



INYO COUNTY BOARD OF SUPERVISORS

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



DAVID FRASER

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD

AGENDA

Board of Supervisors Room - County Administrative Center

224 North Edwards, Independence, California

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

REGULAR MEETING

March 3, 2026

8:30 A.M.

1) Public Comment on Closed Session Item(s)

Comments will be accepted at this time related strictly to items on the Closed Session portion of the agenda. Comments will be limited to three minutes.

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 – County Administrative Officer David Fraser, Assistant County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.

3) Public Employee Performance Evaluation – Pursuant to Government

Code §54957 – Title: County Administrator.

4) Public Employee Performance Evaluation – Pursuant to Government

Code §54957 – Title: County Counsel.

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) Pet Adoption Spotlight** - Inyo County Animal Services staff will introduce pets currently available for adoption at the Animal Shelter.
 - 8) Introductions** — The following new employees will be introduced to the Board:
 - **Administration:** County Administrative Officer David Fraser
 - **Clerk-Recorder:** Office Technician Shyann Harvey
 - **Health & Human Services:** Food Cook Andrea Herrmann, Residential Caregiver Kerrie Michele Bohunovsky, Social Worker James Piper, and Registered Nurse Anita Richardson
 - **Personnel:** Office Technician Deisy Linares
 - **Sheriff:** Deputy Richard Marchant and Food Cook Tamra Riesen
 - 9) Public Comment**

Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.
 - 10) Board Member Reports**

The Board will provide updates on recent or upcoming meetings, important issues discussed or to be discussed at those meetings, and any projects being explored.
 - 11) County Department Reports**

CONSENT AGENDA

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

- 12) Approval of Minutes from the Regular February 3 and February 17 Board of Supervisors Meetings**

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the regular February 3 and February 17 Board of Supervisors meetings.

13) Golden Mussel Infestation Prevention Ordinance

County Counsel/County Administrator | John Vallejo

Recommended Action:

Approve Ordinance 1326, titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California Creating Inyo County Code Chapter 10.70 Pertaining to the Establishment of a Mandatory Water Vessel Inspection and Decontamination Program."

14) Drinking Driver Program Service Agreement with Alpine County

Health & Human Services | Anna Scott

Recommended Action:

Approve the agreement between the County of Inyo and County of Alpine for the provision of Drinking Driver Program services in an amount not to exceed \$8,000 for the period of March 1, 2026 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

15) Willdan Engineering Contract Amendment No. 3 for Plan Checking Services

Public Works | Michael Errante

Recommended Action:

Approve Amendment No. 3 to the contract between the County of Inyo and Willdan Engineering of San Bernardino, CA increasing the contract to an amount not to exceed \$60,000.00 and extending the term end date from June 30, 2026, to June 30, 2027, and authorize the Chairperson to sign.

REGULAR AGENDA

16) Surplus Vehicle Donation

County Administrator - Motor Pool | Tim Bachman

3 minutes

Recommended Action:

- A) Declare two (2) 2016 Ford Expeditions (Asset Nos. 9782 and 9783) surplus and no longer needed for County use; and
- B) Approve the donation of said 2016 Ford Expeditions to Southern Inyo Fire Protection District pursuant to Government Code Section 25365 (4/5ths vote required).

17) Modification of the Inyo County Groundwater Transfer Ordinance

County Counsel | John Vallejo

10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Introduce, read title, and waive further reading of Ordinance 1327 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 March 17, 2026, in the County Administrative Center, 224 N. Edwards, Independence;
- C) Review proposed Resolution No. 2026-07, 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 1327," and provide any direction to staff regarding the proposed changes to be brought forward concurrent with the adoption of the ordinance; 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) New Online Resource for Special District Compliance

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

Recommended Action:

Receive and provide feedback on the new resource web page for local special districts.

11 A.M. 19) Public Hearing and Resolution Adopting General Plan Amendment 2025-06/Environmental Justice Element

Planning Department | Cathreen Richards
15 minutes

Recommended Action:

Receive a presentation from staff regarding General Plan Amendment (GPA) 2025-06/Environmental Justice Element; conduct a public hearing; provide comments; and approve Resolution No. 2026-08, 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 to Respect to and Approving General Plan Amendment No. 2025-06/Inyo County – Environmental Justice Element," and authorize the Chairperson to sign.

20) 2025 General Plan Progress Report

Planning Department | Cathreen Richards
5 minutes

Recommended Action:

Review the General Plan Annual Progress Report (APR) and direct staff to submit it to the State Department of Housing and Community Development and the Office of Planning and Research.

ADDITIONAL PUBLIC COMMENT

21) Public Comment

Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.

CORRESPONDENCE - INFORMATIONAL

22) Sheriff - Fiscal Year 2025-2026 Quarter 2 Overtime Report.



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DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 3, 2026

Reference ID:
2026-148

Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: County Counsel. County Administrator - Personnel

NO ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Closed Session Evaluation — County Counsel

BACKGROUND / SUMMARY / JUSTIFICATION:

Closed Session Evaluation — County Counsel

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure	Sole Source?	Yes / No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$XXX for the period between XXX and XXX
Future Fiscal Year Impacts
Up to \$XXX for the period between XXX and XXX or N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Quality County Employees
High Quality Services | High-Quality County Government Services

APPROVALS:

Keri Oney	Created -
Darcy Israel	-
Keri Oney	-
Amy Shepherd	-
Keri Oney	-
John Vallejo	-
David Fraser	-

ATTACHMENTS:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Feb 9	10	11	12	13	14	15
<p>Cutoff to get on March 3 agenda</p> <p>2:00pm Agenda Review</p> <p>6:00pm Bishop City Council Meeting; City Hall</p>	<p>Publishing Feb. 17 Agenda</p> <p>10:00am L.A. City Council Meeting; Ci...</p> <p>10:00am LADWP Board of Commissio...</p> <p>4:30pm SIH Board of Directors Meeti...</p>	<p>CSAC Challenge Award Dinner; Sacra...</p> <p>10:00am Indian Wells Valley Ground...</p> <p>10:00am L.A. City Council Meeting; Ci...</p> <p>10:00am RCRC Executive Committee ...</p>	<p>CSAC Board of Directors Meeting; Sacramento</p> <p>3:00pm Farm to Table Market; Bishop United Methodist Church</p>	<p>10:00am L.A. City Council Meeting; City Hall</p>		
	+2	+2				
16	17	18	19	20	21	22
<p>PRESIDENTS' DAY</p>	<p>Board Meeting - Mid-Year Budget</p> <p>9:00am Mono County Board of Supervisors; Mono Lake Room, Mono County Civic Center</p> <p>10:00am L.A. City Council Meeting; City Hall</p>	<p>7:30am LTC Meeting; Independence</p> <p>8:30am ESCOG; Mammoth Council C...</p> <p>9:00am Juvenile Justice Coordination...</p> <p>10:00am L.A. City Council Meeting; Ci...</p>	<p>Deadline to Complete Items for March 3 Agenda</p> <p>2:30pm Fish & Wildlife Commission Meeting</p> <p>3:00pm Farm to Table Market; Bishop...</p> <p>6:00pm SIFPD Board Meeting; Comm...</p>	<p>Board at NACo Leg Conference; D.C.</p>		
		+2				
23	24	25	26	27	28	Mar 1
<p>2:00pm Agenda Review</p> <p>6:00pm Bishop City Council Meeting; City Hall</p>	<p>Board at NACo Leg Conference; D.C.</p> <p>Publishing March 3 Agenda</p> <p>10:00am L.A. City Council Meeting; City Hall</p> <p>11:00am LADWP Board of Commissioners</p>	<p>10:00am L.A. City Council Meeting; City Hall</p> <p>6:00pm City of Bishop Parks & Rec Meeting; City Hall</p>	<p>3:00pm Farm to Table Market; Bishop United Methodist Church</p>	<p>10:00am L.A. City Council Meeting; City Hall</p>		
2	3	4	5	6	7	8
<p>2:00pm Agenda Review</p>	<p>Board Meeting</p> <p>9:00am Mono County Board of Supervisors; Mono Courthouse, Brid...</p> <p>10:00am L.A. City Council Meeting; City Hall</p> <p>4:00pm SIH Finance Committee Meeti...</p>	<p>10:00am L.A. City Council Meeting; City Hall</p>	<p>10:00am Great Basin Unified APCD Meeting; TBD</p> <p>10:00am Great Basin Unified APCD Meeting; TBD</p> <p>2:00pm City-County Liaison Committ...</p> <p>3:00pm Farm to Table Market; Bishop...</p>	<p>10:00am L.A. City Council Meeting; City Hall</p>		
9	10	11	12	13	14	15
<p>Cutoff to Get on March 31 Agenda</p> <p>2:00pm Agenda Review</p> <p>6:00pm Bishop City Council Meeting; City Hall</p>	<p>10:00am L.A. City Council Meeting; Ci...</p> <p>10:00am LADWP Board of Commissio...</p> <p>4:30pm SIH Board of Directors Meeti...</p> <p>6:00pm City of Bishop Planning Com...</p> <p>6:30pm Big Pine Civic Club Meeting; ...</p>	<p>10:00am Indian Wells Valley Groundwater Authority Board; Ridge...</p> <p>10:00am L.A. City Council Meeting; City Hall</p> <p>11:00am Northern Inyo Hospital Auxi...</p> <p>2:30pm Behavioral Health Advisory B...</p>	<p>3:00pm Farm to Table Market; Bishop United Methodist Church</p>	<p>Flash Foxy Climbing Festival; Bishop</p>		



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DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 3, 2026

Reference ID:
2026-142

Approval of Minutes from the Regular February 3 and February 17 Board of Supervisors Meetings

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular February 3 and February 17 Board of Supervisors meetings.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Israel

Created/Initiated - 02/13/2026
Final Approval - 02/17/2026

ATTACHMENTS:

1. Draft February 3, 2026 Minutes
2. Draft February 17, 2026 Minutes

MINUTES



County of Inyo Board of Supervisors

February 3, 2026

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on February 3, 2026, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Trina Orrill, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Scott Marcellin. Also present: Interim County Administrative Officer Denelle Carrington, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

- Public Comment I* The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.
- Closed Session* Chairperson Orrill recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Legal Counsel - Anticipated Litigation - Significant** exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9. Number of potential cases: 1; No. 3 **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 – Interim Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; No. 4 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Environmental Health Director; No. 5 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator; No. 6 **Public Employment – Pursuant to Government Code §54957** – Title: County Administrator; and No. 7 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Public Works Director.
- Open Session* Chairperson Orrill recessed closed session and reconvened the meeting in open session at 10:03 a.m. with all Board members present.
- Pledge of Allegiance* Chairperson Orrill led the Pledge of Allegiance.
- Report on Closed Session* County Counsel Vallejo said that the Board received staff reports with no action required to be reported and will reconvene in closed session later in the meeting.
- Public Comment II* The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley.
- Board Member Reports* Supervisor Griffiths reported attending several meetings, including sessions with Congressman Kevin Kiley, Water Director Dr. Holly Alpert and representatives from the Sierra Nevada Conservancy, the Rural County Representatives of California (RCRC), the Executive Committee of the California State Association of Counties (CSAC), Superintendent of Schools Barry Simpson; the Juvenile Justice Coordination Committee; and an Emergency Medical Care Committee (EMCC) orientation with Health & Human Services Director Anna Scott. He thanked Sheriff's Office staff for their response to an incident in Lone Pine involving an assault on an Eastern Sierra Transit Authority bus driver. Griffiths also announced the recent passing of Kathy Jefferson Bancroft, former Tribal Historic Preservation Officer for the Lone Pine Paiute Shoshone Tribe, whose leadership and advocacy for land, water, and cultural education left a lasting impact on the community. He offered his condolences and requested that today's meeting be adjourned in her honor.

Supervisor Wadelton reported attending a wide range of community meetings and events, including sessions with the Keeler Community Center and Fire Prevention group, the Keeler Community Services District, the Great Basin Unified Air Pollution Control District (GBUAPCD), the Owens Valley Groundwater Authority (OVGA), Inyo Associates in Death Valley, and the Southern Inyo Airport Advisory Committee (SIAAC). He also participated in the 25th anniversary ceremony for the signing of the Timbisha-Shoshone Homeland Act, a community potluck at the Timbisha-Shoshone village, and a cleanup at the Olancho-Cartago transfer station. Wadelton highlighted several upcoming Fifth District events, including the Dark Skies Festival, the Salt Creek Boardwalk reopening tour with Friends of the Amargosa Basin (FAB), and a meeting with Crystal Geyser in Olancho.

Supervisor Marcellin said that he attended meetings for First 5, SIAAC, and the Northern Inyo Airport Advisory Committee (NIAAC), and noted he has an upcoming Local Transportation Commission (LTC) meeting.

Supervisor Roeser reported attending an RCRC Board of Directors meeting where an ad hoc committee was formed to address the Sustainable Groundwater Management Act (SGMA), and she thanked Water Director Dr. Alpert and County Counsel Vallejo for their technical support. She also participated in sessions with Sierra Jobs First, the OHV and Buttermilk working groups, the Eastern Sierra Wildlife Stewardship Team, the California Department of Fish and Wildlife (CDFW), the Eastern Sierra Wildfire Coalition, and a preparation session for the NACo Public Lands Subcommittee Recreation Advocacy Team. In addition, she took part in a collaborative meeting with Community Service Area 2 (CSA2) and the U.S. Forest Service, as well as discussions with GBUAPCD, Bishop City Administrator Pam Foster, and Northern Inyo Hospital Executive Director Christian Wallace. Roeser said she provided testimony for the Outdoor Recreation Advocacy Coalition and noted she has an Inyo-Mono Conservation District session this evening. She also expressed appreciation to CAL FIRE for recent controlled burns.

Chairperson Orrill shared that she partnered with Veterans Services Officer Gordon Greene to volunteer in the annual Point-in-Time Count and attended meetings of the Eastern Sierra Area Agency on Aging Board Committee and NIAAC. She also announced the passing of Troy Oney, a beloved Bishop community member and owner of Manor Market and offered heartfelt condolences to his family.

County Department Reports

Water Director Dr. Holly Alpert provided information on an upcoming Water Commission meeting on February 9.

Planning Director Cathreen Richards provided information for two public scoping meetings related to the Environmental Impact Report for the proposed Crystal Geyser bottling plant south of Olancho: one in Lone Pine on February 11 and the other in Olancho on February 10.

HHS Director Anna Scott said that the Request for Proposals for the Bishop exclusive operating area for EMS services has been reissued, that a mandatory bidders conference will be held on February 19, and that all proposals are due by March 31.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to approve the minutes from the special January 16 and regular January 20 Board of Supervisors meetings. Motion carried unanimously.

Clerk-Recorder – Consolidation of Elections/Resolution #2026-03

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to approve Resolution No. 2026-03 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving the Consolidation of Certain City and District Governing Body Elections with the Statewide General Election and Approving the Provision of Related Services by the Inyo County Registrar of Voters/Elections Official," and authorize the Chairperson to sign. Motion carried unanimously.

HHS – EMCC Committee Appointments

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to:
A) Reappoint the following individuals to the Emergency Medical Care Committee, to unexpired two-year terms ending December 31, 2027: Pete Schlieker, representing the Big Pine Volunteer Fire Department; and Chief Brett Russell, representing the

- Bishop Volunteer Fire Department; and
- B) Appoint the following individual to the Emergency Medical Care Committee, to an unexpired member-at-large two-year term ending December 31, 2027: Captain Eric Abrahms, representing CalFire. (*Notice of Vacancy resulted in requests for appointment from Eric Abrahms*).

Motion carried unanimously.

**HHS –
Progress House CCE
Program Expansion/
Resolution #2026-04**

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to approve Resolution No. 2026-04, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Formally Committing Progress House to Serve the Community Care Expansion (CCE) Target Population," and authorize the Chairperson to sign. Motion carried unanimously.

**HHS –
CDSS Privacy and
Security Agreement**

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to approve Privacy and Security Agreement No. 25-17 between the County of Inyo and the California Department of Social Services with a termination date of September 2028, to ensure the security and privacy of Medi-Cal Personally Identifiable Information contained in multiple databases used to determine client eligibility and authorize the Health & Human Services Director to sign the agreement. Motion carried unanimously.

**Public Works –
ICOE Millpond Fee
Waiver**

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to authorize a fee waiver to Inyo County Office of Education for the reservation of the gazebo area at Millpond Park on May 9, 2026, in an amount not to exceed \$50, for the reservation fee set in the "Facility Use Permit." Motion carried unanimously.

**County Counsel –
Golden Mussel
Workshop**

County Counsel Vallejo introduced California Department of Fish and Wildlife Fisheries Supervisor Nick Buckmaster, who provided a presentation on Golden Mussels and the serious threat they pose to Eastern Sierra fisheries, aquaculture, and the economy. He discussed the mussel's rapid reproduction rate, its unusual resistance to water conditions that don't support other invasive species, and its fast spread throughout California. He noted that a partnership between local agencies is the only hope for preventing an infestation, which would be virtually irreversible.

County Counsel Vallejo noted that the County has been meeting with key agencies, including the Los Angeles Department of Water and Power, Town of Mammoth Lakes, and Mono County, to develop a reciprocal vessel inspection and decontamination ordinance in both counties. He outlined key elements of the proposed ordinance, noting that it will likely apply to all trailered boats and include language complementary to Mono County's developing ordinance and added that the system or program developed in tandem should clearly address levels of enforcement, a potential sticker program, inspection and contamination services, and staffing needs.

Additional comment and input was received from staff and various agency representatives, including Fish & Wildlife Commission member Doug Brown, Los Angeles Department of Water & Power Watershed Resource Specialist Jason Morgan, and Southern California Edison Government Relations Manager Matthew Paruolo. Approaches to collaboration with partner agencies and the possibility of criminal sanctions were also discussed.

Chairperson Orrill opened the floor for public comment and received input from Lynn Greer, Marcella Rose from Mono County, Dan Johnson of Trout Unlimited, Marrina Nation of California Trout, Brianda Hernandez of the Bishop Paiute Tribe; and Tawni Thomson from the Bishop Chamber of Commerce.

The Chair thanked Mr. Buckmaster and directed staff to continue coordinating with Mono County and return with a draft ordinance on February 17.

Recess/Reconvene

Chairperson Orrill recessed the regular meeting of the Board of Supervisors for a break at 11:57 a.m. and reconvened the meeting at 12:34 p.m. with all Board members present.

**Sheriff –
Axon Contract**

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

- A) Amend the Fiscal Year 2025-2026 Sheriff General Budget (022700) as follows: increase estimated revenue in C.O.P.S. Revenue Code No. 4488 by \$3,740 and

Amendment

- Federal Grants Revenue Code No. 4555 by \$14,560.00; and increase appropriation in Professional Services Object Code 5265 by \$18,300 (*4/5ths vote required*); and
- B) Approve Amendment No. 01 to the contract between the County of Inyo and Axon Enterprise, Inc. of Scottsdale, AZ, increasing the contract to an amount not to exceed \$805,231.00 and add ten (10) body cameras and tasers to the contract, contingent upon the Board's approval of future budgets, and authorize the Sheriff or designee to sign.

Motion carried unanimously.

Planning Department – Residential Infill Project Workshop

Planning Director Cathreen Richards opened the final Residential Infill Project workshop with a presentation from Jenna Chilingirian of Precision Civil Engineering.

Chilingirian summarized the project's findings and highlighted infill housing opportunities in Lone Pine, Big Pine, and Independence, supported by an inventory of potential sites, expanded ADU capacity, and strong adaptive reuse potential along highway corridors. Recommendations included aligning zoning with the General Plan, reducing front and rear yard setbacks, encouraging ADU development through ordinance cleanup and preapproved resources such as plans and guidebooks, and pursuing adaptive reuse by creating an inventory of vacant buildings, offering incentives, and discouraging abandonment through registration or fee programs, along with incorporating greater parking flexibility.

Chilingirian confirmed she would begin preparing code language based on Board feedback to be brought back to the Board at a later date.

HHS-EMCC – CARESTAR Grant

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve the agreement between the County of Inyo and the CARESTAR Foundation for the provision of activities to build a sustainable Emergency Medical Services infrastructure for rural Inyo County in an amount not to exceed \$300,000 for the period of September 1, 2025 to February 29, 2029, contingent upon the Board's approval of future budgets, and authorize the Health & Human Services Director to sign. Motion carried unanimously.

HHS – CoC Grant Agreement

Moved by Supervisor Marcellin and seconded by Supervisor Wadelton to ratify and approve the agreement between the County of Inyo and U.S. Department of Housing and Urban Development of San Francisco, CA for the provision of Continuum of Care planning activities in an amount not to exceed \$50,000 for the period of February 1, 2026 through January 31, 2027, contingent upon the Board's approval of future budgets, and authorize the Health & Human Services Director to sign. Motion carried unanimously.

HHS – Addiction Counselor Trainee Classification

- Moved by Supervisor Griffiths and seconded by Supervisor Wadelton to:
- A) Approve the creation of a new classification, Addiction Counselor Trainee at Grade 4;
 - B) Approve the job description for Addiction Counselor Trainee;
 - C) Authorize the department to hire either the Addiction Counselor Trainee or Addiction Counselor I-III level, depending on qualifications; and
 - D) Direct staff to update the publicly available pay schedule accordingly.

Motion carried unanimously.

HHS-Health & Prev. – CDPH Tobacco Control Program

Moved by Supervisor Marcellin and seconded by Supervisor Wadelton to ratify and approve the agreement between the County of Inyo and the California Department of Public Health of the State of California for the provision of operation of the local Tobacco Control Program in an amount not to exceed \$300,000 for the period of July 1, 2025 through June 30, 2026, and authorize the Health & Human Services Director or appointed designee to sign the Allocation Agreement CTCP-21-14 and quarterly Prospective Payment Invoices. Motion carried unanimously.

CAO-Personnel – CAO Personal Services Contract and Resolution # 2026-05

- Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:
- A) Appoint Jay David Fraser as the County Administrative Officer;
 - B) Approve the contract between the County of Inyo and Jay David Fraser for the provision of personal services as the County Administrative Officer at Range 34, Step C \$19,661.29 per month effective February 3, 2026, and authorize the Chairperson to sign;
 - C) Find that the best interest of the County will be served by waiving eligibility

- requirement set forth in Government Code Section 24001; and
- D) Approve Resolution No. 2026-05 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution 2024-46 and Setting Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

Motion carried unanimously.

Public Comment

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

Supervisor Roeser congratulated the winners of the Community Project Sponsorship Program (CPSP) grants and thanked Assistant Clerk of the Board Israel for her hard work on the project.

Supervisor Marcellin said that Troy Oney's passing is a huge loss as he was a pillar of the community and offered condolences to his family.

Recess/Reconvene

Chairperson Orrill recessed the regular meeting of the Board of Supervisors to return to Closed Session at 1:45 p.m. and reconvened the meeting at 2:34 p.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that Interim Administrative Officer Denelle Carrington has been given notice that her job has been satisfactorily performed and can now move back to the Assistant position in light of the hiring of Mr. Fraser.

Chairperson Orrill thanked Assistant CAO Carrington for stepping into the position when needed and expressed appreciation as the County moved forward.

Adjournment

Per Supervisor Griffiths's earlier request, the meeting was adjourned in memory of Kathy Jefferson Bancroft, former Tribal Historic Preservation Officer for the Lone Pine Paiute-Shoshone Tribe, at 2:34 p.m. to 8:30 a.m. Tuesday, March 17, 2026, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: DAVID FRASER
Clerk of the Board*

by: _____
Darcy Israel, Assistant

MINUTES



County of Inyo Board of Supervisors

February 17, 2026

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 February 17, 2026, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Trina Orrill, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Scott Marcellin. Also present: CAO David Fraser, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

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

Closed Session Chairperson Orrill 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 – County Administrative Officer David Fraser, Assistant County 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 – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Inyo v. Wolverine/Inyo, LLC et. al.* (Case No. 23UC70164); No. 4 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator; and No. 5 **Public Employment – Pursuant to Government Code §54957** – Title: Public Works Director.

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

Pledge of Allegiance Chairperson Orrill led the Pledge of Allegiance.

Report on Closed Session County Counsel Vallejo reported that the Board met in Closed Session, took reports from staff and said the Board will reconvene later in the meeting to continue deliberations.

Public Comment II The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Randy Short, Nate Reade, and Lauralyn Hundley.

Employee Service Milestones The Board of Supervisors recognized the following employees who reached service milestones during the fourth quarter, many of whom were in attendance to receive their commemorative pins:

- Amy Shepherd, 25 years – Auditor Controller
- Denelle Carrington, 25 years – CAO
- Dana Crom, 15 years – District Attorney
- John Vallejo, 10 years – County Counsel
- Allison Krohn, 20 years – Assessor
- Shiela Ward, 10 years – Auditor-Controller
- Franklin Landaverde-Calles, 20 years – Sheriff
- Stephanie Tanksley, 10 years – Health & Human Services
- Perla Veja Gastelum, 5 years – Health & Human Services
- Griselda Ortiz, 5 years – Health & Human Services
- Peter Charley, 10 years – Public Works

- Logan Wilcox, 10 years – Public Works
- William Eddy Jr, 5 years – Public Works.

Board Member Reports

Supervisor Orrill reported attending meetings with the City of Bishop, the Water Commission, and the California State Association of Counties (CSAC) Board, as well as the CSAC Challenge Awards dinner. She announced that Senate Bill 694 - legislation designed to protect veterans from predatory “claim sharks” – has been signed into law. She also introduced the new County Administrative Officer, David Fraser.

Supervisor Wadelton said that he participated in several community meetings in Tecopa with the soon-to-be nonprofit Southeast Inyo Advisory Committee, attended a Water Commission meeting, a Behavioral Health Advisory Board Committee meeting, toured the Amargosa monument with the Friends of the Amargosa Basin Committee (FAB), attended a Lone Pine Community Services District meeting, a community meeting in Olancho, and visited the Valentine’s Day marriage services event at the Clerk-Recorder’s Office. He added that he will be traveling to Apple Valley to meet with the San Bernardino County Board of Supervisors.

Supervisor Marcellin reported attending internal staff meetings, a meeting with the Bishop Tribe and Local Transportation Commission (LTC) staff, and an Inyo Associates meeting. He noted that he will attend an upcoming LTC meeting and the National Association of Counties (NACo) Conference in Washington, D.C.

Supervisor Griffiths said that he attended meetings of the CSAC Board and the City of Bishop and will be participating in the NACo Conference and a meeting with Dr. Oz.

County Department Reports

Regional Broadband Coordinator Scott Armstrong announced his upcoming retirement and thanked the Board for its support since 2017. Armstrong highlighted progress on broadband projects and noted that the County is awaiting federal BEAD Program award decisions. Board members expressed their appreciation for his service.

Clerk-Recorder Danielle Sexton reported a successful Valentine’s Day marriage event with three ceremonies, provided an update on the June primary election filing period, and announced a new option for voters to opt out of receiving a printed voter information guide by April 7.

Director Anna Scott said the Behavioral Health Division is preparing to apply for new non-competitive planning grant funds for the Prop 36 diversion program and noted progress on the EMS Exclusive Operating Area 1 RFP process, including a proposers’ conference scheduled for Thursday.

Agricultural Commissioner Nate Reade addressed concerns about cannabis taxes, explained that licensing fees no longer cover enforcement costs due to fewer licensees, described the department’s lean operations, and said that he will return with more information after coordinating with the Tax Collector.

**Clerk of the Board –
Big Pine Cemetery
District Board
Reappointment**

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to reappoint Melinda DeCoster to an unexpired four-year term on the Big Pine Cemetery District Board of Trustees, ending May 31, 2029. Motion carried unanimously.

**County Counsel –
Gibbs Gidden Locher
Turner Senet &
Whittbrodt LLP
Contract Amendment
No. 2**

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Amendment No. 2 to the contract between the County of Inyo and Gibbs Gidden Locher Turner Senet & Whittbrodt LLP, increasing the contract to an amount not to exceed \$625,000 and authorize the Chairperson to sign. Motion carried unanimously.

**CAO-Information
Services –
MCCi LLC Contract**

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

- A) Declare MCCi LLC. a sole-source provider of cloud document management services;
- B) Approve the agreement between the County of Inyo and MCCi LLC., for the

provision of cloud document management services for the County and one-time scanning service for Planning and HHS documents in an amount not to exceed \$493,102.12 for a period of three years, contingent upon the Board's approval of future budgets; and

C) Authorize the Chief Information Officer to sign the agreement and order form.
Motion carried unanimously.

*HHS –
Dwayne's Friendly
Pharmacy Agreement
Amendment No. 1*

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Amendment No. 1 to the agreement between the County of Inyo and Sabrina Enterprise Inc. dba Dwayne's Friendly Pharmacy of Bishop, CA, for the provision of pharmaceutical services, at an amount not to exceed \$1,112,000.00 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

*Public Works –
CSA2 Advisory
Committee
Appointment*

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to appoint Mr. Jason Handy to the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee to serve a term ending July 6, 2029. Motion carried unanimously.

*Public Works-
Recycling & Waste
Management –
Fee Waiver Request*

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to waive the Solid Waste disposal and gate fees for the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department event, Saturday, April 18, 2026. Motion carried unanimously.

*Public Works –
Independence Jail
Fencing Project*

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve the plans and specifications for the Independence Jail Fencing Project and authorize the Public Works Director to advertise the project for bids. Motion carried unanimously.

*Public Works –
Cold Mix Asphalt
Purchase*

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

- A) Declare Granite Construction of Bakersfield CA, the successful bidder for 2,525 tons of cold mixed asphalt, inclusive of the pricing proposal and Additive No. 1, in accordance with Bid No. RD25-08; and
- B) Authorize the purchase of said cold mixed asphalt in an amount not to exceed \$455,282.79.

Motion carried unanimously.

*Sheriff –
FY 26-27 Cannabis
Tax Fund Grant
Program*

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to authorize the submittal of the FY 2026-2027 Cannabis Tax Fund Grant Program application. Motion carried unanimously.

*Water Department –
2024-2025 Annual
LORP Accounting
Report*

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve the 2024-2025 Lower Owens River Project Annual Accounting Report. Motion carried unanimously.

*Northern Inyo
Healthcare District
Update*

Northern Inyo Hospital CEO Christian Wallis, joined by Chief Financial Officer Andrea Mossman and Compliance Officer Patty Dixon, presented an update outlining severe financial challenges, including multimillion-dollar losses, a sharp reduction in supplemental funding, and difficulty meeting bond covenant requirements tied to cash reserves and profitability. The team detailed the district's complex bond history - especially a 2009 capital appreciation bond that cannot be refinanced or prepaid and is projected to accrue roughly \$28 million in interest - leaving taxpayers responsible for most of the district's \$49 million debt and raising the risk that bondholders could assume control of hospital operations.

Wallis highlighted strong quality-of-care metrics and described a long-term growth strategy focused on expanding outpatient capacity, improving facilities, recruiting needed specialists, and reducing patient leakage, with potential funding from federal loans, grants, and private investment, alongside regional collaboration with Mammoth and Southern Inyo.

Board members thanked hospital leadership for the candid update, and Wallis said staff will continue to keep the Board informed as the situation evolves.

Death Valley National Park Operations Update

Death Valley National Park Acting Deputy Superintendent Abbey Wines shared updates on ongoing flood-recovery and infrastructure repairs, significant staffing shortages, the Park obtaining ownership of the Death Valley Elementary School building, and continuing discussions with Rio Tinto regarding a potential land donation. She also highlighted recent events - including the Timbisha-Shoshone Homeland Act anniversary celebration and the Dark Sky Festival - along with 2025 visitation figures and anticipated increases driven by an emerging wildflower super bloom.

Chairperson Orrill asked if there was anyone from the public wishing to speak and public comment was received from Lone Pine Paiute-Shoshone Tribe Environmental Director Mel Joseph.

Recess/Reconvene

Chairperson Orrill recessed the regular meeting of the Board of Supervisors for a break at 12:28 p.m. and reconvened the meeting at 1:02 p.m. with all Board members present.

County Counsel – Golden Mussel Infestation Prevention Ordinance

County Counsel Vallejo introduced the item, outlining revisions to the ordinance and noting that reciprocity provisions will extend to Mono County and the Town of Mammoth Lakes, pending approval by the County Administrative Officer. Chairperson Orrill also reported that the Lone Pine Paiute-Shoshone Tribe submitted a letter of support.

Moved by Supervisor Wadelton and seconded by Supervisor Roeser to waive further reading of the proposed ordinance with titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California Creating Inyo County Code Chapter 10.70 Pertaining to the Establishment of a Mandatory Water Vessel Inspection and Decontamination Program," with noted changes and schedule enactment for March 3, 2026, in the Board of Supervisors Chambers, County Administrative Center, Independence. Motion carried unanimously.

CAO – 2025-2026 Strategic Grant Funding Plan Update

Administrative Operations Analyst Rebecca Graves of the Inyo County Project Management Office (PMO) and Heidi Schott from The Ferguson Group's (TFG) Grants Division presented an overview of the California State Association of Counties Grants Initiative (CGI) and provided updates on the County's 2025–2026 Grant Funding Strategy.

CAO-Personnel – HHS Deputy Director of Behavioral Health Personal Services Contract Amendment No. 1 and Resolution No. 2026-06

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

- A) Approve Amendment No. 1 to the contract between the County of Inyo and Melissa Best-Baker for the provision of personal services as the Health and Human Services Deputy Director - Behavioral Health; and
- B) Approve Resolution No. 2026-06 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution 2025-25 and Setting Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

Motion carried unanimously.

CAO – FY 2025-2026 Mid-Year Financial Review

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

- A) Accept the Fiscal Year 2025-2026 Mid-Year Financial Report as presented;
- B) Approve the specific budget action items and recommendations discussed in the report, and represented in Attachments A & B (*4/5ths vote required*); and
- C) Direct staff to continue the emphasis on revenue attainment and expense savings in order to maximize year-end Fund Balances.

Motion carried unanimously.

Public Works – Lone Pine Water Main and Service Lateral Replacement Design Project/Lumos & Associates Contract

Moved by Supervisor Griffiths and seconded by Wadelton to:

- A) Amend the Fiscal Year 2025-2026 Lone Pine Water Main & Service Lateral Design Budget 152220 as follows: increase estimated revenue in Operating Transfers In Revenue Code No. 4998 by \$381,361 and increase appropriation in Internal Charges Object Code 5124 by \$20,000 and increase appropriation in Construction In Progress Object Code 5700 by \$361,361. (*4/5ths vote required*);

- B) Amend the Fiscal Year 2025-2026 Water Systems Budget 152199 as follows: increase appropriation in Operating Transfer Out Object Code 5801 by \$381,361. (4/5ths vote required);
- C) C) Approve the agreement between the County of Inyo and Lumos & Associates, Inc. of Reno, NV for the provision of engineering services in an amount not to exceed \$582,728.00 for the period of February 17, 2026 to January 5, 2029, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign; and
- D) Authorize the CAO to accept the forthcoming grant for the Lone Pine Water Main and Lateral Replacement Design project from the State Water Resources Control Board.

Motion carried unanimously.

Public Comment III

The Chairperson asked for public comment related to items not calendared on the agenda and Assistant Clerk of the Board Israel congratulated Assistant CAO Carrington for her 25 years of service to the County of Inyo.

Recess/Reconvene

Chairperson Orrill recessed the regular meeting of the Board of Supervisors to reconvene in Closed Session at 1:23 p.m. and reconvened the meeting at 2:06 p.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that no action was taken in Closed Session that is required to be reported by law.

Adjournment

The Chairperson adjourned the meeting at 2:06 p.m. to 8:30 a.m. Tuesday, March 3, 2026, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: *DAVID FRASER*
Clerk of the Board

by: _____
Darcy Israel, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 3, 2026

Reference ID:
2026-144

Golden Mussel Infestation Prevention Ordinance

County Counsel/County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

John Vallejo, County Counsel

ITEM PRESENTED BY

John Vallejo, County Counsel

RECOMMENDED ACTION:

Approve Ordinance 1326, titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California Creating Inyo County Code Chapter 10.70 Pertaining to the Establishment of a Mandatory Water Vessel Inspection and Decontamination Program."

BACKGROUND / SUMMARY / JUSTIFICATION:

This item is on for adoption of the ordinance establishing an inspection and decontamination program for all boats within Inyo County, following Board direction given at our February 3, 2026, meeting where we conducted a workshop on the threat of the invasive Golden Mussel and the first reading held on February 17.

As we discussed, the Golden Mussel is an incredibly fast-spreading invasive species that has overtaken nearly the length of California in less than one year. The mussel, which will severely damage fisheries and water infrastructure, already spread through the Sacramento–San Joaquin Delta and down much of the west side of the state, more than 250 miles south to Silverwood Reservoir (San Bernardino County). Although other invasive muscle species already threaten local waterways, the Golden Mussel is considered to be a greater threat due to its ability to survive in the more extreme environments existing in our regional alpine lakes that typically do not provide habitat for other invasive species. Without active efforts to educate the visiting public about this threat and a mandatory inspection and decontamination requirement for boats, it is highly likely that the golden mussel will be introduced into the Eastern Sierra watersheds and severely impact local aquaculture, water infrastructure, and our fishing economy.

Once established, an infestation is irreversible. Given that threat, Inyo County staff engaged with Mono County, the California Department of Fish and Wildlife (CDFW), the Town of Mammoth Lakes, the Inyo County Fish and Wildlife Commission, the Los Angeles Department of Water and Power, Southern California Edison, the City of Bishop, and the Inyo County Sheriff and District Attorney, to consider how we can collaboratively work together to help prevent the introduction of the Golden Mussel to our regional waterways.

As reflected in the proposed ordinance, the basic structure of the program is as follows:

- All trailered boats within Inyo County will be required to undergo inspection for golden mussels and decontaminated if needed.
- All trailered boats that are inspected / decontaminated will receive a registration sticker evidencing

compliance with the ordinance requirement.

- Boats from out-of-the area must obtain a new sticker each calendar month.
- Boats stored and used locally (Inyo and Mono) must obtain a new sticker each calendar year, and after each time they travel out of the region.
- Inspections and decontamination services may be provided by anyone the County approves (i.e. could be a commercial opportunity).
- Failure to comply is subject to criminal penalties, as either an infraction or misdemeanor, along with significant fines, and the potential for boats to be impounded until inspected and decontaminated.
- The ordinance is intended to have reciprocity with Mono County and the Town of Mammoth Lakes provided that Mono County and the Town establish and maintain their own infestation prevention program and the CAO certifies that fact.

While the draft ordinance creates the foundation of the prevention program, it does not create or implement the components of the program required to provide the inspection and decontamination services. Additionally, it does not create a new program for public education regarding, and enforcement of, the ordinance. Those components of a prevention program still need to be developed and funded. Also of importance, the Inyo County public waterways with boat ramps / access at issue are Diaz Lake, Klondike Lake, North Lake, South Lake, Sabrina, and Rock Creek Lake. However, Inyo County currently provides inspection and decontamination services for those with campground reservations at Diaz Lake (which we do not currently have the capacity to scale-up), and LADWP currently provides the same for Klondike Lake.

With the above in mind, our current understanding of how the program will function is as follows:

- The Eastern Sierra Interpretive Association (ESIA) appears willing to provide personnel to conduct the inspection and decontamination services in Mono and Inyo Counties, at two locations, seven (7) days a week. The currently-projected cost for the 2026 fishing season is \$60,000.
- The USFS appears willing to make the Mono Basin Visitors Center and the Lone Pine Visitors Center available as locations on which the inspections / decontamination services can occur. However, the Lone Pine location may not be practical given the waterways Inyo County needs to cover are at the north end of the County (North Lake, South Lake, Sabrina, and Rock Creek,) and if a visitor doesn't have a sticker by the time they arrive in Bishop it seems likely that they will not be motivated to drive all the way down to Lone Pine for that purpose. The USFS also appears willing to help enforce the ordinance on USFS lands.
- LADWP appears willing to provide several decontamination units, a location in Bishop to conduct the inspections / decontamination, some funding toward ESIA's personnel, and to continue to perform the inspections / decontamination it has historically during fishing season.
- CDFW appears willing to provide a decontamination unit, dedicate a new staff member toward this effort, and for its law enforcement personnel assist with calls.
- SCE is still evaluating its position and has not yet offered anything to help with this effort.
- The Bishop Chamber of Commerce appears willing to engage in the education campaign.

In addition to the above, Inyo County reached out the Bishop Paiute Tribe, Big Pine Paiute Tribe, Fort Independence Indian Reservation, and Lone Pine Paiute-Shoshone Tribe, regarding their interest in joining the collective effort. We look forward to engaging with them further as the project takes shape. Major pieces still needing to be addressed by the collective group include, but are not limited to, funding for the ESIA employees, any fees for the program, boots on the ground for enforcement assistance, coordinating an effective education campaign, and funding for those additional efforts. Additionally, staff is still researching whether the additional administrative lien enforcement mechanism is needed to make this program effective.

After adoption of this ordinance, Inyo County will continue to work with the regional agencies to assist in their creation of the actual program implementation.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	Unknown at this time
Budgeted?	No	Object Code	
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Approving this ordinance is the first step - and there aren't any costs directly associated with this approval. However, in the future, if your Board decides to be involved further in the actual enforcement of the program, there will be costs associated with that. These decisions are for future discussions.
Future Fiscal Year Impacts
The approval of this ordinance could have future fiscal impacts if the Board moves forward with any type of enforcement program.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to adopt the ordinance. This is not recommended given the serious threat to our local aquaculture and economy created by the potential infestation of our local waterways with golden mussels.

Your Board may determine a different program and/or specific adjustments to the proposed ordinance should be made.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities
Thriving Communities | Climate Resilience and Natural Resource Protection
Economic Enhancement | Local Businesses, Organizations, and Workforce
Economic Enhancement | Sustainable Recreation Initiatives

APPROVALS:

Darcy Israel	Created/Initiated - 02/17/2026
Darcy Israel	Approved - 02/17/2026
Amy Shepherd	Approved - 02/17/2026
John Vallejo	Approved - 02/18/2026
Denelle Carrington	Approved - 02/23/2026
David Fraser	Final Approval - 02/23/2026

ATTACHMENTS:

1. Ordinance 1326

ORDINANCE 1326
**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE
OF CALIFORNIA CREATING INYO COUNTY CODE CHAPTER 10.70
PERTAINING TO THE ESTABLISHMENT OF A MANDATORY WATER VESSEL
INSPECTION AND DECONTAMINATION PROGRAM.**

WHEREAS, the health and economic wellbeing of Inyo County residents and visitors heavily depends on a healthy environment; and

WHEREAS, the invasive Golden Mussel poses a potentially disastrous threat to Inyo County waterways, water infrastructure, environment and economy;

WHEREAS, after consulting with regional partners and interested parties regarding this threat, it is apparent that a mandatory inspection and decontamination program for all water vessels entering into the County is required to help prevent the spread of the Golden Mussel into our local waterways.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS AS SET FORTH BELOW.

SECTION ONE CHAPTER 10.70 shall be added to the Inyo County Code as follows:

“Chapter 10.70: WATER VESSEL INSPECTION PROGRAM

Section. 10.70.010 – Findings and Purpose.

- A. Aquatic non-native invasive freshwater mussel species pose a significant and imminent threat to the water bodies within the County of Inyo. Non-native invasive mussel species have already created serious and irreparable harm to bodies of water located in other locations in the United States and California. Once introduced into a water body, these mussels proliferate at an alarming rate, drastically altering the ecosystem of that water body, harming and/or consuming native species and food resources within the ecosystems they infest. Non-native invasive mussels additionally pose a significant and imminent threat to the water distribution systems of Inyo County which draw water from water bodies within the County. These mussels attach to inside water treatment intake structures, pipes, and facilities to such a significant degree that the ability to distribute water through existing, and in some cases, antiquated infrastructure, will be severely compromised. In addition to the direct effects, the collateral effects of an infestation will be potentially disastrous to the local economy.
- B. Presently, it does not appear that any water body in Inyo County is infested with Non-native invasive mussels. However, water vessels entering Inyo County from other areas of the state and country may have recently been launched in infested waters, making those vessels at high risk to carry mussels (adults and larvae) into Inyo County waters.
- C. An inspection and decontamination program is integral to the preservation of the water bodies and water distribution systems within, and to the drainages from, Inyo County.
- D. This article is enacted under the police power of the County pursuant to Article XI, Section 7 of the California Constitution which authorizes the County to adopt and enforce regulations for the protection of the public health, safety, and welfare that are not in conflict with general laws.

Section 10.70.020 - Definitions. For purposes of this article, the following words and phrases shall have the following meanings:

- A. "Affidavit of compliance" means a declaration to be executed by all water vessel owners and operators who wish to launch said vessels in a water body in the County of Inyo which attests to the responsibility of that owner/operator to ensure that his/her water vessel is properly inspected and, if necessary, decontaminated prior to launching.
- B. "Authorized inspector" means an individual authorized by Inyo County to conduct the screening process necessary to determine whether a water vessel is at high risk to carry any non-native invasive mussels such as Quagga, Zebra, Golden mussels and any other aquatic, non-native invasive species.
- C. "Launch" means the introduction or placing of any water vessel into a water body within the County of Inyo.
- D. "Live bait" means any fish, or other organisms used in conjunction with fishing the waters of Inyo County.
- E. "Mussel sticker" means the stickers issued by an authorized inspector evidencing the fact that the vessel and/or trailer to which the stickers are affixed has been inspected, and decontaminated if required, from carrying any non-native invasive mussels such as Quagga, Zebra or Golden mussels and any other aquatic, non-native invasive species.
- F. "Non-native invasive species" means species identified by the State of California that establish and reproduce rapidly, and which may threaten native species through competition, predation, parasitism, introduction of pathogens, or physically or chemically alter the habitat. Such species include, but are not limited to, Quagga, Zebra, and Golden mussels, Channeled Apple Snail, New Zealand Mud Snails and non-native aquatic plants.
- G. "Non-resident water vessel" means a vessel that does not meet the definition of a resident water vessel.
- H. "Resident water vessel" means:
 - 1. A vessel whose owner can demonstrate that it is moored or stored at a private or commercial facility located in Inyo County.
 - 2. Any other means deemed acceptable by the County as to proof of residency in Inyo County providing that the vessel is on the Inyo County Assessor's current unsecured tax roll for boats.
 - 3. Either of the above, as applied to Mono County and/or the Town of Mammoth Lakes instead of Inyo County, provided that the Inyo County Administrative Officer makes a finding that Mono County and/or the Town of Mammoth Lakes established and maintains an Inspection and Decontamination Program consistent with that established herein.
- I. "Inspection and decontamination program" means the mandated program created by this article to ensure that all water vessels traveling through and/or launching into water bodies in Inyo County are free from contamination from adult and larval non-native invasive mussels and other aquatic, non-native invasive species.
- J. "Water vessel" means any trailered watercraft, or jet ski, or float plane capable of being launched into a water body within the County of Inyo except as specifically exempted herein. Canoes,

kayaks, car- top boats, float tubes, rafts, wind surfers/boards, boogey boards, nonmotorized paddle boats, and nonmotorized sail boats that are eight (8) feet or less in length are not considered water vessels for purposes of this article and are thereby exempt from the provisions herein.

- K. “Water vessel inspection” means the process used to determine if a water vessel and its trailer have a substantial risk of being infested with non-native invasive mussels and needs to be decontaminated.
- L. “Attempted launch” means an effort to launch a water vessel into a water body within the County of Inyo which water vessel being on a launch ramp and/or within fifty (50) feet of a water body within the County of Inyo evidences an endeavor to accomplish the launching of the water vessel, but falling short of the ultimate execution of launching.

Section 10.70.030 - Applicability. This article shall be applicable to any trailered water vessel within the County of Inyo.

Section 10.70.040 - Mussel Stickers for Resident Water Vessels. Because the weight of scientific evidence presently available strongly indicates, the greatest risk of contamination to our water bodies is by water vessels entering Inyo County from other jurisdictions, the following program shall be applicable to all resident water vessels:

- A. Owners and operators of resident water vessels, having submitted to an inspection, as applicable, shall receive a resident mussel sticker designating the vessel as a resident water vessel and, absent an event necessitating re-inspection, these resident mussel stickers shall be valid until at the end of each calendar year.
- B. Every resident water vessel and its trailer must be affixed with a current resident mussel stickers prior to launching that vessel in any water body in the County of Inyo.
- C. Resident mussel stickers shall be issued according to a color code that will change annually on January 1 of each year.
- D. After expiration of the annual resident mussel stickers, which occurs every December 31, and prior to launching a boat within Inyo County, the resident vessel must undergo the necessary inspection to obtain a current and valid resident mussel sticker.
- E. This section shall also apply to Mono County and/or the Town of Mammoth Lakes water vessels meeting the definition of Section 10.70.010.H.3.

Section 10.70.050 - Mussel Stickers for Non-resident Water Vessels.

- A. All non-resident water vessels and their trailers within Inyo County must be affixed with a non-resident mussel stickers, after inspection and prior to launch in any water body in the County of Inyo. Stickers are not transferable between vessels.
- B. Non-resident mussel stickers are required for all non-resident water vessels within Inyo County on a monthly basis, according to a changing color-code or as may otherwise be required via regulation adopted by Inyo County.
- C. All non-resident mussel stickers shall expire at the end of the calendar month in which they were

issued, or upon exiting Inyo County, whichever is sooner. Provided, however, that non-resident mussel stickers may continue to be valid of the water vessel travels only to Mono County and/or the Town of Mammoth Lakes during a period which the Inyo County Administrative Officer made a finding that Mono County and/or the Town of Mammoth Lakes established and maintains an Inspection and Decontamination Program consistent with that established by this Chapter.

- D. After the expiration of a non-resident mussel sticker, any the non-resident water vessel within Inyo County must undergo the necessary inspection to obtain a valid mussel sticker for the applicable calendar month.

Section 10.70.060 - Inspection Requirements.

A. Inspection Requirements. Inspection shall be required of:

1. All resident water vessels prior to their first launch in every calendar year; or
2. All non-resident water vessels upon entering into Inyo County in any calendar month; or
3. All water vessels, resident or non-resident, that have been launched in a body of water outside of the County of Inyo subsequent to receiving a valid and otherwise current mussel sticker. Provided that any such water vessel that has only launched within Mono County and/or the Town of Mammoth Lakes during a period which the Inyo County Administrative Officer made a finding that Mono County and/or the Town of Mammoth Lakes established and maintains an Inspection and Decontamination Program consistent with that established by this Chapter shall not require a reinspection simply because of the launching within Mono County and/or the Town of Mammoth Lakes waters.

B. Inspection Process.

1. The inspection process shall be conducted by an authorized inspector and shall consist of:
 - a) A series of questions concerning the past location of the water vessel prior to launching in a water body in the County of Inyo, designed to determine whether said past location constitutes an appreciable risk that said water vessel may be infested with non-native invasive mussels. Said questions shall be answered in a manner required by the County; and
 - b) A thorough search of the exterior and interior of the water vessel and trailer, including but not limited to bilge pumps, motors, and live wells, bait wells, ballast tanks, bladders, wheel wells, tubes, and all areas of standing water.
2. Water vessels and trailers which, as a result of the inspection process, are found to be clean, drained and dry, and do not pose an appreciable risk to the water bodies of Inyo County shall be affixed with mussel stickers in a location as may be designated in the instructions accompanying the mussel stickers, which affixation signifies that the water vessel may be launched into a water body in the County.
3. Water vessels which are not clean, drained and dry, or do appear to pose an appreciable mussel infestation risk to the water bodies of Inyo County shall be required to undergo a decontamination performed by an authorized inspector.
4. A water vessel owner, transporter, or operator may refuse to consent to said inspection. If the water vessel owner or operator refuses to consent to inspection, that water vessel shall not be allowed to travel through the County of Inyo and shall be in violation of this article if he/she should nonetheless attempt to do so.

C. Decontamination. Decontamination stations shall be operated by the County or an authorized

inspector. Decontamination shall be required of all vessels that have been determined to constitute a significant risk of being infested with non-native invasive mussels. Such determination shall be made if the vessel is not clean, drained and dry, or was last in the water outside of Inyo County, or Mono County and/or the Town of Mammoth Lakes during a period which the Inyo County Administrative Officer made a finding that Mono County and/or the Town of Mammoth Lakes established and maintains an Inspection and Decontamination Program consistent with that established by this Chapter, less than thirty (30) days prior.

- D. Quarantine. If, in any instance pursuant to an inspection or otherwise, a water vessel and/or trailer is found to be infested with any type of adult non-native invasive mussels, the water vessel and/or trailer shall be quarantined. In that instance, the water vessel and/or trailer may only be transported directly to an authorized inspector, and shall not be released until such time as that vessel has been decontaminated as required by this ordinance and State law. Once the water vessel and/or trailer has been decontaminated, reinspected and found to be at no risk of contaminating Inyo County waters, the water vessel and/or trailer can be affixed with mussel stickers as described hereinabove.

Section 10.70.070 - Inspection Stations.

- A. Designated locations are available within the County. A current list of authorized screeners shall be published by the County on the County website.
- B. Inspections are required for all water vessels and trailers and in addition to being carried out at the locations of authorized screeners, may be carried out by County personnel at any time for a water vessel being transported or parked on a public roadway, parking lot open to the public, or on the water.

Section 10.70.080 - Fees. The following fees are hereby established for County-operated screening and inspection services:

- A. Any fee for the inspection and/or decontamination performed by the County of Inyo shall be approved by the Board of Supervisors.
- B. Fees collected for screening and/or inspection, that are not otherwise encumbered, shall be used to fund the water vessel inspection program.
- C. Private authorized inspectors may establish their own reasonable fee.

Section 10.70.090 - Disposing of Live Bait into a Water Body in Inyo County is Prohibited.

It shall be unlawful to dispose of any live bait and/or any liquid containing live bait or any liquid which previously contained live bait in a water body in Inyo County.

10.70.100 - Criminal Sanctions.

- A. Any person violating any provision of this article shall be guilty of an infraction or misdemeanor as hereinafter specified. Such individual shall be deemed guilty of a separate offense for each transport into the County of Inyo and/or launch in a water body in the County of Inyo. The Inyo County Sheriff is authorized to enforce this article and that power may be exercised by any deputy of the sheriff and/or by any person so authorized by law. In addition to the above, the Bishop Police Department, California Department of Fish and Wildlife, as well as the United

States Forest Service, are also authorized to enforce the provisions of this Chapter to the extent that they may otherwise lawfully exercise concurrent jurisdiction.

B. Any individual convicted of a violation of this chapter shall be:

1. Guilty of an infraction and punished by a fine of one thousand dollars (\$1,000.00) for the first offense;
2. Guilty of an infraction and punished by a fine of two thousand dollars (\$2,000.00) for the second offense;
3. The third and subsequent offenses shall constitute a misdemeanor and shall be punishable by a fine of not less than five thousand dollars (\$5,000.00) but not to exceed ten thousand dollars (\$10,000.00) and/or up to six (6) months in the county jail or both.

C. Notwithstanding sub-sections B.1 and B.2 above, the first or second offense may be charged and prosecuted as misdemeanor.

D. Impound. A water vessel unlawfully launched or which is attempted to be unlawfully launched in a water body in the County of Inyo may be subject to impound pursuant to a misdemeanor arrest or issuance of a misdemeanor citation by a peace officer for violation of this article.

1. Any water vessel which is operated, managed, controlled, or otherwise used in violation of the provisions of this code may forthwith be impounded by any authorized officer and held pending determination of the charge of the violation pursuant to which the water vessel was impounded.
2. When a water vessel is impounded from the immediate possession of any person by the County pursuant to this Chapter, the authorized officer shall immediately deliver to said person a notice in writing signed by the authorized officer which shall state:
 - a) The fact of such impound;
 - b) The name of the owner of the water vessel, if known;
 - c) The name of the person from whom possession was taken, if any and known;
 - d) A description of the water vessel;
 - e) Any available identification number of the water vessel;
 - f) The particular location at which the impounded water vessel will be stored; and
 - g) A statement of the charge of violation pursuant to which the water vessel has been impounded.
3. Upon conviction of any person for any said charge of violation pursuant to which the water vessel is impounded, any person lawfully entitled to the possession of said vessel who demands possession shall pay to the County all storage charges as well as all charges incident to the impoundment of said vessel prior to the release of said vessel to the owner.
4. In the event any person is acquitted of the charge of violation pursuant to which the water vessel is impounded, said vessel shall be released to any person entitled to possession thereof and the costs of storage shall be a County charge.

E. Lien and Sale of Impounded Water Vessels.

1. The County shall have a lien upon any water vessel impounded pursuant to this Chapter and the proceeds of any sale thereof for the payment of impound and storage charges incurred pursuant to the provisions of this Chapter.
2. Irrespective of the disposition of any criminal charge against a person for a violation of this article pursuant to which a water vessel is impounded and stored, if possession of said water vessel is not obtained by a person lawfully entitled to such possession within thirty (30) days of such disposition, the County is empowered to sell the water vessel at public auction in satisfaction of its lien for impound and storage charges. For California registered vessels, the California Boaters Lien Law shall apply.
3. Payment of any penalty herein shall not relieve any individual from the responsibility of correcting the violations as found by the authorized officer.

F. Any person found not in compliance with the provisions of this article shall be ordered off the water body and shall be subject to any other legal action as deemed necessary by the authorized officer.

G. Forfeiture. Whenever any person is convicted of a misdemeanor violation of this article, the judge may, upon the conviction of the person, order the forfeiture of the water vessel that was used in committing the offense charged.

Section 10.70.110 - Nonexclusive Remedies. The remedies provided in this article are cumulative and shall be in addition to any other remedies provided by law.

Section 10.70.120 - Use of Fines Collected. Fines collected as a result of violating this article, that are not otherwise encumbered, shall be used to fund the water vessel inspection program.”

SECTION TWO: EFFECTIVE DATE

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

PASSED AND ADOPTED THIS _____ DAY OF _____ 2026.

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Chairperson Trina Orrill,
Inyo County Board of Supervisors

ATTEST: DAVID FRASER
Clerk of the Board

By: _____

Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 3, 2026

Reference ID:
2026-77

Drinking Driver Program Service Agreement with Alpine County

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY

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

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and County of Alpine for the provision of Drinking Driver Program services in an amount not to exceed \$8,000 for the period of March 1, 2026 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Health and Human Services Department received a request from the County of Alpine Behavioral Health Director for assistance in achieving compliance with Department of Health Care Services (DHCS) requirements related to Driving Under the Influence (DUI) Program services. Alpine County has not operated a DUI Program for many years and was recently found out of compliance during a DHCS audit.

Under this agreement, Inyo County will provide DUI Program services virtually to eligible Alpine County residents. This regional collaboration allows Alpine County to meet state compliance requirements while avoiding the cost of re-establishing a stand-alone program. The Health and Human Services Behavioral Health Division has the capacity to provide these services remotely without impacting DUI services for Inyo County residents. The agreement allows Inyo to help a neighboring rural county while strengthening the stability of its own program. Alpine County will pay Inyo County a monthly administrative fee to offer DUI program services to Alpine County residents, and Inyo County will collect client fees directly from participants using the Inyo County DUI program fee schedule.

FISCAL IMPACT:

Funding Source	Non-General Fund (Program fees and Realignment)	Budget Unit	045312
Budgeted?	No	Object Code	4559
Recurrence	Ongoing Revenue	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

Revenue of \$2,000 for the period between March 1, 2026 and June 30, 2026. HHS will revise budget during third quarter projections.

Future Fiscal Year Impacts

Revenue of \$6,000 for the period between July 1, 2026 and June 30, 2027

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this contract. This is not recommended, however, as doing so would mean that the County of Alpine will continue to be out of compliance with the Department of Health Care Services service requirements.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities Enhanced Health, Social, & Senior Services

APPROVALS:

Melissa Best-Baker	Created/Initiated - 02/03/2026
Darcy Israel	Approved - 02/03/2026
Gina Ellis	Approved - 02/03/2026
Anna Scott	Approved - 02/24/2026
Amy Shepherd	Approved - 02/24/2026
John Vallejo	Approved - 02/24/2026
David Fraser	Final Approval - 02/24/2026

ATTACHMENTS:

1. Inyo County Behavioral Health Agreement signed Alpine

SERVICES AGREEMENT
COUNTY OF ALPINE
AND
COUNTY OF INYO
FOR THE PROVISION OF DRINKING DRIVER PROGRAM SERVICES

THIS AGREEMENT (the "Agreement") is entered into as of March 1, 2026, by and between the COUNTY OF ALPINE, hereinafter referred to as "County," and COUNTY OF INYO hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain Contractor to provide Drinking Driver Program (DDP) services;

PURPOSE:

The State of California requires that each County provide access to in-person DDP programs. Therefore, County desires a cooperative agreement between Alpine County Behavioral Health Services, hereinafter referred to as ACBHS, and Inyo County Health and Human Services/Behavioral Health, hereinafter referred to as ICHHS/BH, to allow Alpine County residents in need of DDP services to enroll in a licensed Driving Under the Influence (DUI) Program, and for ACBHS to refer clients to enroll in ICHHS/BH Drinking Driver Programs. ACBHS and ICHHS/BH may be collectively referred to as "Parties" and individually as a "Party."

Pursuant to CA Health & Safety Code 11837.2, a person is eligible to participate in a DUI Program if the program is operating in any of the following:

- (A) The county where the person is convicted.
- (B) The county where the person resides.
- (C) A county that has an agreement with the person's county of residence pursuant to CA Health and Safety Code (HSC), Section 11838.

ACBHS has advised ICHHS/BH that Alpine County's DUI clients will be unable to enroll in a local licensed DUI Program because no such programs are available within Alpine County due to low volume of enrollees and the high administrative cost to effectively implement and monitor the program. To be in compliance with court orders and Department of Motor Vehicle (DMV) driver's license requirements, DUI clients are seeking alternative programs to enroll in.

WHEREAS, Contractor applied for and received approval from the California Department of Healthcare Services to provide a DUI Program in a virtual format; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render such services.

NOW, THEREFORE, the parties agree to the following:

- I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services").
- II. TERM: The term of this Agreement shall be from March 1, 2026 to June 30, 2027 unless sooner terminated as provided below.
- III. COUNTY FURNISHED SERVICES: The County agrees to make available to Contractor those supplies, equipment and staff, as set forth in Exhibit "A" for the Services to be rendered by Contractor.
- IV. FEES: The fees for furnishing Services shall be as set forth on the rate schedule which is attached hereto as Exhibit "B" and by this reference made a part hereof. Said fees shall remain in effect for the entire term of this Agreement.
- V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Agreement in no event will the cost to County for the Services exceed the maximum sum of TWO THOUSAND DOLLARS (\$2,000) for fiscal year 2025/26, including direct and indirect expenses for a total Agreement amount of SIX THOUSAND DOLLARS (\$6,000).
- VI. PAYMENT: Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Agreement is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

- VI. SERVICES PERFORMANCE TIME: All the work required by this Agreement shall be completed and ready for acceptance no later than March 1, 2026.

VIII. **INSURANCE:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The insurance requirements and limits of the insurance provisions of this contract/agreement shall not be construed to limit any direct or indirect liability of the Contractor. Acceptance of insurance does not relieve Contractor from liability under this provision. This provision shall apply to all damages or claims for damages related to the services performed by Contractor pursuant to the terms and conditions of this Agreement regardless if any insurance obtained by Contractor is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by Contractor hereunder.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy [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 in the amount of \$ 2,000,000, and a general aggregate limit of \$4,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Alpine County
PO Box 158
Markleeville, CA 96120

- B. Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability 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. Additional insured should read as follows:

Alpine County
PO Box 158
Markleeville, CA 96120

- C. The Contractor shall be required to carry Professional coverage in the amount of \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY / Entity. 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 County.

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

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

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the 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 the County.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the 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 the County has received a waiver of subrogation endorsement from the insurer.

- IX. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease, shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.

- X. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

- XI. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

- XII. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

- XIII. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Agreement. Contractor shall also obtain any and all permits which might be required for the Services to be performed.

- XIV. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this Agreement. Contractor will permit County to audit all books,

accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Contractor who participated in this Agreement in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

XV. **CONFIDENTIALITY:** All information, documents, data and records ("Information") obtained and/or created by Contractor in the course of providing Services under this Agreement shall be confidential and shall not be disclosed to any third party unless such disclosure is required for the performance of the Services. All such third parties must agree to keep all Information private prior to receiving it from Contractor. Contractor shall comply with State and Federal requirements regarding private information.

XVI. **TITLE:** It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor are works made for hire and shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other nonconfidential documents. Upon termination of this Agreement, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk. Contractor waives all intellectual property rights, including moral rights, in all such works.

XVII. **TERMINATION:**

A. If the Contractor fails to provide in any the Services required under this Agreement in any manner or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance, the County may terminate this Agreement by giving five calendar days written notice to the Contractor.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control. The fees and other provisions of this Agreement shall be adjusted accordingly.

- C. County may terminate this Agreement for any reason by giving written notice to the Contractor specifying the date of termination.
- D. Contractor may terminate this Agreement for any reason, by giving written notice to County 30 days in advance.
- E. In the event the termination is not based on Contractor's failure to perform as required under this Agreement, , the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement.

XVIII. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the Services, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XIX. AMENDMENT: This Agreement may be amended or modified only by written agreement of all parties.

XX. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless such personnel have substantially equal or better qualifications and experience and are acceptable to County, as evidenced in writing.

XXI. JURISDICTION AND VENUE: This Agreement shall be construed in accordance with the substantive laws of the State of California and the parties hereto agree that venue shall be in ALPINE County, California.

XXII. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering Services under this Agreement; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.

XXIII. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the Agreement shall be given to County at the following location:

**Alpine County
PO Box 158
Markleeville, CA 96120**

Notices shall be given to Contractor at the following address:

**Inyo County Behavioral Health Services
Attn: Anna Scott, Director of Health and Human Services
1360 N. Main St, Suite 111
Bishop, CA 93514**

Email: hhs-admin@inyocounty.us

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date written below.

COUNTY OF ALPINE:

By Angela R. Slais

Angela Slais HHS Director Alpine

By _____

Anna Scott
Inyo HHS Director

Date: 2.2.26

Date: _____

EXHIBIT "A"

ICHHS/BH shall provide the programs that they are licensed by California Department of Health Care Services pursuant to Division 10.5, Part 2, Chapter 9, of the Health and Safety Code for Alpine County Residents virtually.

ICHHS/BH is licensed to provide the following programs:

- The Wet and Reckless Educational Program (W&R) for clients arrested with less than a .08 blood alcohol level (BAC).
- The First Offender Program (FOP) for clients arrested for the first Driving Under the Influence (DUI) offense with BAC between .08 and .20.
- The First Offender Program (FOP 6 and 9 month) for clients arrested for their first DUI with a BAC greater than .20.
- The Multiple Offender Program (MOP) for clients arrested for multiple DUI offenses.

EXHIBIT "B"

ACBHS shall pay ICHHS/BH monthly \$500.00 a month to offer the DDP services for Alpine County residents.



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 3, 2026

Reference ID:
2026-69

Willdan Engineering Contract Amendment No. 3 for Plan Checking Services

Public Works
ACTION REQUIRED

ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve Amendment No. 3 to the contract between the County of Inyo and Willdan Engineering of San Bernardino, CA increasing the contract to an amount not to exceed \$60,000.00 and extending the term end date from June 30, 2026, to June 30, 2027, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

At the February 6, 2024, Board of Supervisors meeting, your Board approved the contract with Willdan Engineering for the provision of Building and Safety and Engineering Services for an amount not to exceed \$25,000.00 to support Inyo County Building and Safety officials with timely completion of complex plan reviews.

At the June 18, 2024, Board of Supervisors meeting, your Board approved Amendment No. 1 with Willdan Engineering, extending the end date of the contract from June 30, 2024, to June 30, 2025. Amendment No. 2 with Willdan Engineering, extending the end date of the contract from June 30, 2025 to June 20, 2026, was approved June 2, 2025.

This amendment will increase the amount of the contract from \$25,000 to \$60,000 and also extends the contract date by an additional year through June 30, 2027. The additional contracted amount will be fully covered by the fees that are gathered during the permitting process.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$41,456.25 for the period between March 3, 2026, and June 30, 2027. Building & Safety has utilized \$18,543.75 of the original contracted amount of \$25,000.

Future Fiscal Year Impacts

The total contracted amount is \$60,000 and the contract will not go over that amount through June 30, 2027.

Additional Information

This increase request was included in Mid-Year.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this extension. However, this would impact the Building & Safety staff from being able to utilize these vital services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Building and Safety

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning

Thriving Communities | Community Supporting Infrastructure Improvements

Thriving Communities | Improve Housing Opportunities

Economic Enhancement | Collaborative Regional Economic Development

High Quality Services | High-Quality County Government Services

High Quality Services | Improved Access to Government

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Travis Dean	Created/Initiated - 02/02/2026
Darcy Israel	Approved - 02/02/2026
Travis Dean	Approved - 02/19/2026
Breanne Nelums	Approved - 02/19/2026
Amy Shepherd	Approved - 02/20/2026
Keri Oney	Approved - 02/23/2026
Travis Dean	Approved - 02/23/2026
John Vallejo	Approved - 02/23/2026
Michael Errante	Approved - 02/23/2026
Denelle Carrington	Final Approval - 02/24/2026

ATTACHMENTS:

1. Willdan Engineering Outside Planning Services Contract
2. Willdan Amendment No. 1
3. Willdan Amendment No. 2
4. Willdan Amendment No. 3

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 6th day of February 2024 an order was duly made and entered as follows:

CAO & Public Works – Willdan Outside Planning Services Contract

Public comment was heard from Carola Gregorich. Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

- A) Approve the contract between the County of Inyo and Willdan Engineering of San Bernardino, CA for the provision of Building and Safety and Engineering Services in an amount not to exceed \$25,000 for the period of February 6, 2024 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained;
- B) Approve Resolution No. 2024-06, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Updating the Fee Schedule for Plan Check Services Provided by the Office of Building and Safety," and authorize the Chairperson to sign; and
- C) Amend the Fiscal Year 2023-2024 County Budget as follows: increase appropriation in the Building & Safety Budget (023200), Professional Services (5265) by \$25,000 and reduce the General Fund Contingencies Budget (087100), Contingencies (5901) by \$25,000 (4/5ths vote required).

Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO X Other: Public Works DATE: February 7, 2024

WITNESS my hand and the seal of said Board this 6th
Day of February, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", written over a horizontal line.

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

February 6, 2024

Reference ID:
 2024-37

**Contract with Willdan Engineering for Outside Plan Review and Other Services with Accompanying Resolution and Associated Budget Amendment
 County Administrator - Emergency Services & Public Works
 ACTION REQUIRED**

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

- A) Approve the contract between the County of Inyo and Willdan Engineering of San Bernardino, CA for the provision of Building and Safety and Engineering Services in an amount not to exceed \$25,000 for the period of February 6, 2024 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
- B) Approve Resolution No. 2024-06, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Updating the Fee Schedule for Plan Check Services Provided by the Office of Building and Safety," and authorize the Chairperson to sign; and
- C) Amend the Fiscal Year 2023-2024 County Budget as follows: increase appropriation in the Building & Safety Budget (023200), Professional Services (5265) by \$25,000 and reduce the General Fund Contingencies Budget (087100), Contingencies (5901) by \$25,000 (4/5ths vote required).

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County and the City of Bishop together employ one Building Inspector and one Technical Building Official, who are responsible for processing all building permits, performing all inspections, reviewing all building plans, and performing all other tasks associated with municipal building and safety throughout the 10,000 square miles encompassed by Inyo County. These two employees also must attend internal County and City staff meetings, complete continuing education classes, consult with other Departments on multi-jurisdictional issues, and perform an important role in code enforcement. The workload in Building and Safety generally exceeds staff capacity, resulting in delays in permitting and processing that can impact homeowners, renters, small business owners, and overall economic development and housing construction in the County.

Recently, the City of Bishop executed an agreement with Willdan Engineering for outside plan check services, which will allow contracted professional Plans Examiners to check plans submitted as a part of the building permitting process for compliance with Building Code. Inyo County proposes to contract for the same set of services with the same firm, in order to reduce backlog and improve plans examining turnaround time in the unincorporated County -- while keeping the process seamless for staff.

In order to execute the Willdan contract, the County must also update its plan check fee schedule to incorporate the new cost of using the contracted service. The Willdan costs are only marginally higher than internal staff costs on an hour by hour basis. The County proposes that new plan check requests and permits generally be serviced by Willdan, unless a customer specifically requests County staff do the plan check. If a customer requests County staff do the plan check, that service will still be available at the County staff hourly rate, but the turnaround time is likely to be longer and the plan check will be put in the Building and Safety staff work queue on a first come, first served basis.

Inyo County has also added the option of contracting for engineering services to the Willdan contract on an à la carte basis, though it does not propose a budget to fund outsourced engineering services at this time. Adding engineering to the contract will simply make it faster and easier to use Willdan's contracted engineering services in the future should the County decide to move in that direction. All services under this contract will be purchased on an hour by hour basis.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023200 / 087100
Budgeted?	Yes, with this budget amendment	Object Code	5265 / 5901
Recurrence	On-going expense		
Current Fiscal Year Impact			
Up to \$25,000, though the cost of any Plan Check would be offset 100% by associated revenue realized through the fees charged.			
Future Fiscal Year Impacts			
If the contract continues in future years there will be an impact to the General Fund. Revenue that was formally received for plan checks and off-setting general fund salary cost/fixed costs will now be used to cover the cost of a contracted service, which increases the overall general fund cost.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to execute the contract, thereby negating the need for the budget amendment and associated Resolution updating the Building and Safety Fee Schedule. This is not advised, as this contract is being recommended in order to streamline plan review and permitting operations and reduce a backlog of work in the Building and Safety division.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Willdan Contract
2. Insurance Requirements
3. Building Dept. Fee Update Resolution

APPROVALS:

Meaghan McCamman	Created/Initiated - 1/23/2024
Breanne Nelums	Approved - 1/24/2024
Darcy Ellis	Approved - 1/24/2024
Denelle Carrington	Approved - 1/24/2024
Keri Oney	Approved - 1/24/2024
John Vallejo	Approved - 1/24/2024
Grace Chuchla	Approved - 1/24/2024

Amy Shepherd
Nate Greenberg
Meaghan McCamman

Approved - 1/24/2024
Approved - 1/27/2024
Final Approval - 1/29/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND Willdan Engineering
FOR THE PROVISION OF Public Works Building and Safety and Engineering SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Public Works Building and Safety and Engineering services of Willdan Engineering of San Bernardino, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from February 6, 2024 to June 30, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Breanne Nelums whose title is: Senior Management Analyst. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed Twenty Five Thousand Dollars (\$ 25,000) (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 travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Contractor'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 Contractor 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 Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and

permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. 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 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.

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

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, 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.

15. 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.

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 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.

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.

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 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, 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 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	
Public Works	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:

<u>Willdan Engineering</u>	Name
<u>650 E Hospitality Ln Ste 400</u>	Address
<u>San Bernardino, CA 92408</u>	City and State

24. ENTIRE AGREEMENT.

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

////

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Willdan Engineering
FOR THE PROVISION OF Public Works Building and Safety and Engineering SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 13th DAY OF February, 2024.

COUNTY OF INYO

CONTRACTOR

By: 
Signature
Matt Kingsley
Type or Print Name

By: 
Signature
Patrick Johnson
Type or Print Name

Dated: 02/13/2024

Dated: 2-12-24

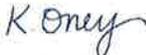
APPROVED AS TO FORM AND LEGALITY:


John-Carl Vallejo (Jan 23, 2024 16:21 PST)
County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Willdan Engineering
FOR THE PROVISION OF Public Works Building and Safety and Engineering SERVICES**

TERM:

FROM: Feb 6, 2024 **TO:** June 30, 2024

SCOPE OF WORK:

Willdan will provide Public Works Building and Safety and Engineering services as-needed, on an hourly basis according to the fee schedule in Attachment B.

Services will be requested by the Director of Public Works or their designee. Prior to beginning work, Willdan will estimate the number of hours each discrete service will take, and a total cost for the service. The Director of Public Works, or their designee, will approve moving forward with the service based on that estimate. If the cost of service begins to exceed the estimate, Willdan will provide an updated estimate in writing (email is ok) to the Director of Public Works or their designee.

Upon the completion of the requested service, an invoice will be sent to the Director of Public Works or their designee for approval of work satisfactorily completed.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Willdan Engineering
FOR THE PROVISION OF Public Works Building and Safety and Engineering SERVICES**

TERM:

FROM: February 6, 2024 **TO:** June 30, 2024

SCHEDULE OF FEES:

Willdan will provide building and safety and engineering services based on the hourly rates below.

Expedited plan review will be billed at 1.35x of the hourly rate. Overtime inspections will be charged a 1.5 factor, and mileage for inspections will be billed at the current IRS Standard Mileage Rate. All rates and cost shall be effective through the term of the agreement.

- Project Manager - \$150/hour
- Building Official - \$150/hour
- Engineering Plans Examiner - \$135/hour
- Plans Examiner - \$125/hour
- CASp Plan Review and Inspection - \$125/hour
- Building Inspector - \$105/hour
- Senior Building Inspector - \$115/hour
- Permit Technician - \$75/hour
- Senior Permit Technician - \$85/hour
- Administrative Assistant - \$70/hour
- Fire Plans Examiner - \$125/hour
- Fire Inspector - \$105/hour
- Engineering Plan Review (Civil) - \$145/hour
- Engineering Inspector (PW) - \$135/hour

Travel cost reimbursement shall include but not be limited to the following: Mileage at the current IRS rates, hourly wages for travel to and from the site (NTE 8 hours per round trip), lodging and meals GSA per diem rates for Inyo County, and any overtime pay as stated above.

ATTACHMENT C

AND _____
AGREEMENT BETWEEN COUNTY OF INYO
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **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, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. (*Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.*)
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (*Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.*)
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

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

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo

Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

-end-

RESOLUTION NO. 2024 - 06

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
UPDATING THE FEE SCHEDULE FOR PLAN CHECK SERVICES PROVIDED BY
THE OFFICE OF BUILDING AND SAFETY**

WHEREAS, the Inyo County Department of Public Works operates the Office of Building and Safety;

WHEREAS, the Office of Building and Safety is tasked with reviewing, permitting, and inspecting all aspects of the construction process to ensure compliance with Title 24 of the California Code of Regulations;

WHEREAS, Building and Safety has recently experienced a significant increase in the cost to provide plan check services, and the revenue produced under its existing fee schedule is not adequate to allow the County to recover its cost of providing plan check services;

WHEREAS, Building and Safety has complied with all procedures set forth in Government Code 66016 as they pertain to fee modifications.

NOW THEREFORE BE IT RESOLVED:

1. That the fees for plan check services provided by the Office of Building and Safety shall be set as follows:
 - a. Actual cost based on number of hours spent by the plan examiner at the following rates: Wildan Engineering Plans Examiner - \$135 per hour, Wildan Plans Examiner - \$125 per hour, County Senior Building Inspector - \$105.63 per hour, and County Building Inspector - \$75.34 per hour
 - b. Expedited review will incur an additional cost of 1.35 times the standard cost
2. That all other fees for services provided by the Office of Building and Safety shall remain unchanged.
3. That the adoption of this Resolution approving the proposed fee schedule is statutorily exempt from the provisions of CEQA pursuant to Section 15273(a)(1) and (a)(2) of the CEQA Guidelines as the establishment or modification of rates, fees, and charges which are for the purpose of meeting operating expenses.
4. That these fees meet the requirements set forth in subdivision (e)(2), (e)(3), or (e)(5), as applicable, of Section 1 Article XIII(C) of the California Constitution, and are therefore exempt from the definition of a tax as used therein.
5. That the revenue resulting from the fees established pursuant to this resolution will not exceed the estimated reasonable costs to provide the services and that the costs of providing these services are reasonably allocated among the fees established.

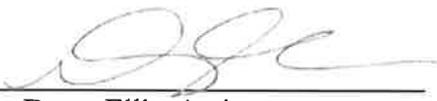
PASSED AND ADOPTED this 6th day of February, 2024, by the following vote:

AYES: -5- Supervisors Griffiths, Kingsley, Marcellin, Orrill, Roeser
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-



MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: 

Darcy Ellis, Assistant
Assistant Clerk of the Board

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 18th day of June 2024 an order was duly made and entered as follows:

CAO – Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve Amendment
Willdan No. 1 to the contract between the County of Inyo and Willdan Engineering of San Bernardino,
Engineering CA, extending the term end date from June 30, 2024, to June 30, 2025, contingent upon
Contract approval of the Fiscal Year 2024-2025 budget and authorize the Chairperson to sign. Motion
Amendment No. 1 carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: DATE: June 21, 2024

WITNESS my hand and the seal of said Board this 18th
Day of June, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

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

June 18, 2024

Reference ID:
2024-474

Amendment to Contract with Willdan Engineering for the 2024-2025 Fiscal Year County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Approve Amendment No. 1 to the contract between the County of Inyo and Willdan Engineering of San Bernardino, CA, extending the term end date from June 30, 2024 to June 30, 2025, contingent upon approval of the Fiscal Year 2024-2025 budget and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

In February 2024, the County approved a contract with Willdan Engineering to support Inyo County Building and Safety officials with timely completion of complex plan reviews. If successful, the relationship with Willdan for plan review could continue for the foreseeable future. For long term contractual relationships, the County prefers that contracts be renewed every year for each fiscal year. This amendment brings the contract with Willdan into the preferred fiscal year cadence through FY 2024/25.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023200/087100
Budgeted?	Yes	Object Code	5265/5901
Recurrence	Ongoing Expense		
Current Fiscal Year Impact			
Up to \$25,000 was available for use under this agreement.			
Future Fiscal Year Impacts			
Up to \$25,000 will be available for use under this agreement.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the amendment extending this contract. This is not advised, as the contract was initiated in February 2024 through June 30, 2024 as a stopgap measure, and with a plan to carry the contract forward for the next fiscal year. This contract remains an important tool in ensuring timely and efficient plan review in the Inyo County Building and Safety division.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Building and Safety

ATTACHMENTS:

- 1. Willdan Outside Planning Services Contract
- 2. Willdan Contract Amendment - signed

APPROVALS:

Meaghan McCamman	Created/Initiated - 6/6/2024
Darcy Ellis	Approved - 6/6/2024
Keri Oney	Approved - 6/6/2024
John Vallejo	Approved - 6/12/2024
Amy Shepherd	Approved - 6/12/2024
Nate Greenberg	Approved - 6/12/2024
Meaghan McCamman	Final Approval - 6/12/2024

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 6th day of February 2024 an order was duly made and entered as follows:

CAO & Public Works – Willdan Outside Planning Services Contract

Public comment was heard from Carola Gregorich. Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

- A) Approve the contract between the County of Inyo and Willdan Engineering of San Bernardino, CA for the provision of Building and Safety and Engineering Services in an amount not to exceed \$25,000 for the period of February 6, 2024 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained;
- B) Approve Resolution No. 2024-06, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Updating the Fee Schedule for Plan Check Services Provided by the Office of Building and Safety," and authorize the Chairperson to sign; and
- C) Amend the Fiscal Year 2023-2024 County Budget as follows: increase appropriation in the Building & Safety Budget (023200), Professional Services (5265) by \$25,000 and reduce the General Fund Contingencies Budget (087100), Contingencies (5901) by \$25,000 (4/5ths vote required).

Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO X Other: Public Works DATE: February 7, 2024

WITNESS my hand and the seal of said Board this 6th
Day of February, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", written over a horizontal line.

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

February 6, 2024

Reference ID:
2024-37

Contract with Willdan Engineering for Outside Plan Review and Other Services with Accompanying Resolution and Associated Budget Amendment County Administrator - Emergency Services & Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

- A) Approve the contract between the County of Inyo and Willdan Engineering of San Bernardino, CA for the provision of Building and Safety and Engineering Services in an amount not to exceed \$25,000 for the period of February 6, 2024 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
- B) Approve Resolution No. 2024-06, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Updating the Fee Schedule for Plan Check Services Provided by the Office of Building and Safety," and authorize the Chairperson to sign; and
- C) Amend the Fiscal Year 2023-2024 County Budget as follows: increase appropriation in the Building & Safety Budget (023200), Professional Services (5265) by \$25,000 and reduce the General Fund Contingencies Budget (087100), Contingencies (5901) by \$25,000 (4/5ths vote required).

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County and the City of Bishop together employ one Building Inspector and one Technical Building Official, who are responsible for processing all building permits, performing all inspections, reviewing all building plans, and performing all other tasks associated with municipal building and safety throughout the 10,000 square miles encompassed by Inyo County. These two employees also must attend internal County and City staff meetings, complete continuing education classes, consult with other Departments on multi-jurisdictional issues, and perform an important role in code enforcement. The workload in Building and Safety generally exceeds staff capacity, resulting in delays in permitting and processing that can impact homeowners, renters, small business owners, and overall economic development and housing construction in the County.

Recently, the City of Bishop executed an agreement with Willdan Engineering for outside plan check services, which will allow contracted professional Plans Examiners to check plans submitted as a part of the building permitting process for compliance with Building Code. Inyo County proposes to contract for the same set of services with the same firm, in order to reduce backlog and improve plans examining turnaround time in the unincorporated County -- while keeping the process seamless for staff.

In order to execute the Willdan contract, the County must also update its plan check fee schedule to incorporate the new cost of using the contracted service. The Willdan costs are only marginally higher than internal staff costs on an hour by hour basis. The County proposes that new plan check requests and permits generally be serviced by Willdan, unless a customer specifically requests County staff do the plan check. If a customer requests County staff do the plan check, that service will still be available at the County staff hourly rate, but the turnaround time is likely to be longer and the plan check will be put in the Building and Safety staff work queue on a first come, first served basis.

Inyo County has also added the option of contracting for engineering services to the Willdan contract on an à la carte basis, though it does not propose a budget to fund outsourced engineering services at this time. Adding engineering to the contract will simply make it faster and easier to use Willdan's contracted engineering services in the future should the County decide to move in that direction. All services under this contract will be purchased on an hour by hour basis.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023200 / 087100
Budgeted?	Yes, with this budget amendment	Object Code	5265 / 5901
Recurrence	On-going expense		
Current Fiscal Year Impact			
Up to \$25,000, though the cost of any Plan Check would be offset 100% by associated revenue realized through the fees charged.			
Future Fiscal Year Impacts			
If the contract continues in future years there will be an impact to the General Fund. Revenue that was formally received for plan checks and off-setting general fund salary cost/fixed costs will now be used to cover the cost of a contracted service, which increases the overall general fund cost.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to execute the contract, thereby negating the need for the budget amendment and associated Resolution updating the Building and Safety Fee Schedule. This is not advised, as this contract is being recommended in order to streamline plan review and permitting operations and reduce a backlog of work in the Building and Safety division.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Willdan Contract
2. Insurance Requirements
3. Building Dept. Fee Update Resolution

APPROVALS:

Meaghan McCamman	Created/Initiated - 1/23/2024
Breanne Nelums	Approved - 1/24/2024
Darcy Ellis	Approved - 1/24/2024
Denelle Carrington	Approved - 1/24/2024
Keri Oney	Approved - 1/24/2024
John Vallejo	Approved - 1/24/2024
Grace Chuchla	Approved - 1/24/2024

Amy Shepherd
Nate Greenberg
Meaghan McCamman

Approved - 1/24/2024
Approved - 1/27/2024
Final Approval - 1/29/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND Willdan Engineering
FOR THE PROVISION OF Public Works Building and Safety and Engineering SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Public Works Building and Safety and Engineering services of Willdan Engineering of San Bernardino, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from February 6, 2024 to June 30, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Breanne Nelums whose title is: Senior Management Analyst. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed Twenty Five Thousand Dollars (\$25,000) (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 travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Contractor'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 Contractor 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 Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

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

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and

permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. 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 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.

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

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, 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.

15. 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.

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 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.

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.

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 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, 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 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	
Public Works	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:

<u>Willdan Engineering</u>	Name
<u>650 E Hospitality Ln Ste 400</u>	Address
<u>San Bernardino, CA 92408</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Willdan Engineering
FOR THE PROVISION OF Public Works Building and Safety and Engineering SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 13th DAY OF February, 2024.

COUNTY OF INYO

CONTRACTOR

By: 
Signature
Matt Kingsley
Type or Print Name

By: 
Signature
Patrick Johnson
Type or Print Name

Dated: 02/13/2024

Dated: 2-12-24

APPROVED AS TO FORM AND LEGALITY:


John-Carl Vallejo (Jan 23, 2024 16:21 PST)
County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Willdan Engineering
FOR THE PROVISION OF Public Works Building and Safety and Engineering SERVICES**

TERM:

FROM: Feb 6, 2024 **TO:** June 30, 2024

SCOPE OF WORK:

Willdan will provide Public Works Building and Safety and Engineering services as-needed, on an hourly basis according to the fee schedule in Attachment B.

Services will be requested by the Director of Public Works or their designee. Prior to beginning work, Willdan will estimate the number of hours each discrete service will take, and a total cost for the service. The Director of Public Works, or their designee, will approve moving forward with the service based on that estimate. If the cost of service begins to exceed the estimate, Willdan will provide an updated estimate in writing (email is ok) to the Director of Public Works or their designee.

Upon the completion of the requested service, an invoice will be sent to the Director of Public Works or their designee for approval of work satisfactorily completed.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Willdan Engineering
FOR THE PROVISION OF Public Works Building and Safety and Engineering SERVICES**

TERM:

FROM: February 6, 2024 **TO:** June 30, 2024

SCHEDULE OF FEES:

Willdan will provide building and safety and engineering services based on the hourly rates below.

Expedited plan review will be billed at 1.35x of the hourly rate. Overtime inspections will be charged a 1.5 factor, and mileage for inspections will be billed at the current IRS Standard Mileage Rate. All rates and cost shall be effective through the term of the agreement.

- Project Manager - \$150/hour
- Building Official - \$150/hour
- Engineering Plans Examiner - \$135/hour
- Plans Examiner - \$125/hour
- CASp Plan Review and Inspection - \$125/hour
- Building Inspector - \$105/hour
- Senior Building Inspector - \$115/hour
- Permit Technician - \$75/hour
- Senior Permit Technician - \$85/hour
- Administrative Assistant - \$70/hour
- Fire Plans Examiner - \$125/hour
- Fire Inspector - \$105/hour
- Engineering Plan Review (Civil) - \$145/hour
- Engineering Inspector (PW) - \$135/hour

Travel cost reimbursement shall include but not be limited to the following: Mileage at the current IRS rates, hourly wages for travel to and from the site (NTE 8 hours per round trip), lodging and meals GSA per diem rates for Inyo County, and any overtime pay as stated above.

ATTACHMENT C

AND _____
AGREEMENT BETWEEN COUNTY OF INYO
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **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, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

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

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo

Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

-end-

RESOLUTION NO. 2024 - 06

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
UPDATING THE FEE SCHEDULE FOR PLAN CHECK SERVICES PROVIDED BY
THE OFFICE OF BUILDING AND SAFETY**

WHEREAS, the Inyo County Department of Public Works operates the Office of Building and Safety;

WHEREAS, the Office of Building and Safety is tasked with reviewing, permitting, and inspecting all aspects of the construction process to ensure compliance with Title 24 of the California Code of Regulations;

WHEREAS, Building and Safety has recently experienced a significant increase in the cost to provide plan check services, and the revenue produced under its existing fee schedule is not adequate to allow the County to recover its cost of providing plan check services;

WHEREAS, Building and Safety has complied with all procedures set forth in Government Code 66016 as they pertain to fee modifications.

NOW THEREFORE BE IT RESOLVED:

1. That the fees for plan check services provided by the Office of Building and Safety shall be set as follows:
 - a. Actual cost based on number of hours spent by the plan examiner at the following rates: Wildan Engineering Plans Examiner - \$135 per hour, Wildan Plans Examiner - \$125 per hour, County Senior Building Inspector - \$105.63 per hour, and County Building Inspector - \$75.34 per hour
 - b. Expedited review will incur an additional cost of 1.35 times the standard cost
2. That all other fees for services provided by the Office of Building and Safety shall remain unchanged.
3. That the adoption of this Resolution approving the proposed fee schedule is statutorily exempt from the provisions of CEQA pursuant to Section 15273(a)(1) and (a)(2) of the CEQA Guidelines as the establishment or modification of rates, fees, and charges which are for the purpose of meeting operating expenses.
4. That these fees meet the requirements set forth in subdivision (e)(2), (e)(3), or (e)(5), as applicable, of Section 1 Article XIII(C) of the California Constitution, and are therefore exempt from the definition of a tax as used therein.
5. That the revenue resulting from the fees established pursuant to this resolution will not exceed the estimated reasonable costs to provide the services and that the costs of providing these services are reasonably allocated among the fees established.

PASSED AND ADOPTED this 6th day of February, 2024, by the following vote:

AYES: -5- Supervisors Griffiths, Kingsley, Marcellin, Orrill, Roeser
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-



MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: 

Darcy Ellis, Assistant
Assistant Clerk of the Board

**AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF INYO & WILLDAN ENGINEERING FOR THE PROVISION OF PUBLIC
WORKS BUILDING AND SAFETY AND ENGINEERING SERVICES**

This Agreement and First Amendment is entered into June 18, 2024, by and between the County of Inyo (hereinafter, "County"), a political subdivision of the State of California, and Willdan Engineering (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor, and executed by the same on February 6, 2024, and providing for Public Works Building and Safety and Engineering Services (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The Term of the Contract set forth in Paragraph 2 and restated throughout the Contract on Attachments A, B, and C is hereby extended through June 30, 2025.
2. All other terms and conditions of the Contract not expressly amended shall remain in full force and effect.

IN WITNESS THEREOF, AS SET FORTH BELOW, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATE FIRST ABOVE MENTIONED.

COUNTY OF INYO:



Matt Kingsley, Board Chair

CONTRACTOR:



Patrick Johnson - Director Building and Safety
Print Name and Title

Approved as to Form:


John-Carl Vallejo (Jun 12, 2024 10:22 PDT)
County Counsel

AMENDMENT NUMBER 2

TO

AGREEMENT BETWEEN THE COUNTY OF INYO AND

Willdan Engineering

FOR THE PROVISION OF Public Works Building and Safety and Engineering

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Willdan Engineering, of San Bernardino, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Public Works Building and Safety and Engineering dated February 6, 2024, on County of Inyo Standard Contract No. 117, for the term from February 6, 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:

1. The Term of the Contract set forth in Paragraph 2 and restated throughout the Contract on Attachments A, B and C is here by extended through June 20, 2026.
2. All other terms and conditions of the Contract not expressly amended shall remain in full force and effect.

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 2

TO

AGREEMENT BETWEEN THE COUNTY OF INYO AND

Willdan Engineering

FOR THE PROVISION OF Public Works Building and Safety and Engineering

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
2nd DAY OF June, 2025.

COUNTY OF INYO

By: Michael Corante

Dated: 06/02/2025

CONTRACTOR

By: Patrick Johnson
Patrick Johnson (Signature 25 10:35 PDT)

Patrick Johnson
Type or Print

Dated: 05/30/2025

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
County Counsel Vallejo (May 28, 2025 14:11 PDT)

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor Gardin (May 29, 2025 08:49 PDT)

APPROVED AS TO RISK ASSSMENT:

[Signature]
County Risk Manager (May 30, 2025 08:52 PDT)

AMENDMENT NO. 3
To
Agreement Between COUNTY OF INYO and
Willdan Engineering
For
Public Works Building and Safety and Engineering Services

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Willdan Engineering of San Bernardino, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of Public Works Building and Safety and Engineering services dated February 13, 2024, on County of Inyo Standard Contract No. 117, for the term from June 30, 2025 to June 20, 2026.

WHEREAS, County and Consultant 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 Consultant hereby amend such Agreement as follows:

1. The contract term is extended from June 20, 2026 to June 30, 2027.
2. Amend section 3(D) of the contract not to exceed amount to \$60,000.00

The effective date of this amendment to the Agreement is March 3, 2026.

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

AMENDMENT NO. 3
To
Agreement Between COUNTY OF INYO and
Willdan Engineering
For
Public Works Building and Safety and Engineering Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
3rd DAY OF MARCH, 2026.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 3, 2026

Reference ID:
2026-113

Surplus Vehicle Donation County Administrator - Motor Pool ACTION REQUIRED

ITEM SUBMITTED BY

Miquela Beall, Administrative Analyst

ITEM PRESENTED BY

Tim Bachman, Assistant Sheriff

RECOMMENDED ACTION:

A) declare two (2) 2016 Ford Expeditions (Asset Nos. 9782 and 9783) surplus and no longer needed for County use; and B) approve the donation of said 2016 Ford Expeditions to Southern Inyo Fire Protection District pursuant to Government Code Section 25365 (4/5ths vote required).

BACKGROUND / SUMMARY / JUSTIFICATION:

These vehicles, the 2016 Ford Expeditions, have been utilized by the Sheriff Department for regular patrol but they are reaching the end of their useful life for these purposes. The Southern Inyo Fire Protection District has determined the vehicles will fit their needs and have shown interest in acquiring the vehicle from the County.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	200200/ Motor Pool Replacement
Budgeted?	No	Object Code	4911/Sale of Fixed Assets
Recurrence	N/A	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Roughly \$6000-\$10,000 for FY25/26 will be reduced from the anticipated revenue for Motor Pool Replacement by donating these vehicles instead of selling them through public auction.
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to donate the vehicles to The Southern Inyo Fire District and donate them to another eligible entity or dispose of them through public auction.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Sheriff's Department; Southern Inyo Fire Protection District

STRATEGIC PLAN ALIGNMENT:

High Quality Services In Public Safety and Emergency Response

APPROVALS:

Miquela Beall	Created/Initiated - 02/10/2026
Darcy Israel	Approved - 02/11/2026
Amy Shepherd	Approved - 02/11/2026
John Vallejo	Approved - 02/12/2026
Denelle Carrington	Approved - 02/17/2026
David Fraser	Final Approval - 02/23/2026

ATTACHMENTS:

1. Fixed Asset Report #9782
2. Fixed Asset Report #9783

**Fixed Asset Master Report
As of Tuesday, February 10, 2026**

FA00009782 2016 FORD EXPEDITION SSV 4X4

3 IF 01

General Information

In Service Date: 05/27/2016	Depreciation Method:	
Purchase Amount: 46,764.51	Asset Life: 5 Years	Gain/Loss Calculator
Salvage Value: 0.00	Remaining Life: Fully Depreciated	

Location

Department: 200 MOTOR POOL **Key/Object:** 200100 1960
Location:
Building:
Room:

Purchasing Details

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>PO Number</u>	<u>Vendor</u>	<u>Item Amount</u>	<u>Account Distribution</u>
236759	05/27/2016	UA00334038	P42001	V002489- DOWNTOWN FORD	46,764.51	200100-5655
				Total	<u>46,764.51</u>	

Depreciation History

No depreciation records exist for this asset

6/30/2016	4,676.45	4,676.45	42,088.06	2216284
6/30/2017	9,352.90	14,029.35	32,735.16	2295399
6/30/2018	9,352.90	23,382.25	23,382.26	2532224
6/30/2019	9,352.90	32,735.15	14,029.36	2825766
6/30/2019	9,352.90	32,735.15	14,029.36	2862818
6/30/2020	9,352.90	42,088.05	4,676.46	3118116
6/30/2020	9,352.90	42,088.05	4,676.46	3118614
6/30/2020	9,352.90	42,088.05	4,676.46	3119655
6/30/2021	4,676.46	46,764.51	0.00	3349250

**Fixed Asset Master Report
As of Tuesday, February 10, 2026**

FA00009783 2016 FORD EXPEDITION SSV 4X4

3 IF 01

General Information

In Service Date:	05/20/2016	Depreciation Method:	
Purchase Amount:	46,764.51	Asset Life:	5 Years
Salvage Value:	0.00	Remaining Life:	Fully Depreciated

[Gain/Loss Calculator](#)

Location

Department:	200	MOTOR POOL	Key/Object:	200100 1960
Location:				
Building:				
Room:				

Purchasing Details

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>PO Number</u>	<u>Vendor</u>	<u>Item Amount</u>	<u>Account Distribution</u>
236673	05/20/2016	UA00340388	P42001	V002489- DOWNTOWN FORD	46,764.51	200100-5655
				Total	46,764.51	

Depreciation History

No depreciation records exist for this asset

6/30/2016	4,676.45	4,676.45	42,088.06	2216284
6/30/2017	9,352.90	14,029.35	32,735.16	2295399
6/30/2018	9,352.90	23,382.25	23,382.26	2532224
6/30/2019	9,352.90	32,735.15	14,029.36	2825766
6/30/2019	9,352.90	32,735.15	14,029.36	2862818
6/30/2020	9,352.90	42,088.05	4,676.46	3118116
6/30/2020	9,352.90	42,088.05	4,676.46	3118614
6/30/2020	9,352.90	42,088.05	4,676.46	3119655
6/30/2021	4,676.46	46,764.51	0.00	3349250



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 3, 2026

Reference ID:
2025-520

Modification of the Inyo County Groundwater Transfer Ordinance

County Counsel

ACTION REQUIRED

ITEM SUBMITTED BY

County Counsel, County Administrator

ITEM PRESENTED BY

John Vallejo, County Counsel

RECOMMENDED ACTION:

- A) Introduce, read title, and waive further reading of Ordinance 1327 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 March 17, 2026, in the County Administrative Center, 224 N. Edwards, Independence;
- C) Review proposed Resolution No. 2026-07, 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 1327," and provide any direction to staff regarding the proposed changes to be brought forward concurrent with the adoption of the ordinance; 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. A draft of the proposed resolution is attached for your Board's review and to provide any direction with regard to its substance prior to bringing the resolution forward for adoption concurrently with the 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.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Water Department.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Darcy Israel	Created/Initiated - 02/18/2026
Darcy Israel	Approved - 02/19/2026
Cathreen Richards	Approved - 02/19/2026
Holly Alpert	Approved - 02/20/2026
Amy Shepherd	Approved - 02/20/2026
John Vallejo	Approved - 02/23/2026
David Fraser	Final Approval - 02/24/2026

ATTACHMENTS:

1. Groundwater Export Ordinance 2026
2. Ordinance 1004
3. Resolution No. 2026-07
4. Resolution No. 1999-43

ORDINANCE NO. 2026-

**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 is 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, prior to the effective date of Ordinance 1004, California law was clarified to confirm that counties have the power to regulate the extraction and export 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 within Inyo County, and to make clear that such regulation, including regulation of transfers or transport of groundwater from groundwater basins located wholly or partially within the County, is undertaken under the County's general police power which is separate and independent of the County's zoning regulatory powers.

WHEREAS, this Ordinance does not substantially change the provisions for regulating the transfer or transport of water but only updates the provisions and clarifies the source of County's regulatory authority by moving the updated 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.

WHEREAS, litigation arising from water gathering activities conducted by the City of Los Angeles within Inyo County resulted in, among other things, the Inyo/Los Angeles Water Agreement. (The Inyo/Los Angeles Water Agreement is described in section 7.02.05.F below.) As provided in section 7.02.05.F, extractions of groundwater and changes in surface water practices undertaken by the City of Los Angeles under the Inyo/Los Angeles Water Agreement are exempt from the regulation set forth in this Ordinance.

WHEREAS, this Ordinance is categorically exempt from California Environmental Quality Act (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.)

WHEREAS, the adoption of this ordinance also is exempt from review under 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).)

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 Inyo 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” or “extraction” means the process of withdrawing groundwater by pumping or other controlled means.
- C. “Groundwater” or “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” or “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:

<u>Name of Basin</u>	<u>Number of Basin</u>
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. "Overdraft" or "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.

- G. "Person" or "person" means any natural person, and any corporation, partnership, association, public entity, municipality and any other entity with legal existence under California law.
- H. "Preexisting Use" or "preexisting use" means any Water Transfer or Transport lawfully occurring on October 27, 1998, the effective date of Ordinance 1004, or lawfully occurring after October 27, 1998, but before the effective date of this ordinance pursuant to a permit granted under Ordinance 1004.
- I. "Public Trust Resources" means resources protected under the public trust doctrine.
- J. "Recharge" or "recharge" means flow of water to groundwater storage from precipitation, infiltration from streams, irrigation, spreading basins, and other sources.
- K. "Surface Water" or "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" or "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 California Water Code (hereafter "Water Code") Section 1810 et seq., or (2) pursuant to a sale or other method of exchange to the City of Los Angeles of surface water or groundwater extracted or diverted from within Inyo County by a person other than the City of Los Angeles, or (3) that involves movement of groundwater extracted by a person other than the City of Los Angeles 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) that involves movement of groundwater extracted by a person other than the City of Los Angeles 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, or (5) that involves groundwater being

extracted by a person other than the City of Los Angeles from a groundwater basin within Inyo County which is used to replace an existing surface water use within the same groundwater basin, 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 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 extracted from within Inyo County via the Los Angeles Aqueduct under Water Code Section 1810, the sale of groundwater extracted from within 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 Water 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 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. Nothing in this ordinance shall be interpreted to affect or otherwise limit the rights of the City of Los Angeles to extract groundwater or change its surface water management practices in accordance with the Inyo/Los Angeles Water Agreement.
- 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. Economy and Environment of Inyo County. A Water Transfer or Transport has 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 and to protect Public Trust Resources through the regulation of a Water Transfer or Transport.
- 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 Water Transfer or Transport be regulated in a manner that provides for the protection of the overall environment and economy of Inyo 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 a Water Transfer or Transport.

7.02.15 Scope

- A. Actions Subject to this Chapter. Any person who proposes a Water Transfer or Transport described below shall be subject to the provisions of this chapter.
- B. Exemptions. A Water Transfer or Transport described below shall be exempt from the application of this chapter (Chapter 7.02):
 - 1. a Water Transfer or Transport by the City of Los Angeles from Inyo 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 groundwater banking and associated groundwater extraction project within Inyo County that is undertaken by the City of Los Angeles;
 - 2. a Water Transfer or Transport 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 Water Transfer or Transport 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 Water Transfer or Transport via tanker truck or trucks does not exceed one acre foot during a one year period; and
 - 4. a Water Transfer or Transport extracted or diverted from outside of the boundaries of Inyo County.
- C. Preexisting Uses.
 - 1. A preexisting use that was occurring on October 27, 1998 (the effective date of Ordinance No. 1004) may only continue as long as the Water Transfer or Transport meets all of the criteria listed below. A Water Transfer or Transport which does not meet all of the criteria) shall not be considered a preexisting use and shall be subject to the provisions of this chapter.
 - a. The Water Transfer or Transport has been and continues to be

conducted in a manner is substantially similar to the Water Transfer or Transport that occurred during the one year period immediately prior to October 27, 1998.

b. The Water 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.

c. The Water 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.

d. The Water 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.

e. The Water 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, 1998.

2. A preexisting use lawfully occurring after October 27, 1998, but before the effective date of this ordinance under a permit granted under Ordinance 1004 may continue under the terms and conditions of the permit granted under Ordinance 1004; however, the provisions of this chapter, including provisions pertaining to permit extensions, permit modifications, permit violations and permit expirations, shall apply to such permits.

D. Pending Applications

An application for a conditional use permit for a Water Transfer or Transport which has been submitted to the Inyo County Planning Department pursuant to Ordinance 1004 subsequent to March 1, 2026, or any application submitted to the Inyo County Planning Department pursuant to Ordinance 1004 prior to March 1, 2026 that has not been deemed complete by the Inyo County Planning Department as of March 1, 2026, shall be deemed an application for a Water Transfer or Transport permit submitted to the Water Department and shall be processed and either granted or denied in accordance with the provisions of this chapter.

7.02.20 Water Transfer or Transport Permit Requirement

Any person who proposes a Water Transfer or Transport as defined in Section 7.02.00 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 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 or Transport to unreasonably affect the overall economy or environment of Inyo 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 or in defending a legal challenge to the issuance of a Water Transfer or Transport permit 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 or defending the issuance of a permit. The Fee Agreement (and any Water Transfer or Transport permit) shall also provide that the applicant or a successor shall pay the County for the costs incurred by the County in (1) 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 and, (2) implementing any mitigation measures the applicant or a successor is ordered to implement pursuant to section 7.02.130.
- 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 CEQA on any application for a Water Transfer or Transport permit.

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 of this Code. (Code Enforcement).

7.02.120 Required Findings

- A. Findings. A permit for a Water Transfer or Transport 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 Water Transfer or Transport) 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 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 CEQA (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 or 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 or Transport 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 or Transport within the effected groundwater basin, when considered together with the effects of past water Transfers and Transports and water exports, as well as approved and anticipated future water Transfers and 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 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.

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.
 - 1. In the event that evidence obtained through the monitoring and/or reporting program, or other evidence, indicates that a Water Transfer or Transport that is a preexisting use lawfully occurring on October 27, 1998 no longer meets the criteria for such a preexisting use or that such use has unreasonably affected, or has the potential to unreasonably affect, the overall economy or the environment of the county, 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 preexisting use lawfully occurring on October 27, 1998 no longer meets the criteria for a preexisting use and/or if continued, would cause an unreasonable effect on the overall economy or the environment of the county, the commission shall find that such Water Transfer or Transport is no longer a preexisting use and that the use must be terminated. In the event of such termination, the user may apply for a Water Transfer or Transport in accordance with the provisions of this chapter.
 - 2. In the event that evidence obtained through the monitoring and/or reporting program, or other evidence, indicates that a Water Transfer or Transport conducted under a permit granted pursuant to Ordinance 1004 or pursuant to this chapter 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 commission finds that the Water Transfer or Transport has unreasonably affected, or has the potential to unreasonably affect, 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 the Water Transfer or Transport 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.

- C. Revocation. At the conclusion of the public hearing described in subsection B.2 above, the Water Commission may revoke a permit granted pursuant to Ordinance 1004 or 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 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. Preexisting Uses and Existing Water Transfer or Transport Permits. During the term of the permit, any Beneficially Interested Party may, upon payment of any required fee, challenge the ongoing Water Transfer or Transport that is a preexisting use lawfully occurring on October 27, 1998 or that is subject to a permit granted pursuant to Ordinance 1004 or pursuant to this chapter based on allegations that one or more of the following circumstances exists:
1. a preexisting use lawfully occurring on October 27, 1998 no longer meets the criteria for a preexisting use and/or that such use has unreasonably affected, or has the potential to unreasonably affect, the overall economy or the environment of the county;
 2. there has been or is an ongoing violation of one or more conditions of an approved permit; or
 3. the Water Transfer or Transport pursuant 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 section 7.02.115), any Beneficially Interested Party may challenge a Water Transfer or Transport 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 Water Transfer or Transport, 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 Water Transfer or Transport, 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 Water Transfer or Transport undertaken pursuant to a Water Transfer or Transport permit, the Water Commission's review shall be as set forth in this Section 7.02.135.
 2. If the challenge pertains to a Water Transfer or Transport 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 a Water Transfer or Transport permit is required, and/or previously required a Water Transfer or Transport permit, and if the commission finds that the Water Transfer or Transport 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 Water 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 Water Transfer or Transport.
- 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 Inyo 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.”

<u>Name of Basin</u>	<u>Number of Basin</u>
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:

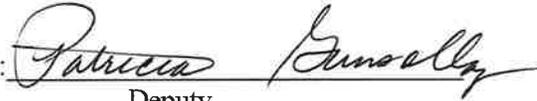
AYES: Supervisors Arcularius, Bear, Michener and Dorame

NOES: -0-

ABSENT: Supervisor Hambleton


Chair, Inyo County Board of Supervisors

ATTEST: RENE' MENDEZ
Clerk of the Board of Supervisors

BY: 
Deputy

Resolution No. 2026-07

**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 1327**

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 1327 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 1327.

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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 1327 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 1327.
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 1327.
4. Continuously review implementation of the Agreement, the FEIR, the MOU, and any transfer or transport of water regulated by Ordinance 1327 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 1327. 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 1327, 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 1327;
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 1327 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 1327.”

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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 1327. 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 ___ day of March, 2026, by the following vote of the Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Trina Orrill, Chair

Inyo County Board of Supervisors

ATTEST:

David Fraser, Board Clerk

By _____

Darcy Israel,
Assistant Board Clerk

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:

- o settle then existing property tax litigation between Inyo County and Los Angeles;
- o temporarily suspend the Superior Court's judgment, and hence Inyo County's appeal, concerning the invalidity of the Ordinance;
- o 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;
- o lease Owens Valley town water systems to Inyo County, which would result in a reduction in water rates;
- o conduct cooperative studies, together with impartial third parties, including the United States Geological Survey;
- o implement certain enhancement/mitigation projects;
- o provide financial assistance to Inyo County from Los Angeles to cover the costs of various studies and the County's water-related activities;

- o negotiate a long-term groundwater management plan;
- o 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.

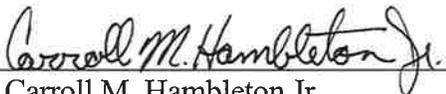
Passed and adopted this 27th day of July 1999, by the following vote.

AYES: Supervisors Hambleton, Arcularius, Bear, Lent

NOES: Supervisor Dorame

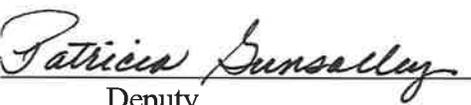
ABSTAIN: 0

ABSENT: 0



Carroll M. Hambleton Jr.
Chairman, Inyo County Board of Supervisors

ATTEST: Clerk of the Board

by 

Deputy



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 3, 2026

Reference ID:
2026-109

New Online Resource for Special District Compliance Clerk-Recorder

NO ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

Receive and provide feedback on the new resource web page for local special districts.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County’s independent special districts provide essential local services and operate primarily through the dedication of community members. These districts do not have a centralized governing body to provide compliance oversight or guidance. As a result, boards often face challenges in navigating statutory requirements and best practices.

To assist these districts, a dedicated resource web page has been developed:

<https://www.inyocounty.us/government/resources/special-districts-resources>

This site consolidates key compliance information and practical guidance in one accessible location. Resource topics include:

- **Brown Act Compliance**
- **Political Reform Act of 1974**, including FPPC guidance and Conflict of Interest (COI) codes
- **Agency Resources & Directories**
- **District Boundary Change Procedures**
- **Board Member Transition Steps**
- **Local District Election Resources**
- **Required Records for Special District Boards**
- **Summary of Relevant California Laws and Regulations**

This initiative aims to strengthen governance, improve transparency, and reduce compliance risks for local districts.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	N/A
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Budgeted?	Yes	Object Code	N/A
Recurrence	N/A	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

There is no fiscal impact associated with this item. The resource web page was developed using existing staff time and available technology resources.

Future Fiscal Year Impacts

There is no fiscal impact associated with this item. The resource web page was developed using existing staff time and available technology resources.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Administration & Information Services Departments

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved Access to Government

APPROVALS:

Danielle Sexton	Created/Initiated - 02/05/2026
Darcy Israel	Approved - 02/05/2026
Danielle Sexton	Approved - 02/06/2026
Noam Shendar	Approved - 02/06/2026
Amy Shepherd	Approved - 02/08/2026
Keri Oney	Approved - 02/09/2026
John Vallejo	Approved - 02/10/2026
David Fraser	Final Approval - 02/23/2026

ATTACHMENTS:

1. Special Districts Resources - Inyo County, California

Special Districts Resources

HOMESPECIAL DISTRICTS RESOURCES SPECIAL DISTRICTS RESOURCES

Welcome To The Home Of Resources For Our Local Service Districts!!

Legal Disclaimer: *The information provided on this website is for general informational purposes only and is not legal advice. While we strive to provide accurate and up-to-date resources, we make no guarantees that the content is complete, correct, or applicable to your specific situation. Laws and regulations vary by jurisdiction and may change over time. You should consult with a qualified attorney or professional before making any decisions based on the information found here. Use of this website and its resources is at your own risk, and we disclaim all liability for any actions taken or not taken based on the content provided.*

Our local service districts run on the dedication of citizens with a passion to provide local support. As an independent agency, there is no governing agency that oversees their compliance or to assist them when they need direction. We recognize districts may need support with maintaining correct rules, regulations, and requirements. As such, we have created this page of resources to help districts navigate their responsibilities.

If you have any suggestions for improvements, topics to add, or questions - please reach out to us!

RESOURCES:

Brown Act

The Brown Act covers members of virtually every type of local government body, elected or appointed, decision-making or advisory. Some types of private organizations are covered, as are newly elected members of a legislative body, even before they take office. This includes all local LAFCO districts. Meetings subject to the Brown Act are not limited to face-to-face gatherings.

- **Brown Act Presentation** to Inyo County Board of Supervisors (1.6.25)
- **<https://www.calcities.org/resource/open-public-v-a-guide-to-the-ralph-m.-brown-act>**
- **GUIDE TO THE RALPH M. BROWN ACT: Open & Public VI, Revised 2024**

- Per SB 707, all elected and appointed officials need to be provided with a copy of the Brown Act. Please see the following link: https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&par...

Agency Resources & Directories:

- **California Special District Association:** <https://www.cstda.net/home>
- Inyo - Local Agency Formation Commission (LAFCO) - <https://www.inyocounty.us/services/planning-department/lafco>
- Inyo Clerk-Recorder - **Roster of Public Agencies** (click here to request a copy via email)

Political Reform Act Of 1974

Government Code – GOV - TITLE 9. POLITICAL REFORM [81000 - 91014]

Fair Political Practices Commission (FPPC) Information

- **When to File Campaign Statements: State & Local Filing Schedules**
- All elected or appointed district board members must file an FPPC 700 Form with the Inyo County Clerk-Recorder's Office, per Government Code 87300. A form must be filed within 30 days of assuming office, leaving office, **and** annually before April. This form can be filed online (<https://netfile.com/Filer>), and assistance is available from the Clerk-Recorder's Office. Please call 760-878-2155, or email cnott@inyoucounty.us.

Conflict of Interest (COI) Codes

- **Government Codes §§ 87300 – 87314**
- Government Code Section 87306.5 requires every local agency's code reviewing body to, bi-annually on or before July 1st of every even-numbered year, direct every local government agency which has adopted a conflict of interest code to review its conflict of interest code and either amend the code or report to the respective code reviewing body that no amendment is necessary. Pursuant GC § 87306.5, the report must be submitted to the agency's code reviewing body no later than October 1st of each even-numbered year. The code reviewing body for Inyo County local agencies is the Inyo County Board of Supervisors.
- In addition to this even-numbered year requirement, GC § 67306 requires each agency to amend its Conflict of Interest Code when change is necessitated by changed circumstances such as the change or creation of new positions which may alter the designations within the COI. Amendments or revisions shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. If after nine months following the occurrence of those changes the Conflict of Interest Code has not been amended or revised, the superior court may issue any appropriate order in an action brought under the procedures set forth in Section 87305.

How To Request District Boundary Changes

- Under construction

Steps To Take When Board Members Change

- There are specific required steps to take when a board member leaves. Please refer to this Reference Guide for **How to Fill a Vacancy (published by Ventura County)**
- **FPPC 700 filing Requirements:** Leaving members must file a “Leaving Office” FPPC 700 form within 30 days of leaving, and new members must an “Assuming Office” FPPC 700 form within 30 days of being sworn in & signing their Oath. Each board is required to notify the Clerk-Recorder’s Office as soon as there is a change in any members’ status by email to **cnott@inyocounty.us**, and **dsexton@inyocounty.us**. See below section on **Political Reform Act of 1974** for more information.

Local District Elections:

- Inyo County Elections Office is here to help all candidates through the elections process. Contact us with any questions! **elections@inyocounty.us** 760-878-2155
- **Candidate & Incumbent Resources:** <https://elections.inyocounty.us/campaign-resources/> (election guide & calendars, filing requirements, district boundaries, recall and recount guidelines, How to Fill a Vacancy guide, and more!)
- **District Initiative Ballot Measures:** <https://elections.inyocounty.us/campaign-resources/adding-measures-to-the-ballot/>

Records To Be Maintained By Each Special District Board

Under construction: A few are listed here, but we know there are more! We would like to request feedback from boards on the general records they maintain regarding their Board, and how long each item is retained for.

- Bylaws
- Conflict of Interest document
- Member Appointments & Oath forms
- Agendas
- Minutes

California Laws And Regulations:

(NOTE: This is for quick reference only and is not a complete list)

- Government Code – GOV - **TITLE 6. DISTRICTS [58000 - 62464]**
- Government Code – GOV - **TITLE 9. POLITICAL REFORM [81000 - 91014]**
- Government Code – GOV - **TITLE 1, DIV. 4. PUBLIC OFFICERS AND EMPLOYEES, CH. 4. - ARTICLE 2. Vacancies [1770 - 1782]**
- Elections Code – ELEC - **DIV. 10. LOCAL, SPECIAL, VACANCY, AND CONSOLIDATED ELECTIONS - PART 4. UNIFORM DISTRICT ELECTION LAW [10500 - 10556]**



INYO COUNTY BOARD OF SUPERVISORS

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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 3, 2026

Reference ID:
2026-70

Public Hearing and Resolution Adopting General Plan Amendment 2025-06/Environmental Justice Element

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Receive a presentation from staff regarding General Plan Amendment (GPA) 2025-06/Environmental Justice Element; conduct a public hearing; provide comments; and approve Resolution No. 2026-08, 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 to Respect to and Approving General Plan Amendment No. 2025-06/Inyo County – Environmental Justice Element," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Staff has prepared an Environmental Justice (EJ) Element (Attached) for incorporation into the General Plan in accordance with Senate Bill 1000 (SB 1000) and California Government Code §65302(h). SB 1000 mandates that jurisdictions with identified disadvantaged communities (DACs) incorporate environmental justice policies into their general plans, either as a standalone element or integrated into other elements.

Although Inyo County does not contain any DACs as defined by CalEPA and verified using CalEnviroScreen mapping tools (see Section 10.1 of the EJ Element), the County has proactively developed this element to address equity, health, and environmental concerns for all communities. Furthermore, HCD required the completion of this EJ Element for certification of the County’s Sixth Cycle Housing Element Update.

More importantly, the vast majority of the policies, goals, and implementation measures required by SB 1000 are already embedded within the County’s existing General Plan. This EJ Element consolidates, references, and supplements those existing provisions, ensuring statutory compliance while enhancing clarity and public accessibility.

During the workshops provided to the Planning Commission and Board of Supervisors throughout the late summer and fall of 2025, staff received comments and has altered and added the following provisions to Section 10.3 Food Access found on page 9 of 38 paragraph 3 sentences 5, 6 and 7: “There are smaller markets in the Bishop, Big Pine and Lone Pine areas. However, there are other smaller communities which have much less to no option for access to fresh healthy food, which tends to be overpriced when available. For example, the south-eastern areas of Inyo

County have no existing markets.”

Additionally, staff determined another provision needed to be added to the Safe and Sanitary Housing Section of the Environmental Justice Element. This provision is as follows and can be found in Section 10.5 Safe & Sanitary Housing on page 24 of 38: Policy PSU-8.1 Fire Protection for New Development.

Summary of EJ Element Content

The EJ Element begins with discussion of environmental justice and required components, then discusses the nonexistence of DACs, and then consolidates and expands upon policies already present in the General Plan and organizes them within the EJ Element under the following major focus areas to comply with Government Code §65302(h).

1. Environmental Justice Discussion – page 1 of 38 of the Environmental Justice Element

The concept of Environmental Justice originally focused on environmental contamination and degradation. Over time the objectives and goals of Environmental Justice expanded to include such topics as physical activity, food access and public participation in the governmental decision-making process in order to create and sustain a healthy living environment for everyone. Under this expansion California has adopted several laws and programs to promote Environmental Justice and its implementation. Under California Government Code §65040.12(e) Environmental Justice is defined as: “the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.”

Subsequently, lawmakers passed Senate Bill (SB) 1000 in 2016 in order to integrate Environmental Justice concepts and objectives into the planning process and making it mandatory to address and apply them to DACs. SB 1000 was further codified in California Government Code §65302(h) which requires the following Environmental Justice components in the jurisdiction’s General Plan if it contains one or more DACs:

1. Identification of Disadvantaged Communities
2. Policies to reduce exposure to pollution and improve air quality
3. Policies to promote public facilities
4. Policies to improve food access
5. Policies to promote safe and sanitary housing
6. Policies to promote physical activity
7. Policies to reduce unique or compounded health risks
8. Policies to promote civic engagement in public decision-making
9. Policies to prioritize improvements and programs.

2. Disadvantaged Communities (DACs) Discussion – page 4 of 38 of the Environmental Justice Element

A DAC is defined in the California Government Code §65302 (h)(1) as:

“an area identified by the California Environmental Protection Agency Pursuant to Section 39711 of the Health and Safety Code or an area that is a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation.”

To determine the location of DACs the use of CalEnviroScreen and its pollution burden data layers is an effective identification mapping tool. CalEnviroScreen was developed by California Environmental Protection (CalEPA) and is the tool used to determine the existence of DACs for environmental justice purposes. In viewing Inyo County in CalEnviroScreen and taking into consideration CalEPA’s identification of DACs, it is demonstrated Inyo County has no DACs.

However, as discussed above and is detailed below, Inyo County has taken steps to address the Environmental Justice topics although there are no identified DACs in the county. In doing so, Inyo County is being proactive in addressing these issues to prevent pollution impacts on any community.

3. Air Quality (Section 10.2) – page 6 of 38 of the Environmental Justice Element

Air quality issues are addressed throughout the Inyo County General Plan, which also includes cooperation with the Great Basin Unified Air Pollution Control District (GBUAPCD), the entity overseeing air quality enforcement in the region. The existing General Plan includes numerous provisions that regulate PM-10 emissions, control dust during construction, and monitor development impacts on regional air quality. The EJ Element's Air Quality section supplements this framework by introducing climate adaptation strategies that align with emerging state priorities. These include the incorporation of clean transportation methods—such as public transit and carshare programs—and requirements for climate-resilient building materials, including cool roof technologies. These additional strategies are designed to minimize emissions from new development and promote long-term regional sustainability.

4. Food Access (Section 10.3) – page 9 of 38 of the Environmental Justice Element

Inyo County's rural setting presents unique challenges for access to affordable, nutritious food, particularly in smaller and more remote communities. The General Plan already supports agricultural land preservation and the development of neighborhood-serving retail services. This Food Access section builds on this by recognizing the gaps in food availability and proposing zoning revisions to support the creation of community gardens and farmers markets. It also promotes policies that encourage the development of healthy food establishments, particularly in areas dominated by fast food or convenience store options. Additionally, this section emphasizes the importance of public education on nutrition, County support for mobile food vendors, and expanded transit options to improve access to grocery stores, particularly for seniors and low-income residents. These approaches provide an adaptive, equity-focused framework for improving food access without reliance on traditional DAC designations.

5. Public Health (Section 10.4) – page 15 of 38 of the Environmental Justice Element

The Public Health section acknowledges that a healthy population depends on more than access to healthcare; it depends on the quality of the physical and built environment. The existing General Plan already addresses core public health concerns through water quality policies, housing safety standards, emergency response planning, and transportation strategies. These policies are located in various elements in the General Plan, including the Safety Element, the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), and the Housing Element. This Public Health section incorporates these policies and further enhances them by defining key public health terms such as "health" and "health equity" and expanding policies to promote walkable communities, mixed-use development, and inclusive design for seniors and people with disabilities. Together, these policies establish a comprehensive foundation for preventing environmental health risks and promoting long-term community well-being.

6. Safe & Sanitary Housing (Section 10.5) – page 21 of 38 of the Environmental Justice Element

The General Plan's Housing Element and Land Use Element already contain a broad range of policies aimed at improving housing conditions, increasing affordability, and ensuring safe living environments. These include policies to eliminate substandard housing, provide adequate sites for development, and encourage energy efficiency and code enforcement. The Safe & Sanitary Housing section of the EJ Element enhances this commitment by focusing on the unique needs of "Legacy Communities"—historically underserved, rural settlements that lack basic infrastructure or public services. The EJ Element commits the County to pursuing upgrades in these communities, including road repair, broadband expansion, and improvements to water and wastewater systems. This approach ensures that the needs of vulnerable communities are explicitly considered and addressed in both planning and implementation processes.

7. Public Facilities (Section 10.6) – page 27 of 38 of the Environmental Justice Element

Access to reliable and equitable public facilities is a key driver of environmental justice and quality of life. The General Plan addresses this comprehensively, with policies on schools, parks, utilities, public safety, and transportation infrastructure. These provisions are reflected in the General Plan Land Use, Circulation and Safety Elements. The Public Facilities section of the EJ Element reiterates these commitments and adds new policies to support the development of on-site renewable energy systems, promote participation in broadband infrastructure initiatives (such as the Digital 395 project), and encourage the integration of climate resilience into public facility planning. Special attention is also given to hazard avoidance, ensuring that vulnerable populations are not placed in harm's way. These efforts reinforce the County's goal of providing inclusive and adaptive public services for all communities.

8. Recreation (Section 10.7) – page 33 of 38 of the Environmental Justice Element

Physical activity is essential to public health, and access to recreational resources is a central environmental justice concern. The General Plan includes provisions that support open space preservation, access to public lands, scenic highway protection, and the development of trails and active transportation networks. These policies promote walkability, reduce dependence on vehicle use, and encourage interaction with the natural environment. The EJ Element's Recreation section expands on these efforts by introducing strategies for enhancing scenic view corridors and encouraging aesthetically compatible development along scenic routes. These policies support physical activity as a public health goal and reinforce the County's identity as a place of natural beauty and outdoor opportunity.

9. Civic Engagement (Section 10.8) – page 35 of 38 of the Environmental Justice Element

Public participation is a long-standing cornerstone of Inyo County's planning framework. The General Plan incorporates numerous policies requiring public input through workshops, advisory committees, and partnerships with tribal governments, local organizations, and regional stakeholders. Policies GOV-2.1 and GOV-2.2 emphasize collaborative planning, while the Housing Element includes several programs to engage property owners, renters, developers, and underserved groups. The EJ Element's Civic Engagement section supports ongoing outreach through other General Plan processes and commits the County to transparency, inclusiveness, and community-driven planning. In this regard, the EJ Element does not create a new participation process but strengthens and affirms the processes already currently existing and the role of the public in shaping local planning outcomes.

Inyo County has a strong history of incorporating public input into its long-range planning efforts. The public participation component has been, and continues to be, met through a variety of established planning processes. As an example, the County has engaged the public during the development of key documents, including the Multi-Jurisdictional Hazard Mitigation Plan, the Housing Element Update, the County Wildfire Protection Plan and Community Wildfire Protection Plans, the Renewable Energy General Plan Amendment, and the Residential Infill Project. These projects have relied on workshops, surveys, public meetings, interagency coordination, and stakeholder engagement to ensure community needs are reflected in County policies.

In fact, the Environmental Justice Element Workshops previously held for comment and feedback on this element served as the current public outreach effort specifically designed to support the EJ Element. It provided an opportunity for residents, stakeholders, and community members to learn about the purpose of the element, ask questions, and offer comments on its content, structure, and implementation.

With the establishment of a standalone Environmental Justice Element, the County's commitment to equity and inclusive participation will become more visible, and future engagement efforts will be further aligned with the EJ Element's goals for civic involvement, community representation, and transparency in decision-making.

10. Prioritizing Improvements & Programs (Section 10.9) – page 37 of 38 of the Environmental Justice Element

While Inyo County lacks formally identified DACs, the General Plan already includes numerous mechanisms for prioritizing resources, projects, and services in areas of need. These include fire protection planning, flood mitigation, transportation planning, and infrastructure maintenance policies. This section emphasizes the importance of directing improvements toward vulnerable communities and high-risk areas, especially those prone to environmental hazards or lacking basic public services. In doing so, it uses environmental justice principles through clear, implementable policies that reflect existing County values and intent.

GENERAL PLAN AND ZONING CODE CONSISTENCY

The Environmental Justice Element is consistent with and advances the General Plan because it operates within the General Plan framework, consolidating and strengthening the existing General Plan direction on air quality, food access, public health, housing, public facilities, recreation, civic engagement and prioritizing improvements and programs. It is a policy-level document that does not change land-use designations, development intensity, or allowable uses. Instead, it incorporates General Plan elements, goals, policies and implementations by reference and adds environmental justice policies and

implementations to improve internal consistency and ease of application during future actions.

The Environmental Justice Element is consistent with the Zoning Code (Title 18) because it supports the purpose and intent of the Zoning Code in promoting public health, safety, welfare and orderly development. It does not amend zoning districts, permitted uses, development standards or maps. The Environmental Justice Element supports implementation of the General Plan through existing zoning districts and review processes, while advancing the County's goals related to public health, equity, and environmental protection in a manner fully compatible with the established zoning framework.

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 15, 2023 to the: Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Death Valley Timbi-sha Shoshone Tribe, Fort Independence Indian Community of Paiutes, Kern Valley Indian Community, Lone Pine Paiute-Shoshone Tribe, North Fork Rancheria of Mono Indians, Tule River Indian Tribe, Twenty-Nine Palms Band of Mission Indians, Walker River Reservation and Wuksachi Indian Tribe/Eshom Valley Band in relation to the Projects. The Bishop Paiute Tribe requested consultation and county staff met with staff from the Tribe on February 23, 2023. Staff took comments and suggestions from the Tribe.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered under Rule Rule15061(b) (3) (the Common Sense Exemption), which specifies 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 Environment Justice Element is a policy document that consolidates and clarifies existing General Plan goals, polices and implementations related to equity, health and environmental protection. No new land uses or physical development are proposed. Any future physical projects or regulatory changes contemplated by the element implementation measure may require separate discretionary review and separate findings for General Plan and zoning consistency, and CEQA if found necessary.

NOTICING

The draft Environmental Justice Element was posted on the Planning Department website for public review on August 7, 2025 for the August 27, 2025 Planning Commission workshop and the October 7, 2025 Board of Supervisors workshop. The revised Environmental Justice Element was posted on the Planning Department website for public review on January 2, 2026. The public hearing notice was advertised in the Inyo Register on January 3, 2026 meeting the noticing requirement for the January 28, 2026 Planning Commission meeting and on February 7, 2026 for the March 3, 2026 Board of Supervisors Public Hearing. No comments have been received at the time of this staff report.

PLANNING COMMISSION RECOMMENDATION

On January 28, 2026 the Inyo County Planning Commission conducted a duly noticed public hearing, provided the opportunity for public comment and approved Resolution 2026-01 (Attached) recommending that the Board of Supervisors adopt General Plan Amendment 2025-06/Environmental Justice Element.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	23800
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$XXX for the period between XXX and XXX
Future Fiscal Year Impacts
Up to \$XXX for the period between XXX and XXX or N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to adopt GPA 2025-06/Environmental Justice Element. This is not recommended, however, as the Department of Housing and Community Development made the adoption of a stand-alone Environmental Justice Element a requirement for continuing compliance with the County's Housing Element. Loss of compliance can jeopardize the county's standing in applying for state grants.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning
Thriving Communities | Enhanced Health, Social, & Senior Services
Thriving Communities | Quality Parks and Recreation Amenitiies
Thriving Communities | Enhanced Transportation Services
Thriving Communities | Climate Resilience and Natural Resource Protection
Economic Enhancement | Sustainable Recreation Initiatives

APPROVALS:

Cathreen Richards	Created/Initiated - 02/09/2026
Darcy Israel	Approved - 02/10/2026
Christian Milovich	Approved - 02/20/2026
John Vallejo	Approved - 02/24/2026
Cathreen Richards	Approved - 02/24/2026
David Fraser	Final Approval - 02/24/2026

ATTACHMENTS:

1. FINAL --- Chapter 10-Environmental Justice
2. Final Planning Commission Resolution
3. FINAL - Board of Supervisors Resolution for GPA2025-06 EJ



10.0 ENVIRONMENTAL JUSTICE

The concept of Environmental Justice originally focused on environmental contamination and degradation. Over time the objectives and goals of Environmental Justice expanded to include such topics as physical activity, food access and public participation in the governmental decision-making process in order to create and sustain a healthy living environment for everyone. Under this expansion California has adopted several laws and programs to promote Environmental Justice and its implementation. Under California Government Code §65040.12(e) Environmental Justice is defined as:

“the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.”

Subsequently, lawmakers passed Senate Bill (SB) 1000 in 2016 in order to integrate Environmental Justice concepts and objectives into the planning process and making it mandatory to address and apply them to disadvantaged communities. SB 1000 was further codified in California Government Code §65302(h).

Under the California Government Code, Inyo County is required to incorporate an Environmental Justice Element to the General Plan addressing impacts to identified disadvantaged communities. This element is meant to advance equity and the protection of human health for everyone.

In review of the communities in Inyo County it has been determined there are no identified disadvantaged communities as discussed in section 10.1 Disadvantaged Communities.

However, Inyo County has independently addressed required and related topics to the Environmental Justice Element. Subsequent to Inyo County’s initiative, the Department of Housing and Community Development required Inyo County to provide and Environmental Justice Element in order for the sixth cycle of the Housing Element Update to be certified. The below table details the required government code sections, descriptions and reference to the Environmental Justice Element sections where the requirements are addressed.



Table 10.0 – Government Requirements and Environmental Justice Element Reference

Issues Requiring Analysis	Gov. Code Section	Reference in Environmental Justice Element
Identify disadvantaged communities within the area covered by the general plan.	Section 65302(h)(1)	Section 10.1 Disadvantaged Communities
Identify objectives and policies to reduce exposure to pollution including improving air quality in disadvantaged communities.	Section 65302(h)(1)(A)	Section 10.2 Air Quality Section 10.4 Public Health Section 10.5 Safe & Sanitary Housing Section 10.6 Public Facilities Section 10.7 Recreation
Identify objectives and policies to promote public facilities in disadvantaged communities.	Section 65302(h)(1)(A)	Section 10.4 Public Facilities
Identify objectives and policies to promote food access in disadvantaged communities.	Section 65302(h)(1)(A)	Section 10.3 Food Access Section 10.4 Public Health Section 10.5 Safe & Sanitary Housing
Identify objectives and policies to promote safe and sanitary homes in disadvantaged communities.	Section 65302(h)(1)(A)	Section 10.2 Air Quality Section 10.3 Food Access Section 10.4 Public Health Section 10.5 Safe & Sanitary Housing Section 10.6 Public Facilities Section 10.7 Recreation Section 10.8 Civic Engagement Section 10.9 Prioritizing Improvements & Programs
Identify objectives and policies to promote physical activity in disadvantaged communities.	Section 65302(h)(1)(A)	Section 10.7 Recreation Section 10.3 Food Access Section 10.4 Public Health Section 10.5 Safe & Sanitary Housing
Identify objectives and policies to reduce any unique or compounded health risks in disadvantaged communities not otherwise addressed above.	Section 65302(h)(1)(A)	Section 10.2 Air Quality EJ-AQ Section 10.3 Food Access EJ-FA Section 10.4 Public Health EJ-PH Section 10.5 Safe & Sanitary Housing EJ-SSH Section 10.6 Public Facilities EJ-PF Section 10.7 Recreation EJ-REC Section 10.9 Civic Engagement EJ-CE
Identify objectives and policies to promote civic engagement in the public decision-making process in disadvantaged communities.	Section 65302(h)(1)(B)	Section 10.8 Civic Engagement
Identify objectives and policies that prioritize improvements and programs that address the needs of disadvantaged communities.	Section 65302(h)(1)(C)	Section 10.9 Prioritizing Improvements & Programs



This Environmental Justice Element presents goals, policies and implementation for several Environmental Justice topics. Many of these topics are incorporated into other sections of the General Plan and will be referenced throughout this element. The topics Inyo County is addressing, although there are no disadvantaged communities in the County, are:

- EJ-AQ Air Quality (Section 10.2)
- EJ-FA Food Access (Section 10.3)
- EJ-PH Public Health (Section 10.4)
- EJ-SSH Safe & Sanitary Housing (Section 10.5)
- EJ-PF Public Facilities (Section 10.6)
- EJ-REC Recreation (Section 10.7)
- EJ-CE Civic Engagement (10.8)
- Prioritizing Improvements & Programs (Section 10.9)

These sections will include integrated goals, new goals, and associated policies and implementations as identified as required in the General Plan Guidelines, Chapter 4.8: Environmental Justice Element provided by the Governor’s Office of Planning and Research.¹ They will also cover the statute requirements as detailed in the Chapter 4.8 statutory requirements table² and referenced above.

All General Plan *ELEMENTS* incorporated by reference into the Environmental Justice Element include the associated goals, policies and implementations including all updates.

All General Plan *GOALS* that are incorporated by reference into the Environmental Justice Element include the associated General Plan goals, policies and implementations including all updates.

All General Plan *POLICIES* incorporated by reference into the Environmental Justice Element include the associated General Plan implementations including all updates.

Any *OTHER PLANS* incorporated by reference into the Environmental Justice Element include the associated Plan’s goals, policies and implementations including all updates.

¹ 2020 Update: Chapter 4, Section 8: Environmental Justice Element, Governor’s Office of Planning and Research, https://opr.ca.gov/docs/20200706-GPG_Chapter_4_EJ.pdf.

² 2020 Update: Chapter 4, Section 8: Environmental Justice Element, Governor’s Office of Planning and Research, https://opr.ca.gov/docs/20200706-GPG_Chapter_4_EJ.pdf, p. 15.



10.1 DISADVANTAGED COMMUNITIES

A disadvantaged community is defined in the California Government Code §65302 (h)(1) as:

“an area identified by the California Environmental Protection Agency Pursuant to Section 39711 of the Health and Safety Code or an area that is a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation.”

To determine the location of disadvantaged communities the use of CalEnviroScreen and its pollution burden data layers is an effective identification mapping tool. CalEnviroScreen was developed by California Environmental Protection (CalEPA). CalEPA developed this CalEnviroScreen to identify communities more sensitive to pollution and are disproportionately burdened by pollution. CalEnviroScreen takes an approximate area’s pollution burden and overlays this over the communities of the area to determine disadvantaged communities. To track population characteristics and vulnerabilities, along with area pollution burdens, CalEnviroScreen utilizes 21 indicators.³ This overlay information and population characteristics designate the top 25 percent of the highest scoring tracts in CalEnviroScreen as disadvantaged communities.

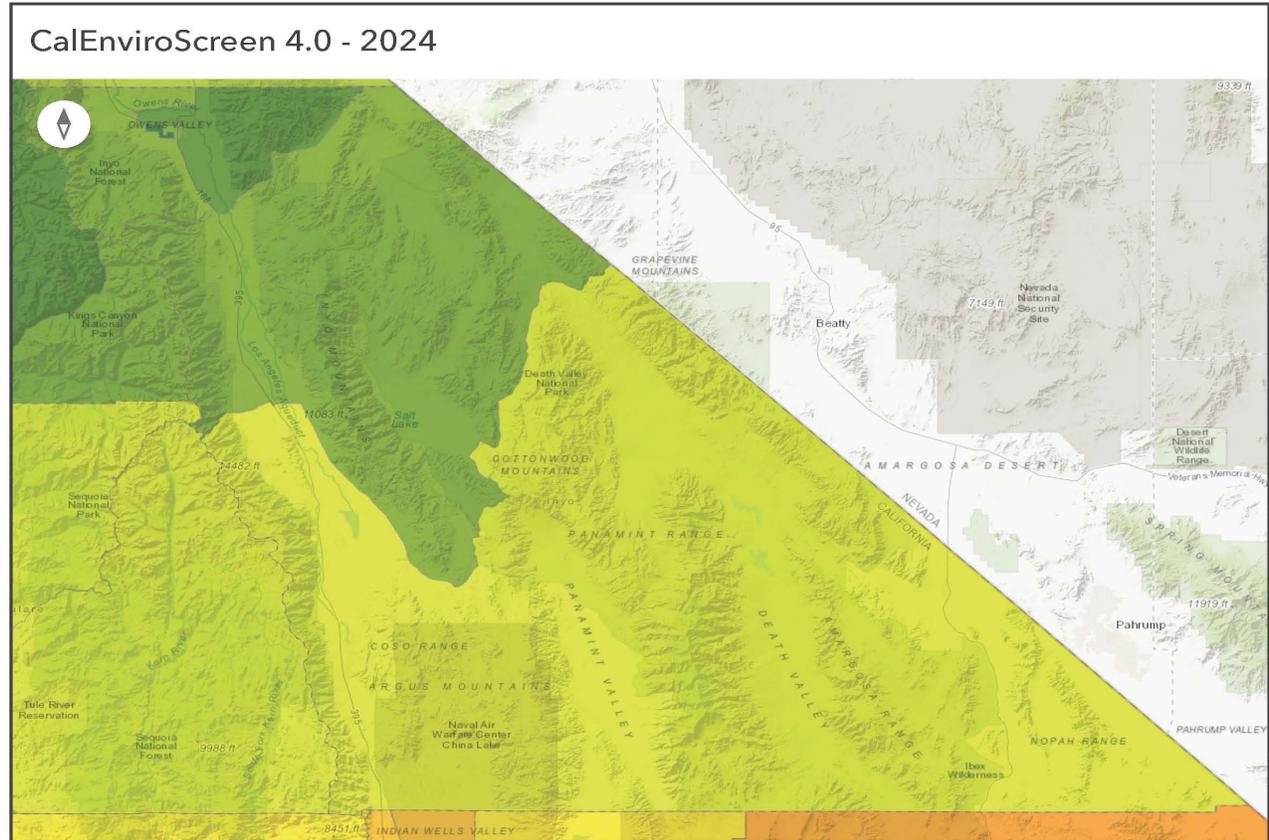
Although the General Plan identifies “Legacy Communities” (See General Plan Section 4.2 Land Use Policy LU-1.20), in viewing Inyo County in CalEnviroScreen and taking into consideration CalEPA’s identification of disadvantaged communities, it is demonstrated Inyo County has no disadvantaged communities as show in EJ - Diagram 1.

However, as discussed above and is detailed below, Inyo County has taken steps to address the Environmental Justice topics although there are no identified disadvantaged communities in the county. In doing so, Inyo County is being proactive in addressing these issues to prevent pollution impacts on any community.

³See <https://oehha.ca.gov/calenviroscreen/indicators>



EJ – Diagram 1 – CalEnviroScreen



Esri, HERE, Garmin, FAO, USGS, NGA, EPA, NPS

Overall Percentile

CalEnviroScreen 4.0 Results



CalEnviroScreen 4.0 High Pollution, Low Population





10.2 AIR QUALITY

Inyo County has coordinated with plans of the Great Basin Unified Air Pollution Control District (GBUAPCD) in an effort to address air quality and protect people and the environment. GBUAPCD is a regional government agency enforcing federal, state and local air quality and is responsible for developing air quality plans, monitoring air quality, and reporting air quality data for the Great Basin air basin. The GBUAPCD works with other regional and local governments to reduce air pollutant emissions through regulation of the various sources.

10.2.1 Incorporated Goals & Policies

The General Plan has previously addressed air quality in various sections.

In Section 9.2 of the General Plan, air quality is directly referenced through policy and associated implementation provisions previously adopted, which are as follows:

Goals and/or Policies	Title or Reference
Policy AQ-1.1	Regulations to Reduce PM-10
Policy AQ-1.2	Attainment Programs
Policy AQ-1.3	Dust Suppression During Construction
Policy AQ-1.4	Energy Conservation
Policy AQ-1.5	Monitor Regional Development

Section 3.2 of the General Plan, Government, air quality is addressed in previously adopted policy as:

Goals and/or Policies	Title or Reference
Policy Gov-9.1(a)	Mineral Resources Policies



Section 4.2, Land Use, climate change impacts and industrial pollution are addressed in the following previously adopted policies and associated implementations:

Goals and/or Policies	Title or Reference
Policy LU-1.17	Impacts of New Development on Infrastructure Improvements, Public Facilities, and Services
Policy LU-4.1	Light Industrial Designation (LI)
Policy LU-4.2	General Industrial Designation (GI)
Policy LU-4.4	Pollution Standards

Section 8.4, Mineral & Energy Resources, air quality is addressed in previous adopted policies and associated implementations as follows:

Goals and/or Policies	Title or Reference
Policy MER-1.1	Resource Extraction and the Environment
Policy MER-1.3	SMARA Compliance

The Housing Element of the General Plan addresses air quality through a possible carshare program and the establishment of accessory commercial units and the prospect of allowing light commercial uses in residential zones.

Goals and/or Policies	Title or Reference
Housing Element Program 2.1.7	Regional housing working group, transportation and carshare
Housing Element Program 7.3	Carshare and accessory commercial units

Additionally, Inyo County addresses air pollution in various areas throughout the Multi-Jurisdictional Hazard Mitigation Plan adopted December 12, 2017 as Section 9.8 of the General Plan.

To supplement the above policies and associated implementations of the General Plan, Inyo County continues its on-going efforts to address air pollution with the addition of the following policies and implementations in accordance with Government Code §65302(h)(1)(A).⁴

⁴ See Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.



10.2.2 Definition

Climate Adaption. Adjustment or preparation of natural or human systems to new or changing environment that moderates harm or exploits beneficial opportunities.

10.2.3 Goals & Policies

Policy RH-1.6 Minimize Environmental Impacts (Revised 2025)

Insure that all transportation project minimize adverse effects on the environment of the County, to include the evaluation of impacts from emissions and the reduction of emissions through efficient design and the incorporation of innovative transit solutions such as public transit, alternative transit, carshare programs, multi-modal transit and other such options.

Policy WF-1.4 Public Education/Notification of Increased Risks (Revised 2025)

Educate the public about the increased hazards of wildfires due to changing climactic conditions, highlighting strategies such as fuel modification and fire breaks, which decrease the potential for wildfires to occur and in turn reducing air pollution.

Policy EJ-AQ-1.1 Increased Emissions and Climate Change Adaption

Implement climate change adaptation strategies to include tracking, evaluating, and addressing the impacts from emissions resulting from new development proposals.

Policy EJ-AQ-1.2 Address Climate Change Impacts in New Developments

Impacts of climate change resulting from the actions of humans responding to increased temperatures, shall be addressed through such issues as the design and material choices made for new development, including the use of “cool” roof and pavement materials, solar renewable energy systems and efficiency components.



10.3 FOOD ACCESS

Access to nutritional, healthy and fresh food is key to maintaining a healthy lifestyle. Under California Government Code §65302(h)(1)(A), the General Plan must promote food access in dealing with disadvantaged communities.⁵ Keeping a healthy lifestyle through consuming nutritious food can prevent conditions such as obesity, high blood pressure and diabetes among others. However, simply creating access to healthy foods does not alone prevent or reduce adverse health conditions. The concept of having access to healthy foods needs to take into consideration affordability, availability, education, utilization and other means to improve access to healthy foods.

Having such a broad concept of access to healthy foods takes on different objectives in different areas. Inyo County is a large county with small communities, some with little to no access to public transportation, little availability of close access to grocery stores or land to develop farms or gardens. The location of Inyo County in the Eastern Sierra, a very rural area, is a great distance from larger communities such as Las Vegas, Reno/Carson City and Pahrump, NV and Ridgecrest, CA (in Kern County California south of Inyo County). These cities provide the availability to a large selection of healthy, nutritious and affordable food purchase options in box stores such as Walmart Supercenter and Costco. These cities also provide supermarkets such as Smith’s, Safeway and Albertsons.

The large selection shopping options are hours away from Inyo County’s bigger communities of Bishop, Big Pine and Lone Pine. The largest option for food access availability is in Bishop in the far north of the county. Bishop grocery shopping options consist of one large supermarket, Vons, two smaller supermarkets, Smart & Final and Grocery Outlet and a few smaller community markets. These shopping options are not nearly the capacity of the larger box stores, though Vons would be considered the largest supermarket in Inyo County. There are smaller markets in the Bishop, Big Pine and Lone Pine areas. However, there are other smaller communities which have much less to no option for access to fresh healthy food, which tends to be overpriced when available. For example, the south-eastern areas of Inyo County have no existing markets. An additional impact to access to food is that a majority of food and produce is trucked in from various locations and provides unreliable options, increased cost and reduced freshness.

10.3.1 Incorporated Goals & Policies

The Inyo County General Plan has previously addressed food access when creating adopted policies and implementations as follows:

Goals and/or Policies	Title or Reference
Policy LU-3.8	New Retail Development
Policy LU-5.3	Agriculture Designation (A)
Policies PT-1.1 through PT-1.7	Public Transportation
GOAL AG-1	Agricultural Resources

⁵ See Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.



Housing Element Program 2.1.7	Regional housing working group, transportation and carshare
Housing Element Program 7.3	Carshare and accessory commercial units

An aim for Inyo County is to support local fresh food availability in high density communities with use of community gardens and farmers markets to improve access to fresh food and alleviate the transportation burden for some of the communities. Another aim is to review the zoning code to allow for the establishment of community gardens where land is limited. Additionally, farmers markets could be addressed through zoning to allow for these markets to be a more common theme throughout the county.

10.3.2 Goals & Policies

GOAL EJ-FA-1	Promote access to food that is nutritious and affordable in high density areas and promote healthy eating habits.
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Policy LU-3.7 Support of Local Retail Services (Revised 2025)

The County shall support the preservation of local retail establishments in smaller communities to provide local access to goods and services.

Policy EJ-FA-1.1 Community Gardens

Encourage the development of convenient and accessible community gardens and/or other sources of healthy food in appropriate zones where feasible.

Policy EJ-FA-1.2 Farmers Markets

Prioritize and encourage the establishment and operation of farmers markets, farm stands, traditional food markets and vendors, and mobile or delivery markets in appropriate zones where feasible.

Policy EJ-FA-1.3 Healthy Food Establishments

Promote the development of healthy food establishments in areas of high concentration of fast food establishments and convenience stores.

Policy EJ-FA-1.4 Nutritional Education

Promote healthy and nutritional food intake through messages about good food habits and choices.

Policy EJ-FA-1.5 Food Access at Public Events

At County sponsored events promote and prioritize establishments to provide healthy, fresh food including fresh produce options.

Policy EJ-FA-1.6 Transportation to Accessible Food

Encourage the continued use for public transportation in ride share through Eastern Sierra Transportation Authority and promote the establishment of other services to include outlying communities, seniors and individuals with other transportation limitations.



Policy EJ-FA-1.7 Water for Agriculture

Support responsible and sustainable water use and conservation for use in diversified agriculture.

Policy EJ-FA-1.8 Cooperation for Food Access and Recovery

The County shall cooperate with local stakeholders and food networks to decrease the barriers to the food network and develop policy solutions to address food insecurity and building resilience in food network to increase consistent, readily available access to food for all County residents.



Table 10-3. Food Access Implementation Measures

	Implementation Measure	Implementing Policy	Responsibility	TIMEFRAME	
				2024-2029	On-going
Agricultural Resources 1.0 Revised	Work with the NRCS and the California Department of Conservation to complete studies needed to identify Prime Farmland and Farmland of Statewide Importance.	AG-1.1 AG-1.3	Agricultural Commissioner Farm Advisor/UC Cooperative Extension NRCS		■
Agricultural Resources 2.0 Revised	The County may develop a program to identify Farmland of Local Importance and may maintain a diagram showing the location of these lands. Primary locations for these lands are in the Owens Valley and Sandy Valley areas.	AG-1.1 AG-1.3	Agricultural Commissioner Farm Advisor/UC Cooperative Extension		■
Agricultural Resources 3.0 Revised	The County shall ensure that large land areas (40 acres minimum) that are identified as Prime Farmland, Farmland of Statewide Importance, or Farmland of Local Importance are maintained for agricultural operations. The County may establish and promote a Williamson Act program for protection of these important agricultural lands.	AG-1.1 AG-1.2 AG-1.3 AG-1.4	Agricultural Commissioner Planning		■
Agricultural Resources 4.0 Revised	New development proposals adjacent to agricultural operations shall be reviewed and mitigated to ensure they do not significantly impact agricultural operations or lead to nuisance complaints from new residents.	AG-1.4	Planning Farm Advisor/UC Cooperative Extension		■



<p>Agricultural Resources 5.0 Revised</p>	<p>The County shall work with local universities and technical schools to encourage the provision of educational programs in agriculture.</p>	<p>AG-1.5</p>	<p>Future Farmers of America 4-H Farm Advisor/UC Cooperative Extension</p>	<p>■</p>
<p>Agricultural Resources 6.1 Revised</p>	<p>Work with LADWP to expand agricultural opportunities as appropriate in areas identified as Prime Farmland or Farmland of Statewide Importance through Implementation Measure 1.0</p>	<p>AG-1.7</p>	<p>Planning Agricultural Commissioner</p>	<p>■</p>
<p>Agricultural Resources 7.0 Revised</p>	<p>The County shall continue to support sustainable agriculture through programs offered by the Agriculture Commissioner's Office</p>	<p>AG-1.8</p>	<p>Agricultural Commissioner Farm Advisor/UC Cooperative Extension</p>	<p>■</p>
<p>EJ-FA 1.0</p>	<p>Evaluate new applications for emphasizing the establishment of community garden(s) and/or farmer's markets.</p>	<p>EJ-FA-1.1 EJ-FA-1.2 EJ-FA-1.3 EJ-FA-1.7</p>	<p>Planning</p>	<p>■</p>
<p>EJ-FA 2.0</p>	<p>Support appropriate efforts to combined food access with other social, cultural and environmental goals including transportation.</p>	<p>EJ-FA-1.2 EJ-FA-1.3 EJ-FA-1.5 EJ-FA-1.6</p>	<p>Planning Public Works Environmental Health Health and Human Services</p>	<p>■</p>
<p>EJ-FA 3.0</p>	<p>Coordinate with the public and other relevant departments and agencies for promotion and education of healthy nutrition.</p>	<p>EJ-FA-1.4 EJ-FA-1.5</p>	<p>Planning Health and Human Services</p>	<p>■</p>



EJ-FA 4.0	The County shall support responsible and sustainable sources of water use and conservation for a diversity of agricultural uses.	EJ-FA-1.7	Planning Water Department Environmental Health	■
EJ-FA 5.0	Fast track County review of applications for healthy food establishments and/or expansion for new healthy food establishments.	EJ-FA-1.3	Planning	■
EJ-FA 6.0	Promote increased access to farmer's markets, traditional food markets and vendors, and mobile or deliver markets.	EJ-FA-1.2 EJ-FA-1.5 EJ-FA-1.6	Planning Environmental Health Local Growers UC Cooperative Extension	■
EJ-FA 7.0	The County shall develop a list of potential stakeholder contacts to include administering departments and agencies for initiating outreach. After initial outreach the County shall conduct periodic updates to contact lists and conduct periodic outreach efforts as needed to ensure education and awareness programs remain current with changing state and local nutrition guidelines and disease prevention.	EJ-FA-1.8	Health and Human Services Planning Environmental Health	■



10.4 PUBLIC HEALTH

Under California Government Code §65302(h)(1)(A), the General Plan must identify policies to reduce any unique or compounded health risks in dealing with disadvantaged communities.⁶ One of the key options to a healthy life is a healthy lifestyle. A healthy lifestyle is all encompassing when it comes to good health and focuses on a healthy environment and health equity when it comes to planning. A healthy environment and health equity includes, but not limited to: having clean air; clean water; healthy food; healthcare; healthy and safe housing; safety from harmful impacts and available means and equal opportunity to live a healthy lifestyle. Without a healthy environment people may be exposed to harmful effects that can lead to negative health impacts. Such harmful impacts may lead to creating or compounding poor health.

10.4.1 Incorporated Goals & Policies

Providing for the basics of a healthy environment allows individuals and families to provide a foundation on which to have a healthy lifestyle. The basics include, but are not limited to: preventing pollution; adapting to climate change; providing affordable and safe housing; adequate transportation; recreation; education; clean water; and healthy food. These basics are incorporated within this Environmental Justice Element and the General Plan Housing Element as follows:

Goals and/or Policies	Title or Reference
Section 10.2	Air Quality
Section 10.3	Food Access
Section 10.5	Safe & Sanitary Housing
Section 10.6	Public Facilities
Section 10.7	Recreation
Section 10.8	Civic Engagement
Section 10.9	Prioritizing Improvements & Programs
Housing Element Program 2.1.7	Regional housing working group, transportation and carshare
Housing Element Program 7.3	Carshare and accessory commercial units

The concepts and objectives to providing the basics for public health have also been incorporated into the Inyo County General Plan and the Multi-Jurisdictional Hazard Mitigation Plan. A short discussion and a reference are provided to the requisite topics of the General Plan below.

⁶ See Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.



Having clean, available water is an important element to life and maintaining a healthy lifestyle. The provision of water also requires maintaining a water supply free from contamination for it to be utilized by the public. Water contamination can contribute to or elevate serious health conditions. The General Plan incorporates water planning through supply management, control and pollution prevention in the following previously adopted policies and associated implementations.

Goals and/or Policies	Title or Reference
GOAL GOV-5	Protection and development of water resources
Policy LU-2.16	Public, Quasi-Public, and Supporting Uses
GOAL PSU-3	To ensure that there will be a safe and reliable water supply sufficient to meet the future needs of the County
GOAL S-2	Recognize development limitations of soil types in review and approval of future development projects to protect public health and safety.
GOAL WR-1	Water Resources
Policy WR-3.2	Sustainable Groundwater Withdrawal
GOAL WR-4	Ensure the protection of water resources and human health related to potential contamination from development at the proposed Yucca Mountain Waste Nuclear Repository and past, present, and future activities at the Nevada Test Site
Section 8.9	Recreation
Element 9.1	Safety

Consideration for public health and fire protection policy provisions and implementations has also been adopted in the General Plan as follows:



Goals and/or Policies	Title or Reference
GOAL PSU-8	To protect the residents of and visitors to Inyo County from injury and loss of life and to protect property from fire
CWPP as updated for Inyo County and local communities	Community Wildfire Protection Plan

Additionally, Inyo County’s adopted Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) Section 9.8 of the General Plan provides for planning in the event of a future hazardous event that has the potential to severely harm human health and safety.⁷ The plan covers:

Goals and/or Policies	Title or Reference
Chapter 2	Community Profile
Chapter 3	Hazard Assessment
Chapter 4	Risk Assessment
Chapter 5	Mitigation Actions

The MJHMP provides for the prioritization of hazardous events that include avalanche, dam or aqueduct failure, disease/pest management, drought, flood, geologic hazards, hazardous materials, seismic hazards, severe weather and wildfire. Each hazard provides a description, impact, location and extent, hazardous history, risk of future events and climate change considerations.

The Environmental Justice Element further addresses public health by providing the below policies, implementations and definitions.

10.4.2 New Definitions

Health. A complete state of physical, mental and social well-being, and not merely the absence of disease.

Health Equity. Means every person, regardless of who they are – the color of their skin, their level of education, their gender or sexual identity, whether or not they have a disability, the job they have, or the neighborhood they live in – has an equal opportunity to achieve optimal health.

⁷ Inyo County and City of Bishop, Multi-Jurisdictional Hazard Mitigation Plan, FEMA approved and adopted by the Board of Supervisors, December 2017, pg.1., and as may be updated.



10.4.3 Goals & Policies

Policy PSU-3.1 Efficient Water Use (Revised 2025)

The County shall promote efficient water use and reduced water demand by:

- Requiring water-conserving design and equipment in new construction, including County facilities;
- Encouraging water-conserving landscaping and other conservation measures such as the conversion of turf lawns to drought-tolerant plantings, including at County facilities;
- Encouraging the retrofitting of existing development with water-conserving devices, including County facilities;
- Providing public education programs;
- Distributing outdoor lawn watering guidelines;
- Promoting water audit and leak detection programs;
- Enforcing water conservation programs; and
- Implementing the requirements of the model water efficiency landscape ordinance.

Policy NOI-1.3 Limit Increases in Noise Levels from Stationary Sources (Revised 2025)

Require new development not increase the ambient exterior noise level (measured at the property line) above established County noise standards (as shown in Table 9-9), unless mitigation measures are included to mitigate impacts.

Policy EJ-PH-1.1 Incorporate Healthy Land Use Patterns

The County shall encourage patterns of development that promote healthy lifestyle choices, including development that promotes walkability to goods and services and provision of open space/recreation resource opportunities for residents.

Policy EJ-PH-1.2 Consider Seniors and Other Special Needs Population

The County shall encourage development and design which takes into consideration of the populations such as seniors, large families, children/youth, the disabled and the economically disadvantaged.



Table 9-9 Maximum Recommended Ambient Noise Exposure by Land Use County Noise Guidelines (Revised 2025)

Land Use Type	Noise Level (Ldn)						
	0-55	56-60	61-65	66-70	71-75	76-80	>81
Residential							
Hotel, Motels							
Schools, Libraries, Churches, Hospitals, Extended Care Facilities							
Auditoriums, Concert Halls, Amphitheaters							
Sport Arenas, Outdoor Spectator Sport							
Playgrounds, Neighborhood Parks							
Golf Courses, Riding Stables, Water Recreation, Cemeteries							
Office Buildings, Business Commercial and Professional							
Mining, Industrial, Manufacturing, Utilities, Agriculture							



Normally Acceptable. Specified land use is satisfactory, based on the assumption that any buildings involved are of normal, conventional construction, without any special noise insulation requirements.

Conditionally Acceptable. New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed insulation features have been included in the design.

Unacceptable. New construction or development should not be undertaken.



Table 10-4. Public Health Implementation Measures

Implementation Measure	Implementing Policy	Responsibility	TIMEFRAME	
			2022-2025	On-going
Public Services & Utilities 2.0 Revised The County shall pursue water conservation measures, to include drought-tolerant landscaping, water efficient irrigation systems, the water-efficiency landscape ordinance, and water-conserving components and retro-fitting in new and existing facilities, to include County facilities.	PSU-3.1	Planning Public Works		■



10.5 SAFE & SANITARY HOUSING

Under California Government Code §65302(h)(1)(A), the General Plan must identify policies to promote safe and sanitary homes in disadvantaged communities.⁸ The condition of a house has a direct impact to those who live in the home. Having a safe and sanitary home also impacts the surrounding areas. A safe and sanitary home provides security for the occupant(s) which is a broad focus incorporating being free from health and safety hazards within the home and the community, allows one to live without financial burden relieving stress and provides access to healthy living options. The concepts are incorporated in various aspects throughout the Inyo County General Plan but will be highlighted here under Housing Quality, Affordable Housing and Housing sections followed by new policies.

10.5.1 Incorporated Goals & Policies

A. Housing Quality

The availability of quality housing stock is important to having the option to pursue a healthy lifestyle. Substandard housing stock that is older and is of reduced quality, have not been maintained or updated can lead to pest infestation, water intrusion, mold, poor insulation, asbestos and lead-based paint illness to name a few. These types of substandard housing stock problems can create or impact existing negative health issues, as opposed to newer homes built under specific standards and regulations to prevent negative health impacts. Low-income and minority residents are disproportionately affected by the negative health impacts and other hazards in substandard homes due to lower incomes that reduces housing options and ability to provide home updates and maintenance.

The following are adopted policies and implementations in the Housing Element that include housing rehabilitation funding and code enforcement, energy efficiency, and monitoring adequate sites 2021-2021. This is followed by other General Plan adopted policies and implementations.

Goals and/or Policies	Title or Reference
Housing Element Goal 1.0	Maintain the existing housing stock and eliminate substandard housing conditions in Inyo County
Housing Element Goal 2.0	Provide adequate sites for residential development
Element 4.2	Land Use
Element 4.3	Public Service & Utilities
Section 8.5	Water Resources
Policy EE-1.4	Homeowner incentive programs
Policy EE-1.5	Homeowner recognition programs

⁸ See Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.



Element 9.1	Safety
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B. Affordable Housing

Having a healthy lifestyle is more than rehabilitating substandard housing, it also includes the ability to afford adequate housing. Adequate housing promotes a stable, stress free, healthy environment. Adequate housing allows residents to balance opportunities one would use to pursue a healthy lifestyle which may include access to food, education, employment and recreation while also taking into consideration such things as transportation.

Low and fixed income communities are limited in options due to their reduced financial abilities to obtain affordable housing, and providing housing maintenance and rehabilitation. This can lead to displacement from options for education, work, transportation, and can further lead to overcrowding in low income areas. Overcrowding invites opportunity for unsafe living conditions and increased health risks. Additionally, having limited to no income can lead to homelessness and displacement of individuals and families and also affects the ability to acquire healthy food, services, health care, transportation and other basic necessities.

The following are adopted policies and implementations in the Housing Element that include housing rehabilitation funding and code enforcement, energy efficiency, monitoring adequate sites 2021-2022, variety of housing, high density housing, manufactured and mobile homes, financial assistance for housing, self-help, purchase assistance programs, compliance with new State Regulations, expedited permit process and project review, and infrastructure. This is followed by other General Plan adopted policies and implementations.

Goals and/or Policies	Title or Reference
Housing Element Goal 1.0	Maintain the existing housing stock and eliminate substandard housing conditions in Inyo County
Housing Element Goal 2.0	Provide adequate sites for residential development
Housing Element Goal 3.0	Encourage the adequate provision of housing by location, type of unit, and price to meet the existing and future needs of Inyo County residents
Housing Element Goal 4.0	Provide increased opportunity for homeownership
Housing Element Goal 5.0	Remove governmental constraints on housing development
Policy ED-4.6	Compensation to Local Communities



Policy ED-4.7	Provide Transient Housing
Element 4.3	Public Service & Utilities
Section 7.2	Roads & Highways
Section 7.4	Public Transportation
Section 7.5	Bicycles & Trails
Section 7.9	Other Circulation Topics
GOAL S-2	Recognize development limitations of soil types in review and approval of future development projects to protect public health and safety.
Section 8.5	Water Resources
Section 8.9	Recreation
Policy EE-1.4	Homeowner incentive programs
Policy EE-1.5	Homeowner recognition programs

C. Housing Location

Having the right location of housing can allow residents to engage with their community through work, school, recreation and transportation. Having the options to interact with a surrounding community allows for the development of healthy community amenities through input and contribution from the residents. A community with adequate amenities gives a local public the ability to lower vehicle miles traveled through increased options for transportation, access to grocery stores with fresh, affordable food and produce, and access to health services among other amenities.

Residents with limited to no income or who experience discrimination or have a lack of equal opportunity have difficulty acquiring adequate housing. With substandard housing that are of poor quality and not having the ability to provide maintenance and rehabilitation leads to concentrations of low to no income residents, overcrowding and increased health risks. These areas of concentration isolate residents from options for a stable, less stressful and healthy living environment with adequate amenities.

The following are adopted policies and implementations in the Housing Element that include housing rehabilitation funding and code enforcement, energy efficiency, monitoring adequate sites 2021-2022, variety of housing, high density housing, manufactured and mobile homes, financial assistance for housing, self-help, purchase assistance programs, compliance with new State Regulations, expedited permit process and project review, infrastructure, equal opportunity, residential care facilities, reasonable accommodation, and affirmatively furthering fair housing. This is followed by other General Plan adopted policies and implementations.



Goals and/or Policies	Title or Reference
Housing Element Goal 1.0	Maintain the existing housing stock and eliminate substandard housing conditions in Inyo County
Housing Element Goal 2.0	Provide adequate sites for residential development
Housing Element Goal 3.0	Encourage the adequate provision of housing by location, type of unit, and price to meet the existing and future needs of Inyo County residents
Housing Element Goal 4.0	Provide increased opportunity for homeownership
Housing Element Goal 5.0	Remove governmental constraints on housing development
Housing Element Goal 6.0	Promote equal opportunity for all residents to reside in housing of their choice
Housing Element Goal 7.0	Affirmatively furthering fair housing
Policy LU-2.16	Public, Quasi-Public, and Supporting Uses
Policy PSU-8.1	Fire Protection for New Development
Element 4.3	Public Service & Utilities
Section 7.2	Roads & Highways
Section 7.4	Public Transportation
Section 7.5	Bicycles & Trails
Section 7.9	Other Circulation Topics
Section 8.5	Water Resources
Section 8.9	Recreation
Element 9.1	Safety
Policy EE-1.4	Homeowner incentive programs
Policy EE-1.5	Homeowner recognition programs
Section 10.2	Air Quality
Section 10.3	Food Access



Inyo County expands on the above incorporated policies and implementation to provide additional policies and implementations to the Safe & Sanitary Housing section of this Environmental Justice Element.

10.5.2 Goals & Policies

Policy BT-1.2 Bikeway and Trail System in the Region (Revised 2025)

Plan for and provide a continuous and easily accessible bikeway and trail system within the region. Plans shall be based on the bicycle system shown in the Inyo County Collaborative Bikeways Plan.

Policy EJ-SSH-1.1 Protect County Roads

The County shall protect existing County roads from impacts from new development by requiring such new development to either subsidize their impacts or contract for repair/reconstruction of impacts.

Policy EJ-SSH-1.2 Access to Public Lands

The County shall take every opportunity to safeguard existing, and promote additional, access to public lands.

Policy EJ-SSH-1.3 “Legacy Communities” – Disadvantaged Unincorporated Communities (Unlike a Disadvantaged Community)

Legacy communities are defined as communities in which the median household income is 80 percent or less than the statewide median household income, are geographically isolated, are inhabited, and have existed for at least 50 years. In Inyo County the following communities have been identified as Legacy Communities: Charleston View; Darwin; Furnace Creek; Keeler; Lone Pine; Shoshone; Tecopa; Trona; and Wilkerson. The County will continue to encourage upgrades to water, wastewater, stormwater drainage, and structural fire protection in these communities as appropriate.

Policy EJ-SSH-1.4 Legacy Communities Public Facilities

The County shall work to provide for adequate public facilities in Legacy Communities, taking into account local conditions, input from local residents and community character.



Table 10-5. Safe & Sanitary Housing Implementation Measures

Implementation Measure	Implementing Policy	Responsibility	TIMEFRAME	
			2022-2025	On-going
Roads & Highways 17.0 Revised	For each RTP planning cycle, establish a hierarchy of roads based on the level of service they are expected to provide.	RH-1.9	LTC	■
Bicycle & Trails 6.0 Revised	Incorporate pedestrian and/or equestrian facilities as part of the recreational trails system, and link these to all land use areas. Consider the development and adoption of a pedestrian master plan.	BT-1.2	LTC	■
Other Circulation Topics 8.0 Revised	The County shall work with communications companies to gain access to high-speed communications corridors. In particular, continuing to support and participate in the Digital 395 Initiative.	OCT-2.2	County Administrator Planning Information Services	■
Water Resources 1.0 Revised	The County shall coordinate with LADWP and local water agencies to ensure that water supplies and facilities are planned to serve development projects planned within the County, and that conservation and water-efficient tools are used when possible.	WR-1.1	Public Works Water	■



10.6 PUBLIC FACILITIES

Under California Government Code §65302(h)(1)(A), the General Plan must identify policies to promote public facilities in disadvantaged communities.⁹ Access to public facilities provides opportunities to improve the well-being of a community through engagement within the physical space of the community. They also promote civic participation and social cohesion, access to learning opportunities, quality interaction and safety among residents. Public facilities is broad in that it includes libraries, community centers, and cultural and art facilities, public improvements, public services, parks, schools and community amenities.

10.6.1 Incorporated Goals & Policies

Inyo County has provided and promoted the use and development of public facilities in the General Plan. The considerations taken into place include new development, funding schools, community centers, child care and parks. These provisions are found in the following areas.

Goals and/or Policies	Title or Reference
Policy LU-1.17	Impacts of New Development on Infrastructure Improvements, Public Facilities, and Services
Policy LU-2.16	Public, Quasi-Public, and Supporting Uses
Policy LU-5.2	Public Service Facilities Designation (PF)
Policy LU-5.8	Public Service Facilities Provisions
Policy PSU-1.1	Facilities and Services for New Development
GOAL PSU-2	Funding
GOAL PSU-4	Wastewater
GOAL PSU-5	Stormwater Drainage
GOAL PSU-7	Communication Infrastructure
GOAL PSU-9	Law Enforcement
GOAL PSU-10	Gas and Electrical
GOAL PSU-11	Schools
GOAL PSU-12	Child Care
GOAL PT-1	Public Transportation

⁹ See Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.



GOAL S-2	Recognize development limitations of soil types in review and approval of future development projects to protect public health and safety.
Section 8.5	Water Resources
Section 8.9	Recreation
Section 7.5	Bicycles & Trails
Section 9.2	Air Quality
Section 9.3	Flood Hazard
Section 9.4	Avalanche Hazard
Section 9.5	Wildfire Hazard
Section 9.6	Geologic & Seismic Hazards
Policy EJ-FA-1.1	Incorporate Healthy Land Use Patterns
Policy EJ-SSH-1.4	Legacy Communities Public Facilities
Housing Element Program 2.1.7	Regional Housing Working Group
Section 9.8	Multi-Jurisdictional Hazard Mitigation Plan
Policy EJ-AQ 10.2	Air Quality

Inyo County expands on the above incorporated policies and implementation to provide additional policies and implementations to the Public Facilities section of this Environmental Justice Element.

10.6.2 Definition

100-Year Flood Zone (Revised 2025)

Defined by the Federal Emergency Management Agency (FEMA) as the flood having a one percent chance of being equaled or exceed in any given year.

10.6.3 Goals & Policies

Policy PSU-6.2 Recycling Facility Location (Revised 2025)

The County shall encourage the development of regional and community-based recycling facilities in heavy commercial and industrial areas, encourage landlords and commercial businesses to provide recycling opportunities, and work to provide recycling containers at all County facilities.

Policy FLD-1.1 Floodplain Limitations (Revised 2025)

The county shall regulate development of habitable structures within floodplain areas (as established by FEMA), and areas within dam inundation zones.



Policy GEO-1.1 Development Hazard Constraints (Revised 2025)

Unless fully mitigated, restrict development of habitable structures in areas that are subject to severe geologic hazards, such as Alquist-Priolo Special Studies Zone, liquefaction zones, landslide areas, and seismically induced unstable soils.

Policy EJ-PF-1.1 State Responsibility Areas

The County shall encourage incorporation of private lands within State Responsibility Areas into fire districts and amending the classification of these lands to Local Responsibility Area.

Policy EJ-PF-1.2 Onsite Renewable Energy Generation

The County will encourage utilizing onsite renewable generation for onsite uses, including geothermal, wind and solar.

Policy EJ-PF-1.3 Digital 395 Project

The County shall continue to participate in and support expansion of the Digital 395 and Middle and last Mile Projects which will bring fiber network throughout the County.

Table 10-6. Public Facilities Implementation Measures

Implementation Measure	Implementing Policy	Responsibility	TIMEFRAME	
			2022-2025	On-going
Flood Hazard 3.0 Revised Natural washes (defined as riparian areas and drainages) and areas defined as 100-year flood plains are to be kept free from development that would significantly impact flood way capacity or characteristics, natural/riparian areas, or natural groundwater recharge areas.	FLD-1.2	Planning		■
Flood Hazard 6.0 Revised County maintained information on mudflows (Implementation Measure 5.0) shall be consulted in the review of development proposals to restrict and/or mitigate development of habitable structures from these areas.	FLD-1.3	Planning		■



<p>Avalanche Hazard 1.0 Revised</p>	<p>The County shall maintain a map of avalanche hazard zones that are within areas of existing or potential development. The map shall identify areas of low hazard (minor property damage potential but no safety risk) and high hazard areas (potential safety risk).</p>	<p>AVL-1.1 AVL-1.4 AVL-1.6 AVL-1.7</p>	<p>Planning</p>	<p>■</p>
<p>Avalanche Hazard 2.0 Revised</p>	<p>Information on avalanche hazard zones (from existing information or updated information from Implementation Measure 1.0) shall be consulted in the review of development proposals to restrict development of habitable structures from these areas.</p>	<p>AVL-1.1 AVL-1.4</p>	<p>Planning</p>	<p>■</p>
<p>Avalanche Hazard 8.0 Revised</p>	<p>Volunteer corps, such as an Avalanche Watch Program, should be organized in areas of known avalanche hazards. The County encourages search and rescue training for local residents in hazard areas.</p>	<p>AVL-1.4 AVL-1.5 AVL-1.6</p>	<p>Office of Emergency Services</p>	<p>■</p>
<p>Wildfire Hazard 5.0 Revised</p>	<p>The County, as well as local fire protection district staff, shall review all development plans and subdivision maps to provide recommendations for fire prevention and protection, including but not limited to safe circulation, ingress and egress, sprinkler requirements, water</p>	<p>WF-1.2 WF-1.5</p>	<p>Fire Marshall CDF Local Fire Protection Agencies</p>	<p>■</p>



	pressure requirements, and wildfire protection measures for those areas. Adjacent to open space.			
Wildfire Hazard 2.0 Revised	The County shall work with local fire districts and volunteer fire departments to develop community fire plans to identify the desired level of service and methods to obtain such services, as well as educating the public on preventive measures.	WF-1.1	Office of Emergency Services Fire Marshall Inyo LAFCO	■
Wildfire Hazard 1.0 Revised	The County Fire Marshall shall continue to coordinate with fire agencies, and work to establish additional fire protection organizations, with a principle goal of educating the public about the dangers of, and preventative strategies for, wildfires.	WF-1.1	Fire Marshall	■
Geologic & Seismic Hazards 4.0 Revised	The County shall not site critical facilities in areas within Alquist-Priolo Special Studies Zones, in areas subject to liquefaction, in areas with a high landslide risk, or on seismically unstable soils unless engineering can mitigate potential risks. A geologic/seismic hazards geotechnical engineering study shall be performed to identify potential impacts and engineering	GEO-1.1	Inyo county	■



<p>recommendations prior to siting or site acquisition. Critical facilities include:</p> <ul style="list-style-type: none"> ■ schools, ■ hospitals, ■ day-care and senior citizen centers, police and fire stations, and ■ assembly rooms with an occupant load of 250 or more persons. 			
<p>Geologic & Seismic Hazards 8.0 Revised</p>	<p>Ensure new development meets the current seismic safety standards in accordance with the Uniform Building Code for the appropriate Seismic Hazard Zone.</p>	<p>GEO-1.4</p>	<p>Building and Safety</p> <ul style="list-style-type: none"> ■



10.7 RECREATION

Under California Government Code §65302(h)(1)(A), the General Plan must identify policies to promote physical activity in disadvantaged communities.¹⁰ Physical activity contributes to a healthy lifestyle which improves an individual's well-being. This positive effect on a person's well-being is a key contributor to improved health, reducing illness and health problems such as diabetes, obesity, cardiovascular disease, high blood pressure, high cholesterol, stress, depression and some cancers. Having a healthy well-being helps to contribute to a healthy environment, which in turn, contributes to a healthy community.

Physical activity comes in many forms of recreation and transportation. Access to parks, open spaces, and recreational facilities provides recreation opportunities for physical activity. These opportunities should be inclusive to ensure seniors and persons with disabilities have access. Recreation includes active transportation in the form of walking and bicycling along with other multimodal alternatives. Allowing active transportation to services, work and/or school promotes daily recommended physical activity contributing to a healthy lifestyle. Active transportation also limits the time spent driving which reduces vehicle miles traveled and reduces air pollution and contribution to climate change.

10.7.1 Incorporated Goals & Policies

Inyo County has provided and promoted recreation and physical activity in the General Plan. The considerations taken into place are off road vehicle use, access to public lands, land use patterns, seniors and special needs, safety, public facilities, transportation, and hiking, backpacking and stock trail networks. These provisions are found in the following areas.

Goals and/or Policies	Title or Reference
GOAL GOV-7	Recreation Policies
Policy EJ-PH-1.1	Incorporate Healthy Land Use Patterns
Policy EJ-PH-1.2	Consider Seniors and Other Special Needs Populations
Policy LU-2.16	Public, Quasi-Public, and Supporting Uses
Policy LU-5.1	Open Space and Recreation Designation (OSR)
Section 7.3	Scenic Highways
Section 7.4	Public Transportation
Section 7.5	Bicycles & Trails
Policy RR-1.1	Preservation of Railroad Right-of-

¹⁰ See Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.



	Way
Policy OCT-1.2	Park-and-Ride Facilities
Section 8.9	Recreation
Section 9.2	Air Quality
Housing Element Program 2.1.7	Regional Housing Working Group

To further promote recreation, Inyo County has provided additional policy and implementations.

10.7.2 Goals & Policies

Policy SH-1.1 Protect the Qualities of Designated Scenic Routes (Revised 2025)

The visual qualities of designated scenic routes should be protected.

Table 10-7. Recreation Implementation Measures

				TIMEFRAME	
	Implementation Measure	Implementing Policy	Responsibility	2024-2029	On-going
EJ-REC 1.0	Encourage compatible development within scenic route viewsheds.	SH-1.1	Planning		■
EJ-REC 2.0	Consider measures to enhance development within scenic route view sheds, such as attractive walls, fencing, berms, and landscaping.	SH-1.1	Planning		■



10.8 CIVIC ENGAGEMENT

Under California Government Code §65302(h)(1)(B), the General Plan must identify policies to promote civic engagement in the public decision-making process in disadvantaged communities.¹¹ Public engagement is crucial in providing a firm foundation during the decision-making process. This promotes the development of an inclusive community allowing for all economic, cultural, health, safety and environmental matters to be addressed. Having collaboration, partnerships, involvement and other means of participation is beneficial for the community to build for future opportunities and have the capability to experience a stable and less-stressful future. This process includes the individuals in the community along with businesses, agencies and organizations.

10.8.1 Incorporated Goals & Policies

Inyo County provides public engagement through public outreach, public workshops, public meetings, public hearings and public comments as demonstrated through adopted policies and implementation and can be found in various locations in the zoning code. Below is a table of the policies and implementations included in the approved General Plan addressing civic engagement.

Goals and/or Policies	Title or Reference
Policy Gov-1.1	Plans for Agencies, Districts, Utilities, and Local Tribal Government
Policy Gov-2.1	Continue Participation on Collaborative Planning Effort
Policy Gov-2.2	Public Participation
Policy Gov-2.3	Public Involvement
Policy Gov-2.4	Renewable Energy Solar Facility Development Notice to Residents
Policy RH-1.9	Plan Comprehensive Transportation system
Policy CUL-1.1	Partnerships in Cultural Programs
Policy CUL-1.5	Local Tribal Government Consultation
Housing Element Program 2.1.6 – 2.1.7	Regional Housing Group
Housing Element Program 3.1.5	Partnering with Local Organizations

¹¹ See Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.



Housing Element Program 3.1.6	Major Employer Working Group
Housing Element Program 3.1.7	Establishing a Housing Specialist Position
Housing Element Program 3.2.1	Developer and Property Owner Outreach
Housing Element Program 3.4.1	Mobile Home Park Residents Ownership Assistance
Housing Element Program 4.1.1	Coordination with Self-Help Housing Groups
Housing element Programs 5.1.1 – 5.2.1	Work with Homeowners for Permitting
Housing Element Program 7.2.1	Work with Housing Stakeholder Group
Housing Element Program 7.3	Carshare and accessory commercial units
Policy EJ-SSH-1.4	Legacy Communities Public Facilities
Policy PSU-7.3	Citizen Participation



10.9 PRIORITIZING IMPROVEMENTS & PROGRAMS

When disadvantaged communities are identified in an area, California Government Code §65302(h)(1)(B) requires the General Plan identify objectives and policies to prioritize improvements and programs to address the needs of these communities. As discussed in Section 10.2 of the Environmental Justice Element, Inyo County has no disadvantage communities. However, there are policies and implementations that provide prioritization to different effort and programs.

10.9.1 Incorporated Goals and Policies

The General Plan of Inyo County has prioritized policies and procedures as identified as needed for the area. The specific prioritizations have been adopted and are as detailed in the below table.

Goals and/or Policies	Title or Reference
Policy Gov-2.3	Public Involvement
Policy GOV-2.4	Renewable Energy Solar Facility Developers Notification
Policy LU-1.2	New Growth
Policy LU-3.9(d)	Central Business District Standards
Policy LU-4.6	Circulation and Safety
Policy PSU-8.1	Fire Protection for New Development
Policy RH-1.1	Prioritize Maintenance, Rehabilitation, and Reconstruction
Policy RH-1.8	Priority to Efficiency Projects
Policy RH-1.9	Plan Comprehensive Transportation System
Policy FLD-1.2	Development in Floodplain
Policy GEO-1.1	Development Hazard Constraints
Policy EJ-FA-1.2	Farmers Markets
Policy EJ-FA-1.5	Food Access at Public Events
Section 9.8	Multi-Jurisdictional Hazard Mitigation Plan



Additionally, the General Plan also requires, encourages and promotes some objectives before the ultimate end of the goals are met which can be found in several places throughout the General Plan.

RESOLUTION NO. 2026-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA RECOMMENDING THAT THE BOARD OF SUPERVISORS CERTIFY THE ENVIRONMENTAL JUSTICE ELEMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE, GENERAL PLAN AMENDMENT NO. 2025-06/ENVIRONMENTAL JUSTICE ELEMENT

WHEREAS, the Environmental Justice Element is a required component of the General Plan Housing Element, and pursuant to the direction of the California Department Housing and Community Development (HCD), Government Code Section 65302(h) and Senate Bill 1000 (2016), must be adopted in order to have the Inyo County 6th Cycle Housing Element Update certified; and

WHEREAS, the 6th Cycle Housing Element Update was originally adopted by the Board of Supervisors on August 16, 2022 and certified by HCD in August 2022; and

WHEREAS, the 6th Cycle Housing Element Update was amended and adopted by the Board of Supervisors on September 26, 2023 and certified by HCD on October 30, 2023; and

WHEREAS, the County began work on the Environmental Justice Element in August 2022; and

WHEREAS, pursuant to Senate Bill 18 (SB18) and Government Code Section 65352.3, on September 22, 2022, the County requested a list of appropriate Native American contacts from the California Native American Heritage Commission (NAHC), to request consultations regarding the Environmental Justice Element; and

WHEREAS, the NAHC transmitted a list of Native American contacts to the County on November 14, 2023 for purposes of SB18 consultation regarding the Environmental Justice Element; and

WHEREAS, on November 15, 2023 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, with Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Death Valley Timbi-sha Shoshone Tribe, Fort Independence Indian Community of Paiutes, Kern Valley Indian Community, Lone Pine Paiute-Shoshone Tribe, North Fork Rancheria of Mono Indians, Tule River Indian Tribe, Twenty-Nine Palms Band of Mission Indians, Walker River Reservation and Wuksachi Indian Tribe/Eshom Valley Band; and

WHEREAS, as specified by SB18 and per Government Code Section 65352.3, the tribes have 90 days to initiate the consultation after notification; and

WHEREAS, only the Bishop Paiute Tribe requested consultation; and

WHEREAS, on February 23, 2024, County Staff meet with the Bishop Paiute Tribe for consultation to discuss the Environmental Justice Element and the Tribe provided comment and suggestions; and

WHEREAS, on Wednesday, August 23, 2025, the Inyo County Planning Commission held a duly-noticed public workshop to educate interested parties about the Environmental Justice Element and the proposed adoption process and took comments; and

WHEREAS, on Tuesday, October 7, 2025, the Inyo County Board of Supervisors held a duly noticed public workshop to educate interested parties about the Environmental Justice Element and the proposed adoption process and took comments; 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 General Plan Amendments and to make a recommendation to the Board of Supervisors; and

WHEREAS, on January 3, 2026, the County published notice in the Inyo Register of a public hearing to take public comment on General Plan Amendment 2025-06/Environmental Justice Element to be held on January 28, 2026; and

WHEREAS, on January 28, 2026, the Inyo County Planning Commission held a duly-noticed public hearing to consider and recommend the adoption of the General Plan Amendment 2025-06/Environmental Justice Element; and

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of the Inyo County Code, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines and maintain responsibility for the environmental review of all County projects; and

WHEREAS, the Environmental Justice Element is a state-mandated policy document that works to provide equity, health and environmental protection for all of Inyo County's residents as such qualifies for the Common Sense Exemption under CEQA Guidelines §15061(b)(3), because the adoption of the policy bears no possibility of significant environmental effect; and

WHEREAS, the Planning Commission does hereby find and declare that approval of the General Plan Environmental Justice Element is in the public interest;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Inyo County Planning Commission, that based on all of the written and oral comment and input received at the January 28, 2026, hearing, including the Planning Department Staff Report for the project, the Inyo County Planning Commission makes the following findings regarding the final draft General Plan Environmental Justice Element 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.) The Environment Justice Element update is a policy document that works to provide equity, health and environmental protection for all of Inyo County's residents as such qualifies for the Common Sense Exemption under CEQA Guidelines §15061(b)(3), because the adoption of the policy bears no possibility of significant environmental effect.
- 2.) Based on substantial evidence in the record, the proposed General Plan Environmental Justice Element is consistent with the goals and policies of the Inyo County General Plan.
- 3.) Based on substantial evidence in the record, the proposed General Plan Environmental Justice Element is consistent with the purposes and intent of Title 18 (Zoning Ordinance) of the Inyo County Code.
- 4.) Based on substantial evidence in the record, the General Plan Environmental Justice Element complies with California Government Code Section 65302(h) (i.e., the State's regulations for Environmental Justice Elements).

BE IT FURTHER RESOLVED, the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Certify that the Environmental Justice Element is exempt from CEQA under General Rule 15061(b)(3) as was presented to and considered by the Board, and reflects the independent judgment of the Board.
2. Make certain findings with respect to, and approve General Plan Amendment No. 2025-06/Environmental Justice Element based on all of the information in the public record and on recommendation of the Planning Commission.

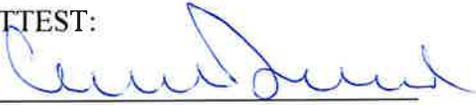
PASSED AND ADOPTED this 28th day of January, 2026, by the following vote of the Inyo County Planning Commission:

AYES: 4
NOES: 1
ABSTAIN:
ABSENT:

Caitlin J. Morley

Caitlin Morley, Chair
Inyo County Planning Commission

ATTEST:



Cathreen Richards, Planning Director

By 

Sally Faircloth
Secretary of the Commission

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. 2025-06/INYO COUNTY – ENVIRONMENTAL JUSTICE ELEMENT

WHEREAS, the Environmental Justice Element is required pursuant to the direction of the California Department Housing and Community Development (HCD), Government Code Section 65302(h) and Senate Bill 1000 (2016) in order to have the Inyo County 6th Cycle Housing Element Update maintain compliance; and

WHEREAS, the 6th Cycle Housing Element Update was originally adopted by the Board of Supervisors on August 16, 2022 and certified by HCD in August 2022; and

WHEREAS, the 6th Cycle Housing Element Update was amended and re-adopted by the Board of Supervisors on September 26, 2023 and re-certified by HCD on October 30, 2023; and

WHEREAS, the County began work on the Environmental Justice Element in August 2022; and

WHEREAS, the Inyo County Planning Department determined the project is exempt from environmental review under CEQA Guidelines Section 15061(b)(3), general rule, on the basis that it could have no possibility of causing significant environmental effects as the Environmental Justice Element is a policy document that works to provide equity, health and environmental protection for all of Inyo County’s residents and has meet the requirements set forth by the State of California; and

WHEREAS, on November 15, 2023 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, with Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Death Valley Timbisha Shoshone Tribe, Fort Independence Indian Community of Paiutes, Kern Valley Indian Community, Lone Pine Paiute-Shoshone Tribe, North for Rancheria of Mono Indians, Tule River Indian Tribe, Twenty-Nine Palms Band of Mission Indians, Walker River Reservation and Wuksachi Indian Tribe/Eshom Valley Band; and

WHEREAS, on December 1, 2023 the Bishop Paiute Tribe requested consultation; and

WHEREAS, on February 23, 2024, planning department staff met with staff from the Bishop Paiute Tribe to discuss the Tribe’s thoughts and comments on the Environmental Justice Element; and

WHEREAS, planning department staff incorporated the Bishiop Paiute Tribe’s suggestions, primarily regarding food access into the draft Environmental Justice Element; and

WHEREAS, following a duly noticed public hearing on January 28, 2026, the Inyo County Planning

Commission passed Resolution 2025-07 recommending the Inyo County Board of Supervisors certify the General Plan Amendment No. 2025-06/Inyo County – Environmental Justice Element as exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and approve the project; and

WHEREAS, on March 3, 2026, 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 made the required findings and approved General Plan Amendment No. 2025-06/Inyo County – Environmental Justice Element.

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. 2025-06/Inyo County – Environmental Justice Element is exempt from environmental review under CEQA Guidelines Section 15061(b)(3), the general rule.

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 Environment Justice Element is a policy document that works to provide equity, health and environmental protection for all of Inyo County’s residents.

SECTION FIVE: The General Plan Amendment No. 2025-06/Inyo County – Environmental Justice Element meets the requirement of the California Department of Housing and Development of adopting an Environmental Justice Element in order for the 6th Cycle Housing Element to maintain compliance.

SECTION SIX: the Board of Supervisors of the County of Inyo does hereby approve General Plan Amendment No. 2025-06/Inyo County – Environmental Justice Element.

PASSED AND ADOPTED THIS March 3, 2026.

AYES:

NOES:

ABSTAIN:

ABSENT:

Trina Orrill, Chairperson
Inyo County Board of Supervisors

ATTEST:

David Fraser
Clerk of the Board

By _____
Darcy Israel, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 3, 2026

Reference ID:
2026-71

2025 General Plan Progress Report Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Review the General Plan Annual Progress Report (APR) and direct staff to submit it to the State Department of Housing and Community Development and the Office of Planning and Research.

BACKGROUND / SUMMARY / JUSTIFICATION:

The purpose of the Annual General Plan Progress Report is to document the County's progress in implementing its General Plan. The document is being provided to the Board of Supervisors for review and subsequently, it will be submitted to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

The County's General Plan is a Vision, Goals and Policy document that provides a sort of 'roadmap' to landuse and development within the County. Upkeep and maintenance of the General Plan is a continuous process. The County implements the provisions found in its General Plan on a day-to-day basis in its many projects and strives to include the public in the decision-making process. The County's General Plan and Amendments can be found at: <https://www.inyocounty.us/services/planning-departmenUinyo-county-general-plan>

The County provided leadership and participated in many planning activities in 2025 as identified in the attached report. It continued its building permit and project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures. During 2025, the County reviewed 3 more building permits for housing units (23) than in 2024. It also granted 9 Certificates of Occupancy for housing units in 2025. The 2021 Revised Housing Element can be found at the above link under 2021 Housing Element Update.

ENVIRONMENTAL REVIEW The GP APR is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306 - Information Collection.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	
Budgeted?		Object Code	
Recurrence		Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

There is no direct fiscal impact with this item.

Future Fiscal Year Impacts

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Do not review the Inyo County 2025 General Plan or Annual Progress Report and do not provide direction to staff to send to Housing and Community Development and Office of Planning and Research. This is not recommended as this is a state-mandated annual report.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

State Department of Housing and Community Development and Office of Planning and Research

STRATEGIC PLAN ALIGNMENT:

- Thriving Communities** | Community Revitalization Through Effective Planning
- Thriving Communities** | Community Supporting Infrastructure Improvements
- Thriving Communities** | Highest and Best use of Property
- Thriving Communities** | Improve Housing Opportunities
- Thriving Communities** | Enhanced Health, Social, & Senior Services
- Thriving Communities** | Quality Parks and Recreation Amenities
- Thriving Communities** | Enhanced Transportation Services
- Thriving Communities** | Climate Resilience and Natural Resource Protection
- Economic Enhancement** | Sustainable Recreation Initiatives
- Economic Enhancement** | Collaborative Regional Economic Development
- High Quality Services** | Public Safety and Emergency Response

APPROVALS:

- | | |
|--------------------|--------------------------------|
| Cathreen Richards | Created/Initiated - 02/06/2026 |
| Darcy Israel | Approved - 02/09/2026 |
| Christian Milovich | Approved - 02/09/2026 |
| John Vallejo | Approved - 02/10/2026 |
| Cathreen Richards | Approved - 02/10/2026 |
| Denelle Carrington | Final Approval - 02/17/2026 |

ATTACHMENTS:

1. 2025 Annual Progress Report
2. Summary
3. Programs

General Plan Annual Progress Report 2025

County of Inyo



Prepared by the Inyo County Planning Department

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Appendix A Government Code Section 65400

Appendix B Housing and Community Development Department Annual Element Progress Report Forms

Introduction

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR).

The purpose of the document is to report on Inyo County's progress in implementing its General Plan. The document will be provided to the Planning Commission and Board of Supervisors for their review and submitted to the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

Background

The County adopted a comprehensive update to the General Plan on December 11, 2001, and has amended the Plan on several occasions since. The planning process for the update took over four years, many public hearings and meetings, and substantial effort on the part of staff, the Board of Supervisors, the Planning Commission, local organizations and interest groups, and the general public.

The Plan replaced, reformatted, and/or updated a number of older General Plan Elements and other planning documents that had been adopted over the years. In addition to the many working documents, staff reports, and outreach materials, the Plan resulted in the following major documents that are utilized on a day-to-basis in the County's planning processes:

- General Plan Summary
- Background Report
- Goals and Policies Report
- Land Use and Circulation Diagrams
- Environmental Impact Report (EIR)

The Inyo County General Plan received awards of excellence from local chapters of the American Planning Association in 2001. The policy document and diagrams are available on the Planning Department's website at the following link:

<https://www.inyocounty.us/sites/default/files/202002/GP%20Goals%20and%20Policy%20Report%2012.2001.pdf>

Informational Document

This document is a reporting document and does not create or alter policy. The content is provided for informational purposes only and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

Organization

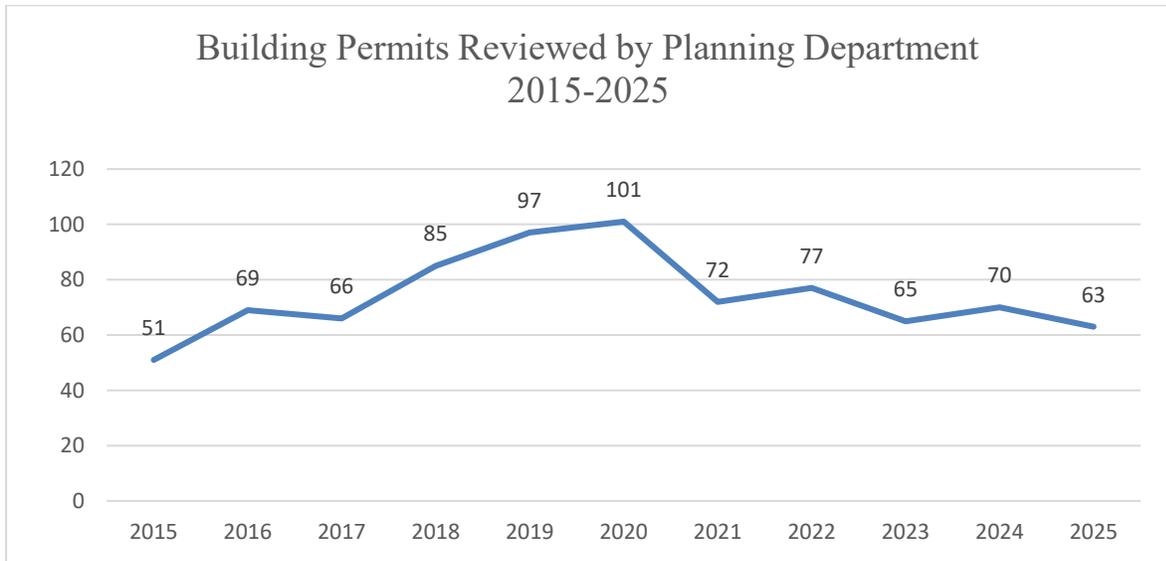
After this introduction, a summary of projects and issues addressed over the last year is provided, and then each General Plan element is addressed. Following these topics, the County's planned General Plan and Zoning Ordinance update are addressed. Appendix A includes Government Code Section 65400. Appendix B includes the HCD reporting forms.

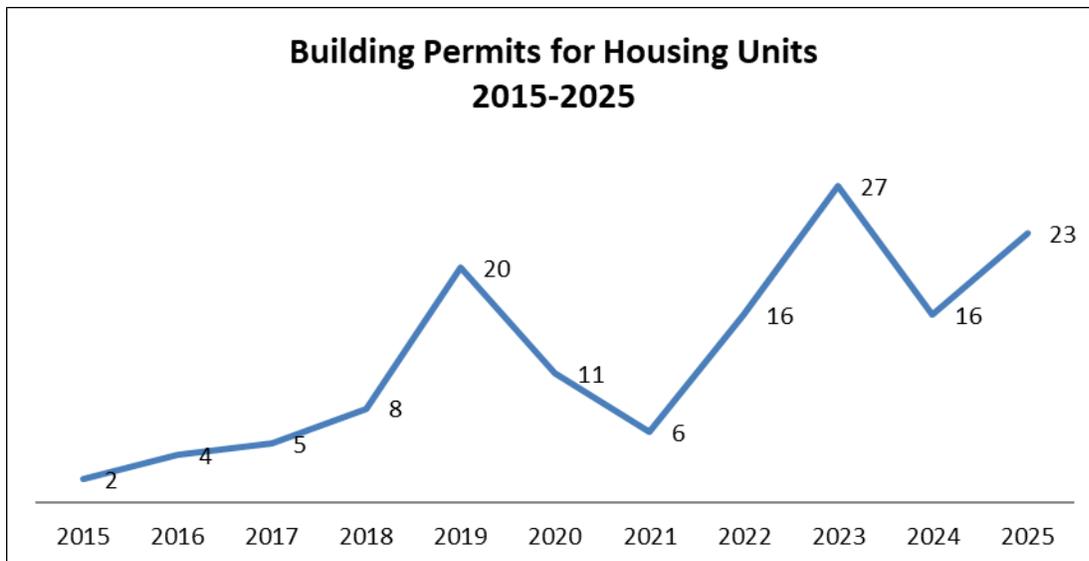
II. Plans, Projects, and Accomplishments

During 2025 the County processed numerous projects and participated in a variety of planning programs. The following summaries provide a brief overview of these projects and programs and are not intended to be exhaustive.

Building Permits

Five-Hundred and Seventy-four total building permits were received by the Building and Safety Department in 2025. Sixty-three of these were reviewed by the Planning Department for zoning consistency issues. Twenty-three of these permits were for new housing units, three more than in 2024. Building permits were applied for 11 new single-family homes (6 more than in 2024), and 3 new manufactured homes (1 less than 2024) and 9 accessory dwelling units (ADU) (2 more than 2024). Seven of the ADU applications were for conversions or additions to garages and a barn for ADUs. Nine Certificates of Occupancy (completed projects) were also reported to have been granted by the Building and Safety Department in 2025 for residential projects. Six were for single family homes, one was for a manufactured home and two were for ADUs (one was a shed conversion to an ADU).





Regional Housing Needs Allocation

The State Department of Housing and Community Development (HCD) or a Council of Governments (COG), with the approval of HCD, gives each jurisdiction in the State a Regional Housing Needs Allocation (RHNA) for every iteration of Housing Element Updates. The Allocation number is based on a Regional Housing Needs Assessment. This is the number of housing units per income group that the jurisdiction must plan for in its Housing Element. The last one of these that the County received was in 2020 for the 2021 Housing Element Update. Every jurisdiction must also report on the progress that has been made towards meeting its RHNA in its General Plan Annual Report. The 2020 RHNA units by income category are as follows:

- Very Low – 36 (includes Extremely Low)
- Low – 40
- Moderate – 39
- Above Moderate – 80

The County has achieved the 80 units above moderate housing need with 103 units. There have been no qualifying very low, low or moderate units built to date

Planning Permits

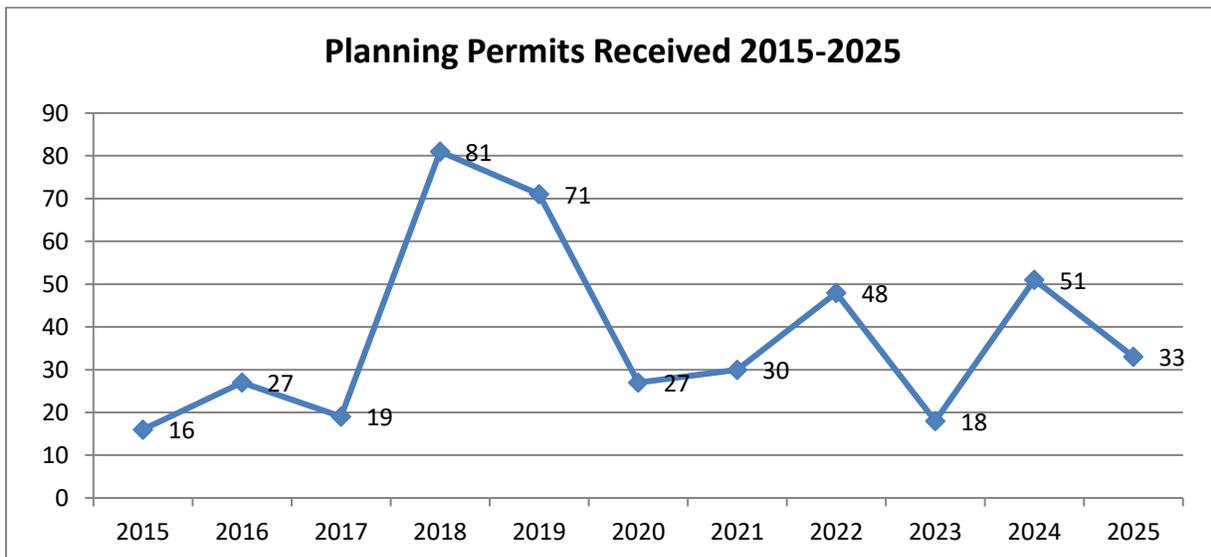
The Planning Department also processed a variety of landuse permits during 2025, including conditional use permits, variances, subdivisions, and associated environmental reviews. The breakdown in applications received in 2025 is as follows:

- 5 Conditional Use Permits
- 3 General Plan Amendments
- 5 Zoning Reclassification
- 4 Zone Text Amendments
- 1 Reclamation Plans
- 2 Parcel Mergers
- 5 Variances

- 3 Hosted Short-Term Rentals
- 2 Telecom Plans
- 1 Tentative Parcels Maps
- 1 Tentative Tract Map
- 1 Water Efficient Landscape Ordinance

During the past year, the Planning Commission agendas included the following application types:

- 3 Conditional Use Permits Amendments
- 5 Conditional Use Permits
- 4 Tentative Parcel Maps
- 1 Tentative Tract Map
- 3 Zone Text Amendments
- 2 Variances
- 1 Reclamation Plan
- 2 General Plan Amendments
- 3 Zone Reclassifications
- 1 Reclamation Plan
- 2 Violation hearings



Of the 26 projects reviewed by the Planning Commission, 8 projects were also presented to the Board of Supervisors. Eighteen less applications were received by the Planning Department in 2025 than were in 2024 (51 in 2024 and 33 in 2025). The Planning Department also reviewed and approved 2 hosted short-term rental permits 1 lot line adjustment and 1 parcel merger in 2025.

Projects Reviewed by the Planning Commission During 2025

The following applications were reviewed by the Planning Commission and/or Board of Supervisors during the past year:

AMENDMENT TO CONDITIONAL USE PERMIT (CUP) 2014-02/BRANSON

OLANCHA - Stimulus Technologies of CA, operating as Lone Pine Communications, has submitted a request for an Amendment to CUP 2014-02/Branson to introduce modifications to its originally designated design. Located at 689 Shop Street in Olancha (Olancha Fire Dept), the proposed amendment entails replacing the existing 60ft tower with an 80ft tower and repositioning it 8.9 feet in front of the current structure, utilizing the existing meter and electrical box. Once the new tower is erected, the current structure will be dismantled. This project is an Addendum Negative Declaration of Environmental Impact under CEQA.

AMENDMENT TO CONDITIONAL USE 1973-14 AND RECLAMATION PLAN 1990-03 BYK HECTORITE MINE; GENERAL PLAN AMENDMENT 2025-03

- The applicant, BYK USA Inc., requests a minor amendment to extend the term of Conditional Use Permit (CUP) No. 73-14 and associated Reclamation Plan No. 90-03 for the California Hectorite Mine (Mine ID #91-14-0013), previously operated by Industrial Mineral Ventures (IMV) and Floridin Company. The current CUP and reclamation plan are scheduled to expire on February 27, 2024. The amendment proposes a 25-year extension through February 27, 2049, with no changes to the approved scope, intensity, or methods of mining and reclamation. The project is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3) (Common Sense Exemption).

MINOR AMENDMENT TO CONDITIONAL USE PERMIT 1978-09 AND RECLAMATION PLAN 78-02 (TWIN MOUNTAIN ROCK VENTURE / RED HILL QUARRY)

– Approval of a minor amendment to Condition #4 to revise the required mapping frequency from annual to every five (5) years and to allow the use of updated mapping technologies such as drone-based photogrammetry and handheld GPS-based elevation tools. The project is exempt from CEQA pursuant to Section 15301 (Existing Facilities).

CONDITIONAL USE PERMIT 2025-03/VERTICAL BRIDGE – BIG PINE; TELECOMMUNICATIONS PLAN UPDATE 2025-02/Verizon; NEW TELECOMMUNICATIONS PLAN 2025-01/T-MOBILE.

The applicant, VB BTS III (“Vertical Bridge”) through Representative Assurance Development, has submitted an application to update Verizon’s existing Telecommunications Plan and approve T-Mobile’s New Telecommunications Plan and request a Conditional Use Permit to construct a 125-foot monopole tower. The tower project will be equipped with, (24) RRUs, (2) 2-foot microwave antennas, (2) GPS antenna, required antenna cabling, HCS jumpers, (4) ground mounted radio cabinets, (4) surge suppressors, (1) equipment canopy, (1) fiber box, (1) 200A ILC cabinet, (1) manual service light switch timer, (2) backup diesel generators, (4) raised concrete pads, cable ice bridge, utility backboard and multi-meter utility service mounted on H-frame contained on a 100- foot by 100-foot lease area within a 71-foot by 100-foot compound surrounded by a 6-foot chain link fence. The property is located at 1001 Count Rd., Big Pine, California, has a Zoning Designation of Public Districts (P) and is owned by the County of Inyo, with Tax Assessor Parcel Number (APN) 018-090-01. The project is a Mitigated Negative Declaration of Environmental Impact under the California Environmental Quality Act (CEQA).

CONDITIONAL USE PERMIT 2024-10/Elks Park - The applicant, Bishop Elks, has applied for a CUP to continue to operate a currently non-conforming lodge that includes recreational activities, RV camping, and event rentals that involve large assemblages of people. The Bishop

Elks Lodge has been operating at 3301 West Line Street, Bishop, since 1979. The applicant is asking for the CUP to continue these already established uses on the property without any expansion, building or additional uses. This project is Exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines 15301 Existing Facilities.

CONDITIONAL USE PERMIT 2024-06 - Telecommunications Plan Update 2024-02/Verizon-Sequoia-Lone Pine. The applicant, Verizon Wireless – c/o Armando Montes with Sequoia Deployment Services, has submitted an application to update Verizon’s existing Telecommunications Plan and request a Conditional Use Permit to construct a 105-foot monopole tower. The tower will house six 6-foot panel antennas, three 3-foot panel antennas, along with six remote radio units, two surge suppressors and two 4-foot microwave dishes. The property is located at 1203 Lubken Canyon Road, Lone Pine, California and has a Zoning Designation of Open Space with a 40-acre minimum (OS-40) and is owned by Scott and Mary Kemp, with Tax Assessor Parcel Number (APN) 026-150-30. The project is a Mitigated Negative Declaration of Environmental Impact under the California Environmental Quality Act (CEQA).

CONDITIONAL USE PERMIT (CUP) 2023-02/LEON7FARMS - The applicant has requested a Conditional Use Permit (CUP) to cultivate cannabis on a 2.5-acre parcel at 631 Ruby Lane, Charleston View, CA, in unincorporated Inyo County (APN 048-364-070). The project includes approximately 3,000 square feet of cannabis cultivation within two greenhouses, as well as five shipping containers for seed processing, drying, employee breaks, and equipment storage. The site is surrounded by vacant land, with the nearest town, Pahrump, NV, about 30 miles to the north. This project is classified as a Mitigated Negative Declaration under the California Environmental Quality Act (CEQA).

CONDITIONAL USE PERMIT (CUP) 2025-02/STARRENBURG - The applicant is requesting approval of a Conditional Use Permit (CUP) to allow an existing non-conforming front yard fence to exceed the maximum permitted height of 3.5 feet (42 inches), as stipulated by Inyo County zoning regulations. The fence, which is currently in place, stands 5.4 feet (65 inches) tall. The subject property is located at 632 Tuttle Creek Road in Lone Pine, within the Alabama Hills neighborhood. This project is categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15303(e), New Construction or Conversion of Small Structures – Class 3.

CONDITIONAL USE PERMIT 2019-06/GROW4GOLD VIOLATION HEARING – On August 28, 2019 the Planning Commission, upon the recommendation of staff, approved a CUP for the applicant to operate a commercial cannabis cultivation operation located approximately 26-miles southeast of the community of Charleston View in Sandy Valley on Long Rd. The project proposal included drying and packaging the cultivated product at the project site. The CUP was conditioned with, among other things, a requirement to conform to all applicable provisions of the Inyo County Code and State Regulations. The applicant has failed to meet these conditions as the operation is being conducted with no building, electrical or plumbing permits, therefore, staff is recommending the revocation of the CUP. This action is exempt from CEQA under 15321 – Enforcement Actions by Regulatory Agencies.

TENTATIVE PARCEL MAP No. 433/ESLS-BALTAZAR - The applicant is seeking approval to subdivide a 5 acre parcel into two equal parcels of 2.5 acres each. Both proposed parcels currently do not contain any structures and there are no plans for new construction. The subdivision will not create any setback issues for any future development of dwellings or accessory structures. The property is located at 1990 Indian Springs Dr. Alabama Hills, California. Both proposed parcels are zoned Rural Residential (RR-2.5), which requires a minimum lot size of 2.5-acres, and are designated as Rural Residential Medium (RRM) use in the General Plan. This project is exempt from CEQA under General Rule 15061(b)(3).

TENTATIVE PARCEL MAP No. 429/McIntyre – The applicant is seeking approval to subdivide a 32,007-square-foot parcel into two separate lots: Parcel 1, measuring 15,045 square feet, and Parcel 2, measuring 16,962 square feet. Each parcel currently contains an existing single-family home. The subdivision will not create any set-back issues for the homes or accessory structures on the property. The property is located at 3071 W. Line Street in Bishop, California, and both proposed parcels are zoned Residential – Single Residence (R-1 10,000), which requires a minimum lot size of 10,000 square feet. The parcels are also designated for Residential Low Density (RL) use in the General Plan. This project is exempt from CEQA under General Rule 15061(b)(3).

TENTATIVE PARCEL MAP-431; GENERAL PLAN AMEDMENT- 2024-03; ZONE RECLASSIFICATION 2024-03; VARIANCE 2025-01/BIG PINE PETROLEUM – The applicant (Mohamad Najm) is requesting to subdivide a parcel into three parcels based on each parcel’s established use. This action requires a Tentative Parcel Map. This tentative parcel map also requires a Zone Reclassification and General Plan Amendment to create the correct land use designation for one of the proposed new parcels. Additionally, the tentative parcel map requires a variance due to setback encroachments of established structures. The project is located in Big Pine, CA. This project is exempt from CEQA under General Rule 15061(b)(3).

TENTATIVE PARCEL MAP-432; ZONE RECLASSIFICATION 2025- 02/Wilson - The applicant (Dwayne Wilson) is requesting to subdivide a parcel into four parcels for existing and future residential development. This action requires a Tentative Parcel Map. This Tentative Parcel Map also requires a Zone Reclassification to create the correct land use designation for all of the proposed new parcels. The project is located at 250 Panorama Dr., Bishop, California, has a Zoning Designation of R-1 Districts – One Family Residences with a 1.0 acre minimum, with Tax Assessor Parcel Number (APN) 013-180-02. This project is exempt from CEQA under General Rule 15061(b)(3).

TENTATIVE TRACT MAP NO. 253; ZONE RECLASSIFICATION NO.2025-04 AND VARIANCE NO. 2025-02 - This project is a proposal to subdivide an approximately 1.95-acre parcel (APN 010-301-28), located at the south corner of Highway 395 and North Barlow Lane, adjacent to the Big 5 Sporting Goods store and the Bishop Plaza shopping center. The parcel is currently under a condominium project known as the Arbors that has sat mostly idle for many years. The project will include a zone reclassification, from Multiple-Residential 3+ units to One-Family Residential R1, and a variance addressing lot width and setbacks. The Condominium, including the homeowner’s association and Conditions, Covenants and Restrictions (CC&R) will

be dissolved in a separate but necessary action by the California Department of Real Estate. This project is exempt from CEQA pursuant to 15061(b)(3) Commonsense Exemption.

ZONE TEXT AMENDMENT 2024-03 / MAINTENANCE OF ANIMALS - Staff is reintroducing this item that was originally presented to the Planning Commission on July 24, 2024. It includes an updated proposed ordinance to update Section 18.78.310 – Maintenance of Animals; and Subsections 18.12.020 (D) and 18.12.040 (J) Open Space, of the Inyo County Code to: • identify prohibited nuisances; • add stream buffer language; and, • include a requirement for kennels in the Open Space zone to obtain a Conditional Use Permit (CUP). The project is Exempt from the California Environmental Quality Act by the Commonsense Rule 15061(b)(3). Subsequent CUPs for kennels will require project specific CEQA evaluations.

ZONE TEXT AMENDMENT (ZTA) NO. 2025-02/INYO COUNTY – KENNELS - Staff has drafted a proposed ordinance to update Section 18.06.305 Definitions – Kennel; and Sections 18.12.020, 18.12.040, 18.21.040, 18.22.040, and, Subsections 18.12.040 (J) and 18.49.020(L) of the Inyo County Code (ICC) to: Change the Definition of “Kennel” in Title 18 Zoning to match the Definition in Chapter 8.20 - Dogs of the ICC and retitle it “Commercial Kennel”; add a requirement for conditional use permits for commercial kennels in the Open Space zone; clean up and make all references to “kennel” in the zoning code “commercial kennel” where applicable. The project is Exempt from the California Environmental Quality Act by the Commonsense Exemption 15061(b)(3). Subsequent CUPs for kennels will require project specific CEQA evaluations.

ZONE TEXT AMENDMENT 2025-01/DENSITY BONUS OVERLAY AMENDMENT- Staff are proposing to amend Chapter 18.65 DB District - Density Bonus Overlay (DB Zone) of the County Code to update the ordinance to reflect the State’s Density Bonus Law as set forth in Government Code Sections 695915 et seq. Since the last update to the County’s DB Zone in 2007 the State of California has enacted significant changes to the State Density Bonus Law. The State’s Density Bonus Law allows developers to build residential projects at greater densities than allowed under the County’s General Plan land use designations if the projects include specific types of housing. The Planning Commission will be considering providing a recommendation to the Board of Supervisors to adopt the proposed amendment. The project is exempt from CEQA by the “Common Sense Rule” found in 14 CCR Section 15061(b)(3).

RECLAMATION PLAN 2023-01 ZURICH PIT(MS308) CALTRANS – Approval of a 14-acre reclamation plan for the Zurich Pit with adoption of a CEQA Mitigated Negative Declaration.

RECONSIDERATION OF AUGUST 27, 2025, REVOCATION OF HOSTED SHORT-TERM RENTAL PERMIT 2024-03/FOROUDI - On August 27, 2025, the Commission held a hearing pursuant to Inyo County Code section 18.73.070 on the proposed modification or revocation of Hosted Short-term Rental Permit 2024-03/Foroudi. The Commission voted 3-1 (one absent) to revoke the permit. The Commission is being asked today to revisit its decision in light of a procedural issue at the hearing. The issue may be resolved during reconsideration, thereby allowing the prior decision to stand and enabling the permit holder(s) to pursue an appeal to the Board of Supervisors. However, if it is not resolved, then the Commission should vacate its prior decision and order that a new hearing be scheduled. This item is exempt from CEQA pursuant to

15061 – the common sense exemption, and pursuant to 15321 – enforcement actions by regulatory agencies.

RESIDENTIAL INFILL PROJECTS WORKSHOPS - Planning staff along with the consultant, Precision Civil Engineering, Inc., will conduct a workshop to discuss issues related to identifying updates and modifications to the Zoning and General Plan requirements that could help infill housing in the communities of Big Pine, Independence, and Lone Pine. This workshop will focus on exiting residential design standards and their relationship with the California Building Code, review of ADU requirements and vacant and underutilized zoned parcels.

ENVIRONMENTAL JUSTICE WORKSHOPS - The Planning Commission is hosting a public workshop for the County's new draft Environmental Justice Element. Although not mandatory for our County, the State's Department of Housing and Community Development has required Inyo County to adopt an Environmental Justice Element in order to certify the 6th Cycle Housing Element previously adopted by the Board of Supervisors in 2023. The Environmental Justice Element must address at least eight topics which are: Air Quality, Food Access, Public Health, Safe & Sanitary Housing, Public Facilities, Recreation, Civic Engagement and Prioritizing Improvements & Programs. The workshop will discuss how these required topics are for the most part already independently addressed in the required General Plan elements but will be creating a standalone Environmental Justice Element for better reference.

Other Plans and Projects

The following discussion summarizes other projects which the County expended substantial efforts in 2024.

State Model Water Efficiency Land Landscape Ordinance

The State's Model Water Efficient Landscape Ordinance (MWELo) became effective to Inyo County in 1993 and currently applies to the County by default since the County has not adopted the State's MWELo or a local ordinance. MWELo applies to new, rehabilitated, and existing landscaping with the purpose of conserving water through approved landscape design and landscape construction/installation approval. The creation and effectiveness of MWELo to the County is derived from various statutes and legislative actions to include: Assembly Bill (AB) 325 (Clute, 1990); California Code of Regulations Title 23, Division 2, Chapter 2.7; AB 2717 (Laird, 2004); AB 1881 (Laird, 2006); Government Code 65595(c)(1) (2007); Executive Order NO. B-29-15 (2015); Senate Bill 1383 (Lara, 2016); and 14 CCR section 18989.2 (2020). Although the State's MWELo applies to the County by default, pursuant to 14 CCR section 18989.2 the County is required to adopt an ordinance involving compliance with MWELo California Code of Regulations Title 23, Division 2, Chapter 2.7 sections 492.6(a)(3)(B), (C), (D), and (G) as amended on September 2015. The County began annual reporting in 2015. In 2022 the County began researching the requirements of MWELo and in 2023 began reviewing landscape applications under the State's MWELo requirements. Also, in 2023 the County began drafting a local Water Landscape Efficient Ordinance (WELo) that incorporates the State's MWELo but provides additional provisions for enforcement and penalties making the County's WELo more restrictive than the State's MWELo. A county ordinance has not been adopted, but planning staff is implementing state requirements, however.

Senate Bill 9

Senate Bill 9 (SB9) Two-Unit Development and Urban Lot Split

SB9 was signed by Governor Newsom on September 16, 2021, and became effective January 1, 2022 requiring ministerial approval of two-unit developments and urban lot splits within specific single-family residential zones if certain requirements are met. In 2022 the County began reviewing the requirements of SB9 and identifying the single-family residential zoned areas in which SB9 can apply pursuant to the 2020 U.S. Census determined urbanized area within Inyo County. The County then began drafting two separate ordinances to meet the requirements of SB9. One draft ordinance is for applications associated with two-unit developments meeting the SB9 requirements and will be incorporated into the County's zoning ordinance under Title 18. The second draft ordinance is for applications associated with urban lot splits meeting the SB9 requirements and will be incorporated into Title 17 – Subdivisions of the County Code. Both draft ordinances were presented to the Planning Commission in March 2024, and a recommendation for approval was received the ordinance. It was then scheduled and approved by the Board of Supervisors in May 2024. The county has yet to receive an application for a Two-Unit Development or an Urban Lot Split.

Environmental Justice Element

The County began preliminary work on the proposed Environment Justice Element of the General Plan in 2022 to meet the requirements set out by the Department of Housing and Community Development when certifying the County's sixth cycle of the Housing Element Update. A draft was finalized in the Fall of 2023. The Bishop Paiute Tribe through consultation, had comments regarding it. Staff met with the Tribe and incorporated their comments into the Environmental Justice Element Draft. It was presented to Planning Commission in January 2026 and approved by the Board of Supervisors in early March 2026.

Residential Design Standards for Infill REAP 2.0 Grant.

Staff applied for and were awarded a REAP 2.0 grant to review the County's residential design standards that may be operating as government constraints to housing. This project will look at current required densities, setbacks, parking and height requirements and evaluate where changes can be made to better facilitate housing opportunities. This project will kick-off in early 2025 and is part of the implementation strategies from the Housing Element Update. The project is at the approval stage and staff expects it to be adopted by the end of 2026.

2021 Housing Element Update

The County's General Plan Housing Element was due for an update in 2021. The County began preliminary work on the update during the fall of 2020. This included securing a Local Early Action Planning (LEAP) grant from the State. The County expended a tremendous amount of time and effort in updating its Housing Element to meet all of the new requirements. With virtually no help, or guidance from HCD (besides references to statutes), the County addressed the new legislation and struggled through the required new Affirmatively Furthering Fair Housing (AFFH) section. Once substantive comments and edits were received from HCD the Update was completed and approved in August 2022. When two RHNA sites that were identified in the Housing Element were not approved for zone changes, planning staff had to find new parcels and revise the adopted Housing Element. This was completed, re-adopted and finally recertified by the state in October 2023. Staff continues to review and make changes in the County General Plan and Zoning Code

to implement the Housing Element polices.

Zoning Code/General Plan Update Housing Element

Once the Housing Element Update was completed, updates to County's Zoning Code were made to begin implementing the changes set forth in the General Plan Update. This included adding multi-family housing as a by right use in the County's Central Business Zone and eliminating the requirement for a Conditional Use Permit for multi-family housing with over 15-units. Staff continues to work on zoning code updates related to the Housing Element Update including SB2 and Density Bonus ordinances.

Senate Bill 2 (SB-2) Planning Grant for Affordable Housing

SB2 was adopted by the State Legislature in 2017 to provide a permanent source of funding to help local jurisdictions provide affordable housing. In 2019, funding was directed at planning assistance that helps to achieve affordable housing goals. The grant funding was allocated by an "over the counter" non-competitive means to all eligible jurisdictions in the State. The county submitted an application for this funding. Since Inyo County is considered a 'small county' with regard to the SB2 funding allocations, the award was \$160,000. The County secured the SB2 grant and a contractor and began working on the project in fall 2020. The contractor and County identified parcels in the County that may be appropriate for re-designating for higher density residential use and the Draft Ad Min EIR was prepared and went through a 45-day review and comment period. This project went to the Planning Commission for a hearing in March 2023. The Planning Commission did not provide a recommendation to the Board. The item went to Board of Supervisor's for a hearing in May 2023 and was not adopted as presented by staff.

Short-term Rentals

In 2006 the County determined that short-term vacation rentals are not permitted within the Residential Zoning Districts. The County began to investigate if this decision should be revisited, and if so, how it might proceed. During 2016, the Board conducted several workshops, and directed staff to begin public outreach. Public workshops were conducted in 2017 and Draft regulations were prepared. In February 2018 an ordinance was approved by the Board of Supervisors allowing for the short term rental of residential properties with proper permitting. The County began approving permits for short term rentals in April 2018. During 2019 staff reviewed the successes and issues related to short-term rental permitting. The results of this review were presented to the Board of Supervisors, along with suggestions to update the short-term rental ordinance at 3 workshops. Based on public input and recommendations from the Board, updates to the short-term rental ordinance were prepared by staff and subsequently adopted by the Board. These changes included removing the availability of non-hosted short-term rental permits. Currently the short-term rental ordinance is being reviewed again for possible changes. In late 2022, the Board of Supervisors put a moratorium on short-term rentals in the County. This was extended twice to end in November 2024. A new ordinance was presented to the Board in Spring 2024 and was adopted. With or without these changes there has been a significant decline in the number of short-term rental applications.

Cannabis

In 2016, California voters enacted Proposition 64, which permits and regulates recreational use of marijuana in California. Several statutes to regulate medical marijuana were passed in the 2015

legislative session – Assembly Bill (AB) 266 (Bonta, 2015), AB 243 (Wood, 2015), and Senate Bill (SB) 643 (McGuire, 2015) – becoming effective January 1, 2016. The County also included Advisory Ballot Measures G, H, and I in the 2016 election: Measure G inquired whether the voters support medical commercial cannabis businesses, H inquired whether the voters support recreational cannabis businesses, and I was for a tax on cannabis businesses. All three measures were decided in favor cannabis businesses and taxation. The County continues to monitor implementation of the legislation. The County worked throughout 2017 on cannabis regulations and adopted them in January 2018. In December 2018 the first Cannabis Business Licenses were awarded in Inyo County and subsequent CUPs began being processed in 2019 and have continued through 2025.

Dark Skies – Lighting

In the 2002 update of the County’s General Plan a policy relating to lighting was include, under the Conservation and Open Space Element - Visual Resources 1.6 Control of Light and Glare. It states: *The County shall require that all outdoor light fixtures including street lighting, externally illuminated signs, advertising displays, and billboards use low-energy, shielded light fixtures which direct light downward (i.e., lighting shall not emit higher than a horizontal level) and which are fully shielded. Where public safety would not be compromised, the County shall encourage the use of low-pressure sodium lighting for all outdoor light fixtures.* This policy was never implemented through the zoning code as language was never included in the County’s zoning code for it. Due to interest from the community and members of the Board of Supervisors, County staff began a process to evaluate a possible lighting ordinance for the County. Three public outreach meetings and two Board workshops were held on the subject in 2018. The project continued into 2020, but with minimal attention due to Covid and lack of staff. This project was picked back up in 2021 and a Draft Ordinance has been completed. A recommendation from the Planning Commission was obtained and the Board approved it in April 2022. This program continued to be implemented and monitored during 2025.

Community Plans for Charleston View/Tecopa

Based on interest from local residents, the County embarked on preparation of Community Plans for Tecopa and Charleston View in Southeast Inyo County in 2015. Public meetings were conducted in both Charleston View and Tecopa in 2016 to kick-off the project and vision the Plan. In addition, background reports were developed for each planning area. Work continued on the plans in 2017 with visioning work. In December 2018 Draft Community Plans were presented to the communities of Charleston View and Tecopa. The Plans were well received with a few suggestions for minor changes. The County continued to try to identify and pursue grants for environmental analysis and implementation of the Plans during 2025.

Olancha Cartago Corridor Study – The County was awarded a Caltrans Sustainable Communities Grant to study a section of U.S. 395 that is currently planned to be bypassed as part of the Caltrans US 395 Olancha-Cartago four lane project. The Olancha Bypass Corridor Study (OBCS) will include both 1) a portion of US 395 from the current intersection of SR 190 northward to just past Cartago that is proposed to be relinquished to the County and 2) the portion of US 395 from the current intersection with SR 190 south to the southern end of the bypass that will become part of SR 190. Work began on the study in 2018 that included the first public outreach meeting. This project continued through and was completed in 2019. The county has continued to research grants

and various programs to implement the opportunities identified in the Study.

West-wide Energy Corridors

This project, approved in 2009, involves numerous federal agencies led by the BLM. Pursuant to a settlement agreement, the federal agencies are conducting reviews of the approved corridors. In 2016, a Corridor Study and regional reviews were released. The County provided input regarding the Region 1 Review and continues to monitor the program. In 2019, the Region 5 Review took place. The county provided numerous comments on Region 5 as it spans the length of Inyo County along the I-395 corridor. The Region 5 review continued into 2020 and the County participated in stakeholder meetings and providing comments. At the end of 2020 the Draft Report was released. The County prepared draft comments and sent them to the Agencies in early 2021. The County has continued to monitor and comment on the Plan throughout 2025 as it is currently being updated.

Haiwee Geothermal Leasing Area (HGLA)

A DEIS for the HGLA was submitted by the BLM for comments beginning in 2009 (Notice of Intent) through 2012 (DEIS). It evaluated five alternatives to address the potential environmental impacts of opening approximately 22,805-acres of BLM managed federal mineral estate for geothermal energy exploration and development and leasing and for three individual leasing proposals covering approximately 4,460-acres of federal mineral estate for geothermal energy testing and development. A supplement to the DEIS and proposed amendment to the CDCA Plan, was released in 2019. It was prepared primarily to update both documents to be consistent with changes to landuse designations and resource management strategies based on the Desert Renewable Energy Conservation Plan (DRECP). The total area under review (22,805-acres) and proposed leases (4,460-acres) are exactly the same as what was previously evaluated. The County reviewed the supplemental document with regard to comments it sent in 2009 and 2012 and sent additional comments in 2019. The County continued to monitor possible implementation of the DEIS in 2025.

Owens Valley and Haiwee Pump-back Storage Projects

During 2019, Premium Energy Holding LLC applied to the Federal Energy Regulatory Commission (FERC) for preliminary permits to study hydro-electric pump back storage projects for the North Owens Valley, and Haiwee dam areas. A preliminary permit is issued for up to four years. It does not authorize construction, but it maintains priority of an application for license while the applicant studies the site and prepares to apply for a license. The applicant is required to submit periodic reports on the status of its studies. The preliminary permit it is not necessary to apply for or receive a license. Many comments have been submitted regarding these applications. The Owens Valley proposal does not appear to be moving forward and Haiwee is. The County continued to monitor this proposal in 2020, 2021, 2022, 2023, 2024, 2025 and will continue to do so in 2026 and provide comments at each opportunity.

Mining

Pursuant to the Surface Mining and Land Reclamation Act (SMARA), the County continued its oversight activities to encourage production and conservation of mineral resources while minimizing associated environmental impacts. Staff has continued to amend County policy as the impacts of changes to SMARA that were approved by the California Legislature and Governor in 2016 are continuing to be implemented. Staff is responsible for the inspection and administration

of reclamation policy for approximately 79 SMARA mines. Staff has noted a continuation from last year of a general increase in activity at many of the County's local surface mines during 2019. The increase in mining activities in 2019 and 2020 continued into 2021 through 2025. Also, during 2025, more of the mines that were behind in fee payments were brought into compliance.

Brownfields Grant

In 2011 Inyo County entered into a Memorandum of Understanding (MOU) with Nye, Esmeralda, Lincoln, and White Pine counties of Nevada for the Environmental Protection Agency Brownfields Coalition Assessment Grant to conduct environmental site assessments and area-wide planning in support of renewable energy, transmission, and economic development in the vicinity of identified Brownfields sites. A subsequent grant was obtained, and the Coalition was expanded to include Esmeralda County. In 2018 the Duckwater Shoshone Tribe joined the Coalition. The County continued to participate in the Coalition during 2018. A site that was reviewed under a Brownfield grant funded Phase I environmental assessment in 2016 and a Phase II environmental assessment in 2017 was able to be successfully developed into a Grocery Outlet store with plans for the remainder of the property to be developed into the Inyo County consolidated office building. Also in 2018, a revolving loan and fund grant, applied for in 2017, was awarded to the coalition. The coalition completed updates to its website and to the Area Wide Plan. The county continued to participate in the Brownfields program during 2025.

Yucca Mountain Repository Assessment Office

Funding for development of the Yucca Mountain Repository was terminated by the Obama Administration, consequently eliminating the funding to all Affected Units of Local Government. Staff continues to monitor litigation and other activities. In 2016, the County reviewed and provided input regarding the Final Supplemental EIS for groundwater, which largely responded to the County's previous input. The County has continued through 2024 to support groundwater monitoring in its southeast area to provide data for the project and monitor the Yucca Mountain program. Staff also moved the Yucca Mountain office out of the Water Department modular and into the vacant building at the Independence maintenance yard that is shared with code enforcement.

Desert Renewable Energy Conservation Plan (DRECP)

The DRECP covers the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. The County has been participating in the project since the late 2000s, which was to have been a General Conservation Plan/Natural Communities Conservation Plan. In 2014, a phased approach was taken to the DRECP whereby the Bureau of Land Management's (BLM) Proposed Land Use Plan Amendment was separated out from the NCCP component. The Final EIS and Proposed Decision were released in late 2015, which the County protested. The County approved a Programmatic Agreement regarding cultural resources related to the Plan in early 2016, and reviewed BLM's recirculation of the Areas of Environmental Concern from the draft DRECP. The Record of Decision was issued later in 2016, which dismissed the County's protest and implemented the BLM's DRECP components. In early 2017 the BLM published a Segregation Notice for mineral entry on California Desert National Conservation Land. The County provided

comments on this action and continues to monitor DRECP activities. In February 2018 a Presidential Executive Order was noticed in the Federal Register instructing the BLM to begin a scoping process for possible amendments to the DRECP. The notice specifically requested comments on how land designations identified in the DRECP might affect the ability to develop solar, wind or other renewable energy resources. The County evaluated and provided comments to the BLM regarding this request. The county continued to monitor DRECP activities through 2024 including a new landscape model, by the BLM that is focused on Tribal concerns.

Tribal Consultation Policy

In response to input from the Big Pine Tribe, the County developed a draft Tribal Consultation Policy to guide its consultation efforts under Senate Bill 18 (Burton, 2004) and Assembly Bill 52 (Gatto, 2014). The County shared the draft Policy with local Tribes and conducted multiple workshops in 2015 and 2016. The County approved the Policy in late 2016, and invited the Tribes to consult regarding development of Tribe-specific agreements. The County continues to work with the Tribes on establishing good communications and possible Tribal-specific agreements.

Coso Hay Ranch Water Export Project

The County approved a project in 2009 that pumps water from the Hay Ranch in the Rose Valley to the Coso Geothermal plants at China Lake Air Weapons Naval Station. The County continued to monitor pumping activities in 2025.

North Sierra Highway Corridor/Specific Plan

In 2015, Caltrans selected the County and the City of Bishop for a grant to prepare a Corridor Plan for North Sierra Highway (generally between the Tri-County Fairgrounds and the Bishop Paiute Palace on the north side of Bishop) in 2015. The County, City of Bishop, and the Bishop Paiute Tribe worked with other interested parties in the Corridor to expand the scope of work to a Specific Plan, and the Eastern Sierra Transit Authority pledged to provide financial support to assist doing so. In 2016, the County and its partners selected a consultant to assist in the planning process and convened an Advisory Committee to assist with coordination between the many participating agencies. Preliminary outreach commenced, existing conditions were assessed, and a visioning was initiated. A Charrette was conducted to brainstorm ideas for the Plan, and a draft Plan is anticipated in 2017. The Corridor Plan was completed in 2017. The specific plan has not been completed and staff will continue to look for grants to fund its completion. During 2022 the plan was consulted with to help Cal Trans with the Meadow Farms ADA project as the project area is within the North Sierra Highway Plan area. The county continues to monitor and help Cal Trans implement the ADA project.

Zoning Code/General Plan Update

The County adopted a comprehensive General Plan update in 2001. One of the follow-up actions directed in the 2001 General Plan was to update the Zoning Code, which is a component of the Inyo County Code. Staff worked with Wildan in 2011 to prepare updated Zoning Code sections and incorporated the Planning Commission's and Board of Supervisors' input into a comprehensive Zoning Code update and prepared a related General Plan update. Staff received direction from the Board regarding several issues related to the update in 2014, including code enforcement, Digital 395, and special event permits. Environmental review is still waiting for a funding source.

Endangered Species Coordination

The County has been monitoring the US Fish and Wildlife Service's and the California Fish and Wildlife's endangered species listing work program. Most recently this included proposals for listing of the Western Joshua Tree, which also received special protections from state legislation and the Western Burrowing Owl that has recently been nominated for special protection.

Eastern Sierra Small Business Resource Center (BRC)

The County of Inyo officially opened the doors of the BRC in December, 2024. In the first year of operation, the BRC provided technical assistance to more than 75 unique businesses and entrepreneurs; hosted 26 workshops, helped launch 2 new businesses, and partnered with 26 local agencies, chambers of commerce, educational institutions and nonprofits to support the region's businesses. The County, in partnership with the Eastern Sierra Council of Governments (ESCOG), was successfully awarded more than \$200,000 to support the first 18 months of programming for the Eastern Sierra Small Business Resource Center (in addition to the \$805,000 in facilities funding previously acquired by the County), which will continue to support programs through September, 2026. The next frontier for the BRC is the refinement of a financial sustainability plan to carry the organization into the future.

Lone Pine Housing Efforts

The County of Inyo successfully purchased .5 acres of land in Lone Pine, California, for the purpose of incentivizing the development of housing. The land was declared surplus in 2024 and the County has partnered with a brokerage firm to find a buyer and developer. The County is currently in the process of negotiating with two parties interested in developing the property.

Permanent Local Housing Allocation (PLHA)

Inyo County received an award of \$490,685 through the Permanent Local Housing Allocation to launch a low-interest loan program. However, the 5% program administration cap has prevented the successful launch of the program. The County is now considering a direct investment in an affordable housing development for these funds. Underfunding the administration of housing projects continues to be a primary barrier to Inyo County's participation in HCD funded programs.

Economic Development

In 2024, Inyo County completed a Comprehensive Economic Development Strategy (CEDS) to guide long-term economic growth and resilience. In 2025, the County took a leadership role on the governing council of the Sierra Jobs First Region as part of California's statewide Jobs First Initiative, supporting regional workforce and economic development priorities in line with the region's CEDS. Late in 2025, Inyo County, in collaboration with Mono County and Alpine County, launched the Eastern Sierra Region Sustainable Recreation Strategy, which aims to enhance outdoor recreation opportunities and regional economic development while promoting environmental stewardship and sustainable tourism.

Regional Housing Strategy and Action Plan

Inyo County has partnered with the Eastern Sierra Council of Governments (ESCOG), Mono County, the Town of Mammoth Lakes, and the City of Bishop to launch a Regional Housing Strategy and Action Plan. This collaborative initiative addresses workforce housing shortages

through comprehensive data analysis, stakeholder engagement, and targeted strategies to meet the region’s housing needs. Led by ESCOG with support from local jurisdictions and consultants (BAE), the project includes public workshops, resident and workforce surveys, and in-depth data collection covering the entire Eastern Sierra region. Initial data analysis and workshops began in 2025, with draft action plans and final reports anticipated in early 2026. The strategy focuses on affordable, workforce, and seasonal housing solutions, and emphasizes public participation through surveys, focus groups, and workshops.

2025 Regional Transportation Improvement Strategy and Action Plan

The Regional Transportation Improvement Program (RTIP) is a fiscally constrained, five-year program of highway, local road, transit, and active transportation projects proposed for funding with State and Federal revenues allocated by the California Transportation Commission (CTC) through the State Transportation Improvement Program (STIP). The RTIP is developed biennially by the Inyo County Local Transportation Commission (ICLTC) in coordination with Caltrans and local jurisdictions and is drawn from the region’s adopted Regional Transportation Plan (RTP). For several years, Inyo County maintained a negative STIP share balance due to long-term commitments to interregional safety improvements along the U.S. 395 corridor.

The 2025 RTIP was adopted by the ICLTC on November 19, 2025, and submitted to the CTC on December 15, 2025. This cycle programs funding three high-priority regional projects:

1. State Line Road Reconstruction Project – Continues programming of a FLAP grant match (approximately \$1.587 million) to reconstruct approximately 5.2 miles of State Line Road between Death Valley Junction and the Nevada state line, improving pavement condition, safety, drainage, and multimodal access along a critical interregional corridor serving Death Valley National Park.
2. Connecting Tecopa Bicycle and Pedestrian Safety Corridor (ATP Match) – Leverages approximately \$2.075 million in RIP funds to complement Cycle 7 Active Transportation Program grant funding for construction of a 2.9-mile multimodal pathway linking the disadvantaged communities of Tecopa and Tecopa Hot Springs.
3. East Line Street Bridge Reconstruction Project – Programs approximately \$2.415 million to replace a functionally obsolete bridge near Bishop with a seismically compliant, complete-streets facility that improves pedestrian, bicycle, and vehicular access to the region’s only commercial airport.

The 2025 RTIP also includes funding for Planning, Programming, and Monitoring (PPM) to support ongoing coordination with Caltrans District 9, project delivery, performance reporting, and development of future shovel-ready projects.

The statewide STIP, incorporating all regional RTIPs, is scheduled for adoption by the California Transportation Commission in March 2026, following regional and interregional hearings conducted in early 2026.

Stateline Road Rehabilitation – Federal Lands Access Program (FLAP)

This approximately \$22 million project was approved by the Federal Highway Administration on December 14, 2022. The project will rehabilitate and widen State Line Road from Death Valley

Junction to the California/Nevada state line. Improvements include widening the roadway to 28 feet, with 12-foot travel lanes and two 2-foot paved shoulders, along with updated signage, striping, and safety features. The County, in partnership with the Federal Highway Administration, is completing environmental review under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). State Line Road experiences heavy traffic volumes and serves as a primary access route to Death Valley National Park, Ash Meadows National Wildlife Refuge, and Bureau of Land Management lands. This project connects to a complementary FLAP-funded project on Bell Vista Road in Nevada, which is anticipated to enter construction in 2025. State Line Road construction funding remains preliminarily programmed for fiscal year 2028.

Regional Transportation Plan (RTP)

The Regional Transportation Plan (RTP) is a fiscally constrained, long-range transportation planning document that establishes project eligibility for future programming in the Regional Transportation Improvement Program. The RTP covers a 20-year planning horizon and must be updated every four years.

The ICLTC adopted the current RTP in November 2023 and approved Amendment No. 1 on December 15, 2025, updating the RTP project lists environmental document. The amendment reflects revisions to funded, programmed, and long-term regional roadway, bridge, active transportation, and airport capital improvement projects to ensure continued consistency with regional priorities, funding availability, and project delivery schedules.

Development and amendment of the RTP require extensive local and regional coordination. Any road construction or major transportation infrastructure projects beyond routine maintenance anticipated within the next four years are required to be included in this document. The amended RTP continues to guide eligibility for STIP, FLAP, HSIP, BUILD, ATP, RMRA, STPG and other state and federal funding programs.

Inyo County Active Transportation Plan (ATP)

Inyo County, with consultant support, developed an Active Transportation Plan (ATP) that integrates bicycle, pedestrian, recreation trails, and Safe Routes to School elements. The original ATP was approved by the ICLTC in April 2016 and was formally updated in February 2024.

The ATP includes:

1. Bicycle Element – Updates to the Inyo County Collaborative Bikeways Plan.
2. Pedestrian Element – Documentation of existing facilities, collision history, pedestrian demand estimates, prioritized project lists, and funding strategies.
3. Recreation Trails Element – Identification of deficiencies in motorized and non-motorized trail networks, project prioritization, and user demand estimates.
4. Safe Routes to School Element – Development and updates of Safe Routes to School maps for all school areas in Inyo County, including schools within the City of Bishop.

An adopted ATP is a requirement for eligibility for state ATP grant funding. In June 2024, the ICLTC successfully applied to the Cycle 7 ATP grant program and was awarded approximately

\$7.6 million to develop a 2.9-mile active transportation corridor between the communities of Tecopa and Tecopa Hot Springs. The project will construct a shared-use path between the two communities and add sidewalks and bicycle facilities within the community cores. The Tecopa area is classified as disadvantaged by income and is located within a census tract with a Healthy Place Index score significantly below the Inyo County average. Project completion is anticipated in fiscal years 2028–2029.

Local Road Safety Plan (LRSP)

The Local Road Safety Plan (LRSP) provides a framework for identifying, analyzing, and prioritizing roadway safety improvements on local and rural roads. The ICLTC prepared the LRSP in 2022 with assistance from LSC Transportation Consultants, Inc. Highway Safety Improvement Program (HSIP) funding requires an adopted LRSP as a prerequisite. The 2022 LRSP identified several corridors with higher-than-average crash rates, including Trona–Wildrose Road in the Slate Range, Old Spanish Trail Highway over Emigrant Pass, and East Line Street.

Highway Safety Improvement Program (HSIP)

HSIP funds are awarded based on crash experience, crash potential, and data-supported safety needs.

- 2020 HSIP Grant: Fog-line and centerline striping at various locations throughout southern Inyo County (completed).
- 2021 HSIP Grant: Replacement of the Onion Valley Road guardrail (completed July 2024).
- 2023 HSIP Grant: Safety improvements on Old Spanish Trail Highway over Emigrant Pass, including flashing beacons, curve warning signage, and high-friction surface treatment. This corridor has an elevated crash rate. Construction is anticipated in 2027.
- 2025 HSIP Cycle 12 Award: In February 2025, the ICLTC was awarded HSIP Cycle 12 funding for safety improvements on Trona–Wildrose Road (State Pass Area). The project will install enhanced signage and a High Friction Surface Treatment (HFST) to address elevated crash risk identified in the Local Road Safety Plan. The total project cost is \$518,200, with \$466,380 in HSIP funds awarded. Preliminary Engineering must be allocated by December 31, 2025, and Construction must be allocated by March 31, 2028.

Planning Grants

Planning grant objectives in 2025 focused on advancing safety, resilience, and sustainability priorities through targeted federal and state funding programs. The ICLTC, in coordination with Inyo County Public Works, Caltrans District 9, and local partners, continued to develop and manage grant-funded initiatives that support multimodal safety, emergency preparedness, and climate resilience.

Safe Streets for All (SS4A) Grant

In 2025, Inyo County was awarded a Safe Streets for All (SS4A) grant through the U.S. Department of Transportation to advance a countywide, data-driven approach to reducing serious injuries and fatalities on local and rural roadways. The grant supports the development and implementation of a comprehensive safety action framework that builds upon the County's

adopted Local Road Safety Plan (LRSP).

Key elements of the SS4A project include:

- Systemic safety analysis using crash data, roadway characteristics, and equity indicators to identify high-risk corridors and communities.
- Development of prioritized, low-cost and capital safety countermeasures, including enhanced signage, high-visibility crosswalks, speed management strategies, and roadway departure mitigation.
- Public and stakeholder engagement focused on rural and disadvantaged communities to ensure safety investments reflect local needs and conditions.
- Integration of SS4A findings into future RTP, RTIP, HSIP, and ATP programming to strengthen competitiveness for subsequent funding cycles.

Project development and coordination activities were initiated in 2025, with continued analysis, community outreach, and implementation planning scheduled to continue through 2026.

Electric Vehicle (EV) Charging Infrastructure

The Caltrans funded Sustainable Transportation Planning Grant (STPG) funded in 2024, advances the County's strategy to expand electric vehicle charging infrastructure in support of statewide climate goals, rural mobility, and visitor access along key regional and interregional corridors. In 2025, Inyo County continued coordination with Caltrans, utility providers, and regional partners to identify priority locations for Level 2 and DC fast-charging facilities in community centers and along major travel routes, including U.S. 395, and at County run facilities. The effort continues into 2026, and will analyze the County's infrastructure and fleets for a future fleet transition to ZEV.

Planning activities focused on:

- Site feasibility assessments, including power availability, right-of-way constraints, and proximity to services and destinations.
- Alignment with the California Energy Commission's Clean Transportation Program and federal National Electric Vehicle Infrastructure (NEVI) funding requirements.
- Integration of EV charging priorities into local planning documents and capital improvement programs to position the County for future grant solicitations.

These efforts aim to improve access to zero-emission vehicle infrastructure for residents, freight, and the region's significant visitor and tourism traffic while supporting long-term emissions reduction and economic development.

Evacuation Route Resilience Plan

In 2025, the Inyo County LTC was awarded a second STPG grant in response to increasing wildfire risk, extreme weather events, and climate-driven infrastructure vulnerabilities, the County advanced grant planning for the development of an Evacuation Route Resilience Plan. The plan is intended to evaluate and prioritize critical

transportation corridors that serve as primary evacuation and emergency access routes for rural and isolated communities.

Grant-supported planning activities include:

- Identification and mapping of critical evacuation routes, bridges, and roadway segments vulnerable to wildfire, flooding, landslides, and snow-related closures.
- Assessment of structural, geomorphic, and operational risks that could impair emergency response and community access.
- Development of a prioritized list of capital and operational improvements, such as slope stabilization, drainage enhancements, bridge retrofits, and real-time traveler information systems.
- Coordination with emergency management agencies, Cal Fire, law enforcement, tribal governments, and regional partners to align transportation investments with broader hazard mitigation and emergency response strategies.

The Evacuation Route Resilience Plan will inform future RTP, RTIP, and grant applications, strengthening the County's ability to compete for state and federal resilience, safety, and climate adaptation funding.

Water Meter Replacement Grant

Inyo County Public Works Water Systems accepted a grant from the Eastern California Water Association. The project will replace existing meters with automatic electronic read meters and allow County staff to ensure that all service connections are metered. This effort will provide for the accurate measurement of individual water usage and ultimately a better understanding of the communities' gross water demands which will assist with water conservation strategies and mitigating overage charges from LADWP. Installation begins in February 2026.

Lone Pine Water Main and Lateral Replacement Project

This project will replace aging water infrastructure within the footprint of the Lone Pine Town Streets paving project, which is scheduled for 2028. Design work begins in March 2026, pending award of a planning grant from the State Water Resources Control Board, and construction is anticipated in the summer of 2027.

Walker Creek Bridge

This project was federally funded by the Highway Bridge Program. The goal of this project was to replace the existing single lane bridge over the Los Angeles Aqueduct. This project was completed in the summer of 2025.

Lone Pine Town Streets

This project will reconstruct approximately 80% of the County roads in Lone Pine. Construction anticipated by 2028/2029. This project is STIP funded and is a part of Kern County's RTIP.

Carrol Creek Bridge

This project is federally funded by the Highway Bridge Program. Construction funding will be

available in 2026.

Connecting Tecopa Bike/Multi-Use Path

This project is federally funded by the Active Transportation Program with a STIP leveraging match. The project will install a 2.9-mile multi-use path between Tecopa and Tecopa Hot Springs. The design phase will begin in the Spring of 2026.

Diaz Lake Playground Project

This project was funded by the Clean California grant program. It involved the installation of a new playground, shade structures, walking path, and dog park. Construction was completed in late 2025.

Inyo/Los Angeles Long Term Water Agreement

The Inyo/Los Angeles Long Term Water Agreement (LTWA) is settlement to CEQA litigation between the County and Los Angeles concerning the operation of Los Angeles's second aqueduct. The Agreement requires Los Angeles to manage surface water and groundwater so as to avoid any significant adverse impacts that cannot be acceptably mitigated and to provide a reliable supply of water for Inyo and Los Angeles. Activities conducted by the County and Los Angeles include annual planning of water management activities, implementation and monitoring of mitigation projects, monitoring of habitat and hydrologic conditions, and evaluation of current conditions relative to the Agreement's goals. Specific activities undertaken in 2025 included continued monitoring of vegetation and hydrologic conditions, monitoring of mitigation projects, and a continuation of the implementation of interim plans for management of the Blackrock Waterfowl Management Area and the Delta Habitat Area. Inyo County Water Department fulfilled all of its requirements under the LTWA.

Mitigation Projects

The Inyo County Water Department (ICWD) oversees and tracks the implementation of environmental mitigation projects associated with LADWP's groundwater pumping in the Owens Valley, as established in the 1991 Environmental Impact Report, the 1997 Memorandum of Understanding (MOU), and subsequent actions approved by the Inyo/LADWP Technical Group. ICWD works with LADWP and the MOU parties to ensure projects are implemented as intended and that mitigation goals are met; where performance falls short, ICWD helps guide corrective actions or project modifications. A complete list of mitigation projects and their current status is maintained on ICWD's mitigation webpage at www.inyowater.org/mitigation.

To improve transparency and public access, ICWD developed an interactive, online mitigation map in 2022 that displays the full portfolio of Owens Valley mitigation projects tied to the Long Term Water Agreement and related actions. The map allows users to explore project locations, view site photos, filter by project type or status, and access background information and supporting documents. This tool complements the Mitigation Status Table and provides an accessible overview of mitigation efforts across the Owens Valley. The map can be found here: https://experience.arcgis.com/experience/44b652a16c4b443b9b4a2e7dc3fcbb91/?data_id=dataSource_1-17d49adeefc-layer-4%3A3&draft=true&org=inyocounty.

Recent mitigation work has focused on evaluating long-term project performance, particularly revegetation efforts. In 2023, LADWP notified the County that several revegetation

projects identified in the 1991 EIR had met plant cover and species composition targets; however, ICWD raised concerns that long-term plant sustainability—required under the 1999 Revegetation Plan—had not been adequately evaluated. Similar concerns have been raised regarding irrigated Type-E Transfer revegetation sites in Laws where the CEQA mitigation plan was not followed, and where irrigation has now ceased. Alongside issues related to unfinished revegetation projects, ICWD is investigating possible methods to salvage the Five Bridges restoration project that has languished unfinished for nearly 40 years; evaluating improvements to water reliability at the McNally Ponds and Native Pasture Project; and conducting new studies to assess the condition and effectiveness of spring, seep, and riparian mitigation sites. Together, these efforts support adaptive management and ensure mitigation projects continue to meet their intended ecological goals over time. ICWD and LADWP continue to work through these issues with input from parties to the MOU, including CA Department of Fish and Wildlife, Owens Valley Committee, Sierra Club, and CA State Lands Commission.

Lower Owens River Project (LORP)

The Lower Owens River Project (LORP) is a compensatory mitigation program established under the Long Term Water Agreement with the Los Angeles Department of Water and Power (LADWP) to offset groundwater pumping impacts that cannot be mitigated directly. Since rewatering of the 62-mile river reach began in 2006, the project has resulted in extensive greening of the river floodplain and the establishment of riparian and wetland habitats across the approximately 58,000-acre project footprint. While the LORP has made meaningful progress toward its goals, evaluations show mixed results in achieving a fully functioning riverine–riparian ecosystem and associated habitat objectives, as documented in the 2024 LORP Annual Report (<https://inyowater.org/projects/lorp/>).

Adaptive management remains central to LORP implementation. Monitoring has shown that riparian woodland recruitment has fallen far short of original predictions, and some avian indicator species dependent on canopy forests remain absent. In response, ICWD initiated a multi-year tree recruitment study to better understand recruitment patterns and inform future management actions. Also interfering with project goals is the dense growth of emergent vegetation: cattails and bulrush have greatly reduced open water habitat, limited recreational access, encroached on pasture, and filled in waterfowl ponds. ICWD, LADWP, and the MOU parties continue to evaluate strategies to manage emergent vegetation while balancing habitat, water quality, and land use objectives.

Recent extreme runoff and flooding in 2023 created several management challenges; however, sustained high flows appear to have flushed much of the accumulated organic material from the river, reducing the likelihood of the low dissolved oxygen conditions that contributed to fish kills in past years. ICWD is also monitoring for the likely expansion of invasive plants such as perennial pepperweed and saltcedar following high-flow events and is coordinating with the Inyo/Mono Agricultural Department on control efforts.

Owens River Water Trail

The Owens River Water Trail (ORWT) will establish California’s first designated water trail on a river, creating safe, sustainable public access to a 6.1-mile reach of the Lower Owens River near Lone Pine. The project will provide durable, ADA-compliant facilities for launching and landing non-motorized watercraft such as kayaks, canoes, and stand-up paddleboards, expanding the range of recreation opportunities available in the Owens Valley. Planned improvements include a stabilized launch and take-out, a small access road and staging pad, a prefabricated restroom and

changing structure, shaded interpretive signage, and animal-resistant trash receptacles. Since the Lower Owens River was rewatered in 2006, public use of the corridor has steadily increased, but access remains informal and poorly defined. The ORWT addresses this gap by concentrating use at a carefully selected location, improving safety for paddlers and anglers while protecting riparian habitat. Designed to serve users of all skill levels, including people with mobility limitations, the project advances County goals for equitable outdoor access, stewardship of restored resources, and sustainable recreation development.

Project implementation is underway. Design and engineering of the Water Trail access points, including the launch and take-out, are currently in progress, and the County has been awarded \$500,000 from the California Natural Resources Agency to support in-channel vegetation clearing needed to open the route. To complete the full buildout of public access facilities, the County is actively pursuing additional funding through the California Department of Fish and Wildlife, the Sierra Nevada Conservancy, and the California Department of Parks and Recreation, Division of Boating and Waterways.

Sustainable Groundwater Management for the Owens Valley (SGMA)

The Sustainable Groundwater Management Act of 2014 (SGMA) requires that local Groundwater Sustainability Agencies (GSA) manage groundwater basins in California. The Owens Valley Groundwater Basin is managed by three GSAs: Owens Valley Groundwater Authority (OVGA), Mono County, and Tri-Valley Groundwater Management District. ICWD serves as staff to the OVGA and implements the Groundwater Sustainability Plan for the Inyo County portion of the basin. In addition to regular reporting, the Water Department conducts a well registration program and a review process for all new well permit applications in the Owens Valley. In addition, Water Department staff is acting in a project management capacity for a groundwater model project in the Tri-Valley portion of the basin.

Inyo-Mono Integrated Regional Water Management Program (IRWMP)

The mission of the Inyo Mono Regional Water Management Group (RWMG) is to “To research, identify, prioritize, and act on regional water issues, and related social and economic issues, so as to protect and enhance our environment and economy.” The ICWD participates in this collaborative body made up of public, private, and not-for-profit entities. To date, the Inyo-Mono IRWM Program has raised more than \$7.75 million to support water infrastructure and ecosystem stewardship projects, provide technical assistance and project development services to small water systems, and engage disadvantaged communities throughout the region. Most recently, the Inyo-Mono IRWM Program was awarded \$2.762 million through Proposition 1 for nine projects, five of which are in Inyo County. Inyo County Public Works will receive \$558,000 to replace water meters in Laws, Independence, and Lone Pine.

The long-term outlook for the Inyo-Mono IRWM Program is uncertain at this time. Proposition 4, which received approval from California voters in 2024, earmarks funding for IRWM.

III. General Plan Elements

The General Plan details the County’s guiding principles for a variety of planning topics and is the roadmap for future development. California Government Code Section 65300 et seq. provides direction and specifications for the content of the General Plan. The following seven elements are

required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Housing

The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., HCD), although the State Geologist and CalFire provide some oversight of other aspects.

The Inyo County General Plan consists of the following Elements:

- Government
- Land Use
- Economic Development
- Housing
- Circulation
- Conservation/Open Space
- Public Safety
- Environmental Justice

Subtopics are included in the elements to meet California's requirements. The following sections address implementation for each of the County's General Plan Elements.

Government Element

The Government Element includes the following goals (i) promoting consistency of other agencies' actions with General Plan (Goal Gov-1), (ii) encouraging collaborative planning and public participation (Goal Gov-2), (iii) increasing private land ownership (Goal Gov-3), (iv) guiding federal land actions and encouraging economic development (Goal Gov-4), (v) protecting and developing water resources (Goal Gov-5), (vi) preserving and expanding agriculture (Goal Gov-6), (vii) enhancing opportunities for recreation, including for off-road vehicles, hiking, and biking (Goal Gov-7), (viii) encouraging improved management of wildlife and fisheries (Goal Gov-8), (ix) promoting exploration, development, and reclamation of mineral resources (Goal Gov-9), (x) balancing energy development (Goal Gov-10), and (xi) enhancing transportation and preserving access (Goal Gov-11).

To achieve these goals, the County has continued dialogue with local, regional, State, and federal agencies on a variety of projects, as discussed elsewhere in this report, thereby continuing the previous coordination efforts with other agencies. The County constantly strives to ensure collaboration between national, California, and regional agencies as required by federal, State, and local regulations. The County works to make such agencies aware of County programs and policies and bring their actions into conformance with the General Plan. During 2024, the County worked state and federal land management agencies on regional planning efforts affecting Inyo County resources.

The County also involves citizens, Native American tribes, and public interest groups in the planning process whenever feasible. Staff works to ensure that the public is made aware of all planning projects through mailings and notices in the newspaper to allow for their participation. Routine feedback and public input is requested, and the County's website is maintained to provide for current up-to-date information regarding planning issues.

Land Use Element

The Land Use Element guides County land use policy and insures that appropriate development takes place, with adequate provision of public services and utilities. Land use designations are specified, defined, and mapped in the Land Use Diagrams. The land use designations roughly correspond to the County's zoning districts. Public services and utilities are also addressed in the Land Use Element. Development in and around existing towns is encouraged, which is where most building permits are issued. Potential impacts from new development are assessed under CEQA. Additional conditions of approval and mitigation may be required if deemed necessary to provide for issues such as screening, habitat conservation, parking, and noise-reduction, or otherwise address issues per the General Plan's direction.

Economic Development Element

The Economic Development Element works to support long-term efforts to improve economic conditions for all County residents, and addresses tourism, natural resources, and retail sales. Towards these ends, the County has continued to promote access to public lands and limit any new restrictions being planned. Promotions regarding Inyo County in major population centers elsewhere in the State (including at the State fair) are carried out. Filming opportunities are exploited, and several dramatic locations were featured in film, television, and other venues in 2025. There are also several new economic development programs. These are outlined in the Other Plans and Projects section.

Housing Element

The Housing Element works to provide housing for all of the community and addresses the needs of specified populations. In 2022, the County completed its 6th Cycle Updated of the Housing Element, which was certified by HCD in August 2022. This had to be revised as 2 RHNA sites identified in the certified Element required zone changes that were not approved. Staff found replacement parcels and revised the Housing Element, which was then re-approved and re-certified.

The County continues to work with service providers to provide for the needs of lower- income households, the disabled, and other special needs populations, per the direction provided by the Housing Element. The County updated several sections of its zoning code based on the Housing Element update, which incorporates new State zoning requirements regarding housing. Staff is working on a residential infill program designed to review design standards and density requirements that may be inhibiting new housing development.

Circulation Element

The Circulation Element addresses a wide variety of topics, including roads, scenic highways, public transportation, bicycles and trails, railroads, aviation, canals, pipelines, and transmission

cables. These planning programs prioritize improvement to achieve implementation measures for roadway repaving and reconstruction projects.

As discussed previously, projects are reviewed to minimize impacts, provide for parking, reduce vehicle trips, and optimize transportation access. Continuing improvement in telecommunications infrastructure provides opportunities for telecommuting and economic development, and Digital 395 provides an excellent opportunity for telecommunications enhancements locally. The County continues to work with Caltrans regarding the Olancho-Cartago Four-Lane project and is seeking ways to implement the strategies identified in the corridor study prepared for the area proposed to be abandoned.

Viewshed issues along scenic highways are also addressed, as they may apply. The County continues to encourage the Forest Service and other federal agencies to address local concerns regarding appropriate motorized transport on federal lands and to otherwise maintain and improve access to help promote the County's tourist-based economy.

Conservation/Open Space Element

The Conservation and Open Space Element works to provide for resource management, open space for recreation, and park development. Inyo County's Open Space Element includes sections on soils, agriculture, minerals and energy, water, biology, cultural (i.e., archaeology), visual, and recreation.

The County continues its programs to support agriculture and ranching. Mineral resource development is encouraged, and the County reviews projects to ensure compliance with SMARA and other regulations. As discussed above, the Planning Commission continues its work providing oversight for reclamation plans, and staff inspected about 80 mines in 2025. The County is working with State and federal agencies to encourage appropriate mineral production.

The Environmental Health Department provides oversight and permitting potable water and wastewater treatment systems in order to manage and improve water quality. Individual projects are reviewed to ensure that they do not adversely impact groundwater quality or quantity. Work on the LORP and other enhancement projects improve surface water quality through biological filtering. Water transfers are reviewed to minimize environmental and economic effects. Potential impacts on biological, cultural, and visual resources are analyzed for projects and programs through environmental review processes. Architectural Design review in Lone Pine is carried out to ensure compatibility. The County continues to work to improve its parks and provide access to federal lands.

Public Safety Element

The Public Safety Element works to reduce hazards regarding air quality, floods, avalanches, wildfires, geology and seismicity, and noise. The County continues to cooperate with DWP to reduce dust from Owens Lake, and evaluates air quality issues for major discretionary projects. Building permits and other development proposals are reviewed for flooding, fire, avalanche, and faulting hazards. The County adopted a Hazard Mitigation Plan in 2017 and it was approved by FEMA. In September 2018 the County's General Plan Public Safety Element was amended to add

by reference the Hazard Mitigation Plan. Incorporating the MHMP into the General Plan is beneficial to the County as it adds identification of potential hazards, analysis, and mitigation language to the General Plan; and, it opens up more potential funding opportunities to the County in the event of a disaster. The Hazard Mitigation Plan and Safety Element are currently in the process of being updated and staff from several county departments are working on it. Once it is complete it will be incorporated into the General Plan. The public works department has also secured a grant to begin evacuation planning and the planning department is looking to fund a supplemental plan for egress ingress evacuation routes for the Safety Element.

Environmental Justice Element

Staff has prepared an Environmental Justice (EJ) Element for incorporation into the General Plan in accordance with Senate Bill 1000 (SB 1000) and California Government Code §65302(h). SB 1000 mandates that jurisdictions with identified disadvantaged communities (DACs) incorporate environmental justice policies into their general plans, either as a standalone element or integrated into other elements. Although Inyo County does not contain any DACs as defined by CalEPA and verified using CalEnviroScreen mapping tools (see Section 10.1 of the EJ Element), the County has proactively developed this element to address equity, health, and environmental concerns for all communities. Furthermore, HCD required the completion of this EJ Element for certification of the County's Sixth Cycle Housing Element Update. More importantly, the vast majority of the policies, goals, and implementation measures required by SB 1000 are already embedded within the County's existing General Plan. This EJ Element consolidates, references, and supplements those existing provisions, ensuring statutory compliance while enhancing clarity and public accessibility

IV. General Plan and Zoning Code Updates

The County comprehensively updated its General Plan on December 11, 2001. One of the follow-up actions was to update the County's Zoning Code per the direction provided in the General Plan. During the past several years staff has been working to update the Zoning Code based primarily on state changes to housing law.

V. Conclusion

The General Plan is the County's constitution and guiding vision. Due to the world's ever-changing nature, upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process.

The County provided leadership and participated in many planning activities in 2025, as identified in this report. It continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures.

Appendix A

Government Code Section 65400

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments. The report may include the number of units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that

substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

Appendix B

Jurisdiction	o County - Unincorporated	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	04/30/2021 - 04/30/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		17
Total Units		17

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	6	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	8	0
Mobile/Manufactured Home	0	3	0
Total	0	17	0

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	17	17

Housing Applications Summary	
Total Housing Applications Submitted:	20
Number of Proposed Units in All Applications Received:	20
Total Housing Units Approved:	20
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	20	20
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	41
Sites Rezoned to Accommodate the RHNA	0

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		Inyo County - Unincorporated						
Reporting Year		2025 (Jan. 1 - Dec. 31)						
Table D								
Program Implementation Status pursuant to GC Section 65583								
Housing Programs Progress Report								
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.								
1	2	3	4	5	6	7	8	9
Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category	Quantified Outcomes: Count	Supporting Documents
1.1.1 Housing Rehabilitation Funding	Research available state funds on an annual basis as Notice of Funding Availability (NOFA) is released. The County has set a goal of the rehabilitation of 15-units between 2021-2029 (equals 3-units per year for 5-years).	12/30/2029	6th Cycle	Continuous	Researching available funding - A program County funding for rehabilitation and ADU projects is also being explored.	Units		
1.2 Housing Rehabilitation Code Enforcement	The County shall advocate for the rehabilitation of substandard residential properties by homeowners and landlords.	12/30/2029	6th Cycle	Continuous	Case by case, work with homeowners as issues come up	Other		
1.3.1 Emergency Efficiency	The County will focus efforts to promote energy efficiency by supporting programs such as weatherization and utility assistance programs that alleviate energy costs for households. The County shall maintain its webpage dedicated to energy efficiency education and programs.	12/30/2029	6th Cycle	Continuous	Researching available funding	Other		
1.3.2 Energy Efficiency Webpage	The County shall rebuild its dedicated webpage to housing resources including for energy efficiency and loan programs.	8/9/2023	6th Cycle	In Progress	Staff is working on how to make this work in the County's new webpage design.	Other		
2.1.1 Adequate Sites	If monitoring indicates that development has occurred on any of the parcels identified in the site inventory, the County shall ensure there is existing adequate capacity or identify additional sites to compensate for the loss.	12/30/2029	6th Cycle	Continuous	Monitoring will occur by 2029	Other		
2.1.2 Sites Inventory	The County shall maintain an up-to-date inventory of sites suitable for residential development and provide this information to residential developers and to the real estate community. This inventory will include DWP land release sites.	12/30/2029	6th Cycle	Continuous	This list is currently available	Other		
12/30/1999	Removed 2023 Revision		6th Cycle		Removed 2023 Revision			
2.1.4 Code Update units	The County shall complete an update to the Code to remove the requirement for multi-family housing over 15 units to require a conditional use permit to by right rezoning.	4/30/2023	6th Cycle	Completed	Completed 12/2022	Other	100%	

2.1.5 Employee Housing Definition Update	The County shall update its Code definition of employee housing to remove the description of "five or more unrelated persons or families" eliminating the number based restriction in the definition, and making it compliant with current State regulations.	8/9/2023	6th Cycle	Completed	Completed 12/2022	Other	100%	
2.1.6 Regional Housing Group	The County shall within the 2021-2029 Housing Element timeframe and beyond create a regional housing working group including but not limited to the City of Bishop, Local Tribes, and Inyo County to review and evaluate housing needs at a regional level and prepare policies and programs to address those needs and to ensure adequate housing throughout the region.	12/30/2029	6th Cycle	Continuous	A regional housing group has been meeting regularly and an RFP has been advertised for a regional housing needs study.	Other		
2.1.7 Regional Transportation Needs	The regional housing working group along with its review and evaluation of housing needs at the regional level will also look at issues, policies and programs to address gaps in transportation that might be contributing to fair access to jobs and services in relation to housing opportunities.	12/30/2026	6th Cycle	Continuous	This program is being developed.	Other		
3.1.1 Meet with Federal State and City land managers RE divestment of properties	Annual meetings with DWP, BLM and other federal / state agencies Determination for alternate sites for Sites 1 and Sites 3 if LADWP is unwilling or unable to facilitate housing on sites by end of 2024.	12/30/2024	6th Cycle	Continuous	Talks are on going with LADWP, new sites 1 nad 3 have been identified and approved. Included in the 2023 HE revision.	Other		
3.1.2 ADUs	The County shall continue to encourage ADU/JADU development.	12/30/2025	6th Cycle	Continuous	Building plans for several sizes and over the garage ADUs as well as small SFRs, have been prepared for the County to give to property owners. These plans were completed in 2024 and made available to the public	Other	100%	
3.1.3 Tiny Homes	Tiny Homes are currently not defined in the County code. They are allowed by right as the County does not regulate the minimum size of residential units. They are also allowed as ADU/JADUs. To make tiny home development more accessible the County shall update the zoning code to include a definition of Tiny Homes.	8/9/2024	6th Cycle	Completed	Completed 12/2022	Other	100%	

<p>3.1.4 Definitions</p>	<p>Based on new and still relevant existing State law, Low Barrier Navigation Centers, and Transitional and Supportive Housing will be added to the County codedefinitions. These along with Emergency Shelters and Single Occupancy Residences (SROs) will have language added and/or updated to accurately match requirements provided for by State law. This includes: Transitional housing, supportive housing and group homes are permitted in the same manner as other residential dwellings of the same type in the same zone. Low Barrier Navigation Centers and Emergency shelters cannot have parking requirements beyond spaces needed for employees and cannot be required if located within one-half mile of a transit stop.</p>	<p>12/30/2023</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Completed 12/2022</p>	<p>Other</p>	<p>100%</p>	
<p>3.1.4 Definitions/Standards housing types</p>	<p>The County will also add SROs as a permitted use in the Multi-family 3-units and above residential (R3) zone and design development standards with reduced parking requirements by the end of 2023. The County will propose no more than 0.5 parking spaces per SRO unit.</p>	<p>12/30/2023</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Completed 12/2022</p>	<p>Other</p>	<p>100%</p>	
<p>3.1.5 Affordable Housing Opportunities</p>	<p>The County shall provide expanded affordable housing opportunities by partnering with local organizations and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households. As part of these partnerships, the County will obtain local data and knowledge from nearby jurisdiction on an annual basis, as outlined in Program 3.1.1. This will include a list of qualified entities, discussions on past successful projects, discussions on suitable development standards, and experiences with affordable housing developers.</p>	<p>12/30/2029</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>This program is being developed.</p>	<p>Other</p>		
<p>3.1.6 Employer Assisted Housig</p>	<p>County will continue to explore Employer Assisted Housing Programs by forming a working group with major employers in the area to discuss how the County can assist in the development of employer-assisted housing in Inyo County.</p>	<p>12/30/2029</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>This program is being developed</p>	<p>Other</p>		
<p>3.1.7 Housing Specialist</p>	<p>The County will continue working on establishing a housing specialist position for the County. This person will help identify housing opportunities for income levels, be available to take fair housing complaints and help get people to the appropriate organization/agency for help.</p>	<p>12/30/2029</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>This program is covered by 2 Health and Human Services Department staff members</p>	<p>Persons</p>	<p>100%</p>	

<p>3.2.1 High Density Housing/Brochure</p>	<p>The County shall encourage higher density residential development in areas of population concentration by conducting outreach to developers and property owners to encourage higher density residential development. In addition, the County will explore funding options for appropriate housing as funds become available. A brochure will be completed and sent to property owners</p>	<p>12/30/2024</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>In progress, brochure complete Infill 7.1.1 will be complete by 12/30/2026</p>	<p>Other</p>		
<p>3.2.2 Density Bonus</p>	<p>The County shall encourage development of housing for low-income households through provision of density bonus incentives. The County shall prepare updates to the density bonus chapter (18.65) of the County code as required by the State and inform applicants of new opportunities for density increases.</p>	<p>8/9/2023</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Completed 3/2024</p>	<p>Other</p>	<p>100%</p>	
<p>3.2.3 Encourage Higher Density Housing</p>	<p>Encourage high density residential development in specific Commercial Zones. The County will continue to explore ideas brought forth during its SB2 Vacant Lands grant work in allowing for outright permitting of multi-family units in the Central Business zone, as well as, explore opportunities for permitted by right mixed use and high density housing in other commercial zones. Areas along the County's small town main streets (highway 395) have vacant commercial parcels and empty buildings. Reevaluating these parcels for 'missing middle' housing opportunities, such as cottage apartments, 4-plexes and etc. could potentially do a lot to help the County meet its own housing goals. This work will also include a review of design requirements such as parking, setbacks, minimum lot size and height standards that could be improved to encourage more high density housing. The County will also seek out resources for the development of missing middle preapproved plans that require low cost renovations and may share indoor spaces and amenities to meet certain development standards.</p>	<p>12/30/2025</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>Changes to CB Zone completed 12/2022. A residential infill project is in process to review design standards and encourage higher density housing in core areas.</p>	<p>Other</p>		
<p>3.2.3 Encourage Higher Density Housing</p>	<p>In addition to the updates outlined in Program 7.1.1 updating development standards such as minimum parcel size, the County will also allow multifamily and mixed use housing as a permitted use in the CB zone. This will allow the County to expand the number of candidate sites for housing, which is particularly useful in the event that the LADWP-owned sites (Sites 1 and 3) are not available for reasons outside of the County's control.</p>	<p>8/9/2025</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Changes to CB Zone completed 12/2022</p>	<p>Other</p>	<p>100%</p>	

3.2.4 Encourage Higher Density in established residential areas	Encourage higher density in established residential neighborhoods by evaluating current residential codes for design standards that might work to better encourage multi-family housing. This will include setback, minimum lot size, height and especially parking standards in the County's multi-family zones.	12/30/2029	6th Cycle	In Progress	A residential infill project is in process to review design standards and encourage higher density housing in core areas. To be completed by 12/26.	Other		
3.4.1 Mobile Home Parks	The County shall provide technical assistance to mobile home park residents who want to purchase their mobile home park. To accomplish this, the County will advertise the program to mobile home park residents, including conducting meetings with tenants as requested.	12/30/2029	6th Cycle	Continuous	Not yet started	Other		
3.4.2 Mobile Home Overlay	The County will remove its Mobile Home overlay as it is not used and is non-compliant. Language clarifying that mobile/manufactured homes on a foundation are to be processed the same as the process applicable to a conventional single dwelling unit in the same zone.	8/9/2023	6th Cycle	Completed	Completed 12/2022	Other	100%	
3.5.1 Financial Assistance	The County will support the efforts of local housing service providers to assist low-income households with utility bills by providing assistance to a minimum of 150-households annually through the LIHEAP (Low-income Energy Assistance Program).	12/30/2029	6th Cycle	Continuous	Ongoing program	Other		
3.5.2 Section 8 Housing	The County shall encourage rental subsidies for lower-income families and elderly persons. The County shall encourage listing of rental units with local housing service providers.	12/30/2029	6th Cycle	Continuous	Ongoing program	Other		
3.5.3 Continued Affordability	The County shall provide for the continued affordability of the County's low and moderate-income housing stock. Although not anticipated, if any deed-restricted affordable units currently serving County residents are at risk of converting to market rates, the County will facilitate a preservation program with the owner and/or operator of the project at risk. The goal will be to identify additional funds to either continue the affordability of the at-risk project or to replace those units once they are no longer affordable to lower-income households.	12/30/2029	6th Cycle	Continuous	Ongoing program	Other		
4.1.1 Self Help	The County will continue to make efforts to coordinate with established self-help housing groups to solicit interest in developing projects in the county to facilitate self-help housing as a form of homeownership for lower-income households.	12/30/2029	6th Cycle	Continuous	Ongoing program	Other		

4.2.1 Federal Grants	<p>The County will consider, as appropriate, applying for state and federal grant funds to provide homeownership opportunities that may include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs.</p>	12/30/2029	6th Cycle	Continuous	Researching available funding	Other		
5.1.1 Compliance with new State Regulations	<p>The County shall update its zoning code to properly address new State laws regarding Density Bonus, Low Barrier Navigation Centers, Emergency Shelters and Transitional and Supportive Housing, pursuant to AB 2162.</p>	12/30/2023	6th Cycle	Completed	Completed 12/2022	Other		
5.2.1 Expedite Permits	<p>The County routinely works with homeowners to expedite their permits and provide flexibility in submittal requirements for owners developing their own homes. The County will also annually review its permit and development plan processing timelines and look for ways to expedite or simultaneously conduct development reviews to ensure timely processing.</p>	12/30/2029	6th Cycle	Continuous	Ongoing program	Other		
5.2.2 Expedite Affordable Projects	<p>The County shall evaluate and consider alternative processes to help expedite and encourage affordable housing projects, such as administrative approvals of use permits projects and modifications to the design standards in the zoning code regarding setbacks, lot sizes, parking and height standards.</p>	12/30/2026	6th Cycle	In Progress	In progress, should be completed by 12/26.	Other		
5.3.1 Infrastructure in remote areas	<p>For sites in remote areas, the County shall explore ways to help to facilitate the provision of infrastructure to accommodate residential development by researching opportunities for providing the necessary infrastructure in remote locations for residential development. Strategies to increase densities in these locations will also include development standards where it is feasible with regard to infrastructure, especially with regard to water and sewer.</p>	12/30/2029	6th Cycle	In Progress	Not yet started	Other		

<p>5.3.2 County Property</p>	<p>The County currently owns 66-parcels of land in the County. Of the 66-parcels, 32 are located in the Owens Valley. The rest are in the more remote areas of the County with limited to no infrastructure or services. All but 3 of the Owens Valley parcels are currently built on for various County offices, roads yards, libraries, parks -etc. The 3 vacant parcels are located in Bishop and Big Pine. The Bishop parcel is currently in the process of a zone change and is included in the RHNA site inventory -Site 2. This zone change will be completed by April 2023. The two parcels in Big Pine are environmentally constrained with special status species and a wetland. This parcel will, however, be further evaluated for housing development viability. The County also has several road yards and an airport on some of its properties in the Owens Valley. Two of the road yard parcels are currently undergoing zone and General Plan reclassifications to multi-family residential to encourage high density housing development. These parcels are located in Lone Pine. The County will complete the two zone change and reclassifications by December 2024.</p>	<p>12/30/2029</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Site 2 was ultimately not rezoned, new parcels were identified and approved to replace it in the Update Housing Element. Approved 8/2023. Other county owned sites (especially road yards) are still being evaluated. The two road yard parcels in Lone Pine were rezoned to multiple residential 2-units</p>	<p>Other</p>	<p>100%</p>	
<p>6.1.1 Support Housing Services</p>	<p>The County shall take positive action to assure unrestricted access to housing. The County will continue to support local housing service providers to provide fair housing services and assist in program outreach.</p>	<p>12/30/2029</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>Ongoing program</p>	<p>Other</p>		
<p>6.2.1 Reasonable Accommodation</p>	<p>The County will continue efforts to mitigate or remove constraints on housing for persons with disabilities and will update its code to accurately follow new State regulations.</p>	<p>12/30/2022</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Completed 12/2022 - Reasonable Accommodation</p>	<p>Other</p>		
<p>7.1.1 AFFH</p>	<p>ADU Promotional Brochure within one year of certification. Remove minimum lot width, minimum lot size, minimum parcel size and maximum densities for all residential zones, except Rural Residential due to infrastructure concerns, and revise front yard / rear yard setbacks to facilitate higher density development as well as develop ordinance for SB9 compliance by the end of 2023.</p>	<p>12/30/2023</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Completed 2024.</p>	<p>Other</p>	<p>100%</p>	

<p>7.2.1 Senior Housing</p>	<p>The County will continue working with the housing stakeholder group established during the housing element update to further define housing issues in the county and specifically senior housing. This work will include identifying and applying for grants to provide affordable housing located near services. A focus will be placed on Census Tracts 5 and 8 as these include the areas in the County with the highest percentages of households with a householder 65-years and older. The housing stakeholder group will target new members from these Census Tracts and meet every six months. The group will discuss strategies to support multigenerational households and designing development standards that support aging in place. Intensifying existing single unit homes with ADUs, JADUs, can be an important way to fund housing costs, including mortgages and rehabilitation projects for senior households. The group will evaluate shared housing strategies and look to design / adopt template agreements that can help facilitate cost-sharing arrangements for a variety of households by the end of 2023.</p>	<p>12/30/2029</p>	<p>6th Cycle</p>	<p>Not Yet Started</p>	<p>Not yet started</p>	<p>Other</p>		
<p>7.3</p>	<p>The County currently has policies that address environmental justice issues. Pursuant to CA Government Code 65302(h), the County will add policies in appropriate sections of its General Plan that relate to healthy food access, safe and sanitary homes and physical activity. In addition, the County will create an Environmental Justice Element within four years of adoption that includes all objectives listed. The Environmental Justice element will discuss the carshare program described in Program 2.1.7 and collaborate through an annual meeting with regional employers and neighboring jurisdictions to provide alternatives to vehicle ownership.</p>	<p>12/30/2026</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Completed by early 3/2026.</p>	<p>Other</p>	<p>100%</p>	
			<p>6th Cycle</p>					

OVERTIME COMPARISONS FY 2025-2026

	022700 Sheriff general	022710 Sheriff Safety	022900 Jail General	022910 Jail safety	Quarter total
BUDGET 2025-2026					
JULY-SEPTEMBER	\$ 25,467.86	\$ 195,122.93	\$ 44,222.82	\$ 3,146.51	\$ 267,960.12
OCTOBER-DECEMBER	\$ 50,252.13	\$ 299,571.11	\$ 73,457.16	\$ 2,921.81	\$ 426,202.21
JANUARY-MARCH	\$ -	\$ -	\$ -	\$ -	\$ -
APRIL-JUNE	\$ -	\$ -	\$ -	\$ -	\$ -
YEAR TOTAL	\$ 75,719.99	\$ 494,694.04	\$ 117,679.98	\$ 6,068.32	\$ 694,162.33
amt. budgeted	\$ 165,720.00	\$ 1,006,353.00	\$ 244,497.00	\$ 36,865.00	\$ 1,453,435.00
budget less actual	\$ 90,000.01	\$ 511,658.96	\$ 126,817.02	\$ 30,796.68	\$ 759,272.67
% of budget used	45.692	49.157	48.131	16.461	47.760

cord T	Object	Key	Post Date	Description	Reference	ndary Refer	Debit	Credit	Budget	MTD Actual	YTD Actual	Encumbrance	Balance	Percent
BUDG	5003	022700							165,720.00	9,019.89	84,739.88	-	80,980.12	51.13
TRNS	5003	022700	10/3/2025	SHERIFF	02200DP	EARN REG	\$ 5,312.24	-	165,720.00	9,019.89	84,739.88	-	80,980.12	51.13
TRNS	5003	022700	10/17/2025	SHERIFF	02210DP	EARN REG	\$ 7,683.13	-	165,720.00	9,019.89	84,739.88	-	80,980.12	51.13
TRNS	5003	022700	10/31/2025	SHERIFF	02220DP	EARN REG	\$ 7,971.66	-	165,720.00	9,019.89	84,739.88	-	80,980.12	51.13
TRNS	5003	022700	11/14/2025	SHERIFF	02230DP	EARN REG	\$ 8,338.88	-	165,720.00	9,019.89	84,739.88	-	80,980.12	51.13
TRNS	5003	022700	11/26/2025	SHERIFF	02240DP	EARN REG	\$ 7,218.16	-	165,720.00	9,019.89	84,739.88	-	80,980.12	51.13
TRNS	5003	022700	12/12/2025	SHERIFF	02250DP	EARN REG	\$ 4,476.64	-	165,720.00	9,019.89	84,739.88	-	80,980.12	51.13
TRNS	5003	022700	12/26/2025	SHERIFF	02260DP	EARN REG	\$ 9,251.42	-	165,720.00	9,019.89	84,739.88	-	80,980.12	51.13
							\$ 50,252.13							
BUDG	5003	022710							1,006,353.00	67,014.24	561,708.28	-	444,644.72	55.82
TRNS	5003	022710	10/3/2025	SHERIFF -	02200DP	EARN REG	\$ 35,068.03	-	1,006,353.00	67,014.24	561,708.28	-	444,644.72	55.82
TRNS	5003	022710	10/17/2025	SHERIFF -	02210DP	EARN REG	\$ 52,383.46	-	1,006,353.00	67,014.24	561,708.28	-	444,644.72	55.82
TRNS	5003	022710	10/31/2025	SHERIFF -	02220DP	EARN REG	\$ 57,948.15	-	1,006,353.00	67,014.24	561,708.28	-	444,644.72	55.82
TRNS	5003	022710	11/14/2025	SHERIFF -	02230DP	EARN REG	\$ 39,618.05	-	1,006,353.00	67,014.24	561,708.28	-	444,644.72	55.82
TRNS	5003	022710	11/26/2025	SHERIFF -	02240DP	EARN REG	\$ 39,943.17	-	1,006,353.00	67,014.24	561,708.28	-	444,644.72	55.82
TRNS	5003	022710	12/12/2025	SHERIFF -	02250DP	EARN REG	\$ 29,116.73	-	1,006,353.00	67,014.24	561,708.28	-	444,644.72	55.82
TRNS	5003	022710	12/26/2025	SHERIFF -	02260DP	EARN REG	\$ 45,493.52	-	1,006,353.00	67,014.24	561,708.28	-	444,644.72	55.82
							\$ 299,571.11							
BUDG	5003	022900							244,497.00	16,009.92	133,689.90	-	110,807.10	54.68
TRNS	5003	022900	10/3/2025	JAIL	02200DP	EARN REG	\$ 8,092.65	-	244,497.00	16,009.92	133,689.90	-	110,807.10	54.68
TRNS	5003	022900	10/17/2025	JAIL	02210DP	EARN REG	\$ 14,251.78	-	244,497.00	16,009.92	133,689.90	-	110,807.10	54.68
TRNS	5003	022900	10/31/2025	JAIL	02220DP	EARN REG	\$ 7,516.61	-	244,497.00	16,009.92	133,689.90	-	110,807.10	54.68
TRNS	5003	022900	11/3/2025	JAIL	02231DP	EARN REG	\$ 177.32	-	244,497.00	16,009.92	133,689.90	-	110,807.10	54.68
TRNS	5003	022900	11/14/2025	JAIL	02230DP	EARN REG	\$ 9,246.25	-	244,497.00	16,009.92	133,689.90	-	110,807.10	54.68
TRNS	5003	022900	11/26/2025	JAIL	02240DP	EARN REG	\$ 8,411.94	-	244,497.00	16,009.92	133,689.90	-	110,807.10	54.68
TRNS	5003	022900	12/12/2025	JAIL	02250DP	EARN REG	\$ 8,944.70	-	244,497.00	16,009.92	133,689.90	-	110,807.10	54.68
TRNS	5003	022900	12/26/2025	JAIL	02260DP	EARN REG	\$ 16,815.91	-	244,497.00	16,009.92	133,689.90	-	110,807.10	54.68
							\$ 73,457.16							
BUDG	5003	022910							36,865.00	-	6,068.32	-	30,796.68	16.46
TRNS	5003	022910	10/3/2025	JAIL - SAFE	02200DP	EARN REG	\$ 654.11	-	36,865.00	-	6,068.32	-	30,796.68	16.46
TRNS	5003	022910	10/17/2025	JAIL - SAFE	02210DP	EARN REG	\$ 479.68	-	36,865.00	-	6,068.32	-	30,796.68	16.46
TRNS	5003	022910	10/31/2025	JAIL - SAFE	02220DP	EARN REG	\$ 741.32	-	36,865.00	-	6,068.32	-	30,796.68	16.46
TRNS	5003	022910	11/14/2025	JAIL - SAFE	02230DP	EARN REG	\$ 915.75	-	36,865.00	-	6,068.32	-	30,796.68	16.46
TRNS	5003	022910	12/26/2025	JAIL - SAFE	02260DP	EARN REG	\$ 130.95	-	36,865.00	-	6,068.32	-	30,796.68	16.46
							\$ 2,921.81							