. As a result, many areas now have excessive fuel buildups, dense and continuous vegetative cover, and tree and shrub encroachment into open grasslands.

RECENT FIRE OCCURRENCE

This section was developed using fire history data from CAL FIRE's Fire and Resource Assessment Program (CAL FIRE 2022a). Although the fire history data from CAL FIRE is the most comprehensive digital record of fire perimeters in California, it has limitations. CAL FIRE states that the earlier data (i.e., prior to 1950) is subject to significant uncertainty due to poor and inconsistent record keeping. In addition, data for some fires may be missing or have incorrect information. This is due to the loss or damage of historical records, as well as inadequate documentation (CAL FIRE 2022a). Given the limitations of the data, our fire history analysis may contain discrepancies.

The fire history dates differ between the charts and the map because the charts contain fire history for 40 Acres and a surrounding 20-mile buffer. The map shows fire history only for the area that is displayed (i.e., less than the 20-mile buffer). It should be noted that the 20-mile buffer captures some of the fires in the western Sierra Nevada, including large fires such as the 2020 Creek Fire. These fires strongly influence the analysis below.

An analysis of 40 Acre's wildland fire history (1923–2021) shows historic fires occurring to the north and south of the community, within and around the valley floor and foothills (Figure 2.6). Historically, fire events have been relatively constant, with most decades (1963–2003) experiencing six events (Figure 2.7). However, there has been a steady increase of fire events, human ignitions, and total acreage burned per decade over the last 20 years (Figures 2.7–2.10). In fact, 94.5% (393,440 acres) of all acres burned since 1934 have burned in the last two decades (2003–2021) (see Figure 2.9). Many of the fires in the region have unknown causes (most likely human caused), and human ignitions have increased substantially in the last two decades.

Most fires occurred within the period of July through September, which is when high temperatures and hot, dry winds are most frequent, live fuel moistures are low, and grasses are cured out (see Figure 2.10). This trend coincides with California's fire season, which usually occurs between July and November. The region also experiences a fire season in the winter and spring, with a considerable number of fires occurring within the period of February through April (see Figure 2.10). In addition, fire seasons are increasing in length. Climate change acts as a key driver of increased fire season duration due to warmer spring and summer temperatures, decreased snowpack, and earlier spring snow melt (CAL FIRE 2021a).

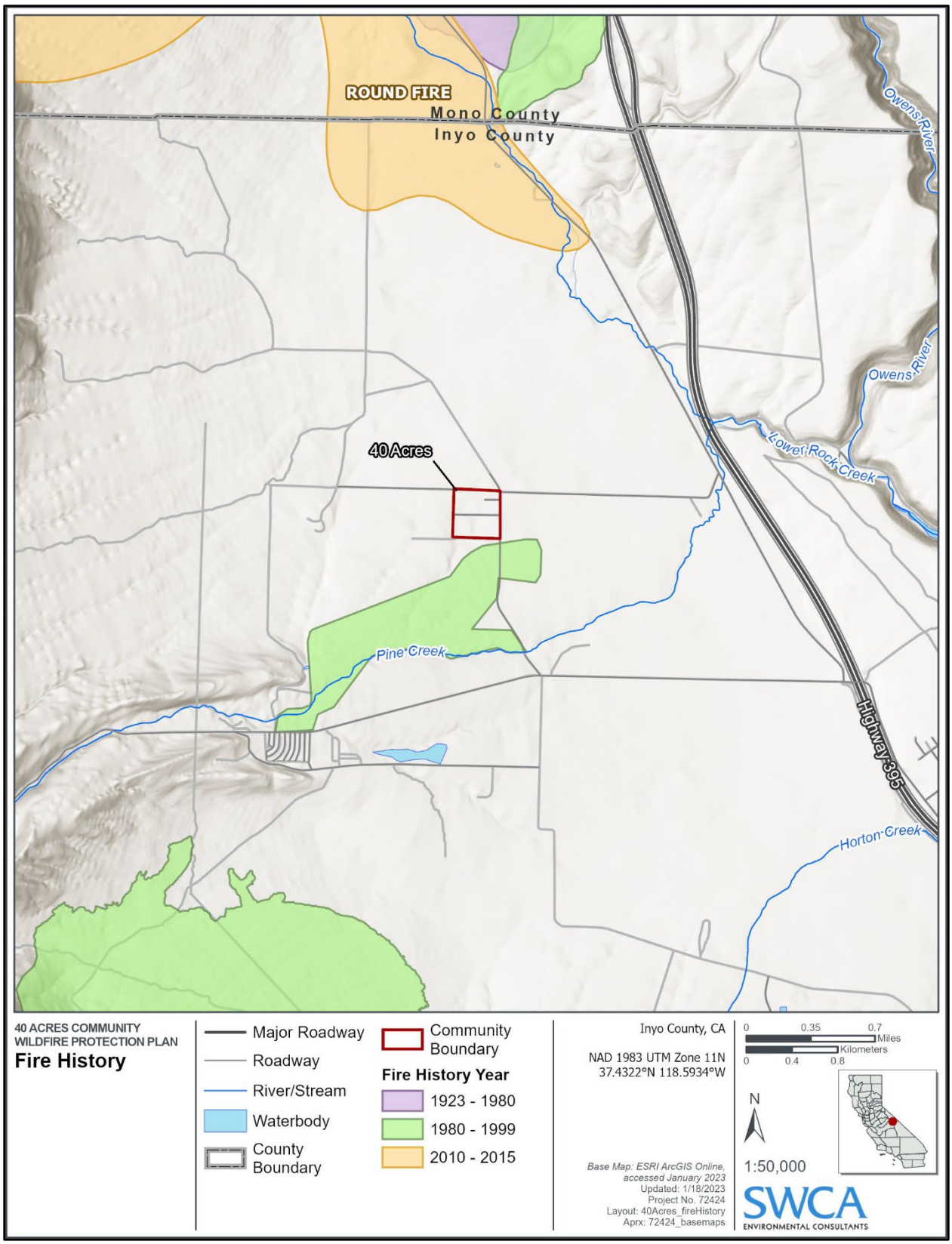


Figure 2.6. Historic fire perimeters for 40 Acres from 1923 through 2021.

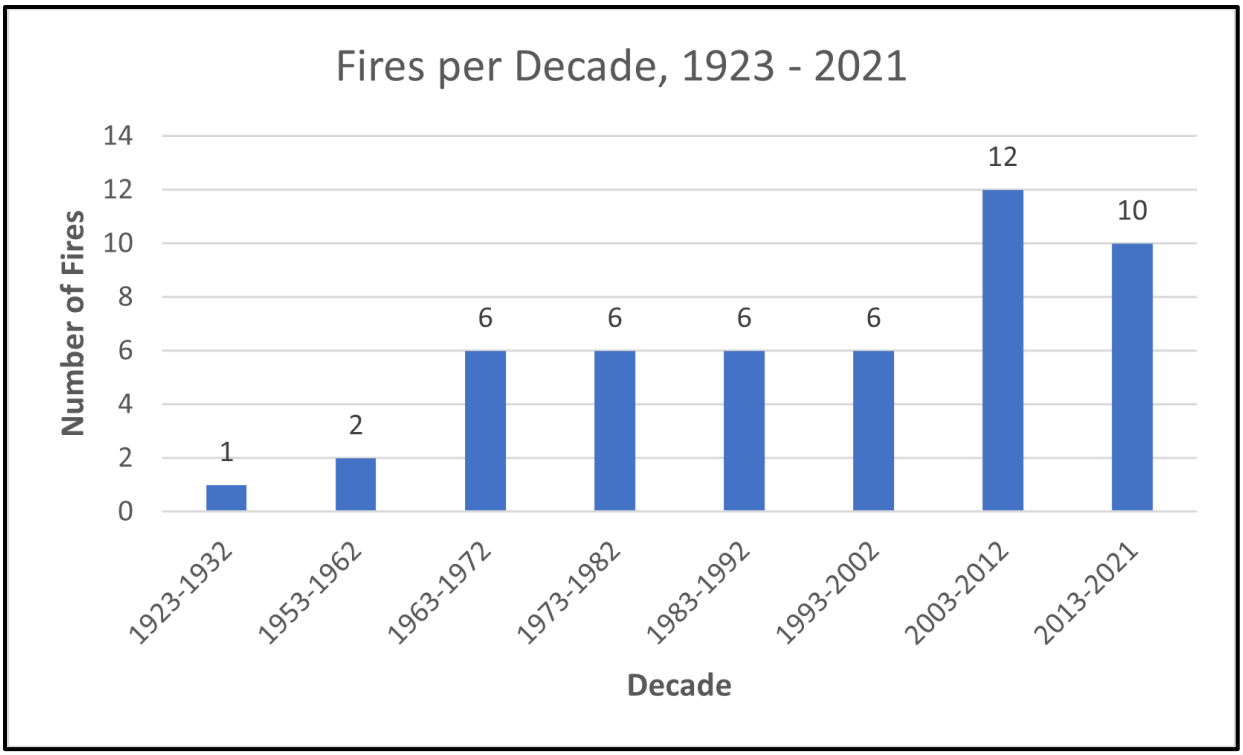


Figure 2.7. Decadal wildfire frequency in 40 Acres (and 20-mile buffer) based on fire history data from 1923 through 2021.

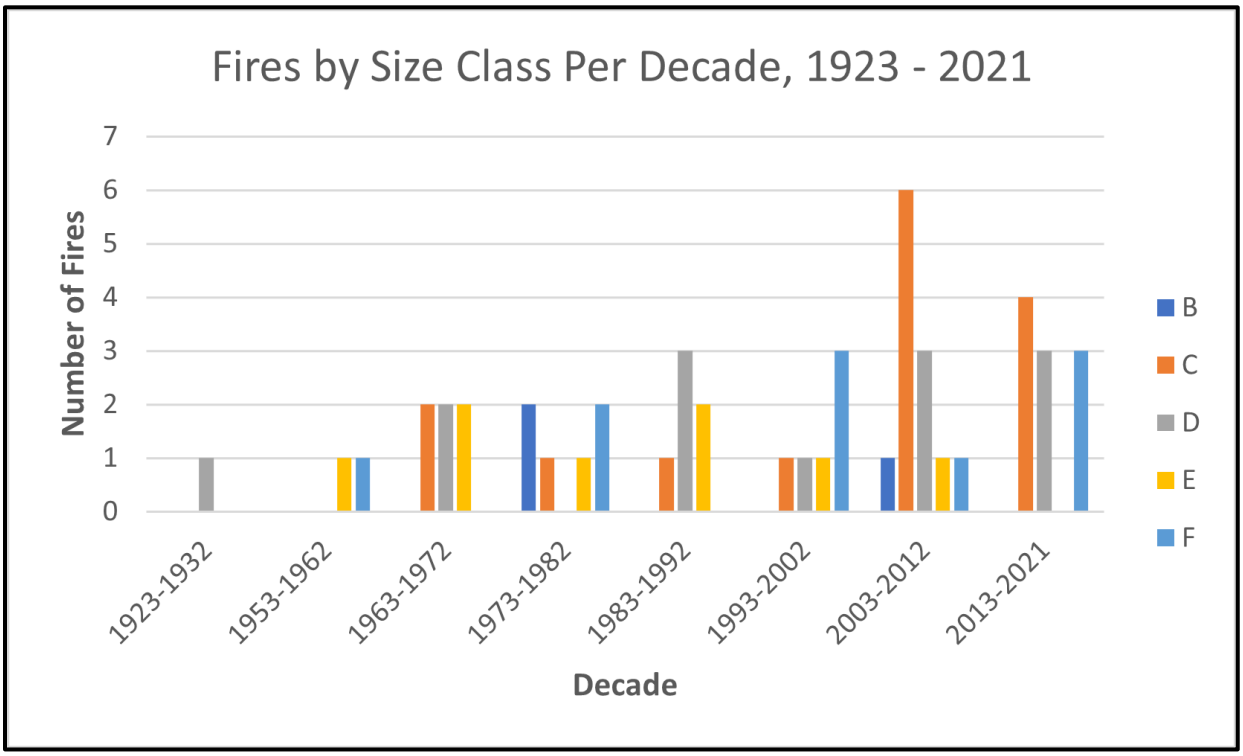


Figure 2.8. Fire size statistics per decade for 40 Acres (and 20-mile buffer) based on fire history data from 1923 through 2021.

Size Class: A = 0.25 acre or less; B = greater than 0.25 to 10 acres; C = 10 to 100 acres; D = 100 to 300 acres; E = 300 to 1,000 acres; F = 1,000+ acres.

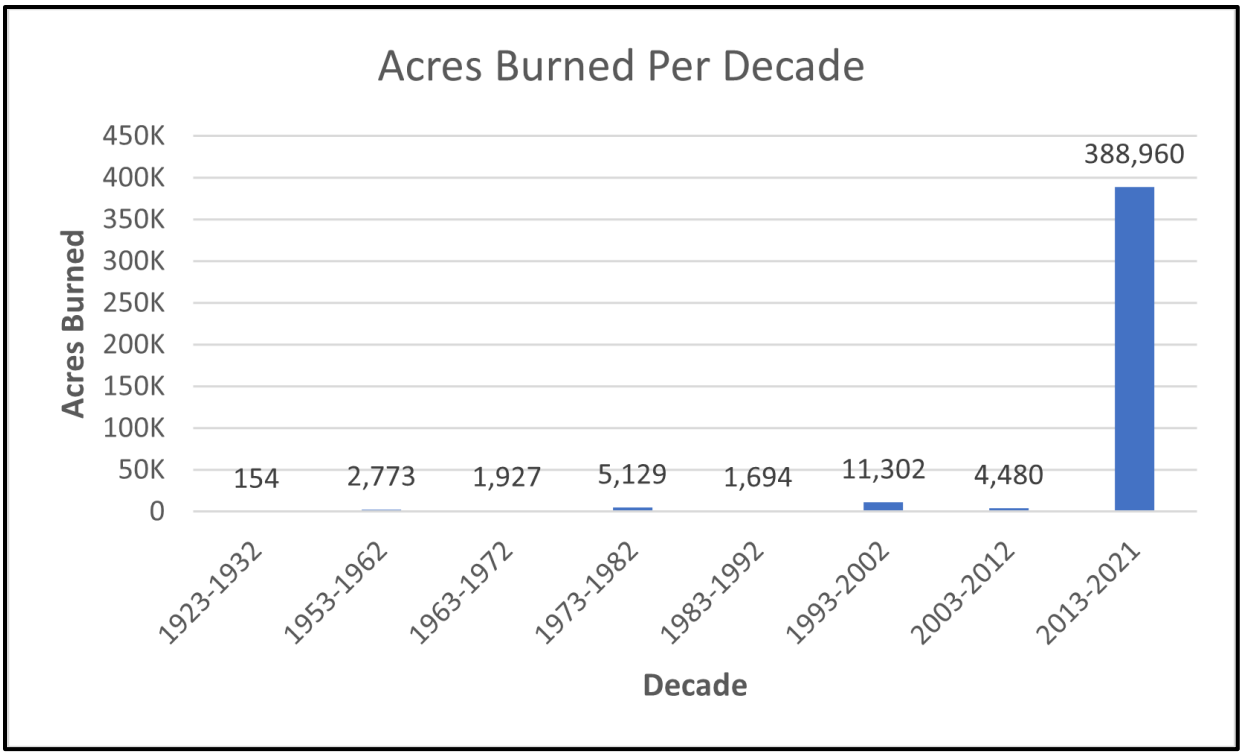


Figure 2.9. Acres burned per decade for 40 Acres (and 20-mile buffer) based on fire history data from 1934 through 2021.

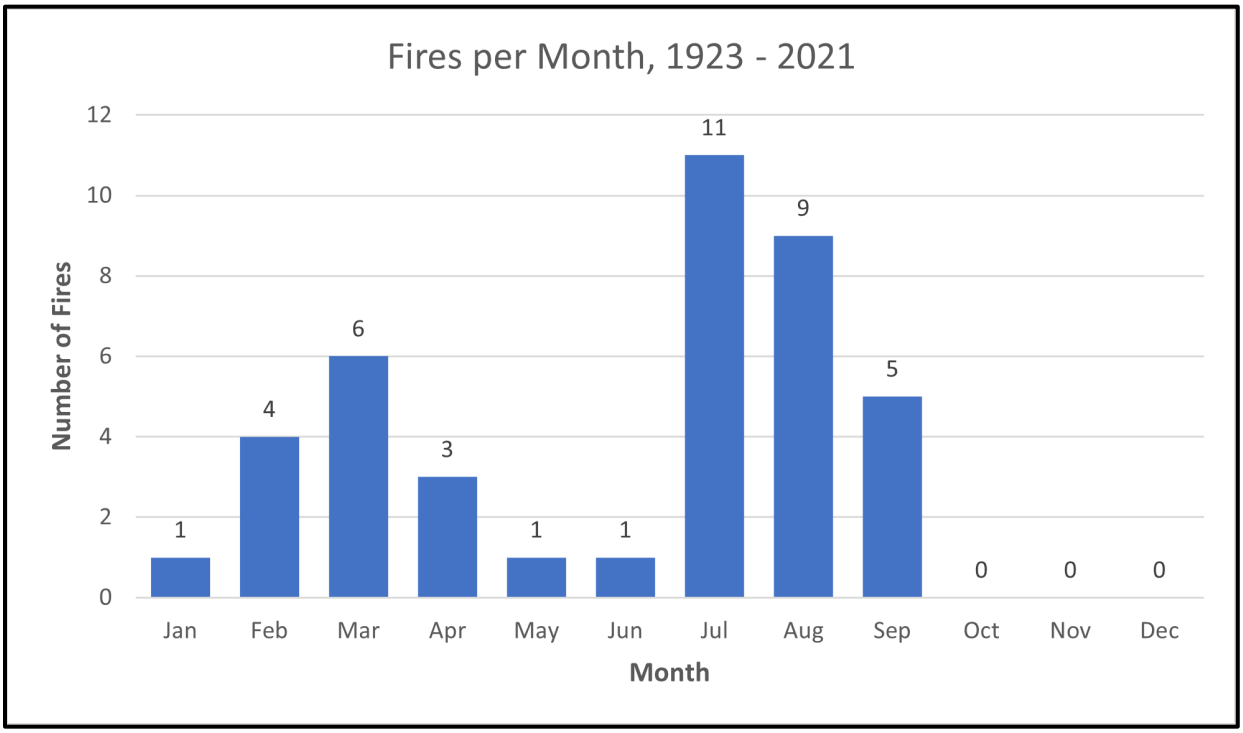


Figure 2.10. Monthly fire frequency in 40 Acres (and 20-mile buffer) based on data from 1934 through 2021.

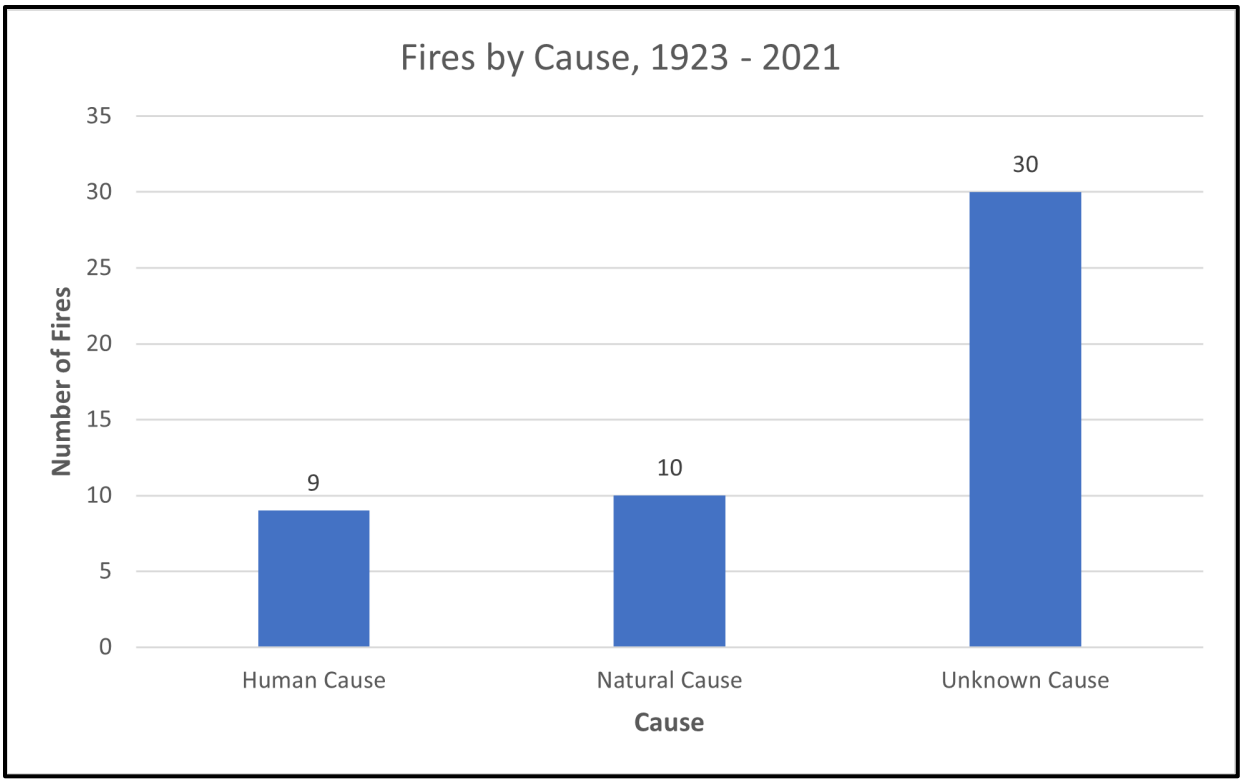


Figure 2.11. Fire causes for 40 Acres (and 20-mile buffer) from 1934 through 2021.

The Round Fire that caused great damage in Swall Meadows and Paradise is the fire that most residents of 40 Acres vividly remember. Besides destroying 40 homes within the neighboring communities to the north, this 7,000-acre fire was starkly visible from 40 Acres. The Round Fire apparently ignited from sparks from wind-tossed electrical lines less than 2 miles from 40 Acres on February 6, 2015. Strong winds from the south moved the fire away from 40 Acres. Little imagination is required to think about a different outcome if the wind direction had been the opposite. In addition, the vegetation density and fuel loads within the area burned by the Round Fire were minimal compared with those of 40 Acres. Other recent fires in the general vicinity of 40 Acres include the Rock Creek Fire of August 2016, which burned 120 acres along Rock Creek, just northeast of the Round Fire area; and the Pleasant Fire of February 2018, which burned more than 2,000 acres a few miles east of 40 Acres. Older (i.e., before 2010) fires include the Rovana Fire of June 1983, which started less than 2 miles to the southwest and burned 317 acres as the fire approached 40 Acres driven by 30-mph winds. Two homes within 40 Acres burned during the Rovana Fire, perhaps ignited by windblown embers.

FUTURE CHALLENGES

Frequent drought, suppression-based forest management practices, and climate change have interacted to increase forest vulnerability. Removing natural fire from a fire-dependent ecosystem, drought, insects, and diseases have resulted in increased fuel build-up and alterations to vegetation composition. These forest changes can increase the risk of uncharacteristically large high-severity fires (CDFW 2021). In the past few years, fires have grown to record sizes and are burning earlier, longer, hotter, and more intensely than they have in the past (Westerling et al. 2006; Westerling 2016).

According to Westerling et al. (2006), a study of large (>1,000 acres) wildfires throughout the western United States for the period of 1970 to 2003 saw a pronounced increase in fire frequency since the

mid-1980s (1987–2003 fires were four times more frequent than the 1970–1986 average). An update to Westerling et al.'s 2006 work found that the frequency of large wildfires has continued to increase with each decade since 1970 (Westerling 2016). Indeed, recent studies suggest that this trend will continue. Iglesias et al. (2022) found that average fire occurrences in regions of the United States are up to four times larger in size, more extensive, and triple the frequency during the last two decades.

Within the last 10 years, a record number of acres have burned, and numbers have surged since the turn of the century (National Interagency Fire Center [NIFC] 2021a). In 2021, 58,985 fires were reported nationwide, burning well over 7 million acres (NIFC 2021a). Of these, over 2.5 million acres were burned in California, which represents more than a third of all acreage burned nationwide (CAL FIRE 2022b). With increased fires comes increased suppression costs; 2021 beat all previous records, with federal firefighting costs hitting over $4 billion (NIFC 2021b). Indeed, the 2015 Round Fire burned more than 7,000 acres and 40 homes about 2 miles north of 40 Acres.

Impacts of climate change and tree mortality are discussed in Appendix A.

FIRE RESPONSE CAPABILITIES

Planning Decision and Support

Wildfires have continued to grow in size and severity over the last decade, requiring fire managers to institute more robust pre-fire planning as well as adapt and improve decision-making tools in order to reduce risk to fire responders and the public and assess impacts on ecological processes.

A primary decision tool utilized by fire managers across all agencies is the Wildland Fire Decision Support System (WFDSS), a system that assists fire managers and analysts in making strategic and tactical decisions for fire incidents (WFDSS 2021). WFDSS combines desktop applications for fire modeling into one web-based system. It provides a risk-informed decision process and documentation system for all wildland fires, and it also introduces economic principles into the fire decision process in order to improve efficiencies while also ensuring safe and effective wildfire response.

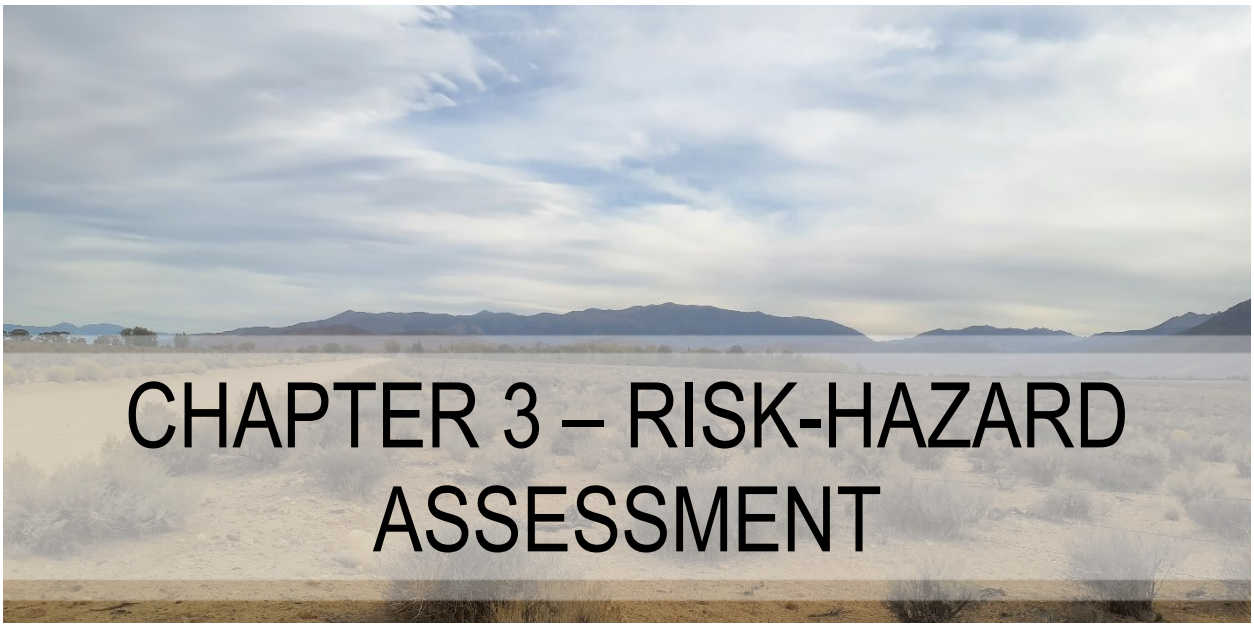
Fire Resources

California contains many federal, state, and local fire protection organizations that are well integrated through a variety of mutual aid and fire protection agreements and coordinated by organizations such as the California Wildfire Coordinating Group, the Northern and Southern California Geographic Area Coordination Centers, and FIRESCOPE (an interagency resource coordination system for fire and other emergencies in the southern California). Agencies such as California Emergency Management, USFS, and CAL FIRE contribute to the substantial wildfire response capacity, which can be deployed to incidents throughout the state. California contains one of the strongest wildfire suppression capabilities in the nation.

Within California, fire response is broken down into three areas: Local, State, and Federal Responsibility Areas (Appendix C, Map C.10). Local Responsibility Area (LRA) is a legal term defining the area where the local government has financial responsibility for the prevention and suppression of wildfire. State Responsibility Area (SRA) defines where the state government is responsible for wildfire response, and Federal Responsibility Area (FRA) defines where the federal government is responsible.

Additional information regarding local, state, and federal fire response capabilities for 40 Acres can be found in Appendix B.

This page intentionally left blank.



CHAPTER 3 – RISK-HAZARD ASSESSMENT

PURPOSE

The purpose of developing the Composite Risk-Hazard Assessment model described here is to create a unique tool for evaluating the risk of wildland fires to 40 Acres. Although many definitions exist for hazard and risk, for the purpose of this document these definitions follow those used by the firefighting community:

> **Risk** is defined as the chance of a fire starting as determined by the presence and activity of causative agents (NWCG 1998).
>
> **Hazard** is a fuel complex defined by kind, arrangement, volume, condition, and location that forms a special threat of ignition and resistance to control.

The Composite Risk-Hazard Assessment combines the findings from a Desktop Risk-Hazard Assessment (a geographic information system [GIS] model of hazard based on fire behavior and fuels modeling technology) and a Community Hazard Assessment (a Core Team–generated assessment of on-the-ground community hazards and VARs).

From these assessments, land use managers, fire officials, planners, and others can begin to prepare strategies and methods for reducing the threat of wildfire, as well as work with community members to educate them about methods for reducing the damaging consequences of fire. The fuels reduction treatments can be implemented on both private and public land, so community members have the opportunity to actively apply the treatments on their properties, as well as recommend treatments on public land that they use or care about.

The Inyo County and City of Bishop Multi-Jurisdictional Hazard Mitigation Plan (Inyo County and City of Bishop 2017) lists wildfire as a top priority hazard.

Disclaimer

The purpose of this risk assessment is to provide a community- and landscape-level overview of wildfire risk and is not recommended for use at smaller scales (such as for a property level analysis). It is also not recommended for use in determining insurance rates or policies. This risk assessment is a model, and as such has inherent biases, missing data, and other shortcomings, though every effort has been made to include the best available data and use the most robust scientific processes. Also note that just because an area is shown as high or low risk does not mean that that area will be burned or not burned in a wildfire—a low risk area can still be affected by wildfire if the conditions are right. This risk assessment is also not intended for use during active wildfire events, but rather only as a tool for pre-fire planning. It is not recommended that this risk assessment be used for any other purpose than what is stated here.

FIELD-BASED COMMUNITY HAZARD ASSESSMENTS

Community Hazard Assessments were conducted using the NFPA Wildland Fire Risk and Hazard Severity Form 1144 (see Appendix E). This form is based on the NFPA Standard for Reducing Structure Ignition Hazards from Wildland Fire 2013 Edition. The NFPA standard focuses on individual structure hazards and requires a spatial approach to assessing and mitigating wildfire hazards around existing structures. It also includes ignition-resistant requirements for new construction and is used by planners and developers in areas that are threatened by wildfire and is commonly applied in the development of Firewise Communities (for more information, see www.firewise.org).

The purpose of the Community Hazard Assessment and subsequent ratings is to identify fire hazard and risks and prioritize areas requiring mitigation and more detailed planning. These assessments should not be seen as tactical pre-suppression or triage plans. The Community Hazard Assessment helps to drive the recommendations for mitigation of structural ignitability, community preparedness, and public education. The assessment also helps to prioritize areas for fuels treatment based on the hazard rating. Each area was rated based on conditions within the community and immediately surrounding structures, including access, adjacent vegetation (fuels), defensible space, adjacent topography, roof and building characteristics, available fire protection, and placement of utilities. Where a range of conditions was less easily parsed out, a range of values was assigned on a single assessment form. Each score was given a corresponding adjective rating of low, moderate, high, or extreme.

A Community Hazard Assessment for 40 Acres was conducted in October 2022. The community at risk (CAR) hazard rating from the Community Hazard Assessment is provided in Table 3.1. This table also includes a summary of the positive and negative attributes of the community as they relate to wildfire risk. The full CAR description is provided in Appendix D.

In addition, a parcel-level hazard assessment was conducted for 40 Acres. In general, parcels exhibited limited defensible space, combustible construction materials (siding, decks, fences, and roofs), exposure to adjacent fuels, and improper placement of woodpiles and propane tanks. Appendix D contains the parcel-level summaries for the properties that SWCA was given permission to assess.

Table 3.1. Communities at Risk Ratings with Community Hazard Assessment Summary

Community	Risk Rating	Fire Station	Positives	Negatives
40 Acres	87 (High)	• CAL FIRE Bishop Forestry Fire Station	• Two or more roads in and out of community (Birchim Ln and Round Valley Rd) • Surfaced roads with < 5% grade • Street signs present and reflective • Relatively flat terrain around community • Good water source (5 water tanks and ditches within community)	• Narrow roads < 20 feet in width • Limited defensible space for most structures • Limited turnarounds • Little separation of adjacent structures • Combustible house siding • Predominantly combustible roofing material • Predominantly combustible deck and fence material • Some properties with combustible debris or rubbish • Community is between 10 to 15 minutes from fire station (Round Valley Rd currently closed) • Gas and electric utilities are aboveground • Community is exposed to grass-shrub fuels on all sides • Significant dead and dying fuels within community and adjacent areas/ditches • Southwest corner of the community has a ditch lined with heavy fuels that is aligned with wind and topography • Roads with no outlet (Ocean View, Walford)

COMPOSITE RISK-HAZARD ASSESSMENT INPUTS

A desktop analysis of risks and hazards uses fuels properties, topography, and weather to generate fire behavior modeling outputs: flame length (Map C.2 in Appendix C), fireline intensity (Map C.3 in Appendix C), rate of spread (Map C.4 in Appendix C), crown fire potential (Map C.5 in Appendix C), and fire occurrence density (Map C.6 in Appendix C). These outputs were subsequently used as inputs along with drive time distance from the fire station (Map C.7 in Appendix C), the WUI (Figure 2.1 in Chapter 2), and highly valued resources and assets (HVRAs) (Map C.8 in Appendix C) in the Composite Risk-Hazard Assessment.

Detailed information regarding topography, weather, fire regimes, fire history, and fire response can be found in Chapter 2.

FIRE BEHAVIOR MODELING

Overview

The wildland fire environment consists of three factors that influence the spread of wildfire: fuels, topography, and weather. Understanding how these factors interact to produce a range of fire behavior is fundamental to determining treatment strategies and priorities in the WUI. In the wildland environment, vegetation is synonymous with fuels. When sufficient dry fuels for continued combustion are present, the level of risk for those residing in the WUI is heightened. Fire spreads in three ways: 1) surface fire spread, in which the flaming front remains on the ground surface (in grasses, shrubs, small trees, etc.) and resistance to control is comparatively low; 2) crown fire, in which the surface fire “ladders” up into the upper levels of the forest canopy and spreads through the tree crowns independent of or along with the surface fire and, when sustained, is often beyond the capabilities of suppression resources; and 3) spotting, in which embers are lifted and carried with the wind ahead of the main fire and ignite in receptive fuels; if embers are plentiful and/or long range (>0.5 mile), spotting can be prolific and resistance to control can be very high. Crown fire and spotting activity have been a concern for fire managers, particularly under extreme weather conditions. In areas where homes are situated close to timber fuels and/or denser shrubs and trees, potential spotting from woody fuels to adjacent fuels is usually a factor and should always be acknowledged.

Treating fuels in the WUI can lessen the risk of intense or extreme fire behavior (Martinson and Omi 2013; Safford et al. 2009). Studies and observations of fires burning in areas where fuel treatments have occurred have shown that the fire either remains on or drops to the surface, thus avoiding destructive crown fire, as long as activity fuels are treated or removed (Graham et al 2004; Pollet and Omi 2002; Prichard et al. 2010; Safford et al. 2012; Waltz et al. 2014). Fuel mitigation efforts should therefore be focused specifically on where these critical conditions could develop in or near CARs.

For this plan, an assessment of fire behavior has been carried out using well-established fire behavior models: FARSITE, FlamMap, BehavePlus, and FireFamily Plus housed within the Interagency Fuel Treatment Decision Support System (IFTDSS), as well as ArcGIS Desktop Spatial Analyst tools. Data used in the Composite Risk-Hazard Assessment is largely obtained from LANDFIRE (2020).

FIRE BEHAVIOR MODELS

LANDFIRE

LANDFIRE is a national remote sensing analysis project that provides managers a data source for inputs needed for FARSITE, FlamMap, and other fire behavior models. The database is managed by the USFS and the U.S. Department of the Interior and is widely used throughout the United States for land management planning. More information can be obtained from http://www.landfire.gov.

FARSITE

FARSITE is a computer model based on Rothermel's spread equations (Rothermel 1983) and Huygens' principle of wave propagation (Anderson et al. 1981); the model also incorporates crown fire models. FARSITE uses spatial data on fuels, canopy cover, crown bulk density, canopy base height, canopy height, aspect, slope, elevation, wind, and weather to model fire behavior across a landscape. FARSITE is a spatial and temporal fire behavior model. FARSITE is used to generate fuel moisture and landscape files as inputs for FlamMap. Information on fire behavior models can be obtained from http://www.fire.org.

FlamMap

Like FARSITE, FlamMap uses a spatial component for its inputs but only provides fire behavior predictions for a single set of weather inputs. In essence, FlamMap gives fire behavior predictions across a landscape for a snapshot of time; however, FlamMap does not predict fire spread across the landscape. FlamMap has been used for the CWPP to predict fire behavior across the landscape under extreme (97% worst case) weather scenarios. For this CWPP assessment, the model was run within the IFTDSS modeling platform (IFTDSS 2022).

FIRE BEHAVIOR MODEL INPUTS

Fuels

The fuels in the Planning Area are classified using Scott and Burgan's (2005) Standard Fire Behavior Fuel Model classification system. This classification system is based on the Rothermel surface fire spread equations, and each vegetation and litter type is broken down into 40 fuel models.

The general classification of fuels is by fire-carrying fuel type (Scott and Burgan 2005):

- (NB) Non-burnable
- (GR) Grass
- (GS) Grass-Shrub
- (SH) Shrub
- (TU) Timber-Understory
- (TL) Timber Litter
- (SB) Slash-Blowdown

Table 3.2 provides a description of each fuel type.

Map C.1 in Appendix C illustrates the fuels classification throughout the Planning Area.

Field surveys revealed that some fuels were incorrectly classified in the fuel model. Following on-the-ground verification of fuels around 40 Acres and Core Team input, the fuel model was calibrated to reflect the type of fuels observed in the vicinity. In detail, fuel models were calibrated to align with expected fire behavior in the region; for instance, if fire was expected to travel at 50 chains per hour (one chain is approximately 66 feet and is a common unit of measure in wildland firefighting) and have a flame length of 8+ feet, we assigned a fuel model with those characteristics that was also in accordance with our field observations.

Table 3.2. Fuel Model Classification for the Planning Area

1.	**Mixture of grass and shrub, up to about 50% shrub cover (Grass-Shrub)**
i.	**GS1:** Shrubs are about 1 foot high, low grass load. Spread rate moderate (5–20 chains/hour); flame length low (1–4 feet); fine fuel load (1.35 tons/acre).
ii.	**GS2:** Shrubs are 1–3 feet high, moderate grass load. Spread rate high (20–50 chains/hour); flame length moderate (4–8 feet); fine fuel load (2.1 tons/acre).
iii.	**GS3:** Moderate grass and shrub load, average depth less than 2 feet. Spread rate high (20–50 chains/hour); flame length moderate (4–8 feet).
2.	**Shrubs cover at least 50% of the site; grass sparse to non-existent (Shrub)**
i.	**SH1:** Low fuel load, depth about 1 foot, some grass fuels present. Spread rate very low (0–2 chains/hour); flame length very low (0–1 feet).
ii.	**SH2:** Moderate fuel load (higher than SH1), depth about 1 foot, no grass fuels present. Spread rate low (2–5 chains/hour); flame length low (1–4 feet); fine fuel load (5.2 tons/acre).
iii.	**SH4:** Low to moderate shrub and litter load, possibly with pine overstory. Fuel bed depth about 3 feet. Spread rate high (20–50 chains/hour); flame length moderate (4–8 feet).
iv.	**SH5:** Heavy shrub load. Fuel bed depth 4–6 feet. Spread rate very high (50–150 chains/hour), flame length very high (12–25 feet).
v.	**SH7:** Very heavy shrub load, possibly with pine overstory. Fuel bed depth 4–6 feet. Spread rate high (20–50 chains/hour); flame length very high (12–25 feet).
3.	**Grass or shrubs mixed with litter from forest canopy (Timber-Understory)**
i.	**TU1:** Fuel bed is low load of grass and/or shrub with litter. Spread rate low (2–5 chains/hour); flame length low (1–4 feet); fine fuel load (1.3 tons/acre).
ii.	**TU5:** High load conifer litter with shrub understory. Spread rate moderate (5–20 chains/hour); flame length moderate (4–8 feet).
4.	**Dead and downed woody fuel (litter) beneath a forest canopy (Timber Litter)**
i.	**TL2:** Low load, compact. Spread rate very low (0–2 chains/hour); flame length very low (0–1 foot).
ii.	**TL3:** Moderate load. Spread rate very slow (0–2 chains/hour); flame length low (1–4 feet); fine fuel load (0.5 ton/acre).
iii.	**TL5:** High load conifer litter. Spread rate slow (2–5 chains/hour); flame length low (1–4 feet).
iv.	**TL6:** Moderate load. Spread rate moderate (5–20 chains/hour); flame length low (1–4 feet).
5.	**Insufficient wildland fuel to carry wildland fire under any condition (Non-burnable)**
i.	**NB1:** Urban or suburban development; insufficient wildland fuel to carry wildland fire.
ii.	**NB8:** Open water.
iii.	**NB9:** Bare ground.

Notes: Based on Scott and Burgan's (2005) 40 Fuel Model System.

Topography

Topography is important in determining fire behavior. Steepness of slope, aspect (direction the slope faces), elevation, and landscape features can all affect fuels, local weather (by channeling winds and affecting local temperatures), and rate of spread of wildfire.

Weather

Of the three fire behavior components, weather is the most likely to fluctuate, especially on a daily basis. Accurately predicting fire weather remains a challenge for forecasters. As downslope winds from the Sierra Nevada and rising temperatures dry fuels in the spring and summer, conditions can deteriorate rapidly, creating an environment that is susceptible to wildland fire. It should be noted that the region also experiences a fire season in the winter. Fine fuels (grass and leaf litter) can cure rapidly, making them highly flammable in as little as 1 hour following changes in relative humidity. Low live fuel moistures of shrubs and trees can significantly contribute to fire behavior in the form of crowning and torching. With high wind, grass and shrub fires can spread rapidly, engulfing communities, often with limited warning for evacuation. The creation of defensible space is of vital importance in protecting communities from this type of fire. For instance, a carefully constructed fuel break placed in an appropriate location could protect homes or possibly an entire community from fire. This type of defensible space can also provide safer conditions for firefighters, improving their ability to suppress fires and protect life and property.

One of the critical inputs for FlamMap is the fuel moisture files. The initial run of the Risk-Hazard Assessment utilized the IFTDSS Auto 97th modeling parameters, which integrate historic fire weather data from nearby RAW stations. SWCA noted that some of the fire behavior outputs did not reflect the intensity and severity of fire behavior that has been observed during recent fires. Therefore, the Risk-Hazard Assessment was revised using more extreme live and dead fuel moistures to better align with extreme fire behavior conditions.

FIRE BEHAVIOR MODEL OUTPUTS

The following is a discussion of the fire behavior outputs from IFTDSS.

Flame Length

Map C.2 in Appendix C illustrates the flame length classifications for the Planning Area. Flame lengths are determined by modeling in the FlamMap system using the following inputs: fuels, weather, and topography. Flame length is a particularly important component of the Risk-Hazard Assessment because it relates to potential crown fire (particularly important in timber areas) and suppression tactics. Direct attack by hand lines is usually limited to flame lengths less than 4 feet. In excess of 4 feet, indirect suppression is the dominant tactic. Suppression using engines and heavy equipment will move from direct to indirect with flame lengths in excess of 8 feet.

Flame lengths across the Planning Area range from 0 to more than 25 feet. The highest flame lengths are associated with the timber fuels and heavy riparian vegetation found along ditches and creeks.

Following the fuel model calibration, flame length increased slightly as areas previously classified as grass were calibrated to a grass-shrub fuel.

Fireline Intensity

Map C.3 in Appendix C illustrates the predicted fireline intensity throughout the Planning Area. Fireline intensity describes the rate of energy released by the flaming front and is measured in British thermal units per foot per second (Btu/ft/sec). This is a good measure of intensity and is used for planning suppression activities. The expected fireline intensity throughout the Planning Area is similar in pattern to predicted flame length, as fireline intensity is a function of flame length.

Fireline intensity across the Planning Area ranges from 0 to more than 6,175 Btu/ft/sec.

The pattern for fireline intensity is similar to flame length in that intensities range from very low (0 Btu/ft/sec) through moderate (100–500 Btu/ft/sec) to high and extreme intensity (greater than 1,000 Btu/ft/sec), which tend to be associated with areas dominated by tall shrub and timber fuel loads. Fireline intensity impacts the strategies that fire responders can use to suppress the fire, with intensities over 1,000 Btu/ft/sec too severe for direct attack by hand or engine crews.

Following the fuel model calibration, fireline intensity increased as areas previously classified as grass were calibrated to a grass-shrub fuel.

Rate of Spread

Map C.4 in Appendix C illustrates the rate of spread classifications for the Planning Area.

The rate of spread, or the speed with which fire is moving away from the point of origin, is influenced by the slope. Fire moves at a faster rate uphill than downhill, thus the steeper the slope the faster the rate of spread. Additionally, steep slopes bring the fuels above the fire closer to a growing fire, making them more susceptible to ignition. Another issue with steep slopes is the possibility of burning debris rolling down the hill and igniting fuel below the main fire. This is illustrated in Figure 3.1.

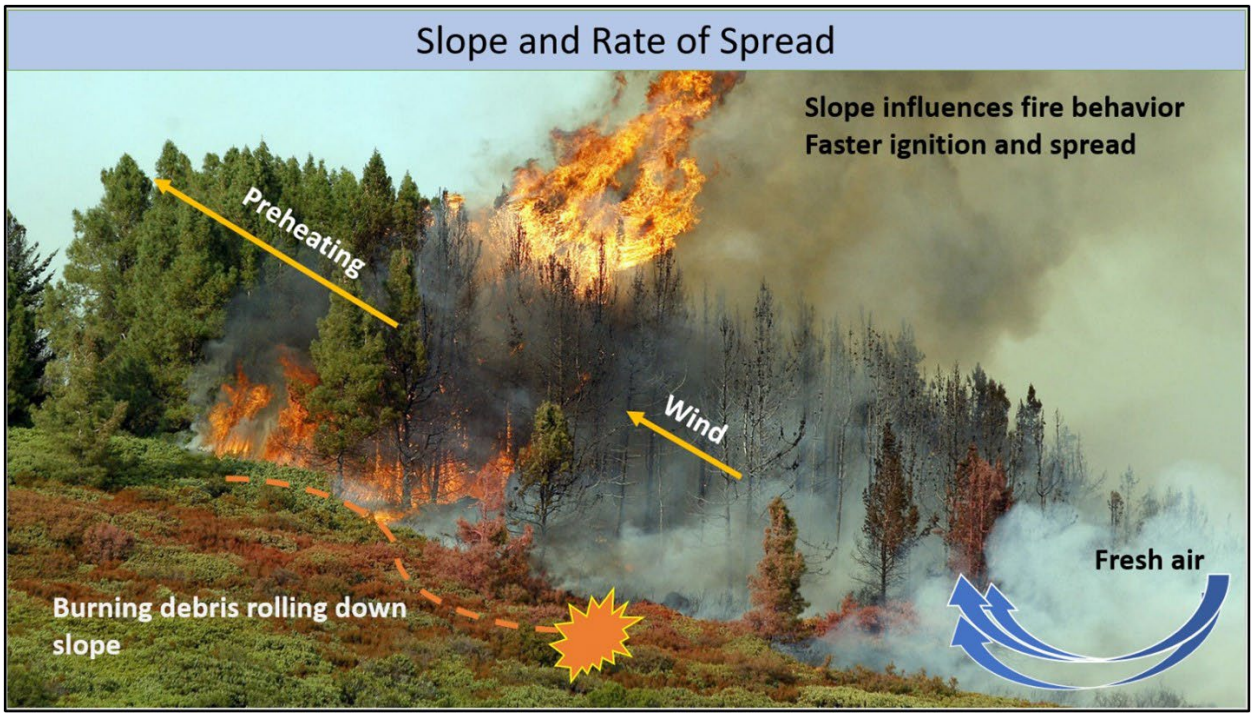


Figure 3.1. Effect of topography on fire behavior.

The rates of spread in the area range from 0 chains/hour up to 150 chains/hour. Low rates of spread are associated with timber-dominated areas, while moderate and high rates of spread are associated with grass and shrub fuels and riparian vegetation.

Following the fuel model calibration, the rate of spread increased slightly as areas previously classified as grass were calibrated to a grass-shrub fuel.

Crown Fire Potential

Map C.5 in Appendix C illustrates the range of crown fire activity from surface fire (in grass-dominated areas) to passive and active crown fire (in riparian fuel beds). Since the fuel calibration focused on changing grass to grass-shrub fuels, crown fire activity stayed the same.

Fire Occurrence/Density of Starts

Figure 2.6 in Chapter 2 illustrates the fire history for the Planning Area. These perimeters have been provided by the USFS and CAL FIRE, and they show the location of fires within the Planning Area from 1923 to 2021. Fire history data were used to determine the location where fires tend to occur more often. Map C.6 (Appendix C) shows the density of fire events within the Planning Area and reveals a higher incidence of fire events to the north and south of 40 Acres. The fire history map (see Figure 2.6 in Chapter 2) and fire occurrence density map (see Map C.6 in Appendix C) are used to provide information on areas where fires are prevalent and hence could be more prone to fire in the future.

Composite Risk-Hazard Assessment Model

All data used in the Risk-Hazard Assessment have been processed using ESRI ArcGIS Desktop and the ESRI Spatial Analyst Extension. Information on these programs can be found at http://www.esri.com. Data have been gathered from all relevant agencies, and the most current data have been used.

All fire parameter data sets have been converted to a raster format (a common GIS data format comprising a grid of cells or pixels, with each pixel containing a single value). The cell size for the data is 30 × 30 meters (98 × 98 feet). Each of the original cell values have been reclassified with a new value between 1 and 4, based on the significance of the data (1 = lowest, 4 = highest). Prior to running the models on the reclassified data sets, each of the input parameters have been weighted; that is, they are assigned a percentage value reflecting that parameter's importance in the model. We used the weighted sum raster overlay geoprocessing tool to stack each geographically aligned data set and evaluate an output value derived from each cell value of the overlaid data set in combination with the weighted assessment. In a Weighted Sum Model, the weighted values of each cell from each parameter data set are added together so that the resulting data set contains cells with summed values of all the parameters. This method ensures that the model resolution is maintained in the results and thus provides finer detail and range of values for denoting fire risk.

Composite Risk-Hazard Assessment Modeling Process

Our Composite Risk-Hazard Assessments comprise multiple inputs, which can be grouped into three categories: hazard, threat, and values. The result is a raster data layer that weighs and sums those inputs to determine risk. Data sets in the hazard category include historical weather data, topography, vegetation, and fuel regimes. Data sets in the threat category include fire history points and perimeters. The values category includes the WUI, distance from fire station, and natural, cultural, and socioeconomic assets data sets.

As shown in Figure 3.2 with the elements in the black shaded box, we began by using the IFTDSS application to prepare a landscape file for the Planning Area. This landscape file compiles multiple LANDFIRE data sets, including fuels (calibrated to recent fires), slope, elevation, and aspect, into one layer that can then be used to develop fire behavior outputs. We then edited the fuels model to match the more precise local data sets and used the edited fuels and landscape file to create custom fire behavior outputs.

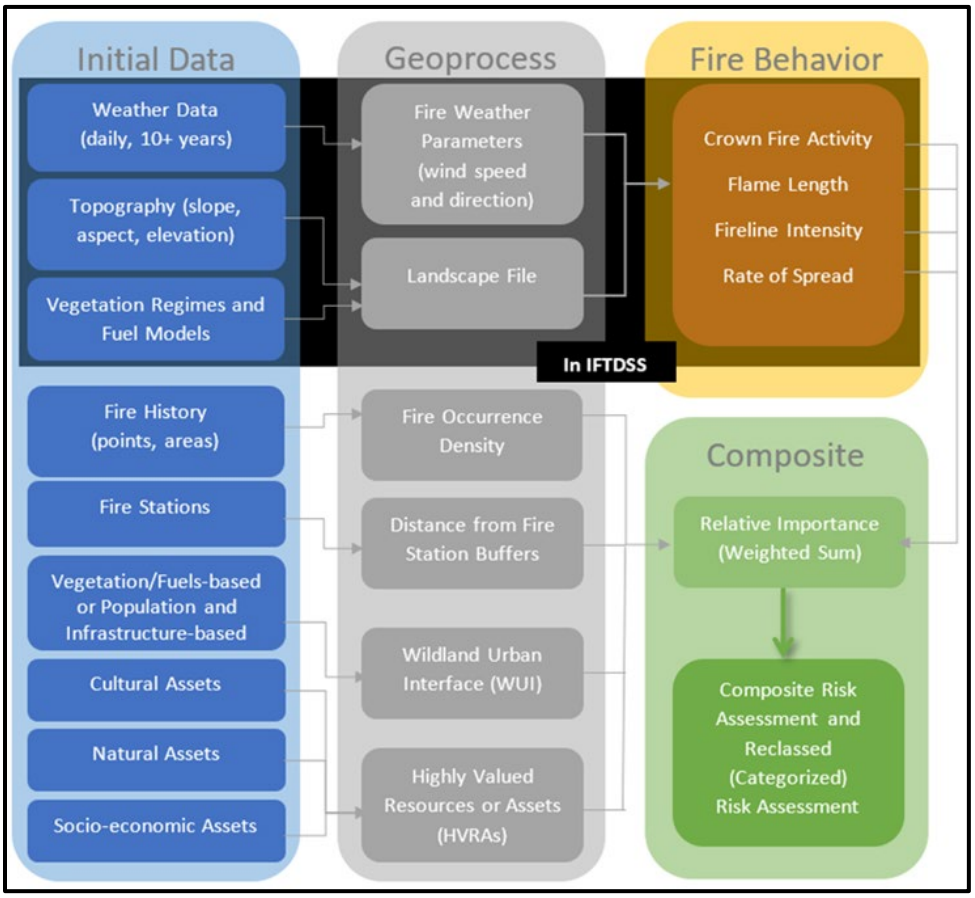


Figure 3.2. Composite Risk-Hazard Assessment breakdown.

Next, in Esri ArcGIS Pro, we processed the fire history, fire station, WUI, and HVRA data sets to merge and create buffers where appropriate and converted the layers to rasters with the same spatial extent and resolution as the IFTDSS fire behavior outputs (30-meter cell size).

Finally, we used ArcGIS Pro to run a weighted sum raster process to add all the inputs together. Risk assessment inputs were assigned weights according to their significance and Core Team input, and all eight inputs were weighted equally due to their potential influence on wildfire risk (Table 3.3).
The distance from the nearest fire station(s) to the community typically determines fire response times. The WUI and HVRAs designate areas that constitute life, property, and critical infrastructure. Lastly, fire occurrence and fire behavior characteristics (crown fire activity, fireline intensity, flame length, and rate of spread) determine where a fire is likely to occur and the type, intensity, and speed at which the fire spreads.

Table 3.3. Risk Assessment Inputs, Sources, and Weights

Risk Assessment		
Inputs	**Source**	**Weight**
Flame length	IFTDSS, LANDFIRE	12.5%
Rate of spread	IFTDSS, LANDFIRE	12.5%
Fireline intensity	IFTDSS, LANDFIRE	12.5%
Crown fire activity	IFTDSS, LANDFIRE	12.5%
Fire occurrence density	CAL FIRE	12.5%
HVRAs	Inyo County GIS and IFTDSS	12.5%
WUI*	Delineated according to fuels and topography	12.5%
Distance from fire stations†	Fire stations from IFTDSS	12.5%

*We used a 5-mile buffer based on Core Team guidance regarding wind, fuels, and topography in the region.

†Distance from fire stations was partitioned in 5-, 10-, and 15-minute drive time intervals: 5-minute rated 0, 10-minute rated 1, 15-minute rated 2, and >15-minute rated 3. We used the ESRI tool—generate service areas—and configured the analysis for access for emergency vehicles.

COMPOSITE RISK-HAZARD ASSESSMENT RESULTS

The Composite Risk-Hazard Assessment modeling approach uses a weighted sum model, which "stacks" geographically aligned data sets and evaluates an output value derived from each cell value of the overlaid data set in combination with the weighted assessment. In a weighted sum model, the weighted values of each pixel from each parameter data set are added together so that the resulting data set contains pixels with summed values of all the parameters. This method ensures that the model resolution is maintained in the results and thus provides finer detail and range of values for denoting fire risk. While weighted sum composite rasters can be better for describing more detailed variations in risk, they can be overwhelming and difficult to understand, so we also created a reclassified raster from the weighted sum composite, using the natural breaks (Jenks) method, with four categories of low, medium, high, and extreme risk. Figure 3.3 illustrates the individual data sets and the relative weights assigned within the modeling framework. Table 3.3 shows the same data sets and weights but includes the data source. These include fire behavior parameters, fire occurrence density, HVRAs, WUI, and distance from fire stations. Figure 3.4 is the Composite Risk-Hazard Assessment for the Planning Area and classifies the Planning Area into low, moderate, high, and extreme risk categories.

Overall, the Composite Risk-Hazard Assessment (see Figure 3.4) shows high and extreme risk areas around the perimeter of 40 Acres, with extreme risk areas concentrated to the east, south, and southwest.

Moreover, discussions with local experts revealed that fires in the region are driven by strong west and southwest winds (and occasionally, north) and that the region has a history of fires along riparian corridors. Indeed, the riparian fuel bed leading into 40 Acres from the southwest (Pine Creek diversion) is classified as extreme risk.

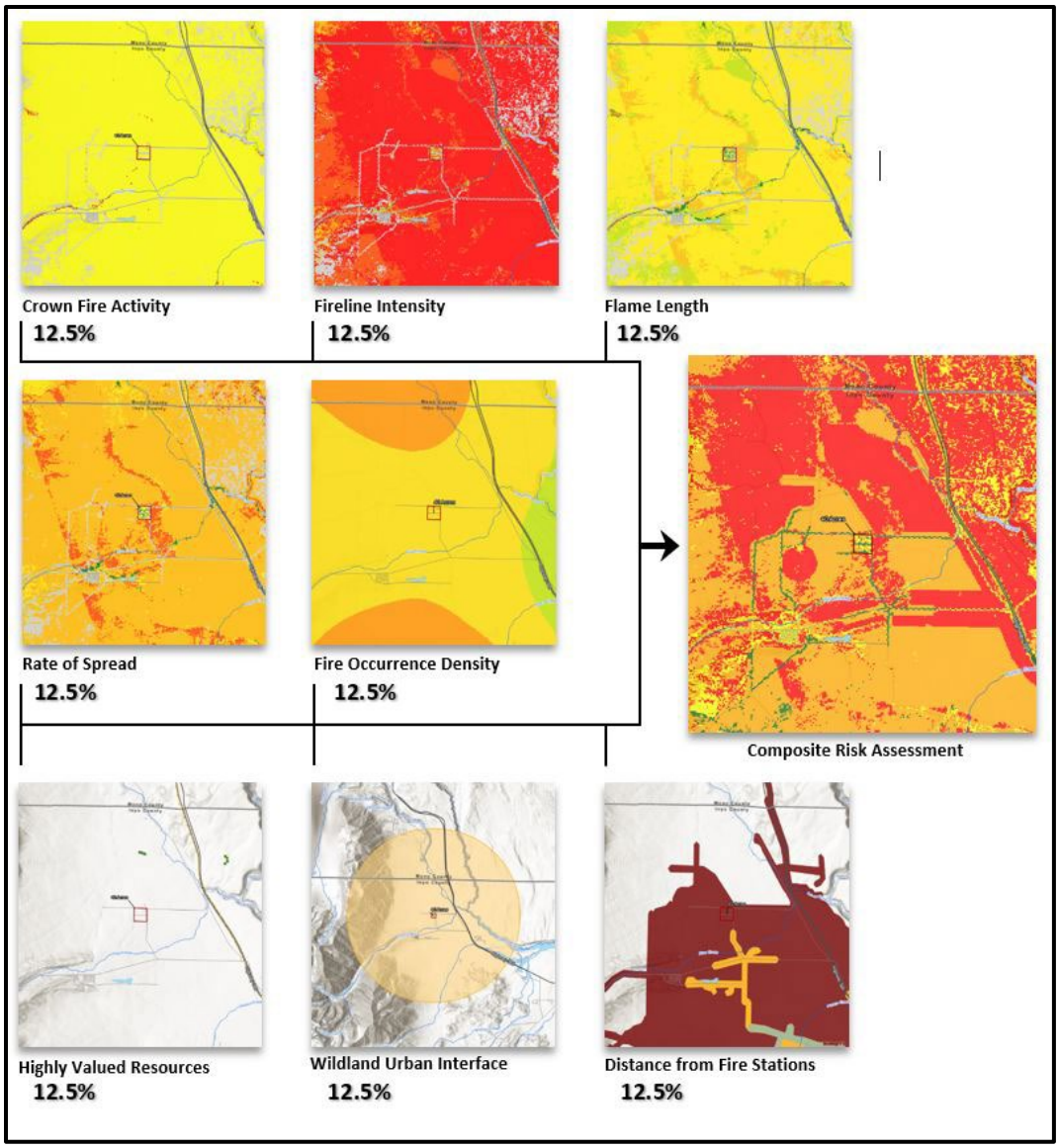


Figure 3.3. Composite Risk-Hazard Assessment overlay process.

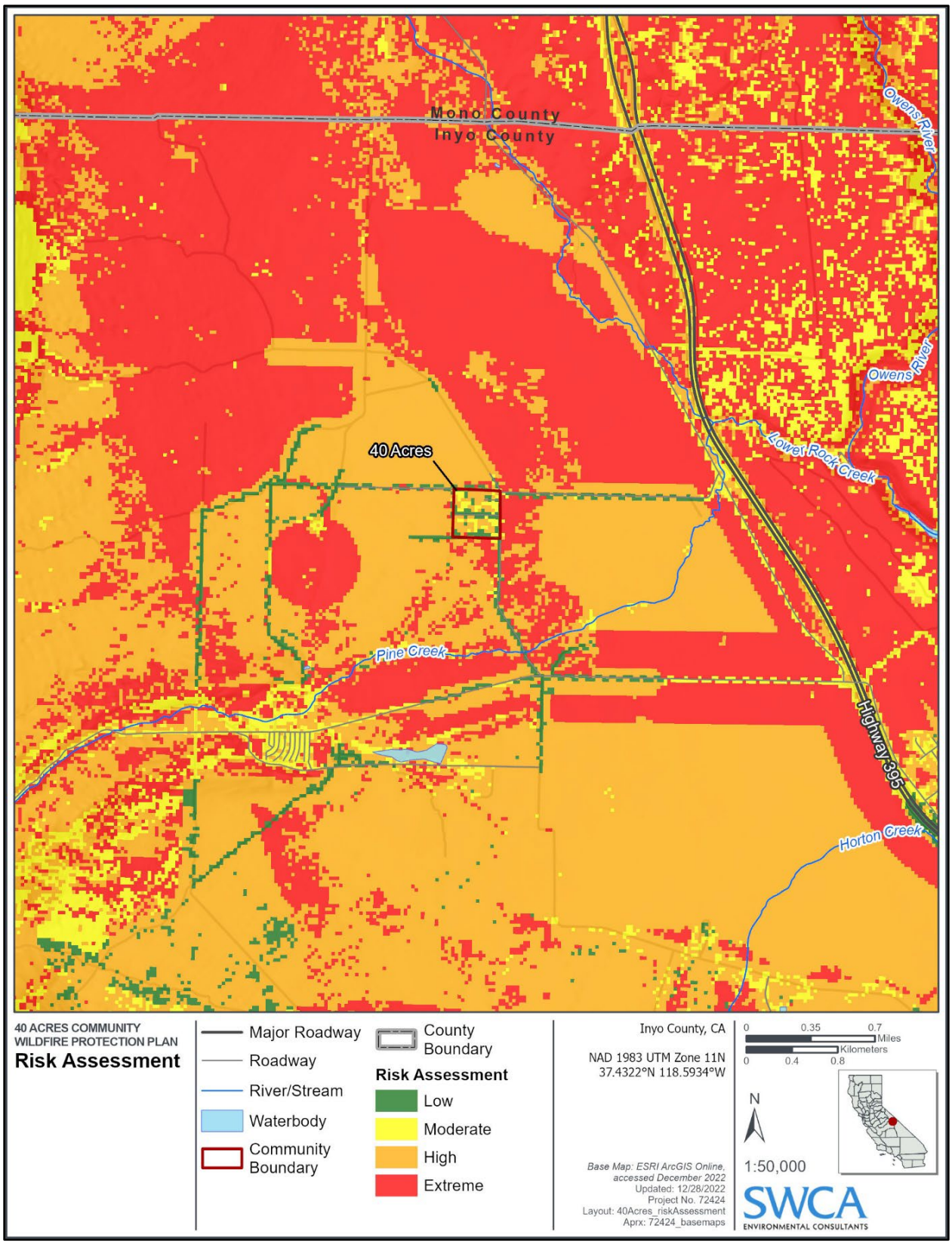


Figure 3.4. Composite Risk-Hazard Assessment.

VALUES AT RISK

Earlier compilation of the critical infrastructure in the Planning Area, coupled with the community assessments, public outreach, and Core Team input, has helped in the development of a list of VARs from wildland fire. These data are also supplemented with HVRA data, which is a data set that is being gathered nationwide and available through the Interagency Fuel Treatment Decision Support System (IFTDSS). The public was encouraged to provide additional VARs during the public outreach period, via the story map survey link. Based on feedback provided, this section and the associated mapping was revised.

In addition to critical infrastructure, VARs can also include natural, social, and cultural resources. It is important to note that although an identification of VARs can inform treatment recommendations, a number of factors must be considered in order to fully prioritize areas for treatment; these factors include appropriateness of treatment, land ownership constraints, locations of ongoing projects, available resources, and other physical, social, or ecological barriers to treatment.

The scope of this CWPP does not allow determination of the absolute natural, socioeconomic, and cultural values that could be impacted by wildfire in the Planning Area. In terms of socioeconomic values, the impact due to wildfire would cross many scales and sectors of the economy and call upon resources locally, regionally, and nationally.

NATURAL VALUES AT RISK

The CWPP Planning Area and the adjacent federal land have a variety of natural resources of particular concern to land managers, such as rare habitats and listed plant and wildlife species. Public outreach throughout the community has emphasized the importance of protecting natural/ecological values to the general public (Figure 3.5). Examples of natural values identified by the public and the Core Team include the following:

- Public land (e.g., Inyo National Forest, BLM land)
- Trail systems (e.g., BLM trails)
- Agricultural land
- Scenic viewsheds
- Wildlife habitat and sensitive species
- Archeological sites
- Watersheds and preservation of water quality for 40 Acres
- Riparian habitats



Figure 3.5. Example of a natural VAR, public trails.

SOCIOECONOMIC VALUES AT RISK

Social values include population, recreation, infrastructure, and the built environment (Figure 3.6). The entire community of 40 Acres falls within the WUI. Examples include the following:

- Communications infrastructure, power lines (e.g., cell phone, weather station, and radio towers)
- Water infrastructure and storage
- Recreation sites (e.g., campgrounds)
- Schools
- Public safety infrastructure
- Highways



Figure 3.6. Example of a socioeconomic VAR, Pine Creek flume, which could be impacted by post-fire erosion and sedimentation.

CULTURAL VALUES AT RISK

Several historical landmarks are scattered throughout the region. Particular cultural VARs that have been identified by the Core Team and the public in the CWPP Planning Area are the following:

- Barns
- Agricultural infrastructure
- Historic houses

This page intentionally left blank.



CHAPTER 4 – MITIGATION STRATEGIES

This chapter provides project recommendations and implementation guidance. However, mitigation does not stop there. In addition to the recommendations, recognizing wildfire mitigation, preparedness, and resilience means being prepared both pre- and post-fire. Post-fire response and rehabilitation information can be found in Appendix K.

This plan has been aligned with the Cohesive Strategy and its Phase III Western Regional Action Plan by adhering to the nationwide goal:

> *"To safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and as a Nation, live with wildland fire." (Forests and Rangelands 2014:3).*

Thus, CWPP recommendations have been structured around the three main goals of the Cohesive Strategy: restoring and maintaining landscapes, fire-adapted communities, and wildfire response. Many of the recommendations listed can be implemented at the homeowner or community level. Projects requiring large-scale support can be prioritized based on the Composite Risk-Hazard Assessment.

Recommendation matrixes are used throughout this chapter to serve as an action plan for implementation. Recommendations have been aligned with the strategies in the 2021 California's Wildfire and Forest Resilience Action Plan (California Forest Management Task Force 2021) wherever possible.

COHESIVE STRATEGY GOAL 1: RESTORE AND MAINTAIN LANDSCAPES

Goal 1 of the Cohesive Strategy and the Western Regional Action Plan is Restore and Maintain Landscapes: Landscapes across all jurisdictions are resilient to fire and other disturbances in accordance with management objectives.

> *"Sustaining landscape resiliency and the role of wildland fire as a critical ecological process requires a mix of actions that are consistent with management objectives. The West will use all*

> *available methods and tools for active management of the landscape to consider and conserve a diversity of ecological, social, and economic values. The West will coordinate with all partners and seek continued stakeholder engagement in developing market-based, flexible and proactive solutions that can take advantage of economies of scale. All aspects of wildland fire will be used to restore and maintain resilient landscapes. Emphasis will be placed on protecting the middle lands near communities."* (Western Regional Strategy Committee [WRSC] 2013:14).

In this CWPP, recommendations to restore and maintain landscapes focus on vegetation management and hazardous fuel reduction.

The federal lands surrounding 40 Acres have been home to an active fuel treatment program by land managers for many years. Figure 4.1 shows existing fuel treatments that have been completed or planned in and around the Planning Area. This information is derived from the BLM and the 40 Acres Fire Safe Council (FSC). The reader is referred to agency websites and the Federal Register for the latest information on planned or ongoing actions on adjacent public land. The treatment already observed surrounding the Planning Area should be built upon in order to increase fuel treatment effectiveness across the landscape.

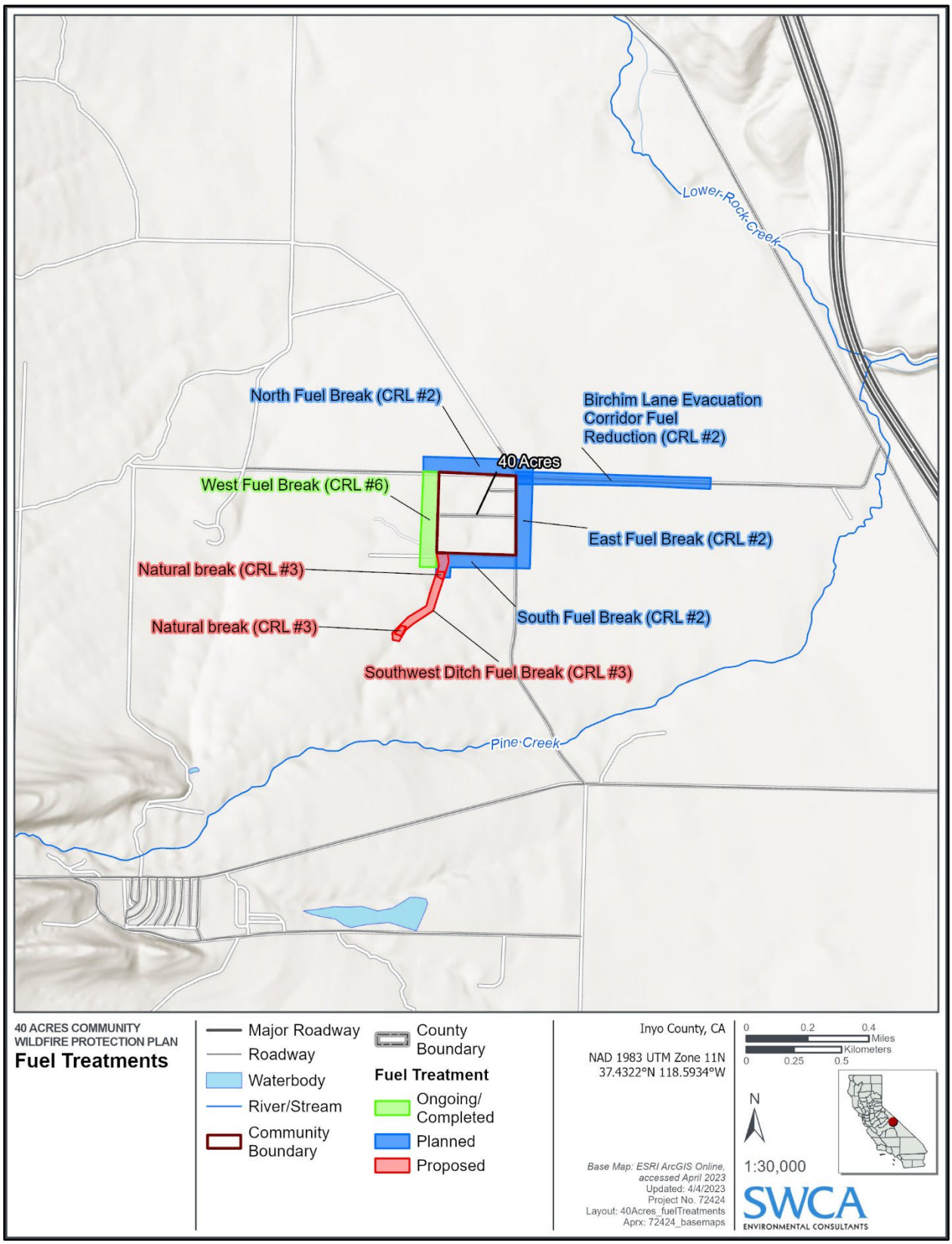


Figure 4.1. Ongoing, planned, and proposed fuels treatments around 40 Acres. Note: the "CRL #" text refers to the Project ID in Table 4.1.

RECOMMENDATIONS FOR HAZARDOUS FUEL REDUCTION

Fuels management of public and private land in the WUI is key to the survival of homes during a wildfire event, as well as the means to meet the criteria of Goal 1. Research has shown how fuel treatments in the WUI can change fire behavior to support suppression activities and protect homes (Evans et al. 2015). The importance of fuels management is reflected in policy at the federal level, with the HFRA requiring that federal land management agencies spend at least 50% of their fuels reduction funds on projects in the WUI.

Fuels should be modified with a strategic approach to reduce the threat that high-intensity wildfires pose to lives, property, and other values. This section provides information on fuel treatment methodologies that can be applied to protect structures (defensible space) as a top priority, then near community boundaries (fuel breaks, cleanup of adjacent open spaces), and finally in the wildlands beyond community boundaries (larger-scale forest health and restoration treatments). The emphasis of each of these treatment types is unique. Proximate to structures, the recommendations focus on reducing fire intensity and fire spread rates consistent with Firewise and International Fire Code standards. Further into open space areas, treatments tend to emphasize forest health and increasing resiliency to catastrophic wildfire and other disturbances.

Table 4.1 summarizes the types of treatments recommended throughout the Planning Area. The majority of the treatments are focused on higher risk areas, as defined by the Composite Risk-Hazard Assessment and Core Team input. Tables 4.1, 4.2, and 4.3 also address the requirement for an action plan and assessment strategy by providing monitoring guidelines and a timeline for implementation. This timeline is obviously dependent on available funding and resources, as well as the National Environmental Policy Act (NEPA) and CEQA protocols for any treatments pursued on public land. Figures 4.2 and 4.3 illustrate the CEQA process for CalVTP implementation and the CalVTP treatable landscape, respectively. It should be noted that the CalVTP process is not necessarily restricted to the treatable landscape. Lands outside of the treatable landscape area may also qualify with proper paperwork and justification. The CalVTP Final Programmatic Environmental Report is applicable to projects at least partially within the SRA, including projects on private land, if they receive state or local government grants for vegetation treatment. It should also be noted that CalVTP is not the only option available to comply with CEQA requirements; project-specific negative declarations or mitigated negative declarations may also be employed.

When applying fuel treatments, every effort should be made to align treatments with the State Forest Action Plan Assessment and Strategy (CAL FIRE 2018a, 2018b) with consideration of all appropriate best management practices and sound science. In addition, treatments should be strategically located in areas to maximize effectiveness of other existing and ongoing projects (Figure 4.1). A list and detailed descriptions of fuels treatment types and methods, including defensible space practices and larger-scale projects, is housed in Appendix J.

When possible, simultaneously planning for the management of multiple resources while reducing fuels will ensure that the land remains viable for multiple uses in the long term. The effectiveness of any fuel reduction treatment depends on the degree of maintenance and monitoring that is employed. Monitoring will also ensure that objectives are being met in a cost-effective manner.

The treatment list is by no means exhaustive and serves to provide a baseline of required projects for the future management of the Planning Area. Many projects may be eligible for grant funds available from federal and/or state sources. For a list of funding sources, please refer to Appendix F.

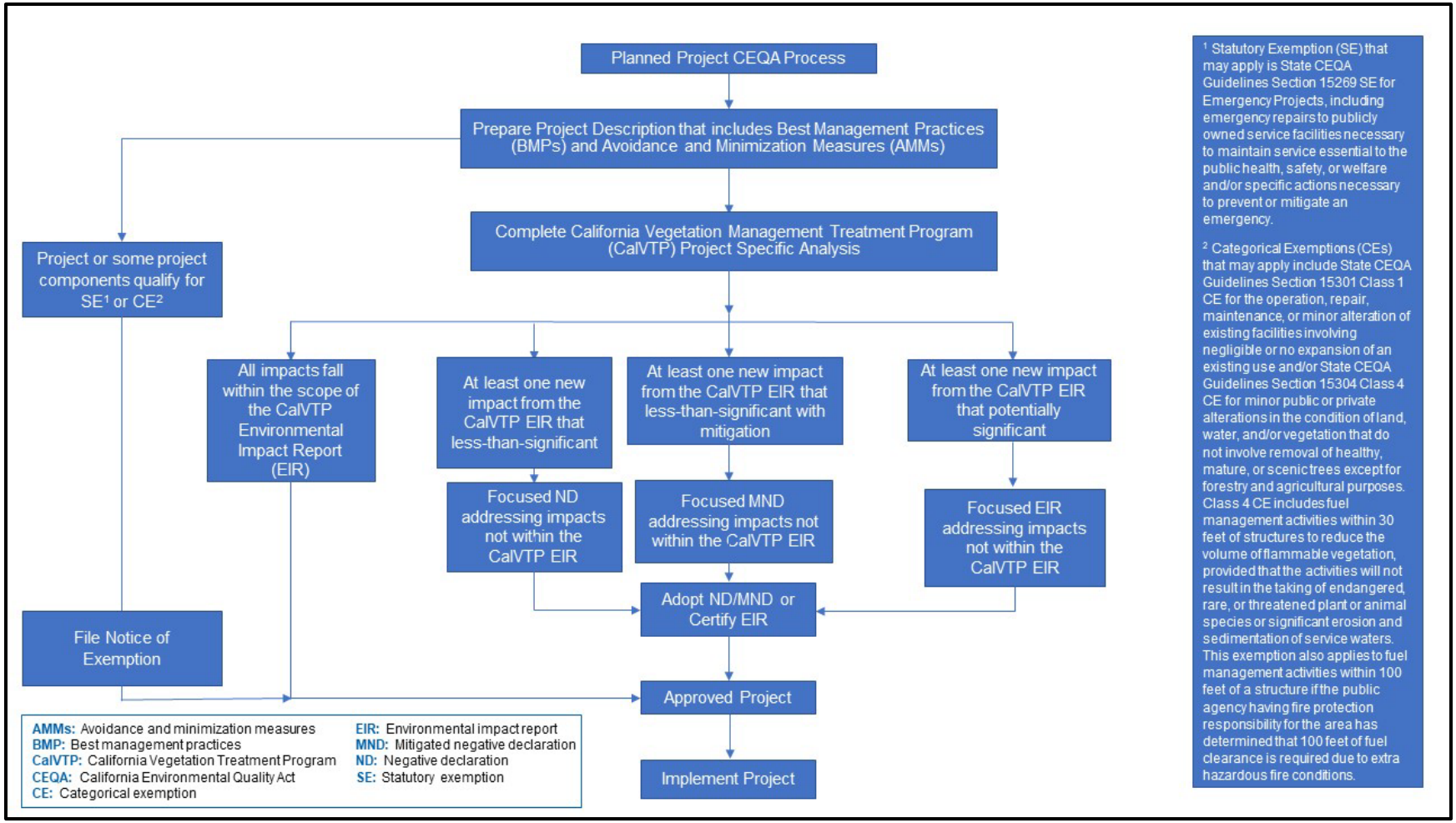


Figure 4.2. CEQA process for CalVTP implementation.

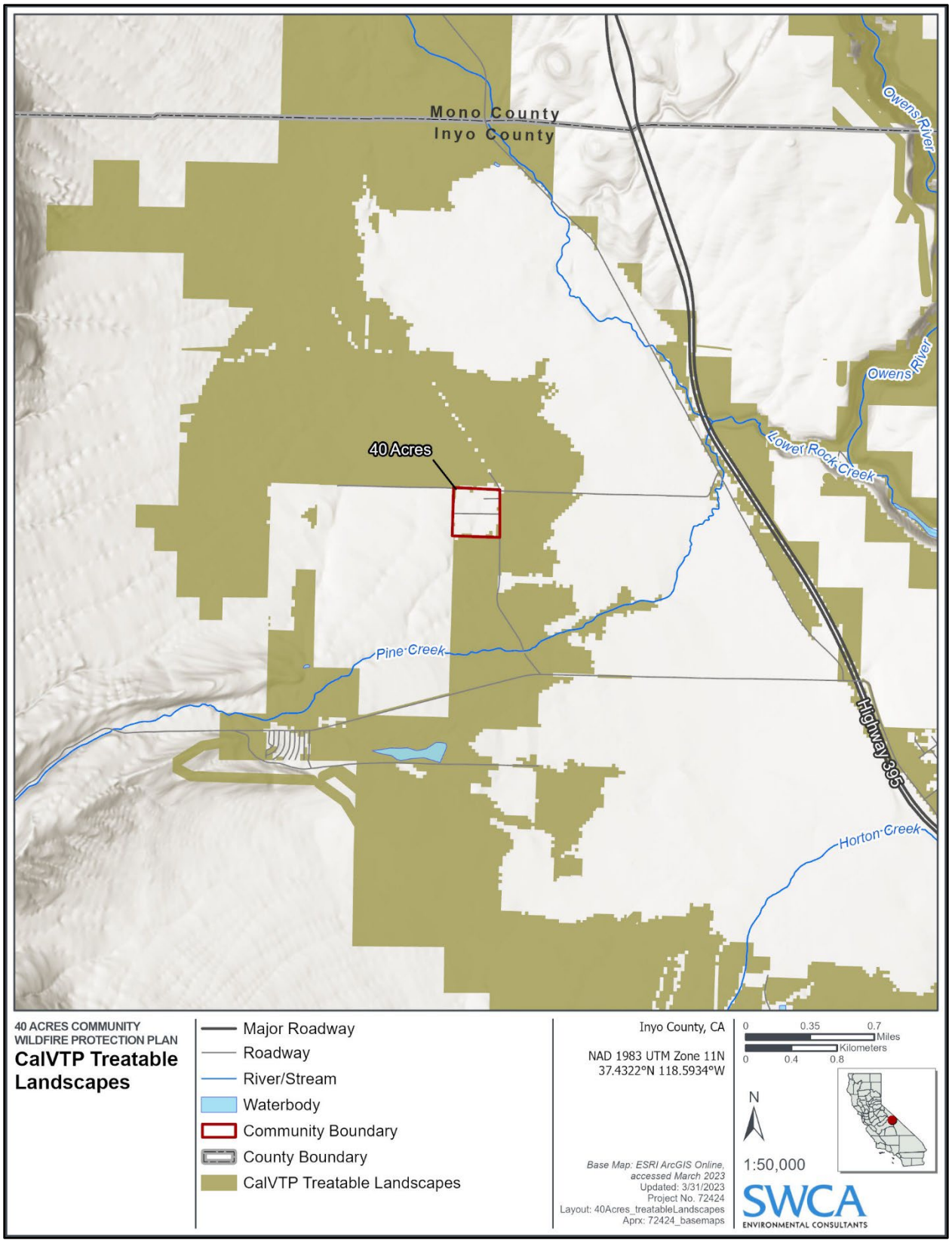


Figure 4.3. CalVTP treatable landscape.

Ongoing, Planned, and Proposed Fuels Treatments in 40 Acres

As previously stated, fuel treatments are an effective means of reducing fire risk to communities in the WUI. Fuel treatments such as mastication, thinning, prescribed burning, and dead tree and shrub removal serve to reduce fuel loading and diminish potential fire behavior. For example, reducing ladder fuels minimizes transmission of fire from the surface into the crowns, and tree thinning increases the distance between tree crowns, which will help to reduce the potential for crown fires and extreme fire behavior. In addition, fuels treatments enhance firefighter safety and increase the efficiency of fire suppression actions.

The 40 Acres FSC has been proactive in planning and implementing fuel breaks around the perimeter of 40 Acres. Figure 4.1 above shows the ongoing, planned, and proposed fuels reductions projects in 40 Acres. The west fuel break was recently completed and included treatment on 7.2 Acres of BLM land (Figure 4.4). Fuel breaks to the north (8 acres along Birchim Lane), east (7.2 acres along North Round Valley Road), and south (6.8 acres along Hardy Road), as well as the Birchim Lane Evacuation Corridor Fuel Reduction project (12 acres along Birchim Lane), are currently in the works (see Figure 4.1). In addition, the Core Team and the Risk-Hazard Assessment identified the southwest ditch as a priority area for fuel reduction due to the dense and continuous fuel bed as well as topography and wind patterns. Therefore, fuel reductions along this ditch are identified as a high-priority project for 40 Acres (see Table 4.1 and Figure 4.1). It should be noted that 1) the fuel breaks along the southwest ditch are conceptual projects (i.e., potential future projects and 2) the north, east, and south fuel breaks, as well as the Birchim Lane Evacuation Corridor Fuel Reduction project, are planned projects.



Figure 4.4. The 7.2-acre fuel break on the west side of 40 Acres.

This page intentionally left blank.

Table 4.1. Recommendations to Create Resilient Landscapes (Fuel Treatments)*

Project ID	Status/Type	Priority (H,M,L)	Timeline for Action	Project Description	Location	Partners and/or Collaborating Agencies	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
CRL #1	Conceptual (potential future project)	H	Spring 2024	Selective thinning and removal of dead and downed vegetation, particularly light fuels (small branches, twigs, dead brush) along ditches and creeks. Consider selective and strategic removal of larger dead logs to enhance firefighter access.	Along ditches and creeks, focusing on the southwest ditch	40 Acres FSC, LADWP (to provide access and coordination), CDFW, BLM	• Work with CDFW to determine feasible projects • Treatment methods could include hand thinning and prescribed fire when appropriate • Consider creating breaks for fire apparatus access	• Limit the spread of wildland fire and increase access to water resources with strategic placement of fuel breaks • Provide for safe and effective wildfire response capabilities	• Frequent maintenance since riparian vegetation grows quickly	• CAL FIRE Forest Health Grants • California EPA Loans and Grants • U.S. Forest Service Community Wildfire Defense Grant (USFS CWDG) • California Climate Investments Fire Prevention Grant Program (CAL FIRE) • LADWP can provide letters of support for grant applications
CRL #2	Ongoing/in planning by the 40 Acres FSC	H	According to project schedule	Follow through with the planned fuel breaks on the north, east, and south sides of the community, as well as the Birchim Lane Evacuation Corridor Fuel Reduction project Refer to Figure 4.1	Eastern, northern, and southern boundaries	LADWP (to provide access and coordination), CAL FIRE, 40 Acres FSC	• Work with LADWP and CDFW to install fuel breaks on the north, east, and south sides of the community • Whitebark Institute to support as needed for compliance or coordination	• Create resilient landscapes and address potential for extreme wildfire behavior in and around the WUI • Protect life and property by mitigating fuels • Provide defensible space for firefighters protecting structures	• Regular maintenance is needed to ensure the fuel break remains clear of dense and flammable vegetation • Monitor for invasive species	• CAL FIRE Grant Programs • USFS CWDG
CRL #3	Conceptual (potential future project)	H	Fall 2024	Work with CDFW and BLM to install fuel breaks along the ditch to the southwest Refer to Figure 4.1	Southwest ditch	40 Acres FSC, CAL FIRE, BLM	• Search for natural breaks in vegetation to create fuel breaks up to a quarter mile upstream from 40 Acres • Align treatment with CDFW land management and habitat objectives	• Balance the reduction of hazardous fuels with the protection of wildlife habitat • Protect life and property by mitigating fuels	• Regular maintenance is needed to ensure the fuel break remains clear of vegetation. • Monitor for invasive species	• FEMA Building Resilient Infrastructure and Communities Grant (BRIC) • USFS CWDG Grants • CAL FIRE Grant Programs
CRL #4		H	Fall 2024	Increase workforce and firefighting personnel capacity	40 Acres and surrounding area	CAL FIRE	• Develop workforce to implement and maintain needed hazardous fuels projects and to perform defensible space inspections • Seek recruitment opportunities with non-profits such as the California Conservation Corps	• Reduce wildfire risk through greater capacity for wildfire projects • Create resilient landscapes and address potential for extreme wildfire behavior in and around the WUI.	• Assess capacity on an annual basis	• FEMA Staffing for Adequate Fire and Emergency Response • FEMA Assistance to Firefighters Grants • California Fire Foundation Grant Program • USFS CWDG
CRL #5		H	Spring 2024	Support fuel reduction efforts on private property by addressing green waste management	40 Acres	Inyo County, 40 Acres FSC, CAL FIRE, BLM	• County to investigate how to acquire, rent, or borrow a chipper from BLM or CAL FIRE • 40 Acres FSC to coordinate/ establish chipper days for the communities • Consider liability concerns if trained personnel are not on-site to operate equipment	• Support community defensible space efforts • Reduce fuel loading within the community	• Springtime, yearly	• CAL FIRE Forest Health Grants • Firewise Communities Grants • CFSC Grants • USFS CWDG
CLR #6	Ongoing/approved by the 40 Acres FSC	H	According to project schedule	Maintain the fuel break on the west side of 40 Acres Refer to Figure 4.1	40 Acres	BLM, CAL FIRE, 40 Acres FSC	• Continue to apply the current approach	• Create resilient landscapes and address potential for extreme wildfire behavior in and around the WUI	• As scheduled	• CAL FIRE Grant Programs • USFS CWDG Grants • FEMA Building Resilient Infrastructure and Communities Grant (BRIC)

*See Appendix A to consult relevant regulations and past planning efforts

Table of Contents

This page intentionally left blank.

COHESIVE STRATEGY GOAL 2: FIRE-ADAPTED COMMUNITIES

Goal 2 of the Cohesive Strategy/Western Regional Action Plan is: Fire-Adapted Communities: Human populations and infrastructure can withstand a wildfire without loss of life and property. The basic premise of this goal is:

> *"Preventing or minimizing the loss of life and property due to wildfire requires a combination of thorough pre-fire planning and action, followed by prudent and immediate response during a wildfire event. Post-fire activities can also speed community recovery efforts and help limit the long-term effects and costs of wildfire. CWPPs should identify high-risk areas and actions residents can take to reduce their risk. Fuels treatments in and near communities can provide buffer zones to protect structures, important community values and evacuation routes. Collaboration, self-sufficiency, acceptance of the risks and consequences of actions (or non-action), assisting those who need assistance (such as the elderly), and encouraging cultural and behavioral changes regarding fire and fire protection are important concepts. Attention will be paid to values to be protected in the middle ground (lands between the community and the forest) including watersheds, viewsheds, utility and transportation corridors, cultural and historic values, etc."* (WRSC 2013:15).

In this CWPP, recommendations for fire-adapted communities include public education and outreach actions and actions to reduce structural ignitability.

RECOMMENDATIONS FOR PUBLIC EDUCATION AND OUTREACH

Just as environmental hazards need to be mitigated to reduce the risk of fire loss, so do human hazards. Lack of knowledge, lack of positive actions (e.g., failing to create adequate defensible space), and negative actions (e.g., keeping leaf litter and exposed propane tanks close to structures) all contribute to increased risk of loss in the WUI.

Most residents in the WUI understand the risk that wildfire poses to their communities. However, it is important to continually engage the community as a partner in order to expand wildfire mitigation options across land ownership (McCaffrey 2004, 2020; McCaffrey and Olsen 2012; Winter and Fried 2000).

Methods to improve public education could include increasing awareness about fire department response and resource needs; providing workshops at demonstration sites showing Firewise landscaping techniques or fuels treatment projects; organizing community cleanups to remove green waste; publicizing availability of government funds for treatments on private land; and, most importantly, improving communication between homeowners and local land management agencies to improve and build trust, particularly since the implementation of fuel treatments and better maintenance of existing treatments needs to occur in the interface between public and private land.

Please see Appendix B for a list of educational resources.

Table 4.2 lists public education recommendations to be implemented in 40 Acres.

RECOMMENDATIONS FOR REDUCING STRUCTURAL IGNITABILITY

Table 4.2 provides a list of community-based recommendations to reduce structural ignitability that should be implemented throughout the 40 Acres CWPP Planning Area. Reduction of structural ignitability depends largely on public education, which provides homeowners the information they need to take responsibility for protecting their own properties. A list of action items that individual homeowners can follow can be found below. Carrying out fuels reduction treatments on public land may only be effective in reducing fire risk to some communities; if homeowners have failed to provide mitigation efforts on their own land, the risk of home ignition remains high, and firefighter lives are put at risk when they carry out structural defense.

Preparing for wildland fire by creating defensible space around the home is an effective strategy for reducing structural ignitability as discussed under Cohesive Strategy Goal 1: Resilient Landscapes. Studies have shown that burning vegetation beyond 120 feet of a structure is unlikely to ignite that property through radiant heat (Butler and Cohen 1996), but fire bands that travel independently of the flaming front have been known to destroy or damage houses that had not been impacted by direct flame impingement. Hardening the home to ignition from embers, including maintaining vent coverings and other openings, is also strongly advised to protect a home from structural ignitability. Managing the landscape around a structure by removing weeds, leaves, pine needles, woody material, and combustible debris within a 30-foot radius and keeping the roof and gutters of a home clean are two maintenance measures proven to limit combustible materials that could provide an ember bed and ignite the structure. In essence, reducing structural ignitability and creating defensible space are key for protecting from the potential loss and damage due to intense wildfires, such as the 2015 Round Fire, in and around the Planning Area. Detailed information regarding defensible space practices, as well as a list of actions for reducing structural ignitability, can be found in Appendix J.

Pertinent information regarding recent legislation related to Goal 2 of the Cohesive Strategy is provided below.

Assembly Bill 38: Assembly Bill 38 (2019) amended sections of the Civil, Government, and Public Resources Codes to set forth a comprehensive wildfire mitigation financial support program, which facilitates cost-effective home/structure hardening and retrofitting to create fire-resistant homes, businesses, and public structures. The amendments require the State Fire Marshal, in consultation with the Director of Forestry and Fire Protection and the Director of Housing and Community Development to identify building retrofits and hardening measures eligible for financial assistance under the program. Additionally, the amendments require that CAL FIRE identify defensible space, vegetation management, and fuel treatment procedures eligible for financial assistance. Wildfire hazard areas eligible for financial assistance under the program include LRAs situated within very high fire hazard severity zones and SRAs within any fire hazard severity zone (California Governor's Office of Planning and Research [CA GOPR] 2020a).

Table 4.2. Recommendations for Creating Fire-Adapted Communities (Public Education and Reducing Structural Ignitability)*

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Partners and/or Collaborating Agencies	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FAC #1		H	Winter 2023	Inform the public on how to mitigate risk and damage from wildfire	40 Acres	40 Acres FSC,CAL FIRE, and Inyo County OES	• Create wildfire information and education documents for distribution • Increase awareness and knowledge through community workshops and training classes on defensible space, fire safe landscaping, and structural hardening concepts • Provide a printed list of mitigation measures to homeowners. Utilize Ready, Set, GO! Literature. Utilize list of actions broken down by cost • Provide community-specific homeowner education media, including videos (demonstration projects on private property) • 40 Acres FSC to engage new homeowners/renters to promote fire education for property residents, even if temporary • Work with fire departments to create a checklist of what responders look for during triage so the public can see what responders look for. • Ensure that all interactions result in follow up engagement by collecting contact information for residents interested in action. • Seek opportunities to work with the Whitebark Institute for defensible space and home hardening workshops and/or community demonstrations	• Reduce wildfire risk through community collaboration • Protect communities and valued resources by raising awareness of community residents and those staying in the area about actions that can prevent fires	• Review and revise strategy on an annual basis	• FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • EPA Environmental Education Grants • CAL FIRE Grant Programs • CFSC Grants • USFS CWDG
FAC #2		H	Fall 2023	Seek Firewise Community Certification for 40 Acres	40 Acres	40 Acres FSC	• Work with Firewise USA, the California FSC, and the Inyo County Wildfire Preparedness Coordinator to begin the process of Firewise certification if community supports involvement • Evaluate community interests in Firewise Certification • Conduct a cost-benefit analysis of forming a Firewise-certified community • Engage local, county, and state stakeholders	• Reduce wildfire risk through community collaboration • Facilitate access to funding and assistance • Develop a framework for action	• Maintain “good standing” by reporting work completed and accomplishments on an annual basis	• Firewise Grants • CFSC Grants • USFS CWDG
FAC #3		H	Spring 2024	Implement community events focused on vulnerable populations	40 Acres	40 Acres FSC and Inyo County OES	• Identify volunteers • Host a community-led day of yard cleanup with fire mitigation in mind to encourage large numbers within the community to carry out mitigation measures and implement defensible space • Residents to assist elderly, disabled, or vulnerable neighbors	• Reduce wildfire risk through greater adoption of Firewise and structure hardening measures	• Yearly, in preparation for the fire season • Conduct annual review to determine what works and what doesn’t	• FEMA BRIC Grants • CAL FIRE Grants • CFSC Grants • USFS CWDG

Table of Contents

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Partners and/or Collaborating Agencies	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FAC #4		H	Fall 2024	Investigate 1) opportunities to offer financial assistance for defensible space work to seniors and low-income individuals and 2) how to use community-wide benefits to motivate individuals to create defensible space	40 Acres	Inyo County OES, 40 Acres FSC	• 40 Acres FSC to work with the County to identify funding opportunities • 40 Acres FSC to identify methods to incentivize homeowners to create defensible space • Identify grants for the FSC to hire contractors to perform defensible space work • Seek opportunities to partner with Team Rubicon (https://teamrubiconusa.org/) for free wildfire mitigation support	• Assist vulnerable populations with wildfire risk reduction • Support community defensible space efforts • Reduce fuel loading within the community	• Establish a program to determine frequency of activities	• Firewise Grants • CAL FIRE Wildfire Prevention Grants • CFSC Grants • USFS CWDG
FAC #5		H	Summer 2023	Involve second-home owners and absentee homeowners in wildfire education and mitigation efforts	40 Acres	Inyo County OES, 40 Acres FSC	• Inyo County Wildfire Preparedness Coordinator to use the county assessor's mailing list to pull contact information for second homes and absentee homeowners	• Encourage community-wide involvement in wildfire prevention and mitigation efforts	• Biannual	Not applicable
FAC #6		H	Spring 2023	Implement and maintain defensible space and structure hardening measures	40 Acres	Community residents and homeowners	• Implement defensible space standards in the community • Upgrade combustible construction materials to fire-resistive materials • Seek opportunities to partner with Team Rubicon (https://teamrubiconusa.org/) for free wildfire mitigation support	• Reduce wildfire risk through greater adoption of Firewise and structure hardening measures	• Yearly maintenance	• CAL FIRE Wildfire Prevention Grants • Firewise grants • CFSC Grants • USFS CWDG
FAC #7		M	Spring 2024	Establish relationships with non-profit and public agencies to increase capacity	40 Acres	40 Acres FSC and Inyo County OES	• Investigate opportunities to form relationships with non-profit agencies such as California Conservation Corps, American Conservation Experience, and Team Rubicon (https://teamrubiconusa.org/)	• Create resilient landscapes and address potential for extreme wildfire behavior in and around the community	N/A	Not applicable
FAC #8		M	Spring 2024	Conduct a community walkthrough	40 Acres	40 Acres FSC, CAL FIRE, BLM	• CAL FIRE and BLM staff to host a community walkthrough day with community residents to determine potential projects and needs for defensible space, fuel breaks, and fire response	• Increase wildfire preparedness and community safety • Engage and involve community members	• Conduct on an annual basis	Not applicable
FAC #9		M	Spring 2025	Address excess rubbish and debris on private properties	40 Acres	Inyo County OES, Inyo County Board of Supervisors	• Investigate the feasibility of establishing a County ordinance to mandate the clearing of hazardous rubbish and debris	• Decrease hazardous combustible materials from the community • Enhance community safety	N/A	Not applicable
FAC #10		H	Summer 2024	Establish a community pre-fire plan	40 Acres	40 Acres FSC, 40 Acres homeowners, CAL FIRE, Inyo County OES	• Collaboratively develop a pre-fire plan to facilitate neighbor to neighbor information sharing and emergency readiness • Make plans for pet and livestock evacuations (e.g., contacts for evacuation assistance and shelter locations) • Create a map with backup energy sources that are independent of the grid • Distribute pre-fire plans to all residents and place in Airbnb properties • Identify elderly residents that may need assistance with evacuation	• Promote community involvement • Improve community preparedness	• Yearly updates	• CAL FIRE Wildfire Prevention Grants • CFSC Grants • Firewise Grants • USFS CWDG

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Partners and/or Collaborating Agencies	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources

FAC #8		H	Spring 2024	Improve wildfire emergency notification systems and wildfire signage	40 Acres	Sheriff's Office and Inyo County OES	• Establish a reliable source (website or notification system) to relay alerts and messages quickly and consistently
							• Investigate the feasibility of upgrading internet capabilities for emergency notices
							• Inyo County to work with existing service providers to explore the feasibility of upgrading internet and communications infrastructure (e.g., cell coverage enhancements)
							• Inyo County to continue the process of upgrading the Inyo OES website
							• Encourage residents to sign up for public alert notifications through:
							  ○ WEA-Wireless Emergency Alert system on mobile devices (https://calalerts.org/wea.html#:~:text=WEAs%20are%20designed%20to%20get,sessions%20that%20are%20in%20progress)
							  ○ Inyo County Code Red Alert and Warning System (https://public.coderedweb.com/CNE/en-US/DAD807D480BF?isMobile=true)
								• Provide timely emergency alerts
								• Facilitate evacuation efforts
									• N/A	• County budget
										• CAL FIRE Wildfire Prevention Grants
										• Fire Management Assistance Grant (FMAG)
										• USFS CWDG

*See Appendix A to consult relevant regulations and past planning efforts

This page intentionally left blank.

COHESIVE STRATEGY GOAL 3: WILDFIRE RESPONSE

Goal 3 of the Cohesive Strategy/Western Regional Action Plan is Wildfire Response: All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions:

> *"A balanced wildfire response requires integrated pre-fire planning with effective, efficient, and coordinated emergency response. Pre-fire planning helps tailor responses to wildfires across jurisdictions and landscape units that have different uses and management objectives. Improved prediction and understanding of weather, burning conditions, and various contingencies during wildfire events can improve firefighting effectiveness, thereby reducing losses and minimizing risks to firefighter and public health and safety. Wildfire response capability will consider the responsibilities identified in the Federal Response Framework. Local fire districts and municipalities with statutory responsibility for wildland fire response are not fully represented throughout the existing wildland fire governance structure, particularly at the NWCG, NMAC, and GACC levels."* (WRSC 2013:15).

This section provides recommended actions that jurisdictions could undertake to improve wildfire response.

RECOMMENDATIONS FOR IMPROVING FIRE RESPONSE CAPABILITIES

Educating the public so they can reduce dependence on fire departments is essential because these resources are often stretched thin due to limited personnel. Education to enhance community preparedness is a key factor in supporting local fire departments in fire response, particularly educating residents about emergency notifications and evacuation protocols so that residents are able to safely evacuate an area while emergency responders prepare to protect life and property.

Table 4.3 provides recommendations for improving firefighting capabilities.

This page intentionally left blank.

Table 4.3. Recommendations for Safe and Effective Wildfire Response*

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Partners and/or Collaborating Agencies	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
SEWR #1		H	Fall 2024	Identify roads and shelter-in-place locations and inform residents about evacuation procedures	40 Acres	40 Acres FSC, Inyo County OES	• Identify shelter-in-place locations and distribute maps to all residents • Distribute information regarding County-designated community shelters • Distribute evacuation materials using resources from CAL FIRE, Firewise, and Ready, Set, GO! • Increase education through community workshops and mock evacuation drills • Develop a map that clearly shows all roads with potential ingress and egress points into 40 Acres and distribute to all residents	• Improve wildfire response and readiness • Facilitate evacuation procedures	• Update as needed to reflect changes in evacuation routes and shelter-in-place locations	• EPA Environmental Education Grants • FEMA Fire Prevention and Safety Grants • Firewise Communities Grants • CAL FIRE Community Wildfire Prevention Grants • USFS CWDG
SEWR #2		M	Spring 2025	Expand coverage of Alert California live cameras	40 Acres	Alert California Core University Partners	• Investigate opportunities to install cameras where there is limited coverage	• Enhance wildfire response and readiness • Support early attack plans • Facilitate emergency notifications such as evacuation orders	• Follow existing maintenance schedule	• FEMA Building Resilient Infrastructure and Communities Grants • CAL FIRE Fire Prevention Grants • USFS CWDG
SEWR #3		H	Fall 2024	Improve wildfire emergency notification systems	40 Acres	Sheriff's Office and Inyo County OES	• Investigate the feasibility of installing a siren system in the community • Establish a reliable source (website or notification system) to relay alerts and messages quickly and consistently • Inyo County to continue the process of upgrading the Inyo OES website	• Provide timely emergency alerts • Facilitate evacuation efforts	• Periodic testing of siren system	• FEMA BRIC Grants • CAL FIRE Community Wildfire Prevention Grants • USFS CWDG
SEWR #4		H	Winter 2023	Create additional means of ingress and egress	40 Acres	40 Acres FSC, BLM	• Connect Ocean View Road to the BLM road to the west • Work with CAL FIRE to determine road width specifications and requirements	• Provide alternative evacuation routes • Provide additional access points for fire responders	• As needed to prevent encroachment of vegetation	• FEMA Fire Prevention and Safety Grants • FEMA BRIC Grants • CAL FIRE Community Wildfire Prevention Grants • USFS CWDG

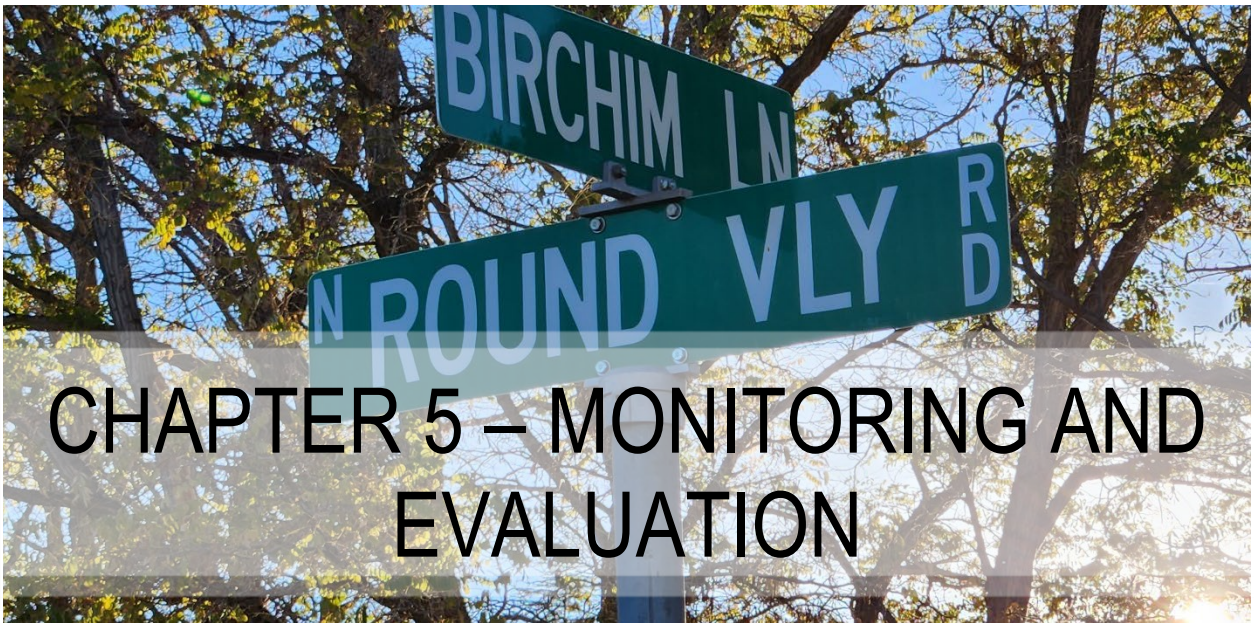
SEWR #5		M	Summer 2023	Provide sufficient clearance between power lines and trees	40 Acres	40 Acres FSC, Southern California Edison (SCE), LADWP	• Utilize SCE's tree removal/maintenance program to maintain safe clearance between power lines/poles and trees
							  ○ Report hazard trees (trees that are in contact with powerlines or poles) at (800) 655-4555
							• Use LADWPs hotline to report hazard trees that are leaning and/or touching powerlines and poles (760) 873-0251
							  ○ LADWP patrols will evaluate reports and determine if treatment is needed
								• Reduce hazard tree encroachment
								• Enhance firefighter safety
									• As needed	• Not applicable

SEWR #6		M	Spring 2024	Maintain dirt roads and trails	40 Acres	CAL FIRE, BLM, Inyo County OES	• Maintain existing road and trail networks using mechanical treatments	• Provide access to fire personnel • Establish fuel breaks and fire containment lines	• Annually	• USFS Community Wildfire Defense Grant • CAL FIRE Community Wildfire Prevention Grants • FEMA BRIC Grants

Table of Contents

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Partners and/or Collaborating Agencies	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
SEWR #7		M	Spring 2025	Assess existing water supply for fire suppression and develop a map of backup power sources		CAL FIRE, Inyo County OES	• Conduct an assessment of water resources in 40 Acres to determine whether improvements are needed • Identify backup power sources (e.g., solar power and generators) in the community and create a map to distribute to fire agencies and 40 Acres residents	• Protect life and property though improved firefighting response • Improve firefighter safety	• As needed	• FEMA BRIC Grants • USFS CWDG
SEWR #8		H	Spring 2024	Establish a dedicated Wildfire Preparedness Coordinator position for Inyo County	Inyo County	Inyo County	The Wildfire Preparedness Coordinator will serve to support: • Development of annual operating plans • Coordination and cooperation between agencies, organizations, and communities • Implementation of projects identified in this CWPP • Efforts regarding public outreach, awareness, and knowledge • Volunteer fire departments and FSCs with building capacity • Acquisition of grant funding • The Wildfire Preparedness Coordinator position is currently grant funded	• Enhance fire prevention and protection efforts • Protect communities and valued resources through code enforcement • Streamline wildfire mitigation efforts • Increase grant opportunities	• N/A	• County budget

*See Appendix A to consult relevant regulations and past planning efforts



CHAPTER 5 – MONITORING AND EVALUATION

Developing an action plan and an assessment strategy that identifies roles and responsibilities, funding needs, and timetables for completing highest-priority projects is an important step in organizing the implementation of the 40 Acres CWPP. The previous chapter identifies tentative timelines and monitoring protocols for project recommendations, the details of which are outlined below.

All stakeholders and signatories to this CWPP desire worthwhile outcomes. It is also known that risk reduction work on the ground, for the most part, is often not attainable in a few months—or even years—and typically requires scheduled maintenance (e.g., annual, semiannual, etc.). The amount of money and effort invested in implementing a plan such as this requires that there be a means to describe, quantitatively and/or qualitatively, whether the goals and objectives expressed in this plan are being accomplished according to expectations.

Monitoring and reporting contribute to the long-term evaluation of changes in ecosystems, as well as the knowledge base about how natural resource management decisions affect both the environment and the people who live in it. Furthermore, as the CWPP evolves over time, there may be a need to track changes in policy, requirements, stakeholder changes, and levels of preparedness. These can be significant for any future revisions and/or addendums to the CWPP.

It is recommended that project monitoring be a collaborative effort. There are many resources for designing and implementing community based, multi-party monitoring that could support and further inform a basic monitoring program for the CWPP (Egan 2013). Multi-party monitoring involves a diverse group consisting of community members, community-based groups, regional and national interest groups, and public agencies. Using this multi-party approach increases community understanding of the effects of restoration efforts and trust among restoration partners. Multi-party monitoring may be more time consuming due to the collaborative nature of the work; therefore, a clear and concise monitoring plan must be developed.

Table 5.1 Identifies monitoring strategies for various aspects of all categories of CWPP recommendations and the effects of their implementation, both quantifiable and non-quantifiable, for assessing the progress of the CWPP and increase sustainability of projects. It must be emphasized that these strategies are 1) not exhaustive and 2) dependent on available funds and personnel to implement them.

Table 5.1. Recommended Monitoring Strategies

Strategy	Task/Tool	Lead	Remarks
Project tracking system	Online web app to track hazardous fuels projects spatially, integrating wildfire risk layer to show progress toward wildfire hazard and risk reduction. Web app would include attribute tables that outline project details	County	Interactive tool will be easily updated and identify areas that require additional efforts
Photographic record (documents pre- and post-fuels reduction work, evacuation routes, workshops, classes, field trips, changes in open space, treatment type, etc.)	Establish field GPS location; photo points of cardinal directions; keep photos protected in archival location	Core Team member	Relatively low cost; repeatable over time; used for programs and tracking objectives
Number of acres treated (by fuel type, treatment method)	GPS/GIS/fire behavior prediction system	Core Team member	Evaluating costs, potential fire behavior
Number of home ignition zones/defensible space treated to reduce structural ignitability	GPS	Homeowner	Structure protection
Number of residents/citizens participating in any CWPP projects and events	Meetings, media interviews, articles	Core Team member	Evaluate culture change objective
Number of homeowner contacts (brochures, flyers, posters, etc.)	Visits, phone	Agency representative	Evaluate objective
Number of jobs created	Contracts and grants	Core Team member	Evaluate local job growth
Education outreach: number, kinds of involvement	Workshops, classes, field trips, signage	Core Team member	Evaluate objectives
Emergency management: changes in agency response capacity	Collaboration	Agency representative	Evaluate mutual aid
Codes and policy changes affecting CWPP	Qualitative	Core Team	CWPP changes
Number of stakeholders	Added or dropped	Core Team	CWPP changes
Wildfire acres burned, human injuries/fatalities, infrastructure loss, environmental damage, suppression, and rehabilitation costs	Wildfire records	Core Team	Compare with 5- or 10-year average

FUELS TREATMENT MONITORING

It is important to evaluate whether fuel treatments have accomplished their defined objectives and whether any unexpected outcomes have occurred.

The strategies outlined in this section consider several variables:

- Do the priorities identified for treatment reflect the goals stated in the plan? Monitoring protocols can help address this question.

- Can there be ecological consequences associated with fuels work? Items to consider include soil movement and/or invasive species encroachment post-treatment. Relatively cost-effective monitoring may help reduce long term costs and consequences.
- Vegetation will grow back. Thus, fuel break maintenance and fuels modification in both the home ignition zone and at the landscape scale require periodic assessment. Monitoring these changes can help decision-makers identify appropriate treatment intervals.
- Monitoring for all types of fuels treatment is recommended. For example, in addition to monitoring mechanical treatments, it is important to carry out comprehensive monitoring of burned areas to establish the success of pre-fire fuels reduction treatments on fire behavior, as well as monitoring for ecological impacts, repercussions of burning on wildlife, and effects on soil chemistry and physics. Adaptive management is a term that refers to adjusting future management based on the effects of past management. Monitoring is required to gather the information necessary to inform future management decisions. Economic and legal questions may also be addressed through monitoring. In addition, monitoring activities can provide valuable educational opportunities for students.

The monitoring of each fuels reduction project would be site-specific, and decisions regarding the timeline for monitoring and the type of monitoring to be used would be determined by project. The most important part of choosing a fuels project monitoring program is selecting a method appropriate to the people, place, and type of project. Several levels of monitoring activities meet different objectives, have different levels of time intensity, and are appropriate for different groups of people. They include the following:

Minimum—Level 1: Pre- and Post-project Photographs

Appropriate for many individual homeowners who conduct fuels reduction projects on their properties.

Moderate—Level 2: Multiple Permanent Photo Points

Permanent photo locations are established using rebar or wood posts, GPS-recorded locations, and photographs taken on a regular basis. Ideally, this process would continue over several years. This approach might be appropriate for more enthusiastic homeowners or for agencies conducting small-scale, general treatments.

High—Level 3: Basic Vegetation Plots

A series of plots can allow monitors to evaluate vegetation characteristics such as species composition, percentage of cover, and frequency. Monitors then can record site characteristics such as slope, aspect, and elevation. Parameters would be assessed pre- and post-treatment.
The monitoring agency should establish plot protocols based on the types of vegetation present and the level of detail needed to analyze the management objectives. This method is appropriate for foresters or other personnel monitoring fuel treatments on forested lands.

Intense—Level 4: Basic Vegetation Plus Dead and Downed Fuels Inventory

The protocol for this level would include the vegetation plots described above but would add more details regarding fuel loading. Crown height or canopy closure might be included for live fuels. Dead and downed fuels could be assessed using other methods, such as Brown's transects (Brown 1974), an appropriate photo series (Ottmar et al. 2000), or fire monitoring (Fire Effects Monitoring and Inventory System [FIREMON]) plots. This method is ideal for foresters or university researchers tracking vegetation changes in forested land.

IMPLEMENTATION

The 40 Acres CWPP makes recommendations for prioritized fuels reduction projects, measures to reduce structural ignitability, and methods for carrying out public education and outreach. Implementation projects need to be tailored to the specific project and will be unique to the location depending on available resources and regulations. As aforementioned, on-the-ground implementation of the recommendations identified in this CWPP will require the use of the action plan (recommendation matrices in Chapter 4) as well as an assessment strategy for completing each project. This step will identify the roles and responsibilities of the people and agencies involved, as well as funding needs and timetables for completing the highest-priority projects (SAF 2004). Information pertaining to funding is provided in Appendix F.

CWPP EVALUATION

CWPPs are intended to reduce the risk from wildfire for a community and surrounding environment. However, over time, communities change and expand, vegetation grows back, and forests and wildlands evolve. As such, the risk of wildfire to communities is constantly changing. The plans and methods to reduce risk must be dynamic to keep pace with the changing environment. An evaluation of the CWPP will gather information and identify whether the plans and strategies are on course to meet the desired outcomes or if modifications are needed to meet expectations. It is recommended that the CWPP be evaluated on an annual basis, which should be completed by convening the existing Core Team so that all entities contribute to the evaluation. The CWPP document and planning goals and objective should be updated annually, based on findings from the evaluation.

Four general steps can be used to evaluate the CWPP:

1. Identify objectives: What are the goals identified in the plan? How are they reached? Is the plan performing as intended?
    a. Structural ignitability
    b. Fuel treatments
    c. Public education and outreach
    d. Multi-agency collaboration
    e. Emergency response
2. Assess the changing environment: How have population characteristics and the wildfire environment changed?
    a. Population change
        i. Increase or decrease
        ii. Demographics
    b. Population settlement patterns
        i. Distribution
        ii. Expansion into the WUI

   c. Vegetation
      i. Fuel quantity and type
      ii. Drought and disease impacts
3. Review action items: Are actions consistent with the plan's objectives?
   a. Check for status, i.e., completed/started/not started
   b. Identify completed work and accomplishments
   c. Identify challenges and limitations
   d. Identify next steps
4. Assess results: What are the outcomes of the action items?
   a. Multi-agency collaboration
      i. Who was involved in the development of the CWPP?
      ii. Have partners involved in the development process remained involved in the implementation?
      iii. How has the planning process promoted implementation of the CWPP?
      iv. Have CWPP partnerships and collaboration had a beneficial impact on the community?
   b. Risk assessment
      i. How is the risk assessment utilized to make decisions about fuel treatment priorities?
      ii. Have there been new wildfire-related regulations?
      iii. Are at-risk communities involved in mitigating wildfire risk?
   c. Hazardous fuels
      i. How many acres have been treated?
      ii. How many projects are cross-boundary?
      iii. How many residents have participated in creating defensible space?
   d. Structural ignitability
      i. Have there been updates to fire codes and ordinances?
      ii. How many structures have been lost to wildfire?
      iii. Has the CWPP increased public awareness of structural ignitability and reduction strategies?
   e. Public education and outreach
      i. Has public awareness of wildfire and mitigation strategies increased?
      ii. Have residents been involved in wildfire mitigation activities?
      iii. Has there been public involvement?
      iv. Have vulnerable populations been involved?

f. Emergency response
    i. Has the CWPP been integrated into relevant plans (e.g., hazard mitigation or emergency operations)?
    ii. Is the CWPP congruent with other hazard mitigation planning efforts?
    iii. Has availability and capacity of local fire departments changed since the CWPP was developed?

TIMELINE FOR UPDATING THE CWPP

The HFRA allows for maximum flexibility in the CWPP planning process, permitting the Core Team to determine the time frame for updating the CWPP. The Core Team members are encouraged to meet on an annual basis to review the project list, discuss project successes, and strategize regarding project implementation funding. It is suggested that the evaluation framework above be used to make annual plan updates and a more formal revision be made on the fifth anniversary of signing and every 5 years following.

ABBREVIATIONS AND ACRONYMS

°F	degrees Fahrenheit
ATV	all-terrain vehicle
BAER	Burned Area Emergency Rehabilitation
BLM	Bureau of Land Management
Btu/ft/sec	British thermal units per foot per second
CA FMTF	California Forest Management Task Force
CA GOPR	California Governor's Office of Planning and Research
CalEPA	California Environmental Protection Agency
CAL FIRE	California Department of Forestry and Fire Protection
CalVTP	California Vegetation Treatment Program
CAR	community at risk
CDFA	California Department of Food and Agriculture
CDFW	California Department of Fish and Wildlife
CDI	California Department of Insurance
CE	categorical exemption
CEQA	California Environmental Quality Act
CFPC	California Forest Pest Council
CFSC	California Fire Safe Council
ch/hr	chains per hour
CIG	Conservation Innovation Grants
Cohesive Strategy	National Cohesive Wildland Fire Management Strategy
CRS	Congressional Research Service
CUSP	Coalition for the Upper South Platte
CWA	Clean Water Act
CWPP	community wildfire protection plan
DEM	digital elevation model
DHS	Department of Homeland Security
EMS	Emergency Management System
EPA	U.S. Environmental Protection Agency
EQIP	Environmental Quality Incentives Program
ESRI	Environmental Systems Research Institute
FEMA	Federal Emergency Management Agency
FHSZ	fire hazard severity zone
FIREMON	Fire Effects Monitoring and Inventory System

FLAME	Federal Land Assistance, Management and Enhancement Act
FP&S	Fire Prevention and Safety
FRA	Federal Responsibility Area
FSC	Fire Safe Council
GIS	geographic information system
GPS	global positioning system
HFRA	Healthy Forests Restoration Act of 2003
HIZ	home ignition zone
HMP	hazard mitigation plan
HVRA	highly valued resource or asset
ICARP	Integrated Climate Adaptation and Resiliency Program
ICC	International Code Council
IFTDSS	Interagency Fuel Treatment Decision Support System
ISO	Insurance Services Office
LADWP	Los Angeles Department of Water and Power
LRA	Local Responsibility Area
MND	mitigated negative declaration
NEPA	National Environmental Policy Act
ND	negative declaration
NFP	National Fire Plan
NFPA	National Fire Protection Association
NIFC	National Interagency Fire Center
NOAA	National Oceanic and Atmospheric Administration
NPS	National Park Service
NRCS	Natural Resources Conservation Service
NWCG	National Wildfire Coordinating Group
OES	Office of Emergency Services
OSCC	Southern California Geographic Coordination Center
PERI	Public Entity Risk Institute
PPE	personal protective equipment
PRC	Public Resources Code
RAWS	remote automated weather station
RFA	Rural Fire Assistance
SAF	Society of American Foresters
SAFER	Staffing for Adequate Fire and Emergency Response
SCE	Southern California Edison

SE	statutory exemption
SHPO	State Historic Preservation Office
SRA	State Responsibility Area
SWCA	SWCA Environmental Consultants
Task Force	California Forest Management Task Force
UCANR	University of California, Agriculture and Natural Resources
ULI	Urban Land Institute
USDA	U.S. Department of Agriculture
USDOI	U.S. Department of the Interior
USFA	U.S. Fire Administration
USFS	U.S. Forest Service
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
VAR	value at risk
VCC	Vegetation Condition Class
VDEP	Vegetation Departure
WFDSS	Wildland Fire Decision Support System
WRSC	Western Regional Strategy Committee
WUI	wildland-urban interface

GLOSSARY

Aspect: Cardinal direction toward which a slope faces in relation to the sun (NWCG 2021ba).

Active Crown Fire: A crown fire in which the entire fuel complex is involved in flame, but the crowning phase remains dependent on heat released from surface fuel for continued spread. An active crown fire presents a solid wall of flame from the surface through the canopy fuel layers. Flames appear to emanate from the canopy as a whole rather than from individual trees within the canopy. Active crown fire is one of several types of crown fire and is contrasted with **passive crown fires**, which are less vigorous types of crown fire that do not emit continuous, solid flames from the canopy (SWCA).

Available Canopy Fuel: The mass of canopy fuel per unit area consumed in a crown fire. There is no post-frontal combustion in canopy fuels, so only fine canopy fuels are consumed. It is assumed that only the foliage and a small fraction of the branchwood is available (Wooten 2021).

Available Fuel: The total mass of ground, surface and canopy fuel per unit area available to be consumed by a fire, including fuels consumed in postfrontal combustion of duff, organic soils, and large woody fuels (Wooten 2021).

Backfiring: Intentionally setting fire to fuels inside a control line to contain a fire (Wooten 2021).

Biomass: Organic material. Also refers to the weight of organic material (e. g. biomass roots, branches, needles, and leaves) within a given ecosystem (Wooten 2021).

Burn Severity: A qualitative assessment of the heat pulse directed toward the ground during a fire. Burn severity relates to soil heating, large fuel and duff consumption, consumption of the litter and organic layer beneath trees and isolated shrubs, and mortality of buried plant parts (SWCA).

Canopy: The more or less continuous cover of branches and foliage formed collectively by adjacent trees and other woody species in a forest stand. Where significant height differences occur between trees within a stand, formation of a multiple canopy (multi-layered) condition can result (SWCA).

Chain: Unit of measure in land survey, equal to 66 feet (20 M) (80 chains equal 1 mile). Commonly used to report fire perimeters and other fireline distances. Popular in fire management because of its convenience in calculating acreage (example: 10 square chains equal one acre) (New Mexico Future Farmers of America [NM FFA] 2021).

Climate adaptation: Adaptation is an adjustment in natural or human systems to a new or changing environment. Adaptation to climate change refers to adjustment in natural or human systems in response to actual or expected climatic stimuli or their effects, which moderates harm or exploits beneficial opportunities (CA GOPR 2020b).

Climate Change: A change of climate which is attributed directly or indirectly to human activity that alters the composition of the global atmosphere and which is in addition to natural climate variability observed over comparable time periods (CA GOPR 2020b).

Community Assessment: An analysis designed to identify factors that increase the potential and/or severity of undesirable fire outcomes in wildland urban interface communities (SWCA).

Communities at Risk: Defined by the Healthy Forest Restoration Act of 2003 as “Wildland-Urban Interface Communities within the vicinity of federal lands that are at high risk from wildfire.”

- CAL FIRE expanded on this definition for California including all communities (regardless of distance from federal lands) for which a significant threat to human life or property exists as a

result of a wildland fire event. California uses the following three factors to determine at risk communities: 1) high fuel hazard, 2) probability of a fire, and 3) proximity of intermingled wildland fuels and urban environments that are near fire threats (CA GOPR 2020b).

Community Emergency Response Team (CERT): The CERT program educates volunteers about disaster preparedness for the hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks (Ready 2021).

Community Wildfire Protection Plan (CWPP): A planning document that seeks to reduce the threat to life and property from wildfire by identifying and mitigating wildfire hazards to communities and infrastructure located in the wildland urban interface (WUI). Developed from the Healthy Forest Restoration Act of 2003. Addresses issues such as wildfire response, hazard mitigation, community preparedness, or structure protection (SWCA).

Conditional Surface Fire: A potential type of fire in which conditions for sustained active crown fire spread are met but conditions for crown fire initiation are not. If the fire begins as a surface fire, then it is expected to remain so. If it begins as an active crown fire in an adjacent stand, then it may continue to spread as an active crown fire (Wooten 2021).

Contain: A tactical point at which a fire's spread is stopped by and within specific contain features, constructed or natural; also, the result of stopping a fire's spread so that no further spread is expected under foreseeable conditions. For reporting purposes, the time and date of containment. This term no longer has a strategic meaning in Federal wildland fire policy (Wooten 2021).

Control: To construct fireline or use natural features to surround a fire and any control spot fires therefrom and reduce its burning potential to a point that it no longer threatens further spread or resource damage under foreseeable conditions. For reporting purposes, the time and date of control. This term no longer has a strategic meaning in Federal wildland fire policy (Wooten 2021).

Cover type: The type of vegetation (or lack of it) growing on an area, based on cover type minimum and maximum percent cover of the dominant species, species group or non-living land cover (such as water, rock, etc.). The cover type defines both a qualitative aspect (the dominant cover type) as well as a quantitative aspect (the abundance of the predominant features of that cover type) (Wooten 2021).

Creeping Fire: A low intensity fire with a negligible rate of spread (Wooten 2021).

Crown Fire: A fire that advances at great speed from crown to crown in tree canopies, often well in advance of the fire on the ground (National Geographic 2021).

Defensible Space: An area around a structure where fuels and vegetation are modified, cleared, or reduced to slow the spread of wildfire toward or from a structure. The design and distance of the defensible space is based on fuels, topography, and the design/materials used in the construction of the structure (SWCA).

- In California, PRC Section 4291, “defensible space” refers to a 100-foot perimeter around a structure in which vegetation (fuels) must be maintained in order to reduce the likelihood of ignition. This space may extend beyond property lines, or 100 feet as required by State law as well as local ordinances, rules, and regulations (CA GOPR 2020b).

Duff: The layer of decomposing organic materials lying below the litter layer of freshly fallen twigs, needles, and leaves and immediately above the mineral soil (SWCA).

Ecosystem: An interacting natural system including all the component organisms together with the abiotic environment and processes affecting them (SWCA).

Environmental Conditions: That part of the fire environment that undergoes short-term changes: weather, which is most commonly manifest as windspeed, and dead fuel moisture content (Wooten 2021).

Escape Route: A preplanned and understood route firefighters take to move to a safety zone or other low-risk area. When escape routes deviate from a defined physical path, they should be clearly marked (flagged; SWCA).

Evacuation: The temporary movement of people and their possessions from locations threatened by wildfire (SWCA).

Federal Responsibility Area (FRA): A term specific to California, designating areas where the federal government is responsible for fire response efforts. These areas include lands under federal ownership (CA GOPR 2020b).

Fire Adapted Communities: A fire-adapted community collaborates to identify its wildfire risk and works collectively on actionable steps to reduce its risk of loss. This work protects property and increases the safety of firefighters and residents (USFA 2021b).

Fire Behavior: The manner in which fuel ignites, flame develops, and fire spread and exhibits other related phenomena as determined by the interaction of fuels, weather, and topography (Fire Research and Management Exchange System [FRAMES] 2021).

Fire Break: Areas where vegetation and organic matter are removed down to mineral soil (SWCA).

Fire Environment: The characteristics of a site that influence fire behavior. In fire modeling the fire environment is described by surface and canopy fuel characteristics, windspeed and direction, relative humidity, and slope steepness (Wooten 2021).

Fire Frequency: A broad measure of the rate of fire occurrence in a particular area. For historical analyses, fire frequency is often expressed using the fire return interval calculation. For modern-era analyses, where data on timing and size of fires are recorded, fire frequency is often best expressed using fire rotation (SWCA)

Fire Hazard: Fire hazard is the potential fire behavior or fire intensity in an area, given the type(s) of fuel present – including both the natural and built environment – and their combustibility (CA GOPR 2020b).

Fire Hazard Severity Zones: Fire hazard severity zones are defined based on vegetation, topography, and weather (temperature, humidity and wind), and represents the likelihood of an area burning over a 30- to 50-year time period without considering modifications such as fuel reduction efforts. In California, CAL FIRE maintains fire hazard severity zone (FHSZ) data for the entire state. There are three classes of fire hazard severity ratings within FHSZs: Moderate, High, and Very High (CA GOPR 2020b).

Fire History: The chronological record of the occurrence of fire in an ecosystem or at a specific site. The fire history of an area may inform planners and residents about the level of wildfire hazard in that area (SWCA).

Fire Intensity: A general term relating to the heat energy released in a fire (SWCA).

Fireline Intensity: Amount of heat release per unit time per unit length of fire front. Numerically, the product of the heat of combustion, quantity of fuel consumed per unit area in the fire front, and the rate of spread of a fire, expressed in kilowatts per minute (SWCA). This expression is commonly used to

describe the power of wildland fires, but it does not necessarily follow that the severity, defined as the vegetation mortality, will be correspondingly high (Wooten 2021).

Fire Prevention: Activities such as public education, community outreach, planning, building code enforcement, engineering (construction standards), and reduction of fuel hazards that is intended to reduce the incidence of unwanted human-caused wildfires and the risks they pose to life, property or resources (CA GOPR 2020b).

Fire Regime: A measure of the general pattern of fire frequency and severity typical to a particular area or type of landscape: The regime can include other metrics of the fire, including seasonality and typical fire size, as well as a measure of the pattern of variability in characteristics (SWCA).

Fire Regime Condition Class: Condition classes are a function of the degree of fire regime condition class departure from historical fire regimes resulting in alterations of key ecosystem components such as composition structural stage, stand age, and canopy closure (Wooten 2021).

Fire Return Interval: Number of years (interval) between two successive fires in a designated area (SWCA).

Fire Severity: A qualitative measure of the immediate effects of fire on the fire severity ecosystem. It relates to the extent of mortality and survival of plant and animal life both aboveground and belowground and to loss of organic matter. It is determined by heat released aboveground and belowground. Fire Severity is dependent on intensity and residence dependent of the burn. For trees, severity is often measured as percentage of basal area removed. An intense fire may not necessarily be severe (Wooten 2021).

Fire Risk: “Risk” takes into account the intensity and likelihood of a fire event to occur as well as the chance, whether high or low, that a hazard such as a wildfire will cause harm. Fire risk can be determined by identifying the susceptibility of a value or asset to the potential direct or indirect impacts of wildfire hazard events (CA GOPR 2020b).

Flammability: The relative ease with which fuels ignite and burn regardless of the quantity of the fuels (SWCA).

Flame Length: The length of flames in the propagating fire front measured along the slant of the flame from the midpoint of its base to its tip. It is mathematically related to fireline intensity and tree crown scorch height (Wooten 2021).

Foliar Moisture content: Moisture content (dry weight basis) of live foliage, foliar moisture content expressed as a percent. Effective foliar moisture content incorporates the moisture content of other canopy fuels such as lichen, dead foliage, and live and dead branchwood (Wooten 2021).

Forest Fire: uncontrolled burning of a woodland area (National Geographic 2021).

Fuel Break: A natural or manmade change in fuel characteristics which affects fire behavior so that fires burning into them can be more readily controlled (NWCG 2021c).

Fuel Complex: The combination of ground, surface, and canopy fuel strata (Wooten 2021).

Fuel Condition: Relative flammability of fuel as determined by fuel type and environmental conditions (SWCA).

Fuel Continuity: A qualitative description of the distribution of fuel both horizontally and vertically. Continuous fuels readily support fire spread. The larger the fuel discontinuity, the greater the fire intensity required for fire spread (Wooten 2021).

Fuel Loading: The volume of fuel in a given area generally expressed in tons per acre (SWCA). Dead woody fuel loadings are commonly described for small material in diameter classes of 0 to 0.25, 0.25 to 1, and 1 to 3 inches and for large material greater than 3 inches (Wooten 2021).

Fuel Management/Fuel Reduction: Manipulation or removal of fuels to reduce the likelihood of ignition and to reduce potential damage in case of a wildfire. Fuel reduction methods include prescribed fire, mechanical treatments (mowing, chopping), herbicides, biomass removal (thinning or harvesting or trees, harvesting of pine straw), and grazing. Fuel management techniques may sometimes be combined for greater effect (SWCA).

Fuel Model: A set of surface fuel bed characteristics (load and surface-area-to- fuel model volume-ratio by size class, heat content, and depth) organized for input to a fire model (Wooten 2021).

Fuel Modification: The manipulation or removal of fuels (i.e., combustible biomass such as wood, leaves, grass, or other vegetation) to reduce the likelihood of igniting and to reduce fire intensity. Fuel modification activities may include lopping, chipping, crushing, piling and burning, including prescribed burning. These activities may be performed using mechanical treatments or by hand crews. Herbicides and prescribed herbivory (grazing) may also be used in some cases. Fuel modification may also sometimes be referred to as “vegetation treatment” (CA GOPR 2020b).

Fuel Moisture Content: This is expressed as a percent or fraction of fuel moisture content weight (dry) of fuel. It is the most important fuel property controlling flammability. In living plants, it is physiologically bound. Its daily fluctuations vary considerably by species but are usually above 80 to 100 percent. As plants mature, moisture content decreases. When herbaceous plants cure, their moisture content responds as dead fuel moisture content, which fluctuates according to changes in temperature, humidity, and precipitation (Wooten 2021).

Fuel Treatment: The manipulation or removal of fuels to minimize the probability of ignition and/or to reduce potential damage and resistance to fire suppression activities (NWCG 2021d). Synonymous with fuel modification.

Grazing: There are two types of grazing: (1) traditional grazing, and (2) targeted grazing. Traditional grazing refers to cattle that are managed in extensive pastures to produce meat. Targeted grazing involves having livestock graze at a specific density for a given period of time for the purpose of managing vegetation. Even though both kinds of grazing manage fuel loading in range- and forested lands, targeted grazing is different in that its sole purpose is to manage fuels. Targeted grazing is done by a variety of livestock species such as sheep, goats, or cows (UCANR 2019).

Ground Fire: Fire that burns organic matter in the soil, or humus; usually does not appear at the surface (National Geographic 2021).

Ground Fuels: Fuels that lie beneath surface fuels, such as organic soils, duff, decomposing litter, buried logs, roots, and the below-surface portion of stumps (Wooten 2021).

Hazard: A “hazard” can be defined generally as an event that could cause harm or damage to human health, safety, or property (CA GOPR 2020b).

Hazardous Areas: Those wildland areas where the combination of vegetation, topography, weather, and the threat of fire to life and property create difficult and dangerous problems (SWCA).

Hazardous Fuels: A fuel complex defined by type, arrangement, volume, condition, and location that poses a threat of ignition and resistance to fire suppression (NWCG 2021e~~d~~).

Hazardous Fuels Reduction: Any strategy that reduces the amount of flammable material in a fire-prone ecosystem. Two common strategies are mechanical thinning and controlled burning (Wooten 2021).

Hazard Reduction: Any treatment that reduces the threat of ignition and spread of fire (SWCA).

Highly Valued Resources and Assets: Landscape features that are influenced positively and/or negatively by fire. Resources are naturally occurring, while Assets are human-made (Interagency Fuel Treatment Decision Support System [IFTDSS] 2021).

Ignition: The action of setting something on fire or starting to burn (SWCA).

Incident: An occurrence or event, either natural or person-caused, which requires an emergency response to prevent loss of life or damage to property or natural resources (Wooten 2021).

Influence Zone: An area that, with respect to wildland and urban fire, has a set of conditions that facilitate the opportunity for fire to burn from wildland fuels to the home and or structure ignition zone (NWCG 2021f).

Initial Attack: The actions taken by the first resources to arrive at a wildfire to protect lives and property, and prevent further extension of the fire (SWCA).

Invasive Species: An introduced, nonnative organism (disease, parasite, plant, or animal) that begins to spread or expand its range from the site of its original introduction and that has the potential to cause harm to the environment, the economy, or to human health (USGS 2021).

Ladder Fuels: Fuels that provide vertical continuity allowing fire to carry from surface fuels into the crowns of trees or shrubs with relative ease (SWCA).

Litter: Recently fallen plant material that is only partially decomposed and is still discernible (SWCA).

Local Responsibility Area: A term specific to California, designating areas where the local government is responsible for wildfire protection. The Local Responsibility Area (LRA) includes incorporated cities, cultivated agricultural lands, and portions of the desert. Local responsibility area fire protection is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract to local government (CA GOPR 2020b).

Manual Treatments: Felling and piling of fuels done by hand. The volume of material generated from a manual fuel treatment is typically too small to warrant a biomass sale therefore collected material is disposed of by burning or chipping. The work can be performed by either a single individual or a large organized crew with powered equipment (UCANR 2021a).

Mechanized Treatments: Mechanical treatments pulverize large continuous patches of fuel to reduce the volume and continuity of material. Mechanical treatments can be applied as either mastication or chipping treatments. Both treatments shred woody material, but mastication leaves residue on-site while chipping collects the particles for transportation off site. Similar to hand treatments, mechanical treatments can target specific areas and vegetation while excluding areas of concern. In addition, mechanical treatment is easily scalable to large areas (>30 acres) with little added cost. (UCANR 2021b).

Mitigation: Action that moderates the severity of a fire hazard or risk (SWCA).

Mutual Aid: Assistance in firefighting or investigation by fire agencies, irrespective of jurisdictional boundaries (NWCG 2021f).

Native Revegetation: The process of replanting and rebuilding the soil of disturbed land (e.g., burned) with native plant species (U.S. Department of Agriculture [USDA] 2005).

Native Species: A species that evolved naturally in the habitat, ecosystem, or region as determined by climate, soil, and biotic factors (USDA 2005).

National Cohesive Strategy: The National Cohesive Wildland Fire Management Strategy is a strategic push to work collaboratively among all stakeholders and across all landscapes, using best science, to make meaningful progress toward three goals:

- Resilient Landscapes
- Fire Adapted Communities
- Safe and Effective Wildfire Response

Vision: To safely and effectively extinguish fire when needed; use fire where allowable; manage our natural resources; and as a nation, to live with wildland fire (Forests and Rangelands 2021).
Overstory: That portion of the trees in a forest which forms the upper or uppermost layer (SWCA).

Passive Crown Fire: A type of crown fire in which the crowns of individual trees or small groups of trees burn, but solid flaming in the canopy cannot be maintained except for short periods. Passive crown fire encompasses a wide range of crown fire behavior, from occasional torching of isolated trees to nearly active crown fire. Passive crown fire is also called torching or candling. A fire in the crowns of the trees in which trees or groups of trees torch, ignited by the passing front of the fire. The torching trees reinforce the spread rate, but these fires are not significantly different from surface fires (SWCA).

Prescribed Burning: Any fire ignited by management actions under specific, predetermined conditions to meet specific objectives related to hazardous fuels or habitat improvement. Usually, a written, approved prescribed fire plan must exist, and NEPA requirements must be met, prior to ignition (USFS 2021a).

Rate of Spread: The relative activity of a fire in extending its horizontal dimensions. It is expressed as rate of increase of the total perimeter of the fire, as rate of forward spread of the fire front, or as rate of increase in area, depending on the intended use of the information. Usually, it is expressed in chains or acres per hour for a specific period in the fire's history (NWCG 2021h).

Resilience: Resilience is the capacity of any entity – an individual, a community, an organization, or a natural system – to prepare for disruptions, to recover from shocks and stresses, and to adapt and grow from a disruptive experience (CA GOPR 2020b).

Response: Movement of an individual firefighting resource from its assigned standby location to another location or to an incident in reaction to dispatch orders or to a reported alarm (SWCA).

Safety Element: One of the seven mandatory elements of a local general plan (a jurisdictional plan that forms the foundation for future development), the safety element must identify hazards and hazard abatement provisions to guide local decisions related to zoning, subdivisions, and entitlement permits. The element should contain general hazard and risk reduction strategies and policies supporting hazard mitigation measures (CA GOPR 2020b).

Slash: Debris left after logging, pruning, thinning, or brush cutting. Slash includes logs, chips, bark, branches, stumps, and broken trees or brush that may be fuel for a wildfire (SWCA).

Slope Percent: The ratio between the amount of vertical rise of a slope and horizontal distance as expressed in a percent. One hundred feet of rise to 100 feet of horizontal distance equals 100 percent (NWCG 202i).

State Responsibility Area: A term specific to California, designating areas where the state has financial responsibility for wildland fire protection. Incorporated cities and lands under federal ownership are not included in the SRA. Lands under federal ownership are in the federal responsibility area (CA GOPR 2020b).

Suppression: The most aggressive fire protection strategy, it leads to the total extinguishment of a fire (SWCA).

Surface Fire: fire that typically burns only surface litter and undergrowth (National Geographic 2021).

Surface Fuel: Fuels lying on or near the surface of the ground, consisting of leaf and needle litter, dead branch material, downed logs, bark, tree cones, and low stature living plants (SWCA).

Structural Ignitability: The ability of structures (such as homes or fences) to catch fire (SWCA).

Topography: The arrangement of the natural and artificial physical features of an area (SWCA).

Total Fuel Load: The mass of fuel per unit area that could possibly be consumed in a hypothetical fire of the highest intensity in the driest fuels (Wooten 2021).

Tree Crown: The primary and secondary branches growing out from the main stem, together with twigs and foliage (SWCA).

Understory: Low-growing vegetation (herbaceous, brush or reproduction) growing under a stand of trees. Also, that portion of trees in a forest stand below the overstory (SWCA).

Understory Fire: A fire burning in the understory, more intense than a surface fire with flame lengths of 1-3 m (Wooten 2021).

Values and Assets at Risk: The elements of a community or natural area considered valuable by an individual or community that could be negatively impacted by a wildfire or wildfire operations. These values can vary by community and can include public and private assets (natural and manmade) -- such as homes, specific structures, water supply, power grids, natural and cultural resources, community infrastructure-- as well as other economic, environmental, and social values (CA GOPR 2020b).

Vulnerable Community: Vulnerable communities experience heightened risk and increased sensitivity to natural hazard and climate change impacts and have less capacity and fewer resources to cope with, adapt to, or recover from the impacts of natural hazards and increasingly severe hazard events because of climate change. These disproportionate effects are caused by physical (built and environmental), social, political, and/ or economic factor(s), which are exacerbated by climate impacts. These factors include, but are not limited to, race, class, sexual orientation and identification, national origin, and income inequality (CA GOPR 2020b).

Wildfire: A “wildfire” can be generally defined as any unplanned fire in a “wildland” area or in the WUI (CA GOPR 2020b).

Wildfire Exposure: During fire suppression activities, an exposure is any area/property that is threatened by the initial fire, but in National Fire Incident Reporting System (NFIRS) a reportable exposure is any fire that is caused by another fire, i.e., a fire resulting from another fire outside that building, structure, or vehicle, or a fire that extends to an outside property from a building, structure, or vehicle (USFA 2020).

Wildfire Influence Zone: A wildland area with susceptible vegetation up to 1.5 miles from the interface or intermix WUI (CA GOPR 2020b).

Wildland: Those unincorporated areas covered wholly or in part by trees, brush, grass, or other flammable vegetation (CA GOPR 2020b).

Wildland Fire: Fire that occurs in the wildland as the result of an unplanned ignition (CA GOPR 2020b).

Wildland Fuels (aka fuels): Fuel is the material that is burning. It can be any kind of combustible material, especially petroleum-based products, and wildland fuels. For wildland fire, it is usually live, or dead plant material, but can also include artificial materials such as houses, sheds, fences, pipelines, and trash piles. In terms of vegetation, there are 6 wildland fuel types (Fuel Type: An identifiable association of fuel elements of distinctive species, form, size, arrangement, or other characteristics that will cause a predictable rate of spread or resistance to control under specified weather conditions.) The 6 wildland fuel types are (NWCG 2021j):

5. Grass
6. Shrub
7. Grass-Shrub
8. Timber Litter
9. Timber-Understory
10. Slash-Blowdown

Wildland-Urban Interface (WUI): The WUI is the zone of transition between unoccupied land and human development. It is the line, area or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels (USFA 2021a). In the absence of a Community Wildfire Protection Plan, Section 101 (16) of the HFRA defines the wildland urban interface as " (I) an area extending ½ mile from the boundary of an at-risk community; (II) an area within 1 ½ miles of the boundary of an at-risk community, including any land that (1) has a sustained steep slope that creates the potential for wildfire behavior endangering the at-risk community; (2) has a geographic feature that aids in creating an effective fire break, such as a road or ridge top; or (3) is in condition class 3, as documented by the Secretary in the project-specific environmental analysis; (III) an area that is adjacent to an evacuation route for an at-risk community that the Secretary determines, in cooperation with the at-risk community, requires hazardous fuels reduction to provide safer evacuation from the at-risk community." A Community Wildfire Protection Plan offers the opportunity to establish a localized definition and boundary for the wildland urban interface (USFS 2021b)

REFERENCES

Anderson, D.H., E.A. Catchpole, N.J. De Mestre, and T. Parkes. 1981. Modelling the spread of grass fires. *Journal of the Australian Mathematical Society* 23 (1982):451–466

Brown, J.K. 1974. *Handbook for Inventorying Downed Woody Material*. Gen. Tech. Rep. No. GTR-INT-16. Ogden, Utah: U.S. Department of Agriculture, Forest Service, Intermountain Forest and Range Experiment Station.

Bureau of Land Management (BLM). 2021. Fuels Management. Available at: https://www.blm.gov/programs/public-safety-and-fire/fire/aviation. Accessed January 2023.

Butler, B.W., and Cohen, J.D. 1996. An Analytical Evaluation of Firefighter Safety Zones. 12th Fire and Forest Meteorology Conference, Lorne, Australia, 1996.

California Air Resources Board (CARB). 2001. Title 17 of the California Code of Regulations: Subchapter 2. Smoke Management Guidelines for Agricultural and Prescribed Burning Effective March 14, 2001. Available at: https://www.law.cornell.edu/regulations/california/title-17/division-3/chapter-1/subchapter-2. Accessed January 2023.

———. 2003. Prescribed Burning and Smoke Management. Available at: https://ww2.arb.ca.gov/smoke-management-programs-and-burn-decisions-other-air-districts. Accessed January 2023.

California Department of Conservation. 2019. Post-Fire Debris Flow Facts. Available at: https://www.conservation.ca.gov/index/Pages/Fact-sheets/Post-Fire-Debris-Flow-Facts.aspx. Accessed January 2023.

California Department of Fish and Wildlife (CDFW). 2021. Science: Wildfire Impacts. Available at: https://wildlife.ca.gov/Science-Institute/Wildfire-Impacts. Accessed January 2023.

California Department of Food and Agriculture (CDFA). 2021. Invasive Pest & Diseases. Available at: https://www.cdfa.ca.gov/invasives/. Accessed January 2023.

California Department of Forestry and Fire Protection (CAL FIRE). 2018a. California's Forest and Rangelands 2017 Assessment. Available at: https://frap.fire.ca.gov/media/4babn5pw/assessment2017.pdf. Accessed January 2023.

———. 2018b. Strategic Fire Plan for California. Available at: https://osfm.fire.ca.gov/media/5590/2018-strategic-fire-plan-approved-08_22_18.pdf. Accessed January 2023.

———. 2019a. Community Wildfire Prevention & Mitigation Report. Available at: https://www.fire.ca.gov/media/5584/45-day-report-final.pdf. Accessed January 2023.

———. 2019b. Post-wildfire Recovery. Available at: https://www.readyforwildfire.org/post-wildfire/after-a-wildfire/. Accessed January 2023.

———. 2020a. California Cooperative Forest Management Plan. Available at: https://www.fire.ca.gov/media/pe4fswrg/ca-cooperative-fmp-ada.pdf. Accessed January 2023.

———. 2020b. Returning Home After a Wildfire. Available at: https://www.fire.ca.gov/media/11473/returning-home-after-a-wildfire.pdf. Accessed January 2023.

———.2021a. 2021 Fire Season Outlook. Available at: https://www.fire.ca.gov/incidents. Accessed January 2023.

———. 2021b. Vegetation Management Program. Available at: https://www.fire.ca.gov/programs/resource-management/resource-protection-improvement/vegetation-management-program/. Accessed January 2023.

———. 2022a. Frequently Asked Questions About: 2022 Fire Hazard Severity Zones. Available at: https://osfm.fire.ca.gov/media/fmcgpc2z/2022-fhsz-faqs-july-2022.pdf

———. 2022a. Fire Perimeters. Available at: https://frap.fire.ca.gov/frap-projects/fire-perimeters/. Accessed January 2023.

———. 2022b. 2021 Incident Archive. Available at: https://www.fire.ca.gov/incidents/2021/. Accessed January 2023.

———. 2022c. 2022/2023 Strategic Fire Plan for the San Bernardino Unit. Available at: https://osfm.fire.ca.gov/media/ua4bqito/2022-san-bernadino-inyo-mono-unit-fire-plan.pdf. Accessed January 2023.

———. 2022d. Defensible Space. Available at: https://www.fire.ca.gov/programs/communications/defensible-space-prc-4291/. Accessed January 2023.

California Department of Housing and Community Development. 2018. California's Housing Future: Challenges and Opportunities. Available at: https://www.hcd.ca.gov/policy-research/plans-reports/docs/sha_final_combined.pdf. Accessed January 2023.

California Department of Insurance (CDI). 2021. Claims and Loss management. Available at: http://www.insurance.ca.gov/01-consumers/140-catastrophes/WildfireAfter.cfm. Accessed January 2023.

———. 2022a. Interagency Wildfire Mitigation Partnership Summary Document. Available at: https://www.insurance.ca.gov/01-consumers/200-wrr/upload/Wildfire-Mitigation-Partnership-Summary-02142022.pdf. Accessed January 2023.

———. 2022b. Safer from Wildfires. Available at: https://www.insurance.ca.gov/01-consumers/200-wrr/saferfromwildfires.cfm. Accessed January 2023.

California Department of Public Health. 2017. Reduce Exposure to Ash When Returning Home After a Fire. Available at: https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/CDPH%20Document%20Library/ReturnHomeAshGuide.pdf. Accessed January 2023.

California Department of Water Resources. 2021. Flood Preparedness. Available at: https://water.ca.gov/What-We-Do/Flood-Preparedness/Flood-Preparedness-Week. Accessed January 2023.

———. 2022. Drought. Available at: https://water.ca.gov/Water-Basics/Drought. Accessed January 2023.

California Fire Safe Council (CFSC). 2021. Fire Safe Councils. Available at: https://cafiresafecouncil.org/resources/fire-safe-councils/. Accessed January 2023.

California Forest Management Task Force (CA FMTF). 2021. California's Wildfire and Forest Resilience Action Plan. Available at: https://fmtf.fire.ca.gov/media/cjwfpckz/californiawildfireandforestresilienceactionplan.pdf. Accessed January 2023.

California Forest Pest Council (CFPC). 2020. California Forest Pest Conditions. Available at: https://www.caforestpestcouncil.org/_files/ugd/80da86_5031ef87153f436f90f6e5881baaa715.pdf. Accessed January 2023.

California Governor's Office of Planning and Research (CA GOPR). 2019. Final Report of the Commission on Catastrophic Wildfire Cost and Recovery. Available at: https://opr.ca.gov/docs/20190618-Commission_on_Catastrophic_Wildfire_Report_FINAL_for_transmittal.pdf. Accessed January 2023.

———. 2020a. Fire Hazard Planning Technical Advisory. Available at: https://www.opr.ca.gov/docs/20201109-Draft_Wildfire_TA.pdf. Accessed January 2023.

———. 2020b. Fire Hazard Planning Technical Advisory, General Plan Technical Advice Series. 2020 Available at: https://www.opr.ca.gov/docs/20201109-Draft_Wildfire_TA.pdf. Accessed January 2023.

———. 2022. Fire Hazard Planning Technical Advisory. Available at: https://opr.ca.gov/docs/20220817-Fire_Hazard_Planning_TA.pdf. Accessed January 2023.

California Native Plant Society. n.d. Big Sagebrush. Available at: https://vegetation.cnps.org/alliance/142. Accessed February 2023.

California Office of Emergency Services (CA OES). 2018. 2018 State of California Hazard Mitigation Plan. Available at: https://www.caloes.ca.gov/wp-content/uploads/002-2018-SHMP_FINAL_ENTIRE-PLAN.pdf. Accessed January 2022.

California Office of Environmental Health Hazard Assessment. 2019. Forest Tree Mortality. Available at: https://oehha.ca.gov/epic/impacts-biological-systems/forest-tree-mortality. Accessed January 2023.

California Office of the Governor. 2020. California, U.S. Forest Service Establish Long-Term Strategy to Manage Forests and Rangelands. Available at: https://www.gov.ca.gov/2020/08/13/california-u-s-forest-service-establish-shared-long-term-strategy-to-manage-forests-and-rangelands/. Accessed January 2023.

California Silver Jackets Team (California SJT). 2019. After Wildfire, A Guide for California Communities. Available at: http://www.readyforwildfire.org/wp-content/uploads/After-Wildfire-Guide-10JUNE2019_draft_final-ADA-compliant.pdf. Accessed January 2023.

California Wildfire & Forest Resilience Task Force. 2022. Governor Newsom Signs State Budget Bill. Available at: https://wildfiretaskforce.org/governor-newsom-signs-state-budget-bill/. Accessed January 2023.

Coalition for the Upper South Platte (CUSP). 2016. The Phoenix Guide. Available at: https://cusp.ws/wp-content/uploads/2016/12/phoenix_guide.pdf. Accessed January 2023.

Congressional Research Service (CRS). 2022. Wildfire Statistics. Available at: https://sgp.fas.org/crs/misc/IF10244.pdf. Accessed January 2023.

Egan, Dave. 2013. Monitoring- Organizing a Landscape-Scale Forest Restoration Multi-Party Monitoring Program. 38pp. Available at: https://openknowledge.nau.edu/id/eprint/2501/1/Dubay_C_etal_2013_HandbookBreakingBarriers3.pdf. Accessed January 2023.

Environmental Protection Agency (EPA). 2019. Wildfire Smoke: A Guide for Public Health Officials. Available at: https://www.airnow.gov/sites/default/files/2021-05/wildfire-smoke-guide-revised-2019.pdf. Accessed January 2023.

Evans, A., S. Auerbach, L.W. Miller, R. Wood, K. Nystrom, J. Loevner, A, Argon, M. Piccarello, E. Krasilovsky. 2015. Evaluating the Effectiveness of Wildfire Mitigation Activities in the Wildland Urban Interface. Forest Guild, October 2015.

Federal Emergency Management Agency (FEMA). 2022. Social Vulnerability. Available at: https://hazards.fema.gov/nri/social-vulnerability. Accessed January 2023.

Fire Research and Management Exchange System (FRAMES). 2021. Applied Wildland Fire Behavior Research and Development. Available at: https://www.frames.gov/applied-fire-behavior/home. Accessed January 2023.

Forests and Rangelands. 2006. *A Collaborative Approach for Reducing Wildland Fire Risks to Communities and the Environment: 10-Year Strategy Implementation Plan*. Available at: https://www.forestsandrangelands.gov/documents/resources/plan/10-yearstrategyfinal_dec2006.pdf. Accessed January 2023.

———. 2014. The National Strategy: The Final Phase in the Development of the National Cohesive Wildland Fire Management Strategy. Available at: https://www.forestsandrangelands.gov/documents/strategy/strategy/CSPhaseIIINationalStrategyApr2014.pdf. Accessed January 2023.

Forests and Rangelands. 2021. The National Strategy. Available at: https://www.forestsandrangelands.gov/strategy/thestrategy.shtml. Accessed January 2023.

Great Basin Unified Air Pollution Control District. n.d. Open Outdoor Burning. Available at: https://gbuapcd.org/PermittingAndRules/Burning/. Accessed January 2023.

Graham, R., S. McCaffrey, and T. Jain. 2004. Science Basis for Changing Forest Structure to Modify Wildfire Behavior and Severity. Gen. Tech Rep. RMRS-GTR-120. Fort Collins, Colorado: U.S. Department of Agriculture Forest Service, Rocky Mountain Research Station.

Howald, A., 2000. Plant communities. in: *Sierra East: Edge of the Great Basin*. Genny Smith (ed.). Berkeley: University of California Press. pp. 94-207.

Interagency Fuel Treatment Decision Support System (IFTDSS). 2021. About Map Values - Highly Valued Resources or Assets (HVRAs). Available at: https://iftdss.firenet.gov/firenetHelp/help/pageHelp/content/30-tasks/qwra/mapvalues/hvraabout.htm. Accessed January 2023.

———. 2022. About Map Values - Highly Valued Resources or Assets (HVRAs). Available at: https://iftdss.firenet.gov/firenetHelp/help/pageHelp/content/30-tasks/qwra/mapvalues/hvraabout.htm. Accessed January 2023.

International Association of Fire Chiefs. 2021. Ready, Set, Go! Available at: http://wildlandfirersg.org/. Accessed January 2023.

Iglesias, V., J. K. Balch, and W. R. Travis. 2022. U.S. fires became larger, more frequent, and more widespread in the 2000s. Science Advances, Vol 8, Issue 11. https://doi.org/10.1126/sciadv.abc0020

Inyo County. 2009. Inyo County Community Wildfire Protection Plan. Prepared by Anchor Point Fire Management, Boulder, CO. 181 pp. Available at: https://www.inyocounty.us/sites/default/files/2019-07/Inyo%20County%20CWPP%20with%20Appendices.pdf. Accessed January 2023.

———. 2016. Inyo County Emergency Operations Plan. Independence, CA. 230 pp. Available at: https://www.inyocounty.us/sites/default/files/2019-07/INYO%20COUNTY%202016%20EOP-FINAL.pdf. Accessed January 2023.

Inyo County and City of Bishop. 2017. *Multi-Jurisdictional Hazard Mitigation Plan*. Available at: https://www.inyocounty.us/sites/default/files/2019-07/12292017_InyoCountyMJHMP_FEMA_wAppendices.pdf. Accessed January 2023.

Inyo County OES. n.d. Are you prepared?. Available at: https://www.inyocounty.us/sites/default/files/2019-11/INYO-PREPAREDNESS.pdf. Accessed January 2023.

Inyo County Water Department. 2023. Inyo County Saltcedar Control Program. Available at: https://www.inyowater.org/projects/saltcedar/. Accessed January 2023.

Inyo National Forest, 2019. Land Management Plan for the Inyo National Forest. Pacific Southwest Region. R5-MB-323a. 196 pp. Available at: https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd664404.pdf. Accessed January 2023.

Kitchen, S. G., P. J. Weisberg, and Z. J. Nelson. 2013. Historic fire frequency in mountain big sagebrush communities of the eastern Great Basin and Colorado Plateau: a comparison of estimates based upon proxy fire scar records and predictions derived from post-fire succession rates. Available at: https://www.firescience.gov/projects/06-3-1-17/project/06-3-1-17_final_report.pdf. Accessed January 2023.

Long, J.W., F.K. Lake, and R.W. Goode. 2021. The importance of Indigenous cultural burning in forested regions of the Pacific West, USA. Forest Ecology and Management 500 (2021):119597, ISSN 0378-1127, https://doi.org/10.1016/j.foreco.2021.119597.

Lovreglio R, Meddour-Sahar O, Leone V. 2014. Goat grazing as a wildfire prevention tool: a basic review. iForest 7: 260-268. doi: 10.3832/ifor1112-007

Martinson, Erik J.; Omi, Philip N. 2013. Fuel treatments and fire severity: A meta-analysis. Res. Pap. RMRS-RP-103WWW. Fort Collins, CO: U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station. 38 p.

McCaffrey, S.M. 2004. Fighting fire with education: what is the best way to reach out to homeowners? Journal of Forestry 102:12–19.

———. 2020. What motivates Homeowners to Mitigate Fire Risk? Lessons from Social Science [conference presentation]. Bill Lane Center for the American West, Virtual Wildfire Series: Wildfire management during COVID. Available at: https://www.youtube.com/watch?v=3dmbenV-ZsM. Accessed January 2023.

McCaffrey, S.M. and C.S. Olsen. 2012. Research Perspectives on the Public and Fire Management: A Synthesis of Current Social Science on Eight Essential Questions. Northern Research Station GTR -104. Available at: https://www.firescience.gov/projects/06-4-1-26/project/06-4-1-26_gtr_nrs104.pdf. Accessed January 2023.

National Geographic. 2021. Resource Library, Wildfires. Available at: https://www.nationalgeographic.org/encyclopedia/wildfires/. Accessed January 2023.

National Interagency Fire Center (NIFC). 2021a. Wildland Fire Statistics. Available at: https://www.nifc.gov/fireInfo/fireInfo_stats_totalFires.html. Accessed January 2023.

———. 2021b. Suppression Costs. Available at: https://www.nifc.gov/fire-information/statistics/suppression-costs. Accessed January 2023.

———. 2021c. About Us. Available at: https://www.nifc.gov/about-us. Accessed January 2023.

———. 2021d. Wildfire Education. Available at: https://www.nifc.gov/fire-information/fire-prevention-education-mitigation/wildfire-education. Accessed January 2023.

———. 2021e. Fire Prevention, Education and Mitigation. Available at: https://www.nifc.gov/fire-information/fire-prevention-education-mitigation. Accessed January 2023.

———. 2022. Post Fire Recovery. Available at: https://www.nifc.gov/programs/post-fire-recovery. Accessed January 2023.

National Park Service (NPS). 2021. Sequoia and Kings National Parks, Forest Health. Available at: https://www.nps.gov/seki/learn/nature/forest-health-and-climate-change.htm. Accessed January 2023.

National Wildfire Coordinating Group (NWCG). 1998. Fireline Handbook. NWCG Handbook 3. PMS 410-1. NFES 0065. Boise: National Interagency Fire Center.

———. 2020. Smoke Management Guide for Prescribed Fire. Available at: https://www.nwcg.gov/sites/default/files/publications/pms420-3.pdf. Accessed January 2023.

———. 2021a. NWCG Glossary of Wildland Fire, PMS 205, I-Zone. Available at: https://www.nwcg.gov/term/glossary/i-zone. Accessed January 2023.

———. 2021b. NWCG Glossary of Wildland Fire, PMS 205, Aspect. Available at: https://www.nwcg.gov/term/glossary/aspect. Accessed January 2023.

———. 2021c. NWCG Glossary of Wildland Fire, PMS 205, fuel break. Available at: https://www.nwcg.gov/term/glossary/fuel-break. Accessed January 2023.

———. 2021d. NWCG Glossary of Wildland Fire, PMS 205, fuel treatment. Available at: https://www.nwcg.gov/term/glossary/fuel-treatment. Accessed January 2023.

———. 2021e. NWCG Glossary of Wildland Fire, PMS 205, hazard fuel. Available at: https://www.nwcg.gov/term/glossary/hazard-fuel. Accessed January 2023.

———. 2021f. NWCG Glossary of Wildland Fire, PMS 205, I-Zone. Available at: https://www.nwcg.gov/term/glossary/i-zone. Accessed January 2023.

———. 2021g. NWCG Glossary of Wildland Fire, PMS 205, mutual aid. Available at: https://www.nwcg.gov/term/glossary/mutual-aid. Accessed January 2023.

———. 2021h. NWCG Glossary of Wildland Fire, PMS 205, rate of spread. Available at: https://www.nwcg.gov/term/glossary/rate-of-spread. Accessed January 2023.

———. 2021i. NWCG Glossary of Wildland Fire, PMS 205, slope percent. Available at: https://www.nwcg.gov/term/glossary/slope-percent. Accessed January 2023.

———. 2021j. Instructor Guide, S-190 Unit 2: Fuels. Available at: https://www.nwcg.gov/sites/default/files/training/docs/s-190-ig02.pdf. Accessed January 2023.

New Mexico Future Farmers of America (NM FFA). 2010. Introduction to Wildland Fire Behavior for NM Forestry CDE. Available at: http://www.nmffa.org/uploads/4/1/0/7/41075673/

wildland_fire_behavior.pdf#:~:text=Wildland%20fuels%20are%20basically%20live%20and%2For%20dead%20plant,fire%20behavior%20is%20dependent%20on%20certain%20fuel%20characteristics%3A. Accessed January 2023.

Ottmar, R., R. Vihnanek, and J. Regelbrugge. 2000. Wildland Fire in Ecosystems: Effects of Fire on Fauna. Vol. 1. Gen. Tech. Rep. RMRS-GTR-42. Ogden, Utah: U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station.

Pollet J., and P.N. Omi. 2002 Effect of thinning and prescribed burning on crown fire severity in ponderosa pine forests. *International Journal of Wildland Fire* 11:1–10.

Powell, D. and H. Klieforth, 2000. Weather and climate. in: *Sierra East: Edge of the Great Basin*. Genny Smith (ed.). Berkeley: University of California Press. pp. 70-93.

Prichard, S. J., D. L. Peterson, and K. Jacobson. 2010. Fuel treatments reduce the severity of wildfire effects in dry mixed conifer forest, Washington, USA. *NRC Research Press* 40:1615–1626

Pyne, S.J. 2001. The fires this time, and next. *Science* 294(2):12–17.

Ready. 2021. Community Emergency Response Team. Available at: https://www.ready.gov/cert. Accessed January 2023.

Rothermel, R.C. 1983. *How to Predict the Spread and Intensity of Forest and Range Fires*. Gen. Tech. Rep. INT-143. Ogden, Utah: U.S. Department of Agriculture, Forest Service, Intermountain Forest and Range Experiment Station.

Safford, H.D., Schmidt, D.A., and Carlson, C. H. 2009. Effects of fuel treatments on fire severity in an area of wildland-urban interface, Angora Fire, Lake Tahoe Basin, California. *Forest Ecology and Management* 258:773–787.

Safford, H.D., Stevens, J.T., Merriam, K., Meyer, M.D., and Latimer, A.M. 2012. Fuel treatment effectiveness in California yellow pine and mixed conifer forests. Forest Ecology and Management 274:17–28; https://doi.org/10.1016/j.foreco.2012.02.013.

Scott, J.H., and R.E. Burgan. 2005. *Standard Fire Behavior Fuel Models: A Comprehensive Set for Use with Rothermel's Surface Fire Spread Model*. Gen. Tech. Rep. RMRS-GTR-153. Fort Collins, Colorado: U.S. Department of Agriculture, U.S. Forest Service, Rocky Mountain Research Station.

Sierra Nevada Conservancy. 2021. 2020 megafires create risks for California's water supply. Available at: https://sierranevada.ca.gov/2020-megafires-create-risks-for-californias-water-supply/. Accessed January 2023.

Society of American Foresters (SAF). 2004. Preparing a Community Wildfire Protection Plan: A Handbook for Wildland Urban Interface Communities. Sponsored by Communities Committee, National Association of Counties, National Association of State Foresters, Society of American Foresters, and Western Governors' Association. Available at: https://www.forestsandrangelands.gov/documents/resources/communities/cwpphandbook.pdf. Accessed January 2023.

Southern California Edison (SCE). 2022a. 2022 Wildfire Mitigation Plan Update (Fact Sheet). Available at: https://download.newsroom.edison.com/create_memory_file/?f_id=620fe9b4b3aed34b1cc770f3&content_verified=True. Accessed January 2023.

———. 2022b. Wildfire Mitigation Plan. Available at: https://www.sce.com/sites/default/files/custom-files/SCE%202022%20WMP%20Update.pdf https://www.sce.com/sites/default/files/custom-files/SCE 2022 WMP Update.pdf. Accessed January 2023.

State of California. 2022. California Drought Update. Available at: https://drought.ca.gov/media/2022/03/CA-Drought-Update-2-28-22.pdf. Accessed January 2023.

Stephens, S.L., and L.W. Ruth. 2005. Federal forest-fire policy in the United States. *Ecological Applications* 15(2):532–542.

Switzer, R., and J. Umek. 2022. Eastern Sierra Nevada Riparian Areas Assessment for Fuels Reduction. Reno: Great Basin Institute. 163 p.

Team Rubicon. 2022. Capabilities and Services. Available at: https://teamrubiconusa.org/capabilities-services/. Accessed January 2023.

U.S. Department of Agriculture (USDA). 2001. Urban Wildland Interface Communities within Vicinity of Federal Lands that are at High Risk from Wildfire. Federal Register 66(3):751–777.

———. 2005. Terminology and Definitions Associated with Revegetation. Available at: https://www.nrcs.usda.gov/plant-materials/publications/search. Accessed January 2023.

———. 2022. Introduced, Invasive, and Noxious Plants. Available at: https://plantsorig.sc.egov.usda.gov/java/noxiousDriver. Accessed January 2023.

U.S. Fire Administration (USFA). 2020. Exposures. Available at: https://www.usfa.fema.gov/nfirs/coding-help/nfirsgrams/nfirsgram-including-exposures.html. Accessed January 2023.

———. 2021a. What is the WUI? Available at: https://www.usfa.fema.gov/wui/what-is-the-wui.html. Accessed January 2023.

———.2021b. Fire-Adapted Communities. Available at: https://www.usfa.fema.gov/wui/communities/. Accessed January 2023.

U.S. Fish and Wildlife Service. N.d. Information for Planning and Consultation Tool. Available at: https://ipac.ecosphere.fws.gov/location/FBTDFVX7ZNAJBFV7Y4ZMQCMKEM/resources#endangered-species. Accessed January 2023.

U.S. Forest Service (USFS). 2014. Using Resistance and Resilience Concepts to Reduce Impacts of Invasive Annual Grasses and Altered Fire Regimes on the Sagebrush Ecosystem and Greater Sage-Grouse: A Strategic Multi-Scale Approach. Available at: https://agsci.oregonstate.edu/sites/agscid7/files/eoarc/attachments/824_using_resistance_resilience_2014.pdf. Accessed January 2023.

———. 2018a. Land Management Plan for the Inyo National Forest. Available at: https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd589652.pdf. Accessed January 2023.

———. 2018b. Final Environmental Impact Statement for Revision of the Inyo National Forest Land Management Plan. Available at: https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd589660.pdf. Accessed January 2023.

———. 2021a. Fire Terminology. Available at: https://www.nwcg.gov/sites/default/files/data-standards/glossary/pms205.pdf. Accessed January 2023.

———. 2021b. Leadership and National Priorities. Available at: https://www.fs.usda.gov/inside-fs/delivering-mission/excel/leadership-intentions-usda-forest-services-five-national#:~:text=The%20Forest%20Service's%20five%20national%20priorities%20do%20three,work%20with%20citizens%2C%20partners%2C%20volunteers%20and%20each%20other. Accessed January 2023.

———. 2021c. 2021 Aerial Detection Survey Results: California. Available at: https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd999359.pdf. Accessed January 2023.

———. 2021d. Postfire Restoration Framework for National Forests in California. Available at: https://www.fs.usda.gov/psw/publications/documents/psw_gtr270/psw_gtr270.pdf. Accessed January 2023.

———. 2021e. After the Fire. Available at: https://www.fs.usda.gov/science-technology/fire/after-fire. Accessed January 2023.

U.S. Geological Survey (USGS). 2021. What is an invasive species and why are they a problem? Available at: https://www.usgs.gov/faqs/what-invasive-species-and-why-are-they-a-problem?qt-news_science_products=0#qt-news_science_products. Accessed January 2023.

University of California, Agriculture and Natural Resources (UCANR). 2009. Invasive Plants and Wildfires in Southern California. Available at: https://anrcatalog.ucanr.edu/pdf/8397.pdf. Accessed January 2023.

———. 2017. Tree Mortality in the Sierra Nevada. Available at: https://ucanr.edu/sites/CentralSierraForestry/files/331959.pdf. Accessed January 2023.

———. 2019. Grazing for fire fuels management. Available at: https://ucanr.edu/blogs/blogcore/postdetail.cfm?postnum=31445. Accessed January 2023.

———. 2020. Mass Tree Mortality, Fuels, and Fire: A Guide for Sierra Nevada Forest Landowners. Available at: https://anrcatalog.ucanr.edu/pdf/8683.pdf. Accessed January 2023.

———. 2021a. Manual. Available at: https://ucanr.edu/sites/fire/Prepare/Treatment/Manual/. Accessed January 2023.

———. 2021b. Mechanical. Available at: https://ucanr.edu/sites/fire/Prepare/Treatment/Mechanical/. Accessed January 2023.

Waltz, A.E.M., M.T. Stoddard, E.L. Kalies, J.D. Springer, D.W. Huffman, and A.S. Meador. 2014. Effectiveness of fuel reduction treatments: Assessing metrics of forest resiliency and wildfire severity after the Wallow Fire, AZ. *Forest Ecology and Management* 334:43-52; https://doi.org/10.1016/j.foreco.2014.08.026.

Wayman, R. B., and H.D. Safford. 2021. Recent bark beetle outbreaks influence wildfire severity in mixed-conifer forests of the Sierra Nevada, California, USA. *Ecological Applications* 31(3): e02287. 10.1002/eap.2287

Webb, A. D., D.A. Falk, M.D. Finch. 2019. Fire Ecology and Management in Lowland Riparian Ecosystems of the Southwestern United States and Northern Mexico. Gen. Tech. Rep. RMRS-GTR-401. Fort Collins, CO: U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station

Westerling, A.L., H.G. Hidalgo, D.R. Cayan, and T.W. Swetnam. 2006. Warming and earlier spring increase in western U.S. Forest wildfire activity. *Science* 313(5789):940–943.

Westerling. 2016. Increasing western US forest wildfire activity: sensitivity to changes in the timing of spring. Available at: http://ulmo.ucmerced.edu/pdffiles/16RSTB_Westerling.pdf. Accessed January 2023.

Western Regional Climate Center. 2022. Independence, California. Available at: https://wrcc.dri.edu/cgi-bin/cliMAIN.pl?ca4232. Accessed January 2023.

Western Regional Strategy Committee (WRSC). 2013. Western Regional Action Plan. Available at: https://www.forestsandrangelands.gov/documents/strategy/rsc/west/WestRAP_Final20130416.pdf. Accessed January 2023.

Wildland Fire Decision Support System (WFDSS). 2015. WFDSS Spatial Fire Planning Guide. October 2015. Available at: https://wfdss.usgs.gov/wfdss/pdfs/WFDSS_SFP_Guide.pdf. Accessed January 2023.

———. 2021. Wildland Fire Decision Support System. Available at: https://wfdss.usgs.gov/wfdss/wfdss_home.shtml. Accessed January 2023.

Winter, G., and J.S. Fried. 2000. Homeowner perspectives on fire hazard, responsibility, and management strategies at the wildland-urban interface. *Society and Natural Resources* 13:33–49.

Wooten, George. 2021. Fire and fuels management: Fire and fuels management: Definitions, ambiguous terminology and references. Available at: https://www.nps.gov/olym/learn/management/upload/fire-wildfire-definitions-2.pdf. Accessed January 2023.

APPENDIX A:

CWPP Planning Process and Background

This page intentionally left blank.

PLANNING PROCESS

The SAF, in collaboration with the National Association of Counties and the National Association of State Foresters, developed a guide entitled *Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities* (SAF 2004) to provide communities with a clear process in developing a CWPP. The guide outlines eight steps for developing a CWPP, which have been followed in preparing the 40 Acres CWPP:

Step One: Convene Decision-makers. Form a Core Team made up of representatives from the appropriate local governments, local fire authorities, and state agencies responsible for forest management.

Step Two: Involve Federal Agencies. Identify and engage local federal representatives and contact and involve other land management agencies as appropriate.

Step Three: Engage Interested Parties. Contact and encourage active involvement in plan development from a broad range of interested organizations and stakeholders.

Step Four: Establish a Community Base Map. Work with partners to establish a base map(s) defining the community's WUI and showing inhabited areas at risk, wildland areas that contain critical human infrastructure, and wildland areas at risk for large-scale fire disturbance.

Step Five: Develop a Community Risk-Hazard Assessment. Work with partners to develop a community Risk-Hazard Assessment that considers fuel hazards; risk of wildfire occurrence; homes, businesses, and essential infrastructure at risk; other values at risk (VARs); and local preparedness capability. Rate the level of risk for each factor and incorporate this information into the base map as appropriate.

Step Six: Establish Community Priorities and Recommendations. Use the base map and community Risk-Hazard Assessment to facilitate a collaborative community discussion that leads to the identification of local priorities for treating fuels, reducing structural ignitability, and other issues of interest, such as improving fire response capability. Clearly indicate whether priority projects are directly related to the protection of communities and essential infrastructure or to reducing wildfire risks to other community values.

Step Seven: Develop an Action Plan and Assessment Strategy. Consider developing a detailed implementation strategy to accompany the CWPP, as well as a monitoring plan that will ensure its long-term success.

Step Eight: Finalize Community Wildfire Protection Plan. Finalize the CWPP and communicate the results to community and key partners.

FIRE MANAGEMENT POLICY

The primary responsibility for WUI fire prevention and protection lies with property owners and state and local governments. Property owners must comply with existing state statutes and local regulations. These primary responsibilities should be carried out in partnership with the federal government and the private sector where applicable. The current federal fire policy states that protection priorities are 1) life, 2) property, and 3) natural resources. These priorities often limit flexibility in the decision-making process, especially when a wildland fire occurs within the WUI.

LEGISLATIVE DIRECTION

Municipal Direction

Codes and Ordinances

40 Acres falls within Inyo County and therefore operates based on the Inyo County Code. Inyo County has a *Defensible space and fire hazard reduction* section under *Title 14 Building and Safety*, which designates all of the unincorporated areas as WUI and requires that properties in the WUI be "maintained in accordance with the defensible space requirements set forth in Government Code Section 51182 and Public Resources Code (PRC) Section 4291." Additional information about this requirement is provided here: https://library.qcode.us/lib/inyo_county_ca/pub/county_code/item/title_14-chapter_14_08-14_08_140

Additionally, Inyo County has two ordinances regarding "combustible waste materials" and their removal under Title 7: *7.36.040 Fire hazard—Removal—Required* and *7.36.050 Fire hazard—Removal—By city.* These ordinances require the full or partial removal of combustible materials that may pose a fire hazard. In the event of noncompliance, the County may enter the noncompliant premises and remove the combustible material and the owner shall be liable for expenses. More information about these ordinances is provided here: https://library.qcode.us/lib/inyo_county_ca/pub/county_code/item/title_7-chapter_7_36

State Direction

The 2021 California Wildfire and Forest Resilience Action Plan recognizes that California faces continued and urgent threats from catastrophic wildfire. The purpose of this plan is to provide a foundation for supporting healthy, resilient, fire-adapted forests. The plan is organized into four overarching goals, which break down into sub-goals and correlated action items. Some of the sub-goals/strategies specific to wildfire include:

1. **Increase Fuel Breaks:** Reduce the risk of wildfire and slow fire spread within the WUI.
2. **Protect Wildfire-Prone Homes and Neighborhoods:** Expand and extend defensible space programs.
3. **Improve Utility-Related Wildfire Risk:** Ensure electrical corporations are compliant with wildfire regulations.
4. **Create Fire-Safe Roadways:** Ensure emergency evacuation routes can function as fuel breaks.

Like the 2014 national strategy, California's 2019 Strategic Plan, California's Wildfire and Forest Resilience Action Plan, and Federal Emergency Management Agency (FEMA) Disaster Mitigation Act of 2000 all mandate community-based planning efforts with full stakeholder participation, coordination, project identification, prioritization, funding review, and multiagency cooperation. In compliance with Title 1 of the HFRA, a CWPP must be mutually agreed upon by the local government, local fire departments, and the state agency responsible for forest management. As outlined in HFRA, this CWPP is developed in consultation with interested parties and the federal agencies managing land surrounding the at-risk communities. See Figure A.1 for an overview of California's wildfire regulatory environment.

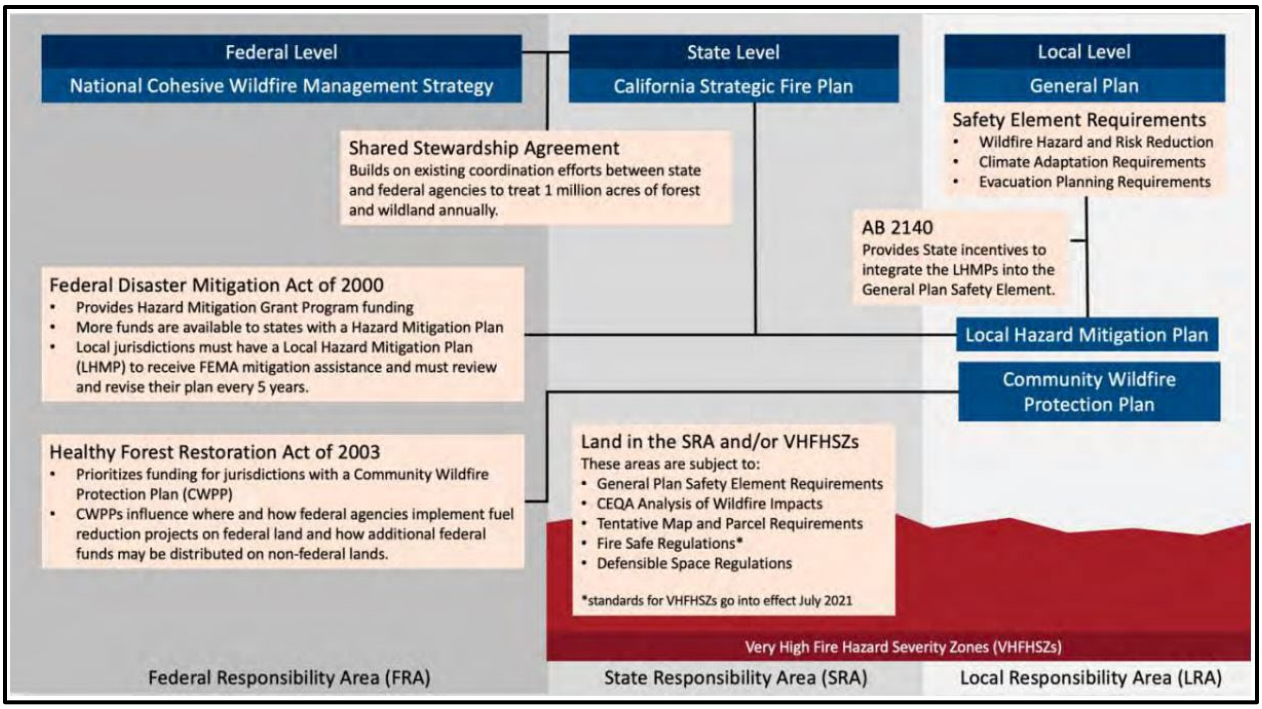


Figure A.1. California's wildfire regulatory framework. Source: CA GOPR (2022)

California Bills and Regulations

Assembly Bill 179: In September 2022, Governor Newsom signed Assembly Bill 179 authorizing $1.3 billion over the next 2 years to build wildfire resilience and bolster forest health throughout the state. The bill allocates $472 million toward forest health and fire prevention planning, $130 million toward state-owned land stewardship, $50 million for post-fire reforestation, $170 million for state conservancy forest health projects, $70 million for fire crews and prescribed burning activities, $40 million for the Regional Forest and Fire Capacity Program, $30 million for workforce development, and $25 million to assist small landowners (California Wildfire & Forest Resilience Task Force 2022). This plan is part of the governor's Wildfire and Forest Resilience Action plan, which aims to increase and expedite forest health projects to sustain and protect communities and meet economic and environmental goals (Department of Water Resources 2021).

Assembly Bill 1823: Assembly Bill 1823 (2019) requires that on or before July 1, 2022, the State Board of Forestry and Fire Protection develop criteria for and maintain a "Fire Risk Reduction Community" list of local agencies located in a State Responsibility Area (SRA) or a very high hazard severity zone that meet best practices for local fire planning. The existing law requires the State Board to consider specific factors when developing the criteria for the list, including recently developed or updated CWPPs (CA GOPR 2022). This CWPP is in alignment with the requirement stipulated by Assembly Bill 1823.

Senate Bill 1241: Senate Bill 1241 (2012) revised the safety element stipulations in state law to instruct all cities and counties whose planning area is within the SRA or a very high fire hazard severity zone (FHSZ) to address and include specific information concerning wildfire hazards and risk, and strategies and policies to address and minimize unreasonable risks associated with wildfire. The specific requirements are codified in Chapter 311 of the Bill. As a result, CAL FIRE maintains FHSZ maps and data for the entire state. Three classes of fire hazard severity classifications exist: moderate, high, and very high. Fire hazard severity considers the amount of vegetation, temperature, wind, humidity, and

topography, and represents the likelihood of an area burning over a 30- to 50-year interval (CA GOPR 2022).

Senate Bill 379: Senate Bill 379 (2015) amended Government Code Section 65302(g)(4) to require that all general plans in California address climate change adaptation and resilience as part of the safety portion of the plan. This amendment requires local jurisdictions to add this change as part of the next revision to their local hazard mitigation plan or, if a local hazard mitigation plan has not been adopted, review and update the safety element of the general plan to include applicable climate adaptation and resilience strategies (CA GOPR 2022). This CWPP may be integrated into the safety element of the City general plan during the next scheduled revision.

Senate Bill 246: As established by Senate Bill 246 in 2015, the Integrated Climate Adaptation and Resiliency Program (ICARP) is the leading program responsible for coordinating response to climate change impacts on a local, regional, and state scale. ICARP utilizes the Adaptation Clearing House, an online database of climate resources, and coordinates with the Technical Advisory Council to aid in facilitation of resiliency efforts. CA GOPR recommends that climate change–related safety updates be made in alignment with ICARP vision, principals, definitions, and wildfire requirements where applicable (CA GOPR 2022).

Senate Bill 901: Senate Bill 901 (2018) requires the State Board to regularly update regulations for fuel breaks and greenbelts close to communities to enhance fire safety within the SRA or areas designated as very high FHSZs. The Bill also requires that the updated regulations include measures to maintain undeveloped ridgelines to minimize fire risk and enhance fire protection (CA GOPR 2022).

PRC Section 4290: PRC Section 4290 confers the State Board with the authority to adopt regulations for base-level fire safety standards with respect to SRA land and land designated as very high FHSZ. The fire safety standards address multiple issues, including fuel modification standards for fuel breaks and greenbelts; road and driveway standards for emergency response access and public evacuation; minimum private water supply reserves for fire suppression; and standards for street, road, and building signage. However, these standards do not replace local regulations that meet or exceed minimum requirements adopted by the State Board (CA GOPR 2022).

PRC Section 4291: PRC Section 4291 details mandatory defensible space requirements for any person who owns, leases, controls, operates, or maintains a building in an SRA or very high FHSZ within a Local Responsibility Area (LRA). The requirements include, but are not limited to, 100 feet of defensible space around homes, removal of vegetation debris from the perimeter and the roof of homes/structures, and removal of vegetation from chimneys or stovepipes. This code was updated in January 2021 to require an ember-resistant zone within 5 feet of a home/structure on or before January 1, 2023 (CA GOPR 2022).

Assembly Bill 38: Assembly Bill 38 (2019) amended sections of the Civil, Government, and Public Resources Codes to set forth a comprehensive wildfire mitigation financial support program, which facilitates cost-effective home/structure hardening and retrofitting to create fire-resistant homes, businesses, and public structures. The amendments require the State Fire Marshal, in consultation with the Director of Forestry and Fire Protection and the Director of Housing and Community Development, to identify building retrofits and hardening measures eligible for financial assistance under the program. Additionally, the amendments require that CAL FIRE identify defensible space, vegetation management, and fuel treatment procedures eligible for financial assistance. Wildfire hazard areas eligible for financial assistance under the program include LRAs situated within very high FHSZs and SRAs within any FHSZ (CA GOPR 2022).

Senate Bill 1035: Senate Bill 1035 (2018) amended Section 65302 of the California Government Code to require local agencies to update the climate adaptation section (safety element) of the general plan at least every 8 years. This mandate would require local agencies to identify new information relating to fire hazards, climate adaptation, and resiliency measures that were not available during the last revision of the safety element (CA GOPR 2022).

Evacuation Planning Requirements: Assembly Bill 747 (2019), Assembly Bill 1409 (2020), and Senate Bill 99 (2019) were signed into law to enhance evacuation planning at the local level. Assembly Bills 747 and 1409 require local agencies to assess evacuation routes and locations under a variety of emergency scenarios, whereas Senate Bill 99 requires municipalities to identify communities with less than two evacuation routes. These planning mandates should be considered when assessing wildfire risk in the safety element of the general plan (CA GOPR 2022).

PRC 4290.5: Assembly Bill 2911 (2018) added Section 4290.5 to the PRC, which requires the State Board, in consultation with the State Fire Marshal and the local jurisdiction, to identify existing subdivisions with more than 30 dwelling units in the SRA or areas designated as very high FHSZ without secondary egress routes, that are at high risk for fire. Following identification of subdivisions without secondary egress routes, the State Board must provide recommendations to the local government to enhance public safety in such subdivisions. This process must begin on or before July 1, 2021 and be repeated every 5 years thereafter. If available, recommendations made by the Board should feed directly into the community's general plan update (CA GOPR 2022).

PRC Section 4202: PRC Section 4202 mandates that the State Fire Marshal classify lands within the SRA into FHSZs. There are three classes of fire hazard severity ratings within FHSZs: Moderate, High, and Very High (CA GOPR 2022). FHSZs are used for many purposes, such as to identify areas where California's defensible space standards, WUI codes, and the State Minimum Fire Safe Regulations are mandated, as well as to identify the level of hazard in a specified area or region. It's important to note that mitigation requirements apply to all zones within the SRA (CAL FIRE 2023a).

CAL FIRE 2022 FHSZ Update: In accordance with PRC 4202, CAL FIRE maintains FHSZ data for the entire state. FHSZs were originally determined and released in 2007; however, CAL FIRE recently updated these zones for the SRA in December 2022. The new FHSZs are currently in the public review process. FHSZs are defined based on vegetation, topography, and weather, and represent the probability of the area burning and potential fire behavior in the area. The new iteration of the FHSZs also accounts for land use changes, recent fire history, new wind data, and local climate data. FHSZs for the LRA are currently in development and expected for release in summer 2023(CAL FIRE 2022a).

Federal Direction

In response to a landmark fire season in 2000, the National Fire Plan (NFP) was established to develop a collaborative approach among various governmental agencies, including state, federal, and tribal, to actively respond to severe wildland fires and ensure sufficient firefighting capacity for the future. The NFP was followed by a report in 2001 entitled *A Collaborative Approach for Reducing Wildland Fire Risks to Communities and the Environment: 10-year Comprehensive Strategy*, which was updated in 2002 to include an implementation plan. This plan was updated once more in 2006, with a similar focus on using a collaborative framework for restoring fire-adapted ecosystems, reducing hazardous fuels, mitigating risks to communities, providing economic benefits, and improving fire prevention and suppression strategies. The 2006 implementation plan also emphasizes information sharing and monitoring of accomplishments and forest conditions, a long-term commitment to maintaining the essential resources for implementation, a landscape-level vision for restoration of fire-adapted ecosystems, the importance of

using fire as a management tool, and continued improvements to collaboration efforts (Forests and Rangelands 2006). Progress reports and lessons learned reports for community fire prevention are provided annually.

In 2003, the U.S. Congress recognized widespread declining forest health by passing the Healthy Forests Restoration Act (HFRA), and President Bush signed the act into law (Public Law 108–148, 2003). The HFRA was revised in 2009 to address changes to funding and provide a renewed focus on wildfire mitigation (H.R. 4233 - Healthy Forest Restoration Amendments Act of 2009). The HFRA expedites the development and implementation of hazardous fuels reduction projects on federal land and emphasizes the need for federal agencies to work collaboratively with communities. A key component of the HFRA is the development of CWPPs, which facilitate the collaboration between federal agencies and communities to develop hazardous fuels reduction projects and place priority on treatment areas identified by communities in a CWPP.

A CWPP also allows communities to establish their own definition of the WUI, which is used to delineate priority areas for treatment. In addition, priority is placed upon municipal watersheds, critical wildlife habitat, and areas impacted by wind throw, insects, and disease. Communities with an established CWPP are given priority for funding of hazardous fuels reduction projects carried out in accordance with the HFRA.

In 2014, the final stage of the development of a national cohesive strategy for wildfire was developed: *The National Strategy: The Final Phase in the Development of the National Cohesive Wildland Fire Management Strategy* (Forests and Rangelands 2014). The national strategy takes a holistic approach to the future of wildfire management:

To safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and as a Nation, live with wildland fire.

In order to achieve this vision, the national strategy goals are:

- **Restore and maintain landscapes:** Landscapes across all jurisdictions are resilient to fire-related disturbances in accordance with management objectives.
- **Fire-adapted communities:** Human populations and infrastructure can withstand wildfire without loss of life and property.
- **Wildfire response:** All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions (Forests and Rangelands 2014:3).

PAST PLANNING EFFORTS

Local

There are several existing documents relating to fire management in the Planning Area. This CWPP is meant to supplement and not replace any other existing plans.

Disaster Preparedness Guide: The Inyo County Office of Emergency Services (Inyo County OES) has a basic Disaster Preparedness Guide available (Inyo County OES n.d.). The objective of the guide is to prepare residents for human-caused or natural disasters. The guide provides a series of preventive action steps for a range of disasters, including wildfire preparedness. The guide recommends preparing a family emergency plan and assembling an emergency kit and other supplies. It also describes shelter and sheltering-in-place options (Inyo County OES n.d.).

Inyo County General Plan: Inyo County last completed a comprehensive update of its general plan in 2001 in compliance with state law (Government Code 65300). The general plan is a comprehensive guidance document that directs future physical development throughout the county (Inyo County 2001). The general plan addresses seven mandatory topics. Included in these topics is the safety topic, which establishes policies to protect the public from risks associated with natural and human-caused hazards, e.g., wildfire hazards. Inyo County provides annual progress reports about updates and amendments to the plan on the planning department's section of the county website: https://www.inyocounty.us/services/planning-department/inyo-county-general-plan

Inyo County Community Wildfire Protection Plan: A CWPP was prepared for the entire county in 2009 by Anchor Point Group consultants. This plan (Inyo County 2009) assesses the wildfire hazard throughout the county, provides some recommendations for reducing the risks, and outlines a range of fuels modification projects, including a fuel break for 40 Acres. The plan's assessment of risk at the community level rated 40 Acres at a "very high" hazard rating, one of only four communities in the county with that high of a hazard rating (Inyo County 2009:B-14 and B-15). The 2023 40 Acres CWPP is much more detailed with respect to its focus on a single community.

Inyo County Multi-Jurisdictional Local Hazard Mitigation Plan: In 2017, Inyo County adopted and FEMA approved the Inyo County / City of Bishop Multi-Jurisdictional Hazard Mitigation Plan. The purpose of this plan is to assess human-caused and natural risks to communities throughout Inyo County, and to reduce the potential effects of the hazards by establishing mitigation strategies (Inyo County 2017). Community and hazard profiles; hazard identification, analysis, and assessments; risk assessments; mitigation and adaptation strategies; and monitoring procedures are all outlined within the plan. In addition, the plan also provides hazard analysis and characterization and some generalized mitigation strategies regarding wildfire.

Inyo County has mapped the fire hazard for 40 Acres and surrounding lands as "high." https://gis.inyoco.com/arcgis/apps/webappviewer/index.html?id=381b793851de485f89f2fef2cf9d2f15

Inyo County Emergency Operations Plan: Inyo County adopted its current Emergency Operations Plan in 2016. Regarding wildfire, this plan (Inyo County 2016) describes available resources and direction to form a federal-county Unified Command when necessary to respond to a large wildfire. An emergency operations center will coordinate resources from all jurisdictions within Inyo County.

CAL FIRE San Bernardino Unit Strategic Fire Plan: The CAL FIRE San Bernardino Unit (BDU) is comprised of San Bernardino, Inyo, and Mono counties. Inyo County is served by the Owens Valley Battalion, which operates one fire engine crew out of the Bishop Station at 2781 South Round Valley Road and a second BDU fire engine crew out of its Independence Station at 250 East Park Street. The nearby Owens Valley Conservation Camp has five type 1 hand crews and one dozer. A program for defensible space inspections assists homeowners in complying with the requirements of Section 4291 of the California PRC. This recently updated strategic fire plan outlines a variety of fire prevention programs and projects (CAL FIRE 2022c).

Southern California Edison Wildfire Mitigation Plan: Although Southern California Edison (SCE) has limited presence in 40 Acres, it has an active wildfire mitigation program for its utility infrastructure. In 2022, SCE updated its plan to provide an updated risk assessment, provide lessons learned in 2021, and highlight actions taken in 2021 to reduce ignition from SCE infrastructure. The plan has an overarching goal of reducing SCE equipment related ignitions (SCE 2022a). To achieve this goal, SCE has identified actionable objectives that include increasing system hardening, bolstering situational awareness, and enhancing operational practices. The plan includes a table of 2022 targets to achieve these objectives. Examples of 2022 targets include installing 150 weathers stations, undergrounding

13 miles of power lines in high fire risk areas, and replacing circuits, relays, and fuses in targeted areas (SCE 2022a). Additionally, to reduce wildfire risk and improve incident response, SCE is expanding their detection and modeling efforts, investing in suppression resources, and developing fault detection mechanisms. SCE has a vegetation management program to inspect and remove hazardous and dying trees, and clear brush at the base of poles (SCE 2022b). The wildfire mitigation plan provides detailed information on SCE's risk assessment including equipment inventory, weather and wildlife event mapping, and vulnerable communities.

State

Strategic Fire Plan for California: In 2018, CAL FIRE, along with the State Board of Forestry and Fire Protection, developed the Strategic Fire Plan for California (CAL FIRE 2018b). The plan was developed to create a more wildfire resistant environment and community, increase the understanding of wildfires, and increase cooperation amongst local, state, federal, tribal, and private partnerships. Goals outlined within the plan include identifying natural resources at risk, integrating fire and fuels management tactics with landowners, and implementing post-fire assessments and programs (CAL FIRE 2018b).

California State Hazard Mitigation Plan: In 2018 the California Office of Emergency Services (CA OES) released the latest California State Hazard Mitigation Plan. The intention of the plan was to provide a current update of all past and potential hazards and disasters within California and outline mitigation strategies, risk reduction methods, goals, objectives, strategies, and priorities (CA OES 2018). Mitigation strategies recommended include strengthening interagency coordination, incorporating climate change into future planning efforts, and establishing a mitigation registry (CA OES 2018).

Fire Hazard Planning Technical Advisory: In 2022, the CA GOPR updated the Fire Hazard Planning Technical Advisory. The goal of the guide is to provide a framework for planners and decision makers in addressing hazards, increasing resilience, and reducing risks associated with fire. This guide provides a brief history of fire in the state, impacts to communities, and implications of climate change as well as describes several local, state, and federal wildfire policies and regulations to inform on required planning elements and available resources. This regulatory overview sets the stage for the fire hazard planning guidance chapter, which has recommendations regarding the integration of fire hazard specific elements into general plans. This guide also contains guidance to align hazard plans with broader plans and connect fire hazard planning to relevant matters such as climate adaptation (CA GOPR 2022).

Wildland Urban Interface Planning Guide: In 2022, in accordance with the requirements of Assembly Bill 75, the CA GOPR, with the Community Wildfire Planning Center and CAL FIRE, created the WUI planning guide to provide recommendations and examples to aid communities in planning for living in the WUI (CA GOPR 2022). The guide serves as a supplement to the Fire Hazard Planning Technical Advisory and discusses several plan categories, detailing their respective purpose, and how they relate to WUI planning. Some plan types referenced include, general, hazard, climate, and wildfire plans.
The regulation section of the guide provides required and recommended codes for resilient WUI planning and rationale for how these measures promote a fire safe community. Additional tools and programs that enhance community resilience are detailed in the plan (CA GOPR 2022).

California Cooperative Forest Management Plan: In 2020, the California Cooperative Forest Management Plan was developed to be used by CAL FIRE, the USFS, and the Natural Resources Conservation Service. This plan is a template for fire management plans and outlines topics that should be discussed while planning for fires, such as road systems, property history and conditions, wildlife, water resources, and others (CAL FIRE 2020a).

California's Forests and Rangelands 2017 Assessment: In 2017, CAL FIRE published California's Forests and Rangelands 2017 Assessment. CAL FIRE's Fire and Resource Assessment Program evaluates the amount and size of California's forests and rangelands and analyzes their conditions to establish management and regulatory guidelines. The assessment is used to delineate priority landscapes that aid in focusing investments and other programs to ameliorate issues. The goal of the assessment is to meet both state and federal mandates for natural resource inventories and planning (CAL FIRE 2018a).

Community Wildfire Prevention & Mitigation Report: In 2019 CAL FIRE published the Community Wildfire Prevention & Mitigation Report in response to Executive Order N-05-19, which directs CAL FIRE and other state agencies to recommend administrative, regulatory, and policy changes to prevent and mitigate wildfires. The order stresses taking necessary actions to protect vulnerable populations and to identify backlogs in fuels treatment projects. CAL FIRE identified 35 priority projects that could be immediately implemented to reduce public safety risk for over 200 communities. Potential projects included removal of dead trees, vegetation clearing, creation of ingress and egress paths, and creation of fuel breaks and community defensible spaces (CAL FIRE 2019a).

California's Wildfire and Forest Resilience Action Plan: In 2021 the California Forest Management Task Force (CA FMTF) developed California's Wildfire and Forest Resilience Action Plan (CA FMTF 2021). The purpose of the plan was to sustain economic strength of the forests, improve forest health and resilience, and increase the level of fire safety within communities. The plan is broken up into four major goals and strategies to achieve said goals (CA FMTF 2021). The goals include increasing the pace and scale of forest health projects, strengthening the protection of communities, managing the forest to achieve the state's economic and environmental goals, and driving innovation while measuring progress. Strategies for increasing community fire safety include increasing fuel breaks, creating fire-safe roadways, and supporting community risk reduction (CA FMTF 2021).

Vegetation Management Program: In addition to the Strategic Fire Plan, CAL FIRE operates a Vegetation Management Program that focuses on addressing resource management and wildfire fuel hazards within SRA lands (CAL FIRE 2021b). The program has three management objectives with various sub-goals. The management objectives are the reduction of conflagration of fires, optimization of soil and water productivity, and the protection and improvement of intrinsic floral and faunal species (CAL FIRE 2021b).

California Vegetation Treatment Program: In addition to planning documents, the State of California operates the California Vegetation Treatment Program (CalVTP). This program was developed by the Board of Forestry and Fire Protection to create healthy fire regimes, reduce hazardous vegetation that increases wildfire risk, and reduce risk within communities. Prescribed burning, prescribed herbivory, herbicides, mechanical treatments, and manual treatments are used for vegetation management. In addition, you can visit the CalVTP Implementation Database to find current and approved projects. To learn more about this program, visit the following URL: https://bof.fire.ca.gov/projects-and-programs/calvtp/

Safer from Wildfires Initiative: This partnership program was established to increase home hardening and defensible space efforts on homes that were not built to current CAL FIRE Standards. The program was developed in a partnership with the CA OES, Planning and Research, Department of Insurance, Public Utilities Commission, and CAL FIRE to create pathways for more accessible home insurance by requiring insurers to reward safety and mitigation actions (CDI 2022a). The program works within the three mitigation topics of Protecting the Structure, Protecting the Surroundings, and Working as a Community to identify actionable steps to improving community resilience in a cost-effective way. Each topic has specific measures, such as upgrading to ember-resistant vents, clearing vegetation under

decks, or working as a community to achieve a Firewise rating (CDI 2022a). The list of actions creates consistency in home hardening. This program has been used to negotiate insurance discounts for individuals and communities based on mitigation achievements at each level. For example, State Farm offers a discount to communities that achieve a Firewise Community rating (CDI 2022b). More information about the Safer from Wildfires initiative and currently available insurance discounts are available at the following URL: Safer from Wildfires (ca.gov)

Federal

U.S. Forest Service

The guiding document is the Land Management Plan for the Inyo National Forest (Inyo National Forest 2019). This plan satisfies the National Land Management Act of 1976 and directs all fire management activities in the forest, among other things. The “strategic fire management zones” section of chapter 3 and the fire-related actions in appendix B are the most relevant parts of the plan to this CWPP. The Inyo National Forest and BLM Bishop Field Office collaborate through an Interagency Fire Organization.

Bureau of Land Management

The BLM Bishop Field Office has a general fire management plan, prepared in 2004, according to a citation in a LADWP report. However, a public copy of the document is not available. In general, the BLM collaborates with several federal, state, and local organizations to develop and implement wildland fire programs. For instance, the BLM’s fuels management program directs a wide range of active management vegetation treatments using mechanical, biological, and chemical tools, and prescribed fire. The program consists of creating fuel breaks, reducing fuel loads, reducing fire risk near communities, targeted grazing, and herbicide to break fire-grass cycles. Fuels treatments are planned and implemented jointly with other BLM programs, and with federal, state, local, and non-governmental collaborators (BLM 2021). The BLM Bishop Field Office last updated its Resource Management Plan in 1993.

PUBLIC LAND MANAGEMENT

LAND MANAGEMENT STRATEGIES

In 2020, California and the federal government signed an agreement of the shared stewardship for California forests and rangelands. The agreement sets many goals for the state of California and the federal government to accomplish together (CA Office of the Governor 2020).These goals include: treating at least 1 million acres of California lands per year to reduce the risk of wildfires, developing a 20-year cooperative forest management plan which will outline projects and priorities, encouraging and increasing the use of sustainable land management practices such as prescribed fire, increase the forest management workforce and in turn increase the pace and scale of forest management, and prioritizing forest health benefits such as carbon sequestration and healthy watersheds. Funding for this agreement will be provided from The Great American Outdoors Act (CA Office of the Governor 2020).

Forest managers in the region are addressing land management objectives through the use of prescribed fire, mechanical, and manual treatments to promote more resilient forest lands. Private, state, and federal lands are interspersed creating a matrix of land ownership, which is often a hurdle to implementation of landscape level treatments. By working with private landowners, forest managers are enhancing landscape-scale efforts to create more resilient forest communities.

State Land

State Responsibility Area (SRA) is a legal term defining the area where the State has financial responsibility for the prevention and suppression of wildfire. 40 Acres is within the SRA and is adjacent to the Federal Responsibility Area on the western side.

In California, CAL FIRE maintains FHSZ data for the entire state. There are three classes of fire hazard severity ratings within FHSZs: moderate, high, and very high (CA GOPR 2020). FHSZs are defined based on vegetation, topography, and weather, and represent the probability of an area burning and the potential fire behavior in the area. 40 Acres is currently mapped as a high FHSZ (https://egis.fire.ca.gov/FHSZ/). The mapping is being revised during 2023 (https://osfm.fire.ca.gov/media/0vphbxrc/isor-fhsz-sra-121622-to-020323.pdf), but the high rating for 40 Acres will remain (https://calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=fd937aba2b044c3484a642ae03c35677).

Federal Land

Inyo National Forest

While not within the Planning Area, the Inyo National Forest may impact 40 Acres in the event of a large fire. The Inyo National Forest is less than 2 miles from 40 Acres at its closest point, and only few miles distant as one goes farther north or south. Pine Creek canyon is a well-used recreational area just a few miles to the southwest. The Land Management Plan for the Inyo National Forest (2019) is the guiding document for the forest. The USFS has created four Strategic Fire Management Zones within the forest (Inyo National Forest 2019: 77-81):

- **Community Wildfire Protection Zone**: This zone is composed of locations where communities and private lands could be at elevated risk of damage from wildfire, particularly where ample fuels exist. Priorities for this zone include identifying and using community buffer areas to implement strategic fuel treatments near structures and access points. In this zone, wildfires are suppressed under most fuel and weather conditions because of the elevated risk to public safety and the potential economic loss presented by a wildfire.
- **General Wildfire Protection Zone**: This zone consists of locations where wildfire threatens natural resources and/or community values. Wildfires in this area may adversely impact natural resources due to the condition of the ecosystem and natural fire regime. Wildfires that commence in this area have the potential to spread to the Community Wildfire Protection Zone. Priorities in this zone include hazardous fuel reduction and targeted ecological restoration.
- **Wildfire Restoration Zone**: This zone contains locations where existing conditions pose a moderate risk of wildfire damage to a particular natural resource. Generally, wildfires that begin in this zone present a low to moderate threat to communities under typical fire season conditions. Priorities in this zone include ecological restoration.
- **Wildfire Maintenance Zone**: This zone is made up of locations where wildfire presents a minor threat to communities under average fire season conditions and where the ecosystem benefits from wildland fires. Priorities in this zone include the implementation of prescribed fire for ecological restoration and to accomplish resource goals.

STEWARDSHIP AGREEMENTS

The Inyo County Emergency Operations Plan (Inyo County 2016) describes how the county participates in local, state, and federal mutual aid systems.

In 2020, the State of California and the USFS signed a shared stewardship agreement to commit to collaborative forest management and set landscape scale priorities. The shared stewardship agreement includes a commitment to coordinate and share tools, processes, and innovative approaches in respect to fire management. You can find the stewardship agreement here: https://www.gov.ca.gov/wp-content/uploads/2020/08/8.12.20-CA-Shared-Stewardship-MOU.pdf

APPENDIX B:

Community Background Information

This page intentionally left blank.

CONTENTS

Location and Geography B-1
Roads and Transportation B-2
Topography B-4
Population B-4
Social Vulnerability B-4
Recreation B-5
Fire Response Capabilities B-5
Local Response B-5
State Response B-5
Federal Response B-6
Mutual Aid B-6
Evacuation Resources B-7
Water Availability and Supply B-8
Vegetation B-9
Forest Health Considerations B-11
Wildlife B-13
Public Education and Outreach Programs B-14
Local and State Programs B-14
National Programs B-15

Figures

Figure B.1. Typical landscape in 40 Acres, showing the valley floor with sagebrush shrubland, trees, and riparian vegetation along the ditch in the distance, and the Sierra Nevada range in the background; view facing west into Hardy Road from North Round Valley Road B-1
Figure B.2. Typical landscape in 40 Acres, showing sagebrush shrubland in the foreground and timber and riparian vegetation along the ditch in the background; view facing south into 40 Acres from the northern extent of North Round Valley Road. B-2
Figure B.3. Birchim Lane; view facing east. B-3
Figure B.4. Local access road at the northwestern corner of 40 Acres, an example of a narrow, unsurfaced road with limited turnaround space. B-4
Figure B.5. Water resources in 40 Acres. B-9
Figure B.6. 40 Acres existing vegetation cover B-10

This page intentionally left blank.

LOCATION AND GEOGRAPHY

The 40 Acres (formerly known as Wright's 40 Acres) community is located in northwestern Inyo County in Round Valley and comprises a total of 40 acres. It is about 12 miles west-northwest of Bishop and lies between U.S. Highway 395 (U.S. 395) and the steep escarpment of the Wheeler Crest.

Although smaller than most communities of the Owens Valley, 40 Acres shares the common characteristic of eastern Sierra Nevada communities, with isolated patches of private land surrounded by federal land and/or property owned by the City of Los Angeles. The community is square in shape with the outer boundaries oriented west–east and north–south. BLM-managed land is on the west side. LADWP land is on the other three sides.

40 Acres is surrounded by a sagebrush scrub plant community largely composed of big sagebrush (*Artemisia tridentata*), antelope bitterbrush (*Purshia tridentata*), rubber rabbitbrush (*Ericameria nauseous*), and a wide variety of understory forbs and grasses (Figures B.1 and B.2) (Howald 2000). Vegetation density (and therefore fuel continuity) is relatively sparse because of the arid climate (about 11–15 inches of precipitation annually on average). However, wind-driven embers would readily propagate fire through the scrubland.



Figure B.1. Typical landscape in 40 Acres, showing the valley floor with sagebrush shrubland, trees, and riparian vegetation along the ditch in the distance, and the Sierra Nevada range in the background; view facing west into Hardy Road from North Round Valley Road.



Figure B.2. Typical landscape in 40 Acres, showing sagebrush shrubland in the foreground and timber and riparian vegetation along the ditch in the background; view facing south into 40 Acres from the northern extent of North Round Valley Road.

An artificial channel that delivers water from Pine Creek to the community supports dense riparian vegetation. Live and dead fuel loads along this channel are quite high and could readily carry a fire from upstream into 40 Acres. This canal supplies water to nearly 1 mile of small irrigation channels serving all parcels within 40 Acres and supports relatively luxuriant vegetation throughout the community. 40 Acres is known as the "big green square of dense vegetation" observed in Round Valley when driving down the Sherwin Grade on U.S. 395. The number of trees has been estimated at nearly 1,000, some of which are up to 60 feet tall. The abundant vegetation contributes to 40 Acres often being described as an oasis, with portions called a jungle.

ROADS AND TRANSPORTATION

40 Acres has had two paved roads that have provided access to the community from the east and south. Unfortunately, the southern route has been closed for the past 5 years because of the loss of a critical bridge. Currently (early 2023), the sole paved road access to 40 Acres is Birchim Lane (Figure B.3). From the northeast corner of 40 Acres, Birchim Lane goes east for 1.3 miles to the Old Sherwin Grade/Lower Rock Creek Road, which parallels U.S. 395. From the junction of Birchim Lane and Old Sherwin Grade Road, access to U.S. 395 is available 1.0 mile to the north and 1.5 miles to the south. Before the spring 2017 flood that destroyed the bridge over Pine Creek, and presumably after the bridge reconstruction is completed in 2023, paved-road access to the southeast corner of 40 Acres is provided by North Round Valley Road for a distance of 0.8 mile from the junction with the Pine Creek Road. From that junction, U.S. 395 is 1.8 miles to the east along Pine Creek Road. North Round Valley continues unpaved to the north beyond 40 Acres, connecting with Old Sherwin Road and Boundary Road to connect to the paved Old Sherwin Grade Road after about 3 miles. To access individual parcels within 40 Acres, Birchim Lane

and Hardy Road traverse the north and south sides of the community, respectively. Waiford Circle and Ocean View Road access parcels on the interior of the community, and both are dead-end access roads.

Most roads within 40 Acres are not paved and are narrow without turnarounds (Figure B.4), requiring fire trucks to back in, particularly Birchim Lane and Ocean View Drive. These routes may prove hazardous during emergency evacuation.



Figure B.3. Birchim Lane; view facing east.



Figure B.4. Local access road at the northwestern corner of 40 Acres, an example of a narrow, unsurfaced road with limited turnaround space.

TOPOGRAPHY

The community is on the lower extent of an alluvial fan to the northeast of Pine Creek Canyon at an elevation of 4,600 feet. The natural landscape under 40 Acres descends from southeast to northwest at a gentle slope of about 4 percent.

POPULATION

The exact population of the community is unknown but is estimated around 100. Sixty-two habitable structures exist in the Planning Area varying in age from 2 to more than 100 years. Lot sizes range from 0.18 to 3.4 acres. Two lots remain undeveloped. Fifty-one homes are of frame and masonry construction. Eleven homes are mobile or manufactured.

SOCIAL VULNERABILITY

The Federal Emergency Management Agency (FEMA) defines social vulnerability as the susceptibility of social groups to the negative impacts of natural hazards (e.g., wildfire), which include disproportionate death, injury, loss, or disruption of livelihood (FEMA 2022). A sole hazard occurrence can bring about considerably different impacts for distinct individuals, even if the magnitude of the hazard was the same for the entire community. Specific groups of individuals may be more susceptible to natural hazards because of socioeconomic status, physical state, or other factors. For instance, elderly individuals may have more difficulty in quickly evacuating during wildfire emergencies, which may make them more susceptible to entrapment. In other cases, low-income individuals may be less able to harden and

improve their homes to reduce structural ignitability, indicating that they can face a higher probability of their home being damaged or destroyed should a wildfire event occur.

According to the 2017 Inyo County and City of Bishop Multi-Jurisdictional Hazard Mitigation Plan (Inyo County and City of Bishop 2017), social vulnerability for wildfire hazards is roughly the same between residents within the high wildfire hazard zones of Inyo County, such as 40 Acres, and residents in all of Inyo County. The similarity in social vulnerability between the communities located in wildfire hazard zones and all Inyo County communities is owed to the similar socioeconomic composition of both populations (Inyo County and City of Bishop 2017).

RECREATION

There is modest recreational use by non-residents of the BLM land to the west and LADWP lands on other sides. Non-resident recreational use of the surrounding lands is primarily walking, running, and mountain biking during the winter months by Mono County residents seeking snow-free dirt roads. Cyclists from Bishop and Mono County use Old Sherwin Grade Road, Pine Creek Road, and North Round Valley Road extensively. The number of recreation visits increases markedly up Pine Creek canyon for hiking, backpacking, fishing, and climbing. Important to note is that winter recreation includes dispersed camping on BLM and USFS lands, which leads to increased wildfire risk due to potential reckless and illegal campfire usage. This is of particular concern in areas with a higher presence of campers such as Pine Creek Canyon.

FIRE RESPONSE CAPABILITIES

LOCAL RESPONSE

The nearest volunteer station serving the Planning Area is the Paradise Fire Station, located at 5300 Lower Rock Creek Road, Paradise, and is 6 miles from 40 Acres. The Wheeler Crest Fire Station is an additional 4 miles away to the northwest. There are three fire stations in Bishop: 3206 West Line St., 209 West Line St., and 2190 North Sierra Highway (U.S. 395), which are 11 to 13 miles from 40 Acres. There is also a fire station in Chalfant, which is 25 miles from 40 Acres.

STATE RESPONSE

California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE San Bernardino Unit

The nearest CAL FIRE station serving the Planning Area is the CAL FIRE Bishop Station at 2781 South Round Valley Road, Bishop, CA, 93514. When the bridge over Pine Creek is replaced, the distance to 40 Acres is about 5 miles (Map C.10 in Appendix C). The current detour without the bridge is about twice as far.

FEDERAL RESPONSE

The management of wildfire ignitions for multiple resource objectives (managing naturally burning fires in forests as a tool for helping to restore forest health and mitigating the escalating costs of fire suppression) is practiced on federal land but depends on a thorough assessment of risk to values at risk (VARs) in the WUI. Depending on the location and nature of a wildfire, policies developed through interagency collaboration outline appropriate management responses to guide district personnel in the application of specific suppression techniques. All large wildfire response would be based on assessment using WFDSS (U.S. Geological Survey [USGS] 2021).

Inyo National Forest

Overall, the USFS provides wildfire response and management for over 193 million acres of National Forest System land within the United States (CRS 2021). National Forest System lands are considered FRAs, which are regions where the federal government is responsible for fire response. National Forest System lands are less than 3 miles west of 40 Acres. On USFS land, the USFS has the responsibility for the management of wildland fire including initial attack (initial response).

The Inyo National Forest and BLM-Bishop Field Office have an Interagency Fire Organization covering an area from the southern Sierra near Ridgecrest to Topaz Lake on the Nevada border, and from the crest of the Sierra Nevada to the White Mountains.

Located in Bishop, the White Mountain Ranger Station has one Type 3 wildland engine, two fire prevention patrol units, one 20-person hotshot crew (the Inyo Hotshots), a District Fire Management Officer and an Assistant District Fire Management Officer, all from the USFS. In the summer, a BLM fire prevention unit also works out of this station.

Also located in Bishop are various "Fire Overhead" personnel: fire planners, Forest Fire Management Officers, Interagency Mitigation/Education Specialist, and more. These employees are a mixture of USFS and BLM and manage the overall direction of the interagency fire program for the area.

At the Eastern Sierra Regional Airport is the Bishop Air Tanker Base, capable of reloading nearly all air tankers in service today, except for the Very Large Air Tankers (VLATs) such as the DC-10 and 747. The tanker base is operated on an as-needed basis, but also hosts a Single Engine Air Tanker (SEAT) during the summer.

Bureau of Land Management

Public domain lands adjacent to and near 40 Acres are administered by the BLM Bishop Field Office. The BLM is a member of the CA FMTF. The CA FMTF is composed of several state, federal, and local wildland firefighting agencies. Additionally, the CA FMTF joins local communities to prevent or minimize fire danger (BLM 2021).

MUTUAL AID

The wildland fire community is well known for its development of mutual aid agreements at the federal, state, and local levels. Such automatic aid agreements allow for the closest forces to respond to an incident as quickly as possible regardless of jurisdiction. Such agreements may also describe how reimbursement will be conducted; state resources responding to wildfires on federal land may have their

associated costs reimbursed by the responsible federal agency, and the reverse is true for federal resources suppressing a wildfire on state land.

CAL FIRE BDU participates in the Statewide Mutual Aid system and maintains agreements with local response organizations, including incorporated cities, neighboring counties, and state and federal wildland agencies.

EVACUATION RESOURCES

Evacuation planning is a joint effort among county departments, with law enforcement as the lead agency. 40 Acres operates under the Inyo County evacuation procedures. At a county level, evacuation routes and procedures are detailed in the Emergency Operations Plan and Hazard Mitigation Plan (Inyo County 2016, 2017).

You can sign up for Inyo County emergency notifications, CodeRED, here: https://public.coderedweb.com/CNE/en-US/DAD807D480BF

People

The safe and efficient evacuation of people from wildfire requires several factors, including:

- **Emergency notification methods:** Inyo County has established CodeRED, an Emergency Notification System that utilizes reverse 911. Residents must register their numbers in the system. Social networking sites such as Facebook, Nextdoor, and Twitter, as well as locally maintained blogs and email distribution lists, are other resources that have become highly valued during wildfires in nearby communities.
- **Preplanning by the public about how to evacuate and where to go:** Dead-ends, poor or missing signage, and conflicts with emergency vehicles driving into the community versus the public trying to leave complicate evacuation. Uncertainty about where to find temporary refuge can cause families to become separated and delay reunions. Some individuals without transportation or with limited mobility may be accidentally left behind.
- **Public awareness:** These two items will fail to occur throughout CARs if the residents are unaware of notification methods: 1) the need for preplanning and 2) the elements that should be included in preplanning. Therefore, public education and outreach on these topics should be part of all efforts conducted by agencies such as fire departments in a wide variety of venues.

Animals and Livestock

In the event of a wildfire, it is important that residents and fire responders have a plan for evacuation of pets and livestock. Evacuation planning often neglects to describe how animals will be evacuated and where they will be taken. The loading of horses, for example, during a fire and smoke situation, and transport of stock vehicles down narrow roads under stressful situations, can be very difficult. Public education could emphasize the need for individuals to have a plan for the evacuation of pets in addition to their family, ensuring a lack of planning doesn't slow or prevent evacuation.

There is also a need to pre-identify where animals can be taken, such as county fairgrounds, for large animal shelter. Similarly, locations where small animals such as dogs and cats picked up in the fire area should also be pre-identified, as well as the lead agencies, such as humane societies, coordinating this work.

Inyo County Animal Services helps with evacuating small and large animals from fire areas; this applies to 40 Acres residents as well. In the past, Millpond Equestrian Center and the Tri-County Fairground have offered emergency housing for evacuated animals.

WATER AVAILABILITY AND SUPPLY

Homeowners within 40 Acres rely on individual wells for domestic water supply. Outside irrigation water originates at a diversion from Pine Creek with a pre-1914 water right. A small unlined canal brings this water to the southwest corner of 40 Acres at the end of Hardy Road, where it flows into two distribution channels. Water in these channels then enters a network of ditches that serve each parcel. There are nine ponds that are filled by the ditches that can serve as water supplies for fire suppression efforts. These nine small reservoirs are near the main roads within the community and can be readily accessed for filling water tender trucks or direct pumping. There are also a few tanks in the community that may offer additional water for fire suppression. Figure B.5 shows all the water resources in 40 Acres.

On a broader scale, California experienced the second driest year on record during the period of September 2020 to September 2021, and recent trends suggest that droughts are likely to persist. The months of January and February 2022 were the driest consecutive January and February on record in the Sierra Nevada (State of California 2022). Droughts can have significant adverse impacts on public health and safety. These impacts are mainly associated with severe wildfire risk and drinking water shortages. Small-scale water systems in small towns, rural areas, and private residential wells are particularly vulnerable to the effects of drought (California Department of Water Resources 2022).

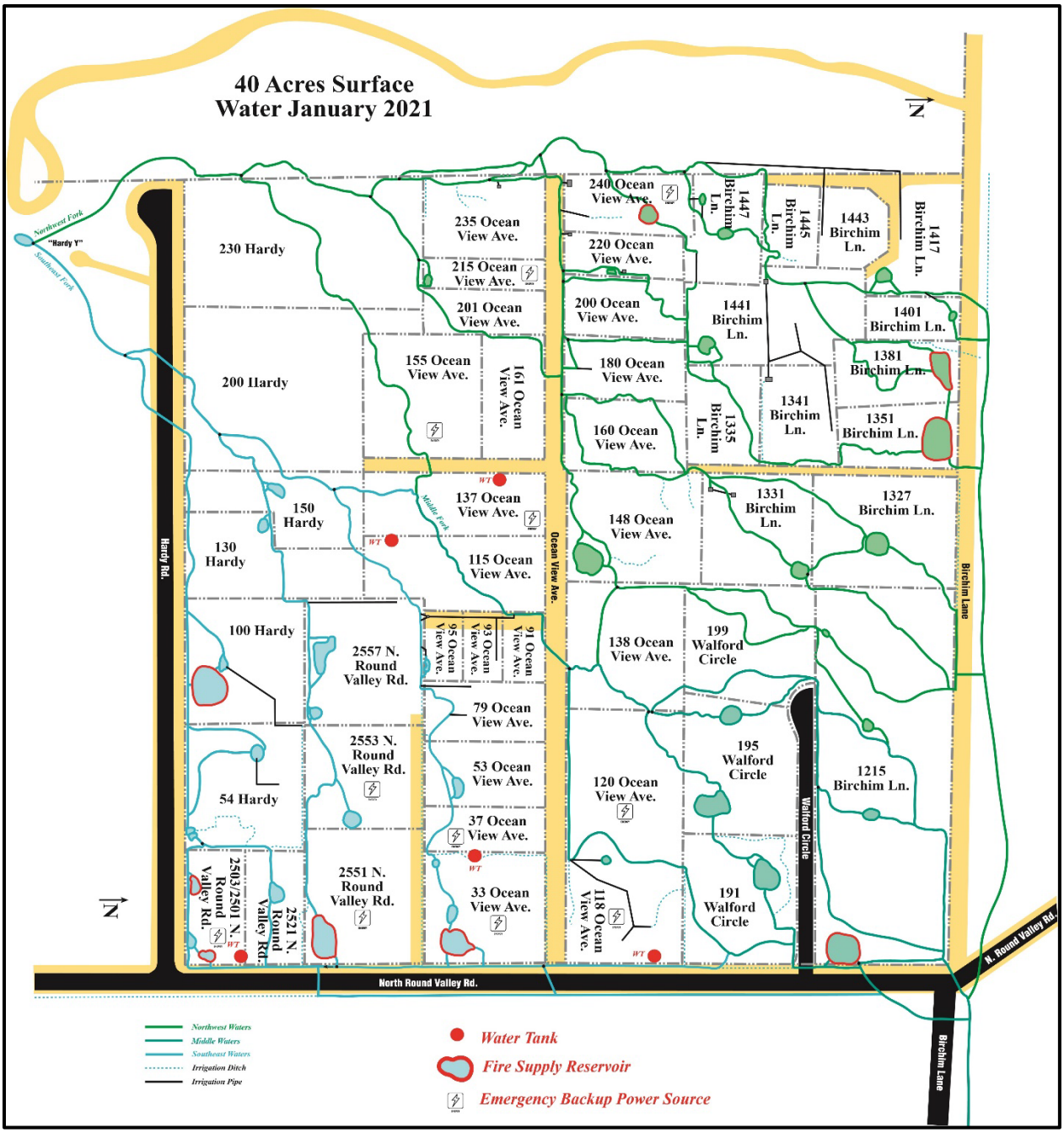


Figure B.5. Water resources in 40 Acres.
Source: 40 Acres FSC

VEGETATION

Vegetation zones within the community and surrounding environment are primarily a function of elevation, slope, aspect, substrate (i.e., soils), and associated climatic regimes. Since the Planning Area is relatively homogenous in terms of elevation and topography, there is little change in vegetation characteristics across the area. Most of the Planning Area comprises grass-shrub communities, with pockets of dispersed trees and riparian vegetation along ditches and creeks (Figure B.6).

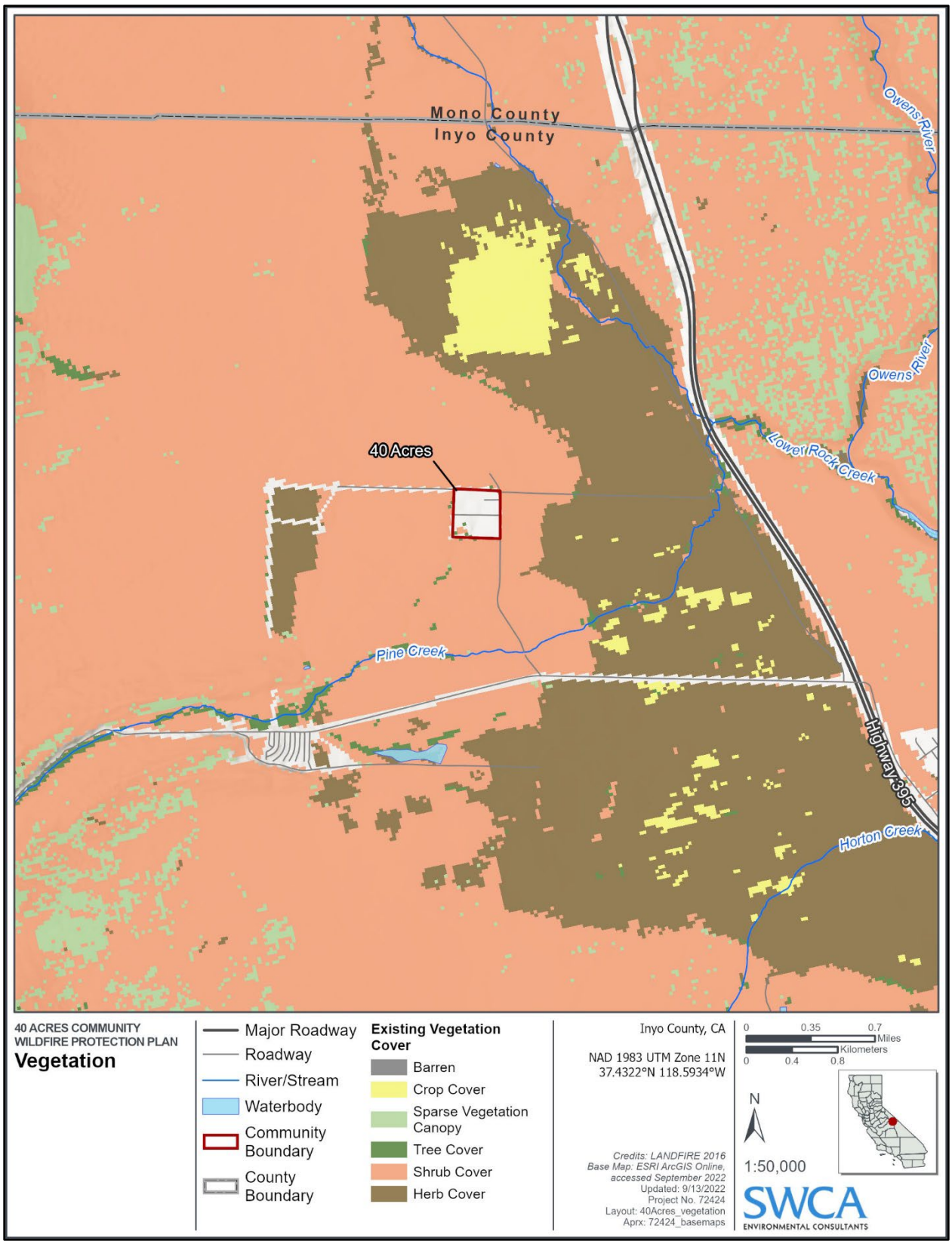


Figure B.6. 40 Acres existing vegetation cover.

FOREST HEALTH CONSIDERATIONS

Insects

Native insect epidemics within plant communities are usually part of a natural disturbance cycle similar to wildfire. They are often cyclic in nature and are usually followed by the natural succession of vegetation over time. Of primary interest are insects that attack tree species because of the implications for fire management.

In addition to native insect epidemics, exotic pests also pose a significant threat to forest ecosystems. Invasive species are organisms that are introduced into an area beyond their natural range and become pests in the new environment. They are also referred to as exotic pests, alien, non-native, or introduced pests. Most introductions have been unintentional and accidental. Having evolved in a different environment, these invasive species may have few natural enemies in their new locations, which can often lead to rapid population increases that can out-compete native species for resources.
The introduction of exotic pests is likely to cause economic, environmental, and agricultural harm as well as harm to human health (California Department of Food and Agriculture [CDFA] 2021). In general, traits of invasive species include fast growth, rapid reproduction, rapid adaptability, tolerating a wide range of environmental conditions, and utilizing a variety of different foods (CDFA 2021).

Insect epidemics in California forests continue to persist. In 2021, USFS's annual aerial survey showed tree mortality in 1.3 million acres out of 38 million acres that were surveyed. Tree mortality is strongly correlated with extreme and prolonged drought and subsequent bark and engraver beetle attacks (USFS 2021c). Stands of trees that have been killed by insects have varying degrees of associated fire danger depending on the time lapse following an insect attack and structure, fuel loading, and continuity of the fuels that remain. However, forests with a large degree of mortality following an insect attack may have the potential to experience extreme fire behavior, especially if a large degree of needle cover remains in the canopy. Moreover, heavy dead fuels increase the fire suppression difficulty and snags are a significant hazard to fire crews.

Insects that have infested or have the potential to infect the forests in the region (e.g., Inyo National Forest) are listed below.

- **Bark Beetles** (Ips Beetles) (*Ips* spp. and *Dendroctonus* spp.) (California Forest Pest Council [CFPC] 2020)
- **Mountain Pine Beetle** (*Dendroctonus ponderosae*) (CFPC 2020)
- **Jeffrey Pine Beetle** (*Dendroctonus jeffreyi*) (CFPC 2020)
- **Pinyon Needle Scale** (*Matsucoccus acalyptus*) (CPFC 2021; USFS 2021c)
- **California flatheaded borer (***Phaenops californica*) (USFS 2018b)
- **Pandora moth** (*Coloradia pandora*) (USFS 2018b)
- **Douglas-fir Tussock moth** (*Orgyia pseudotsugata*) (USFS 2018b)

Diseases

Diseases of trees, such as parasitic plants, fungi, and bacteria, can also affect forests in the region (e.g., Inyo National Forest). These diseases impact forest systems by degrading the productivity and

health of the forest. Some of the more common forest diseases that are found in the region are described below. Trees that are killed by disease have the similar potential to increase fire hazards.

- **White Pine Blister Rust** (*Cronartium ribicola*) (USFS 2018b)
- ***Armillaria* root disease** (*Armillaria* sp.) (USFS 2018b)
- **Black stain root disease** (*Leptographium wageneri*) (USFS 2018b)
- **Heterobasidion root disease** (*Heterobasidion* sp.) (USFS 2018b)
- **Dwarf mistletoe** (*Arceuthobium campylopodum*) (USFS 2018b)

Impact of Climate Change

The rapidly shifting climate, particularly rising temperatures, combined with changing wind patterns, and increasing temporal and spatial variability of water availability, are considerably escalating wildfire risk across the state. The recurrence of severe fire weather during the autumn months has more than doubled in California since the 1980s, and, considering climate change, this prevalence is projected to increase in the future. As stated in California's Fourth Climate Change Assessment, if greenhouse gas emissions continue to increase, California is expected to experience a 50% increase in fires larger than 25,000 acres as well as a potential 77% increase in average area burned by 2100. The state has already begun to encounter the impacts of increased fire occurrence and severity. In fact, 60% of the top 20 largest wildfires in California occurred in the last 5 years, including the August Complex fire (August 2020) and the Dixie fire (July 2021). The August Complex and Dixie fires alone burned a combined total of nearly 2 million acres and well over 2,000 structures (CAL FIRE 2022b). It is clear that extreme wildfire events continue to present a significant threat to California's communities.

In addition to direct damage (e.g., structure and property damage) caused by wildfires, uncharacteristically large and severe wildfires also cause indirect impacts on the environment and ecosystem services. Wildfires are known to deteriorate local and regional air quality, pollute waterways, displace native species (animal and plant), and increase carbon dioxide emissions. The increased carbon dioxide emissions are of special concern since carbon dioxide is a greenhouse gas. Greenhouse gases are implicated in climate change, and climate change is a critical factor exacerbating frequency and severity of wildfires (CA GOPR 2019).

It is important to note that fire is a natural part of California's diverse landscapes and is essential to many ecosystems across the state. Almost all of California's diverse ecosystems are fire-dependent or fire-adapted (California Department of Fish and Wildlife [CDFW] 2021). Frequent, uncharacteristically large, high-severity wildfires are the primary source of the catastrophic damage listed above. Wildfire, when not intensified by human actions, works to balance ecosystems, and restore their natural functions.

Tree Mortality

Rising temperatures, extensive droughts, extreme wildfires, and insect outbreaks have contributed to widespread tree mortality in the Inyo National Forest (USFS 2018b). Tree mortality due to the aforementioned factors is a natural process in forest ecosystems. However, if due to compound disturbances or other factors, many trees die in a brief time period over large regions, forest health may be negatively affected. In addition to disrupting ecosystem functions, widespread tree mortality near developed or recreational areas present hazards as they can fall and potentially endanger the public and infrastructure (National Park Service [NPS 2021]). Furthermore, the level of risk posed by hazard trees is contingent on the amount of time that has passed since the individual or population has died and the

amount of fuel that has fallen to the forest floor. In the Sierra Nevada, recent droughts and rising temperatures have contributed to an increase in dead woody fuels that persist for a long period of time and present a significant wildfire hazard. As such, any increase in tree mortality results in increased fuel loading, which contributes to the potential for high severity fire and extreme fire behavior in the region (UCANR 2020).

During the 2012-2016 drought, tree mortality increased significantly. Rising temperatures and reduced water availability have stressed trees, thereby increasing their physiological stress and their susceptibility to insect and pathogen infestations (California Office of Environmental Health Hazard Assessment 2019). Roughly 129 million trees were estimated to have died between 2012 and 2017. In 2016 alone, 62 million trees died, with 95% of tree mortality occurring in the Sierra Nevada (UCANR 2017). Recent surveys indicate that the tree mortality trend is likely to continue. In its 2021 annual aerial survey, the (USFS detected 9.5 million dead trees statewide, mostly fir, followed by ponderosa pine, bringing the cumulative total to 173 million dead trees since 2010 (USFS 2021c). Most of the surveyed tree mortality occurred in the southern areas of the Sierra Nevada range. In Inyo County, 10,000 acres with 68,000 deceased trees were detected (USFS 2021c).

While it is known that tree mortality affects several aspects of wildfire behavior, the extent to which tree mortality influences wildfire severity has not been established. Researchers from the University of California Davis and the USFS conducted a study to answer this question (Wayman and Safford 2021). The researchers focused on the 2015 Rough Fire and the 2016 Cedar Fire areas for their assessment. These areas presented the perfect opportunity to study the effects of tree mortality on wildfire severity since they had recently burned and had existing tree mortality. The researchers found that two measures of wildfire severity (area killed by fire and canopy torch) were significantly influenced by pre-fire tree mortality. That is, the higher the degree of tree mortality in an area, the higher the potential for a canopy fire and fire-killed trees. Considering that deceased trees pose an increased risk of intense wildfire, the researchers emphasized that fuel reduction treatments, such as thinning and prescribed fire, not only reduce the risk of catastrophic wildfire but can also reduce the severity of future bark beetle outbreaks (Wayman and Safford 2021).

WILDLIFE

Vegetation management treatments could be applied around 40 Acres to benefit habitat for general wildlife species or game habitat. Most native wildlife species found in the region evolved with a frequent fire regime.

Threatened and Endangered Species

According to the U.S. Fish and Wildlife Service's Information for Planning and Consultation Tool, a few endangered or threatened species have the potential to occur within and around the Planning Area. These endangered or threatened species include one mammal (Fisher [*Pekania pennanti*]), two birds (Southwestern Willow Flycatcher [*Empidonax traillii extimus*] and Yellow-billed Cuckoo [*Coccyzus americanus*]), and two fishes (Owens Pupfish [*Cyprinodon radiosus*] and Owens Tui Chub [*Gila bicolor ssp. snyderi*]) (U.S Fish and Wildlife Service n.d.).

Although the U.S. Fish and Wildlife Service's Information for Planning and Consultation Tool suggests potential habitat for a few threatened or endangered species, the coarse-level information is not consistent with assessments by biologists familiar with the Planning Area. The riparian areas may occasionally be visited by the southwestern willow flycatcher and yellow-billed cuckoos.

Treatments on federal land adjacent to 40 Acres would be subject to NEPA and associated analysis of impacts to these species. Treatments in areas that may impact threatened and endangered species would require application of certain mitigation measures to prevent degradation to habitat. As an example of a mitigation measure, fuels treatment activities on federal lands may be subject to restrictions according to limited operating periods. Limited operating periods decrease the time frame for which fuels treatment activities may occur.

PUBLIC EDUCATION AND OUTREACH PROGRAMS

LOCAL AND STATE PROGRAMS

40 Acres Fire Safe Council

40 Acres Fire Safe Council (FSC) was established in 2020 by community volunteers to promote fire safety and prevention, provide education, and exchange information in the community. The Council offers various educational resources such as brochures on hardened homes and defensible space, evacuation guides, disaster readiness guides, and home evaluation guides. The Council has a fire prevention grant from CAL FIRE via the Whitebark Institute to reduce hazardous fuel loads on 29 acres of BLM and LADWP land surrounding the community as well as within the community.

The 40 Acres FSC may add a webpage on the Eastern Sierra Wildfire Alliance site in 2023: https://www.eswildfirealliance.org/fire-safe-councils

California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE is an all-risk emergency services provider that specializes in wildfire response. CAL FIRE is responsible for wildfire response on all California SRA lands except for six counties (Kern, Los Angeles, Marin, Orange, Santa Barbara, and Ventura). In addition, CAL FIRE provides a plethora of fire education resources to ensure Californians are prepared for wildfire. These educational materials include but are not limited to:

- CAL FIRE Fire and Emergency Response Guide
- California Fire Plan Overview
- CAL FIRE Cooperative Emergency Response
- Ready Set Go! Wildfire Action Plan
- Are You Ready? Defensible Space and Home Hardening
- Are You Set? Wildfire Preparedness
- Defensible Space Guide
- Before, During, and After a Wildfire

NATIONAL PROGRAMS

Ready, Set, Go!

The Ready, Set, Go! Program, which is managed by the International Association of Fire Chiefs, was launched in 2011 at the WUI conference. The program seeks to develop and improve the dialogue between fire departments and residents, providing teaching for residents who live in high-risk wildfire areas—and the WUI—on how to best prepare themselves and their properties against fire threats (International Association of Fire Chiefs 2021).

The tenets of Ready, Set, Go! as included on the website (http://www.wildlandfirersg.org) are:

> **Ready –** Take personal responsibility and prepare long before the threat of a wildland fire so your home is ready in case of a fire. Create defensible space by clearing brush away from your home. Use fire-resistant landscaping and harden your home with fire-safe construction measures. Assemble emergency supplies and belongings in a safe place. Plan escape routes and ensure all those residing within the home know the plan of action.
>
> **Set –** Pack your emergency items. Stay aware of the latest news and information on the fire from local media, your local fire department, and public safety.
>
> **Go –** Follow your personal wildland fire action plan. Doing so will not only support your safety but will allow firefighters to best maneuver resources to combat the fire.

National Fire Protection Association

The NFPA is a global non-profit organization devoted to eliminating death, injury, property, and economic loss due to fire, electrical, and related hazards. Its 300 codes and standards are designed to minimize the risk and effects of fire by establishing criteria for building, processing, design, service, and installation around the world.

The NFPA develops easy-to-use educational programs, tools, and resources for all ages and audiences, including Fire Prevention Week, an annual campaign that addresses a specific fire safety theme. The NFPA's Firewise Communities program (www.firewise.org) encourages local solutions for wildfire safety by involving homeowners, community leaders, planners, developers, firefighters, and others in the effort to protect people and property from wildfire risks.

The NFPA is a premier resource for fire data analysis, research, and analysis. The Fire Analysis and Research division conducts investigations of fire incidents and produces a wide range of annual reports and special studies on all aspects of the nation's fire problem.

National Interagency Fire Center

The National Interagency Fire Center (NIFC) provides a wide array of fire resources and services. The National Interagency Coordination Center offers communication assistance to over 32,000 firefighters and 50 major events at one given time (NIFC 2021c). The Predictive Services group provides decision support information to be more proactive in anticipating significant fire activity and determining resource allocation needs, based on current fire danger, climate, and forecasted weather. The Predictive Services group uses weather data from over 2,000 remote automated weather stations to assist in their analysis and predictions. The National Wildfire Coordinating Group, which is nested under the NIFC, provides operational coordination to federal, state, local, tribal, and territorial partners (NIFC

2021c). The NIFC also has a training branch where training curriculums are developed to be used across the nation. For those too young to participate in the standard trainings, the NIFC offers FireWorks, an educational program designed for kids K-12. The program teaches children topics such as wildland fire science, ecosystem fluctuations, human interaction on the environment, and other environmental science topics (NIFC 2021d). The NIFC also provides public education resources (NIFC 2021e):

- Wildfire Readiness – Home
- Wildfire Readiness – Business
- Wildfire Readiness – Farm and Ranch
- Weekend Wildfire Preparedness
- What to Do if a Wildfire is Approaching
- Wildfire Risk – Community
- Prepare and Protect Your Home
- Prepare Your Community
- One Less Spark, One Less Wildfire
- Only You Can Prevent Wildfires

U.S. Fire Administration's WUI Toolkit

The U.S. Fire Administration (USFA) is an entity of the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) that aids in the preparation for and response to fire. Their WUI toolkit consists of a list of websites and other information regarding risk assessments, public outreach, and community training. Find the toolkit here: https://www.usfa.fema.gov/wui/.

Wildfire Research Center (WiRē)

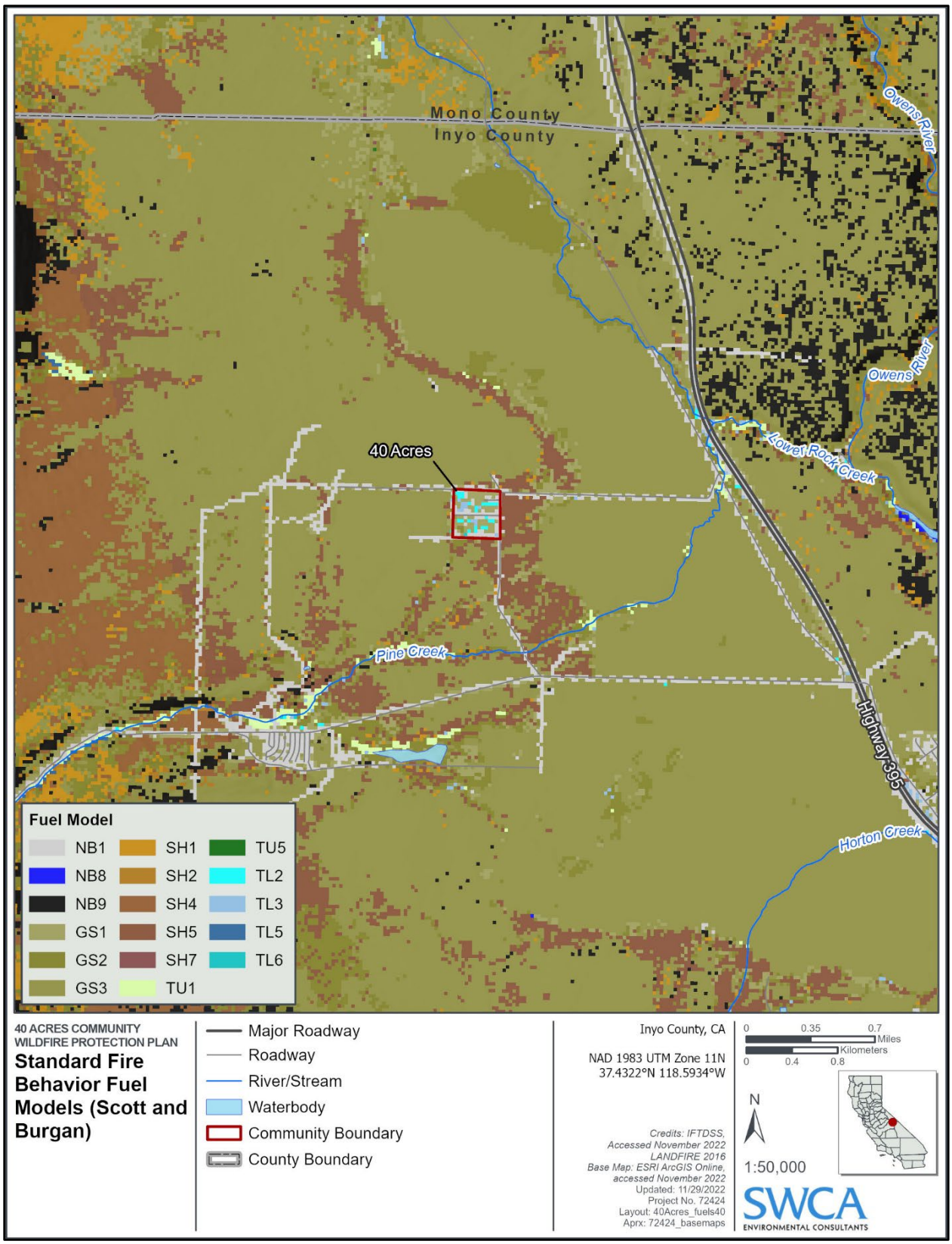
Wildfire Research Center (WiRē) is a non-profit organization that works with local wildfire services to achieve community-tailored pathways which reduce risk to wildfire while simultaneously promoting pathways to fire adaptation. WiRē's mission states that fire adaptation is "about living with fire", while "creating safe and resilient communities that reduce wildfire risk on their properties before a fire, and supporting effective response when fires threaten a community." WiRē states that wildfire is an integral component of many ecosystems, and that fire must be allowed, when safe, as to ensure the health of forests. Core to WiRē's approach are four main concepts: 1) residents are critical actors in the WUI wildfire problem, 2) action is central to adaptation, 3) people and their decisions are complex, and 4) decisions are not made in a vacuum. To achieve its goals and serve communities, WiRē will typically conduct a "rapid wildfire risk assessment," which assesses what contributes to wildfire risk, such as, building materials, vegetation near homes, background fuels, local topography, and access to emergency fire services. Additionally, they also conduct "social surveys", which assess residents' perceptions about wildfire, wildfire risk, risk mitigation behavior, and assess their willingness towards taking action to reduce wildfire risk.

For more information, please visit https://wildfireresearchcenter.org/.

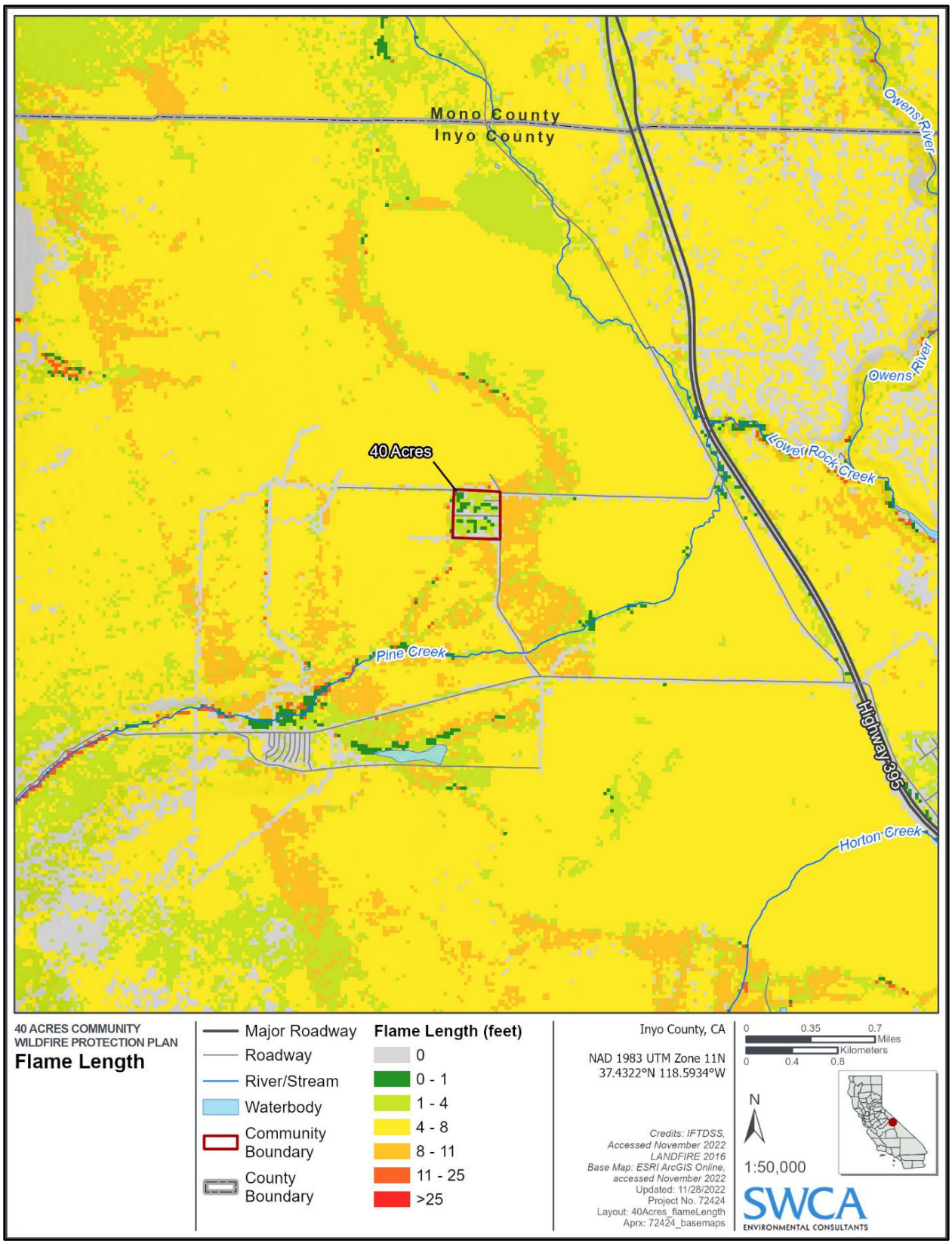
APPENDIX C:

Additional Mapping

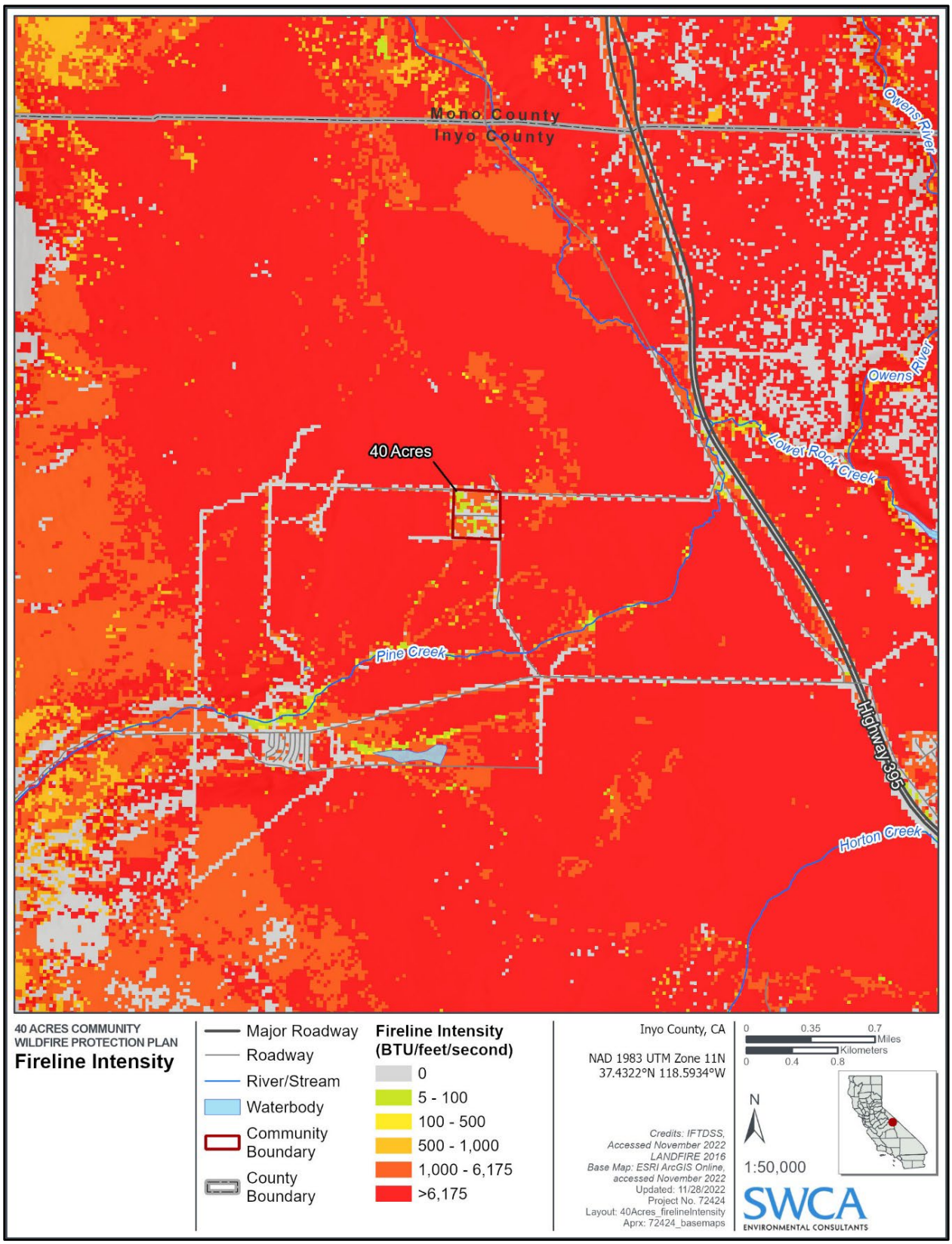
This page intentionally left blank.



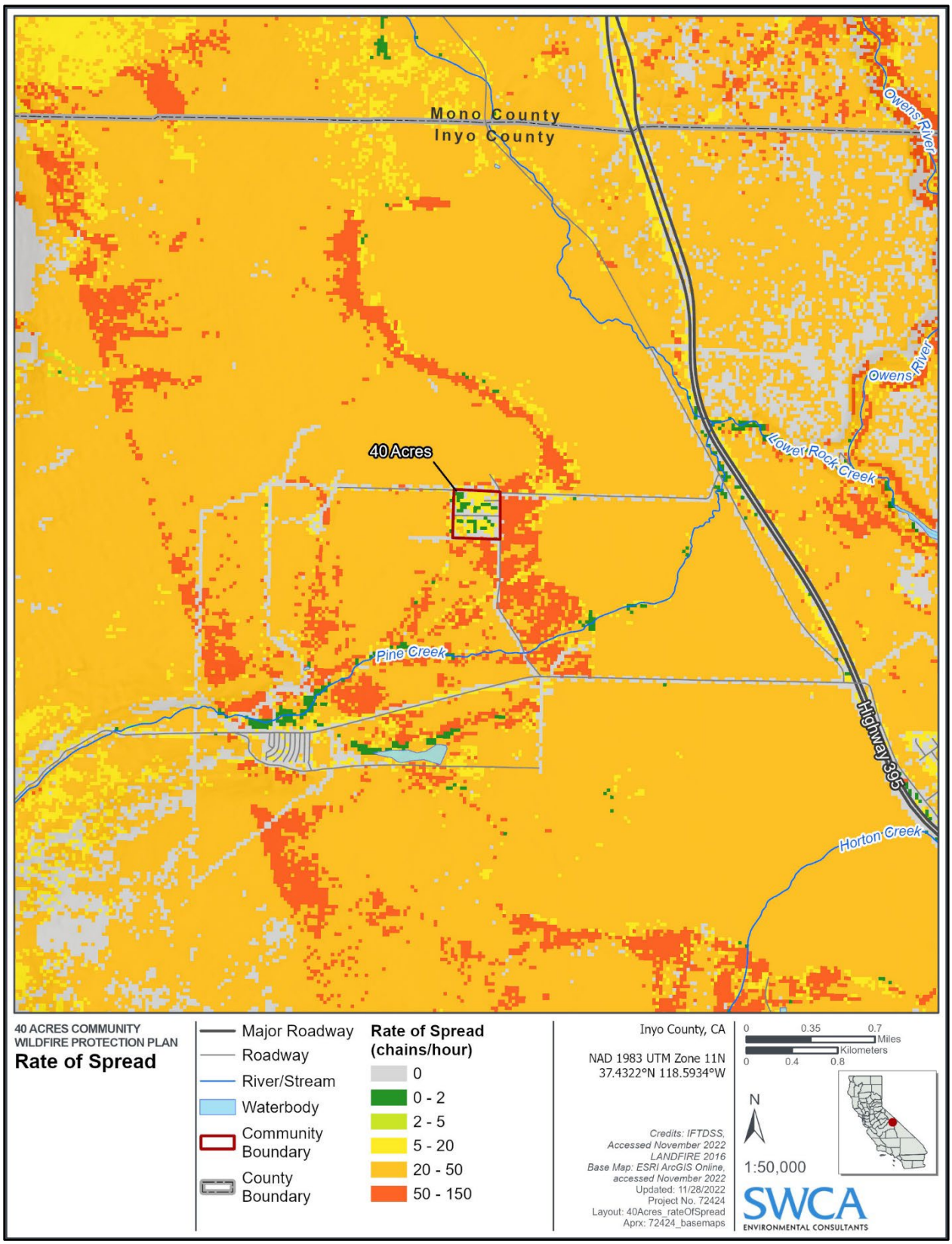
Map C.1. Scott and Burgan 40 Fire Behavior Fuel Models.



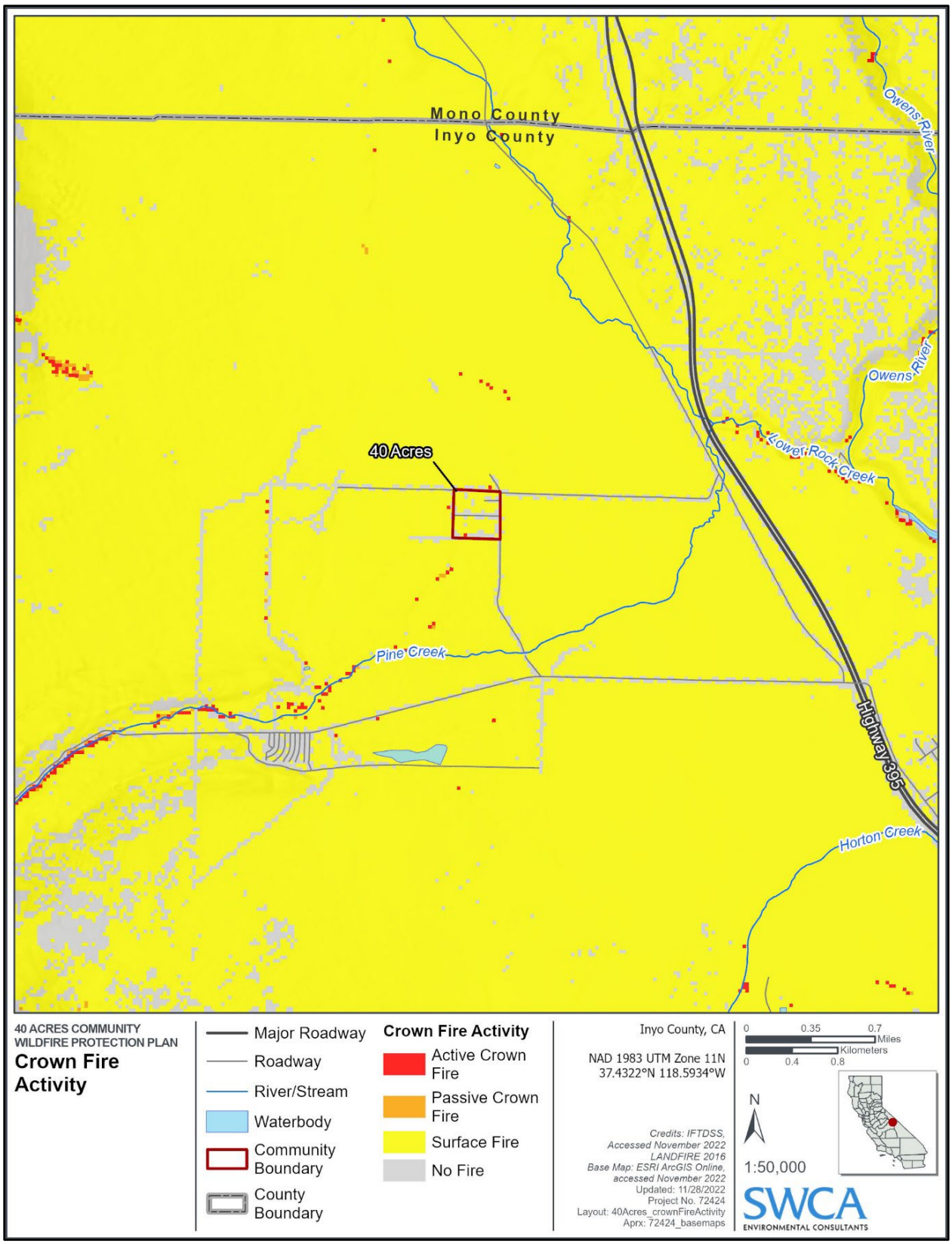
Map C.2. Risk-Hazard Assessment inputs: flame length.



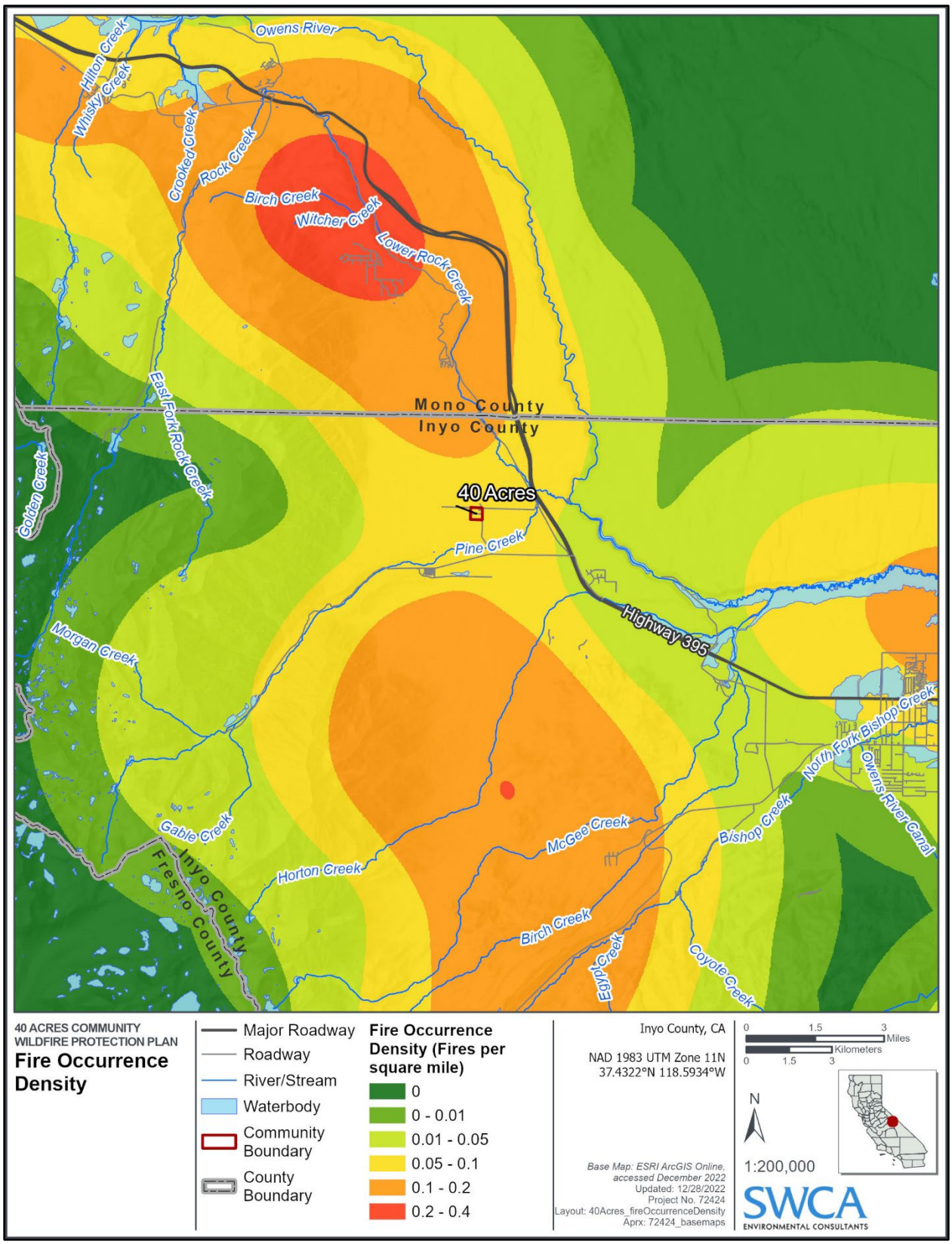
Map C.3. Risk-Hazard Assessment inputs: fireline intensity.



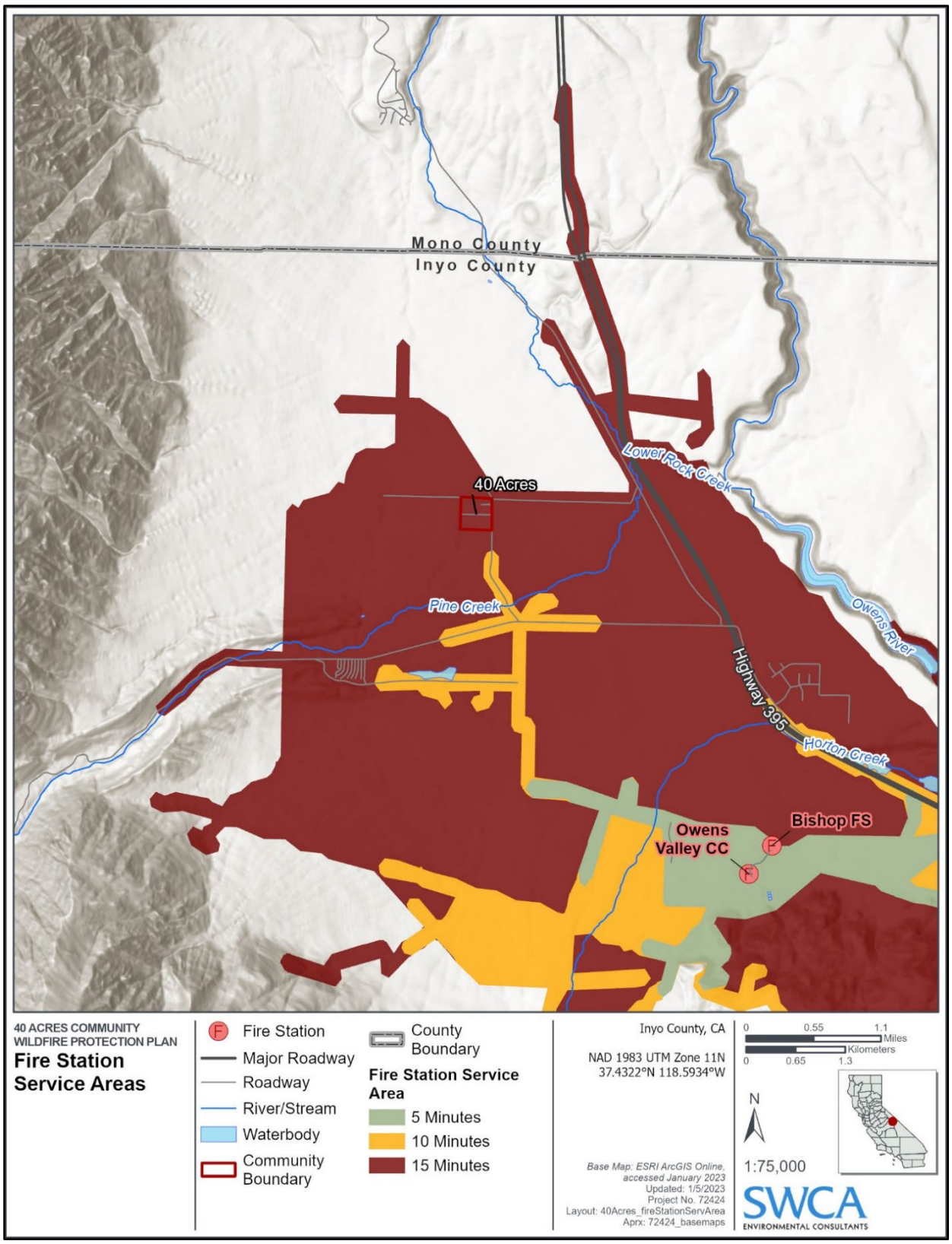
Map C.4. Risk-Hazard Assessment inputs: rate of spread.



Map C.5. Risk-Hazard Assessment inputs: crown fire activity.

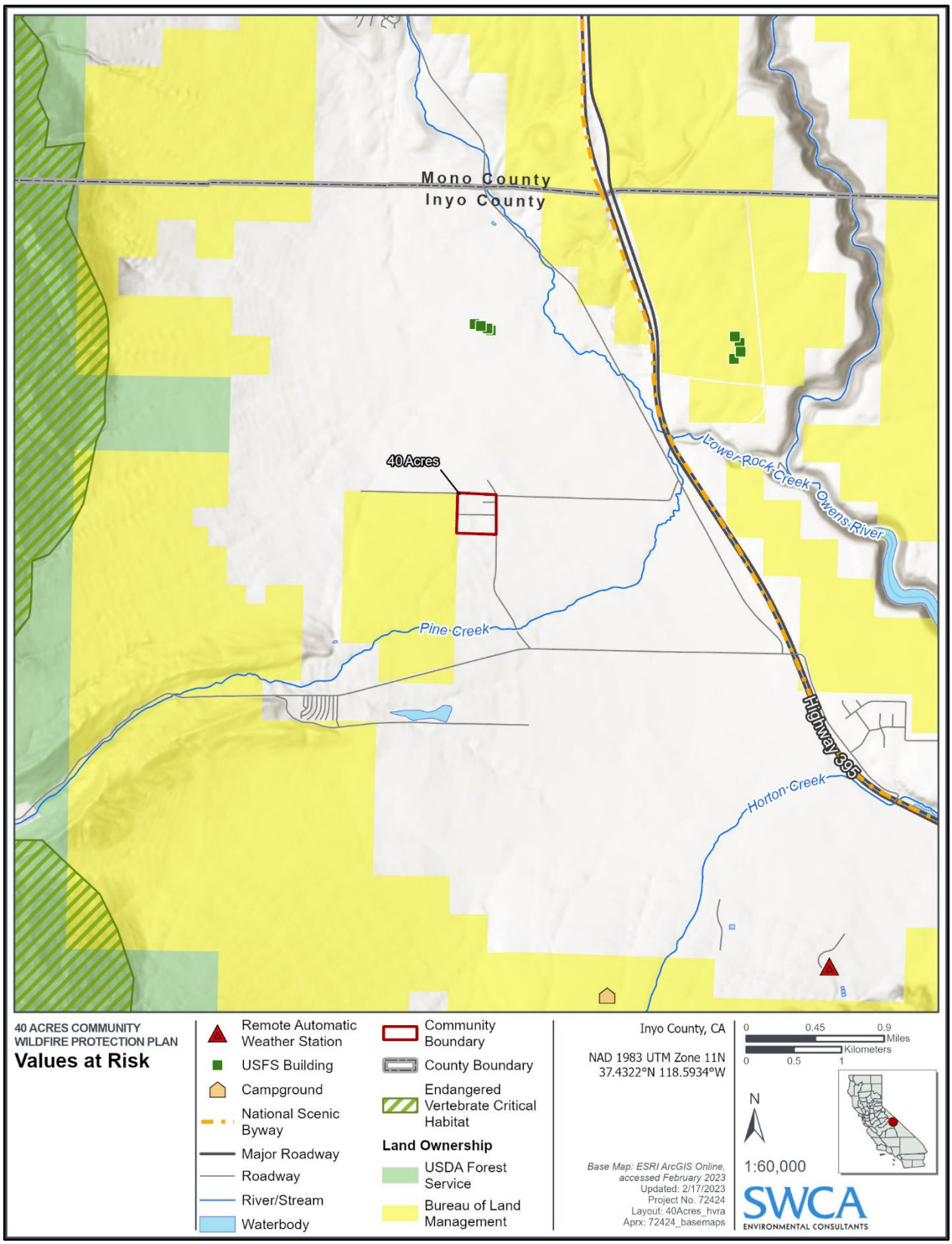


Map C.6. Risk-Hazard Assessment inputs: fire occurrence density.

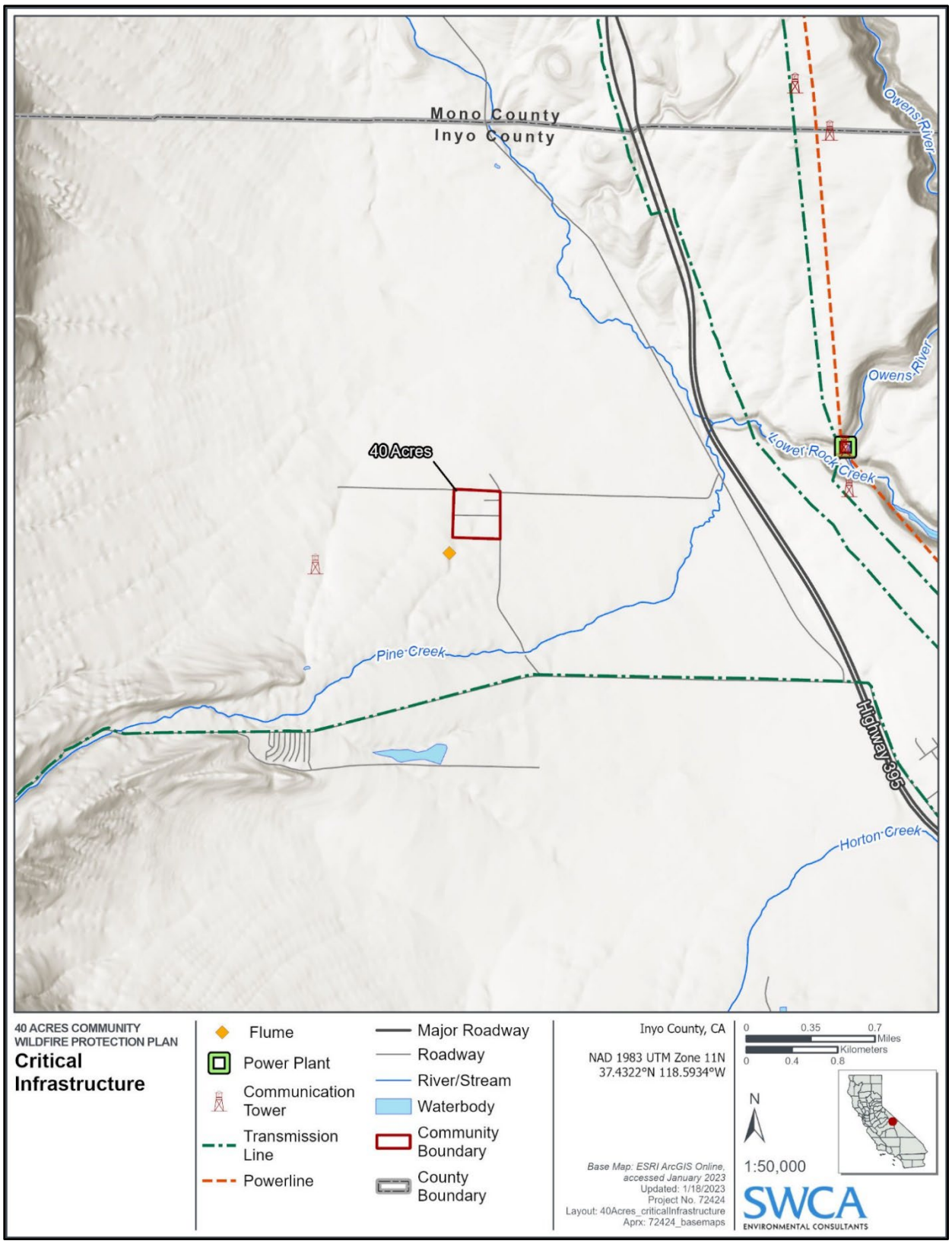


Map C.7. Risk-Hazard Assessment inputs: fire station service areas.

Note: The fire response drive times were calculated when N Round Valley Road was closed. Response times to 40 Acres will decrease once N Round Valley Road opens.

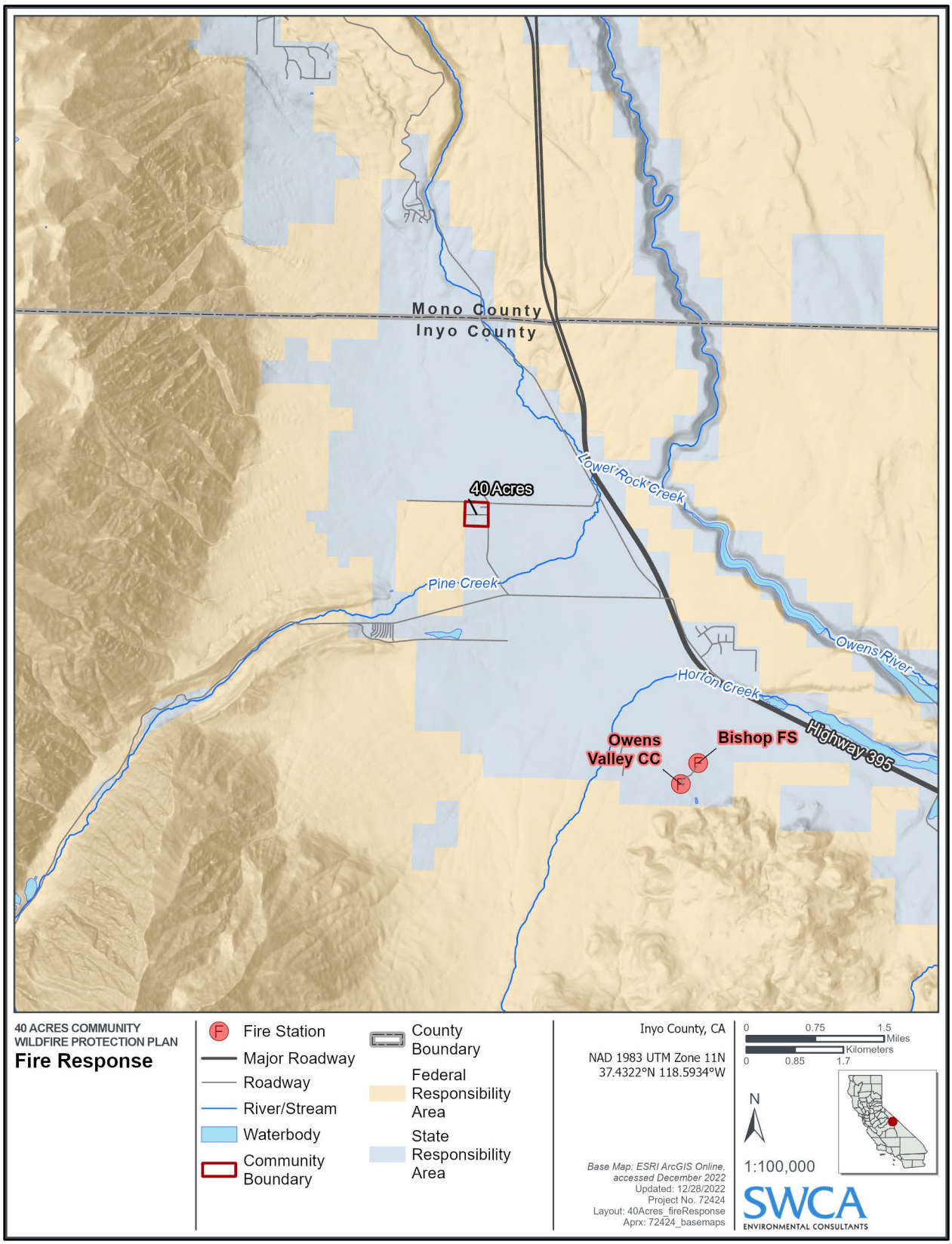


Map C.8. Values at risk.



Map C.9. Critical infrastructure.

Note: critical infrastructure such as irrigation ditches and pipes and water tanks within 40 Acres can be viewed at a closer scale in Figure B.5 in Appendix B.



Map C.10. Fire responsibility areas and fire stations.

APPENDIX D:

Community and Parcel Risk-Hazard Assessments for WUI Communities

This page intentionally left blank.

40 ACRES

COMMUNITY ASSESSMENT SUMMARY

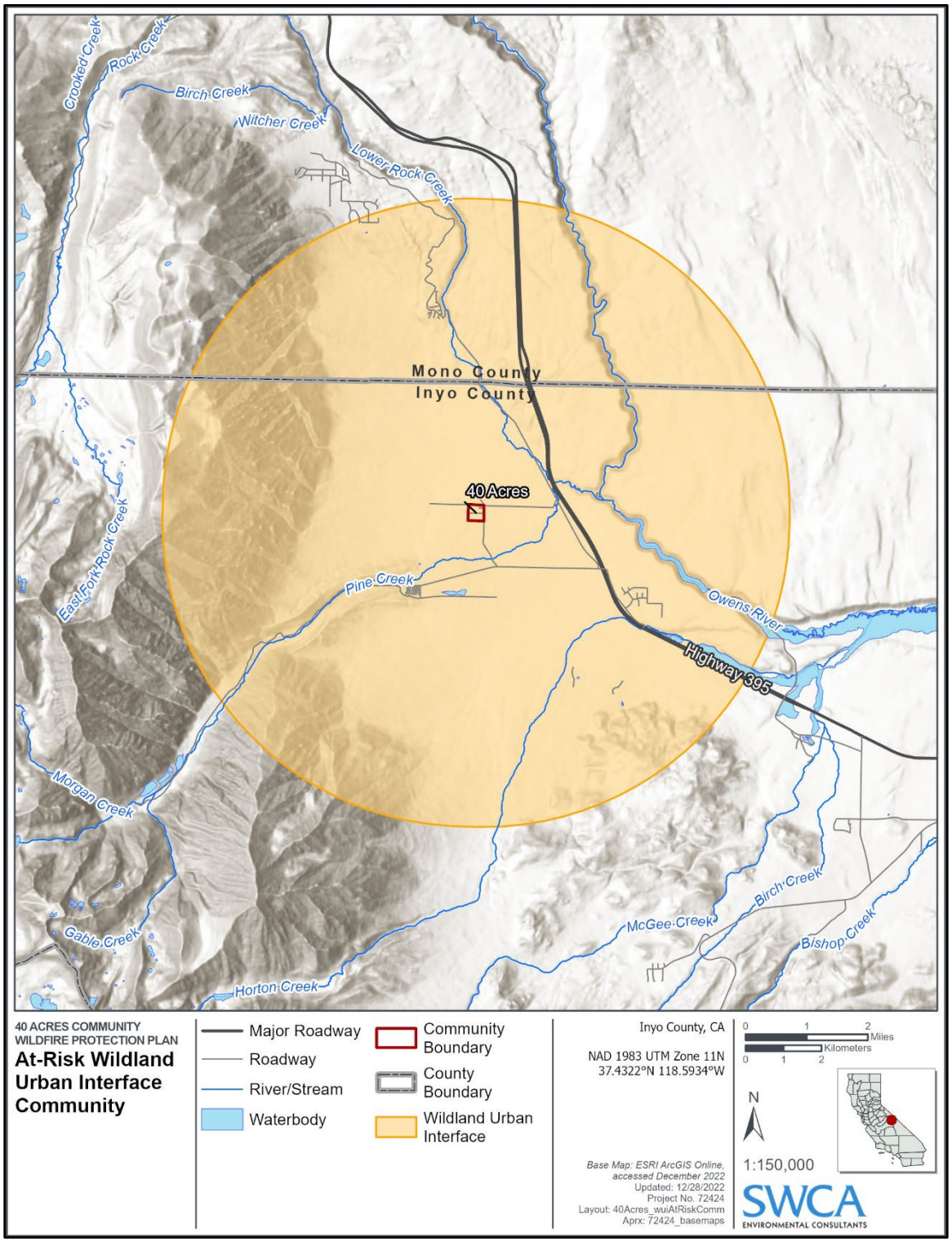


Figure D.1. 40 Acres community boundary and WUI.

40 ACRES COMMUNITY-LEVEL ASSESSMENT SUMMARY

40 ACRES SUMMARY STATISTICS

Community Polygon Background		
Community Polygon Name: 40 Acres	**Total Score:** 87 (high)	**Land Area (acres):** 43

Percent of Community by Modeled/Calculated Wildfire Risk Inputs
Drive Time from Fire Station
0-5 (min): 0%
5-10 (min): 0%
10-15 (min): 100%*
15+ (min): 0%

* Note – when Round Valley Road opens, the driving time from the fire station will be minimized to 0-5 minutes.

Fire Department Statistics:

Fire Department: CAL FIRE Bishop Forestry Fire Station

Fulltime Firefighters: 2 | On-call Firefighters: 6 | Volunteer Firefighters: --

Water Tender: --

		Wildland Engines	
Type 1: --	Total Number:	4WD/AWD:	Brush Breaker:
Type 2: --	Type 3: 1	1	--
Type 3: --	Type 4: --	--	--
Structure Engines:	Type 5: --	--	--
Type 1: --	Type 6: --	--	--
Type 2: --	Type 7: --	--	--

Port-A-Tanks: --

Portable Pumps: --

Primary water source: hydrant

1144 Survey Summary Highlights

Positive Attributes (Low Scores)

- 2 or more roads in and out of community
- Surfaced roads with < 5% grade
- Street signs present and reflective
- Low angle slopes around structures, decks, and fences
- Good water source (3 water tanks)

Negative Attributes (High Scores)

- Narrow roads < 20 ft in width
- < 30 ft of defensible space for most structures
- Fire access is < 300 ft with no turnaround
- Hazardous topographic features
- History of high fire occurrence
- Potential for severe fire weather
- Little separation of adjacent structures
- Combustible house siding
- Predominantly combustible roofing material
- Predominantly combustible deck and fence material
- > 5 mi from a fire station
- Gas and electric utilities are above ground
- Grass Shrub (GS) is primary predominant vegetation
- Significant dead and dying fuels within community and adjacent areas/ditches

Suggested Mitigation Focus Area

Areas of Concern:

- North, east, and south sides have high grass-shrub loading
- North and east sides have heavy riparian fuels with some dead and downed logs along ditches
- Southwest corner has a heavy riparian fuel bed leading into the community from the wildlands

Fire Department Concerns:

- Ingress and egress
  - Ocean View Rd with no outlet
  - Potential bottlenecks with fire response vehicles going in and residents going out
  - Round Valley Rd is currently closed, causing longer response times
- Lack of defensible space in the community
  - Improper propane tank and woodpile clearance
- Compliance with evacuation orders
- Trees and/or branches leaning on power poles and lines



Figure D.2. 40 Acres.

40 ACRES
PARCEL-LEVEL ASSESSMENT SUMMARIES

In addition to the overall community assessment, SWCA conducted parcel-level assessments for 40 Acres (Figure D.3). Several homeowners invited SWCA to walk around their properties to get a more thorough assessment. These homeowners also gave SWCA permission to include assessments of their properties in the CWPP. The parcels were assessed with the NFPA 1144 form, and each section in the form was given a rating. However, since the community is compact and relatively homogeneous throughout, many of the features—such as road width, road grade, fire access, street signs, topography, fire history, and distance from fire station—received the same rating. To reduce repetition, only those features that are unique to each parcel are presented here.

In general, for those parcels that SWCA did not enter the premises, the parcels exhibited limited defensible space, combustible construction materials (siding, decks, fences, and roofs), and improper placement of woodpiles and propane tanks. On the other hand, several of the parcels that SWCA was invited to assess had relatively good defensible space, more integration of fire-resistant materials (siding, roofs, decks, and fences), and better placement of woodpiles and propane tanks. Moreover, the owners of these properties were proactive in fire risk reduction in and around their properties.



Figure D.3. Parcels within 40 Acres.

120 OCEAN VIEW RD ASSESSMENT SUMMARY

Property assessed:	120 Ocean View Rd & 118* Ocean View Rd
Total score:	51 (Moderate)
Defensible space:	• Good defensible space around property • Tree branches around the back are touching the house
Roofing materials:	• Fire-resistive roofing materials
Building construction:	• Mostly fire-resistive materials; could use finer mesh screens and vent covers
Deck and fencing:	• Wooden fencing • Deck is made of Trex • Wood piles underneath deck
Adjacent structures:	• Good separation between structures
Water source:	• Underground tank with 2-inch hose • Ditch that runs through property • Pond
Vegetation:	• Some trees on the property; maintained yard and lawn; some ornamentals • There is mulch present on the yard to limit shrub growth; vines close to shed; woodpiles next to wooden shed and propane tank; firewood placed next to wooden fence
Placement of gas and electric utilities:	• Both are above ground
Values at risk:	• Residential • Solar panels
Other notes:	• Exposed on the east side to shrubland fuels, but the road acts as a fuel break

*The 120 property was assessed up close and the 118 property (Airbnb) was evaluated from a distance.

SUMMARY OF MITIGATION NEEDS BASED ON FIELD ASSESSMENTS

- Install finer mesh screens and vent covers
- Remove woodpiles from underneath decks and away from wooden fences/sheds and propane tanks
- Install gutter shields to limit buildup of leaf litter
- Remove vines that are encroaching on structures
- Reduce tree to structure contact by trimming back branches that are in contact
- Continue implementation of defensible space



Figure D.4. 118 and 120 Ocean View Rd properties. The structures have good defensible space and are accessible from Ocean View Rd and Round Valley Rd. The blue boundary is the parcel boundary.

Source: Google Earth. Acquisition date: 09/2019.

1441 BIRCHIM LANE ASSESSMENT SUMMARY

Property assessed:	1441 Birchim Lane
Total score:	89 (High)
Defensible space:	• Limited defensible space around property
Roofing materials:	• Non-combustible roofing materials
Building construction:	• Combustible siding materials
Deck and fencing:	• Wooden fence is far from property
Adjacent structures:	• Generally good separation of structures, but some structures are close to each other
Water source:	• Ditch and pond
Vegetation:	• Mostly trees
Placement of gas and electric utilities:	• Both are above ground
Values at risk:	• Residential
Other notes:	• Propane tank is close to the home • Adjacent property has a big wood pile and dead branches on the fence

SUMMARY OF MITIGATION NEEDS BASED ON FIELD ASSESSMENTS

- Continue to implement defensible space standards around all the structures
  - Keep combustible materials to a safe distance from the home (more than 30 feet)
- Continue to do fuel reductions around the property
- Work with 40 Acres FSC to explore options to work with the neighbor to relocate combustible materials
- Investigate options to harden the home and other structures



Figure D.5. 1441 Birchim Lane property. This image was taken prior to the defensible space work that had recently been conducted. Our field assessment on 10/29/2022 noted improvements in defensible space. The property is accessible only via a single-lane road that connects to Birchim Lane. The blue boundary is the parcel boundary.

Source: Google Earth. Acquisition date: 09/2019.

160 OCEAN VIEW RD ASSESSMENT SUMMARY

Property assessed:	160 Ocean View Rd
Total score:	80 (High)
Defensible space:	• Good defensible space
Roofing materials:	• Fire-resistive roofing materials
Building construction:	• Mostly combustible (3-4 sides with wood)
Deck and fencing:	• Non-combustible deck and fence
Adjacent structures:	• Separation between structures is generally good
Water source:	• Ditch
Vegetation:	• Trees, lawn, ornamental, conifers, sparse shrubs
Placement of gas and electric utilities:	• Both above ground
Values at risk:	• Residential
Other notes:	• Potential for soffit ember intrusion • Firewood is away from the house and has a metal covering

SUMMARY OF MITIGATION NEEDS BASED ON FIELD ASSESSMENTS

- Continue implementation of defensible space
- Continue with structural hardening efforts



Figure D.6. 160 Ocean View Rd property. Structures have good defensible space, and Ocean View Rd is the only point of access to the property. The blue boundary is the parcel boundary.

Source: Google Earth. Acquisition date: 09/2019.

180 OCEAN VIEW RD ASSESSMENT SUMMARY

Property assessed:	180 Ocean View Rd
Total score:	79 (High)
Defensible space:	• Good defensible space
Roofing materials:	• Fire-resistive roofing materials
Building construction:	• Mostly combustible materials
Deck and fencing:	• Non-combustible deck and fence
Adjacent structures:	• Separation between structures is generally good
Water source:	• Ponds, ditch
Vegetations:	• Trees, lawn, ornamental, conifers, sparse shrubs
Placement of gas and electric utilities:	• Both above ground
Values at risk:	• Residential
Other notes:	• Good separation from propane tanks • The bottom siding of house is concrete • Woodpiles are well maintained and separated from the house • Good water flow on ditch outside of property

SUMMARY OF MITIGATION NEEDS BASED ON FIELD ASSESSMENTS

- Continue implementation of defensible space
- Continue with structural hardening efforts



Figure D.7. 180 Ocean View Rd property. Structures have good defensible space. Ocean View Rd is the only point of access to the property. The blue boundary is the parcel boundary.

Source: Google Earth. Acquisition date: 09/2019.

220 OCEAN VIEW RD ASSESSMENT SUMMARY

Property assessed:	220 Ocean View Rd
Total score:	84 (High)
Defensible space:	• Defensible space is fair, some branches in contact with the roof
Roofing materials:	• Fire-resistive roofing materials
Building construction:	• Combustible siding materials
Deck and fencing:	• Combustible deck and fence
Adjacent structures:	• Structures are close to each other
Water source:	• Pond, ditch
Vegetation:	• Lawn with trees • Overhanging tree from adjacent property
Placement of gas and electric utilities:	• Both above ground
Values at risk:	• Residential
Other notes:	• Woodpile on porch

SUMMARY OF MITIGATION NEEDS BASED ON FIELD ASSESSMENTS

- Continue to maintain defensible space
  - Relocate woodpiles to a safe distance (more than 30 feet) from the home
- Investigate opportunities to harden the home
  - Upgrade siding materials
  - Upgrade deck and fence materials



Figure D.8. 220 Ocean View Rd property. Defensible space is fair, although some branches are in contact with the roof. The property is located just before the dead-end road comes to an end. The blue boundary is the parcel boundary.

Source: Google Earth. Acquisition date: 09/2019.

33 OCEAN VIEW RD ASSESSMENT SUMMARY

Property assessed:	33 Ocean View Rd
Total score:	73 (High)
Defensible space:	• Good defensible space
Roofing materials:	• Fire resistive roofing materials
Building construction:	• Combustible siding materials
Deck and fencing:	• Non-combustible deck and fencing materials
Adjacent structures:	• Adjacent structures have relatively good separation
Water source:	• Ditch
Vegetation notes:	• Trees and lawn
Placement of gas and electric utilities:	• Both above ground
Values at risk:	• Residential
Other notes:	--

SUMMARY OF MITIGATION NEEDS BASED ON FIELD ASSESSMENTS

- Continue maintenance of defensible space
- Explore opportunities to harden the home (siding materials)



Figure D.9. 33 Ocean View property. Structures have good defensible space. The property is accessible from Ocean View Rd and is very close to Round Valley Rd. The blue boundary is the parcel boundary.

Source: Google Earth. Acquisition date: 09/2019.

53 OCEAN VIEW RD ASSESSMENT SUMMARY

Property assessed:	53 Ocean View Rd
Total score:	108 (High)
Defensible space:	• Poor defensible space
Roofing materials:	• Fire-resistive roofing materials
Building construction:	• Combustible siding materials
Deck and fencing:	• Combustible deck and fencing materials
Adjacent structures:	• Structures are close to each other
Water source:	• Ditch
Vegetation:	• Trees and thick stands of ornamental vegetation
Placement of gas and electric utilities:	• Both above ground
Values at risk:	• Residential
Notes:	• --

SUMMARY OF MITIGATION NEEDS BASED ON FIELD ASSESSMENTS

- Implement defensible space standards around all the structures
- Investigate opportunities to harden the home
  - Upgrade siding materials
  - Upgrade deck and fence materials



Figure D.10. 53 Ocean View Rd property. Structures have poor defensible space, with some branches resting on the roof. Wooden deck and fence in the southwest corner are connected to vegetation. The property is accessible only via Ocean View Rd. The blue boundary is the parcel boundary.

Source: Google Earth. Acquisition date: 09/2019.

148 OCEAN VIEW RD ASSESSMENT SUMMARY

Property assessed:	148 Ocean View Rd
Total score:	84 (High)
Defensible space:	• Limited defensible space • Woodpiles adjacent to house
Roofing materials:	• Fire-resistive roofing materials
Building construction:	• Fire-resistive siding materials: stucco mixed with wood
Deck and fencing:	• Combustible deck and fencing materials
Adjacent structures:	• Structures are close to each other
Water source:	• Ditch, pond, and water tank
Vegetation:	• Tall trees and lawn
Placement of gas and electric utilities:	• Both above ground
Values at risk:	• Residential • Livestock
Notes:	• Garage is made of cinder blocks

SUMMARY OF MITIGATION NEEDS BASED ON FIELD ASSESSMENTS

- Implement defensible space standards around all the structures
  - Relocate woodpiles to a safe distance (more than 30 feet) from the home
- Investigate opportunities to harden the home
  - Upgrade siding materials (wood portion)
  - Upgrade deck and fence materials



Figure D.11. 148 Ocean View Rd property. Structures have limited defensible space, with some branches contacting roofs. The property is accessible only via Ocean View Rd. The blue boundary is the parcel boundary.

Source: Google Earth. Acquisition date: 09/2019.

137 OCEAN VIEW RD ASSESSMENT SUMMARY

Property assessed:	137 Ocean View Rd
Total score:	78 (High)
Defensible space:	• Defensible space is fair, some branches in contact with the roof and siding
Roofing materials:	• Fire-resistive roofing materials
Building construction:	• Fire-resistive siding materials
Deck and fencing:	• Non-combustible deck and fence
Adjacent structures:	• Structures are close to each other
Water source:	• Tank
Vegetation:	• Trees and grass
Placement of gas and electric utilities:	• Both above ground
Values at risk:	• Residential
Other notes:	--

SUMMARY OF MITIGATION NEEDS BASED ON FIELD ASSESSMENTS

- Continue to implement defensible space standards around all the structures
  - Relocate woodpiles and other objects to a safe distance (more than 30 feet) from the home. If 30 feet is not possible for woodpiles, consider installing a fire-resistant barrier.
  - Keep branches 10 feet away from the roof



Figure D.12. 137 Ocean View Rd property. Defensible space is fair, although some branches are in contact with the roof and siding. A water tank on the property is accessible via the driveway on the west side. The property is accessible only via Ocean View Rd. The blue boundary is the parcel boundary.

Source: Google Earth. Acquisition date: 09/2019.

150 HARDY RD ASSESSMENT SUMMARY

Property assessed:	150 Hardy Rd
Total score:	83 (High)
Defensible space:	• Defensible space is limited • Large trees are very close to the home; tree crown is touching the roof • Propane tank is close to the home
Roofing materials:	• Fire-resistive roofing materials
Building construction:	• Combustible siding materials
Deck and fencing:	• Combustible deck and fence materials (fence has mixed materials: wood and metal)
Adjacent structures:	• Structures within the property have good separation
Water source:	• Ditch and pond
Vegetation:	• Trees and grass; grass is well maintained • Exposed to shrubland fuels across Hardy Rd
Placement of gas and electric utilities:	• Both above ground
Values at risk:	• Residential
Other notes:	--

SUMMARY OF MITIGATION NEEDS BASED ON FIELD ASSESSMENTS

- Continue to implement defensible space standards around all the structures
  - Keep branches and tree crowns 10 feet away from the roof
  - Work with the 40 Acres FSC to explore opportunities to remove trees that are too close to the home
- Investigate opportunities to harden the home
  - Upgrade siding materials
  - Upgrade deck and fence materials



Figure D.13. 150 Hardy Rd property. Defensible space is limited, with large trees in contact with the home. The property is accessible only via Hardy Rd, a relatively wide and paved road. The blue boundary is the parcel boundary.

Source: Google Earth. Acquisition date: 09/2019.

This page intentionally left blank.

APPENDIX E:

NFPA 1144 Assessment Forms

This page intentionally left blank.

1144 NATIONAL FIRE PROTECTION ASSOCIATION ASSESSMENT FORM

SWCA – 1144 Assessment		
Community		**Notes:**
Surveyor		
Survey Date/Time		
Means of Access		
Ingress and Egress		
2 or more roads in and out score | 0		
1 road in and out | 7		
Road Width		
> 24 ft | 0		
> 20 ft < 24 ft | 2		
< 20 ft | 4		
Road Conditions		
Surfaced road, grade < 5% | 0		
Surfaced road, grade > 5% | 2		
Non-surfaced road, grade < 5% | 2		
Non-surfaced road, grade > 5% | 5		
Other than all season | 7		
Fire Access		
< 300 ft with turnaround | 0		
> 300 ft with turnaround | 2		
< 300 ft with no turnaround | 4		
> 300 ft with no turnaround | 5		
Street Signs		
Present – reflective | 0		
Present – non-reflective | 2		
Not present | 5		
Notes:		
Vegetation (Fuel Models)		
Predominant Vegetation		
Primary Predominant Vegetation		
Non-Burnable (NB) Score | 2		
Grass (GR) Score | 5		
Grass-Shrub (GS) Score | 10		
Shrub (SH) Score | 15		
Timber-Understory (TU) Score | 20		

Timber-Litter (TL) Score | 25	
Slash-Blow (TU) Score | 30	
Notes:	
Defensible Space	
> 100 ft around structure | 1	
> 70 ft < 100 ft around structure | 3	
> 30 ft < 70 ft around structure | 10	
< 30 ft around structure | 25	
Topography Within 300 ft of Structures	
Slope	
< 9% | 1	
10% to 20% | 4	
21% to 30% | 7	
31% to 40% | 8	
>41% | 10	
Additional Rating Factors (rate all that apply)	
Topographic features | 1-5	
History of high fire occurrence | 1-5	
Severe fire weather potential | 1-5	
Separation of adjacent structures | 1-5	
Notes:	
Roofing Assembly	
Roofing	
Class A - metal roof, clay/concrete tiles, slate, asphalt shingles | 0	
Class B - pressure treated composite shakes and shingles | 3	
Class C - untreated wood shingle, plywood, particle board | 15	
Unrated - Extremely poor roofing conditions | 25	
Notes:	
Building Construction	
Siding Materials (predominant)	
Non-combustible (brick/concrete) | 5	
Fire Resistive (stucco/adobe) | 10	
Combustible (wood or vinyl) | 12	
Deck and fencing (predominant)	
No deck or fence/non-combustible | 0	
Combustible deck and fence | 5	

Building Set-Back	
> 30 ft to slope | 1	
< 30 ft to slope | 5	
Notes:	
Available Fire Protection	
Water Sources	
Water Source? | yes/no	
Water Source Type | hydrant, water tank, other	
Other Water Source	
Water Source Score | Hydrant = 1 Water Tank = 3	
Organized Response	
Station < 5 mi from community | 1	
Station > 5 mi from community | 3	
Notes:	
Placement of Gas and Electric Utilities	
Both underground | 0	
One above, one below | 3	
Both above ground | 5	
Values at Risk Observations	
Forest Health Observations	
Land Use Observations	
Misc Observations	
Total	

Hazard Rating Scale	**<40 Low**	**>40 Moderate**	**>70 High**	**>112 Extreme**

This page intentionally left blank.

APPENDIX F:

Funding Sources

This page intentionally left blank.

FUNDING SOURCES

The following section provides information on federal, state, and private funding opportunities for conducting wildfire mitigation projects.

FEDERAL FUNDING INFORMATION

Source: **2022 Infrastructure Investments and Jobs Act**

Agency: **Multiple**

Website: https://www.congress.gov/bill/117th-congress/house-bill/3684

Description: The Infrastructure Investments and Jobs act allocated funding through various departments for infrastructure projects including, but not limited to roads, bridges, and major projects; passenger and freight rail; highway and pedestrian safety; public transit; broadband; ports and waterways; airports; water infrastructure; power and grid reliability and resiliency; resiliency, including funding for coastal resiliency, ecosystem restoration, and weatherization; clean school buses and ferries; electric vehicle charging; addressing legacy pollution by cleaning up Brownfield and Superfund sites and reclaiming abandoned mines; and Western Water Infrastructure.

Specifically, the Community Wildfire Defense Grant Program is a $1 billion program where the Department of Agriculture will provide grants to communities at risk from wildfire to develop or revise their community wildfire protection plans and carry out projects described within those plans. It will include a mix of formula and competitive funds. Applications are expected to open early in 2023.

Section 40803 addresses wildfire risk reduction, section 40804 deals with ecosystem restoration, section 40806 handles the establishment of fuel breaks in forests and other wildland vegetation, and section 70302 addresses reforestation. To learn more about the Act, please see guidebook located here https://www.whitehouse.gov/wp-content/uploads/2022/01/BUILDING-A-BETTER-AMERICA_FINAL.pdf?msclkid=48f8f465b51911ec85e010228d808d4d.

Source: **Access to Ancestral Lands Grant Opportunity (AALG)**

Agency: First Nations Development Institute

Website: https://www.firstnations.org/

Description: For more than 41 years, First Nations Development Institute (First Nations), a Native-led 501(c)(3) nonprofit organization, has worked to strengthen American Indian economies to support healthy Native communities by investing in and creating innovative institutions and models that strengthen asset control and support economic development for American Indian people and their communities. First Nations began its national grantmaking program in 1993. Through mid-year 2021, First Nations has successfully managed 2,276 grants totaling more than $46 million to tribal and community institutions across Indian Country. The California Tribal Fund was created to support California-based, California-Native-led nonprofits and tribal programs in controlling and protecting their food systems, water, languages, traditional ecological knowledge, and land. Currently, the fund is operated as a project of First Nations Development Institute. You can find more information on the AALG here: https://www.firstnations.org/rfps/california-tribal-fund-access-to-ancestral-lands-grant-opportunity/

Source: **Building Resilient Infrastructure and Communities (BRIC) Grant Program**

Agency: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)

Website: https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities

Description: BRIC supports states, local communities, tribes, and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. The BRIC program guiding principles are supporting communities through capability- and capacity-building; encouraging and enabling innovation; promoting partnerships; enabling large projects; maintaining flexibility; and providing consistency. You can find more information on the BRIC program here: https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities

Source: **Hazard Mitigation Grant Program (HMGP)**

Agency: FEMA

Website: https://www.fema.gov/grants/mitigation/hazard-mitigation

Description: The HMGP provides funding to state, local, tribal, or territorial governments (and individuals or businesses if the community applies on their behalf) to rebuild with the intentions to mitigate future losses due to potential disasters. This grant program is available after a presidentially declared disaster.

Source: **Hazard Mitigation Grant Program (HMGP) – Post Fire**

Agency: FEMA

Website: https://www.fema.gov/grants/mitigation/post-fire

Description: The HMGP Post Fire grant program provides assistance to communities for the purpose of implementing hazard mitigation measures following a wildfire. Mitigation measures may include:

- Soil stabilization
- Flood diversion
- Reforestation

Source: **Flood Mitigation Assistance (FMA) Grant**

Agency: FEMA

Website: https://www.fema.gov/grants/mitigation/floods

Description: The Flood Mitigation Assistance Program is a competitive grant program that provides funding to states, local communities, federally recognized tribes, and territories. Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program. FEMA chooses recipients based on the applicant's ranking of the project and the eligibility and cost-effectiveness of the project.

Source: **Emergency Management Performance Grant (EMPG)**

Agency: FEMA

Website: https://www.fema.gov/grants/preparedness/emergency-management-performance

Description: The EMPG program provides funding to state, local, tribal, and territorial emergency management agencies with the overall goal of creating a safe and resilient nation. The two main objectives of the program are 1) closing capability gaps that are identified in the state or territory's most recent Stakeholder Preparedness Review (SPR); and 2) building or sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/SPR process and other relevant information sources. The grant recipient and Regional Administrator must come to an agreement on program priorities, which are crafted based on National, State, and regional priorities.

Source: **Fire Management Assistance Grant (FMAG)**

Agency: FEMA

Website: https://www.fema.gov/assistance/public/fire-management-assistance

Description: Fire Management Assistance is available to state, local, and tribal governments for the mitigation, management, and control of fires on publicly or privately owned forests or grasslands, which threaten such destruction as would constitute a major disaster. The Fire Management Assistance declaration process is initiated when a state submits a request for assistance to the FEMA Regional Director at the time a "threat of major disaster" exists. The entire process is accomplished on an expedited basis and a FEMA decision is rendered in a matter of hours. Before a grant can be awarded, a state must demonstrate that total eligible costs for the declared fire meet or exceed either the individual fire cost threshold, which applies to single fires, or the cumulative fire cost threshold, which recognizes numerous smaller fires burning throughout a state.

Source: **Regional Catastrophic Preparedness (RCP) Grants**

Agency: FEMA

Website: https://www.fema.gov/grants/preparedness/regional-catastrophic

Description: The Regional Catastrophic Preparedness Grant program provides funding to increase collaboration and capacity in regard to catastrophic incident response and preparation.

Source: **Emergency Forest Restoration Program (EFRP)**

Agency: USDA Farm Service Agency (FSA)

Website: https://www.fsa.usda.gov/programs-and-services/disaster-assistance-program/emergency-forest-restoration/index

Description: The Emergency Forest Restoration Program (EFRP) helps the owners of non-industrial private forests restore forest health damaged by natural disasters. The EFRP does this by authorizing payments to owners of private forests to restore disaster damaged forests. The local FSA County Committee implements EFRP for all disasters with the exceptions of drought and insect infestations. Eligible practices may include debris removal, such as down or damaged trees; site preparation, planting materials, and labor to replant forest stand; restoration of forestland roads, fire lanes, fuel breaks, or erosion-control structures; fencing, tree shelters; wildlife enhancement.

To be eligible for EFRP, the land must have existing tree cover; and be owned by any nonindustrial private individual, group, association, corporation, or other private legal entity.

Source: **Emergency Conservation Program (ECP)**

Agency: USDA Farm Service Agency (FSA)

Website: https://www.fsa.usda.gov/programs-and-services/conservation-programs/emergency-conservation/index

Description: The Emergency Conservation Program (ECP) helps farmers and ranchers to repair damage to farmlands caused by natural disasters and to help put in place methods for water conservation during severe drought. The ECP does this by giving ranchers and farmers funding and assistance to repair the damaged farmland or to install methods for water conservation. The grant could be used for restoring conservation structures (waterways, diversion ditches, buried irrigation mainlines, and permanently installed ditching system).

Source: **Environmental Quality Incentives Program (EQIP)**

Agency: National Resource Conservation Service (NRCS)

Website: https://www.nrcs.usda.gov/wps/portal/nrcs/main/co/programs/financial/eqip/

Description: The Environmental Quality Incentives Program (EQIP) is a voluntary program authorized under the Agricultural Act of 2014 (2014 Farm Bill) that helps farmers, ranchers and forest landowners who own or rent agricultural land to implement practices and/or install measures to protect soil, water, plant, wildlife, and other natural resources while ensuring sustainable production on their farms, ranches, and working forest lands. California EQUIP ranking pools include Catastrophic Fire Recovery and Forest Tree Mortality.

Source: **Emergency Watershed Protection (EWP) Program**

Agency: National Resource Conservation Service (NRCS)

Website: https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/landscape/ewpp/

Description: The program offers technical and financial assistance to help local communities relieve imminent threats to life and property caused by floods, fires, windstorms, and other natural disasters that impair a watershed.

Eligible sponsors include cities, counties, towns, conservation districts, or any federally recognized Native American tribe or tribal organization. Interested public and private landowners can apply for EWP Program recovery assistance through one of those sponsors.

EWP Program covers the following activities.

- Debris removal from stream channels, road culverts, and bridges
- Reshape and protect eroded streambanks
- Correct damaged drainage facilities
- Establish vegetative cover on critically eroded lands
- Repair levees and structures
- Repair conservation practices

Source: **Funding for Fire Departments and First Responders**

Agency: DHS, U.S. Fire Administration

Website: https://www.usfa.fema.gov/grants/

Description: Includes grants and general information on financial assistance for fire departments and first responders. Programs include the Assistance to Firefighters Grant Program, Reimbursement for Firefighting on Federal Property, State Fire Training Systems Grants, and National Fire Academy Training Assistance.

Source: **Tribal Environmental General Assistance Program (GAP)**

Agency: U.S. Environmental Protection Agency (EPA)

Website: https://www.epa.gov/tribal-pacific-sw/epa-region-9-tribal-environmental-gap-funding

Description: Funding under this program is used to aid Native American tribes in establishing and implementing their own reservation-specific environmental protection programs. To find out more about this funding opportunity please contact Tribal Branch Manager, Jeremy Bauer, at bauer.jeremy@epa.gov.

Source: **Specific EPA Grant Programs**

Agency: U.S. Environmental Protection Agency (EPA)

Website: https://www.epa.gov/tribal-pacific-sw/epa-region-9-tribal-environmental-gap-funding

Description: Various grant programs are listed under this site. Listed below are examples of grants offered:

- Multipurpose Grants to States and Tribes: https://www.epa.gov/grants/multipurpose-grants-states-and-tribes
- Environmental Education Grants: https://www.epa.gov/education/grants
- Environmental Justice Grants: https://www.epa.gov/environmentaljustice/environmental-justice-grants-funding-and-technical-assistance

Source: **Conservation Innovation Grants (CIG)**

Agency: National Resource Conservation Service

Website: Conservation Innovation Grant (CIG) | NRCS California (usda.gov)

Description: CIG State Component. CIG is a voluntary program intended to stimulate the development and adoption of innovative conservation approaches and technologies while leveraging federal investment in environmental enhancement and protection, in conjunction with agricultural production. Under CIG, Environmental Quality Incentives Program (EQIP) funds are used to award competitive grants to non-federal governmental or nongovernmental organizations, tribes, or individuals. CIG enables the Natural Resources Conservation Service (NRCS) to work with other public and private entities to accelerate technology transfer and adoption of promising technologies and approaches to address some of the nation's most pressing natural resource concerns. CIG will benefit agricultural producers by providing more options for environmental enhancement and compliance with federal, state, and local regulations. The NRCS administers the CIG program. The CIG requires a 50/50 match between the agency and the applicant. The CIG has two funding

components: national and state. Funding sources are available for water resources, soil resources, atmospheric resources, and grazing land and forest health.

Source: **Urban and Community Forestry Program, National Urban and Community Forestry Challenge Cost Share Grant Program**

Agency: U.S. Forest Service

Website: https://www.fs.usda.gov/managing-land/urban-forests/ucf

Description: USFS funding will provide for Urban and Community Forestry Programs that work with local communities to establish climate-resilient tree species to promote long-term forest health. The other initiative behind this program is to promote and carry out disaster risk mitigation activities, with priority given to environmental justice communities. For more information, contact a USFS Regional Program Manager.

Source: **Catalog of Federal Funding Sources; Land Resources**

Agency: Multiple

Website: https://ordspub.epa.gov/ords/wfc/f?p=165:512:10535656593775:::512::

Description: The Land Finance Clearing House is a catalogue of Federal funding sources for all things land related.

Examples of the types of grants found at this site are:

- Forest and Woodlands Resource Management Grant: https://sam.gov/fal/a798ad78cac749639b48270db3e86fdc/view?index=cfda&page=2&organization_id=100011100
- Environmental Education Grant: https://www.epa.gov/education/grants
- Public Assistance Grant Program: https://www.fema.gov/assistance/public
- Hazard Mitigation Grant: https://www.fema.gov/grants/mitigation/hazard-mitigation

Source: **Catalog of Federal Funding Sources; Water Resources**

Agency: Multiple

Website: https://ofmpub.epa.gov/apex/wfc/f?p=165:12:6483383318137:::12::

Description: The Water Finance Clearing House is a catalogue of Federal funding sources for all things water related.

Examples of the types of grants found at this site are:

- Water Conservation Field Services Program: https://www.usbr.gov/waterconservation/
- California Community Development Block Grant: https://www.grants.ca.gov/grants/community-development-block-grant-cdbg/
- California Clean Water State Revolving Fund Program (CWSRF): https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/index.html

Source: **Firewise Communities**

Agency: Multiple

Website: http://www.firewise.org

Description: Many different Firewise Communities activities are available to help homes and whole neighborhoods become safer from wildfire without significant expense. Community cleanup days, awareness events, and other cooperative activities can often be successfully accomplished through partnerships among neighbors, local businesses, and local fire departments at little or no cost.

The kind of help you need will depend on who you are, where you are, and what you want to do. Among the different activities that individuals and neighborhoods can undertake, the following often benefit from seed funding or additional assistance from an outside source:

- Thinning/pruning/tree removal/clearing on private property—particularly on very large, densely wooded properties
- Retrofit of home roofing or siding to non-combustible materials
- Managing private forest
- Community slash pickup or chipping
- Creation or improvement of access/egress roads
- Improvement of water supply for firefighting
- Public education activities throughout the community or region

Source: **The National Fire Plan (NFP)**

Agency: DOI and USDA

Website: http://www.forestsandrangelands.gov/

Description: Many states are using funds from the NFP to provide funds through a cost-share with residents to help them reduce the wildfire risk to their private property. These actions are usually in the form of thinning or pruning trees, shrubs, and other vegetation and/or clearing the slash and debris from this kind of work. Opportunities are available for rural, state, and volunteer fire assistance.

Source: **Staffing for Adequate Fire and Emergency Response (SAFER)**

Agency: FEMA

Website: https://www.fema.gov/grants/preparedness/firefighters/safer

Description: The purpose of SAFER grants is to help fire departments increase the number of frontline firefighters. The goal is for fire departments to increase their staffing and deployment capabilities and ultimately attain 24-hour staffing, thus ensuring that their communities have adequate protection from fire and fire-related hazards. The SAFER grants support two specific activities: (1) hiring of firefighters and (2) recruitment and retention of volunteer firefighters. The hiring of firefighters activity provides grants to pay for part of the salaries of newly hired firefighters over the five-year program.

Source: **The Fire Prevention and Safety Grants (FP&S)**

Agency: FEMA

Website: https://www.fema.gov/grants/preparedness/firefighters/safety-awards

Description: FP&S offers support to projects that enhance the safety of the public and firefighters who may be exposed to fire and related hazards. The primary goal is to target high risk populations and mitigate high incidences of death and injury. Examples of the types of projects supported by FP&S include fire-prevention and public-safety education campaigns, juvenile fire-setter interventions, media campaigns, and arson prevention and awareness programs. In fiscal year 2005, Congress reauthorized funding for FP&S and expanded the eligible uses of funds to include firefighter safety research and development.

Source: **GSA-Federal Excess Personal Property**

Agency: USFS

Website: https://gsaxcess.gov/

Description: The Federal Excess Personal Property (FEPP) program refers to USFS-owned property that is on loan to State Foresters for the purpose of wildland and rural firefighting. Most of the property originally belonged to the Department of Defense (DoD). Once acquired by the USFS, it is loaned to State Cooperators for firefighting purposes. The property is then loaned to the State Forester, who may then place it with local departments to improve local fire programs. State Foresters and the USFS have mutually participated in the FEPP program since 1956.

Source: **Assistance to Firefighters Grants (AFG)**

Agency: FEMA

Website: https://www.fema.gov/grants/preparedness/firefighters.

Description: The AFG program provides resources to assist fire departments in attaining critical resources such as training and equipment.

STATE FUNDING INFORMATION

Source: **CAL FIRE Grant Programs**

Agency: CAL FIRE

Website: https://www.fire.ca.gov/grants/

Description: The CAL FIRE Grant Program offers a range of forest-related grants with differing scopes and funding details. Some of the Grants include:

1. Forest Health Grants: https://www.fire.ca.gov/grants/forest-health-grants/
2. California Forest Improvement Program: https://www.fire.ca.gov/grants/california-forest-improvement-program-cfip/
3. Fire Prevention Grants Program: https://www.fire.ca.gov/grants/fire-prevention-grants/
4. Urban & Community Forestry Grant Programs: https://www.fire.ca.gov/grants/urban-and-community-forestry-grant-programs/

5. Wildfire Resilience and Forestry Assistance Grant- Prop 68: https://www.fire.ca.gov/programs/resource-management/resource-protection-improvement/landowner-assistance/forest-stewardship/

Source: **California Fire Safe Council (CFSC) Grant Programs**

Agency: CFSC

Website: https://cafiresafecouncil.org/grants-and-funding/apply-for-a-grant/

Description: The CFSC provides a range of federal, state, and private funding sources in addition to administering the USFS State Fire Assistance (SFA) Grant Programs.

Source: **California Environmental Protection Agency (CalEPA) Loans and Grants**

Agency: Multiple

Website: https://calepa.ca.gov/loansgrants/

Description: The CalEPA hosts a wide variety of loans and grants specifically for California. While these funding sources may not tie directly to fuel management or fire recovery, there is a wide array of funding opportunities for water and air resources which are directly impacted by wildfire.

Source: **Northern California Forests and Watersheds Program**

Agency: Multiple

Website: https://www.nfwf.org/programs/northern-california-forests-and-watersheds

Description: The National Fish and Wildlife Foundations and the USFS have partnered to restore and enhance national forests and watersheds affected by wildfires in northern California. This program will administer an initial $6 million in grants to projects that increase wildfire resiliency for northern California national forests and watersheds.

Source: **Adaptation Clearinghouse**

Agency: Multiple

Website: https://resilientca.org/

Description: This resource has numerous wildfire-related resources such as funding opportunities, assessments, case studies, educational materials, data and tools, example plans and strategies, and additional policy guidance.

Source: **State of California's Grants Portal**

Agency: Multiple

Website: https://www.grants.ca.gov/

Description: The California Grants Portal helps users identify the latest grants that could support fire hazard planning or related implementation efforts that support wildfire risk mitigation, fuels management, and other related projects.

Source: **California Air Resources Board Funding Wizard**

Agency: Multiple

Website: https://fundingwizard.arb.ca.gov/web/

Description: The Funding Wizard aggregates current federal, state, regional, private, and other funding opportunities for environmental and sustainability projects.

Source: **California Fire Foundation Grant Programs**

Agency: California Fire Foundation

Website: https://www.cafirefoundation.org/programs/fireprevention/

Description: The California Fire Foundation (CFF) offers grant opportunities to fire departments, firefighter associations, and community-based organizations whose projects help address wildfire and disaster prevention, preparedness, relief, and recovery needs within the state of California. The CFF directly supports high fire threat and/or under-resourced communities.

Source: **Wildfire Recovery Fund**

Agency: California Community Foundation

Website: https://www.calfund.org/wildfirerecoveryfund/

Description: The Wildfire Recovery Fund supports intermediate and long-term recovery efforts for major California wildfires. The Fund also supports wildfire prevention and preparedness efforts. Since 2003, the fund has granted more than $32 million to support relief and recovery efforts in the aftermath of destructive wildfires.

PRIVATE FUNDING INFORMATION

Source: **State Farm Good Neighbor Citizenship (GNC) Grants**

Agency: State Farm

Website: https://www.statefarm.com/about-us/corporate-responsibility/community-grants/good-neighbor-citizenship-grants

Description: State Farm funding is directed at:

- Auto and roadway safety
- Teen Driver Education
- Home safety and fire prevention
- Disaster preparedness
- Disaster recovery

Source: **The Urban Land Institute (ULI)**

Website: http://www.uli.org

Description: ULI is a 501(c)(3) nonprofit research and education organization supported by its members. The institute has more than 22,000 members worldwide, representing the entire spectrum

of land use and real estate development disciplines, working in private enterprise and public service. The mission of the ULI is to provide responsible leadership in the use of land to enhance the total environment. ULI and the ULI Foundation have instituted Community Action Grants that could be used for Firewise Communities activities. Applicants must be ULI members or part of a ULI District Council. Contact actiongrants@uli.org or review the web page to find your District Council and the application information.

Source: **Environmental Systems Research Institute (ESRI)**

Website: http://www.esri.com/grants

Description: ESRI is a privately held firm and the world's largest research and development organization dedicated to geographic information systems. ESRI provides free software, hardware, and training bundles under ESRI-sponsored grants that include such activities as conservation, education, and sustainable development, and posts related non-ESRI grant opportunities under such categories as agriculture, education, environment, fire, public safety, and more. You can register on the website to receive updates on grant opportunities.

Source: **National Forest Foundation; Innovative Finance for National Forests Grant Program**

Website: https://www.nationalforests.org/grant-programs/innovative-finance-for-national-forests-grant-program

Description: The Innovative Finance for National Forests Grant Program aims to bring in non-USFS funds to increase forest resilience. There are three main topics for funding: Wildfire Resilience and Recovery, Sustainable Recreation Access and Infrastructure, and Watershed Health. In addition, three types of projects are funded. Pilot Programs with on-the-ground implementation, Scaling Projects to deliver backlogs of unfunded work, and Research and Development to provide to new forest information.

Source: **Matching Awards Program**

Agency: National Forest Foundation (NFF)

Website: https://www.nationalforests.org/grant-programs/map

Description: The NFF is soliciting proposals for its Matching Awards Program (MAP) to provide funds for direct on-the-ground projects benefitting America's national forests and grasslands. By pairing federal funds provided through a cooperative agreement with the USFS with non-federal dollars raised by award recipients, the Matching Awards Program measurably multiplies the resources available to implement stewardship projects that benefit the National Forest System.

Source: **Patagonia Environmental Grants and Support**

Agency: Patagonia

Website: https://www.patagonia.com/how-we-fund/

Description: Patagonia supports innovative work that addresses the root causes of the environmental crisis and seeks to protect both the environment and affected communities. Patagonia focuses on places where they have built connections through outdoor recreation and through their network of retail stores, nationally and internationally.

Source: **Leonardo DiCaprio Foundation Grants**

Agency: Leonardo DiCaprio Foundation

Website: https://www.rewild.org/

Description: The foundation supports projects around the world that build climate resiliency, protect vulnerable wildlife, and restore balance to threatened ecosystems and communities.

Source: **U.S. Endowment for Forestry and Communities**

Agency: U.S. Environmental Protection Agency, Natural Resources Conservation Service (NRCS), USFS, U.S. Department of Defense, U.S. Economic Development Agency

Website: https://www.usendowment.org/

Description: As the nation's largest public charity dedicated to keeping our working forests working and ensuring their bounty for current and future generations, the Endowment deploys the creativity and power of markets to advance their mission: The Endowment works collaboratively with partners in the public and private sectors to advance systemic, transformative, and sustainable change for the health and vitality of the nation's working forests and forest-reliant communities.

OTHER FUNDING INFORMATION

The following resources may also provide helpful information for funding opportunities:

- Western Forestry Leadership Coalition: https://www.thewflc.org/
- USDA Information Center: https://www.nal.usda.gov/main/information-centers
- USFS Fire Management website: https://www.fs.usda.gov/managing-land/fire
- Insurance Services Office Mitigation Online (town fire ratings): http://www.isomitigation.com/
- National Fire Protection Association: http://www.nfpa.org
- National Interagency Fire Center, Wildland Fire Prevention/Education: https://www.nifc.gov/fire-information/fire-prevention-education-mitigation
- Department of Homeland Security U.S. Fire Administration: https://www.usfa.fema.gov/index.html

APPENDIX G:

Homeowner Resources

This page intentionally left blank.

ADDITIONAL LINKS AND RESOURCES

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

Home and Fuels Management

- Homeowners Checklist; How to Make Your Home Fire Safe: https://www.lakeshastina.com/Docs_PDFs/Checklist.pdf
- Hardening Your Home: https://www.readyforwildfire.org/prepare-for-wildfire/get-ready/hardening-your-home/
- Home Hardening Toolkit: https://www.readyforwildfire.org/campaign-toolkits/home-hardening-toolkit/
- Defensible Space: https://www.readyforwildfire.org/prepare-for-wildfire/get-ready/defensible-space/
- Defensible Space Toolkit: https://www.readyforwildfire.org/campaign-toolkits/defensible-space-toolkit/
- Fire-Resistant Landscaping: https://www.readyforwildfire.org/prepare-for-wildfire/get-ready/fire-resistant-landscaping/
- What Property Owners Need to Know to Reduce Wildfire Risk Each Season: https://www.readyforwildfire.org/forest-health/seasonal-actions/
- Prescribed Fire Toolkit: https://www.readyforwildfire.org/campaign-toolkits/prescribed-fires-toolkit/

Preparing for Wildfire

- Wildfire Action Plan: https://www.readyforwildfire.org/prepare-for-wildfire/get-set/wildfire-action-plan/
- How to Prepare to Evacuate From a Wildfire: https://www.readyforwildfire.org/prepare-for-wildfire/get-set/prepare-your-family/
- Pre-Evacuation Preparation Steps: https://www.readyforwildfire.org/prepare-for-wildfire/go-evacuation-guide/pre-evacuation-preparation-steps/
- Evacuation Steps: https://www.readyforwildfire.org/prepare-for-wildfire/go-evacuation-guide/evacuation-steps/
- Animal Evacuation: https://www.readyforwildfire.org/prepare-for-wildfire/go-evacuation-guide/animal-evacuation/
- GO! Evacuation Guide: https://www.readyforwildfire.org/prepare-for-wildfire/go-evacuation-guide/
- GO! Evacuation Toolkit: https://www.readyforwildfire.org/campaign-toolkits/go-evacuation-toolkit/
- Emergency Supply Kit: https://www.readyforwildfire.org/prepare-for-wildfire/get-set/emergency-supply-kit/

- Insurance Preparedness: https://www.readyforwildfire.org/prepare-for-wildfire/get-set/insurance-preparedness/
- Power Outage Information: https://www.readyforwildfire.org/prepare-for-wildfire/go-evacuation-guide/power-outage-information/
- What To Do If Trapped: https://www.readyforwildfire.org/prepare-for-wildfire/go-evacuation-guide/what-to-do-if-trapped/

Preventing Wildfire

- Equipment Use: https://www.readyforwildfire.org/prevent-wildfire/equipment-use/
- Debris Burning: https://www.readyforwildfire.org/prevent-wildfire/debris-burning/
- Vehicle Use: https://www.readyforwildfire.org/prevent-wildfire/vehicle-use/
- Campfire Safety: https://www.readyforwildfire.org/prevent-wildfire/campfire-safety/
- Target Shooting Safety: https://www.readyforwildfire.org/prevent-wildfire/target-shooting-safety/
- One Less Spark, One Less Wildfire Toolkit: https://www.readyforwildfire.org/prevent-wildfire/one-less-spark-campaign/
- Forest Health: https://www.readyforwildfire.org/forest-health/
- Forest Health Toolkit: https://www.readyforwildfire.org/campaign-toolkits/forest-health-toolkit/

After the Fire

- Returning Home After a Wildfire: https://www.readyforwildfire.org/post-wildfire/
- What to Expect After a Wildfire: https://www.readyforwildfire.org/post-wildfire/after-a-wildfire/
- Immediate Safety: https://www.readyforwildfire.org/post-wildfire/returning-home/
- Rebuilding, Mobilizing Your Community: https://www.readyforwildfire.org/post-wildfire/rebuilding/
- Who Can Help? https://www.readyforwildfire.org/post-wildfire/who-can-help/

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA):

Protecting Your Home

- Understanding the Wildfire Threat to Homes: https://www.nfpa.org/News-and-Research/Publications-and-media/Blogs-Landing-Page/Fire-Break/Blog-Posts/2020/12/08/Interactive-online-resource-helps-build-understanding-of-wildfire-risks
- Preparing Homes for Wildfire: https://www.nfpa.org/Public-Education/Fire-causes-and-risks/Wildfire/Preparing-homes-for-wildfire
- If your Home Doesn't Ignite, It Can't Burn: https://www.youtube.com/watch?v=RqKFDDBGd5o
- How do Homes Burn in a Wildfire? https://www.youtube.com/watch?v=3QthynXympI
- Wildfire Community Preparedness Day Toolkit: https://go.nfpa.org/l/14662/2022-01-11/8j6nqh

- 5 Key Areas Around the Home You Must Examine When Assessing Wildfire Risk: https://www.youtube.com/watch?v=MIUQVL3BvVg
- Your Home and Wildfire, Choices That Make a Difference: https://www.youtube.com/watch?v=pfbEcMeYFFA
- Home Hardening Fact Sheets: https://www.nfpa.org/Public-Education/Fire-causes-and-risks/Wildfire/Firewise-USA/Firewise-USA-Resources/Research-Fact-Sheet-Series

Preparation and Evacuation

- Wildfire Preparedness Tips: https://www.nfpa.org/Public-Education/Fire-causes-and-risks/Wildfire/Wildfire-safety-tips
- Wildfire Preparedness for Household Pets: https://www.nfpa.org//-/media/Files/Public-Education/Campaigns/TakeAction/TakeActionPetsChecklist.pdf
- Wildfire Preparedness for Horses and Livestock: https://www.nfpa.org/-/media/Files/Public-Education/Campaigns/TakeAction/TakeActionHorseChecklist.ashx
- Backpack Emergency GO! Kit: https://www.nfpa.org/-/media/Files/Public-Education/Campaigns/TakeAction/TakeActionBackPackGoKit.ashx
- Outthink a Wildfire; Wildfire Action Policies: https://www.nfpa.org/wildfirepolicy

MISC.

- Non-Renewals for California Homeowners: https://strongerca.com/wp-content/uploads/2021/06/Non-renewals-for-CA-Homeowners.pdf
- Mass Tree Mortality, Fuels, and Fire: A Guide for Sierra Nevada Forest Landowners: https://anrcatalog.ucanr.edu/pdf/8683.pdf
- Instructor Guide – The ability to identifying, analyzing, and using relevant situational information about topographic features can help predict wildland fire behavior is the responsibility of everyone on the fireline: https://www.nwcg.gov/sites/default/files/training/docs/s-190-ig04.pdf
- WiRē – Wildfire Research, an interdisciplinary collaboration on community adaptability to wildland fire: https://wildfireresearchcenter.org/
- Wildfire Ready App:
    - App Store: https://apps.apple.com/us/app/wildfire-ready-virtual/id1540773278?msclkid=4eac0069a71411ecb26fa03c0b08eba2
    - Google Play: https://play.google.com/store/apps/details?id=com.BaltiVirtual.Wildfire&gl=US&msclkid=4eabc8f6a71411ecbfe27aa64cd6d835

This page intentionally left blank.

APPENDIX H:

Project Outreach

This page intentionally left blank.

COMMUNITY OUTREACH

Table H.1 presents examples of the public outreach completed as part of the CWPP development. Online resources were used to provide information to the public and solicit feedback. Community events were held by the 40 Acres FSC, SWCA, Inyo County (Wildfire Preparedness Coordinator), and the Whitebark Institute. Figure H.1 shows an online announcement of the initial community event and Figure H.2 shows the community event. In addition, the Whitebark Institute conducted an online survey of wildfire concerns and priorities. The survey and results are shown on pages H-9 through H-13.

The CWPP for 40 acres was promoted through a community neighborhood meeting on October 29, 2022, which was advertised with a post on Facebook. A community survey was conducted in December 2022 to collect information regarding the public's needs, concerns, and priorities for various components of the CWPP. The draft CWPP was made available for public comment for 1 month in February 2023, and the community was informed through Sierra Wave Media, *The Inyo Register*, and the Inyo County website. An open house meeting was held in the home of Kay Ogden on March 4, 2023, and a virtual open house was held on March 8.

Feedback, comments, and suggestions received from community members during community events (e.g., meetings and walkthroughs), the community survey, and project recommendations review were synthesized and utilized to craft project recommendations for the 40 Acres CWPP. Therefore, the project recommendations (see Chapter 4 or Appendix J) are specifically tailored to address the concerns and priorities of the community.

Table H.1. Public Outreach Resources

Resource Description	Location	Figure/Page Number(s)	Date
Community Event Announcement	Facebook	Figure H.1	10/28/2022
Neighborhood Meeting	40 Acres	Figure H.2	10/29/2022
Community Survey	40 Acres (distributed via email)	See pages H-9 to H-13	December 2022
Request for Public Comment	Inyo County Website	Figure H.3	February 23, 2023
Request for Public Input	Sierra Wave Media Webpage: https://sierrawave.net/inyo-county-requests-public-input-for-community-wildfire-protection-plan/	Figure H.4	February 27, 2023
Press Release	Inyo County Website	Figure H. 5	February 27, 2023
Request for Public Input	*The Inyo Register* Webpage: https://www.inyoregister.com/news/fire-safe-councils-seek-feedback-on-protection-plans/article_d1c57538-b8f9-11ed-ad98-eb023143d605.html	Figure H.6	March 2, 2023
Neighborhood Meeting	At Kay Odgen's residence on March 4 and via Zoom on March 8	Figures H.7 and H.8	March 4, 2023 and March 8, 2023



Figure H.1. 40 Acres neighborhood meeting.



Figure H.2. Community event announcement.

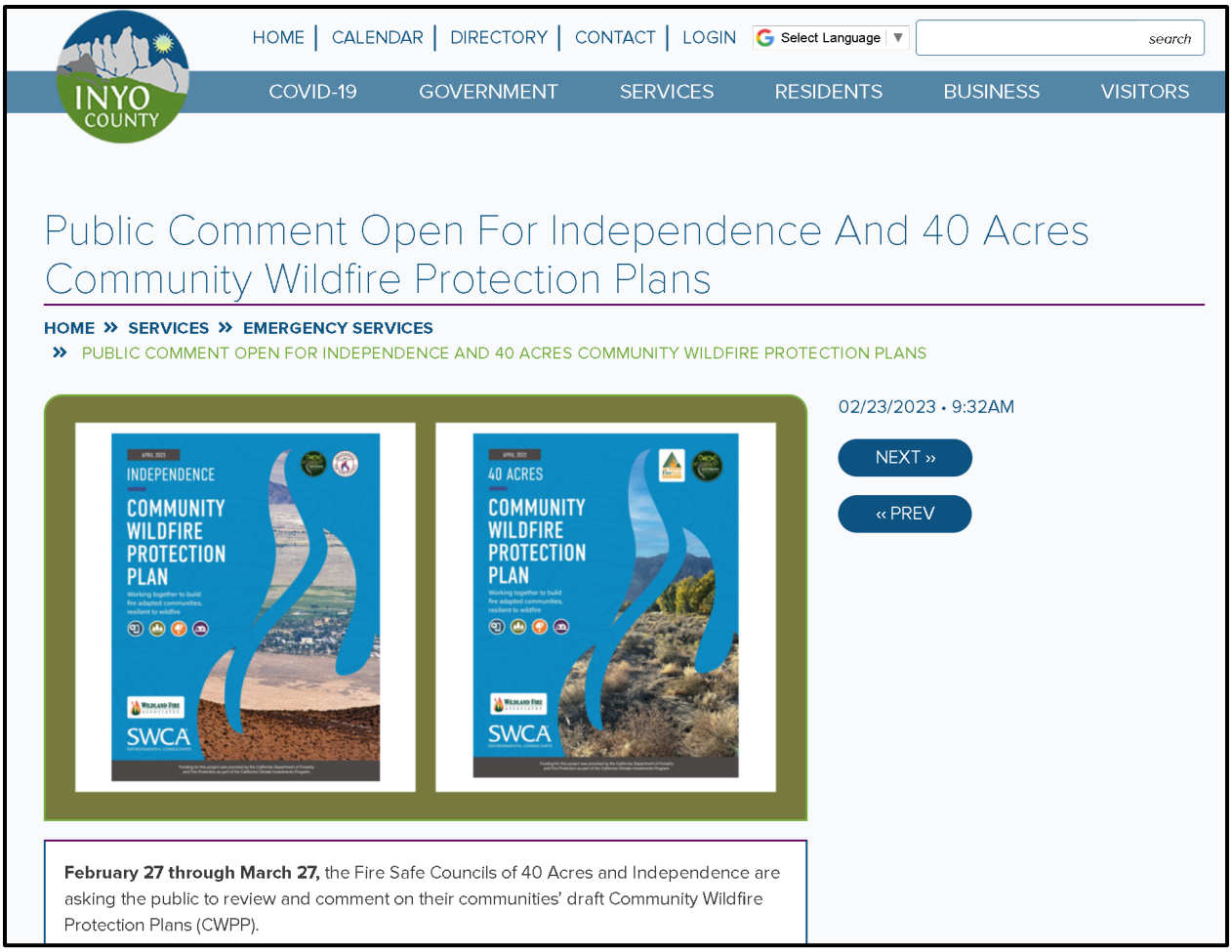


Figure H.3. Announcement that CWPP is open for public comment on Inyo County website.

Inyo County Requests Public Input for Community Wildfire Protection Plan

by **Press Release** on February 27, 2023 in **Community Event, Inyo County, Public Event**

Public Comment Open for Community Wildfire Protection Plans

Independence and 40 Acres Fire Safe Councils seek your feedback

Wildfires are continuously knocking at our doors. It is imperative that we come together as neighbors, land managers, and responders to ensure our communities can thrive alongside wildfire. Community wildfire protection planning is one of the most important components of a wildfire safety strategy. Curious what these robust plans look like?

February 27 through March 27, the Fire Safe Councils of 40 Acres and Independence are asking the public to review and comment on their communities' draft Community Wildfire Protection Plans (CWPP). These CWPPs, along with instructions for submitting comments, will be available online at the Inyo County Office of EmergencyServices website (https://www.inyocounty.us/services/emergency-services). Hard copies will be available at the public library in Independence and other sites that will be listed on the County website. An open house in Independence will also be held on Tuesday, March 7, 2023 from 5-7 p.m. at the Owens Valley School Multi- Purpose Room to gather community input.

Figure H.4. Announcement on the Sierra Wave requesting input from the public.

Nate Greenberg
County Administrative Officer and
Director of Emergency Services

Mikaela Torres
Emergency Services Manager
mtorres@inyocounty.us

INYO COUNTY
Office of Emergency Services

FOR IMMEDIATE RELEASE
February 27, 2023

FOR MORE INFORMATION, CONTACT:
Wildfire Preparedness Coordinator Kristen Pfeiler, (760) 878-8444

Public Comment Open for Community Wildfire Protection Plans

Independence and 40 Acres Fire Safe Councils seek your feedback

Wildfires are continuously knocking at our doors. It is imperative that we come together as neighbors, land managers, and responders to ensure our communities can thrive alongside wildfire. Community wildfire protection planning is one of the most important components of a wildfire safety strategy. Curious what these robust plans look like?

February 27 through March 27, the Fire Safe Councils of 40 Acres and Independence are asking the public to review and comment on their communities' draft Community Wildfire Protection Plans (CWPP). These CWPPs, along with instructions for submitting comments, will be available online at the Inyo County Office of Emergency Services website (https://www.inyocounty.us/services/emergency-services). Hard copies will be available at the public library in Independence and other sites that will be listed on the County website. An open house in Independence will also be held on Tuesday, March 7, 2023 from 5-7 p.m. at the Owens Valley School Multi-Purpose Room to gather community input. A similar event at 40 Acres will be held on March 4, 2023 from 1-3 p.m. at Kay Ogden's home and virtually on March 8, 2023 from 6- 7:30 p.m.

These CWPPs will allow 40 Acres and the greater Independence area to plan and prioritize projects that can make a difference in protecting homes, residents, and first responders in the event of a wildfire. These CWPPs consist of a description of the wildland urban interface (WUI) and the fire environment, a risk-hazard assessment and analysis, mitigation strategies, and project tracking and monitoring strategies.

Now is a great time to get familiar with these plans, as Inyo County embarks on updating the countywide CWPP this year. Public involvement in developing CWPPs is a foundational component, and there will be many opportunities for input.

Figure H.5. Press release from Inyo County OES announcing the CWPP public review period.



Figure H.6. Request for public input published on *The Inyo Register* webpage.



Figure H.7. Community outdoor open house meeting held on March 4, 2023.

Public Comment Open for Community Wildfire Protection Plans
40 Acres Fire Safe Council wants your input!

Comment period open from Feb. 27 through March 27

Wildfires are continuously knocking at our doors, and it is imperative that we come together as neighbors, land managers, and responders to ensure our communities can thrive alongside wildfire. Community wildfire protection planning is one of the most important components of a wildfire safety strategy.

The 40 Acres Community Wildfire Protect Plan (CWPP) will allow 40 Acres to plan and prioritize projects that can make a difference in protecting our community's homes, residents, and responding firefighters in the event of a wildfire. Our CWPP consists of a description of the wildland urban interface (WUI) and the fire environment, a risk-hazard assessment and analysis, mitigation strategies, and project tracking and monitoring strategies.



February 27 through March 27, the Fire Safe Councils of 40 Acres and Independence are asking the public to review and comment on their communities' draft Community Wildfire Protection Plans (CWPP).

Where can I find the 40 Acres CWPP?

- View online 40 Acres CWPP.pdf.
- If you or someone you know would like a hard copy, call or email Kay to receive one.
- An in-person, outdoor open house will be held at Kay's home on March 4, 2023, 1-3pm.
- A virtual open house will be held on March 8, 2023, 6-7:30pm, Via Zoom.
- More details on both events to come!

Instructions for submitting comments:

Include the document title, Chapter or Appendix number/letter, page number, and line number. Please email comments to Montiel Ayala, the Assistant Project Manager at (montiel.ayala@swca.com).

- *Document title: Independence CWPP*
- *Chapter 3*
- *Page 30*
- *Line 6*
- *Comment: I would like to include Pine Creek under the natural values at risk.*

For more information, contact: Kay Ogden at 40acresfsc@gmail.com or (530) 318 - 8403

These projects were overseen by the Independence and 40 Acres Fire Safe Councils in partnership with the Whitebark Institute. Funding for this project was provided by a grant from the California Department of Forestry and Fire Protection as part of the California Climate Investments Program, through the California Fire Safe Council.

Figure H.8. Flyer announcement for the opening of public comment and for the in-person and Zoom meetings held on March 4 and March 8, 2023, respectively

COMMUNITY SURVEY RESULTS

40 Acres CWPP:

Survey Responses: 6

December 2022

Question 1. Please enter as much information about your home location as possible (If you wish to remain anonymous, please provide general location information)

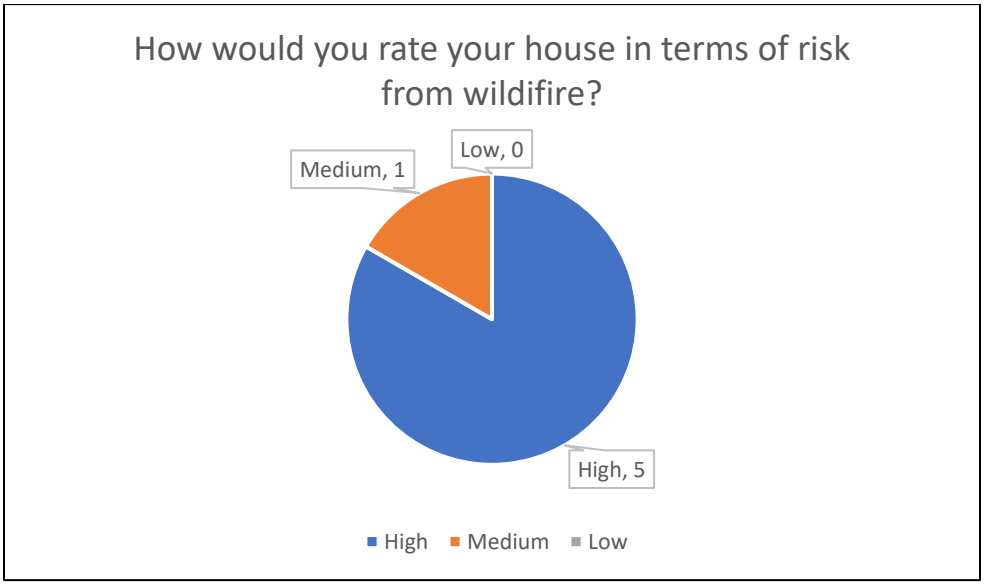
Addresses removed for privacy

Question 2. How would you rate your house in terms of risk from wildfire? (*Consider the proximity of your house to tracts of undeveloped land, vegetated land, emergency response and access*)

_____ Low

_____ Medium

_____ High



Question 3. My home is vulnerable to wildfire because of…… (*Select all that apply*)

_____ Surrounding fuels on your property - (i.e., live and dead trees, shrubs, grass, wood piles)

_____ Surrounding fuels on neighboring property - (i.e., dense vegetation, wood piles, dead and downed trees

_____ Building materials - (i.e., wood shingles, clap board siding, wooden decks, wood fences)

_____ Lack of water supply - (i.e., dependence on well water, far from hydrant)

_____ Accessibility challenges - (i.e., long narrow driveway, dead end road, can a fire truck easily access your property?)

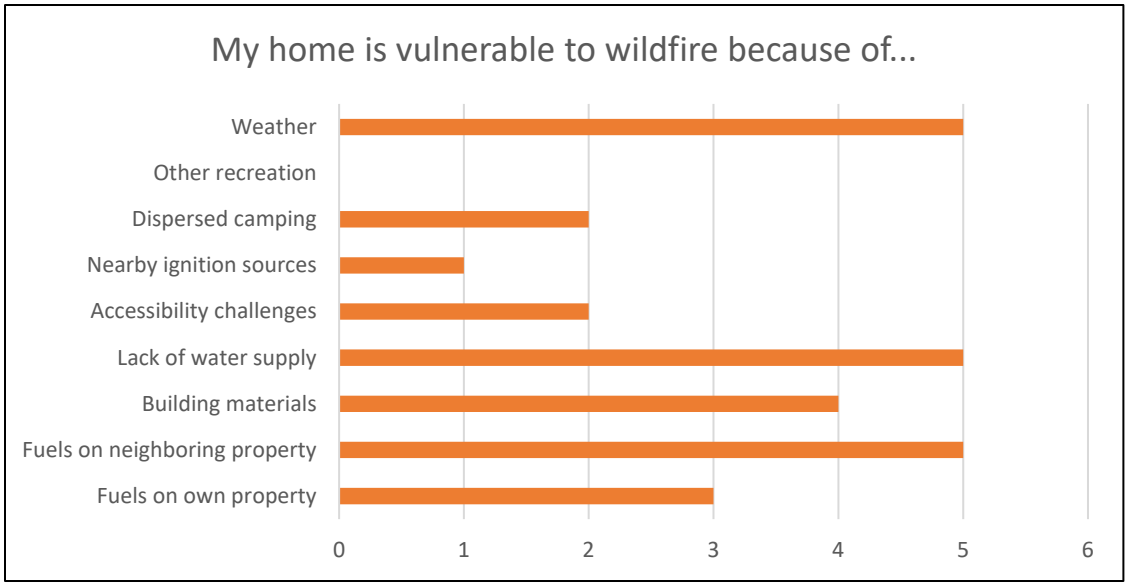
_____ Ignition sources from neighboring areas - (i.e., disposal of cigarette butts from trails or roads)

_____ Dispersed camping

_____ Other forms of recreation (i.e., hunting, off-roading, etc.)

_____ Weather (wind, drought)

_____ Other: _____

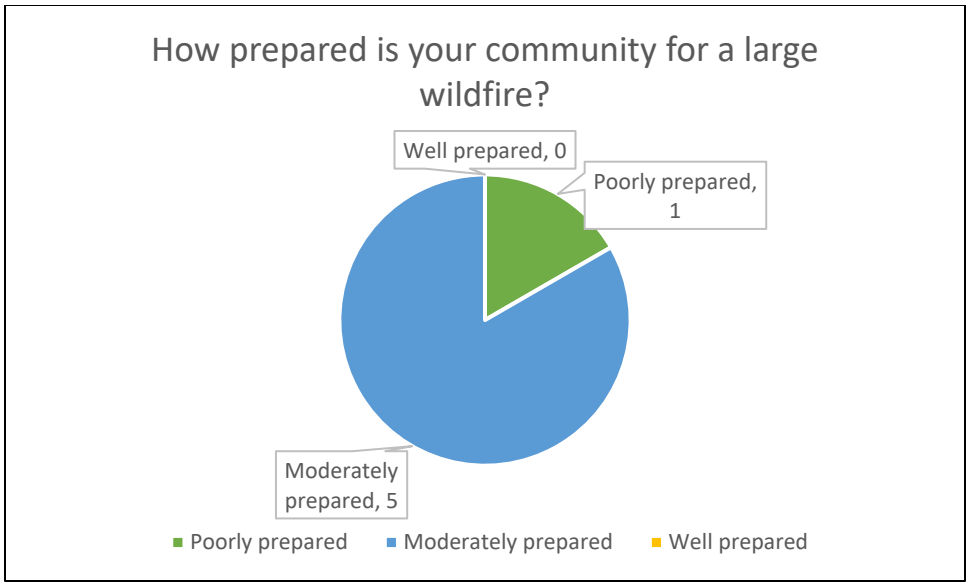


Question 4. How prepared is your community for a large wildfire? (*Select one*)

_____ Poorly prepared

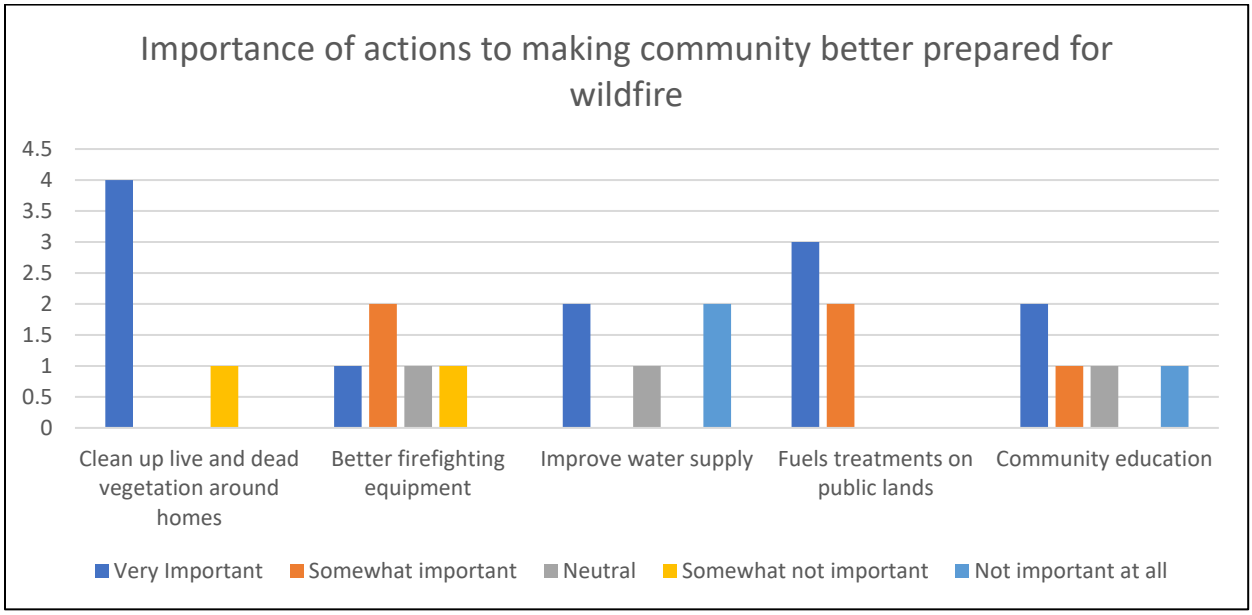
_____ Moderately prepared

_____ Well prepared



Question 5. Score each of the following actions from 1 to 5 in its importance to making the community better prepared for wildfire (1=not important, 5=very important)

_____ Clean up live and dead vegetation and yard debris around homes by individual property owners
_____ Better firefighting equipment
_____ Improved water supply – (i.e., expansion of public water systems, increased number of hydrants, installation of wells)
_____ Fuel treatments on public lands to reduce the amount of live and dead vegetation available to burn in a fire
_____ Community education on wildfire prevention and awareness



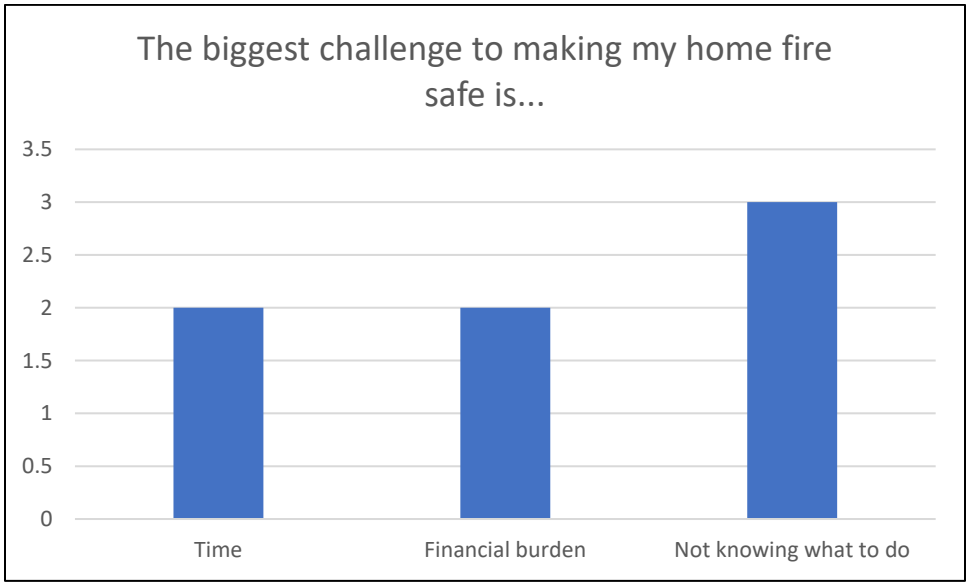
Question 6. My biggest challenge to making my home fire safe is…. (*select all that apply*)

_____ Time

_____ Financial burden of carrying out mitigation measures and maintaining clearance

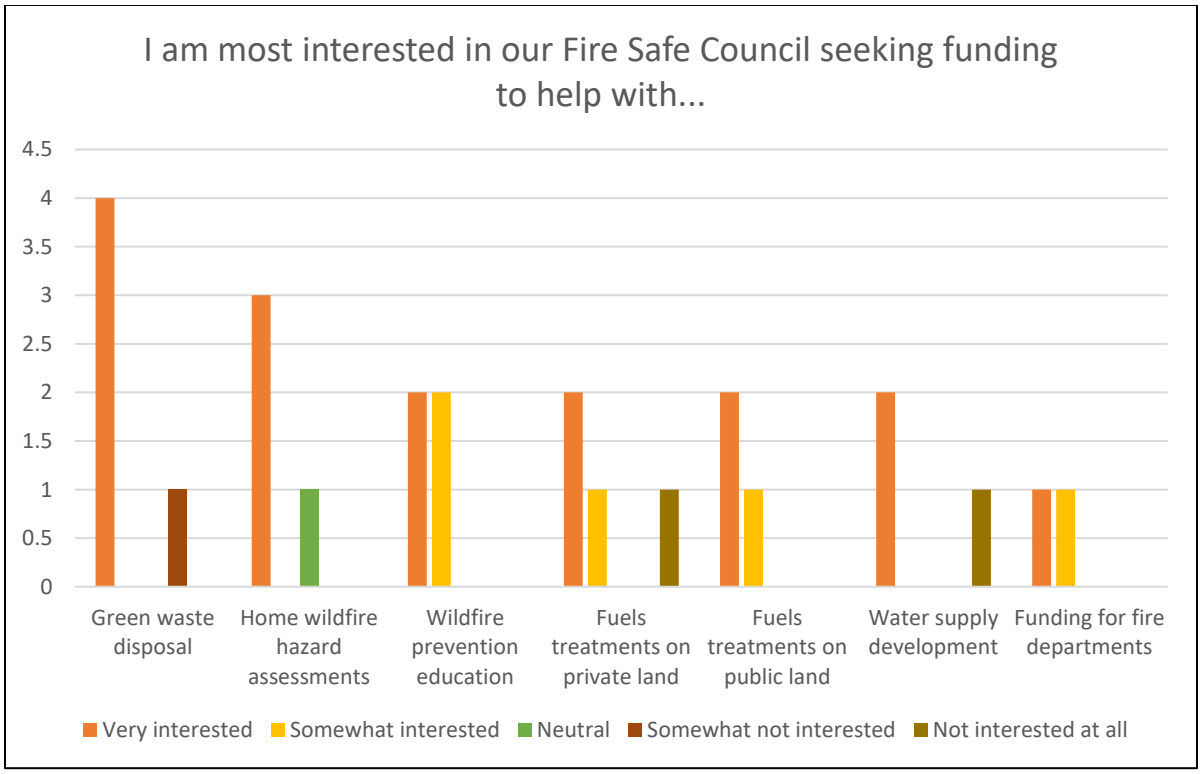
_____ Not knowing what to do

_____ Other: _____



Question 7. I am most interested in our Fire Safe Council seeking funding to help with: (*Please score 1-5, 1=not interested, 5=very interested*)

_____ Green waste disposal - (i.e., removal of leaves, branches, wood from cleared areas)
_____ Home wildfire hazard assessments
_____ Wildfire prevention education
_____ Timber/fuel treatments on private land
_____ Timber/fuel treatments on public land
_____ Water supply development - (i.e., extend public water systems, add additional hydrants, install fire wells, and acquire portable water supplies)
_____ Funding for fire departments - (i.e., to secure additional apparatus/equipment, fund training, fund additional staff)



Question 8. Do you burn on your property?

Yes _____
No _____

Two respondents answered "yes", though one of those answers referred to a wood stove.

Four respondents answered "no".

Question 9. Name any community resources you would most like to see prioritized for protection from wildfire (*e.g., natural areas, cultural sites, town infrastructure, parks, campgrounds*).

Please note that written comments and responses are in the project files and are available upon request.

Question 10. Any other comments?

Please note that written comments and responses are in the project files and are available upon request.

STAKEHOLDER OUTREACH

To convene an all-inclusive Core Team, SWCA, the Whitebark Institute, and 40 Acres FSC conducted extensive stakeholder outreach that consisted of emails, calls, video conferencing, and in-person meetings with personnel from the local government, private entities, fire organizations, and federal land managers (see Figure H.2).



Figure H.9. 40 Acres 2nd Core Team meeting (October 27, 2022).

APPENDIX I:

Project Recommendations

This page intentionally left blank.

Table I.1. Recommendations to Create Resilient Landscapes (Fuel Treatments)

Project ID	Status/Type	Priority (H,M,L)	Timeline for Action	Project Description	Location	Partners and/or Collaborating Agencies	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
CRL #1	Conceptual (potential future project)	H	Spring 2024	Selective thinning and removal of dead and downed vegetation, particularly light fuels (small branches, twigs, dead brush) along ditches and creeks. Consider selective and strategic removal of larger dead logs to enhance firefighter access.	Along ditches and creeks, focusing on the southwest ditch	40 Acres FSC, LADWP (to provide access and coordination), CDFW, BLM	• Work with CDFW to determine feasible projects • Treatment methods could include hand thinning and prescribed fire when appropriate • Consider creating breaks for fire apparatus access	• Limit the spread of wildland fire and increase access to water resources with strategic placement of fuel breaks • Provide for safe and effective wildfire response capabilities	• Frequent maintenance since riparian vegetation grows quickly	• CAL FIRE Forest Health Grants • California EPA Loans and Grants • U.S. Forest Service Community Wildfire Defense Grant (USFS CWDG) • California Climate Investments Fire Prevention Grant Program (CAL FIRE) • LADWP can provide letters of support for grant applications
CRL #2	Ongoing/in planning by the 40 Acres FSC	H	According to project schedule	Follow through with the planned fuel breaks on the north, east, and south sides of the community, as well as the Birchim Lane Evacuation Corridor Fuel Reduction project Refer to Figure 4.1	Eastern, northern, and southern boundaries	LADWP (to provide access and coordination), CAL FIRE, 40 Acres FSC	• Work with LADWP and CDFW to install fuel breaks on the north, east, and south sides of the community • Whitebark Institute to support as needed for compliance or coordination	• Create resilient landscapes and address potential for extreme wildfire behavior in and around the WUI • Protect life and property by mitigating fuels • Provide defensible space for firefighters protecting structures	• Regular maintenance is needed to ensure the fuel break remains clear of dense and flammable vegetation • Monitor for invasive species	• CAL FIRE Grant Programs • USFS CWDG
CRL #3	Conceptual (potential future project)	H	Fall 2024	Work with CDFW and BLM to install fuel breaks along the ditch to the southwest Refer to Figure 4.1	Southwest ditch	40 Acres FSC, CAL FIRE, BLM	• Search for natural breaks in vegetation to create fuel breaks up to a quarter mile upstream from 40 Acres • Align treatment with CDFW land management and habitat objectives	• Balance the reduction of hazardous fuels with the protection of wildlife habitat • Protect life and property by mitigating fuels	• Regular maintenance is needed to ensure the fuel break remains clear of vegetation. • Monitor for invasive species	• FEMA Building Resilient Infrastructure and Communities Grant (BRIC) • USFS CWDG Grants • CAL FIRE Grant Programs
CRL #4		H	Fall 2024	Increase workforce and firefighting personnel capacity	40 Acres and surrounding area	CAL FIRE	• Develop workforce to implement and maintain needed hazardous fuels projects and to perform defensible space inspections • Seek recruitment opportunities with non-profits such as the California Conservation Corps	• Reduce wildfire risk through greater capacity for wildfire projects • Create resilient landscapes and address potential for extreme wildfire behavior in and around the WUI.	• Assess capacity on an annual basis	• FEMA Staffing for Adequate Fire and Emergency Response • FEMA Assistance to Firefighters Grants • California Fire Foundation Grant Program • USFS CWDG
CRL #5		H	Spring 2024	Support fuel reduction efforts on private property by addressing green waste management	40 Acres	Inyo County, 40 Acres FSC, CAL FIRE, BLM	• County to investigate how to acquire, rent, or borrow a chipper from BLM or CAL FIRE • 40 Acres FSC to coordinate/ establish chipper days for the communities • Consider liability concerns if trained personnel are not on-site to operate equipment	• Support community defensible space efforts • Reduce fuel loading within the community	• Springtime, yearly	• CAL FIRE Forest Health Grants • Firewise Communities Grants • CFSC Grants • USFS CWDG
CLR #6	Ongoing/approved by the 40 Acres FSC	H	According to project schedule	Maintain the fuel break on the west side of 40 Acres Refer to Figure 4.1	40 Acres	BLM, CAL FIRE, 40 Acres FSC	• Continue to apply the current approach	• Create resilient landscapes and address potential for extreme wildfire behavior in and around the WUI	• As scheduled	• CAL FIRE Grant Programs • USFS CWDG Grants • FEMA Building Resilient Infrastructure and Communities Grant (BRIC)

Table I.2. Recommendations for Creating Fire-Adapted Communities (Public Education and Reducing Structural Ignitability)

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Partners and/or Collaborating Agencies	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FAC #1		H	Winter 2023	Inform the public on how to mitigate risk and damage from wildfire	40 Acres	40 Acres FSC,CAL FIRE, and Inyo County OES	• Create wildfire information and education documents for distribution • Increase awareness and knowledge through community workshops and training classes on defensible space, fire safe landscaping, and structural hardening concepts • Provide a printed list of mitigation measures to homeowners. Utilize Ready, Set, GO! Literature. Utilize list of actions broken down by cost • Provide community-specific homeowner education media, including videos (demonstration projects on private property) • 40 Acres FSC to engage new homeowners/renters to promote fire education for property residents, even if temporary • Work with fire departments to create a checklist of what responders look for during triage so the public can see what responders look for. • Ensure that all interactions result in follow up engagement by collecting contact information for residents interested in action. • Seek opportunities to work with the Whitebark Institute for defensible space and home hardening workshops and/or community demonstrations	• Reduce wildfire risk through community collaboration • Protect communities and valued resources by raising awareness of community residents and those staying in the area about actions that can prevent fires	• Review and revise strategy on an annual basis	• FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • EPA Environmental Education Grants • CAL FIRE Grant Programs • CFSC Grants • USFS CWDG
FAC #2		H	Fall 2023	Seek Firewise Community Certification for 40 Acres	40 Acres	40 Acres FSC	• Work with Firewise USA, the California FSC, and the Inyo County Wildfire Preparedness Coordinator to begin the process of Firewise certification if community supports involvement • Evaluate community interests in Firewise Certification • Conduct a cost-benefit analysis of forming a Firewise-certified community • Engage local, county, and state stakeholders	• Reduce wildfire risk through community collaboration • Facilitate access to funding and assistance • Develop a framework for action	• Maintain “good standing” by reporting work completed and accomplishments on an annual basis	• Firewise Grants • CFSC Grants • USFS CWDG
FAC #3		H	Spring 2024	Implement community events focused on vulnerable populations	40 Acres	40 Acres FSC and Inyo County OES	• Identify volunteers • Host a community-led day of yard cleanup with fire mitigation in mind to encourage large numbers within the community to carry out mitigation measures and implement defensible space • Residents to assist elderly, disabled, or vulnerable neighbors	• Reduce wildfire risk through greater adoption of Firewise and structure hardening measures	• Yearly, in preparation for the fire season • Conduct annual review to determine what works and what doesn’t	• FEMA BRIC Grants • CAL FIRE Grants • CFSC Grants • USFS CWDG

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Partners and/or Collaborating Agencies	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FAC #4		H	Fall 2024	Investigate 1) opportunities to offer financial assistance for defensible space work to seniors and low-income individuals and 2) how to use community-wide benefits to motivate individuals to create defensible space	40 Acres	Inyo County OES, 40 Acres FSC	• 40 Acres FSC to work with the County to identify funding opportunities • 40 Acres FSC to identify methods to incentivize homeowners to create defensible space • Identify grants for the FSC to hire contractors to perform defensible space work • Seek opportunities to partner with Team Rubicon (https://teamrubiconusa.org/) for free wildfire mitigation support	• Assist vulnerable populations with wildfire risk reduction • Support community defensible space efforts • Reduce fuel loading within the community	• Establish a program to determine frequency of activities	• Firewise Grants • CAL FIRE Wildfire Prevention Grants • CFSC Grants • USFS CWDG
FAC #5		H	Summer 2023	Involve second-home owners and absentee homeowners in wildfire education and mitigation efforts	40 Acres	Inyo County OES, 40 Acres FSC	• Inyo County Wildfire Preparedness Coordinator to use the county assessor's mailing list to pull contact information for second homes and absentee homeowners	• Encourage community-wide involvement in wildfire prevention and mitigation efforts	• Biannual	Not applicable
FAC #6		H	Spring 2023	Implement and maintain defensible space and structure hardening measures	40 Acres	Community residents and homeowners	• Implement defensible space standards in the community • Upgrade combustible construction materials to fire-resistive materials • Seek opportunities to partner with Team Rubicon (https://teamrubiconusa.org/) for free wildfire mitigation support	• Reduce wildfire risk through greater adoption of Firewise and structure hardening measures	• Yearly maintenance	• CAL FIRE Wildfire Prevention Grants • Firewise grants • CFSC Grants • USFS CWDG
FAC #7		M	Spring 2024	Establish relationships with non-profit and public agencies to increase capacity	40 Acres	40 Acres FSC and Inyo County OES	• Investigate opportunities to form relationships with non-profit agencies such as California Conservation Corps, American Conservation Experience, and Team Rubicon (https://teamrubiconusa.org/)	• Create resilient landscapes and address potential for extreme wildfire behavior in and around the community	N/A	Not applicable
FAC #8		M	Spring 2024	Conduct a community walkthrough	40 Acres	40 Acres FSC, CAL FIRE, BLM	• CAL FIRE and BLM staff to host a community walkthrough day with community residents to determine potential projects and needs for defensible space, fuel breaks, and fire response	• Increase wildfire preparedness and community safety • Engage and involve community members	• Conduct on an annual basis	Not applicable
FAC #9		M	Spring 2025	Address excess rubbish and debris on private properties	40 Acres	Inyo County OES, Inyo County Board of Supervisors	• Investigate the feasibility of establishing a County ordinance to mandate the clearing of hazardous rubbish and debris	• Decrease hazardous combustible materials from the community • Enhance community safety	N/A	Not applicable
FAC #10		H	Summer 2024	Establish a community pre-fire plan	40 Acres	40 Acres FSC, 40 Acres homeowners, CAL FIRE, Inyo County OES	• Collaboratively develop a pre-fire plan to facilitate neighbor to neighbor information sharing and emergency readiness • Make plans for pet and livestock evacuations (e.g., contacts for evacuation assistance and shelter locations) • Create a map with backup energy sources that are independent of the grid • Distribute pre-fire plans to all residents and place in Airbnb properties • Identify elderly residents that may need assistance with evacuation	• Promote community involvement • Improve community preparedness	• Yearly updates	• CAL FIRE Wildfire Prevention Grants • CFSC Grants • Firewise Grants • USFS CWDG

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Partners and/or Collaborating Agencies	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources

FAC #8		H	Spring 2024	Improve wildfire emergency notification systems and wildfire signage	40 Acres	Sheriff's Office and Inyo County OES	• Establish a reliable source (website or notification system) to relay alerts and messages quickly and consistently
							• Investigate the feasibility of upgrading internet capabilities for emergency notices
							• Inyo County to work with existing service providers to explore the feasibility of upgrading internet and communications infrastructure (e.g., cell coverage enhancements)
							• Inyo County to continue the process of upgrading the Inyo OES website
							• Encourage residents to sign up for public alert notifications through:
							  ○ WEA-Wireless Emergency Alert system on mobile devices (https://calalerts.org/wea.html#:~:text=WEAs%20are%20designed%20to%20get,sessions%20that%20are%20in%20progress)
							  ○ Inyo County Code Red Alert and Warning System (https://public.coderedweb.com/CNE/en-US/DAD807D480BF?isMobile=true)
								• Provide timely emergency alerts
								• Facilitate evacuation efforts
									• N/A	• County budget
										• CAL FIRE Wildfire Prevention Grants
										• Fire Management Assistance Grant (FMAG)
										• USFS CWDG

Table I.3. Recommendations for Safe and Effective Wildfire Response

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Partners and/or Collaborating Agencies	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
SEWR #1		H	Fall 2024	Identify roads and shelter-in-place locations and inform residents about evacuation procedures	40 Acres	40 Acres FSC, Inyo County OES	• Identify shelter-in-place locations and distribute maps to all residents • Distribute information regarding County-designated community shelters • Distribute evacuation materials using resources from CAL FIRE, Firewise, and Ready, Set, GO! • Increase education through community workshops and mock evacuation drills • Develop a map that clearly shows all roads with potential ingress and egress points into 40 Acres and distribute to all residents	• Improve wildfire response and readiness • Facilitate evacuation procedures	• Update as needed to reflect changes in evacuation routes and shelter-in-place locations	• EPA Environmental Education Grants • FEMA Fire Prevention and Safety Grants • Firewise Communities Grants • CAL FIRE Community Wildfire Prevention Grants • USFS CWDG
SEWR #2		M	Spring 2025	Expand coverage of Alert California live cameras	40 Acres	Alert California Core University Partners	• Investigate opportunities to install cameras where there is limited coverage	• Enhance wildfire response and readiness • Support early attack plans • Facilitate emergency notifications such as evacuation orders	• Follow existing maintenance schedule	• FEMA Building Resilient Infrastructure and Communities Grants • CAL FIRE Fire Prevention Grants • USFS CWDG
SEWR #3		H	Fall 2024	Improve wildfire emergency notification systems	40 Acres	Sheriff's Office and Inyo County OES	• Investigate the feasibility of installing a siren system in the community • Establish a reliable source (website or notification system) to relay alerts and messages quickly and consistently • Inyo County to continue the process of upgrading the Inyo OES website	• Provide timely emergency alerts • Facilitate evacuation efforts	• Periodic testing of siren system	• FEMA BRIC Grants • CAL FIRE Community Wildfire Prevention Grants • USFS CWDG
SEWR #4		H	Winter 2023	Create additional means of ingress and egress	40 Acres	40 Acres FSC, BLM	• Connect Ocean View Road to the BLM road to the west • Work with CAL FIRE to determine road width specifications and requirements	• Provide alternative evacuation routes • Provide additional access points for fire responders	• As needed to prevent encroachment of vegetation	• FEMA Fire Prevention and Safety Grants • FEMA BRIC Grants • CAL FIRE Community Wildfire Prevention Grants • USFS CWDG

SEWR #5		M	Summer 2023	Provide sufficient clearance between power lines and trees	40 Acres	40 Acres FSC, Southern California Edison (SCE), LADWP	• Utilize SCE's tree removal/maintenance program to maintain safe clearance between power lines/poles and trees
							  ○ Report hazard trees (trees that are in contact with powerlines or poles) at (800) 655-4555
							• Use LADWPs hotline to report hazard trees that are leaning and/or touching powerlines and poles (760) 873-0251
							  ○ LADWP patrols will evaluate reports and determine if treatment is needed
								• Reduce hazard tree encroachment
								• Enhance firefighter safety
									• As needed	• Not applicable

SEWR #6		M	Spring 2024	Maintain dirt roads and trails	40 Acres	CAL FIRE, BLM, Inyo County OES	• Maintain existing road and trail networks using mechanical treatments	• Provide access to fire personnel • Establish fuel breaks and fire containment lines	• Annually	• USFS Community Wildfire Defense Grant • CAL FIRE Community Wildfire Prevention Grants • FEMA BRIC Grants

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Partners and/or Collaborating Agencies	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
SEWR #7		M	Spring 2025	Assess existing water supply for fire suppression and develop a map of backup power sources		CAL FIRE, Inyo County OES	• Conduct an assessment of water resources in 40 Acres to determine whether improvements are needed • Identify backup power sources (e.g., solar power and generators) in the community and create a map to distribute to fire agencies and 40 Acres residents	• Protect life and property though improved firefighting response • Improve firefighter safety	• As needed	• FEMA BRIC Grants • USFS CWDG
SEWR #8		H	Spring 2024	Establish a dedicated Wildfire Preparedness Coordinator position for Inyo County	Inyo County	Inyo County	The Wildfire Preparedness Coordinator will serve to support: • Development of annual operating plans • Coordination and cooperation between agencies, organizations, and communities • Implementation of projects identified in this CWPP • Efforts regarding public outreach, awareness, and knowledge • Volunteer fire departments and FSCs with building capacity • Acquisition of grant funding • The Wildfire Preparedness Coordinator position is currently grant funded	• Enhance fire prevention and protection efforts • Protect communities and valued resources through code enforcement • Streamline wildfire mitigation efforts • Increase grant opportunities	• N/A	• County budget

APPENDIX J:

Fuel Treatment Types and Methods

This page intentionally left blank.

FUELS TREATMENT SCALES AND METHODS

DEFENSIBLE SPACE

Defensible space is perhaps the fastest, most cost-effective, and most efficacious means of reducing the risk of loss of life and property. Although fire agencies can be valuable in providing guidance and assistance, creating defensible space is the responsibility of the individual homeowner (Figure J.1).

The definition of defensible space via state and local codes, its maintenance by homeowners, and enforcement by fire agencies as needed is a common part of wildfire risk mitigation. The California State Board of Forestry issued General Guidelines for Creating Defensible Space in 2008, following a change that expanded defensible space clearance requirements from 30 to 100 feet around buildings and structures within SRAs or very high FHSZs within LRAs. PRC Section 4291 was amended in January 2021 to require an ember-resistant zone within 5 feet of the home/structure on or before January 1, 2023. This translates to having a clearance of 5 feet between the home/structure and any materials that would likely be ignited by embers (CAL FIRE 2022d).

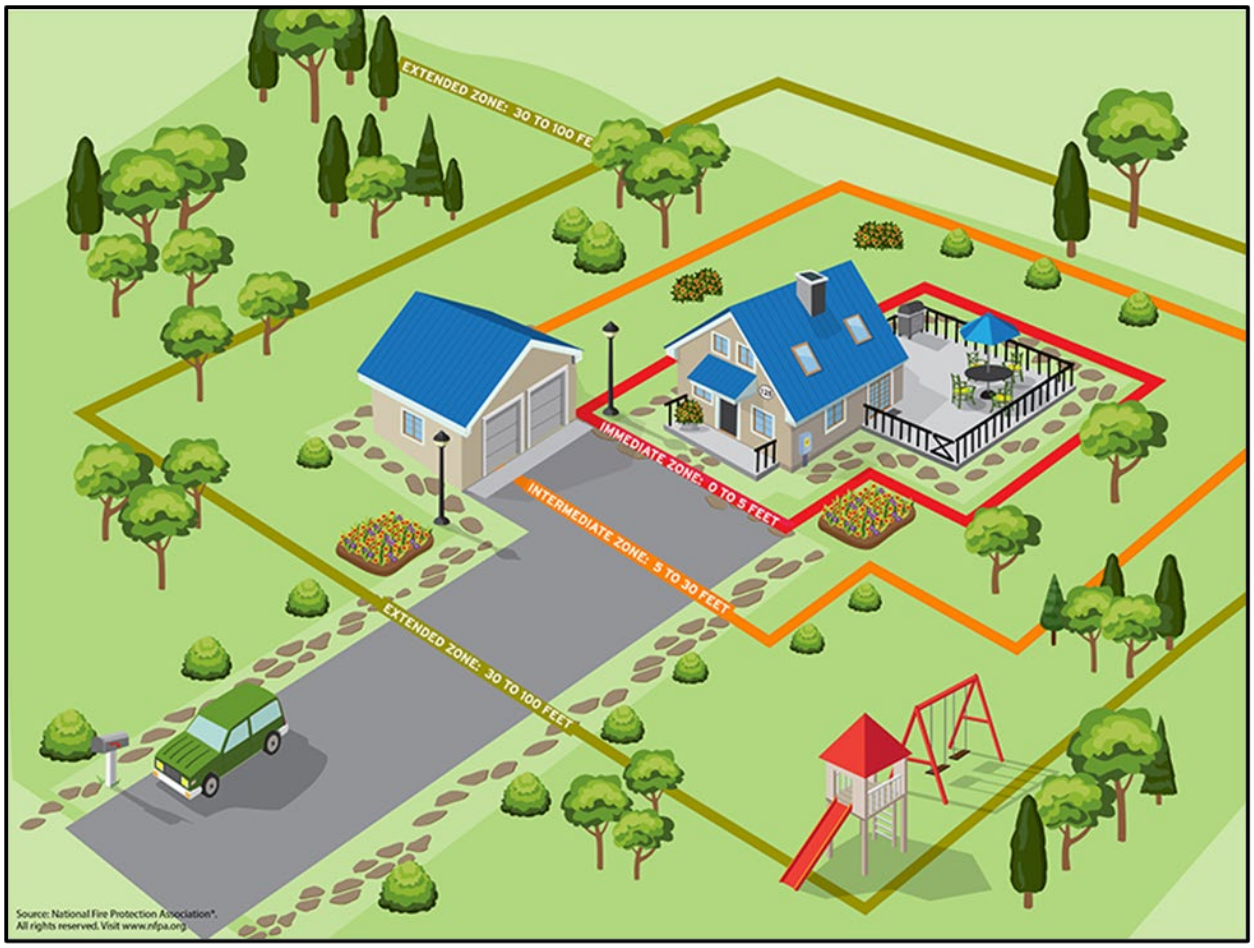


Figure J.1. Defensible space zones providing clearance between a structure and adjacent woodland or forest fuels.
Source: NFPA

Some aspects about WUI defensible space that are often overlooked include:

- The amount of defensible space needed may vary due to local conditions, such as slope, fuel density, building materials, or location.
- Fuel reduction has more to do with disrupting fuel continuity so that the spread of fire is impeded, rather than creating a denuded zone around a home. For example, pruning the lower limbs of trees creates a break between ground fuels and tree canopies, reducing the chances that a fire will move from a ground fire to a crown fire.
- Communities may wish to develop defensible space areas that are greater than 100 feet for even better protection; the code sets only a minimum distance. However, expanding treatments beyond property lines can only be done if allowed by state law, local ordinance, rule, or regulation.
- Defensible space also provides a safer environment within which firefighters can work. This environment is more than vegetation clearance; defensible space also involves emergency vehicle access, water supply, and clear street signs and addresses. All these factors, and many more as identified by previous community-level CWPPs, affect the usefulness of defensible space in structure protection.
- Vegetation fuel reduction projects require compliance with all federal, state, or local environmental protection laws.

Effective defensible space is an essentially fire-free zone adjacent to the home, a treated secondary zone that is thinned and cleaned of surface fuels, and (if the parcel is large enough) a transitional third zone that is basically a managed forest area (Figure J.2). These components work together in a proven and predictable manner. Zone 1 keeps fire from burning directly to the home; Zone 2 reduces the adjacent fire intensity and the likelihood of torching, crown fire, and ember production; and Zone 3 does the same at a broader scale, keeping the fire intensity lower by maintaining a more natural, historic condition (Figure J.2).

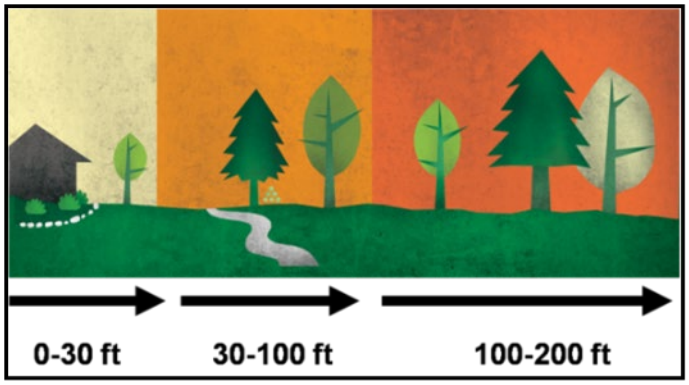


Figure J.2. Defensible space zones.
Source: Firewise.org

It should be emphasized that defensible space is just that—an area that allows firefighters to work effectively and with some degree of safety to defend structures. While defensible space may increase a home's chance of surviving a fire on its own, a structure's survival is not guaranteed, with or without firefighter protection. Nevertheless, when these principles are consistently applied across a

neighborhood, everyone benefits. The three zones for defensible space actions are described below (CAL FIRE 2022d):

Zone 0 – Immediate Zone, Ember Resistant**:** This zone is not currently required by state law. However, as of January 1, 2023, Assembly Bill 3074 will require the Board of Forestry and Fire Protection to develop the regulation for Zone 0. While not yet required, Zone 0 has been proven to be the most important defensible space zone for protecting a home against wildfire. This zone consists of the immediate area around a home and is defined as 0 to 5 feet from the property structure, including areas under and around all structure attachments, such as sheds or decks. Zone 0 requires the most stringent wildfire fuel reduction methods as actions taken within this zone can directly influence whether a property ignites. Recommendations for treating Zone 0 include (CAL FIRE 2022d):

- Use non-combustible landscaping materials, such as gravel in place of mulch.
- Clear all dead and dying debris from around a structure, including branches, dead leaves, pinecones, pine needles, grasses, and shrubs. Remember to check areas where the debris can accumulate, such as gutters, stairways, porches, and roofs.
- Clear all branches or vegetation within 10 feet of any chimney or stovepipe outlet.
- To keep vegetation within the 5-foot buffer around a structure, make sure plants are thoroughly watered, and keep non-woody, low-growing plant species if possible.
- Limit the use of combustible materials, such as outdoor furniture, on decks or patios.
- Relocate firewood or lumber to Zone 2.
- Replace structures attached to a home, such as fencing or gates, with non-combustible materials.
- If possible, keep garbage receptacles outside of Zone 0.
- If possible, keep all vehicles, boats, ATVs, and any other machines outside of Zone 0.

Zone 1 – Intermediate Zone, Clean and Green: Zone 1 consists of the first 30 feet from structures, including home, decks, garages, etc. If a property line extends less than 30 feet, Zone 1 is the distance from structures to the property line. This zone features fuel reduction efforts and serves as a transitional area between Zones 0 and 2. Recommendations for treating Zone 1 include (CAL FIRE 2022d):

- Remove all dead and dying vegetation, including vegetation debris such as leaf litter. Be sure to check roof and gutters as well.
- Maintain a minimum buffer of 10 feet between a chimney and any vegetation, including dead or overhanging branches. Be sure to remove all branches that hang over the roof.
- Maintain trees by trimming them regularly and keeping a minimum 10-foot buffer between tree canopies.
- Relocate fire or lumber to Zone 2.
- Trim or remove any flammable vegetation near windows.
- Remove any items or vegetation that could catch fire and ignite other property structures, such as vegetation under decks or stairs.
- Separate any items that could ignite, such as trees, shrubs, swing sets, patio furniture, etc.

Zone 2 – Extended Zone, Reduced Fuel: This zone encompasses an area 30 feet from a structure out to 100 feet, or the property line, whichever is closer. This zone addresses fuel reduction to prevent wildfires from spreading. Recommendations for treating Zone 2 include (CAL FIRE 2022d):

- Maintain all grasses to reach a maximum height of 4 inches.
- For shrubs or trees, maintain a distance between plants of at least two times a plant's size. Additional space between vegetation is needed for properties on slopes (Figure J.3).
    - Flat to mild slope (less than 20%): Minimum distance of 10 feet between trees and two times the size of other plants. Example: For shrubs 2 feet in diameter, at least 4 feet are needed between shrubs.
    - Mild to moderate slope (20%–40%): Minimum distance of 20 feet between trees and four times the size of other plants. Example: For shrubs 2 feet in diameter, at least 8 feet are needed between shrubs.
    - Moderate to steep slope (greater than 40%): Minimum distance of 30 feet between trees and six times the size of other plants. Example: For shrubs 2 feet in diameter, at least 12 feet are needed between shrubs.
- Create vertical space between vegetation by clearing all branches at least 6 feet from the ground for isolated trees, or for trees with nearby shrubs, clear at least 3 times the shrub height (Figure J.4).
    - Example: A 4-foot shrub is growing near a tree; a clearance of 12 feet (3 × 4) is needed between the top of the shrub and the lowest tree branch.
- Vegetation debris such as dead leaves, branches, twigs, pinecones, etc., may be allowed up to 3 inches in depth. However, it is best to remove vegetation debris.
- All wood or lumber piles must have a 10-foot buffer of bare mineral soil in all directions; no vegetation is allowed.

In addition to the recommendations listed above, CAL FIRE suggests maintaining a clearance zone of 10 feet around any outbuildings or liquid propane gas storage tanks, and an additional 10-foot clearance zone with no flammable vegetation (CAL FIRE 2022d).

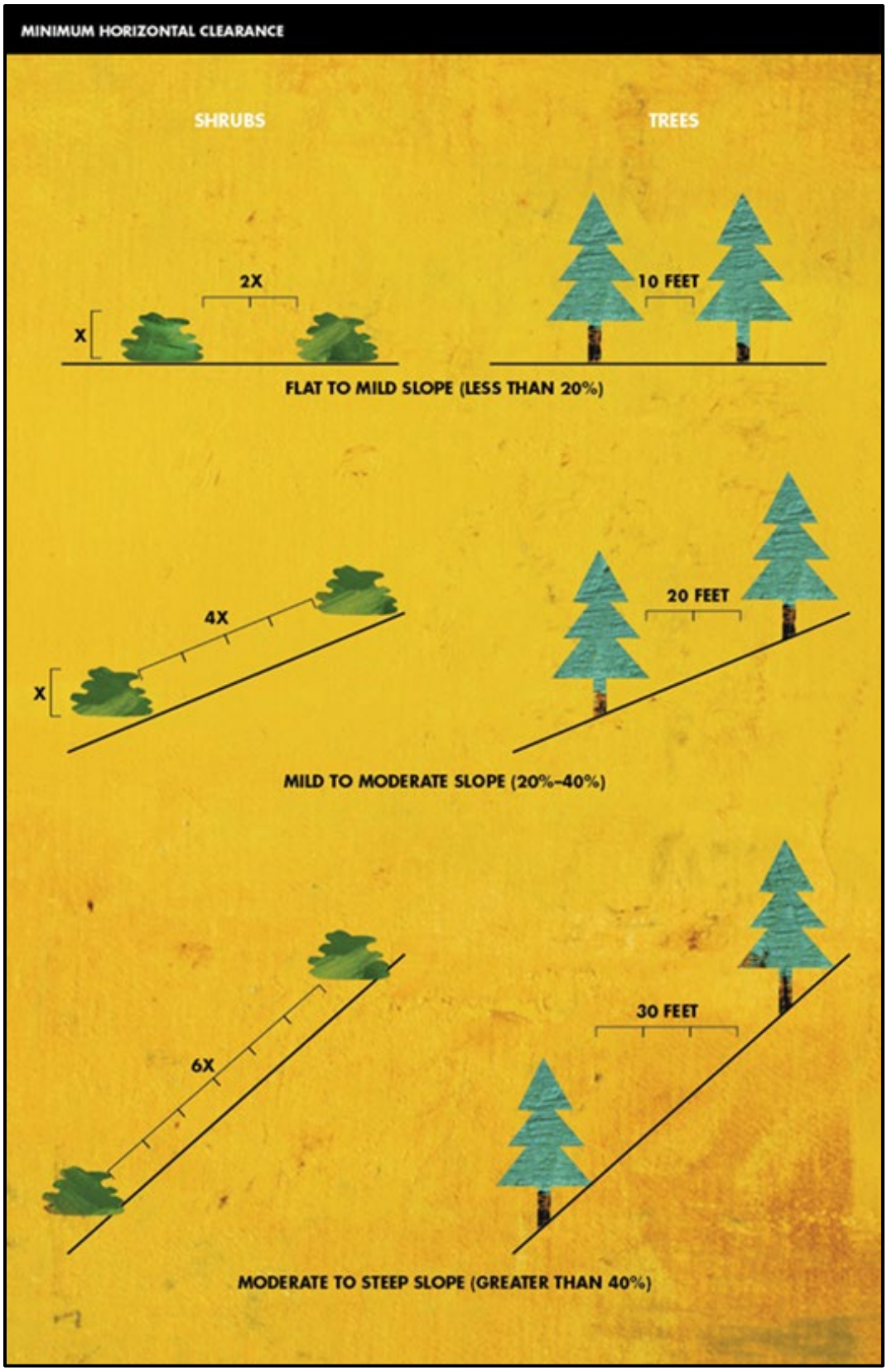


Figure J.3. Minimum horizontal clearance.
Source: CAL FIRE 2022

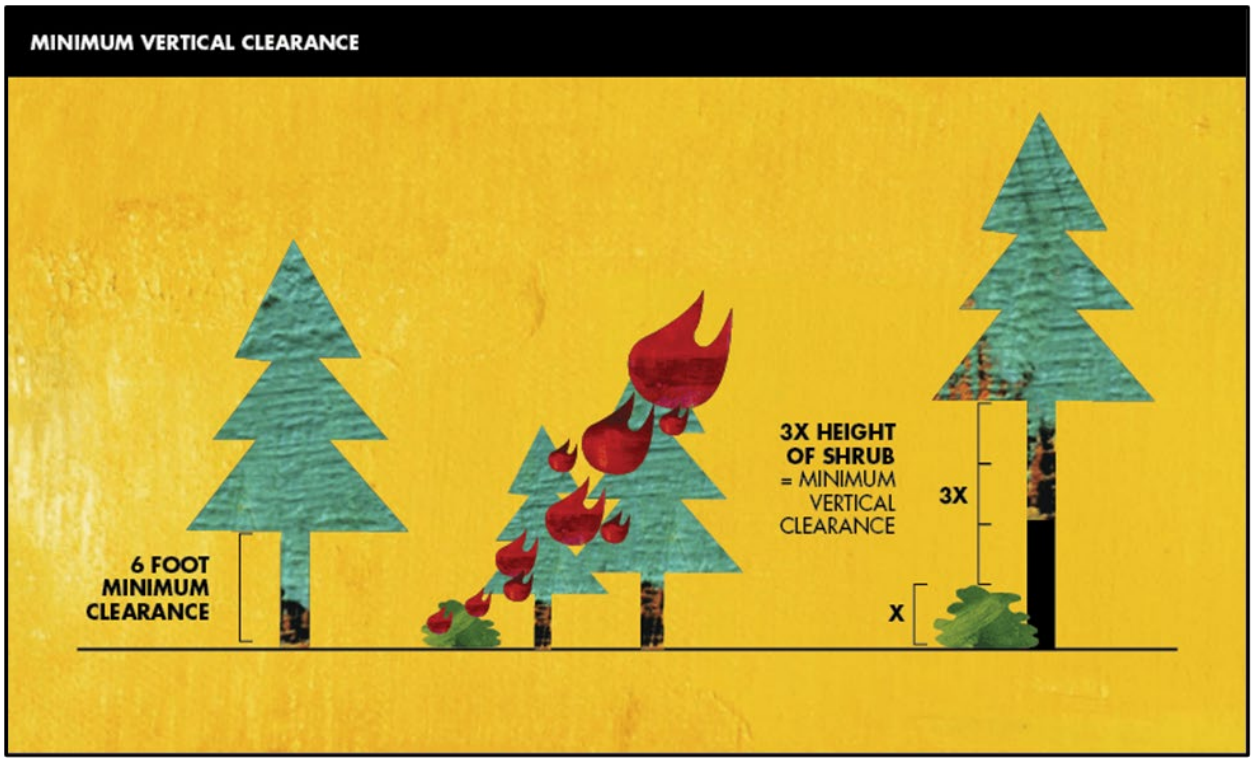


Figure J.4. Minimum vertical clearance.
Source: CAL FIRE 2022

Specific recommendations should be based on the hazards adjacent to a structure such as slope steepness and fuel type. Firewise guidelines and the Homeowner Resources appendix (see Appendix G) are excellent resources but creating defensible space does not have to be an overwhelming process. The NFPA offers a free Community Wildfire Risk Assessment Tutorial and an online learning module: Understanding the Wildfire Threat to Homes. Both tools are great resources for learning about, and implementing, defensible space.

Assisting neighbors may be essential in many cases. Homeowners should consider assisting the elderly, sharing ladders for gutter cleaning, and assisting neighbors with large thinning needs. Homeowner actions have been found to also motivate neighbors to act, increasing the scope of the wildfire mitigation across a community (Evans et al. 2015). Adopting a phased approach can make the process more manageable and encourage maintenance (Table J.1).

Table J.1. Example of a Phased Approach to Mitigating Home Ignitability

Year	Project	Actions
1	Basic yard cleanup (annual)	Dispose of clutter in the yard and under porches. Remove dead branches from yard. Mow and rake. Clean off roofs and gutters. Remove combustible vegetation near structures. Coordinate disposal as a neighborhood or community. Post 6-inch reflective address numbers visible from road.

Year	Project	Actions
2	Understory thinning near structures	Repeat basic yard cleanup. Limb trees up to 6–10 feet. Trim branches back 15 feet from chimneys. Trim or cut down brush. Remove young trees that can carry fire into forest canopy. Coordinate disposal as a neighborhood or community.
3	Understory thinning on private property along roads and drainages	Limb trees up to 6–10 feet. Trim or cut down brush. Remove young trees that can carry fire into forest canopy. Coordinate disposal as a neighborhood or community.
4	Overstory treatments on private property	Evaluate the need to thin mature or diseased trees. Prioritize and coordinate tree removal within neighborhoods to increase cost effectiveness.
5	Restart defensible space treatment cycle	Continue the annual basic yard cleanup. Evaluate need to revisit past efforts or catch those that were bypassed.

FUEL BREAKS AND OPEN SPACE CLEANUP

The next location priority for fuels treatments should be where the community meets wildland. This may be the outer margins of a town or an area adjacent to occluded open spaces such as a park. Fuel breaks (also known as shaded fuel breaks) are strips of land where fuel (for example, living trees and brush, dead branches, leaves or downed logs) has been modified or reduced to limit the fire's ability to spread rapidly. Fuel breaks should not be confused with firebreaks, which are areas where vegetation and organic matter are removed down to mineral soil. Shaded fuel breaks may be created to provide options for suppression resources or to provide opportunities to introduce prescribed fire. In many cases, shaded fuel breaks may be created by thinning along roads. This provides access for mitigation resources and firefighters, as well as enhancing the safety of evacuation routes.

LARGER SCALE TREATMENTS

Farther away from WUI communities, the emphasis of treatments often becomes broader. While reducing the buildup of hazardous fuels remains important, other objectives are often included, such as forest health and resiliency to catastrophic wildfire and climate change considerations. Wildfires frequently burn across jurisdictional boundaries, sometimes on landscape scales. As such, these larger treatments need to be coordinated on a strategic level. This requires coordination between projects and jurisdictions, as is currently occurring.

ACTION ITEMS FOR HOMEOWNERS TO REDUCE STRUCTURAL IGNITABILITY

Low or No Cost Investment (<$50)	Regularly check fire extinguishers and have a 100-foot hose available to wet perimeter.
	Maintain defensible space for 30 feet around home. Work with neighbors to provide adequate fuels mitigation in the event of overlapping property boundaries.
	Install an environmentally appropriate xeriscape yard instead of grass
	Screen vents with non-combustible meshing with mesh opening not to exceed nominal 1/8-1/16-inch size.
	Ensure that house numbers are easily viewed from the street.
	Keep wooden fence perimeters free of dry leaves and combustible materials. If possible, non-combustible material should link the house and the fence.
	Keep gutters free of vegetative litter. Gutters can act as collecting points for fire brands and ashes.
	Store combustible materials (firewood, propane tanks, grills) away from the house; in shed, if available.
	Clear out materials from under decks and/or stacked against the structure. Stack firewood at least 30 feet from the home, if possible.
	Reduce your workload by considering local weather patterns. Because prevailing winds in the area are often from the west-southwest, consider mitigating hazards on the west corner of your property first, then work around to cover the entire area.
	Seal up any gaps in roofing material and enclose gaps that could allow fire brands to enter under the roof tiles or shingles.
	Remove flammable materials from around propane tanks.

Minimal Investment (<$250)	When landscaping in the home ignition zone (HIZ) (approximately 30 feet around the property), select non-combustible plants, lawn furniture, and landscaping material. Combustible plant material like junipers and ornamental conifers should be pruned and kept away from siding. If possible, trees should be planted in islands and no closer than 10 feet to the house. Tree crowns should have a spacing of at least 18 feet when within the HIZ. Vegetation at the greatest distance from the structure and closest to wildland fuels should be carefully trimmed and pruned to reduce ladder fuels, and density should be reduced with approximately 6-foot spacing between trees crowns.
	Box in eaves, attic ventilation, and crawl spaces with non-combustible material.
	Work on mitigating hazards on adjoining structures. Sheds, garages, barns, etc., can act as ignition points to your home.
	Enclose open space underneath permanently located manufactured homes using non-combustible skirting.
	Clear and thin vegetation along driveways and access roads so they can act as a safe evacuation route and allow emergency responders to access the home.
	Purchase or use a National Oceanic and Atmospheric Administration weather alert radio to hear fire weather announcements.
Moderate to High Investment (>$250)	Construct a non-combustible wall or barrier between your property and wildland fuels. This could be particularly effective at mitigating the effect of radiant heat and fire spread where 30 feet of defensible space is not available around the structure.
	Construct or retrofit overhanging projections with heavy timber that is less combustible.
	Replace exterior windows and skylights with tempered glass or multilayered glazed panels.
	Invest in updating your roof to non-combustible construction. Look for materials that have been treated and given a fire-resistant roof classification of Class A. Wood materials are highly combustible unless they have gone through a pressure-impregnation fire-retardant process.
	Construct a gravel turnaround in your driveway to improve access and mobilization of fire responders.
	Treat construction materials with fire-retardant chemicals.
	Install a roof irrigation system.
	Replace wood or vinyl siding with nonflammable materials.
	Relocate propane tanks underground.

Additional resources regarding home hardening can be found in Appendix G.

FUEL TREATMENT METHODS

Several fuels reduction methods are outlined in the following narrative.

Several treatment methods are commonly used for hazardous fuels reduction, including manual treatments, mechanized treatments, prescribed fire, and grazing (Table J.2). This brief synopsis of

treatment options is provided for general knowledge; specific projects will require further planning. The appropriate treatment method and cost will vary depending on factors such as the following:

- Diameter of materials
- Proximity to structures
- Acreage of project
- Fuel costs
- Steepness of slope
- Area accessibility
- Density and type of fuels
- Project objectives

It is imperative that long-term monitoring and maintenance of all treatments is implemented. Post-treatment rehabilitation such as seeding with native plants and erosion control may be necessary. In addition, post-treatment fuel clean-up is a must as neglected piles of vegetation may result in increased fire risk.

Table J.2. Summary of Fuels Treatment Methods

Treatment	Comments
Machine mowing	Appropriate for large, flat, grassy areas on relatively flat terrain.
Manual treatment with chipping or pile burning	Requires chipping, hauling, and pile burning of slash in cases where lop and scatter is inappropriate. Pile burning must comply with smoke management policy.
Brush mastication	Brush species tend to re-sprout vigorously after mechanical treatment. Frequent maintenance of treatments is typically necessary. Mastication tends to be less expensive than manual (chainsaw) treatment and eliminates disposal issues.
Timber mastication	Materials up to 10 inches in diameter and slopes up to 30% can be treated. Eliminates disposal issues. Environmental impact of residue being left on-site is still being studied.
Prescribed fire	Can be very cost effective for public land but not close to the city. Ecologically beneficial. Can be used as training opportunities for firefighters. May require manual or mechanical pretreatment. Carries risk of escape. Unreliable scheduling due to weather and smoke management constraints.
Feller buncher	Mechanical treatment on slopes more than 30% or of materials more than 10 inches in diameter may require a feller buncher rather than a masticator. Costs tend to be considerably higher than masticator.
Grazing (goats)	Can be cost effective. Ecologically beneficial. Can be applied on steep slopes and shrubby and flashy fuels. Requires close management.

MANUAL TREATMENT

Manual treatment refers to crew-implemented cutting with chainsaws. Although it can be more expensive than mechanized treatment, crews can access many areas that are too steep or otherwise inaccessible with machines. Treatments can often be implemented with more precision than prescribed fire or mechanized methods allow. Merchantable materials and firewood can be removed while non-merchantable materials are often lopped and scattered, chipped, or piled and burned on-site. Care should be exercised to not increase the fire hazard by failing to remove or treat discarded material in a site-appropriate manner.

Strategic timing and placement of fuels treatments is critical for effective fuels management practices and should be prescribed based on the conditions of each treatment area. Some examples of this would be to place fuel breaks in areas where the fuels are heavier and in the path of prevailing winds and to mow grasses just before they cure and become flammable. Also, fuel reductions on slopes/ridgelines extending from the WUI to enhance community protection. In areas where the vegetation is sparse and not continuous, fuels treatments may not be necessary to create a defensible area where firefighters can work. In this situation, where the amount of fuel to carry a fire is minimal, it is best to leave the site in its current condition to avoid the introduction of exotic species.

MECHANIZED TREATMENTS

Mechanized treatments include mowing, mastication (ground-up timber), and whole tree felling. These treatments allow for more precision than prescribed fire and are often more cost-effective than manual treatment.

Mowing, including ATV and tractor-pulled mower decks, can effectively reduce grass fuels adjacent to structures and along highway rights-of-way and fence lines. For heavier fuels, several different masticating machines can be used, including drum- or blade-type masticating heads mounted on machines and ranging in size from a small skid-steer to large front-end loaders. Some masticators can grind standing timber up to 10 inches in diameter. Other masticators are more effective for use in brush or surface fuels. Mowing and mastication do not actually reduce the amount of on-site biomass but alter the fuel arrangement to a less combustible profile.

In existing fuel break areas maintenance is crucial especially in areas of encroaching shrubs or trees. In extreme risk areas more intensive fuels treatments may be necessary to keep the fire on the ground surface and reduce flame lengths. Within the fuel break, shrubs should be removed, and the branches of trees should be pruned from the ground surface to a height of 4 to 8 feet, depending on the height of the fuel below the canopy, and thinned with a spacing of at least two to three times the height of the trees to avoid movement of an active fire into the canopy.

Mechanical shears mounted on feller bunchers are used for whole tree removal. The stems are typically hauled off-site for utilization while the limbs are discarded. The discarded material may be masticated, chipped, or burned to reduce the wildfire hazard and to speed the recycling of nutrients.

GRAZING

Fuel modifications targeted toward decreasing both vertical and horizontal continuity in fuels is critical as a prevention method against fire proliferation. The primary objectives for these modifications are treating

surface fuels and producing low-density and vertically disconnected stands. Goat grazing is an effective, nontoxic, nonpolluting, and practically carbon-neutral vegetation treatment method. A goat grazing system typically consists of a high density of goats enclosed by a metallic or electrified fence guided by herders. Goats feed on a variety of foliage and twigs from herbaceous vegetation and woody plants (Lovreglio et al. 2014).

PRESCRIBED BURNING

Prescribed burning is also a useful tool to reduce the threat of extreme fire behavior by removing excessive standing plant material, litter, and wood debris while limiting the encroachment of shrubby vegetation. Where possible, prescribed fire could occur on public land since fire is ecologically beneficial to this fire-adapted vegetation community and wildlife habitat.

All prescribed fire operations will be conducted in accordance with federal and state guidelines, laws, and regulations. Public safety would be the primary consideration in the design of any prescribed burn plan so as to not negatively impact the WUI. Agency use of prescribed fire on public land would be carried out within the confines of the agency's fire management planning documents and would require individual prescribed burn plans that are developed for specific burn units and consider smoke management concerns and sensitive receptors within the WUI. Smoke monitors could be placed in areas where smoke concerns have been raised in the past.

Following any type of fuels reduction treatment, post-treatment monitoring should continue to ensure that management actions continue to be effective throughout the fire season. The vegetation within this ecosystem can change rapidly in response to drought or moisture from year to year and during the season, so fuels treatments should be adjusted accordingly. To learn more about firing techniques, visit the EFIRE Fire Techniques webpage: https://efire.cnr.ncsu.edu/efire/fire-techniques/.

Several burns may be needed to meet full resource management objectives, so a solid maintenance plan is needed to ensure success.

Cultural Burning

Within the Pacific West, fire has historically been a means forest management and restoration by Indigenous communities (Long et al. 2021). Cultural burning has been defined as the "purposeful use of fire by a cultural group (e.g., family unit, Tribe, clan/moiety, society) for a variety of purposes and outcomes," and is included under the terms Indigenous fire management, Indigenous burning, and Indigenous stewardship (Long et al. 2021).

Rather than focusing solely on fuel reduction, as a means of wildfire mitigation, cultural burning is done with a more holistic view, under the philosophy of "reciprocal restoration," meaning, as stewardship responsibilities to the land are fulfilled, those actions will in turn benefit the peoples who depend on those ecosystems (Long et al. 2021). Cultural burning is typically performed with a variety of objectives, such as landscape management, ecosystem and species biodiversity and health, transmission of environmental and cultural knowledge, ceremonies and spiritual wellbeing, a sense of place, and material services (i.e., food, medicine, plan materials, etc.). Extensive site preparation is typically done before a burn, and post-burn monitoring and additional cultural practices are a common factor of the land stewardship tradition (Long et al. 2021).

Impacts of Prescribed Fire on Communities

Prescribed fires can have impacts on air quality that may impact local communities. Impacts on a regional scale are typically only acute when many acres are burned on the same day. Local problems are occasionally acute due to the large quantities of smoke that can be produced in a given area during a short period of time. Residents with respiratory problems may be impacted during these burning periods since smoke consists of small particles of ash, partly consumed fuel, and liquid droplets that are considered air pollutants. Other combustion products include invisible gases such as carbon monoxide, carbon dioxide, hydrocarbons, and small quantities of nitrogen oxides. Oxides of nitrogen are usually produced at temperatures only reached in piled or windrowed slash or in very intense wildfires that are uncommon in the region. In general, prescribed fires produce inconsequential amounts of these gases. Inappropriate management of prescribed fires can be bothersome to residents, and it can negatively affect community health.

Smoke from burning vegetation produces air pollutants that are regulated by both the U.S. Environmental Protection Agency (EPA) and the state of California (EPA 2019). Additionally, smoke can increase ambient air pollution levels to a point where it exceeds air quality standards (California Air Resources Board [CARB] 2023). Therefore, effective smoke management is a vital component of planning and conducting prescribed fires (Figure J.5). The California Air Resources Board has smoke management guidelines that protect the health and welfare of Californians from the impacts of smoke (CARB 2001). In Inyo County, a permit from the local fire agency must be obtained to start a prescribed burn and can only do so during “permissive burn days,” which are determined by the State Air Resources Board or the local air district (Great Basin Unified Air Pollution Control District n.d.).

In addition, the NWCG released the NWCG Smoke Management Guide for Prescribed Fire in 2020 (NWCG 2020). This plan is designed to act as a guide to all those who use prescribed fire. Smoke management techniques, air quality regulations, public perception of prescribed fire, foundational science behind prescribed fire, modeling, smoke tools, air quality impacts, and more are all discussed in this plan. The document is meant to pair with NWCG’s Interagency Prescribed Fire Planning and Implementation Procedures Guide for planning and addressing smoke when prescribed fire is used (NWCG 2020). To view the plan, please visit: https://www.nwcg.gov/sites/default/files/publications/pms420-3.pdf.

Effects of smoke can be managed by burning on days when smoke will blow away from smoke-sensitive areas. Precautions are taken when burning near populated areas, highways, airports, and other smoke sensitive areas. Any smoke impact downwind is considered before lighting a fire. Smoke management is a significant component of all prescribed burn plans. Other mitigating actions include alerting the public of upcoming burning activities, including the purpose, best conditions for ensuring good smoke dispersal, duration, size, and location of projects. Local radio, newspapers, social media, and TV can provide broad coverage for alerts. Land management agencies in the Planning Area consistently work with concerned citizens regarding smoke management and attempt to provide solutions such as the placement of smoke monitors at sensitive sites.



Figure J.5. Photograph showing a prescribed pile burn in the Inyo National Forest.
Source: https://www.fs.usda.gov/detail/inyo/news-events/?cid=FSEPRD1074645

Thinning and Prescribed Fire Combined

Combining thinning and prescribed fire can be the most effective treatment (Graham et al. 2004). In forests where fire exclusion or disease has created a buildup of hazardous fuels, prescribed fire cannot be safely applied, and pre-burn thinning is required. The subsequent use of fire can further reduce residual fuels and reintroduce this ecologically imperative process.

MANAGEMENT OF NON-NATIVE PLANTS

The USDA maintains a list of introduced, invasive, and noxious plants by state (USDA 2022). Fuel treatment approaches should always consider the potential for introduction or proliferation of invasive non-native species as a result of management actions.

APPENDIX K:

Post-fire Response and Restoration

This page intentionally left blank.

POST-FIRE RESPONSE AND REHABILITATION

The recent increase in severe fires has highlighted the numerous complexities of post-fire response. Research indicates that high-severity burn areas may produce erosion and runoff rates 5 to 10 times higher than the rates produced by moderate-severity burn areas (Sierra Nevada Conservancy 2021). Following a fire, heavy rains may result in widespread floods carrying trees, boulders, and soil through canyons, ultimately damaging communities and critical infrastructure. In the region, the areas that are susceptible to debris flows and landslides include the base of the Sierra Nevada, particularly along alluvial fans and canyons (Inyo County and City of Bishop 2017).

There are many facets to post-fire recovery, including but not limited to:

- Ensuring public health and safety—prompt removal of downed and hazard trees, addressing watershed damage, and mitigating potential flooding.
- Rebuilding communities and assessing economic needs—securing the financial resources necessary for communities to rebuild homes, business, and infrastructure.
- Restoring the damaged landscape—restoration of watersheds, soil stabilization, and tree planting.
- Reducing fire risk in the future—identifying hazard areas and implementing mitigation.
- Prioritizing the needs of vulnerable and disadvantaged communities during response and disaster recovery efforts.
- Reducing post-fire recovery time by replanting native species.
- Ensuring fire protection measures enhance sustainability of restoration projects e.g., introducing prescribed fire to a fire-dependent ecosystem where fire had previously been excluded.
- Retaining downed logs for erosion control and habitat maintenance.
- Evaluating and updating disaster recovery plans every 5 years to respond to changing needs and characteristics of the community.
- Coordinating with planning, housing, health and human services, and other local, regional or state agencies to develop contingency plans for meeting short-term, temporary housing needs of those displaced during a catastrophic wildfire event.
- Incorporating forecasted impacts from climate change intro trends and projections of future risk and consideration of policies to address identified risk.
- Updating codes and ordinances to specify procedures and standards for planning and permitting the reconstruction of buildings destroyed by wildfire.

COMMUNITY RESPONSE AND RECOVERY

Recovery of the vegetated landscape is often more straightforward than recovery of the human environment. Assessments of the burned landscape are often well-coordinated through the use of interagency crews who are mobilized immediately after a fire to assess the post-fire environment and make recommendations for rehabilitation efforts.

For the community impacted by fire, however, there is often very little planning at the local level to guide their return after the fire. Residents impacted by the fire need assistance making insurance claims; finding temporary accommodation for themselves, pets, and livestock; rebuilding or repairing damaged property; removing debris and burned trees; stabilizing the land for construction; mitigating potential flood damage; repairing infrastructure; reconnecting to utilities; and mitigating impacts to health. Oftentimes, physical impacts can be mitigated over time, but emotional impacts of the loss and change to surroundings are long-lasting and require support and compassion from the community.

Emergency Assistance: Before, During, and After a Fire

Team Rubicon is a veteran-led humanitarian organization that serves communities around the world before, during, and after disasters such as earthquakes, floods, hurricanes, tornadoes, and wildfire. Team Rubicon focuses on serving vulnerable and at-risk populations affected by disasters, and all services are provided free of charge. Services include incident management, debris management, hazard mitigation, volunteer management, home repair, and emergency medicine. With respect to fire-related assistance, Team Rubicon assists with any action that would limit the impact of a wildfire, such as helping homeowners to make their home fire safe, providing staff to assist with mitigation projects (e.g., fuels reduction), and removing debris and hazardous trees (Team Rubicon 2022).

To find out more about Team Rubicon, please visit https://teamrubiconusa.org/capabilities-services/.

After the Fire

Rebuilding and recovery from wildfire can vary greatly across income levels and demographics. Rural areas, low-income neighborhoods, and immigrant communities generally do not have the necessary resources to cover insurance and rebuilding expenses that occur after a fire. Due to this, many of these areas take more time to recover than those with greater access to resources. In addition, the occurrence of wildfire can worsen existing mental health conditions and lead to post-traumatic stress (PTS), low self-esteem, and depression for at-risk populations (CA GOPR 2020).

Returning Home

First and foremost, follow the advice and recommendations of emergency management agencies, fire departments, utility companies, and local aid organizations regarding activities following the wildfire. Do not attempt to return to your home until fire personnel have deemed it safe to do so.

When driving, watch for trees, brush, and rock which may have been weakened or loosened by the fire. Be aware of any damage or debris on roads and driveways. Traffic may be delayed, or lanes closed due to firefighter operations. Use extreme caution around trees, power poles, and any other tall objects that may have been weakened by the fire (CAL FIRE 2020b).

Even if the fire did not damage your house, do not expect to return to normal routines immediately. Expect that utility infrastructure may have been damaged and repairs may be necessary. When you return to your home, check for hazards, such as gas or water leaks and electrical shorts. Turn off damaged utilities if you did not do so previously. Request that the fire department or utility companies turn the utilities back on once the area is secured. Similarly, water supply systems may have been damaged; do not drink from the tap until you have been advised that it is safe to do so. Finally, keep a “fire watch”;

look for smoke or sparks in houses and other buildings. Once at home, check for the following (CAL FIRE 2019b):

- Check the roof and exterior areas for sparks or embers
- Check grounds for hot spots, smoldering stumps, and vegetation
- Check for fire damage to your home, turn off all appliances and make sure the meter is not damaged before turning on the main circuit breaker
- Check the attic and throughout your house for any hidden burning sparks or embers
- Do not drink water from the faucet until emergency officials say it is okay, water supply systems can be damaged and become polluted during wildfires
- Discard any food that has been exposed to heat, smoke, flood water, or soot
- If you have a propane tank or natural gas, leave valves closed until the supplier or utilities can inspect your system
- If you have a solar electrical system, this system should be inspected by a licensed technician to verify that the solar panels and electrical wiring are safe for continued operation
- Consult local experts on the best way to restore and plant your land with fire-safe landscaping
- Contact 911 if any danger is perceived
- Ash contains toxic substances and may be irritating to the eyes, nose, throat, and skin. Ash is harmful to breathe and may trigger asthma attacks. Follow these tips to reduce your exposure to ash (California Department of Public Health 2017):
- Do not allow children to play in ash and wash off children's toys before children play with them.
- Immediately wash any part of your body that touches ash to avoid irritation.
- Wash fruits and vegetables from your garden thoroughly before eating them.
- Keep pets out of ash areas.
- Frequently clean indoor surfaces by wet mopping.
- Wear protective clothing and a respirator when working outside.

Insurance Claims

Your insurance agent is the best source of information for submitting a claim. It is recommended you take photos of your home, of both the inside and outside, in preparation of an emergency. Keep the photos in a safe place as this will make the insurance claim process easier. Most expenses incurred during the time you are forced to live elsewhere may be reimbursed, so be sure to keep all receipts. Additional items that may be covered are extra transportation costs to and from work or school, telephone installation, furniture rental, extra food costs, and water damage. Do not start any repairs without the approval of your claims adjuster (CDI 2021).

Natural disasters aren't always predictable, but there are steps homeowners can make to better prepare for an emergency.

- Review your insurance policy annually to see if your home is adequately insured

- Know your “loss of use” section – this covers living expenses should your home become unlivable due to fire, smoke, or otherwise

You can view a guide on creating a home inventory here: https://www.iii.org/article/how-create-home-inventory

Community Safety: Post-Fire Floods and Debris Flows

There are numerous natural hazards after a wildfire. Perhaps most dangerous are potential flash floods and landslides following rainfall in a burned area upstream of a community. Wildfires increase risk of flooding because burned soil is unable to absorb rainfall and it becomes hydrophobic. Factors that contribute to flooding and debris flows are steep slopes, heavy rainfall, weak or loose rock and soil, and improper construction and grading. Even small rainfall can cause a flash flood, transporting debris and damaging homes and other structures. Listen and look for emergency updates, weather reports, and flash flood warnings (California Department of Conservation 2019). Develop an evacuation plan with your family and stay away from waterways, storm channels, and arroyos. Be aware of your risk, pay attention to weather forecasts, listen to local authorities, and have a household inventory with copies of critical documents (California Department of Water Resources 2021).

Mobilizing Your Community

Wildfires that produce extensive damage require a community-scale response for recovery efforts. The local Emergency Manager will collaborate with state and federal partners to manage disaster response and urgent needs. Still, mobilizing a response and recovery team or a group of teams in a community can function as a vital part of the recovery procedure. Coordinated and informed direction throughout community-level volunteers and all levels of government are necessary for successful recovery (California Silver Jackets Team [California SJT] 2019).

As opposed to wildfire response, post-fire response is not typically managed by a unified state or federal team. Rather, each organization and each tier of government acts on its own authority. This produces a greater demand for coordination at the local level and the sharing of information between organizations to coordinate recovery efforts (California SJT 2019).

Residents throughout California are encouraged to join forces to create local Fire Safe Councils (FSCs) to minimize and prevent wildfire losses. FSCs are community-based organizations that mobilize residents to protect their properties, communities, and environments from disastrous wildfires. FSCs educate homeowners about community wildfire preparedness activities while collaborating with local fire officials to plan and implement projects that increase the wildfire resilience of their communities (CFSC 2021).

In addition, each community is encouraged to create its own type of a Post-Fire Coordination Group (PFCG) to direct the response to any ensuing post-wildfire natural hazards and aid in determining post-fire mitigation actions. The PFCG should work directly with local, state, or federal agencies, emergency response officials, and others to aid in a coordinated response. Primary duties of the PFCG include coordinating the exchange of information among agencies and the risk assessment, assembling and exchanging geospatial data, assisting public communications, and coordinating with elected officials (California SJT 2019).

Communities are also encouraged to establish a post-fire coordinator. The post-fire coordinator is appointed by the community to assist in a coordinated response to a wildfire and to aid the community’s post-fire recovery efforts. The post-fire coordinator is likely to collaborate with local, state, and federal organizations that participate in emergency response and post-fire recovery efforts. It is important that the

post-fire coordinator have demonstrated management, internet, and social media skills, community knowledge, and experience with government agencies and programs (California SJT 2019).

The recovery coordinator should become familiar with representatives from local, state, and government agencies that will be helping with coordination or funding of post-fire recovery. The following resources may be helpful for the post-fire and volunteer coordinators (California SJT 2019):

1. Housing
    a. FEMA
    b. Federal Housing Administration
    c. California Department of Housing and Community Development
    d. The Salvation Army
2. Debris Removal
    a. California Department of Resources Recycling and Recovery
    b. USACE
3. Debris Modeling
    a. USGS
4. Hazardous Waste and Pollution
    a. CalEPA
5. Pets and Livestock
    a. American Society for the Prevention of Cruelty to Animals
    b. CDFA
6. Food
    a. USDA Supplemental Nutrition Assistance Program
    b. California Department of Social Services, Disaster CalFresh
7. Social Services
    a. California Employment Development Department
    b. FEMA Disaster Unemployment Assistance
    c. U.S. Administration for Children and Families
    d. Office of Access and Functional Needs
    e. California Foundation for Independent Living Centers
8. Farm Rehabilitation
    a. Farm Service Agency
    b. USDA Rural Development Disaster Assistance
    c. Natural Resources Conservation Service (NRCS) General Environmental Quality Incentives Program Financial Assistance

9. General
    a. The American Red Cross
    b. California Governor's Office of Emergency Services
    c. USFS
    d. NPS
    e. CAL FIRE

Any large wildfire will also involve an Incident Command System (ICS), an appropriately sized team assigned to aid in post-fire recovery. Learn more are https://www.nps.gov/articles/wildland-fire-incident-command-system-levels.htm.

Communication

After a team is assembled and immediate tasks are identified, find the best way to spread information in your community. You may distribute flyers, set up a voicemail box, work to find pets or livestock that have been displaced, develop a mailing list for property owners, hold regular public meetings, etc. It is important that a long-term communications plan is developed (California SJT 2019). Applying the following steps can aid in successful communication (California SJT 2019):

- Convey post-wildfire hazards to the public.
- Develop and maintain emergency notification systems that allow authorized officials to alert residents of emergency situations.
- Public meetings to inform the public about programs and services available in the community.
- Determine the best way to relay information, e.g., phone calls, radio, TV, or social media.
- Find out how emergency response teams, local officials, and volunteers will communicate with the community.

Post-Fire Rehabilitation and Resources

Wildfires that cause extensive damage necessitate dedicated efforts to avert issues afterwards. As aforementioned, loss of vegetation increases soil susceptibility to erosion; water runoff may increase and lead to flooding; sediments and debris may be transported downstream and damage properties or saturate reservoirs putting endangered species and water reserves at risk (USFS 2021d). Following a fire, the primary priority is emergency stabilization to prevent additional damage to life, property, or natural resources. The soil stabilization work starts immediately and may proceed for up to a year. The rehabilitation effort to restore damage caused by the fire starts after the fire is out and may persist for various years. For the most part, rehabilitation efforts focus on the lands not likely to recover naturally from wildfire damage (USFS 2021d).

The USFS and the Department of the Interior (DOI) post-fire emergency stabilization program is called the Burned Area Emergency Response (BAER) program. The goal of the BAER program is to discover post-wildfire threats to human life and safety, property, and critical natural or cultural resources on USFS, DOI, and Tribal trust lands and take appropriate actions to mitigate unacceptable risks (NIFC 2022). BAER teams are composed of trained professionals in different fields: soil scientists, engineers, hydrologists, biologists, botanists, archaeologists, and others who quickly assess the burned area and advise emergency stabilization treatments (NIFC 2022).

The NRCS Emergency Watershed Protection (EWP) program provides technical and financial services for watershed repair on **public (state and local) and private land**. The goal is to reduce flood risk via funding and expert advice for land treatments. The EWP program can provide up to 75% of funds; remaining funds can be paid with in-kind volunteer labor (Coalition for the Upper South Platte [CUSP] 2016). This funding is used by the State Emergency Rehabilitation Team (a multi-agency group assembled by the NRCS) to develop specific recovery and treatment plans.

Examples of potential treatments include (USFS 2021e):

- Hillside stabilization (for example, placing bundles of straw parallel to the slope to slow erosion)
- Hazard tree cutting
- Felling trees perpendicular to the slope contour to reduce runoff
- Mulching areas seeded with native vegetation
- Stream enhancements and construction of catchments to control erosion, runoff, and debris flows
- Planting or seeding native species to limit spread of invasive species

The USFS provides a science-based framework to guide post-fire restoration efforts in National Forest System lands in California. The framework is based on a five-step process that leads to the development of a restoration portfolio that can inform project planning and monitoring (USFS 2021e). The framework is available at: https://www.fs.usda.gov/psw/publications/documents/psw_gtr270/psw_gtr270.pdf

A comparison of potential hillside, channel, and road treatments is available at: https://www.afterwildfirenm.org/post-fire-treatments/which-treatment-do-i-use

Specific Treatment Details

Hillslope Treatments

Cover Applications:

Dry mulch: provides immediate ground cover with mulch to reduce erosion and downstream flow.

Wet mulch (hydromulch): provides immediate cover to hold moisture and seeds on slopes using a combination of organic fibers, glue, suspension agents, and seeds (most effective on inaccessible slopes).

Slash spreading: provides ground cover to reduce erosion by felling trees in burned areas.

Seeding: reduces soil erosion over time with an application of native seed mixtures (most successful in combination with mulching). Breaking up and loosening topsoil to break down the hydrophobic layer on top of the soil is also effective.

Erosion Barrier Applications:

Erosion control mat: organic mats staked on the soil surface to provide stability for vegetation establishment.

Log erosion barrier: trees felled perpendicular to the hillslope to slow runoff.

Fiber rolls (wattles): rolls placed perpendicular to the hillslope to reduce surface flows and reduce erosion.

Silt fencing: permeable fabric fencing installed parallel to the slope contour to trap sediment as water flows down the hillslope.

Channel Treatments

Check dam: small dams built to trap and store sediment in stream channels.

In-channel tree felling: felling trees in a staggered pattern in a channel to trap debris and sediment.

Grade stabilizer: structures made of natural materials placed in ephemeral channels for stabilization.

Stream bank armoring: reinforcing streambanks with natural materials to reduce bank cutting during stream flow.

Channel deflector: an engineered structure to direct flow away from unstable banks or nearby roads.

Debris basin: constructed to store large amounts of sediment moving in a stream channel.

Road and Trail Treatments

Outsloping and rolling dips (water bars): alter the road shape or template to disperse water and reduce erosion.

Overflow structures: protect the road by controlling runoff and diverting stream flow to constructed channels.

Low water stream crossing: culverts replaced by natural fords to prevent stream diversion and keep water in the natural channel.

Culvert modification: upgrading culvert size to prevent road damage.

Debris rack and deflectors: structure placed in a stream channel to collect debris before reaching a culvert.

Riser pipes: filter out debris and allow the passage of water in stream channels.

Catchment-basin cleanout: using machinery to clean debris and sediment out of stream channels and catchment basins.

Trail stabilization: constructing water bars and spillways to provide drainage away from the trail surface.

These treatments and descriptions are further detailed at: https://afterwildfirenm.org/post-fire-treatments/treatment-descriptions

For more information about how to install and build treatments, see the Wildfire Restoration Handbook at: https://www.rmfi.org/sites/default/files/hero-content-files/Fire-Restoration-HandbookDraft_2015_2.compressed_0.pdf

Timber Salvage

Many private and federal landowners may decide to harvest trees killed in the fire, a decision that can be highly controversial. Trees remaining post-fire can be instrumental for soil and wildlife habitat recovery,

but dead standing trees may also pose safety concerns and fuel loadings may still be conducive to future high intensity wildfires. Burned soils are especially susceptible to soil compaction and erosion so it is recommended to have professionals perform the timber salvage. Several programs assist landowners with timber salvage, including the NRCS Environmental Quality Incentives Program (EQIP) (CUSP 2016).

Invasive Species Management and Native Revegetation

Wildfire provides opportunity for many invasive species to dominate the landscape because many of these species thrive on recently burned landscapes. It is imperative that landowners prevent invasive establishment by eradicating weeds early, planting native species, and limiting invasive seed dispersal (CUSP 2016).

Planting native seeds is an economical way to restore a disturbed landscape. Vegetation provides protection against erosion and stabilizes exposed soils. In order to be successful, seeds must be planted during the proper time of year and using correct techniques. Use a native seed mixture with a diversity of species and consider the species' ability to compete with invasive species. Before planting, the seedbed must be prepared with topsoil and by raking to break up the hydrophobic soil layer. If you choose to transplant or plant native species, consider whether the landscape has made a sufficient recovery to ensure the safety of the individuals (CUSP 2016).

Long-Term Community Recovery

On non-federal land, recovery efforts are the responsibility of local governments and private landowners. Challenges associated with long-term recovery include homes that were severely damaged or were saved but are located in high severity burn areas. Furthermore, homes saved but located on unstable slopes or in areas in danger of flooding or landslides present a more complicated challenge. Economically, essential businesses that were burned or were otherwise forced to close pose a challenge to communities of all sizes. Given these complications, rebuilding and recovery efforts can last for years, with invasive species control and ecosystem restoration lasting even longer (CUSP 2016). It is critical that a long-term plan is in place and there is sufficient funding and support for all necessary ecosystem and community recovery. To learn about more post-fire recovery resources, visit the After the Flames website here: https://aftertheflames.com/resources/.

INYO COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 2025-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO SUPPORTING THE 40 ACRES COMMUNITY WILDFIRE PROTECTION PLAN

WHEREAS, the 40 Acres community, located in Round Valley in northwestern Inyo County, is at elevated risk of wildfire due to frequent wind events, dense riparian vegetation, and proximity to recent large fires; and

WHEREAS, the Healthy Forest Restoration Act of 2003 encourages the development of Community Wildfire Protection Plans (CWPPs) through a collaborative process involving local, state, and federal agencies, utilities, and community members; and

WHEREAS, the 40 Acres Community Wildfire Protection Plan (CWPP) was finalized in 2023 through a collaborative planning process led by the 40 Acres Fire Safe Council and a multijurisdictional Core Team, with fiscal sponsorship provided by Whitebark Institute and funding from the California Fire Safe Council; and

WHEREAS, the CWPP includes a science-based risk assessment, identifies key vulnerabilities and high-risk areas, and outlines prioritized strategies for fuels reduction, defensible space, and vegetation management tailored to the 40 Acres community; and

WHEREAS, the CWPP is consistent with the goals and recommendations of the 2024 Inyo County Community Wildfire Protection Plan and the 2017 Inyo County and City of Bishop Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, implementation of the 40 Acres CWPP will improve wildfire preparedness and community resilience and may support eligibility for future state and federal funding;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo as follows:

1. The Board hereby supports the 40 Acres Community Wildfire Protection Plan as a guiding document for wildfire risk reduction efforts in the 40 Acres community.
2. The Board encourages continued collaboration among local, state, and federal partners, the 40 Acres Fire Safe Council, and Inyo County agencies to support implementation of the plan.
3. The Board authorizes staff to pursue funding opportunities and interagency coordination to advance priority projects identified in the CWPP.

PASSED AND ADOPTED this 8th day of July, 2025, by the Inyo County Borad of Supervisors, County of Inyo, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Scott Marcellin, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

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

July 8, 2025

Reference ID:
2025-506

Consideration of Board of Supervisors' Budget Narrative for Fiscal Year 2025-2026

Board of Supervisors

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Clerk of the Board	Assistant Clerk of the Board

RECOMMENDED ACTION:

Review and direct staff to make any desired changes to the narrative for the Fiscal Year 2025-2026 Board of Supervisors Budget Narrative.

BACKGROUND / SUMMARY / JUSTIFICATION:

Each budget for every department in the County is accompanied by a narrative when presented for approval each fall as part of the budget package. The narratives include departmental overviews and list successes from the prior fiscal year and goals for the new one.

Historically, the narrative for the Board of Supervisors budget (No. 010100) has been written by the Clerk of the Board (CAO) and/or the Assistant Clerk of the Board.

During the 2023-2024 budget hearings, the request was made that the narrative be developed more collaboratively with the Board. An identical agenda item was brought before the Board last year and input was received. Work has already commenced on the FY 25-26 budget; a rough draft of the Board of Supervisors' narrative portion is attached for your consideration.

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to review the document and provide associated comments, in which case Administration staff would finalize the narrative on the Board's behalf.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Administration

STRATEGIC PLAN ALIGNMENT:

N/A

APPROVALS:

Darcy Israel	Created/Initiated - 6/20/2025
Darcy Israel	Approved - 6/20/2025
Nate Greenberg	Final Approval - 6/27/2025

ATTACHMENTS:

1. Draft Board of Supervisors 25-26 Budget Narrative

GENERAL INFORMATION

Major Accomplishments

- Adopted a balanced and fiscally prudent budget that fulfilled key staffing requests, maintained vital public services, invested in infrastructure, preserved contributions to community events and projects, and also contributed funding to contingencies and reserves.
- Engaged with local, state, and federal agencies on the pressing issues of wildfire protection, forest infrastructure, sustainable recreation, reliable and affordable broadband for the entire county, and homelessness - as well as myriad other issues highlighted in a revamped Legislative Platform approved by the Board.
- Adopted Inyo County's first-ever Strategic Plan that identifies numerous goals and helps guide resources towards those priorities in the areas of Thriving Communities, Economic Enhancement, and High-Quality Services.
- Divested of surplus County land - and supported ongoing efforts to fine-tune zoning designations - in the name of economic development and in support of efforts to address the housing shortage.

Goals for Next Year

- Continue to support the goals of the Strategic Plan and direct resources toward priorities identified in the guiding document:

  - Thriving Communities (i.e., improved housing opportunities, enhanced social services, quality parks and recreation amenities, improved infrastructure)

  - Economic Enhancement (i.e., sustainable recreation, workforce/business development efforts, land-based business venture support, marketing, regional promotion and film permitting efforts)

  - High-Quality Services (i.e., staff recruitment strategies and efforts, effective public information dissemination, improved online services, improved internal systems that support County operations, addressing service gaps)

- Continue to support the Project Management Office as it guides projects to fruition that meet the goals of the Strategic Plan.

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

July 8, 2025

Reference ID:
2025-511

Appointment of a National Association of Counties Voting Delegate

Board of Supervisors

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Clerk of the Board	Assistant Clerk of the Board

RECOMMENDED ACTION:

Appoint a voting delegate from the Board of Supervisors for the 2024 Annual Business Meeting and Election to be held during the National Association of Counties' 90th Annual Conference in Philadelphia, PA on Monday, July 14, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

Voting delegates and proxies decide all business, motions, and the election of officers during the National Association of Counties (NACo) Annual Business Meeting. This year's meeting is scheduled for Monday, July 14. NACo members vote on proposed amendments to association bylaws, NACo's policy agenda and elect NACo officers for the coming year. The second vice president is typically the only contested position.

NACo members are encouraged to authorize only one voting delegate per county and must also provide the cell phone number of the voting delegate.

A county's vote total is determined by the amount of dues paid, which is based on the population of the 2020 census. Every county receives one vote and is allotted an additional vote for each $1,200 paid in dues. According to this formula, Inyo County receives one vote.

Inyo County is under no obligation to designate a voting delegate. If a member county would like to proxy their vote, they may authorize another member county in the same state to cast proxy votes for the county or their state association president or president's designee.

The Board's current NACo representative is Supervisor Orrill, with Supervisor Roeser serving as alternate.

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Inyo County is under no obligation to designate a voting delegate and may authorize another member county to serve as its proxy.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services I High-Quality County Government Services

APPROVALS:

Darcy Israel	Created/Initiated - 6/20/2025
Darcy Israel	Approved - 6/20/2025
Nate Greenberg	Final Approval - 6/27/2025

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

July 8, 2025

Reference ID:
2025-453

Agricultural Commissioner/Wildlife Services Workshop

Agricultural Commissioner

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Nathan Reade, Ag Commissioner	Nathan Reade, Ag Commissioner

RECOMMENDED ACTION:

Conduct workshop with the Agricultural Commissioner and United States Department of Agriculture (USDA) California State Director on the USDA Wildlife Services program activities in counties and provide any follow-up direction to staff as necessary.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Agricultural Commissioner's Department has explored several possibilities through the years involving the creation of a program to respond to wildlife issues, including public safety, protection of livestock and private property, disease threats, and protection of threatened and endangered species. Throughout California, most County Agricultural Commissioner Departments have some sort of wildlife services program housed within the department, some purely county programs, but most cooperative programs with the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS). These programs provide specialists that can help with a variety of wildlife/human conflicts using innovative and typically nonlethal means.

A few considerations have brought this conversation back to the forefront. First, when the possibility of a wildlife services program was initially considered, several counties with programs were being sued over California Environmental Quality Act (CEQA) compliance, and so it seemed prudent to wait until these challenges were litigated. Recently, statewide CEQA compliance was met with a programmatic Environmental Impact Report (EIR)/Environmental Impact Statement (EIS). This document also provides National Environmental Policy Act (NEPA) compliance, which provides coverage on federal lands, which are 92% of Inyo County and 94% of Mono County. Second, wolf predation on commercial livestock in California has been on the rise after the reintroduction of wolves into the state. Collared wolves have been tracked traveling through Mono County in the past, and a pack currently exists just to the east of Inyo County in Tulare. With the high probability of wolves crossing into Inyo and Mono counties, it seems prudent to proactively begin planning and taking measures to reduce conflicts between wolves and local agricultural producers.

Adopting a program in Inyo and Mono Counties could also provide predator control for Sage Grouse, and could provide a quick response to resident concerns and complaints about bears, skunks, mountain lions, and other wildlife. These programs also help with disease tracking throughout the state. Having a cooperative agreement with USDA also has the benefit of Inyo and Mono Counties being able to share the cost of this resource with other cooperating counties, and being able to adjust our needs as there are

more or less wildlife issues without hiring a county employee. USDA pays 25% of the total cost, with the counties splitting the other 75% if they choose to move forward with an agreement. Activities under this contract are gas tax reimbursable, and so, after the first year, each county would be returned about 40% of the counties' costs in gas tax revenue.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	023300
Budgeted?	Not at this time	**Object Code**	
Recurrence	One-Time Expenditure / Ongoing Expenditure		

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $30,000 per county for FY 25/26
Future Fiscal Year Impacts
Up to $18,000 per county after gas tax reimbursement for future years.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This is an informational item only, however, the Board could choose to not receive this presentation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

USDA Wildlife Services

STRATEGIC PLAN ALIGNMENT:

High Quality Services I Public Safety and Emergency Response

APPROVALS:

Nathan Reade	Created/Initiated - 6/2/2025
Darcy Israel	Approved - 6/3/2025
Nathan Reade	Approved - 6/3/2025
John Vallejo	Approved - 6/3/2025
Amy Shepherd	Approved - 6/9/2025
Nate Greenberg	Final Approval - 6/27/2025

ATTACHMENTS:

1. Mono and Inyo Budget Letter

United States Department of Agriculture

United States Department of Agriculture

Wildlife Services

3419-A Arden Way
Sacramento, CA
95825

Date: May 22, 2025

Subject: FY 2025-2026 Wildlife Services Budget Request

Commissioner Reade,

USDA-APHIS-Wildlife Services California (WS-California) appreciates the support of Mono and Inyo Counties and the opportunity to provide service. WS-California is grateful for the collective support of the California Agricultural Commissioners and Sealers Association (CACASA), cooperators, and stakeholders who support our services as we start this budget session.

Our proposed budget request estimate (see attachment) for July 1, 2025 – June 30, 2026, is $**60,000**. The attached budget sheet is only an estimate based on the amount of state and federal funds that WS is currently proposed to receive. Per your request and the need of the county residents we are providing the following proposal for Wildlife damage management work in Mono and Inyo counties. Please keep in mind, WS-California is dedicated to providing you with the highest level of professional wildlife damage management services for bear, mountain lion, coyote, wolves, skunk, fox, avian species, beaver conflicts as well as other species. As we continue to experience funding constraints within our agency, we recognize and are keenly aware of the continued increase of funding challenges for the County Officials as well. Our intent is to work with the Counties throughout the budget process and adjust service delivery if necessary to the level of funding the county approves.

The attached budget sheet identifies the amount of state and federal funds which we anticipate being available in July to offset the costs to the county for the new budget year. This amount of funding is based upon our current federal budget projections. The equitable distribution of federal funds ("Shares") is proportional to the amount of funding provided by each county for the prior year.

Thank you for the continued support of the USDA-APHIS-Wildlife Services program. WS-California looks forward to continuing to provide service. Should you have any questions please contact the California State Director Jeffrey B. Flores at (916) 532-1507 or District Supervisor Barry Lowry (661) 768-8500.

Sincerely,

JEFFREY FLORES

Digitally signed by JEFFREY FLORES
DN: c=US, o=U.S. Government, ou=Department of Agriculture, cn=JEFFREY FLORES, 0.9.2342.19200300.100.1.1=12001000186135
Date: 2025.05.23 11:04:07 -07'00'

Jeffrey Flores
California State Director

Attachments: Financial Plan Mono and Inyo Counties

An Equal Opportunity Provider and Employer

FINANCIAL PLAN
For the disbursement of funds from
Mono and Inyo Counties
to
USDA APHIS Wildlife Services
for
County agricultural work
from
7/1/2025
to
6/30/2026

Cost Element		**Cost to Cooperator**	Estimated Cost Share (Federal and State)	Full Cost
Personnel Compensation		**$35,791.72**	$18,700.48	$54,492.20
Vehicles		**$4,102.45**	$1,000.03	$5,102.47
Other Services		**$4,924.25**	$300.01	$5,224.26
Supplies and Materials		**$2,369.94**	$-	$2,369.94
Subtotal (Direct Charges)		**$47,188.36**	$20,000.52	$67,188.88
Pooled Job Costs	11.00%	**$5,190.72**		$5,190.72
Indirect Costs	16.15%	**$7,620.92**		$7,620.92
Agreement Total		**$60,000.00**	**$20,000.52**	**$ 80,000.52**

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: $60,000.00. The Cost Share amount is $20,000.52. This is an estimate based on available State and Federal funding and may be adjusted accordingly.

An Equal Opportunity Provider and Employer