



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://us06web.zoom.us/j/81412627121>. 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: 814 1262 7121. 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

August 11, 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: Water Director.

4) Public Employee Performance Evaluation – Pursuant to Government

Code §54957 – Title: Agricultural Commissioner

- 5) **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.* Inyo County Superior Court Case No. 12908
- 6) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Denise Debra Babbitt vs. County of Inyo, State of California, and DOES 1 through 11, Inclusive* (No. 26UC73689).
- 7) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *John Doe M.A.O. v. State of California, County of San Joaquin, County of Alameda, County of Amador, County of Inyo, and DOES 1 through 50* (No. STK-CV-UP-2026-0010814).
- 8) **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. Claim for damages from J. Jackson.
- 9) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: 703 Airport Rd., Bishop. Agency Negotiators: John-Carl Vallejo, David Fraser, Denelle Carrington. Negotiating parties: Scott Cimino. Under negotiation: price and terms of payment.

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.**
- 10) **Pledge of Allegiance**
 - 11) **Report on Closed Session as Required by Law**
 - 12) **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.
 - 13) **Introductions** -The following new employees will be introduced to the Board:
 - **Auditor-Controller** - Administrative Analyst Josue Perez Flores and Administrative Analyst Ariel Willey
 - **Public Works** - Building Maintenance Worker Keith Roberts, Equipment Mechanic Heavy Miguel Santana, Equipment Mechanic Operator Richard Wagnon
 - **Water Department** - Administrative Analyst Anwyllyd Blakey
 - 14) **Update** - CalOES Region VI XIN Operational Area Coordinator Damon Carrington will provide an update regarding the Rock and Cinder Complex fires.

15) 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.

16) County Department Reports

CONSENT AGENDA

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

17) Approval of Minutes from the Special and Regular Board of Supervisors Meetings of July 28

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the special and regular Board of Supervisors meetings of July 28, 2026.

18) Correction to Minutes Regarding Behavioral Health Advisory Board Appointment

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Authorize staff to correct the minutes of the May 26, 2026 meeting, and the associated board order, so that the expiration date for the term to which Haley Carter was appointed is correctly stated as June 30, 2030.

19) Medi-Cal County Inmate Program (MCIP) Agreement

Health & Human Services - Health/Prevention | Anna Scott

Recommended Action:

Ratify and approve the participation agreement between the County of Inyo and the California Department of Healthcare Services for participation in the Medi-Cal County Inmate Program (MCIP) in an amount not to exceed \$492.46 for the period of July 1, 2026 to June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign the Participation Agreement and the Administrative Services Agreement.

20) Helix Environmental Planning, Inc. and Bonanza Peak Solar, LLC Contract Amendments No. 2

Planning Department | Cynthia Draper

Recommended Action:

- A) Approve Amendment No. 2 to the contract between the County of Inyo and Helix Environmental Planning, Inc., increasing the contract amount by \$15,000.00, for a total not to exceed \$80,550.00, and authorize the Chairperson to sign; and
- B) Approve Amendment No. 2 to the contract between the County of Inyo and Bonanza Peak Solar, LLC, increasing the contract deposit from \$76,600.00 to \$91,600.00, and authorize the Chairperson to sign.

21) Bid Award for the Purchase of Recycling & Waste Management Roll-Off Truck

Public Works - Recycling & Waste Management | Richard Shore

Recommended Action:

Declare McCandless Truck Center of Sparks, NV the successful bidder for a new roll-off truck and authorize a purchase order in the amount not to exceed \$209,589.59.

22) Horseshoe Meadows Slide Repair Consultant Contract

Public Works | Shannon Platt

Recommended Action:

Approve the contract between the County of Inyo and Consor North America, Inc. of Rancho Cordova, CA for the provision of Engineering Services in an amount not to exceed \$399,600.00 for the period of August 11, 2026 through June 29, 2027, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget, and authorize the Chairperson to sign.

REGULAR AGENDA

23) Contract between the County of Inyo and Pahrump Valley Disposal

Public Works - Recycling & Waste Management | Richard Shore

3 minutes

Recommended Action:

Ratify and approve the contract between the County of Inyo and Pahrump Valley Disposal of Pahrump, NV as a sole-source provider for waste hauling services from the communities of Tecopa, Shoshone, Charleston View, Furnace Creek, and Death Valley Junction to Pahrump, Nevada Waste Disposal Facility, in an amount not to exceed \$1,196,124.40 for the period of July 1, 2026 through June 30, 2031, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

24) Certified Unified Program Agency (CUPA) Agreement

Environmental Health | Jerry Oser

3 minutes

Recommended Action:

Ratify and approve the contract between the County of Inyo and the County of Mono for Inyo County to provide Certified Unified Program Agency (CUPA) hazardous materials program management services in Mono County, in an amount not to exceed \$300,000 over the three-year term, or \$100,000 in any fiscal year, for the period of July 1, 2026 through June 30, 2029, contingent upon the Board's approval of future fiscal year budgets, and authorize the Chairperson to sign.

25) Film Commission Written Report

County Administrator - Economic Development | Jesse Steele
10 minutes

Recommended Action:

Receive a written report on film activity in Inyo County from Film Commissioner Jesse Steele.

26) Presentation of the Eastern Sierra Council of Governments Agriculture Activation Plan

County Administrator | Lindsay Gucker, Plena Planning + Design
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:

Conduct an informational workshop on the Draft Eastern Sierra Agriculture Activation Plan and provide staff direction regarding Board interest in advancing or further exploring specific plan strategies or project areas.

27) Adoption of Resolution Authorizing Implementation of Recorder Notification Program Pursuant to Government Code § 27297.7 (SB 255)

Clerk-Recorder | Danielle Sexton
10 minutes

Recommended Action:

Approve Resolution No. 2026-29, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Implementation of a Recorder Notification Program Pursuant to Government Code Section 27297.7," and authorize the Chairperson to sign.

28) Resolution and Consideration of Approval of the Owens River Water Trail Project

Water Department | Holly Alpert
20 minutes (10 min. Presentation / 10 min. Discussion)

Recommended Action:

- A) Approve the Owens River Water Trail Project as described in the certified Final Environmental Impact Report (SCH No. 2018051049);
- B) Adopt Resolution No. 2026-30, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving the Owens River Water Trail Project," and authorize the Chairperson to sign;
- C) Authorize and direct staff to file a Notice of Determination with the Inyo County Clerk and the State Clearinghouse within five working days of this approval; and
- D) Direct staff to continue negotiations with the Los Angeles Department of Water and Power toward a lease of the project premises and to return to the Board with a proposed lease for consideration.

10 A.M. 29) Public Hearing on the County's Vacancies in Accordance with California Government Code §3502.3

County Administrator - Personnel | Keri Oney
30 minutes

Recommended Action:

- A) Conduct a public hearing on the status of the County's vacancies, recruitment and retention efforts pursuant to California Government Code §3502.3 - formerly known as Assembly Bill 2561; and
- B) Receive the 2026 County of Inyo Vacancy, Recruitment and Retention presentation.

ADDITIONAL PUBLIC COMMENT

30) 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

- 31) Auditor-Controller** - An actual count of money in the hands of the Treasurer made on July 7, 2026.
- 32)** Treasury Status Report for Quarter Ending June 30, 2026
- 33) California Fish and Game Commission** - Agenda for the August 12-13 meeting being held in Sacramento and via Zoom.



CLAIM AGAINST THE COUNTY OF INYO

(Government Code Section 910 et seq.; Inyo County Code chapter 1.28)

Submit claim in person or mail to Board Clerk:

In Person: 224 N. Edwards St, Independence, CA 93526

Mail: PO Box N, Independence, CA 93526

☐ New Claim

☐ Amended

* = REQUIRED



1.* Claimant's Name and Home Address Johnnie Thomas Jackson Booking #15343, PO Drawer 456 City Independence State CA Zip 93526 Phone _____		2.* Send Official Notices and Correspondence to c/o Attorney Alex Coolman 3268 Governor Drive #390 City San Diego State CA Zip 92122 Phone 619 831-7129	
3. Claimant's Date of Birth		4. Are you a Medicare Beneficiary? ☐ Yes ☐ No Medicare HICN/SSN _____	
5. Claimant Vehicle License Plate #, VIN, Make, Model, Mileage, and Year			
6.* Date of Incident 3/8/2026 - present		7. Time of Incident Inyo County Jail	
8.* Address and/or Description of Incident Location			
9.* Basis of Claim. Describe in detail all facts and circumstances of the incident. Identify all persons, entities, property, and County departments involved. Describe why you believe the County is responsible for the alleged injury, property damage, or loss. see attached			
Names of Involved County Employees and/or Departments, if known Unknown			
10.* Description of Claimant's injury, property damage, or loss see attached		11.* Amount of Claimant's property damage or loss and method of computation. Attach supporting documentation. ITEMS Pain/Anxiety \$ 1 million TOTAL AMOUNT \$ 1 million Court Jurisdiction: ☐ Limited (up to \$25,000) ☐ Unlimited (over \$25,000)	
12. Witness Names (if any)		Address	
Phone			

Section 72 of the Penal Code states: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or district board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is punishable either by imprisonment in the county jail for a period of not more than one year, by a fine of not exceeding one thousand dollars (\$1,000), or by both such imprisonment and fine, or by imprisonment in the state prison, or by a fine not exceeding ten thousand dollars (\$10,000), or by both such imprisonment and fine."

13.* Signature of Claimant or Representative Alex Coolman Print Name	Date 7/15/2026 Relationship to Claimant attorney
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Attachment to Johnnie Thomas Jackson Claim against Inyo County

Response to Questions 9 and 10.

Mr. Jackson was injured in a March 8, 2026 rollover car accident that caused the death of another person, which is the reason he is currently detained in jail. A CT scan of Mr. Jackson at the ER of Northern Inyo Hospital on March 8, 2026 did not show acute abnormalities but documented ~~showed~~ advanced diffuse spondylosis with multilevel neural foraminal stenosis.

Approximately 11 weeks after the accident, while still in custody, Jackson began to experience acute-onset severe low back pain and chronic right shoulder pain. New CT imaging of the cervical, thoracic, and lumbar spine was obtained on May 27, 2026 at Southern Inyo Hospital, with the radiologist flagging **potential acute fractures at T2/T3** and recommending a follow-up MRI for further evaluation. The treating physician noted that the T2/T3 findings were “likely” related to the prior accident and agreed that that an MRI should occur “after his period of incarceration is over.”

However, no follow-up MRI has occurred, and Mr. Jackson, who is facing *Watson* murder charges, will not be released from custody at any time in the foreseeable future. Mr. Jackson, who is dependent on the County for medical care as a pretrial detainee, continues to be in extreme, daily pain, and is constantly hunched over with discomfort. He is simply being treated with ibuprofen.



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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

August 11, 2026

Reference ID:
2026-596

Approval of Minutes from the Special and Regular Board of Supervisors Meetings of July 28

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the special and regular Board of Supervisors meetings of July 28, 2026.

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:

Darcy Israel	Created/Initiated - 07/29/2026
Darcy Israel	Final Approval - 07/29/2026

ATTACHMENTS:

1. Draft July 28, 2026 Minutes - Special Meeting
2. Draft July 28, 2026 Minutes

MINUTES



County of Inyo Board of Supervisors

July 28, 2026

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 1:00 p.m., on July 28, 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.

**CAO-Emergency
Services –
Rock Fire and Cinder
Complex
Fires/Resolution No.
2026-28**

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Resolution No. 2026-28, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Proclaiming the Existence of a Local Emergency Resulting from the Rock Fire and Cinder Complex Fires," and authorize the Chairperson to sign. Motion carried unanimously.

Adjournment

The Chairperson adjourned the meeting at 1:02 p.m. to 8:30 a.m. Tuesday, August 11, 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

July 28, 2026

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on July 28, 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 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Water Director; and No. 4 **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 10:07 a.m. with all Board members present.

Pledge of Allegiance

Deputy Public Works Director Shannon Platt led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 through 4 and no action was taken during closed session that is required to be reported.

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.

Employee Service Recognition

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

- Darcy Israel, 10 years - Administration
- Rebecca Graves, 5 years - Administration
- Nate Reade, 25 years – Agriculture
- Janice Jackson, 5 years – Agriculture
- Paul Bedell, 15 years – Sheriff
- Victor Lawson, 10 years – Sheriff
- Kenneth Hernandez Santana, 5 years – Sheriff
- Sonja Velarde, 5 years – Sheriff
- Michael Errante, 10 years – Public Works
- Aaron Dondero, 5 years – Public Works
- Heather Williams, 10 years – Auditor
- Marissa Silvas, 5 years – Auditor
- Shelly Scott, 10 years – HHS
- Laura Boyer, 10 years – HHS

- Dena Higgenbotham, 5 years – HHS
- Doug Marcellin, 5 years – HHS
- Takoda Faircloth, 5 years – HHS
- Tammy Martinez, 5 years – Probation.

Board Member Reports

CAO Fraser thanked first responders, County staff, and partner agencies for providing mutual aid during the recent Rock Fire and Cinder Complex Fires. He also thanked the Board and staff for the opportunity to serve Inyo County and acknowledged their support following his recent announcement that he will be discontinuing his employment with the County on September 11.

Supervisor Griffiths echoed support for first responders and County staff who have jumped in to help assist with the fires, noting that he visited the evacuation center at the Bishop Senior Center and saw firsthand the hard work being done.

Supervisor Marcellin also thanked first responders and county staff, provided an update on the Wye Road connector project, and said he would be attending the Southern Inyo Airport Advisory Committee (SIAAC) meeting and the Probation Department's Youth Summer Escape barbecue, and would be participating in an eco-flight with local environmental group Inyo 350.

Supervisor Wadelton said he attended the Annual National Association of Counties (NACo) Conference in New Orleans, where he participated in steering committee meetings related to rural land use, veterans and military services, and rural EMS. He said he also attended a California State Association of Counties (CSAC) dinner, toured storm drain pump-out systems, met with constituents in Tecopa, and checked in with various County departments in Southeast Inyo.

Supervisor Roeser said that she hosted a community meeting in Wilkerson and attended the Annual NACo Conference, constituent meetings, and a Caltrans cooperators meeting with the Bureau of Land Management (BLM), the Los Angeles Department of Water & Power (LADWP), the Forest Service, and Big Pine Tribal Council. She noted that the Rock Fire broke out near her property as she was returning from the NACo Conference and thanked friends who helped evacuate livestock in her absence, as well as first responder agencies, including the Sheriff's Office, Office of Emergency Services, Administration, HHS, the Road Department, Big Pine Fire, Independence Fire, mutual-aid fire personnel from outside the county, California Highway Patrol, CalFire, and the Los Angeles Department of Water & Power.

Supervisor Orrill said that she attended the NACo conference, including a meeting of the Environment Energy and Land Use Policy Steering Committee. She said that she also joined staff from Senator Alvarado-Gil's office in recognizing Looney Bean in Bishop and attended a CSAC Sustainable Groundwater Management Act (SGMA) working group meeting.

County Department Reports

Assistant CAO Denelle Carrington provided an update on an upcoming payment ratification related to plumbing repairs at the Bishop Senior Center.

Deputy CAO Meaghan McCamman Ostrander reported that the Project Management Office has formally submitted an Opportunity Zone nomination for the lower portion of Inyo County.

Probation Chief Thomson reported that Probation Services Week was a great success, highlighting the selection of George Alvarado as Employee of the Year and recognizing Sally Claussen as this year's selection of "Friend of the Probation Department." He added that the entire staff recently received acknowledgment certificates from Senator Alvarado-Gil's office and shared details about the department's upcoming Youth Summer Escape barbecue.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the minutes from the regular Board of Supervisors meetings of June 30, 2026 and July 14, 2026. Motion carried unanimously.

<i>CAO-Public Works – County Code Chapter 2.36 Revision</i>	Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Revising Section 2.36.040 of the Inyo County Code Relating to Road Commissioner Duties of the Public Works Director." Motion carried unanimously.
<i>Public Works-Parks & Recreation – Fee Waiver</i>	Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to authorize a fee waiver to the Lone Pine Chapter of the Lions Club for setting up a booth at Lone Pine Park from June 25 to July 9, 2026, in an amount not to exceed \$50, for the fee set in the "Facility Use Permit." Motion carried unanimously.
<i>Water Department – FY 26-27 LORP Work Plan, Budget, and Schedule</i>	Moved by Supervisor Roeser and seconded by Supervisor Wadelton to adopt the 2026-27 Fiscal Year Lower Owens River Project Work Plan, Budget, and Schedule. Motion carried unanimously.
<i>HHS-Behavioral Health – ICOE Contract</i>	Moved by Supervisor Roeser and seconded by Supervisor Marcellin to: A) Declare Inyo County Office of Education a sole-source provider of Prevention and Early Intervention Services; B) Ratify and approve the contract between the County of Inyo and Inyo County Office of Education for the provision of Prevention and Early Intervention services in an amount not to exceed \$240,000 for the period of July 1, 2026 through June 30, 2029 (contingent upon the Board's approval of future budgets); and C) Authorize the HHS Director to sign the contract and Business Associate Agreement. Motion carried unanimously.
<i>HHS-Health & Prevention – CDPH Agreement</i>	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 Sacramento, CA for the provision of Future of Public Health Funding in an amount not to exceed \$418,463 for the period of July 1, 2026 through June 30, 2027, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget and authorize the Chairperson to sign. Motion carried unanimously.
<i>HHS-Health & Prevention – Blue Cross of CA and Health Net Contracts</i>	Moved by Supervisor Marcellin and seconded by Supervisor Roeser to ratify and approve the agreement between the County of Inyo Health and Human Services-Public Health and Prevention Division and Health Net and Blue Cross of California for the provision of Community Health Improvement Plan financial assistance in an amount not to exceed \$7,550 for the period of July 1, 2026 through June 30, 2027, contingent upon the Board's approval Fiscal Year 2026-2027 Budget, and authorize the Chairperson to sign. Motion carried unanimously.
<i>HHS- ICOE MOU</i>	Moved by Supervisor Roeser and seconded by Supervisor Wadelton to ratify and approve the Memorandum of Understanding between the County of Inyo and Inyo County Office of Education of Bishop, CA for the provision of Youth Development Services at middle and high schools in an amount not to exceed \$25,000.00 for the period of July 1, 2026, through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign. Motion carried unanimously.
<i>CAO-Public Works – Change in Authorized Strength</i>	Moved by Supervisor Roeser and seconded by Supervisor Griffiths to change the authorized strength in the Public Works Department in the Airport Division, by deleting 1 full-time Airport Technician at Grade 4-6 and adding 2 B-PAR positions at Grade 4-6, and direct staff to update the publicly available pay schedule accordingly. Motion carried unanimously.
<i>Public Comment III</i>	The Chairperson asked if there was anyone wishing to comment on items not included on the agenda and there was no one wishing to speak.
<i>Adjournment</i>	The Chairperson adjourned the meeting at 11:31 a.m. to 1:00 p.m. Tuesday, July 28, 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

DRAFT



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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

August 11, 2026

Reference ID:
2026-595

Correction to Minutes Regarding Behavioral Health Advisory Board Appointment

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Authorize staff to correct the minutes of the May 26, 2026 meeting, and the associated board order, so that the expiration date for the term to which Haley Carter was appointed is correctly stated as June 30, 2030.

BACKGROUND / SUMMARY / JUSTIFICATION:

On May 26, 2026, Ms. Hayley Carter was appointed to an expired term on the Behavioral Health Advisory Board (BHAB) ending June 30, 2029. However, the term ending date should actually be June 30, 2030.

Staff requests authorization to amend the May 26, 2026 minutes, and associated board order, so that they include the correct date.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to authorize the amendments. This is not recommended, however, as the BHAB terms need to be staggered in a specific way and the term expirations are tied to specific service categories on the board.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

HHS-Behavioral Health

STRATEGIC PLAN ALIGNMENT:

N/A

APPROVALS:

Darcy Israel

Created/Initiated - 07/28/2026

Darcy Israel
John Vallejo
David Fraser

Approved - 07/28/2026
Approved - 07/28/2026
Final Approval - 07/30/2026

ATTACHMENTS:



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

August 11, 2026

Reference ID:
2026-572

Medi-Cal County Inmate Program (MCIP) Agreement Health & Human Services - Health/Prevention ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the participation agreement between the County of Inyo and the California Department of Healthcare Services for participation in the Medi-Cal County Inmate Program (MCIP) in an amount not to exceed \$492.46 for the period of July 1, 2026 to June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign the Participation Agreement and the Administrative Services Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Medi-Cal County Inmate Program (MCIP) provides Medi-Cal coverage for eligible incarcerated individuals who receive inpatient care at a medical facility off the grounds of a correctional institution for an expected stay longer than 24 hours. Prior to MCIP, counties were responsible for the full cost of these hospitalizations. Although participation is voluntary, the program allows counties to avoid paying the federal share of inpatient costs, helping them reduce potentially catastrophic medical expenses funded through health realignment.

Under MCIP, when an incarcerated person is admitted as an inpatient, the hospital bills Medi-Cal as usual and receives payment. The Department of Health Care Services (DHCS) then submits quarterly invoices to the county where the individual is incarcerated to recover the non-federal portion of the cost. Federal Medicaid rules permit billing for inpatient services for incarcerated individuals, but states must establish a specific program to access this benefit. When DHCS launched MCIP, it had to ensure the program would be cost-neutral for the state. As a result, counties are responsible for paying the local and state share of Medi-Cal costs for these hospital stays. Because inpatient hospitalizations of incarcerated individuals are infrequent in Inyo County, estimating this share is challenging. For that reason, the agreement only includes the amount DHCS collects to administer the program; any actual non-federal share of costs for an inpatient stay would be paid according to Inyo County's purchasing policy.

Several divisions within Health and Human Services—including Health, Behavioral Health, and Employment and Eligibility—have created a coordinated case management system to identify qualifying hospitalizations, ensure timely completion of Medi-Cal applications, align dates of service and eligibility, and track services and costs. The Department has participated in MCIP for several years. The annual administrative fee for participation will not exceed \$492.46 over the next three years.

FISCAL IMPACT:

Funding	Non-General Fund / Health Realignment	Budget Unit	045100
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$151.77 for the period between July 1, 2026 and June 30, 2027

Future Fiscal Year Impacts

Up to \$163.75 for the period between July 1, 2027 and June 30, 2028. Up to \$177.00 for the period between July 1, 2028 and June 30, 2029

Additional Information

This agreement pertains to the annual administrative cost for participation in the Medi-Cal County Inmate Program with the Department of Health Care Services (DHCS). Inyo County is billed quarterly by DHCS for any non-federal share of cost that may be incurred. The estimated annual share of cost owed by the county is included in the FY26-27 045100 Health budget and is separate from the administrative costs detailed in this agreement.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this agreement and decline to voluntarily participate in the Medi-Cal County Inmate Program. This is not recommended, however, because voluntary participation in the program allows qualified inpatient hospital stays for persons who are incarcerated in Inyo County Jail to be billed to Medi-Cal rather than be paid directly from Public Health realignment or County General Fund.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Anna Scott	Created/Initiated - 07/20/2026
Darcy Israel	Approved - 07/20/2026
Anna Scott	Approved - 07/20/2026
Lyndsey Garrett	Approved - 07/21/2026
Amy Shepherd	Approved - 07/24/2026
Keri Oney	Approved - 07/24/2026
John Vallejo	Approved - 08/04/2026
David Fraser	Final Approval - 08/04/2026

ATTACHMENTS:

1. Inyo Medi-Cal County Inmate Program Participation Agreement
2. Inyo County Administrative Services Agreement
3. Business Associate Addendum

Medi-Cal County Inmate Program Participation Agreement 26-MCIPINYO-14
County: Inyo

County Name: Inyo

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) is to permit the County of Inyo (County) to voluntarily participate in the Medi-Cal County Inmate Program (MCIP) as a provider of acute inpatient hospital services and inpatient psychiatric services provided to juvenile inmates who are admitted as inpatients in a medical institution off the grounds of the correctional facility, and who, but for their institutional status as inmates, are otherwise eligible for Medi-Cal benefits. The mutual objective of the California Department of Health Care Services (DHCS) and the County is to improve access to the services needed. This PA sets out responsibilities relative to the County's participation in the MCIP.

ARTICLE II - AUTHORITY

This PA is authorized by Welfare and Institutions Code sections 14053.7, 14053.8, and Penal Code section 5072.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA is effective on July 1, 2026.
2. This PA will remain in effect until terminated by either party pursuant to and in accordance with the requirements and conditions set forth in this PA.
3. Termination Without Cause:

Either party may terminate this PA without cause and terminate the County's participation in MCIP by giving at least a 30-day prior written notification to the other party of the termination. Notice of termination shall result in the County's immediate withdrawal from MCIP effective on the termination date and exclusion from further participation in MCIP unless and until such time as the County's participation in MCIP is reinstated by DHCS. The County shall remain obligated to pay for the non-federal share of all MCIP services provided to the County.

4. Termination for Cause:
 - a. If the County fails to comply with any of the terms of this PA, DHCS may terminate this PA for cause effective immediately by providing written notice to the County's representative listed in Article IV below. Furthermore, DHCS may terminate this PA for cause if: (i) DHCS determines that the County does not meet the requirements for participation in MCIP; (ii) the County has not submitted a valid reimbursement claim; or (iii) the County is unable to certify that the claims are eligible for federal funds. Termination for cause will result in the County's immediate withdrawal and exclusion from further participation in the MCIP. The conviction of an employee, contractor, subcontractor, or authorized agent of the County, or of an employee or authorized agent of a contractor or subcontractor, of any felony or of a misdemeanor involving fraud,

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abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, contractor, subcontractor, or authorized agent, or employee or agent of a contractor or subcontractor, from participation in MCIP. Failure of the County to exclude a convicted individual from participation in MCIP shall constitute a breach of this PA for which DHCS may terminate this PA.

- b. DHCS may terminate this PA in the event that DHCS determines that the County, or any employee, contractor, subcontractor or authorized agent working with the County has violated the laws, regulations or rules governing MCIP.
- c. In cases where DHCS determines in its sole discretion that the health and welfare of Medi-Cal beneficiaries or the public is jeopardized by continuation of this PA, this PA shall be terminated effective on the date DHCS made such determination. After termination of the PA, any overpayments must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.
- d. This PA will terminate automatically upon the termination of the County's MCIP Administrative Service Agreement.

ARTICLE IV – PROJECT REPRESENTATIVES

Anna Scott, Director
1360 North Main Street, Suite 201
760.873.3305
ascott@inyocounty.us

Uma De Silva, Chief
County-Based Claiming and Inmate Services Section
Telephone: (916) 345-7934
Fax: (916) 324-0738
E-Mail: Uma.DeSilva@dhcs.ca.gov

Direct all inquiries and notices to:

Inmates Medi-Cal Claiming Unit
Local Governmental Financing Division
1501 Capitol Ave., MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-7895
E-Mail: DHCSIMCU@dhcs.ca.gov

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when delivered in writing to the project representatives identified above.

ARTICLE V – PAYMENT TERMS AND INVOICING

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County: Inyo

1. The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP services listed in Article VII, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, Government Code sections 26605.6, 26605.7, and 26605.8, and Penal Code 5072 within 60 days of receipt of an invoice from DHCS. DHCS shall submit an invoice to the County on a quarterly basis. The DHCS invoice shall specify both the total federally claimable cost and the nonfederal share of the total cost for payments DHCS made to providers. The DHCS invoice shall not contain, and the County shall not compensate DHCS for, MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process as outlined specifically for Designated Public Hospitals (DPHs). The County shall not reimburse DHCS for the nonfederal share of services as Certified Public Expenditures (CPEs) of DPHs.
2. In addition to the DHCS invoice, DHCS shall submit to the County a quarterly report containing information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed upon by the Parties.

If after comparing its owed nonfederal share to payments made by the County, the County determines it has overpaid DHCS, and the amount is undisputed by DHCS, DHCS shall refund the overpayment to the County within 180 days of receipt of an invoice containing the same information from the County. This refund may be made by offsetting the overpayment amount against the County's next quarterly payment due to DHCS.

3. DPHs in MCIP participating counties may submit claims and follow the CPE process which includes a pricing methodology established on an annual basis. These DPHs are paid using Federal Financial Participation (FFP) only.

ARTICLE VI – COUNTY RESPONSIBILITIES

1. Except as provided in subdivision f. of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS.
 - a. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by State and federal law to arrange for services for Medi-Cal beneficiaries. Such additional amounts shall be paid entirely with county funds and shall not be eligible for Social Security Act Title XIX FFP.
 - b. If DHCS pays the Medi-Cal provider more than what the County would have paid for services rendered, the County shall not request and receive the difference from the Medi-Cal provider.
 - c. If the County would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the County is obligated to reimburse DHCS for the nonfederal share of DHCS' full payment for the MCIP services.
 - d. In the event that FFP is unavailable for any MCIP service claimed pursuant to this PA, the County shall be solely responsible for arranging and paying for the MCIP service.

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County: Inyo

- e. If the Centers for Medicare & Medicaid Services (CMS) determine an overpayment has occurred, including the application of any federal payment limit that reduces the amount of FFP available, then DHCS shall seek the overpayment amount from the provider, return the collected FFP to CMS, and return the collected nonfederal share to the County. In the event DHCS cannot recover the overpayment from the Medi-Cal provider, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that Section 1903(d)(2)(D) of the Social Security Act is found not to apply.
 - f. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed through the CPE process.
2. If CMS determines DHCS claimed a higher Federal Medical Assistance Percentage (FMAP) rate than is allowed and FFP is reduced by CMS, then the County shall hold DHCS harmless for the return of the FFP to CMS.
 3. Upon the County's compliance with all applicable provisions in this PA and applicable State and federal laws, regulations and MCIP rules, the County may send its MCIP-eligible beneficiaries to Medi-Cal providers to receive MCIP services.
 4. The County understands and agrees that the overall nature of the medical facilities in which an inmate receives medical services must be one of community interaction such that members of the general public may be admitted to receive services and admission into the medical facility or into specific beds within the facility is not limited to individuals under the responsibility of a correctional facility, and that inmates are admitted to specific medical units, not based on their status as inmates of a correctional institution, but rather on their treatment needs and plan of care.
 5. Ensure that an appropriate audit trail exists within County records and accounting system(s) and maintain expenditure data as indicated in this PA.
 6. The County agrees to provide to DHCS or any federal or state department with monitoring, auditing or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and State statutes, rules and regulations, and this PA.
 7. In the event of any federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within 14 days of DHCS' request.
 8. The County shall assist with the completion and delivery of completed Medi-Cal applications to the County Welfare Department within 90 days after the date of admission of the beneficiary to a Medi-Cal provider off the grounds of the County correctional facility resulting in an expected stay of more than 24 hours.

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9. As a condition of participation in MCIP, and in recognition of revenue generated by MCIP, the County shall pay annual administrative costs directly to DHCS.
 - a. The annual administrative costs payment shall be used to pay DHCS' administrative costs associated with MCIP, including, but not limited to, claims processing, technical assistance, and monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.
 - b. The amount of the administrative costs shall be based upon the anticipated State salaries, benefits, operating expenses, and equipment necessary to administer MCIP and other costs related to administering the MCIP.
 - c. The County shall enter into a separate agreement with DHCS to reimburse DHCS for the administrative costs incurred by DHCS to administer MCIP.

ARTICLE VII – DHCS RESPONSIBILITIES

1. DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP eligible beneficiaries and seek FFP for these service claims. DHCS shall be responsible to pay such Medi-Cal providers only to the extent the County commits to reimburse DHCS for the nonfederal share of all federally reimbursable MCIP claims for which FFP is available and obtained by DHCS for the MCIP service claims.
2. DHCS shall maintain accounting records to a level of detail that identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific MCIP-eligible beneficiary treated, the MCIP-eligible beneficiaries aid code, and the specific provider billing.
3. DHCS shall submit claims in a timely manner to CMS to draw down FFP and shall distribute FFP for all eligible claims.
4. DHCS shall:
 - a. Ensure that an appropriate audit trail exists within DHCS' records and accounting system(s) and maintain expenditure data as indicated in this PA.
 - b. Designate a person to act as liaison with the County concerning issues arising under this PA. This person shall be identified to the County's contact person for this PA.
 - c. Provide a written response by email or mail to the County's contact person within 30 days of receiving a written request for information related to MCIP.
 - d. With each quarterly invoice, provide a paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible beneficiaries. This analysis shall be used to determine the amount of the nonfederal share that the County is obligated to pay under this PA.

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5. Should the services to be performed under this PA conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.
6. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relieve the County of the obligation to reimburse DHCS for MCIP services incurred by DHCS in connection with this PA for periods in which the County participated in MCIP.
7. DHCS agrees to provide to the County, or any federal or State department with monitoring, auditing or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.

ARTICLE VIII – FISCAL PROVISIONS

1. DHCS will invoice the County quarterly at the address indicated in Article IV. Each invoice shall include the agreement number and supporting documentation for the previous quarter's paid claims.
2. Counties are required to have an authorized county representative sign and submit the MCIP Certification and Hold Harmless to DHCS annually to ensure the County is providing efficient oversight of federal expenditures.

ARTICLE IX – BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for MCIP, this PA shall be of no further force and effect. In this event, the DHCS shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under the PA, and the County shall not be obligated to perform any provisions of this PA.
2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of MCIP, DHCS shall have the option to either cancel this PA, with no liability occurring to DHCS, or offer an amendment to the PA to the County to reflect the reduced amount.

ARTICLE X – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the County shall cooperate with DHCS in replying to and complying with any federal audit exception related to MCIP. The County shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The County shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand to DHCS.
2. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this PA, DHCS shall recoup from the Medi-Cal provider, upon written notice of 60 days after the completion of an audit or other examination that results in the discovery of an overpayment

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per Welfare and Institutions Code section 14172.5, amounts equal to the amount of the disallowance and interest in that state fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS.

ARTICLE XI – AMENDMENT

1. This PA and any exhibits attached hereto, along with the MCIP Administrative Agreement shall constitute the entire agreement among the parties regarding MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to MCIP and may be amended by the parties only by a written amendment to this PA.
2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

ARTICLE XII – GENERAL PROVISIONS

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by any person not a party to this PA.
2. The interpretation and performance of this PA shall be governed by the laws of the State of California. The venue shall lie only in counties in which the California Attorney General maintains an office.
3. DHCS and the County shall maintain and preserve all records relating to this PA for a period of three years from DHCS' receipt of the last payment of FFP or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this PA, or in State or federal law.
4. Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this PA, shall not be interpreted as a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.

ARTICLE XIII – INDEMNIFICATION

It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the County, its officers, employees, or agents.

ARTICLE XIV – AVOIDANCE OF CONFLICTS OF INTEREST

The County is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.1 (commencing with Welfare and

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Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

ARTICLE XV – CONFIDENTIALITY

The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; 22 California Code of Regulations, section 51009; and, the Business Associates Agreement hereby incorporated by reference.

ARTICLE XVI – ALTERNATIVE FORMATTING

1. The County assures the State that it complies with the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
2. County will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the ADA, which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

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Medi-Cal County Inmate Program Participation Agreement 26-MCIPINYO-14
County: Inyo

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

County Name: _____

Name of Authorized Representative

(Person legally authorized to bind contracts for the County)

Title of Authorized Representative

**Signature of Authorized
Representative**

Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative

Typed or Printed Name of the DHCS Authorized Representative

Typed or Printed Title of the DHCS Authorized Representative

Date

MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement is made and entered into on this 1st day of July, 2026, between the California Department of Health Care Services ("DHCS") and Inyo ("County," and together with DHCS, "Parties").

1. Intent of Agreement

This purpose of this Agreement for Reimbursement for Administrative Costs for the Medi-Cal Inmate Program (MCIP) is to reimburse DHCS for the administrative costs associated with the MCIP, as further described in Welfare & Institutions Code (WIC) sections 14053.7 and 14053.8, Penal Code section 5072, 42 U.S.C. section 1396d(a)(30)(a).

2. Parties

The parties to this Agreement are DHCS, the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to Welfare and Institutions Code section 14100.1, and the County of Inyo.

3. Authority

This Agreement is authorized by Welfare and Institutions Code sections 14053.7 and 14053.8 and Penal Code section 5072.

4. Term of the Agreement

The term of this Agreement shall be from July 1, 2026 through and including June 30, 2029 ("Contract Term").

5. Definitions

- A. "Certified Public Expenditure Process" or "CPE Process" means the process established for Medi-Cal under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal State Plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim Federal Financial Participation (FFP) for allowable expenditures.
- B. "Days" as used in this Agreement shall mean calendar days unless specified otherwise.

- C. "Demonstration Project" means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015 and any successor demonstration projects.
- D. "Designated Public Hospital" has the meaning set forth in the Demonstration Project, and codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and may be modified from time to time.
- E. "Inmate" as used in this Agreement means persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) "Juvenile Inmate," and Government Code sections 26605.6(a) "Prisoner," 26605.7(a) "Prisoner" and (d)(1) "Probationer," and 26605.8 "Prisoner" and "Probationer."
- F. "MCIP" or "Medi-Cal County Inmate Program" includes the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.
- G. "MCIP Administrative Services" means the administrative services provided by DHCS personnel for the administration of MCIP.
- H. "Medi-Cal provider" means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.
- I. State Fiscal Year (SFY) means July 1st of each calendar year through June 30th in the subsequent calendar year.

6. Maximum Payable Amount

The maximum payable amount that the County shall be obligated to pay for MCIP administrative services rendered under this Agreement shall not exceed its share of the non-federal share of DHCS' administrative costs and shall not exceed \$492.46, which shall be based on a methodology specified in Addendum A.

- A. The maximum payable amount shall be further subject to the allocated State Fiscal Year's (SFY's) annual limits not to exceed:

\$151.71 for July 1, 2026, through and including June 30, 2027

\$163.75 for July 1, 2027, through and including June 30, 2028

\$177.00 for July 1, 2028, through and including June 30, 2029

For future contract periods not covered under this Agreement, the maximum payable amount shall be determined through a new Agreement or an amendment to this Agreement.

7. Contact Persons

Any notice, request, demand, or other communication required or permitted hereunder, shall be deemed to be properly given when furnished in writing to the following:

A. In the case of the County to:

Anna Scott, Director
1360 North Main Street, Suite 201
760.873.3305
ascott@inyocounty.us

Or to such person or address as the County may furnish in writing to DHCS.

B. In the case of DHCS to:

California Department of Health Care Services
Local Governmental Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or to the County.

8. Payment Terms and Invoicing

A. General Terms

1. DHCS shall submit an annual invoice to the County for the County's apportioned share of the nonfederal share of the MCIP administrative services performed by DHCS during the period billed.
2. The County shall pay DHCS for the County's apportioned share of the non-federal share of MCIP administrative services performed by DHCS which shall be based on a methodology specified in Addendum A within 60 days of receipt of an invoice.

3. Failure by the County to timely pay DHCS shall constitute a material breach of this Agreement which, at DHCS' discretion, may result in termination of both this Agreement and the MCIP Evergreen Provider Agreement (PA) by DHCS. The County may cure such breach by rendering payment of the amount owed to DHCS three days prior to the termination of this Agreement or the PA.
4. The County shall not make payments for any invoice or portion thereof exceeding the respective maximum payable amount for the SFY invoiced. Payment for any MCIP administrative services performed by DHCS exceeding the respective maximum payable amount shall require an amendment to this Agreement. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate both the Agreement and the PA.
5. Payments shall be sent to DHCS at the following address, or such other address as may specify in writing:

California Department of Health Care Services
Local Governmental Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436

9. DHCS Responsibilities

A. MCIP Administrative Services

1. DHCS shall perform the services related to administering the MCIP described in Schedule A, attached hereto and incorporated by reference herein, or the purpose of claiming federal reimbursement for MCIP services. It is understood by both parties that the County shall perform all other administrative services not set forth in Schedule A.
2. DHCS shall maintain accounting records for personnel services at the level of detail as described in Schedule A. Additionally, these records shall identify any equipment utilized and all related operating expenses.
3. DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services performed by DHCS based on Addendum A. The annual invoice for reimbursement shall identify the following summarized categories of DHCS' costs for

the allocated SFY period billed: (i) salary, (ii) benefits, (iii) operating expenses, and (iv) total costs. Costs shall be multiplied by one (1) minus the Federal Medical Assistance Percentage (FMAP) applicable to such administrative costs subject to the limit on the amount reimbursable by the County. The maximum payable amount shall not exceed the County's apportioned share, which shall be based on the methodology specified in Addendum A.

B. General Responsibilities

1. Should the scope of work for this Agreement conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.
2. DHCS' cessation of any services due to federal Medicaid responsibilities does not relieve the County of the obligation to reimburse DHCS for administrative costs incurred by DHCS in connection with this Agreement for periods in which the County participated in MCIP.
3. DHCS agrees to provide to the County, or any federal or state department with monitoring, auditing or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, regulations, and this Agreement.

10. County Responsibilities

A. MCIP Administrative Services

1. As a condition of participation, the County accepts responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A.
2. The County shall reimburse DHCS its allotted portion of the nonfederal share of funding allocated for compensation, associated operating expenses, equipment, and travel costs for no more than 3.75 full-time equivalent (FTE) positions composed of: one-quarter (0.25) FTE Supervisor II, one-half (0.50) FTE Supervisor I, one (1) FTE Health Program Specialist I, one (1) FTE Analyst I/Analyst II, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement.
3. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its MCIP eligible beneficiaries.

B. General Responsibilities

1. Upon compliance with all applicable provisions of this Agreement and applicable laws, the County may send its MCIP eligible beneficiaries to Medi-Cal providers to receive MCIP services.
2. The County shall reimburse DHCS pursuant to Paragraph A with funds from the County's General Fund, or from any other funds allowed under federal law and regulation.
3. In the event of a federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days of DHCS' request.

11. Amendments

Amendments to this Agreement shall be considered binding on the Parties when made in writing and signed by the Parties to this Agreement, and, if required by State law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any changes made to the contact persons identified in Article 7 may be made by written communication, including e-mail, to the other contact person or persons and without formal amendment.

12. Termination and Agreement Disputes

- A. This Agreement may be terminated by either party upon written notice given at least 30 days prior to the termination date. Notice shall be addressed to the respective parties identified in Article 7. The County shall remain obligated to pay for all MCIP administrative costs incurred by DHCS for periods in which the County participated in the MCIP.
- B. This Agreement shall terminate upon cessation of the MCIP. The County shall remain obligated to pay for all of the County's apportioned share of MCIP administrative costs incurred by DHCS for periods in which the County participated in MCIP.
- C. Termination of this Agreement will automatically terminate the County's MCIP Evergreen PA.

13. General Provisions

- A. Approval. This Agreement is of no force or effect until signed by an authorized representative of both Parties.
- B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for

injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.

- C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 11, or it shall be terminated pursuant to Article 12.
- D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities of DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
 - 1. The Americans with Disabilities Act of 1990, as amended;
 - 2. Section 504 of the Rehabilitation Act of 1973, as amended;
 - 3. Title XIX of the Social Security Act;
 - 4. Welfare and Institutions Code section 14000 et seq.;
 - 5. Government Code section 53060;
 - 6. The California Medicaid State Plan;
 - 7. Applicable laws and regulations related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
 - 8. The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
 - 9. Government Code sections 26605.6, 26605.7, and 26605.8;
 - 10. Penal Code section 5072;

11. 42 Code of Federal Regulations; and,

12. Applicable sections of the California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for any action brought concerning this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

1. This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.

2. Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 control to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Assignment. No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of both Parties.

I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 13.D.

J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

- K. Third Party Beneficiaries. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.
- L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.
- M. Budget Contingency Clause. If funding associated with MCIP for any SFY is reduced by the State Budget Act, DHCS shall have the option to cancel this Agreement with no liability occurring to the State.
- N. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.
- O. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.
- P. Survival. All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the Parties to survive this Agreement, including but not limited to the County's obligation to reimburse DHCS for administrative services related to supplemental payments made during the Contract Term.
- Q. Contract Execution. Unless otherwise prohibited by law or either Parties' policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by both Parties.

The signatories to this Agreement represent and warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entity.

County of _____

Signature: _____

Name: _____

Title: _____

Date: _____

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contracts Section

Signature: _____

Name: _____

Title: _____

Date: _____

**SCHEDULE A
SCOPE OF WORK**

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)

DHCS agrees to:

1. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance services, including the indirect costs related to the MCIP program provided by its staff, which is in accordance with the provisions of Section 1903(w) of the Social Security Act and 42 Code of Federal Regulations, part 433, subpart B.
2. Lead the development, implementation, and administration of the MCIP.
3. Submit claims for Federal Financial Participation (FFP) based on Certified Public Expenditures (CPE) from participating MCIP counties.
4. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
5. Maintain accounting records to a level of detail that identifies the actual expenditures incurred for personnel services including salary or wages, benefits, and overhead costs for DHCS' staff. Additionally, these records will identify any equipment and all related operating expenses applicable to these positions. Records should include, but not be limited to general expense, rent and supplies for identified staff and managerial staff working specifically on services or assignments directly related to the MCIP.
6. Ensure that an appropriate audit trail exists within DHCS' records and accounting system and maintain expenditure data as indicated in this Agreement.
7. Designate a person to act as liaison with the County for issues arising from this Agreement. This person shall be identified to the County's contact person for this Agreement.
8. Provide a written response to the County's contact person within 30 days of receiving a written request for information related to the MCIP.
9. Provide the County with accounting, program technical assistance, and training related to the MCIP.
10. Maintain an invoice tracking system for MCIP and provide a report on an annual basis.

11. Establish an annual MCIP administrative cost based on Addendum A.
12. Invoice the County on an annual basis for administrative services and costs.

ADDENDUM A: MCIP Administrative Costs

The MCIP Administrative Contract is a three-year contract. At the beginning of each calendar year, counties have the opportunity to inform DHCS of their intent to continue participation in MCIP for the upcoming State Fiscal Year (SFY) by completing the MCIP Letter of Intent (LOI).

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. The nonfederal share of administrative costs allocated to each county is based on the following:

- 1) 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. *
- 2) 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. *

**Population data will be obtained from the California Department of Finance, Demographic Estimates*

To account for a cost-of-living adjustment on a yearly basis after the initial SFY of the current Agreement, DHCS will include a year over year growth factor of 8% to the maximum payable amount of the annual administrative cost for each subsequent SFY. DHCS will invoice participating counties for the nonfederal share of administrative costs annually after the close of the previous fiscal year based on actual administrative costs per the methodology above.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term “Agreement” as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the “parties.”
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.
 - 7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

- 9.1.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.1.2** Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
- 9.1.3** Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.
- 9.1.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.1.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Collaboration. The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. Compliance with DHCS Obligations. To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. Special Provision for SSA Data. If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx>

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 Complete Report. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 DHCS Contact Information. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

- 21.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

- 22.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

- 22.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or
- 22.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.

- 22.2 Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

- 23.1 Disclaimer.** DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. Amendment.

- 23.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

- 23.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

- 23.3 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

- 23.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

- 23.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

- 23.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.



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

August 11, 2026

Reference ID:
2026-529

Helix Environmental Planning, Inc. and Bonanza Peak Solar, LLC Contract Amendments No. 2

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Cynthia Draper, Assistant Planner

ITEM PRESENTED BY

Cynthia Draper, Assistant Planner

RECOMMENDED ACTION:

A) Approve Amendment No. 2 to the contract between the County of Inyo and Helix Environmental Planning, Inc., increasing the contract amount by \$15,000.00, for a total not to exceed \$80,550.00, and authorize the Chairperson to sign; and

B) Approve Amendment No. 2 to the contract between the County of Inyo and Bonanza Peak Solar, LLC, increasing the contract deposit from \$76,600.00 to \$91,600.00, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On May 27, 2025, your Board approved contracts between the County of Inyo and Helix Environmental Planning, Inc. and between the County of Inyo and Bonanza Peak Solar, LLC for environmental review and processing services associated with the Bonanza Peak Solar Project.

Amendment No. 2 to the contract between the County of Inyo and Helix Environmental Planning, Inc., increasing the contract amount by \$15,000.00, for a total not to exceed \$80,550.00, and Amendment No. 2 to the contract between the County of Inyo and Bonanza Peak Solar, LLC, increasing the contract deposit from \$76,600.00 to \$91,600.00.

The amendments are necessary to allow for completion of the ongoing CEQA review and associated project processing. All other terms and conditions of the agreements remain unchanged.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023800
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

The sole source has already been established under the project agreement.

Current Fiscal Year Impact

Up to \$15,000 for the period between August 2026 — December 2026 - FY26/27

Future Fiscal Year Impacts

N/A

Additional Information

The consultant services are funded through an established applicant EIR trust account. As invoices are processed, funds are transferred from the trust into the Planning budget and recognized in 023800-4819 (Services & Fees) to offset the corresponding expenditures in 023800-5265 (Professional & Special Services). Contingent upon the Board's approval of future budgets.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the amendment. This would limit the County's ability to complete the remaining work associated with the project and may delay project timelines

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Cynthia Draper	Created/Initiated - 07/27/2026
Darcy Israel	Approved - 07/27/2026
Amy Shepherd	Approved - 07/29/2026
Aaron Holmberg	Approved - 07/30/2026
Keri Oney	Approved - 07/31/2026
Eric Chilton	Approved - 07/31/2026
John Vallejo	Approved - 07/31/2026
David Fraser	Approved - 08/03/2026
Denelle Carrington	Final Approval - 08/04/2026

ATTACHMENTS:

1. Signed Amendment No. 2 Bonanza Peak Solar (7.10.2026)
2. Signed Amendment No. 2 Helix Environmental

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND BOANZA PEAK SOLAR, LLC FOR THE PROVISION OF
ENVIRONMENTAL REVIEW AND PROCESSING SERVICES**

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

COUNTY

APPLICANT

By: _____

By: Vitaly Lee

Dated: _____

Dated: 7/10/2026

APPROVED AS TO FORM AND LEGALITY:


Eric Chilton (Jul 13, 2026 15:48:35 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:


Aaron Holmberg (Jul 14, 2026 12:58:05 PDT)

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


Aaron Holmberg (Jul 15, 2026 08:15:02 PDT)
County Risk Manager

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN
THE COUNTY OF INYO AND HELIX ENVIRONMENTAL
PLANNING INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Helix Environmental Planning Inc. (hereinafter referred to as "Consultant") entered into that certain Agreement dated May 27, 2025, for the provision of Professional Services on County of Inyo Standard Contract No. 156 (the "Agreement"); and

WHEREAS, the parties entered into Amendment No. One to the Agreement, dated April 28, 2026 extending the term of the Agreement through May 31, 2027 and increasing the total contract amount from \$55,550.00 to \$65,550.00; and

WHEREAS, the County and Consultant now desire to further amend the Agreement to increase the total contract amount from \$65,550.00 to \$80,550.00, representing an increase of \$15,000.00 from the amount set forth in Amendment No. One; and

WHEREAS, the 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; and

WHEREAS, County and Consultant hereby agree to amend the Agreement as set forth below.

1. Amend Section 3(d) – LIMIT UPON AMOUNT PAYABLE UNDER AGREEMENT to increase the contract limit from \$65,550.00 to \$80,550.00.

<<<<<<<<<<<<<<CONTINUED ON FOLLOWING PAGE>>>>>>>>>>>>>>>>>>

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND HELIX ENVIRONMENTAL PLANNING INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

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

COUNTY

CONSULTANT

By: _____

By: Robert Edgerton

Dated: _____

Dated: 7/3/2026

APPROVED AS TO FORM AND LEGALITY:

[Signature]

Eric Chilton (Jul 16, 2026 11:02:28 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]

Amy Shepherd (Jul 20, 2026 10:01:49 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]

Aaron Holmberg (Jul 21, 2026 08:48:21 PDT)

County Risk Manager

June 22, 2026

Cathreen Richards
Planning Director
Inyo County Planning Department
168 N. Edwards Street
Independence, CA 93526
crichards@inyocounty.us

Subject: Change Order Request #2 to Provide CEQA Compliance Services for the Proposed Bonanza Peak Solar Project, Inyo County, CA.

Dear Director Richards:

HELIX Environmental Planning, Inc. (HELIX) is submitting this change order request #2 to our current Master Services Agreement (MSA) to provide California Environmental Quality Act (CEQA) compliance services for the proposed Bonanza Peak Solar Project (proposed project) located in the unincorporated community of Charleston View, Inyo County, CA. The project applicant is Bonanza Peak Solar, LLC. The project applicant proposes construction and operation of a solar photovoltaic (PV) power plant via lease agreement(s) on approximately 126 privately-owned parcels. The project would be sited within Inyo County's Charleston View Solar Energy Development Area (SEDA), an unincorporated area zoned for this use and analyzed as such by Inyo County for this purpose.

HELIX has been under contract with the County for the proposed project since May 27, 2025. CEQA review and processing for the proposed project has taken longer than anticipated; accordingly, we have reached the end of our previously authorized scope and budget and require additional authorization from the County to proceed with our listed services.

SCOPE OF SERVICES

Task 1: Continued CEQA Compliance Services and Attendance at Public Meetings

HELIX will continue to support the County with processing CEQA documentation for the proposed project. The project applicant has drafted, compiled, and submitted the majority of requested/required technical studies in support of the proposed project, but key pieces of information remain outstanding (e.g., final project design plans and impact acreage, etc.). Once all the remaining pieces of information have been submitted, HELIX will coordinate with the County to review and provide comment (as warranted) prior to finalizing the Initial Study/Addendum.

Deliverable: N/A

SCHEDULE

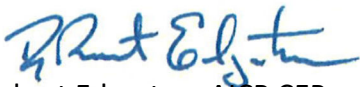
This change order is intended for HELIX attendance at two public hearings (a community outreach meeting at St. Therese Catholic Mission in June 2026 and either a Planning Commission or Board of Supervisor hearing in August/September 2026).

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX estimates our costs for Change Order #2 not to exceed \$15,000. As our current MSA is valued at \$65,550, authorization of this change order request will increase the contract budget to \$80,550. All work shall continue to be invoiced on a time-and-materials basis. Payment terms are assumed to be net 30 days.

We look forward to continuing our work with the County on this project. If you have any questions concerning this proposal, please call me at 916.709.2302.

Sincerely,



Robert Edgerton, AICP CEP
Principal



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

August 11, 2026

Reference ID:
2026-557

Bid Award for the Purchase of Recycling & Waste Management Roll-Off Truck

Public Works - Recycling & Waste Management

ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Richard Shore, Compliance and Project Manager

RECOMMENDED ACTION:

Declare McCandless Truck Center of Sparks, NV the successful bidder for a new roll-off truck and authorize a purchase order in the amount not to exceed \$209,589.59.

BACKGROUND / SUMMARY / JUSTIFICATION:

Recycling Waste Management utilized the OpenGov platform for the bid process for the purchase of a new roll-off truck. McCandless Truck Center submitted the lowest responsible bid at \$209,589.59. The other bids received were:

- Blue Angel Int'l of Berkely, CA; \$331,478
- Custom Truck One Source of Kansas City, MO; \$515,552.96
- One Nation of Volant, PA; \$284,541.89
- Western Truck Exchange of Los Angeles, CA: \$214,392.92

With the inclusion of Small Business Preference, Western Truck Exchange of Los Angeles would be the lowest bidder. Public Works carefully reviewed and considered the lowest bid. However, we are recommending the purchase of the truck from a vendor located closer to our operations. The proximity of the selected vendor provides significant advantages in terms of warranty support, routine service, and overall maintenance responsiveness.

Choosing a vendor with a nearby service location reduces equipment downtime, ensures faster turnaround for warranty repairs, and minimizes transportation costs associated with servicing the vehicle. These operational benefits provide long-term value that outweighs the initial cost savings of the lowest bid.

The roll-off truck is an essential piece of equipment for efficient operations at the County landfills. It is used daily to transport waste and recycling containers between collection sites, transfer stations, and disposal areas. The truck provides the flexibility needed to move multiple container types safely and efficiently, helping staff maintain proper waste flow and ensuring compliance with state and local disposal requirements.

A reliable roll-off truck also reduces downtime, improves operational safety, and supports the timely

handling of waste during peak periods or emergency situations. Replacing the aging unit currently in service will lower maintenance costs, increase dependability, and ensure that landfill operations can continue without disruption. For these reasons, acquiring a new roll-off truck is necessary to maintain consistent, safe, and cost-effective landfill operations.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?	Yes	Object Code	5650
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$209,589.59 for the fiscal year 2026/2027. This amount is included in the preliminary budget.

Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to award this to the lowest bidder. However, this is not recommended due to the need for the roll-off truck for the landfills.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services | High-Quality County Government Services

High-Quality Services | Improved County Facilities

APPROVALS:

Teresa Elliott	Created/Initiated - 07/15/2026
Darcy Israel	Approved - 07/16/2026
Teresa Elliott	Approved - 07/16/2026
Breanne Nelums	Approved - 07/20/2026
Denelle Carrington	Approved - 07/22/2026
Amy Shepherd	Approved - 07/22/2026
Keri Oney	Approved - 07/24/2026
John Vallejo	Approved - 07/24/2026
David Fraser	Final Approval - 07/27/2026

ATTACHMENTS:

1. Roll off Truck Bid Results

SOLID WASTE ROLL OFF TRUCK BID RESULTS

Budget \$282,000

VENDOR	MAKE MODEL	BASE PRICE	DELIVERY FEE	small business credit	Delivery time	TOTAL
1 Blue Angel Int'l Berkeley, CA	T880 Series Conventional Cummins x15	\$329,878.00	\$1,600.00		124 days	\$331,478.00
				\$0.05		\$314,904.10
2 Custom Truck One Source Kansas City, MO	Freightliner M2106 Spartan Peterbilt	\$509,802.96	\$5,750.00		1-5 days	\$515,552.96
3 McCandless Truck Center Sparks NV	2027 International Cummins L9	\$208,089.59	\$1,500.00		150 days	\$209,589.59
4 One Nation Distr Volant PA	2027 Freightliner	\$284,541.89	\$0.00		90 days	\$284,541.89
5 Western Truck Exchange Los Angeles, CA	International Cummins	\$213,842.92	\$550.00		150-240 days	\$214,392.92
			Small business prefere	\$0.05		\$203,637.21



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

August 11, 2026

Reference ID:
2026-554

Horseshoe Meadows Slide Repair Consultant Contract Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

ITEM PRESENTED BY

Shannon Platt, Deputy Public Works Director - Roads

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Consor North America, Inc. of Rancho Cordova, CA for the provision of Engineering Services in an amount not to exceed \$399,600.00 for the period of August 11, 2026 through June 29, 2027, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Approximately 436 linear feet of Horseshoe Meadows Road is currently damaged due to a landslide. In November 2025, Inyo County Public Works released a Request for Proposals (RFP) for engineering, design, and environmental services to evaluate the damaged road and provide plans, specifications and environmental services to repair the damaged section of the road. Three (3) firms responded to the RFP: Civil Solutions Associates, Inc., Consor North America, Inc., and MNS Engineers, Inc.

Four (4) Public Works employees reviewed and scored each of the respondents' submittals. Consor North America, Inc. scored the highest by each of the evaluators.

FISCAL IMPACT:

Funding Source	Non-General Fund (RMRA - Road Fund)	Budget Unit	034600
Budgeted?	Yes	Object Code	5700
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$399,600 for the period between August 11, 2026 and June 29, 2027

Future Fiscal Year Impact

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award this contract. This is not recommended as re-advertising this Request for Proposals is unlikely to receive a response from a more qualified entity.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning

Thriving Communities | Community-Supporting Infrastructure Improvements

Thriving Communities | Enhanced Transportation Services

High-Quality Services | High-Quality County Government Services

High-Quality Services | Improved County Facilities

High-Quality Services | Public Safety and Emergency Response

APPROVALS:

Travis Dean	Created/Initiated - 07/30/2026
Darcy Israel	Approved - 07/30/2026
Travis Dean	Approved - 07/30/2026
Breanne Nelums	Approved - 07/30/2026
Shannon Platt	Approved - 07/30/2026
Amy Shepherd	Approved - 08/04/2026
Keri Oney	Approved - 08/04/2026
John Vallejo	Approved - 08/04/2026
David Fraser	Final Approval - 08/04/2026

ATTACHMENTS:

1. Horseshoe Meadows Contract

AGREEMENT BETWEEN COUNTY OF INYO

AND Conсор North America, Inc.

FOR THE PROVISION OF Horseshoe Meadows Slide Repair Project RFP

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Conсор North America, Inc. (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in **Attachment A ("Scope of Work")**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Public Works Deputy Director, Shannon Platt, or their designee. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have need for such services or work during the term of this Agreement.

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

2. TERM

The term of this Agreement shall be from Tuesday, August 11, 2026 to Tuesday, June 29, 2027 unless sooner terminated as provided below.

3. CONSIDERATION

- A. Compensation. County shall pay to Contractor in accordance with **Attachment B ("Schedule of Fees")** attached hereto and by reference incorporated herein, for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.

- B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$399,600.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- D. Federal and State taxes.
 - i. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
 - ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
 - iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
 - iv. The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. **WORK SCHEDULE**

Contractor's obligation is to perform, in a timely manner, those services and work identified in the **Scope of Work** which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange

his/her own schedule but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, 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. PREVAILING WAGE

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

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the

Scope of Work. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

8. COUNTY PROPERTY

- A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.
- B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

9. MINIMUM INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

9.1. 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.

9.2. Automobile Liability

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

9.3. 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.

9.4. Professional Liability (Errors and Omissions)

Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

9.5. Broader Coverage

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

9.6. OTHER INSURANCE PROVISIONS

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

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

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Waiver of Subrogation: Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of

the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNITY

Pursuant to the full language of California Civil Code §2782, design professional agrees to indemnify, including the cost to defend, Inyo County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of Inyo County; and does not apply to any passive negligence of Inyo County unless caused at least in part by the design professional. Inyo County agrees that in no event shall the cost to defend charged to the design professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

12. RECORDS AND AUDIT

- A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.
- B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by

Contractor. Further, County has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

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

The parties to this Agreement agree that all federally funded purchases shall follow federal procurement requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR section 200 *et. seq.*). Contractor agrees to adhere to all applicable Federal, State, and local laws and regulations in Contractor's performance of this Agreement.

14. CANCELLATION

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

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

19. CONFLICTS

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

20. POST AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

23. AMENDMENT

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

24. NOTICE

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

County of Inyo:

Public Works
168 N. Edwards Street Independence CA, 93526

Contractor:

Conсор North America, Inc.
2868 Prospect Park Drive, Suite 250, Rancho Cordova, CA 95670

25. 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.

For Inyo County

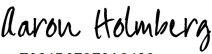
Signed by:

DB92A4FA96C1495...
SIGNATURE

John Vallejo
FULL NAME

7/28/2026
DATE SIGNED

County Counsel
TITLE

Signed by:

E921B073F8A2426...
SIGNATURE

Aaron Holmberg
FULL NAME

7/30/2026
DATE SIGNED

Risk Manager

TITLE
Signed by:

3094C2B4A2DB49F...
SIGNATURE

on behalf of Amy Shepherd
FULL NAME

7/30/2026
DATE SIGNED

Auditor-Controller
TITLE

SIGNATURE

Trina Orrill
FULL NAME

DATE SIGNED

Board Chairperson
TITLE

For Contractor

DocuSigned by:

A4462E9A1E784EC...
SIGNATURE

Jason Jurens
FULL NAME

8/2/2026
DATE SIGNED

Regional Manager
TITLE

Exhibits List

A - Horseshoe Meadow Slide Repair - Scope of Work

B - Horseshoe Meadows Road Slide Repair - Schedule of Fees

Exhibit A

Horseshoe Meadow Slide Repair - Scope of Work

Detailed Scope of Services

Consultant shall provide engineering services to Inyo County Public Works Department (County) for the Horseshoe Meadows Road slide repair, according to the tasks listed below in Phase 1, Phase 2, and Phase 3. The following is a description of the site:

Horseshoe Meadows Road is a two-lane paved facility located off Whitney Portal Road, southwest of the town of Lone Pine, CA. The corridor winds through mountainous terrain providing access to extensive trail networks and wilderness preservations. The project site is roughly 13 miles south of Whitney Portal Road, and approximate coordinates of the slide location are: 36°29'5.66"N, 118°06'9.47"W. The repair includes the stabilization of the slope along approximately 436 feet of damaged road and slope protection on the lower slope of the slide area.

This scope of work is broken into three phases: Preliminary Engineering, Final Design and Construction Support. This scope is based on our experience with similar projects and on the description of services outlined in the Request for Proposal (RFP). Each task within the scope has an associated sub-task to identify efforts related to each site and track budget expended.

Our Detailed Scope of Services for this project is as follows:

Phase 1 – Project Scoping and Preliminary Engineering

The goal of this phase is to collect the information necessary to clearly define the best fit build options for the project. This work includes defining the site topography, geotechnical investigations and considerations, design criteria, repair alternatives investigation and type selection, and environmental technical studies.

Task 1 – Project Initiation and Management

Task 1.1 - Kick-Off Meeting

Consultant shall coordinate and attend a kick-off meeting in the field at the project site to bring all stakeholders into alignment, including the County and the Team. This meeting will also include a discussion of the project background, scope, funding, anticipated repair solutions, impacts, and project schedule.

Consultant shall provide a sign-in sheet, meeting agenda, and any other documents pertinent to the meeting. Consultant shall draft meeting notes afterwards for circulation amongst the attendees.

Task 1.2 - Project Management

Consultant's project manager will coordinate between all Team members to monitor and ensure progress, ensure adherence to the project schedule, ensure the proper resources are assigned to the project, and communicate regularly with Consultant's team and the County. Monthly invoices will be reviewed and sent to the County with a progress report on that month's work. This scope does not include obtaining rights of entry onto properties outside the County right-of-way.

Task 1.3 - Establish and Maintain Project Schedule

Consultant shall develop a Microsoft Project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with the County throughout project development as appropriate. The County will be notified immediately of any problems that may adversely impact the project schedule.

Task 1.4 - Progress Meetings

Consultant shall work with the County to schedule and attend meetings, prepare agenda items, and compile project meeting minutes for distribution. The Consultant plans on up to 12 phone conference meetings with the County throughout the design phase of the contract. Formal meeting notes will be documented and distributed for all the meetings.

Task 1.5 – USFS Coordination

The surrounding parcel at the project site is owned by United States Forest Service (USFS). The Consultant will participate in USFS coordination meetings as necessary. It is assumed up to three (3) virtual meetings for coordination with USFS may be required. We understand that right of way (ROW) issues are not expected. If coordination with the USFS becomes substantial and/or if ROW acquisition is required, it will be addressed through a contract amendment.

Task 1 Deliverables

- Project Management
- Kickoff Meeting
- Schedule
- Monthly Progress/Milestone Meetings
- USFS Coordination Meetings

Task 2 – Topographical and Boundary Surveys (by County)

It is mutually understood that the County shall provide topographic survey and boundary data. The topographic survey and boundary data will be provided as a CAD file in the .dwg/.dgn format.

Task 2 Assumptions

- Preliminary design will be based on the topographic survey previously provided by BEAR Engineering, Inc. dated October 2022. Supplemental survey to verify the damage extents and to support the extent of the preferred repair alternative will be provided after preliminary design is completed.

Task 3– Geotechnical Investigations

It is mutually understood the work outlined in the section will be performed by Yeh and Associates, Inc., a Subconsultant. Consultant shall coordinate with Subconsultant prior to the field work and throughout the development of the project.

Task 3.1 – Coordination and Data Collection

Consult with Consor and the County to initiate the project, collect background information that may be pertinent to the geotechnical evaluation, coordinate site access, define a schedule for field exploration activities, and review the scope and schedule for geotechnical services. It is assumed that site access and any permits required for the work will be provided by the County.

Prepare a health and safety plan for our work, visit the site to mark the locations of the explorations, and contact Underground Services Alert (USA) to contact utilities and review the locations prior to beginning the field exploration program, obtain a no-cost encroachment permit from Inyo County Public works for the drilling, obtain Inyo County well permits for borings more than 25 feet deep, and coordinate a water source for the drilling. Yeh will not be responsible for damage resulting from encountering unmarked or mismarked utilities during field exploration.

Task 3.2 – Field Exploration

Use a 2-person team and rope access to collect cross section data to compare with existing topo and survey data during this site visit. Collect data to check the slide limits, head scarp geometry, undermining at the pavement, and observe rock outcrops to collect structural discontinuity measurements along predominant rock joints and discontinuities.

Perform a three-day field exploration program to drill three holes to depths of approximately 50 feet below the ground surface or 30 feet into rock. Borings will be drilled using a truck-mounted-rig equipped for rotary wash drilling and rock coring. Sample the borings at typical 5-foot intervals by driving 2-inch or 3-inch split barrel samplers using Standard Penetration Test protocols and by taking cuttings from the auger flights. Once competent rock is encountered, use rock coring to advance the boring to the target depth. Abandon the borings by filling them with bentonite-cement grout in accordance with permit requirements. Spread excess cuttings out adjacent to the borings. Drum wet cuttings and remove for offsite disposal. Patch borings in pavement areas with hand mix, rapid set concrete colored black.

Assumption:

- It is assumed that field explorations will be performed while Horseshoe Meadows Road is accessible to traffic, and that traffic control that includes a lane closure and flaggers will be required. If field

explorations are required to be performed when Horseshoe Meadows Road is inaccessible to traffic, the County will provide access to the site that could include access through a locked gate, plowing and sanding the road, and clearing snow from the pullouts that will be used as boring locations.

Task 3.3 – Laboratory Testing

Review samples and field data, schedule and conduct laboratory tests on selected samples recovered from the borings for compaction, unit weight, moisture content, soil classification, grain size, expansion, strength, corrosivity and R-value. The types and number of tests will be assigned based on the subsurface conditions encountered.

Task 3.4 – Preliminary Recommendations

Consult with Consor and the County to obtain input and considerations regarding constraints, or goals for the repair of the rockslide. Prepare and submit a *Geotechnical Memorandum* summarizing the subsurface conditions encountered, key geotechnical considerations for the design and construction of the repairs, and at least three repair alternatives for stabilizing Horseshoe Meadow Road within the project limits and restoring the shoulder on the downhill side of the road. Graphics will show a typical section for the existing slope condition, and one for each alternative discussed. Recommend a preferred alternative for design based on geotechnical considerations and the information provided. Meet with the County and Consor to review the alternatives, obtain comments and select an alternative for design.

Task 3.5 – Draft and Final Geotechnical Report

Compile and organize the data collected, perform calculations and geotechnical analyses, and prepare a *Geotechnical Report* for design of the improvements. Submit a draft of the report in portable document format (pdf) for review by the design team. Prepare the report and perform analyses in general accordance with Caltrans guidelines and for use with the AASHTO *LRFD Bridge Design Specifications* and Caltrans amendments. Provide a discussion of the subsurface conditions encountered, maps showing the site location and boring locations, an interpreted subsurface profile, boring logs, and laboratory test results. The report will provide geotechnical recommendations and considerations regarding:

- Geologic setting;
- Soil and groundwater conditions encountered;
- Seismic data for use with Caltrans design standards;
- Liquefaction potential of the soil encountered;
- Fill placement, compaction, and allowable slopes for grading;
- Material specifications for compacted fill, imported fill, geosynthetics and other materials that may be recommended in the report;
- Suitability of the soil encountered for reuse as compacted fill, select wall backfill material, or trench backfill, as well as reuse of on-site granitic rocks for armoring or rock slope protection;
- Expansive soil;
- Surface drainage and erosion;
- Site preparation and grading, overexcavation, and subgrade stabilization;
- Design of retaining walls and foundations for selected alternative that may include:
- Allowable bearing resistance, minimum footing widths and depths, resistance to lateral loads from passive resistance and friction, and settlement under static and seismic loads for design of shallow foundations;

- Allowable axial resistance, lateral resistance, minimum pile diameter and embedment, settlement and rock socket depth for design of cast-in-drilled hole pile foundations;
- Estimated bond resistance, minimum hole diameter, grouting, testing, and minimum free length of ground anchors or tiebacks for the design of anchored retaining walls; and
- Minimum base widths, allowable bearing resistance, reinforcement lengths and spacings, settlement, drainage and backfill for the design of mechanically stabilized earth retaining walls, geosynthetic reinforced slopes, or rock buttresses.
- Lateral earth pressures and foundation design considerations for retaining wall design;
- Structural section thicknesses for replacement of the existing pavement based on traffic loading conditions and thicknesses obtained from measurements in borings;
- Slope protection on the lower slope of the rockslide relative to protection from rockfall and erosion on the road below, and relative to other locations on Horseshoe Meadows Road:
 1. Consider catchment of rockfall relative to the use of scaling to remove loose rocks and debris, and providing a clean ditch of adequate width and dimensions to contain rockfall and reduce impacts to the travel way based on estimated rock sizes, slope height and inclination; and
 2. Consider use of rockfall barriers or slope drapery to contain rockfall, if needed.
- Suggested detail and material requirements for the trench subgrade, bedding, pipe zone, and backfill for buried utilities and pipes;
- Corrosion test data; and
- Construction considerations for foundations, excavations, grading and observation.

Prepare a Log of Test Borings sheet for inclusion in the project plan set for the retaining wall. The plan will show the bridge layout, the boring location for the wall, and a profile with the boring logs in accordance with Caltrans Formats. The plan can be prepared on the County border if requested.

Incorporate review comments from the draft report submittal and prepare the final *Geotechnical Report* for the project. Submit final report in portable document file (pdf) format. It is not anticipated that the final report would incorporate evaluating additional field exploration, alternatives, information, or recommendations for improvements that are not described in this proposal.

Review project plans and specifications to evaluate whether the geotechnical recommendations have been incorporated into the construction documents and provide consultation and input to preparation of geotechnical-related specifications and plan sheets. Submit comments by email. Review the revised final plans to confirm comments have been adequately addressed. Issue a letter or email confirming that the construction plans have been prepared in general accordance with the *Geotechnical Report*.

Task 3 Deliverables

- Geotechnical Memorandum
- Draft and Final Geotechnical Report

Task 4 – Preliminary Engineering Services

Task 4.1 - Plan Coordination

Consultant shall establish a design criteria memorandum to establish the critical project constraints. Consultant shall coordinate with the County and necessary stakeholders regarding issues affecting the final design such as

right-of-way, environmental, economic and safety issues, construction duration, and anticipated design exceptions (if any). It is understood that partial closures may be allowed to facilitate construction operations, and there are no existing utilities or future utilities that will affect the design.

Task 4.2 - Type Selection Memorandum

Consultant shall evaluate (2) repair alternatives for the site and prepare (1) Type Selection Memo that summarizes the findings and presents Consultant's recommendations. The memo will evaluate each alternative based on the following criteria: public safety, environmental concerns, geotechnical recommendations, right of way, economics, constructability, and construction duration. An "Engineer's Opinion of Probable Construction Cost" will be prepared and will include appropriate contingency factors for this level of design. The Type Selection Memo and Preliminary Cost Estimates will be submitted to the County for review and approval, and will become the basis for Final Design of the project.

Task 4.3 - Geometric Approval Drawings (35% Plans)

Preliminary plans, including Typical Cross Sections, Plan, and Profile (Geometric Approval), and a General Plan of the proposed slide repair will be prepared for one alternative and will become the basis for final design. Depending on the final site information, geotechnical report, and the preliminary environmental findings, the Team will refine the preliminary alternative as needed.

In order to fast-track this project, after the 35% design plans are approved, Consultant will be able to proceed directly to Final Design if requested by the County.

Task 4 Deliverables

- Basis of Design
- Preliminary Cost Estimates
- Type Selection Memorandum
- 35% Plans

Task 5 – Environmental Studies

It is mutually understood the work outlined in the section will be performed by Panorama Environmental, a Subconsultant. Consultant shall coordinate with Subconsultant prior to the field work and throughout the development of the project.

Task 5.1 – Meeting and Coordination

This task includes staff time to attend a kickoff meeting, up to four biweekly meetings (assumed to be 30 minutes), and one coordination meeting with USFS staff to discuss the project and identify any environmental documents that they require for the project. Panorama assumes all meetings will be held virtually.

Task 5.2 – Biological Resources Evaluation

Panorama's biologist will complete a Biological Resources Evaluation of the biological study area, which will be developed to include the immediate impact area and a small buffer to account for indirect impacts. The evaluation will include a desktop literature review and field assessment. The purpose of the evaluation is to determine if sensitive plants, wildlife, or habitats occur within the project area and could be impacted by the project. Panorama will prepare a Biological Resources Evaluation Memorandum documenting the results of the literature review and field assessment. Avoidance measures, if necessary, will be identified to ensure that road repairs do not result in significant impacts to biological resources. Spatial data (GIS shapefiles and/or Google Earth KMZ files) will be provided for all sensitive resources within the biological study area.

Task 5.3 – Documentation to Support CEQA Exemption

Based on preliminary research and Panorama's understanding of the road repair activities, the project is anticipated to be eligible for a Class I or Class 2 CEQA Exemption; however, the project may be excluded from use of a CEQA Exemption if any of the CEQA Guidelines §15300.2 exception criteria are triggered:

- Sensitive environments
- Cumulative impacts

- Significant effects due to unusual circumstances
- Scenic resources within a designated scenic highway
- Historic resource impacts
- Hazardous waste site proximity

Panorama will conduct a brief analysis of each criteria above and document all findings, referencing supporting technical studies, in a CEQA Screening Memorandum. It is anticipated that the project will not trigger any exception criteria and a CEQA Exemption will apply. Panorama will prepare a Notice of Exemption and attach it to the CEQA Screening Memorandum for the County to review.

Panorama will address one round of comment on the Notice of Exemption and CEQA Screening Memorandum before providing a final copy to the County to file at the State Clearinghouse.

Task 5 Assumptions

- Since all project activities are anticipated to occur within the maintained road prism, where road maintenance routinely occurs, the potential for biological and cultural resources is very low. Cultural resources documentation is not anticipated to be necessary unless US Forest Service requests documentation. The scope of services for cultural resources documentation can be provided and defined in a contract amendment at the time of the County's request.
- At this time, permits for dredge and fill of waters of the State or water of the United States are not anticipated because no defined bed, bank, or channel, or riparian or wetland vegetation appear to be present on aerial imagery or photographs of the slide area. Panorama previously mapped surface waters along the entirety of Horseshoe Meadow Road for an emergency road reopening project in 2014. The project location included in this proposed slide repair project was not mapped as a surface water. This condition would be confirmed by the biological reconnaissance survey, which would document any sensitive habitat, including surface waters within the study area.

Task 5 Deliverables

- Biological Resources Evaluation Memorandum
- Spatial Data (GIS shapefile and/or Google Earth KMZ)
- CEQA Screening Memorandum (Draft and Final)
- Notice of Exemption (Draft and Final)

Phase 2 – Final Design

Final Design will be authorized after the County has reviewed and approved the Type Selection Memorandum.

Task 6 – Final Design

Task 6.1 - 60% Design

Task 6.1.1 - Retaining Wall Design

Anticipated repair alternatives are based on preliminary assessment of the site and discussions with the project geotechnical engineer. Repair alternatives may include a tieback soldier pile wall or MSE wall. For this task, it is assumed a tieback soldier pile retaining wall alternative will be the recommended repair. Retaining wall design will be performed in accordance with "AASHTO LRFD Bridge Design Specifications" with the latest Caltrans Amendments and other Caltrans design manuals. Design will be based on the "Load and Resistance Factor Design" method.

Task 6.1.2- Approach Roadway Design

The final roadway design will be performed in accordance with the design criteria established in Task 4. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. All required environmental mitigation plans, specifications, and estimates will be completed by the Consultant for inclusion with the PS&E package.

Task 6.1.3 - Prepare 60% Plans

Plan sheets will be prepared in English using Consultant's drafting standards. All plans will be signed by the civil

engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual when final design is completed. The PS&E is anticipated to contain the following plan sheets, pending the selected preferred repair alternative:

- Title Sheet
- Typical Cross Sections
- Layout
- Profile & Superelevation Diagram
- Erosion Control Plan
- Contour Grading
- Drainage Plan & Profile
- Drainage Details
- Construction Area Signs
- Quantities Sheet
- Retaining Wall General Plan (Total 2)
- Retaining Wall Details Sheets (Total 2)
- Log of Test Borings Sheets

Task 6.2 – 90% PS&E

Task 6.2.1 - Independent Design Check

An independent check of the design will be performed. This involves a completely independent analysis of the project using the plans by an engineer that has not been previously involved in the design. This is a big part of the Consultant's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised. Independent check comments are summarized, and resolutions are documented.

Task 6.2.2 - Construction Quantities & Estimate

At this time, quantities will be prepared along with an estimate of probable construction costs. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items. The estimate will show quantities and costs as well as a project cost summary. The previously prepared preliminary quantities will be updated to final construction quantities, and the Team's estimate of construction costs will be updated.

Task 6.2.3 - Specifications

Project technical specifications will be developed based on Caltrans *2026 Standard Specifications and Standard Plans*. Consultant shall produce the technical special provisions based on Caltrans "Standard Special Provisions" (SSP) templates. A full Project Specification Package including Notice to Bidders, bid book, County specific Special Provisions based on County "Boiler Plates" and Caltrans Revised Standard Specifications will be developed. A construction (working days) schedule will be developed to determine the number of working days for the construction contract.

The project technical specifications will be initially submitted with the 95% draft PS&E for County review and comment. The County comments will be summarized by Consultant in a comment resolution table with every comment reviewed and addressed with a written response. Based upon agreement of the responses between the County and the Consultant, the specifications will be revised.

Task 6.2.4 - Submittal of 90% PS&E

The plans, specifications, and estimate, along with wall design, check, and quantity calculations, will be submitted to the County at the 90% completion stage.

Task 6.3- Final PS&E

Task 6.3.1 - Quality Assurance & Quality Control

As an integral part of the Consultant's QA/QC Program, a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the federal program requirements. The review will include comparing each plan sheet for conflicts or inconsistencies, and to

ensure that the final design is in accordance with all environmental documents, permit requirements, and geotechnical recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Task 6.3.2 - Submittal of Final (100%) PS&E

Upon receiving review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved via telephone as necessary. Appropriate modifications will be made to the plans, specifications, and estimate.

Consultant shall furnish the final PS&E package in full and half-sized plans (pdf format) as well as hard copies and electronic files (MS Word format) of the special provisions.

Task 6 Deliverables

- 65% Project Plans
- Independent Design Check Resolution Matrix
- 90% PS&E
- Final PS&E
- Construction Quantities
- QA/QC Review
- Design Exception Fact Sheet (Optional)
- Stamped Retaining Wall Calculations (Optional)

Phase 3 – Construction Support

Task 7 – Construction Services (Optional Task)

It is mutually understood that the Consultant shall be available, if requested by the County, to provide construction services such as reviewing contractor submittals, assist in responding to Request for Information (RFI), and preparing and/or reviewing change orders. The scope of services for this task and level of effort will be defined in a contract amendment at the time of the County's request.

Exhibit B

Horseshoe Meadows Road Slide Repair - Schedule of Fees

Horseshoe Meadows Road Slide Repair

Date: 7/2/2026

Consor North America, Inc.

Direct Labor:	\$255,880.00
Estimated Salary Increases for Multi-Year Project	\$12,792.60
Subtotal	\$268,672.60
Overhead (0.000):	\$0.00
A.	\$268,672.60

Subconsultant Costs:

Yeh & Associates	\$123,155.00
Panorama Environmental	\$6,975.03
B. Subconsultant Subtotal	\$130,130.03

Other Direct Costs:

Travel (@ active IRS mileage rate)	664 miles @	\$0.725	\$481.40
Pier Diem/ Hotel	2 days @	\$142.000	\$284.00
Equipment Rental and Supplies	0 \$0.00	\$0.000	\$0.00
Permit Fees	0 @	\$0.000	\$0.00
Vendor Reproduction			
	Vellum	0 @ \$	- \$0.00
	8 1/2 X 11 Reproduction	0 @ \$	- \$0.00
	11 X 17 Reproduction	0 @ \$	- \$0.00
	Mounting Boards for Presentations	0 @ \$	- \$0.00
	Newsletters (Translation and printing)	0 @ \$	- \$0.00
	<i>Subtotal Vendor Reproduction</i>		\$0.00
Title Report	0 @ \$	-	\$0.00
Miscellaneous	1 @ \$	31.97	\$31.97

C. Other Direct Cost Subtotal: \$797.37

A. =	\$268,672.60
Fixed Fee (0.0%):	\$0.00
Subconsultant Subtotal B. =	\$130,130.03
Fixed Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$797.37
Fixed Fee (0.0%):	\$0.00

TOTAL = \$399,600.00

Agreed Rates Used

Agreed Rates Used

c) Total Direct Labor Costs [(a) + (b)] \$ 268,672.60

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	664	Miles	\$ 0.725	\$ 481.40
Per Diem/Hotel	2	Day	\$ 142.00	\$ 284.00
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees		EA	\$ -	\$ -
Vendor Reproduction				\$ -
Vellum		EA		\$ -
8 1/2 X 11 Reproduction		EA		\$ -
11 X 17 Reproduction		EA		\$ -
Mounting Boards for Presentations		EA		\$ -
Newsletters (Translation and printing)		EA		\$ -
Title Report		EA		\$ -
Miscellaneous	1		\$ 31.97	\$ 31.97

l) TOTAL OTHER DIRECT COSTS \$ 797.37

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Yeh & Associates	\$ 123,155.00
Panorama Environmental	\$ 6,975.03
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ 130,130.03

n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 130,927.40

TOTAL COST [(c) + (j) + (k) + (n)] \$ 399,600.00

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.
- Anticipated salary increases calculation (page 2) must accompany.
- "Range" shown for initial salary at time of cost submittal. This is subject to escalation.
- Employees considered "Non-Exempt" are marked with a "#" and are eligible for overtime (1.5X for overtime and 2.0X for double overtime) as applicable.

Exhibit 10-H1 Cost Proposal Page 2 of 3**Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts**

(Calculations for Anticipated Salary Increases)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 255,880.00	1204	=	\$212.52	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$212.52	+	5%	=	\$223.15	Year 2 Avg Hourly Rate
Year 2	\$223.15	+	5%	=	\$234.31	Year 3 Avg Hourly Rate
Year 3	\$234.31	+	5%	=	\$246.03	Year 4 Avg Hourly Rate
Year 4	\$246.03	+	5%	=	\$258.33	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

			Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	1204	=	0	Estimated Hours Year 1
Year 2	100.00%	*	1204	=	1204	Estimated Hours Year 2
Year 3	0.00%	*	1204	=	0	Estimated Hours Year 3
Year 4	0.00%	*	1204	=	0	Estimated Hours Year 4
Year 5	0.00%	*	1204	=	0	Estimated Hours Year 5
	Total		Total	=	1204	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$212.52	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$223.15	*	1204	=	\$268,672.60	Estimated Hours Year 2
Year 3	\$234.31	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$246.03	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$258.33	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$268,672.60	
	Direct Labor Subtotal before Escalation			=	\$255,880.00	
	Estimated total of Direct Labor Salary Increase			=	\$12,792.60	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

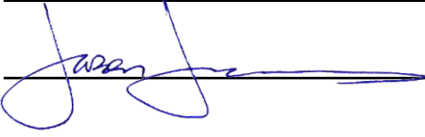
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112 - Letting of Contracts](#)
4. [48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures](#)
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board \(when applicable\)](#)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 7/2/2026

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services for Storm Damage Repair

WORK ACTIVITY	Principal	Sr. Project Specialist	Sr. Project Manager-Engineer-	Project Manager-Associate	Sr. Project Engineer-Geologist	Project Engineer-Geologist	Sr. Staff Engineer	Staff Engineer-Geologist	Engineer Intern	CAD Designer	TOTAL HOURS	COST
Geotechnical Services:												
1 Project Initiation and Data Review	4		8				8				20	\$ 3,974
2 Prefield Activities, HSP and Site Visit			12				24				36	\$ 6,054
3 Field Exploration - Drilling			16				40				56	\$ 9,161
4 Laboratory Testing			2			6			20		28	\$ 3,144
5 Memo - Geotechnical Alternatives	6	4	24			16	8				58	\$ 11,433
6 Evaluation and Draft Foundation Report	8	6	24			40	24			6	108	\$ 19,021
7 Draft Log of Test Borings (1 sheet)			2			4				16	22	\$ 3,708
8 Final reporting and review	2		12			20	8				42	\$ 7,236
9 Plan Review	2		8			4					14	\$ 2,940
Construction support					future task order							
SUBTOTAL - LABOR	22	10	108	0	0	90	112	0	20	22	384	\$ 66,671
Other Direct Costs:												
Meals and incidentals												\$ 450
Lodging, reimbursable												\$ 568
vehicle mileage												\$ 350
Field Vehicle and sampling gear, per day												\$ 900
DBE Subcontractor - Drilling												\$ 37,514
DBE Subcontractor - Traffic Control												\$ 12,468
DBE Outside laboratory testing												\$ 3,202
Well Permit, each												\$ 282
Materials, reimbursable												\$ 750
SUBTOTAL OTHER DIRECT COSTS												\$ 56,485
Subconsultants:												
												\$ -
SUBTOTAL - SUBCONSULTANTS												\$ -
TOTAL												\$ 123,155

TYPE: Actual Cost + Fixed Fee

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: Yeh and Associates, Inc.

Project No. 225-453Contract No. TR23-004Date: June 30, 2026

Project Name: Horseshoe Meadows Road Slide Repair Project

DIRECT LABOR:

Classification/Title	Name	Anticipated Rate Range	Hours	Initial Actual Hourly Rate	Total
Principal	Jon Blanchard	83-104	22	\$ 83.00	\$ 1,826
Sr. Project Specialist	Tom Whitman	\$77-96	10	\$ 77.00	\$ 770
Sr. Project Manager	Gresh Eckrich	\$75-94	108	\$ 75.00	\$ 8,100
Project Manager-Associate	Undesignated	\$65-81	0	\$ 65.00	\$ -
Sr. Project Engineer - Geologist	Undesignated	\$56-70	0	\$ 56.00	\$ -
Project Engineer - Geologist	Undesignated	\$46-58	90	\$ 46.00	\$ 4,140
Sr. Staff Engineer - Geologist	Colter Stopka	\$44-55	112	\$ 44.00	\$ 4,928
Staff Engineer-Geologist	Undesignated	\$40-50	0	\$ 40.00	\$ -
Engineer Intern	Undesignated	\$29-37	20	\$ 29.50	\$ 590
CAD Designer	Undesignated	\$53-68	22	\$ 54.00	\$ 1,188
			384		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 21,542.00	
b) Anticipated Salary Increases (see calculation on next page)	\$ 1,190.20	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		\$ 22,732

INDIRECT COSTS

d) Fringe Benefits (Rate: 0 %)	e) Total Fringe Benefits [(c) x (d)]	\$ -	
f) Overhead (Rate: 166.50 %)	g) Overhead [(c) x (f)]	\$ 37,849	
h) Cost of capital (Rate: 0.126 %)	i) Gen & Admin [(c) x (h)]	\$ 28.64	
166.626	j) TOTAL INDIRECT COSTS [(e) + (g) +(i)]	\$	37,878

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 %]	\$ 6,061
--	----------

OTHER DIRECT COSTS (ODC) ☐ Additional page attached

Description	Unit(s)	Unit Cost	Total
Meals and incidentals	5	\$ 80.00	\$ 450
Lodging, reimbursable	4	\$ 142.00	\$ 568
vehicle mileage	500	\$ 0.700	\$ 350
Field Vehicle and sampling gear, per day	4	\$ 225.000	\$ 900
Subcontractor - Drilling			\$ 37,514
Subcontractor - Traffic Control			\$ 12,468
Outside laboratory testing			\$ 3,202
Well Permit, each	3	\$ 94.00	\$ 282
Materials, reimbursable	1	\$ 750.00	\$ 750

I) TOTAL OTHER DIRECT COSTS:	\$ 56,485
SUBCONSULTANT COSTS ☐ Additional page attached	
Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
m) TOTAL SUBCONSULTANT COSTS:	\$ -
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I + m)]	\$ 56,485

TOTAL COST [(c) + (j) + (k) + (n)]	\$ 123,155
------------------------------------	------------

Type: Actual Cost + Fixed Fee

Consultant: Yeh and Associates, Inc. Contract No. TR23-004 Date: 1/1/2024

1. Calculate Average Hourly Rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 21,542.00	384	= \$ 56.10	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$ 56.10	+ 5.0%	= \$ 58.90	Year 2 Avg Hourly Rate
Year 2	\$ 58.90	+ 5.0%	= \$ 61.85	Year 3 Avg Hourly Rate
Year 3	\$ 61.85	+ 5.0%	= \$ 64.94	Year 4 Avg Hourly Rate
Year 4	\$ 64.94	+ 5.0%	= \$ 68.19	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimated % each year by total hours))

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	0%	+ 384	= 0	Estimated Hours Year 1
Year 2	90%	+ 384	= 346	Estimated Hours Year 2
Year 3	10%	+ 384	= 38	Estimated Hours Year 3
Year 4	0%	+ 384	= 0	Estimated Hours Year 4
Year 5	0%	+ 384	= 0	Estimated Hours Year 5
Total	100%	Total	= 384	

4. Calculate Total Costs including escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost per Year	
Year 1	\$ 56.10	* 0	= \$ -	Estimated Hours Year 1
Year 2	\$ 58.90	* 346	= \$ 20,357.19	Estimated Hours Year 2
Year 3	\$ 61.85	* 38	= \$ 2,375.01	Estimated Hours Year 3
Year 4	\$ 64.94	* 0	= \$ -	Estimated Hours Year 4
Year 5	\$ 68.19	* 0	= \$ -	Estimated Hours Year 5
Total	Total Direct Labor Cost with Escalations		= \$ 22,732.20	
	Direct Lab Subtotal before Escalation		= \$ 21,542.00	
	Estimated total Direct Labor Salary Increase		= \$ 1,190.20	Transfer to page 1

- NOTES:
- 1. Rate Escalation occurs on contract anniversary date assuming notice to proceed in 2024 and first escalation applied in January 1, 2025
 - 2. End of Yeh fiscal year is December 31. Salary increases become effective January 1.
 - 3. Construction support would likely be provided as task order amendment at hourly rates with applied escalation.

**Yeh and Associates, Inc.**

Geotechnical • Geological • Construction Services

Actual Cost + Fixed Fee**Consultant:** Yeh and Associates, Inc.**Contract No.** TR23-004**Date:** July 1, 2026

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedure
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:Name: Jonathan D. BlanchardTitle*: Vice PresidentSignature: Data of Certification (mm/dd/yyyy) 7/1/2026Email: jblanchard@yeh-eng.comPhone Number: (805) 481-9590Address: Yeh and Associates, Inc., 391 Front Street, Suite D, Grover Beach, CA 93433

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

1. Geotechnical consulting

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee Contracts

☐ Prime Consultant

☒ Subconsultant

Consultant **Panorama Environmental, Inc.**

Project Name **Horseshoe Meadow Slide Repair Project**

Project No. **TBD** Contract No. **TBD** Date **6/30/2026**

DIRECT LABOR						
Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal	Susanne Heim	SH	90-100	1	\$ 98.44	\$ 98.44
Senior Manager I	Rita Wilke	RW	70-90	4	\$ 86.29	\$ 345.16
Sr. Biologist/Project Manager	Teresa Campbell, Aurelie Hening	TC, AH	55-70	8	\$ 61.70	\$ 493.60
Biologist	Russell Kokx	RK	50-60	8	\$ 54.62	\$ 436.96
GIS /Cartographer			55-65	5	\$ 61.70	\$ 308.50
Project Coordinator			45-60	1	\$ 56.36	\$ 56.36
Planner I	Cassidy Cunningham	CC	45-60	11	\$ 52.88	\$ 581.68
Sr. Archaeologist	Katherine Sinsky	KS	55-70	2	\$ 61.70	\$ 123.40
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
				40		\$ 2,444.10

LABOR COSTS

a) Subtotal Direct Labor Costs \$2,444.10

b) Estimated Salary Increases for Multi-Year Project \$0.00 *(see calculation page attached)*

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$2,444.10

INDIRECT COSTS

d) Fringe Benefits (Rate: 42.7%):

e) Total Fringe Benefits [(c) x (d)] \$1,042.65

f) Overhead (Rate: 71.7%):

g) Overhead [(c) x (f)] \$1,753.40

h) General Administration (Rate: 43.7%):

i) Gen & Admin [(c) x (h)] \$1,067.83

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$3,863.88

FIXED FEE

k) Fixed Fee (10.0%):

l) TOTAL FIXED FEE [(c) + (j)] x (k) \$630.80

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate) 50 miles @ \$0.725 \$36.25

@ \$0.00

@ \$0.00

@ \$0.00

@ \$0.00

@ \$0.00

Subtotal Vendor Reproduction \$0.00

@ \$0.00

Miscellaneous (CD, Postage, Copies) \$0.00

m) TOTAL OTHER DIRECT COSTS \$36.25 \$36.25

n) SUBCONSULTANT COSTS *(attach detailed cost proposal for each subconsultant)*

\$0.00 \$0.00

o) TOTAL COST [(c) + (j) + (l) + (m) + (n)] \$6,975.03

NOTES:

1. Key personnel marked with an asterisk (*).

2. Employees subject to prevailing wage marked with two asterisks (**).

3. Anticipated salary increases calculation (Item "b") on attached page.

4. Note: Invoices will be based upon actual hourly rates plus overhead as shown

EXHIBIT 10-H1 COST PROPOSAL

PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Panorama Environmental, Inc.Contract No. TBDDate 7/17/2025**Horseshoe Meadow Slide Repair Project****1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 2,444.10	40	=	\$61.10	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Proposed Escalation =		5.0%		
Avg Hourly Rate		Proposed Escalation		
Year 1 \$61.10	+	5.0%	=	\$64.16 Year 1 Avg Hourly Rate
Year 2 \$64.16	+	5.0%	=	\$67.37 Year 2 Avg Hourly Rate
Year 3 \$67.37	+	5.0%	=	\$70.74 Year 3 Avg Hourly Rate
Year 4 \$70.74	+	5.0%	=	\$74.28 Year 4 Avg Hourly Rate
Year 5 \$74.28	+	5.0%	=	\$77.99 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	40.0	=	40.0	Estimated Hours Year 1
Year 2	0.00%	*	40.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	40.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	40.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	40.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	40.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$61.10	*	40	=	\$2,444.10	Estimated Hours Year 1
Year 2	\$64.16	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$67.37	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$70.74	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$74.28	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$2,444.10	
Direct Labor Subtotal before Escalation				=	\$2,444.10	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost of Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Susanne Heim Title *: Principal

Signature:  Date of Certification (mm/dd/yyyy): _____

Email: susanne.heim@panoramaenv.com Phone Number: 650-340-4803

Address: 717 Market St #400, San Francisco, CA 94103

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

Environmental services, including bio survey & memo report, CEQA documentation.



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

August 11, 2026

Reference ID:
2026-521

Contract between the County of Inyo and Pahrump Valley Disposal

Public Works - Recycling & Waste Management

ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Richard Shore, Compliance and Project Manager

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and Pahrump Valley Disposal of Pahrump, NV as a sole-source provider for waste hauling services from the communities of Tecopa, Shoshone, Charleston View, Furnace Creek, and Death Valley Junction to Pahrump, Nevada Waste Disposal Facility, in an amount not to exceed \$1,196,124.40 for the period of July 1, 2026 through June 30, 2031, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Pahrump Valley Disposal, Inc. is the only provider of solid waste hauling and transfer services in Tecopa, Death Valley Junction, Shoshone, Charleston View, and Furnace Creek and is the only waste hauler that currently holds the required permit to operate the service. Pahrump Valley Disposal, Inc. will place a total of thirty six (36) trash dumpsters, and four (4) recycling containers in the multiple communities and transport the waste to the Pahrump, Nevada landfill.

The service contract, if approved, would be scheduled for a five-year term. The annual cost of providing the trash services in all identified areas, as outlined in the Scope of Work in the attached Contract, will be \$214,745.76 for Fiscal Year 2026/2027, \$226,342.03 for Fiscal Year 2027/2028, \$238,564.50 for Fiscal Year 2028/2029, \$251,446.98 for Fiscal Year 2029/2030 and \$265,025.12 for Fiscal Year 2030/2031. The five (5) year not-to-exceed amount is \$1,196,124.40.

This item is arriving late to the Board because the vendor made changes to their pricing, which required additional time for them to finalize their proposal. I received the updated proposal in mid-June. After entering the contract into OpenGov, the vendor requested further revisions, which then had to be reviewed and approved by County Counsel. Once approved, the contract had to be re-entered into OpenGov for final approval and signatures. Unfortunately, this process is not quick and contributed to the delay.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?	Yes	Object Code	5265

Recurrence	Ongoing Expenditure	Sole Source?	Yes
If Sole Source, provide justification below			
Pahrump Valley Disposal, Inc. is the only provider of solid waste hauling and transfer services in Tecopa, Death Valley Junction. Shoshone, Charleston View, and Furnace Creek and is the only waste hauler that currently holds the required permit to operate the service.			
Current Fiscal Year Impact			
Up to \$214,745.76 for the fiscal year 2026/2027			
Future Fiscal Year Impacts			
Up to \$981,378.64 for the period between July 2027 and June 2031			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not implement this agreement and not place bins in these communities and require the residents to transport their waste to the Pahrump landfill.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and
High-Quality Services | Improved County Facilities

APPROVALS:

Teresa Elliott	Created/Initiated - 06/23/2026
Darcy Israel	Approved - 06/23/2026
Teresa Elliott	Approved - 07/28/2026
Breanne Nelums	Approved - 07/28/2026
Denelle Carrington	Approved - 07/29/2026
Amy Shepherd	Approved - 07/29/2026
Eric Chilton	Approved - 07/29/2026
John Vallejo	Approved - 08/04/2026
David Fraser	Final Approval - 08/04/2026

ATTACHMENTS:

1. Sole Source Authorization Form
2. Pahrump Contract

County of Inyo

Sole Source Authorization Form

Vendor: Pahrump Valley Disposal

Date: 7/6/2026

A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

☐	The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
☐	The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
☒	The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
☐	The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
☐	A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
☒	A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.
☐	Sourcewell Purchase under Account#4507

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
☐ \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	☐ Informal bids received
☐ \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	☐ Informal bids received
☐ \$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	☐ RFP/RFQ Received by Board Clerk on _____
☒ Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

The agreement in Open Gov provides waste hauling services in South County.

Pahrump Valley Disposal, Inc. is the only provider of solid waste hauling and transfer services in Tecopa, Death Valley Junction, Shoshone, Charleston View, and Furnace Creek and is the only waste hauler that currently holds the required permit to operate the service.

CONTRACT AMOUNT FOR 5 YEARS \$1,196,124.40

BUDGET 045700
OBJECT CODE 5265

Denelle Carrington

Denelle Carrington (Jul 6, 2026 11:28:38 PDT)
Department Head Signature

Sole Source Approval

Denelle Carrington

Denelle Carrington (Jul 6, 2026 11:29:38 PDT)
Purchasing Agent Signature

John-Carl Vallejo

County Counsel Signature

[Signature]

Auditor-Controller Signature

AGREEMENT BETWEEN COUNTY OF INYO
AND Pahrump Valley Disposal
FOR THE PROVISION OF Waste Hauling Services in Permit Areas D & E

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Pahrump Valley Disposal Inc. (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in **Attachment A ("Scope of Work")**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Richard Shore, Complaint and Project Manager, or their designee. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have need for such services or work during the term of this Agreement.

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

2. TERM

The term of this Agreement shall be from Wednesday, July 1, 2026 to Monday, June 30, 2031 unless sooner terminated as provided below.

3. CONSIDERATION

3.1. Payment Terms

- A. Compensation. County shall pay to Contractor in accordance with the **Schedule of Fees** set forth in herein for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.

- B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$1,196,125.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- D. Federal and State taxes.
 - i. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
 - ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
 - iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
 - iv. The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

3.2. Schedule of Fees

The Schedule of Fees is described in Attachment A to this contract, titled Scope of Work.

This contract includes an annual CPI adjustment to rates determined by the Garbage and Trash Collection Index as published by the Bureau of Labor Statistics at the end of each fiscal year using the annual average change for the previous year.

Not to exceed amount for 5 year period 2026-2031 is \$1,196,125.00.

4. **WORK SCHEDULE**

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

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

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, County reserves the right to make such determinations for purposes of this Agreement.
- B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

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

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

7. **COUNTY PROPERTY**

- A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in

Contractor's possession. Contractor will be financially responsible for any loss or damage to such items caused by the Contractor's wrongful acts or omissions while they are in the Contractor's possession.

- 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. MINIMUM INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

8.1. 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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

8.2. Automobile Liability

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

8.3. Workers' Compensation

Insurance as required by the State of California or Nevada, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.4. Broader Coverage

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.

8.5. 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, and SAM policy if SAM applies, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in California 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:

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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 the **Scope of Work**, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of the County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNITY

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 to the extent arising out of Contractor's negligent or willful misconduct in the 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 negligence or willful misconduct of the County.

11. RECORDS AND AUDIT

- A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.
- B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by Contractor. Further, County has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also

abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

The parties to this Agreement agree that all federally funded purchases shall follow federal procurement requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR section 200 *et. seq.*). Contractor agrees to adhere to all applicable Federal, State, and local laws and regulations in Contractor's performance of this Agreement.

13. CANCELLATION

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

14. ASSIGNMENT

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

15. DEFAULT

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

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-one (21) below.

17. CONFIDENTIALITY

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement,

shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

18. CONFLICTS

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

19. POST AGREEMENT COVENANT

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

20. SEVERABILITY

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

21. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one(21) (Amendment).

22. AMENDMENT

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

23. NOTICE

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

County of Inyo:

Public Works
1360 N Main St Bishop CA, 93514

Contractor:

Pahrump Valley Disposal
P O BOX 1310 PAHRUMP, NV 89041

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.

For Inyo County

Signed by:

DB92A4FA96C1495...
SIGNATURE

Eric Chilton
FULL NAME

7/24/2026
DATE SIGNED

County Counsel
TITLE

Signed by:

E921B073F8A2426...
SIGNATURE

Aaron Holmberg
FULL NAME

7/23/2026
DATE SIGNED

Risk Manager

TITLE
Signed by:

3094C2B4A2DB49F...
SIGNATURE

Kortni Girardin on behalf of Amy Shepherd
FULL NAME

7/27/2026
DATE SIGNED

Auditor-Controller
TITLE

SIGNATURE

Trina Orrill
FULL NAME

DATE SIGNED

Board Chairperson
TITLE

For Contractor

Signed by:

CB379DE8BD8C434...
SIGNATURE

Dan Schooler
FULL NAME

7/28/2026
DATE SIGNED

Region Vice President
TITLE

Exhibits List

A - Scope of Work

Exhibit A

Scope of Work



**July 1, 2026 – June 30, 2027
SCOPE OF WORK**

Pick-up of waste bins (per schedule below) located in each community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposals shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such service. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u>#of Bins/Frequency</u>
Shoshone	3-Yard	7 Weekly
Shoshone	15-Yard Covered Roll Off	1 Weekly
Shoshone	15-Yard Roll Off (Brush)	1 Every Other Week
Charleston View	6-Yard	5 Weekly
Shoshone	30-Yard Recycling Bin Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics #1-2, Glass, Cardboard	1 Every Other Week

Proposal Total \$63,983.52 Annual Service



**July 1, 2026 – June 30, 2027
SCOPE OF WORK**

Pick-up of waste bins (per schedule below) located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposals shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container). Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Tecopa Locations</u>	<u>Bin Size</u>	<u># of Bins/Frequency</u>
Community Center	3-Yard	1 Weekly
Anderson/Downey	3-Yard (1)/6-Yard (1)	2 Weekly
Grimshaw/Downey	3-Yard	1 Weekly
Bonita/Bob White	3-Yard	1 Weekly
Tecopa Park Location	3-Yard (2)/6-Yard (1)	3 Weekly
Tecopa Park Location	15-Yard Roll-off (Brush)	1 Every Other week
	15-Yard covered roll-off	1 weekly
	30-Yard Recycling Bin	1 Every Other week
	<i>Capable of recycling</i>	
	<i>Aluminum Cans, Tin/Metal & Foil,</i>	
	<i>Plastics # 1-2, Glass, Cardboard, Newspaper</i>	

Proposal Total \$47,890.80 Annual Service



**July 1, 2026 – June 30, 2027
SCOPE OF WORK**

Pick-up of waste bins (per schedule below) located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Bids shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning bidder must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u># of Bins/Frequency</u>
Death Valley Junction	3-Yard	1 Weekly
Death Valley Junction	2-yard Recycling Bin	1 Weekly
	<i>Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics # 1 -2, Glass, Cardboard, Newspaper</i>	

Bid Total \$4,238.28 Annual Service



July 1, 2026 – June 30, 2027
SCOPE OF WORK

Pick-up of waste bins (per schedule below) located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposal shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u>#of Bins/Frequency</u>
Furnace Creek	3-Yard	20 2x week
	6-Yard Recycling Bin	1 EO week
	<i>Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics # 1-2, Glass, Cardboard, Newspaper</i>	

Proposal Total \$98,633.16 Annual Service



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

August 11, 2026

Reference ID:
2026-565

Certified Unified Program Agency (CUPA) Agreement Environmental Health ACTION REQUIRED

ITEM SUBMITTED BY

Jerry Oser, Environmental Health Director

ITEM PRESENTED BY

Jerry Oser, Environmental Health Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and the County of Mono for Inyo County to provide Certified Unified Program Agency (CUPA) hazardous materials program management services in Mono County, in an amount not to exceed \$300,000 over the three-year term, or \$100,000 in any fiscal year, for the period of July 1, 2026 through June 30, 2029, contingent upon the Board's approval of future fiscal year budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo and Mono Counties have an existing agreement for the shared cost of Certified Unified Program Agency (CUPA) services, under which Inyo County's CUPA Supervisor provides hazardous materials program management and oversight services in Mono County. The position is allocated approximately 60 percent to Inyo County and 40 percent to Mono County.

The current agreement expires on June 30, 2026. The proposed contract would continue the existing arrangement for an additional three-year term, from July 1, 2026, through June 30, 2029. Mono County will reimburse Inyo County for these services in an amount not to exceed \$100,000 per fiscal year or \$300,000 over the term of the agreement.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	045400
Budgeted?	Yes	Object Code	
Recurrence	Ongoing revenue	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$100,000 in revenue for the period between July 1, 2026 and June 30, 2027
Future Fiscal Year Impacts
Up to \$200,000 in revenue for the period between July 1, 2027 and June 30, 2029
Additional Information

This is a revenue opportunity.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Certified Unified Program Agency (CUPA) services and associated costs would not be shared between the two counties, requiring Inyo County to bear the entire cost of employment. This would negatively impact the Environmental Health budget for FY 26-27.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mono County Environmental Health

STRATEGIC PLAN ALIGNMENT:

High-Quality Services | High-Quality County Government Services

APPROVALS:

Jerry Oser	Created/Initiated - 07/17/2026
Darcy Israel	Approved - 07/17/2026
Amy Shepherd	Approved - 07/29/2026
Eric Chilton	Approved - 07/29/2026
John Vallejo	Approved - 07/30/2026
David Fraser	Final Approval - 07/31/2026

ATTACHMENTS:

1. Inyo-Mono Contract

**AGREEMENT BETWEEN COUNTY OF MONO
AND COUNTY OF INYO
FOR THE PROVISION OF HAZARDOUS MATERIALS PROGRAM MANAGEMENT
SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of County of Inyo of Independence, California (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

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Health and Human Services, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County 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 Contractor at 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, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- ☐ **Exhibit 1:** General Conditions (Construction)
- ☐ **Exhibit 2:** Prevailing Wages
- ☐ **Exhibit 3:** Bond Requirements
- ☐ **Exhibit 4:** Invoicing, Payment, and Retention
- ☐ **Exhibit 5:** Trenching Requirements
- ☐ **Exhibit 6:** Federal Contracting Provisions
- ☐ **Exhibit 7:** CDBG Requirements
- ☐ **Exhibit 8:** HIPAA Business Associate Agreement
- ☐ **Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from July 1, 2026, to June 30, 2029, unless sooner terminated as provided below.

3. CONSIDERATION

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

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 County to Contractor for services and work performed under this Agreement shall not exceed \$300,000, not to exceed \$100,000 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (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 that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. 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. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall 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. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

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 shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, 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

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. 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 County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services 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, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, 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, that 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, videotapes, 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 that 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 shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

☒ Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

☒ Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☒ Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

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

☐ Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

☐ Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement

of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Contractor 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.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The 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).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 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. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **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.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** 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.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The 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 County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by 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. 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. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **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 the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. 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 work.
- (9) **Verification of Coverage:** Contractor shall furnish the 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 Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the 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. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 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.
- (10) **Special Risks or Circumstances:** 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.

9. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed 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 employees of County.

10. DEFENSE AND INDEMNIFICATION

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

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

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, micrographs, 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, that 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, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. 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. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph shall not apply.

14. ASSIGNMENT

This is an agreement for the personal 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 moneys due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT

If Contractor abandons the work, fails to proceed with the work or 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, then County may declare 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 a 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 22.

17. CONFIDENTIALITY

Contractor agrees to comply with 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 privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

18. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

19. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from 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 (2) 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 County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to 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, then 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 into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

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 order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, 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 any party during the term 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 or email (if included below) to the respective parties as follows:

County of Mono:
Health and Human Services Department
Attn: Environmental Health Manager
P.O. Box 3329
Mammoth Lakes, CA 93546
jkearney@mono.ca.gov

Contractor:
Director of Environmental Health, County of Inyo
Attn: Jerry Oser
P.O. Box 427

Independence, CA 93526
joser@inyocounty.us

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

25. 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 executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

COUNTY OF MONO:

CONTRACTOR:

By: _____

By: _____

Name: Jennier Kreitz

Name: Trina Orrill

Title: Chair, Board of Supervisors

Title: Chair, Board of Supervisors

Date: _____

Date: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO AND COUNTY OF INYO FOR THE PROVISION OF HAZARDOUS MATERIAL MANAGEMENT SERVICES

TERM:

FROM: JULY 1, 2026

TO: JUNE 30, 2029

SCOPE OF WORK:

When performing the following services for and on behalf of Mono County, Employee will receive assignments from, and report directly to, the Mono County Director of Environmental Health.

- Conduct inspections of all regulated hazardous materials facilities;
- Manage and maintain the CERS software program, including keeping all CERS facility information up to date, and the review and approval of all business plan submittals;
- Prepare all budgetary requirements of the Certified Unified Program Agency (CUPA) programs;
- Oversee the CUPA permitting and invoicing obligations;
- Maintenance and submittal of all required reports to CalEPA;
- Development and implementation of CUPA enforcement program;
- Investigation of and creation and implementation of appropriate response to hazmat incidents and complaints;
- Coordinate with consultants and other agencies on clean-up proposals and environmental site assessments;
- Maintenance and cleanup of paper files (CUPA);
- Any other associated tasks that may arise and are deemed appropriate and necessary by Mono's Environmental Health Director for the implementation of CUPA requirements.

For the planning purposes of both Mono and Inyo Counties, it is assumed that Mono County will require Inyo County's services for approximately twenty (20) hours per week; or, half of the working hours of Inyo County's staff assigned to perform the work in the Agreement (the "Employee").

Services and work provided by Employee will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

The services provided by Inyo County to Mono County under this Agreement shall be provided in a manner consistent with reaching Mono County's objectives of providing CUPA services in and for Mono County and shall include taking regulatory action on outside entities and individuals within Mono County's jurisdiction on behalf of Mono County.

Office space and office supply needs for work performed for Mono County will be furnished by Mono County.

Contractor will utilize a Mono County vehicle for work performed for Mono County in accordance with this Scope of Work.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND COUNTY OF INYO
FOR THE PROVISION OF HAZARDOUS MATERIALS MANAGEMENT SERVICES**

TERM:

FROM: JULY 1, 2026 TO: JUNE 30, 2029

SCHEDULE OF FEES:

The total sum of all payments made by Mono to Inyo for services and work performed under this Agreement shall not exceed three-hundred thousand dollars (\$300,000), or one-hundred thousand dollars (\$100,000) in any fiscal year during which this Agreement is operative.

Mono County shall reimburse Inyo for the work performed by Inyo County's employee(s) assigned to fulfill the Scope of Work under this Agreement at the rate set forth in the Inyo County Schedule of Fees, which rate is currently set at ninety-four dollars per hour (\$94.00 per hour) (Hourly Rate), including travel time. Inyo shall provide written notice to Mono County of any change in Hourly Rate set forth in the Inyo County Schedule of Fees.

Expenses for approved travel outside Mono County, and in accordance with the Mono County travel policy, to attend training or conferences associated with the Mono County CUPA program will be paid directly by Mono County.

Mono County shall reimburse Inyo County at actual cost for all expenses for materials used in providing work and services to Mono County under this Agreement.

The Hourly Rate is understood to cover all salary and benefit costs of the employee(s) assigned to fulfill the Scope of Work under this Agreement, as well as Inyo County's costs for any management, technical and administrative personnel and any overhead costs.



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

August 11, 2026

Reference ID:
2026-603

Film Commission Written Report County Administrator - Economic Development NO ACTION REQUIRED

ITEM SUBMITTED BY

Inyo County Film Commission

ITEM PRESENTED BY

Jesse Steele

RECOMMENDED ACTION:

Receive a written report on film activity in Inyo County from Film Commissioner Jesse Steele.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Film Commissioner Jesse Steele will be presenting the second of two annually required written reports to your Board on recent filming activity in Inyo County.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce
High Quality Services | High-Quality County Government Services

APPROVALS:

Darcy Israel	Created/Initiated - 07/31/2026
Darcy Israel	Approved - 07/31/2026
David Fraser	Final Approval - 08/03/2026

ATTACHMENTS:

1. Inyo County Film Commission Report Aug. 11, 2026

Inyo County Film Commission Report

February–July 2026

Prepared by Jesse Steele, Inyo County Film Commissioner

The Work Is Beginning to Pay Dividends

The first half of 2026 brought a noticeable increase in film-production activity throughout Inyo County. After a comparatively quiet period last year, the relationships, production support, and reputation developed over the past several years are beginning to pay dividends.

Between completed shoots, active productions, local film development, and projects currently moving through scouting and planning, I assisted approximately five to ten production projects during this reporting period. These ranged from student and independent films to nationally recognized automotive and apparel brands, along with one of the largest television productions the region has hosted in recent years.

Several of these opportunities came through returning productions or professional relationships developed during earlier shoots. Productions are not simply discovering Inyo County—they are having positive experiences, recommending the region, and choosing to return.

Productions Supported

One of the largest completed projects was a GMC truck commercial filmed at Cerro Gordo and along Cerro Gordo Road. Approximately 50 cast and crew members worked in the area for three filming days. The production utilized local hotels and catering, bringing direct business to the Owens Valley while showcasing a location that has not hosted many recent productions.

Wrangler Jeans also returned to Inyo County for a still-photography campaign after having a positive experience filming here approximately two years earlier. The returning production included an estimated 15 to 20 people and used local lodging. Its decision to return is a strong endorsement of Inyo County's locations, hospitality, and production support.

Other projects during the reporting period included:

- An Audi commercial and social-media shoot on Whitney Portal Road.
- A Tandem Pictures short film using locations in Darwin and the Alabama Hills.
- A multi-day High Tech High School student production in Lone Pine.

Together, these projects demonstrate the variety of productions Inyo County can accommodate, including automotive advertising, national apparel campaigns, independent filmmaking, educational productions, still photography, and digital content.

Major Production Development

The most significant accomplishment of this reporting period may be the development of a major Amazon streaming production currently operating locally under the working title “**El Dorado.**”

Unfortunately, I cannot disclose the actual title because of a confidentiality agreement. I can say that it is one of Amazon’s flagship television series and one of the most successful streaming productions in the world. Sorry—I would love to tell you more, but for now, “El Dorado” will have to do.

This opportunity developed through a relationship I established with a member of the production team during an earlier shoot. I encouraged him to consider the Eastern Sierra and then assisted with location scouting, scheduling, production coordination, and securing filming dates.

The production is preparing to film for approximately three to four days in late September, including locations in the Alabama Hills and Chalk Bluffs, with additional regional filming planned in Mono County.

Approximately 500 cast and crew members are expected. Hotels are being booked throughout the Owens Valley, and the production plans to use local catering and other regional services. The team has also indicated that it intends to return during a future season to film at another Eastern Sierra location.

This project is an excellent example of how the relationships developed by the Film Commission can directly produce substantial economic opportunities for Inyo County.

Estimated Economic Impact

Because productions do not always provide complete local spending reports, the following figures are estimates based on a commonly used production-spending benchmark.

The model begins with an estimated average production expenditure of **\$270,000 per filming day for a representative 100-person production**. Dividing that amount by 100 provides a benchmark of approximately **\$2,700 per cast or crew member, per filming day**.

Using the formula:

Crew size × filming days × \$2,700

The estimated direct production activity is:

- **GMC commercial:** 50 people × three days × \$2,700 = approximately **\$405,000**.
- **Wrangler Jeans:** 15 to 20 people × one primary filming day × \$2,700 = approximately **\$40,500 to \$54,000**.
- **“El Dorado”:** 500 people × three to four days × \$2,700 = approximately **\$4.05 million to \$5.4 million**.

These are benchmark-based estimates, not production-reported totals. However, the known use of local hotels, catering, restaurants, fuel, transportation, and other services supports the conclusion that these productions provide substantial regional benefits.

The estimates represent direct production activity only. They do not include the additional indirect and induced economic benefits created when local hotels, caterers, vendors, contractors, and employees recirculate production-generated income within the community.

Based only on the three projects above, completed and scheduled productions represent approximately **\$4.5 million to \$5.9 million in estimated direct production activity**. This does not include the Audi shoot, MotorTrend, Tandem Pictures, the student production, local filmmaking activity, or other projects for which complete crew and filming-day information is not yet available.

Solving Production Challenges

A major part of the Film Commission’s work happens behind the scenes. Productions frequently need help determining which agency controls a location, what approvals are required, and how overlapping responsibilities should be handled.

During this reporting period, I worked directly with LADWP on a MotorTrend truck-performance project planned for Lone Pine Airport. The production involves three trucks being filmed and tested for automotive performance content.

The project presented a gray area involving overlapping locations and questions about which production entities required authorization and when. I worked with LADWP and the production team to clarify those responsibilities and help keep the project moving forward.

This type of coordination saves productions time, reduces confusion, and supports Inyo County’s reputation as a film-friendly location where complicated logistical issues can be resolved.

Supporting Local Filmmaking

In addition to assisting visiting productions, I am helping support the development of a locally produced narrative film headed by Steve Latshaw, the new director of the Museum of Western Film History in Lone Pine.

While many details remain confidential, the project is a love story centered on the Eastern Sierra. It will use numerous local locations and move through multiple historical periods, including the Old West.

The project is being developed with local crew participation and regional resources. Supporting locally generated productions helps build a sustainable film community, strengthen the regional workforce, showcase local talent, and create production capacity that remains in Inyo County.

Growing Production Pipeline

The number of scouting requests, phone calls, location inquiries, and early production discussions increased noticeably between February and July.

A significant amount of time was spent answering production questions, recommending locations, assisting with preliminary logistics, identifying the correct agencies, and helping projects move through their early planning stages.

Not every inquiry immediately becomes a completed shoot, but many remain active. The combination of completed productions, returning clients, upcoming projects, and new inquiries suggests that Inyo County is entering a much stronger production period.

Looking Ahead

Priorities for the remainder of 2026 include:

- Successfully supporting the confidential Amazon production scheduled for September.
- Continuing coordination for the MotorTrend performance shoot.
- Supporting the locally developed Eastern Sierra narrative film.
- Responding to increased scouting and production inquiries.
- Encouraging successful productions to return for future projects.
- Attending selected film-industry trade shows and networking events.
- Participating in the California On Location Awards in December.

These events provide opportunities to meet location professionals, producers, and other decision-makers who directly influence where major productions choose to film.

Conclusion

The most encouraging development during this reporting period is that the foundation built over the last several years is beginning to produce clear results.

Productions are returning because of positive experiences. Professional relationships are leading directly to major opportunities. Local businesses are benefiting from lodging, catering, and production spending. Local filmmakers and crew members are also being supported as they develop projects of their own.

The Film Commission's role is not limited to responding to permit questions. It is about attracting productions, solving problems, strengthening relationships, supporting local businesses, protecting the County's reputation, and turning Inyo County's extraordinary landscapes into sustainable economic opportunities.

The increased activity of the past six months—and the substantial productions already scheduled for the months ahead—show that Inyo County's continued investment in the Film Commission is beginning to pay meaningful dividends.



INYO COUNTY BOARD OF SUPERVISORS

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

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AGENDA ITEM REQUEST FORM

August 11, 2026

Reference ID:
2026-570

Presentation of the Eastern Sierra Council of Governments Agriculture Activation Plan

County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Deputy County Administrator, Nathan Reade, Ag Commissioner, Elaine Kabala, Director, Eastern Sierra Council of Governments

ITEM PRESENTED BY

Lindsay Gucker, Plena Planning + Design

RECOMMENDED ACTION:

Conduct an informational workshop on the Draft Eastern Sierra Agriculture Activation Plan and provide staff direction regarding Board interest in advancing or further exploring specific plan strategies or project areas.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Eastern Sierra Agriculture Activation Plan is a regionally coordinated, stakeholder-informed roadmap designed to strengthen agriculture in Inyo and Mono Counties. Prepared by PLENA Planning + Design, funded through the California Jobs First Catalyst Grant, and supported by ESCOG and the Inyo-Mono County Agricultural Commissioner's Office, the plan identifies challenges, opportunities, and priority strategies to enhance agricultural viability, resilience, and diversified economic development.

The Plan offers a coordinated approach to supporting, improving, and diversifying agriculture in the Eastern Sierra. It looks at everything from land access and water reliability to new crop opportunities, local food markets, ranching infrastructure, and youth education. These ideas are organized into different tiers to show which improvements are easily feasible for local partners—like clearer regulations, better producer resources, or updated zoning—and which efforts can follow later, such as expanding agritourism, building producer networks, or improving long-term land stewardship. The tiers are not strictly chronological, but they do reflect a logical sequence: Tier 1 strategies provide the essential regulatory and informational groundwork that helps make later, more complex or collaborative strategies achievable.

The tiered structure helps illustrate how early foundational work can make later projects more successful. For example, improving lease clarity, supporting market access, and exploring food processing or storage needs could pave the way for new agricultural businesses and stronger local food systems. The plan also highlights opportunities to work across sectors—for instance, using grazing to reduce wildfire risk or partnering with conservation groups, tribes, and landowners on land management and land access solutions. Community interest is strong, and many residents say they want more access to local food, more diverse products, and more opportunities to learn about agriculture.

Plan development included interviews, producer and community surveys, partner engagement, shareback sessions, and a broad analysis of local production, constraints, and infrastructure gaps.

Today's item introduces the Board to the plan, summarizes key findings, and seeks general direction on the Board's interest in exploring specific projects or priority tiers moving forward.

FISCAL IMPACT:

The Eastern Sierra Agricultural Activation Plan was funded by the Sierra Jobs First Initiative through the Eastern Sierra Council of Governments.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to hear the presentation or decline to identify areas of interest for staff follow-up; however, this is not advised, as doing so would limit the County's ability to coordinate regionally, miss opportunities for grant-eligible projects, and slow progress on addressing known agricultural challenges and community priorities.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Plena Planning + Design, Inyo-Mono Agricultural Commissioner's Office, Eastern Sierra Council of Governments

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning

Thriving Communities | Climate Resilience and Natural Resource Protection

Economic Enhancement | Local Businesses, Organizations, and Workforce

Economic Enhancement | Collaborative Regional Economic Development

APPROVALS:

Meaghan McCamman	Created/Initiated - 07/31/2026
Darcy Israel	Approved - 07/31/2026
Meaghan McCamman	Approved - 07/31/2026
Amy Shepherd	Approved - 08/04/2026
John Vallejo	Approved - 08/04/2026
David Fraser	Final Approval - 08/04/2026

ATTACHMENTS:

1. Draft Eastern Sierra Agriculture Activation Plan

Eastern Sierra Agriculture Activation Plan

Draft

EASTERN SIERRA AGRICULTURE ACTIVATION PLAN

A strategic roadmap to support and sustain agriculture in Inyo and Mono Counties



Funded by California Jobs First Catalyst Grant

Supported by Eastern Sierra Council of Governments (ESCOG) +

Inyo-Mono County Agriculture Commissioner's Office

AUGUST 2026

PREPARED BY

PLENA PLANNING + DESIGN



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1. Executive Summary

The Eastern Sierra Agriculture Activation Plan serves as a strategic roadmap to support the agricultural sector in Inyo and Mono Counties. Developed by PLENA Planning + Design and supported by the Eastern Sierra Council of Governments and the Inyo-Mono County Agricultural Commissioner’s office, this initiative provides a data-driven, stakeholder-informed framework to address the region’s unique agricultural challenges and opportunities.

Context and Objectives

Historically rooted in Indigenous stewardship and shaped by 20th-Century land and water acquisitions, agriculture in the Eastern Sierra remains a critical component of the regional economy. While currently dominated by cattle and forage production, the sector faces significant structural constraints—including limited land and water access, scant diversity, and market volatility.

Strategic Framework

The plan utilizes a tiered strategy matrix to prioritize interventions based on feasibility, impact, cost, and timeline. These strategies are organized into six key focus areas: **Land Access and Tenure, Land Management, Product Diversification, Service Diversification, Markets and Marketing, and Education and Workforce.**



Blue Heron Farm Produce at Mammoth Market - Courtesy of Sierra Summit Photography

Implementation and Impact

By aligning cross-sector initiatives and fostering partnerships between government, producers, project partners, and community organizations, this plan serves as a foundation for sustainable growth. It provides actionable resources for local governments, elected officials, and producers, while offering a clear framework for grant funding and future policy development. Ultimately, the Eastern Sierra Agriculture Activation Plan seeks to empower a diverse, resilient, and community-connected agricultural future that benefits all residents of the region.

Tiered Strategies

TIER 1: FOUNDATION

Tier 1 (Foundational): Focuses on immediate regulatory clarification and structural improvements, including the development of a “Producer Resource Guide,” lease amendment and zoning update recommendations, expanding local production & processing capacity, and better serving local markets.

TIER 2: COLLABORATIVE

Tier 2 (Collaborative): Empowers partners to lead training and support programs, such as agricultural business management and generational succession planning.

TIER 3: EXISTING PLATFORM

Tier 3 (Platform-Based): Leverages existing tools, such as land-sharing platforms, to connect producers with resources.

TIER 4: CROSS-SECTOR LEADERSHIP

Tier 4 (Cross-Sector Leadership): Utilizes existing leadership in the region to address land management, including irrigation efficiency, fire mitigation, and invasive weed management.

TIER 5: FURTHER DEVELOPMENT

Tier 5 (Further Development): Identifies initiatives for further development, such as agriculture education, agritourism promotion, producer-led networks, and youth engagement pipelines, requiring further study.

[Click the buttons to navigate directly to the tier section](#)



Blue Heron Farm Open House
Photo Courtesy of Blue Heron Farm

2. Introduction

The Eastern Sierra Agriculture Activation Plan is a strategic plan to support agriculture in Inyo and Mono Counties of California. This regional stakeholder-informed initiative provides local government, agricultural producers, and project partners with actionable strategies and resources to address barriers and challenges for producers, boost economic and environmental resilience, and strengthen the local food system.

This plan builds upon the insights gleaned from the *Agriculture in Inyo and Mono Counties: An Economic Profile (2017)* to provide actionable, wide-ranging, and locally-informed strategies to holistically support and enhance diversification in agriculture within Inyo and Mono Counties.

Objectives

1. Address the pressing challenges confronting the agricultural community in Inyo and Mono Counties
2. Identify opportunities to improve resilience within the sector through diversification strategies
3. Promote pathways for environmental stewardship
4. Enhance economic opportunities
5. Strengthen local food production & community resilience
6. Support a thriving, equitable, local food system

Intended Uses

■ **Foundation for collaboration:** The agriculture sector is inherently interdisciplinary and intersects across many of the region’s priority sectors. This plan serves as a foundation for collaboration among stakeholders by aligning cross-sector initiatives and fostering partnerships between government, producers, and community organizations to address needs collectively.

■ **Local government:** Local governments can leverage the Agriculture Activation Plan to develop and uphold policies that support agriculture.

■ **Grant funding:** With clear priorities, needs and strategies included, organizations seeking grant funding can use the plan as a comprehensive resource to demonstrate alignment with regional agricultural goals and priorities, thereby increasing their chances of securing financial support.

■ **Elected officials:** Elected officials can reference the plan to stay informed about current agricultural challenges and opportunities, enabling them to make data-driven decisions that benefit their constituents.

■ **Producer resource:** A subset of the strategies outlined in the plan are designed as direct resources for agricultural producers, offering tools to navigate the unique context of the Eastern Sierra for both new and existing farmers.

■ **Community resource:** Community members can access the plan to understand the local agricultural landscape and engage in local food systems initiatives.

■ **Informative for future initiatives in the agriculture sector:** provides essential insights and data that can inform the development of future agricultural initiatives, ensuring they effectively address community needs. It provides a snapshot in time of the priorities, needs and opportunities within the agricultural community and the broader community.

Outcomes

- A prioritized plan to address the constraints and opportunities for agriculture in the region
- A plan comprised of local stakeholder-informed strategies
- Actionable strategies including identified partners for strategy implementation
- Regionally tailored recommendations for policy changes, funding opportunities, and support systems
- Recommended steps for continued agriculture support development and implementation



Funding & Support

Funded by a Sierra Region California Jobs First Catalyst Grant, a component of a state-funded economic development investment; this plan contributes to the goal of advancing a resilient economy benefiting all residents. This initiative was supported by the Eastern Sierra Council of Governments and the Inyo-Mono County Agricultural Commissioner’s office, representing a local collaborative effort to bolster the agriculture sector and regional economy.



Introduction

A robust stakeholder engagement process identified key challenges faced by local agricultural producers and barriers to local food access for community members. In response, the plan offers actionable strategies designed to empower agricultural producers, local governments, and partner organizations with strategic, actionable steps to address the needs of the local agriculture community. As a snapshot of the current agricultural state, this plan consolidates the needs articulated by agricultural producers with the perceptions, requests, and recommendations of the resident and local business community. By evaluating the feasibility of each proposed strategy, prioritizing and aligning them with potential strategic partners and funding sources, the plan presents a ready-to-implement path forward that unites a diverse array of stakeholders around the common goal of supporting agriculture in Inyo and Mono Counties.

In this context, the plan supports the legacy of family enterprises that have historically played a vital role in the agricultural community and nurtures emerging operations by creating pathways for continued diversification and improvement in a score of critical areas. The strategies are prioritized to meet community needs and enhance resilience in the face of evolving climate, market, and regulatory landscapes.

The agricultural sector is integral to the prosperity of the Eastern Sierra. This initiative seeks to provide substantial support in areas of expressed need while directing future efforts and funding in a manner that is both optimized and effective. With a careful eye on the future, this plan creates space for the growth of necessary agricultural initiatives while mitigating the challenges currently faced in the region. The Eastern Sierra Agriculture Activation Plan compiles and identifies ways to address the diverse challenges and opportunities within the region’s agricultural sector.

By focusing on six key areas—

- Land Access and Tenure,
- Land Management,
- Product Diversification,
- Service Diversification,
- Markets and Marketing, and
- Education and Workforce—

this plan aims to enhance the resilience of agriculture in the region through a multifaceted approach. Informed by stakeholder engagement, these strategies collectively optimize resource utilization, broaden market reach, promote innovative practices, and cultivate a skilled workforce. This holistic approach is designed to empower agriculture to thrive amidst changing environmental and economic conditions, in support of the long-term prosperity of Inyo and Mono Counties.

This Agriculture Activation Plan includes an overview of the historical and recent agriculture in the Eastern Sierra region, contextualizing the present constraints and opportunities within this sector to propose strategies for the future.

DRAFT



Cattle Grazing in Long Valley
Photo Courtesy of Adobe: Unwind

3. Historical Context

To understand the current state of agriculture in Inyo and Mono counties, it is essential to consider the historical context that has shaped this landscape.

Early Indigenous Agriculture

Since time immemorial, the Eastern Sierra, has been home to indigenous people shaping the landscape through stewardship including irrigation, wild harvesting, hunting, and seasonal activities tied to snow-fed streams descending from the Sierra Nevada mountain range. The agriculture found here today is layered atop millennia of indigenous agriculture practices that are not incidental to the landscape; but rather shaped the environment, with hand-dug ditches and canals spreading water to sustain plants, animals, and people in a carefully balanced system.

The Indigenous agricultural practices of the Eastern Sierra stand as a testament to the rich history and deep connection that Native peoples have with the land. Understanding these practices is essential for appreciating the region’s agricultural heritage and recognizing the contributions of Indigenous knowledge to contemporary farming methods.

Appendix A



Tribal Areas of California. Courtesy of Timara Lotar

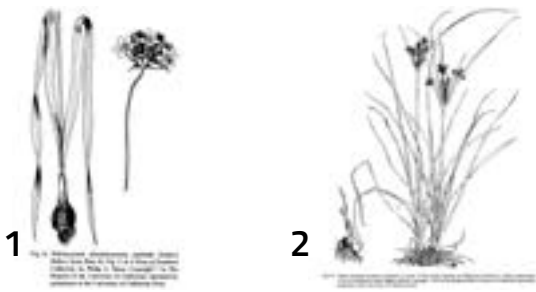


Bishop Skyline, Courtesy of Inyo County Visitor

The Nüümü lived in harmony for millennia stewarding the fertile land and natural resources. We irrigated vast swaths of land using ditches and canals dug by hand to grow taboose and nahativa, these plants were main food staples. We built dams that were used to capture fish that we subsisted on. There was a delicate balance of moving water to grow our plants while caring for the land and ensuring that all life including plants, animals, birds, and insects were taken care of.

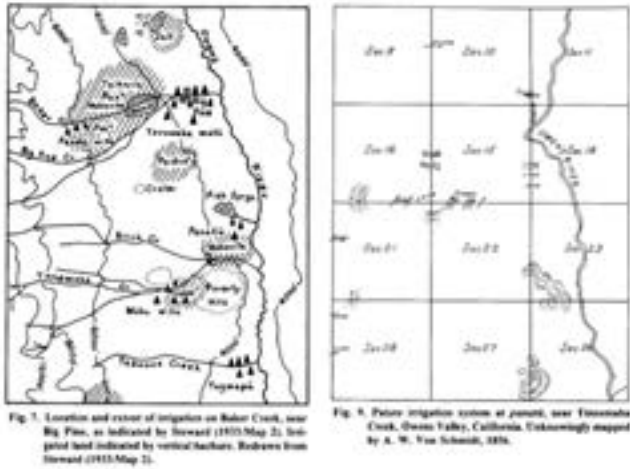
- Teri Red Owl Bishop Paiute Tribe
Executive Director at Owens Valley Indian Water Commission

Owens Valley Paiute Food Plants



1. ‘Tiipiisi’ or ‘tupusi’, Wild-hyacinth, *Diclietoslemma pulchella*
2. ‘Nahavita’ Yellow nut-grass, *Cyperus esculentus* L.
Lawton (1976)

The Paiute created and maintained extensive irrigation systems in the Owens Valley some of which were mapped, and in some cases used by early settlers.



Irrigation in the Owens Valley, Lawton (1976)



Paiute People Harvesting Pine Nuts, ca. 1912 (Public Domain)



Environment of Owens Valley. View to the southwest across Round Valley. Horton Creek in center background. Irrigation was reported by Von Schmidt just below the center or photograph. Photo by P. J. Wilke. (Lawton, Wilke, DeDecker, et al., 1976)

20th Century

The history of agriculture and the Eastern Sierra region as a whole was forever altered in the 20th century by the pivotal transformations stemming from the City of Los Angeles’ land and water acquisition in the region. In the early 20th century, the City of Los Angeles faced a growing demand for water due to rapid urbanization and population growth. To address this need, Los Angeles sought to secure a reliable water supply, ultimately turning its attention 300 miles to the northeast to the Owens Valley, renowned for its abundant water resources.

This led to the ambitious construction of the Los Angeles Aqueduct, completed in 1913 under the direction of engineer William Mulholland. The aqueduct diverted water from the Owens River, a vital resource for the local communities, particularly Indigenous groups and farmers who depended on it for their livelihoods. Unfortunately, this transformation came with significant consequences, including the forced removal of residents and violent confrontations over water rights, as the city acquired land at prices well below market value.

The actions of the Los Angeles Department of Water and Power (LADWP) sparked intense resistance from Owens Valley residents. Throughout the 1930s, local farmers and Indigenous activists organized protests and legal battles to reclaim their rights and safeguard their water sources. This period, often referred to as the “Water Crusade,” illuminated the struggles faced by communities grappling with the ecological degradation and social injustices resulting from the city’s water policies. As LADWP expanded its control beyond the Owens Valley, the implications of these acquisitions reverberated through the region, highlighting the need for a more equitable approach to resource management (Kahrl,1982, Libecap, 2007).



Los Angeles Aqueduct Map (1971).In Water and Power Associates Museum. Retrieved July 13, 2026, from https://waterand-power.org/museum/A_Second_Aqueduct.html

World War II

Before World War II, the Manzanar area near Lone Pine was an established rural farming settlement famous for its thriving apple and pear orchards. In fact, the Spanish name “Manzanar” translates to “apple orchard”. These pre-war agricultural remnants provided a unique landscape when the camp was constructed in 1942. During World War II, over 10,000 Japanese Americans were incarcerated in the Owens Valley, where the War Relocation Authority utilized their agricultural expertise. Internees transformed the arid landscape into productive farmland, cultivating hundreds of acres of crops, including traditional Japanese vegetables like daikon and bok choy, which fed the camp’s mess halls (National Park Service, n.d.).

They also established livestock operations, including a hog farm and chicken ranch by 1944, providing essential meat for residents. Internees dug irrigation canals and fertilized the land, contributing to both traditional and Victory gardens (National Park Service, 2024).



Adams, A. (1943). Farm workers and Mt. Williamson. Wikimedia Commons. Retrieved July 13, 2026, from https://commons.wikimedia.org/wiki/File:Ansel_Adams_-_Farm_workers_and_Mt_Williamson.jpg

Mining era and early settler farming

Indigenous agriculture in the region was profoundly disrupted and supplanted by the introduction of mining-era settlements in the late 1800s and early 1900s, accompanied by forced removals, massacres, and the prolonged displacement of Indigenous peoples from their ancestral lands. The broader Sierra history shows that the spread of farms and ranches depended heavily on the displacement of Native peoples and the availability of low-cost land.

Agriculture expanded rapidly with the Gold Rush, when mining camps and growing towns created demand for food and supplies. In the valleys and foothills, farms and ranches developed alongside mines using irrigation water from ditches often constructed by mining companies. Expanded irrigation allowed orchards, vegetables, potatoes, cattle, and other crops to grow in a region that became one of California’s important agricultural corridors (Momsen, 1996).



Nay family dairy herd about 1910
-<https://www.monobasinhistory.org/history>



Distribution of irrigation in Owens Valley, as indicated by Steward (1930, 1933, 1938) and Von Schmidt. (Lawton, Wilke, DeDecker, et al., 1976)



Cropland surrounding Bishop, California, 1919

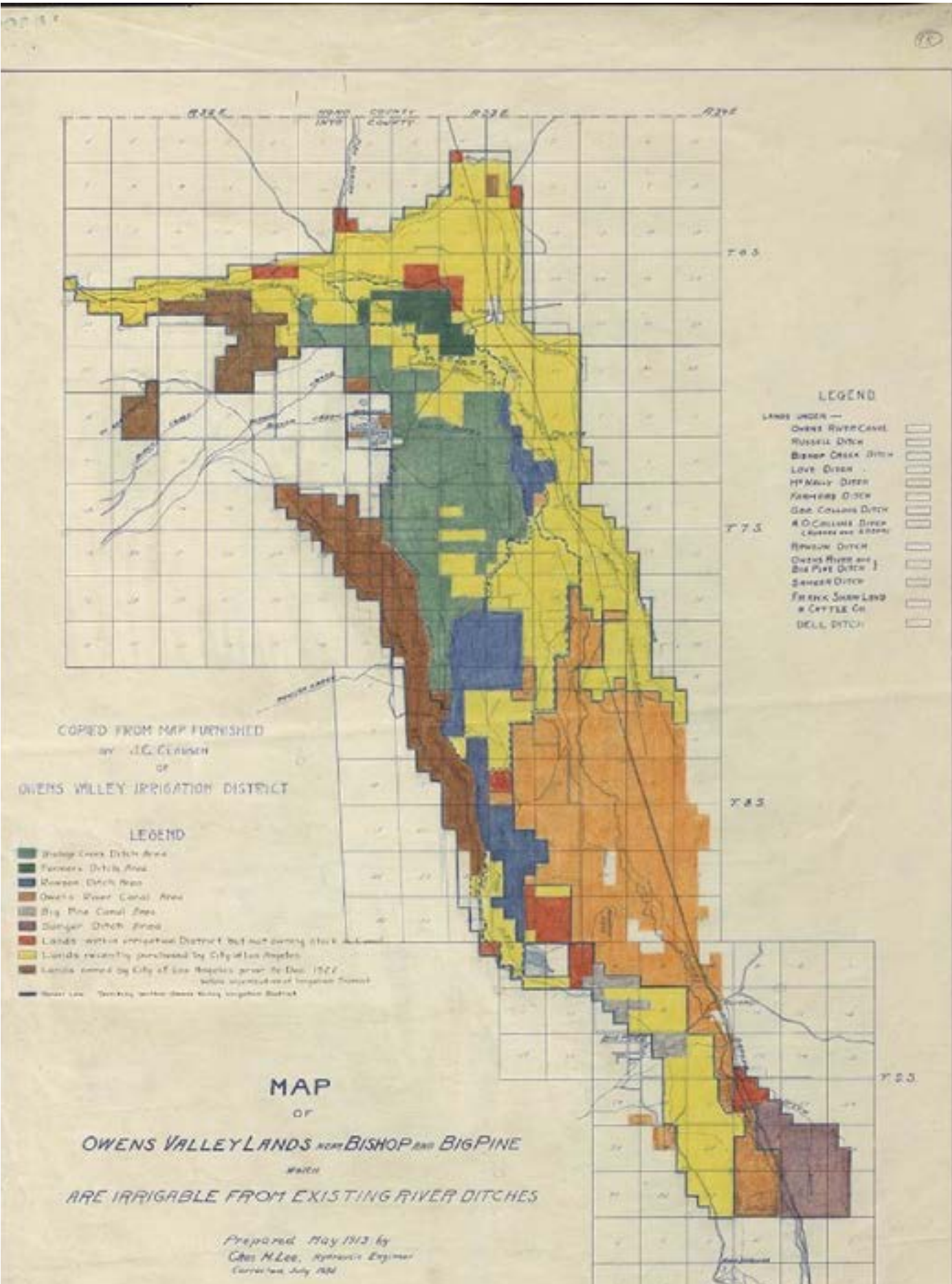
Map of Bishop, California Agriculture & Cropland 1919.

4. Regional Agricultural Context

Recent Crop and Livestock Reports reveal key challenges and themes within the agriculture sector.

Agriculture in the Eastern Sierra’s Inyo and Mono Counties is defined by both its resilience and its vulnerability. Over the past decade (2015-2024), the region’s agricultural value has fluctuated widely—from drought-driven lows in 2015–2016 to a price-driven peak in 2022—reflecting a system highly dependent on water availability, LADWP irrigation decisions, and reliance on volatile commodity markets. Livestock and field crops, especially alfalfa, irrigated pasture, and rangeland, consistently make up more than 90% of total production value. These sectors anchor the regional agricultural economy, yet their dominance also exposes producers to significant risk when drought, runoff variability, or price swings occur. Despite occasional rebounds, the long-term trend underscores how sensitive the regional agricultural economy is to forces beyond local control.

At the same time, the crop reports (Inyo and Mono Counties Crop & Livestock Reports 2015-2024) reveal a quieter but important story: the presence of small-scale specialty production, diversified direct-market growers, and emerging interest in value-added enterprises. Though these sectors contribute only a small share of total gross value, they point to skills, creativity, and market opportunities that have not yet been fully realized. The Commissioners’ recent calls for increased diversification, alternative marketing pathways, and value-added strategies align directly with the diversification strategies outlined in the Agriculture in Inyo & Mono Counties: an Economic Profile (2017) Document. Taken together, the last decade highlights both the constraints and the potential: a region shaped by environmental realities but poised for a more diverse, resilient, and community-connected agricultural future .



Map of Valley Lands Near Bishop and Big Pine which are Irrigable from Existing River Ditches. Lee, 1913.



Drought and Water Management

Drought and water management are recurring drivers of sharp value swings (especially 2015–2016).



Price Volatility

Price volatility in beef and alfalfa repeatedly drives year-to-year changes, sometimes masking flat or declining real profitability.



Limited Diversification

In 2024, the Commissioner explicitly notes the lack of diversity and declining nursery acreage, with all other production categories contributing 1% or less of total value.

KEY CHALLENGES FOR AGRICULTURE IN THE EASTERN SIERRA REVEALED BY THE CROP AND LIVESTOCK REPORTS

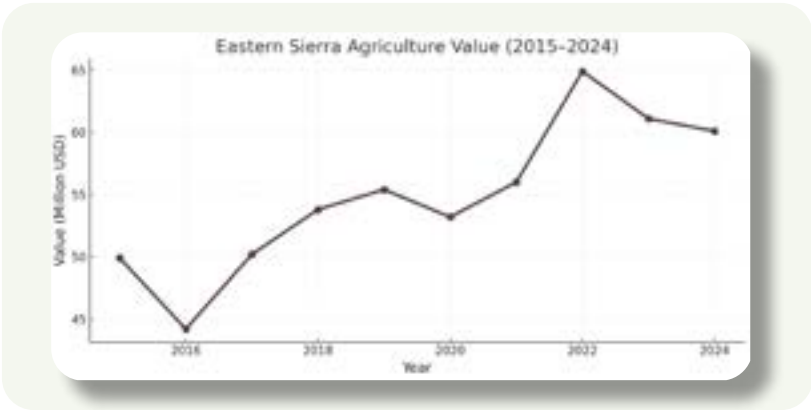
These themes map directly onto the Activation Plan’s focus on diversification and resilience strategies.



DRAFT

Scale & Trajectory (2015-2024)

Over the past decade, combined gross agricultural production in Inyo and Mono Counties has ranged from \$44–65 million annually. After deep drought-related losses through 2016, values climbed steadily through 2019, dipped in 2020, rose again to a peak in 2022, and then declined modestly in 2023–2024 as field crop prices fell.



Economic Value Agriculture
Inyo + Mono Counties

This historical data shows a region that can rebound after drought, but remains vulnerable to water allocations, commodity prices, and input costs.

Predominant Production Structure

Across both counties, two commodity groups dominate:

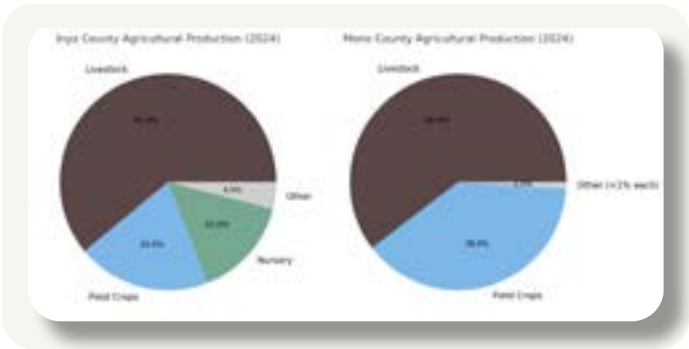
- **Livestock & livestock products** (cattle, sheep, wool, stocker gain, etc.)
- **Field crops**, especially alfalfa hay, irrigated pasture, and rangeland.

In the 2024 Crop and Livestock Report:

Inyo County: 61% livestock, 20% field crops, 15% nursery ~4% all other categories combined.

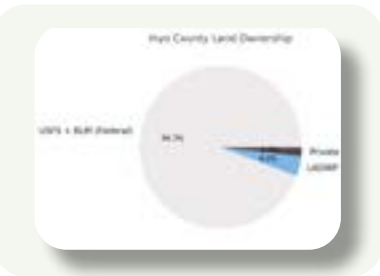
Mono County: 61% livestock, 39% field crops; all other categories are <1%.

This confirms a low-diversity, forage-and-livestock system with minimal contributions from fruits, vegetables, apiary, timber, or specialty crops.



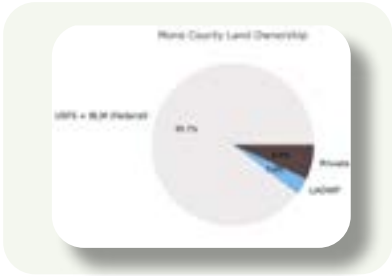
Land, Water, and Ownership Constraints

The extremely limited base of private land—combined with LADWP’s influence over irrigated parcels—means production is closely tied to federal grazing leases and LADWP water management decisions, particularly in Long Valley and Owens Valley. Drought years repeatedly intersect with LADWP irrigation reductions, directly affecting alfalfa acreage, irrigated pasture, and rangeland value. These structural constraints are some of the most significant limiting factors for agricultural expansion, infrastructure development, land investment, or new enterprise establishment.



Inyo County:
~92% Federal land
3.9% Los Angeles Department of Water & Power
1.7% Private

Mono County:
~84.7% Federal land
3.2% Los Angeles Department of Water & Power
6.5% Private



(Inyo County Agricultural Commissioner’s Office, 2014-2024).

Emerging/latent diversification

While the crop reports show small dollar values for specialty crops, the direct-marketing sections list a large variety of items produced by certified producers such as herbs, vegetables, small fruit, tree fruit, melons, cut flowers, eggs, etc.

This suggests climate suitability, existing skills and micro-enterprises in diversified production that are not yet scaled up or well-reflected in gross value, and could be leveraged in an activation strategy.



Agriculture in Inyo & Mono Counties An Economic Profile 2017

This report provides a detailed analysis of agriculture’s economic role in Inyo and Mono Counties, going beyond simple production values to quantify agriculture’s total economic contribution.

Agriculture in Inyo & Mono Counties
An Economic Profile 2017

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Direct Production Value: In 2015, agriculture produced a combined total of \$49.7 million across both counties (\$18.5 million from Inyo, \$31.2 million from Mono). “Livestock & Livestock Products” was the largest category, contributing 48.3% of the combined total, highlighting the importance of livestock to the region’s agricultural economy.

Overall Growth: From 2000 to 2015, combined total farm production values rose by \$14.1 million (39.6%), outpacing inflation by 3.9%. This indicates steady long-term growth in the region’s agricultural output, despite fluctuations.

Multiplier Effects: Agricultural production creates significant ripples in the local economy. Every dollar’s worth of economic output from Inyo’s “Livestock & Livestock Products” creates an extra 64 cents in purchases from suppliers and spending by agricultural employees.

Total Economic Output: Agriculture’s multiplier effects totaled \$9.0 million in Inyo and \$19.9 million in Mono, for a combined total of \$28.9 million. Combined with direct output, agriculture’s total economic output rises to \$78.6 million.

Land Ownership: Federal agencies own most of the agricultural land (88.7%), with rangeland pasture being the most common use (97.2% of total area). Private lands contributed the highest dollar output among field crops (63.8%), particularly through alfalfa hay production.

Employment and Taxes: Agriculture provided 239 direct jobs plus an additional 210 from multiplier effects, for a total of 449 jobs. Total combined tax payments across local, state, and federal levels were \$6,287,128, demonstrating the role of agriculture in providing employment and contributing to the local economy.

While the full report provides valuable background information about the economic implications of agriculture in the region, research question #10 **What options exist to add economic value to local agricultural production?** pertains most closely to the Agriculture Activation Plan.

Lack of Diversity in Agricultural Production

The report highlights a significant lack of diversity within the agricultural landscape. As of 2017, the production system remains heavily reliant on livestock and a narrow range of field crops, primarily alfalfa, leading to a low-diversity agricultural economy. This over-reliance undermines the industry’s resilience and increases vulnerability to market fluctuations and environmental challenges.

Beyond the agricultural sector itself, this vulnerability directly affects farmers and ranchers—an essential part of our regional community—who will bear the immediate impacts of any changes in production conditions.

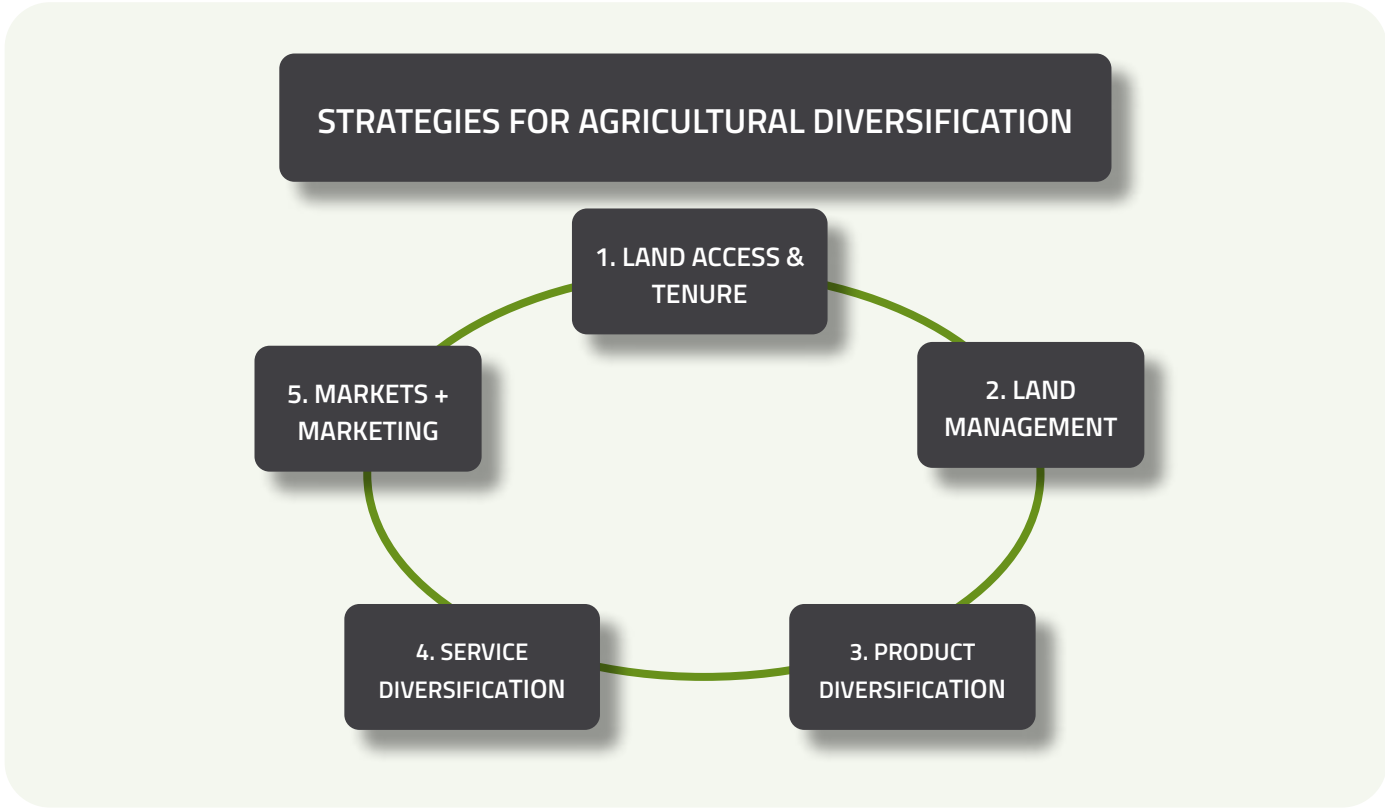
Barriers to Diversification

Despite long-standing interest and high-level advocacy for agricultural diversification, little progress has been made on the ground. Stakeholders recognize the need and the promising opportunities that diversification offers, yet they often lack awareness of the specific options available.

An identified hindrance to progress toward diversification stems from a lack of knowledge among producers as to the possibilities for diversification. To address this knowledge gap, the report presents a structured approach, outlining five main strategy areas, detailing 21 tactics successfully employed by farmers and ranchers, and discusses their applicability in the Inyo and Mono context.

Strategies for Diversification

The report highlights five main strategy areas for enhancing diversification in the agricultural sector of Inyo and Mono Counties, which are critical for resilience and long-term sustainability:

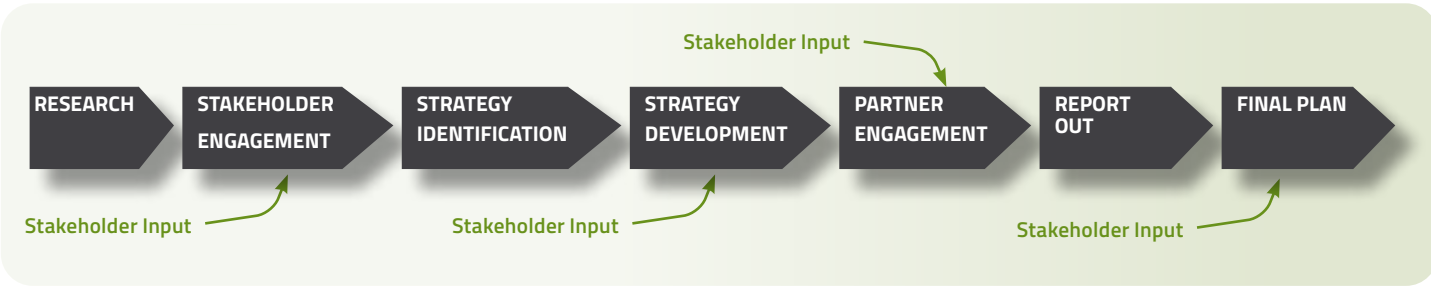


Source: Adapted from Sayre et al. (2012). “The Role of Rangelands Diversified Farming Systems: Innovations, Obstacles and Opportunities in the USA,” Ecology and Society 17 (4): 43.

The Eastern Sierra Agriculture Activation Plan will advance these diversification strategies.

5. Methods

Project process and what we heard



Stakeholder Engagement

A foundational element of the Eastern Sierra Agriculture Activation Plan is a robust stakeholder engagement process that prioritizes the voices of those directly involved in agriculture. This engagement encompassed a diverse array of stakeholders across Inyo and Mono Counties, including farmers, ranchers, agricultural businesses, community organizations, tribal representatives, educators, governmental agencies, and local residents. Each group provided unique insights into the local agricultural landscape, and these perspectives informed discussions on maintaining and enhancing agricultural viability in the region.

Stakeholder Groups

- Local government representatives
- Tribal representatives
- Non-government organizations or Non-profits
- Education professionals (Offices of Education or Agriculture related)
- Agricultural Producers
- Buyers (local businesses)

Methods

The stakeholder engagement methodology employed a multi-channel outreach campaign to maximize participation. A dedicated project website was established to provide information about the Eastern Sierra Agriculture Activation Plan and guide participants to surveys and interviews. Outreach included email outreach, producer mailers, phone calls to network lists for local agriculture, printed flyers in community hubs, and advertisements in local newspapers and online platforms to gather participation and promote engagement.

Stakeholder Engagement Process

Interviews: The engagement process began with one-on-one interviews to gather in-depth insights into the current state of agriculture, exploring challenges and opportunities for diversification. Through these conversations, the complexities of local agriculture emerged, revealing key dynamics related to systemic and structural underpinnings, unique local circumstances, and a plethora of opportunities to and needs.

Surveys: An online survey for agricultural producers was conducted, capturing responses from 11 participants.

A broader community survey achieved participation from 239 respondents, allowing for a comprehensive understanding of community perspectives on local agriculture and local product access.

Report Out and Feedback Sessions: Ongoing engagement throughout the plan development continued to collect valuable feedback, ensuring stakeholder perspectives were integrated throughout the Activation Plan’s development.

Producer Shareback Session: This session provided producers with an opportunity to review key insights gathered during the engagement process and to contribute their feedback on strategies for supporting agriculture in the region.

Partner Engagement: As strategies emerged to address the needs and opportunities collected through stakeholder engagement, strategic partner organizations were identified for strategy development within the plan. Individual meetings were held with partners to clarify level of involvement and collaboratively build out the strategies presented in the plan.

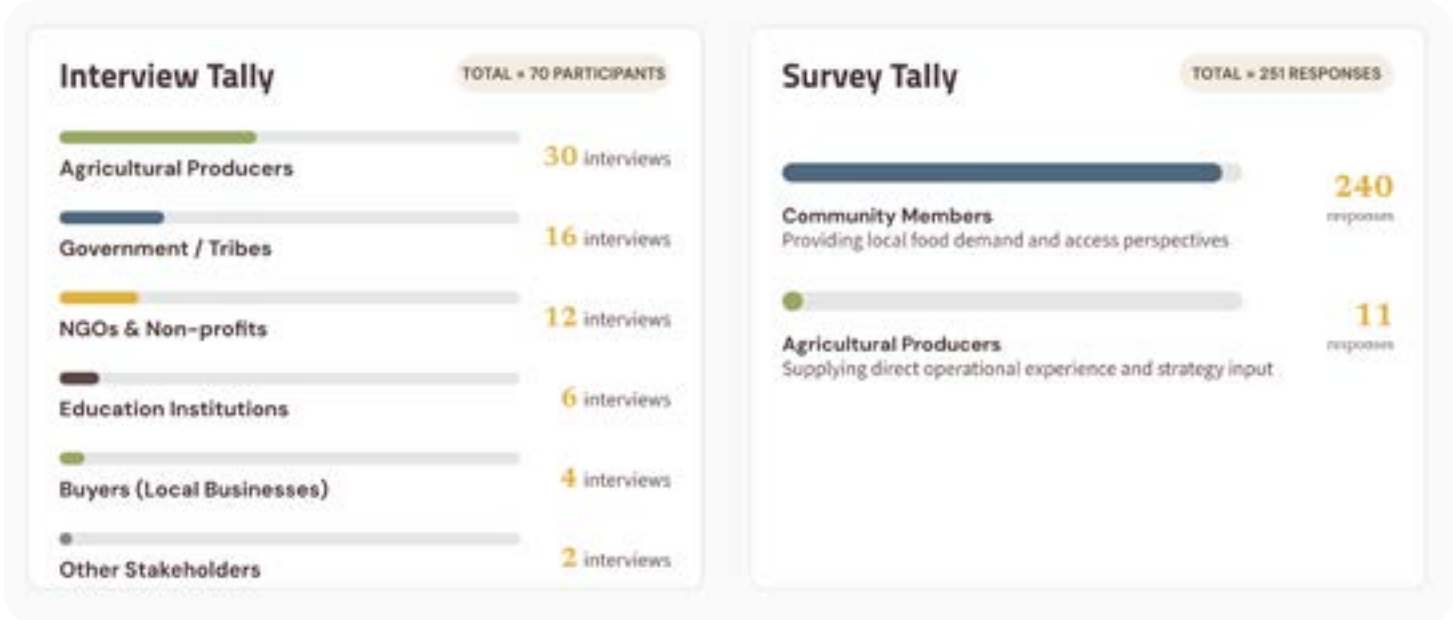
Project Presentation: A presentation open to all, allowed for broad community participation and discussion.

Stakeholder Engagement Outcomes

The stakeholder engagement process illuminated critical factors influencing agriculture in the Eastern Sierra, including land and water access, regulatory impacts, market conditions, and educational needs.

The insights gained through interviews and surveys culminated in two core deliverables; a stakeholder Engagement Summary Report and a Needs and Opportunities Matrix, both of which informed strategy development for the Agriculture Activation Plan.

Key Takeaways



OPPORTUNITIES

The opportunities to support the future of agriculture in the Eastern Sierra are as abundant as they are complex, mirroring the challenges faced by producers. Stakeholder engagement data suggests two divergent and complimentary pathways to address these needs. The first pathway involves leveraging **additional resources**. Many of the challenges producers face can be mitigated through targeted, producer-informed investments that allocate resources to specific issues. There are promising intersections with other local initiatives, such as wildland fuel management and large-scale composting.



The second pathway focuses on **reducing barriers**, which complements the resource-based approach and addresses a diverse range of challenges with tailored, place-based solutions. The prioritization, feasibility, and timing for each strategy will be developed through subsequent tasks in the Agricultural Activation Plan.

Stakeholders candidly acknowledged the challenges ahead, yet the collective determination among key players is set to overcome these obstacles. Many stories illustrate producers’ resilience; despite being told something was impossible, they succeeded. Examples include, locally raised grass-fed beef consistently sells directly to consumers, and diversified flower operations flourish despite challenging growing and market conditions.

The greatest asset in the agricultural sector is the individuals who navigate these challenges daily, preserving legacy operations, and pushing the boundaries to provide the community with local agricultural products.

In conclusion, a key takeaway from the stakeholder engagement process is the profound commitment to agriculture’s significance within the region. Agriculture is acknowledged as playing a vital role in sustaining regional ecosystems, boosting the economy, and supporting the livelihoods and lifestyles of local communities, while also shaping their future.

IMPORTANCE OF AGRICULTURE

Based on stakeholder engagement and in the context of this plan, agriculture is regarded as essential to the Eastern Sierra region due to several integrated factors:

- **Economic Development and Job Creation:** The Eastern Sierra Agriculture Activation Plan aims to foster a viable, production-based local agriculture economy. Supported by California Jobs First initiatives, agriculture is positioned as an economic engine and job creation pathway.
- **Food Security and Local Markets:** Building a resilient local food value chain and developing a workforce pipeline are crucial. The focus is on creating infrastructure to support value-added products and local markets. Local producers, even on a small scale, can significantly contribute to the regional food supply.
- **Community and Cultural Heritage:** Agriculture holds deep personal and familial roots, underlining its historical and cultural significance. The “people side of agriculture” is a central theme, with efforts to preserve indigenous and tacit knowledge and experience highlighted as essential for maintaining cultural continuity.
- **Personal and Family Heritage:** Agriculture often remains a family affair, deeply connected to personal stories and generational involvement. Efforts are being made to preserve this heritage and train new farmers specifically for Eastern Sierra conditions, ensuring the continuity of family traditions and regional identity tied to agricultural practices.
- **Land Management and Environmental Resilience:** Agricultural practices, such as strategic grazing and irrigation, contribute to wildfire resilience by maintaining live fuel moisture and creating back-burnable buffers. Conservation and soil regeneration programs aligned with agricultural activities further enhance environmental resilience in the forms of reduced chemical input reliance and improved soil moisture retention and food nutrition.
- **Strategic Regional Planning and Investment:** The development of the “Agriculture Activation Plan,” supported by community engagement, reflects a recognized need for strategic planning and investment within the sector. This structured approach highlights the importance of agriculture as part of the region’s identity and economic strategy.

These aspects collectively demonstrate agriculture’s indispensable role in the Eastern Sierra, linking economic, cultural, and environmental dimensions into a cohesive regional strategy.

6. Strategies

The strategies herein are designed to tackle the specific challenges and opportunities identified through stakeholder engagement.

Building Resilience in Agriculture: Strategies For a Living System

The strategies aim to enhance resilience within the agriculture sector. Agriculture and food systems are dynamic, constantly evolving living systems. While these strategies are designed to address present needs, they are also conceived as an interconnected, adaptive network capable of evolving to meet future demands. Each strategy functions as part of a larger, living system that supports the agricultural community through various channels.

The strategies are designed to maximize functionality by drawing resources from diverse sources, stacking functions, and addressing the wide array of challenges both within agriculture and across related sectors. Viewed from a broad perspective, these strategies drive change through two primary mechanisms: reducing barriers and adding resources. These mechanisms are developed with a focus on collaboration, utilizing existing regional expertise to foster self-sufficiency.

Together, these strategies form a holistic framework with clear objectives targeting specific challenges. Each step forward within a strategy contributes to uplifting the entire system.

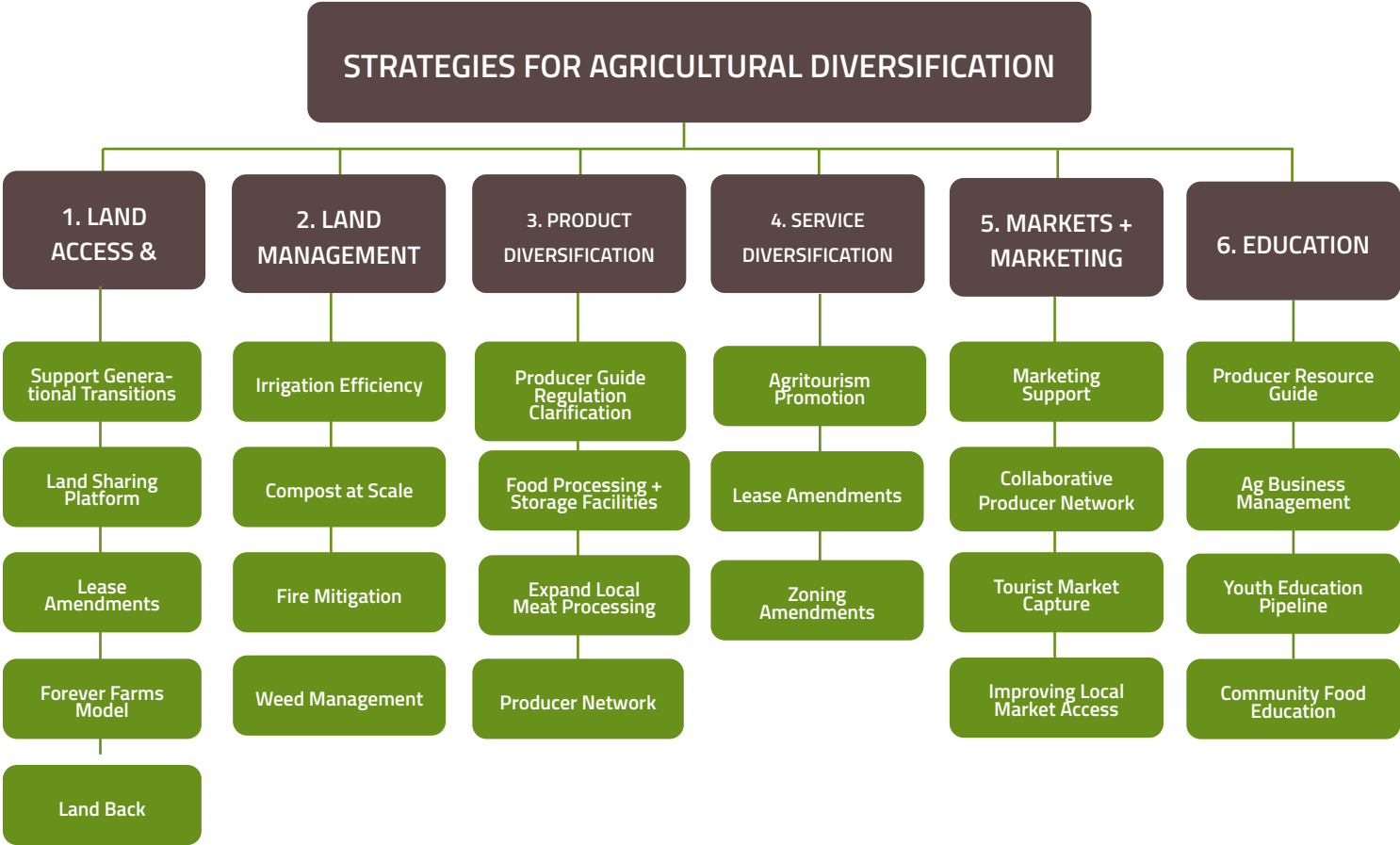
Strategy Areas

Building on the strategies for diversification identified in the Agriculture in Inyo & Mono Counties An Economic Profile (2017), the strategies presented in this plan fall into six key areas of focus:

Strategy Areas

- 1. Land Access and Tenure
- 2. Land Management
- 3. Product Diversification
- 4. Service Diversification
- 5. Markets and Marketing
- 6. Education and Workforce





Strategy Development

The stakeholder engagement process revealed a wide range of needs and challenges that the plan aims to address. An in-person information-sharing session with agricultural producers further explored potential strategies and gathered valuable input on the most pressing needs among participants.

Strategy Implementation Partners

Potential partner organizations have been identified for each strategy. Each organization was encouraged to participate in formulating the specific strategy plan to be included in the final Agriculture Activation Plan. Partner organizations played a critical role in informing the strategy approach and structure and the resources required to bring the strategy to fruition.

Strategy Evaluation

Following this engagement, a full list of strategies was evaluated, weighed, and scored using a decision matrix based on four key metrics: Feasibility, Impact & Alignment, Cost, and Timeline.



The strategies were then categorized into five tiers based on their priority for development. The outcome of this evaluation process identified the highest-priority strategies for development the in the Agriculture Activation Plan scope, ensuring a targeted approach to addressing the region’s agricultural challenges.

Strategy Tiers

- Tier 1: Foundation Strategies - Key Strategies to Develop within the Agriculture Activation Plan
- Tier 2: Collaborative Development - Empowering Strategy Partners for Agricultural Training and Support
- Tier 3: Existing Platform Maximizing Resources - Leveraging Established Platforms and Models
- Tier 4: Cross-Sector Leadership - Leveraging Existing Leadership in Agricultural and Related Practices
- Tier 5: Further Development - Include Recommendations for Further Development

1

FOUNDATION

A. Producer Resource Guide: Regulation Clarification, Agritourism Startup Guide
B. Local Producer and Product Directory, Tourist Market Capture
C. LADWP Lease Amendment Recommendations
D. Zoning Update Recommendations
E. Food Processing and Storage Facilities, Expand Local Meat Processing Capacity
F. Improving Local Market Access

2

COLLABORATIVE

Producer Education Programs:
A. Agricultural Business Management Training
B. Support Generational Transitions
C. Agricultural Business Marketing

3

EXISTING PLATFORM

A. Land Sharing Platform
B. Forever Farms Model
C. Land Back

4

CROSS-SECTOR LEADERSHIP

A. Irrigation Efficiency
B. Compost at Scale
C. Fire Mitigation
D. Invasive Weed Management

5

FURTHER DEVELOPMENT

A. Agritourism Promotion
B. Collaborative Producer Network
C. Youth Engagement and Education Pipeline
D. Community Food Education

STRATEGY NAVIGATION TOOL

What is your role?

	Responsible for Implementation	Implementation Partner	Beneficiary
LAND OWNER/ MANAGER	1C	3A 3B 3C	3A 4A 4B 4C 4D
FARMER/ RANCHER	5B	5C	1A 1C 1D 1E 2 3A 3B 4 5B 5C
ASPIRING FARMER/ RANCHER		5B	1A 1D 2 3A 3B 4B
HOME GARDENER			1A 1D 4B
LOCAL GOVERNMENT	1A 1F 4	1C 5A 5D	
UC COOPERATIVE EXTENSION		1A 1E 2 5B	
BUSINESS RESOURCE CENTER	2A 2B 2C	1A	
ENVIRONMENTAL HEALTH		1A	
AGRICULTURE COMMISSIONER		1A 4A 4C 4D	
PLANNING DEPT./ COMMUNITY DEV.	1D	1A	
RESOURCE CONSERVATION DISTRICT	4A 4C 4D		
NATIONAL RESOURCES CONSERVATION SERVICE		4A 4C 4D	
COMMUNITY NON-PROFIT	1B 3C 4B 5C	1E 1F 5A	
CHAMBER OF COMMERCE	5A	1B	
DESTINATION MARKETING ORGANIZATIONS	5A	1B	
LOCAL BUSINESS OWNER		1F 5D	1B 1E 5A
EDUCATOR		1F 5C 5D	
AGGREGATION/ CO-OP	1E		
UNDERSERVED COMMUNITIES			1F
LAND TRUST	3A 3B		
RESIDENT/ VISITOR/ CONSUMER			1B 1F 5A 5D
TRIBAL MEMBERS			3C
SCHOOLS/ HOSPITALS/COMMUNITY ORGANIZATIONS		5C	1B 1F
STUDENT			1F 5C

Strategy Legend | [Click the strategy number below to navigate directly to the strategy](#)

- 1A

PRODUCER RESOURCE GUIDE: REGULATION CLARIFICATION + START-UP GUIDE
- 1B

LOCAL PRODUCER AND PRODUCT DIRECTORY
- 1C

LEASE AMENDMENT RECOMMENDATIONS
- 1D

ZONING AND LAND USE PLANNING UPDATE RECOMMENDATIONS
- 1E

FOOD PROCESSING AND STORAGE FACILITIES, EXPAND LOCAL MEAT PROCESSING CAPACITY
- 1F

IMPROVE LOCAL MARKET ACCESS
- 2A

PRODUCER EDUCATION PROGRAMS: AGRICULTURAL BUSINESS MANAGEMENT TRAINING
- 2B

SUPPORT GENERATIONAL TRANSITIONS
- 2C

PRODUCER EDUCATION PROGRAMS: AGRICULTURAL BUSINESS MARKETING
- 3A

LAND SHARING PLATFORM
- 3B

FOREVER FARMS MODEL
- 3C

LAND BACK
- 4A

IRRIGATION EFFICIENCY
- 4B

COMPOST AT SCALE
- 4C

FIRE MITIGATION
- 4D

INVASIVE WEED MANAGEMENT
- 5A

AGRITOURISM PROMOTION
- 5B

COLLABORATIVE PRODUCER NETWORK
- 5C

YOUTH ENGAGEMENT AND EDUCATION PIPELINE
- 5D

COMMUNITY FOOD EDUCATION

| [Click the tier number below to navigate directly to the tier section](#)

STRATEGY TIER KEY

- 1

TIER 1
- 2

TIER 2
- 3

TIER 3
- 4

TIER 4
- 5

TIER 5

Tier 1 Strategies

Foundation Strategies - Key Strategies Developed within the plan, including goals, and case studies, paired with implementation partners, audiences, and beneficiaries.

Tiered Strategies		
	DESCRIPTION	IMPEMENTATION PARTNERS
Producer Resource Guide	A website containing comprehensive, user-friendly resources to guide, empower, and inform agricultural producers. This guide will provide essential information and step-by-step guidance on producing and selling local products, tailored to meet the unique needs of diverse agricultural producers, food entrepreneurs and aspiring agriculturalists while ensuring compliance with local regulations.	Local regulatory and support agencies: Inyo- Mono Agriculture Commissioner Inyo & Mono County Environmental Health Inyo County Planning Department Mono County Community Development Eastern Sierra Council of Governments Business Resource Center UC Cooperative Extension Farm Advisor Local Agricultural Producers
Producer Directory + Market Capture	A website containing resources for local residents, business owners and visiting tourists to find sources for locally produced agricultural products and participate in agriculture-based experiences.	Local Agricultural Producers Destination Marketing Organizations Chambers of Commerce
Lease Amendments	Recommendations for amendments to agricultural leases with LADWP to improve stability for agriculture enterprises.	Los Angeles Department of Water and Power (LADWP)
Zoning & Land Use Designation Recommended Updates	Zoning and Land Use Designation update recommendations to accommodate agricultural needs into the future	Inyo County Planning Department Mono County Community Development
Processing + Storage Capacity	Develop local food processing and storage infrastructure to diversify product lines and support a regional food system.	Local Agricultural Producers, community organizations, potential infrastructure partners.
Improving Local Market Access	A locally tailored approach to improving local food access for underserved communities and the local resident population as a whole	Local Government, Non-profit organizations, Local Agricultural Producers

1A. Producer Resource Guide

- A comprehensive, user-friendly resource guide for new agricultural producers and existing producers wanting to expand or diversify their operations with an emphasis on clear step-by-step processes to bring local food and products to market.

Product Diversification

Education + Workforce

Service Diversification

Markets + Marketing

AUDIENCE + OBJECTIVE

Target Audiences: New & Existing Agricultural Producers
Secondary Audiences: Food Entrepreneurs, Home Gardeners

Challenge: Producers need accessible guidance and resources to start an agriculture enterprise and/or diversify their current operations including specific support in navigating the regulatory requirements.

Goal: Increase the quantity of agricultural producers. Clarify regulations and provide a smooth process to bring locally produced products to market.

Content Outline

An organized wireframe structure for a website design containing the producer resource guide content can be found [here](#).

- Introduction the Producer Resource Guide**
Intended use, contents, resource access by audience type
Audiences: “I am a gardener, land or homeowner”, “I am a farmer, rancher or entrepreneur”, “I am looking for local products & experiences”
- Introduction to Regulatory Agencies + Support Organizations**
Informative introduction to relevant agencies
Contact information: when, how, for what, and whom to contact
- Resources for Agricultural Businesses**
Process Flow Chart (See Page 27): from feasibility + planning to regulations + compliance to operations + sales
Resource Library (See appendix) : Grant Opportunities, Schedules of Fees, Business Start-up Guides, Applications for Food Licences
Education + Support Programs: Education and program offerings through the Business Resource Center.

Case Studies

- Nevada County Agricultural Commissioner’s Website: Clearly explains the office’s role, offers practical support for growers with direct linked access to resources, and presents useful organized resources and contact information.
- Siskiyou Farm Co Website: A well-designed, engaging site that serves the multiple functions of providing resources for farmers and ranchers as well as directing consumers to support those agricultural businesses. As a broader organizational and collaborate model, funding for Siskiyou Farm Co. was made possible by a grant/cooperative agreement from the U.S. Department of Agriculture (USDA) Agricultural Marketing Service and is administered by the Siskiyou Economic Development Council.
- California Department of Food and Agriculture -Farmer Resource Portal Website: Contains organized access to programs, services, laws and regulations and funding opportunities with thorough linked resources in each category.



LINK



LINK



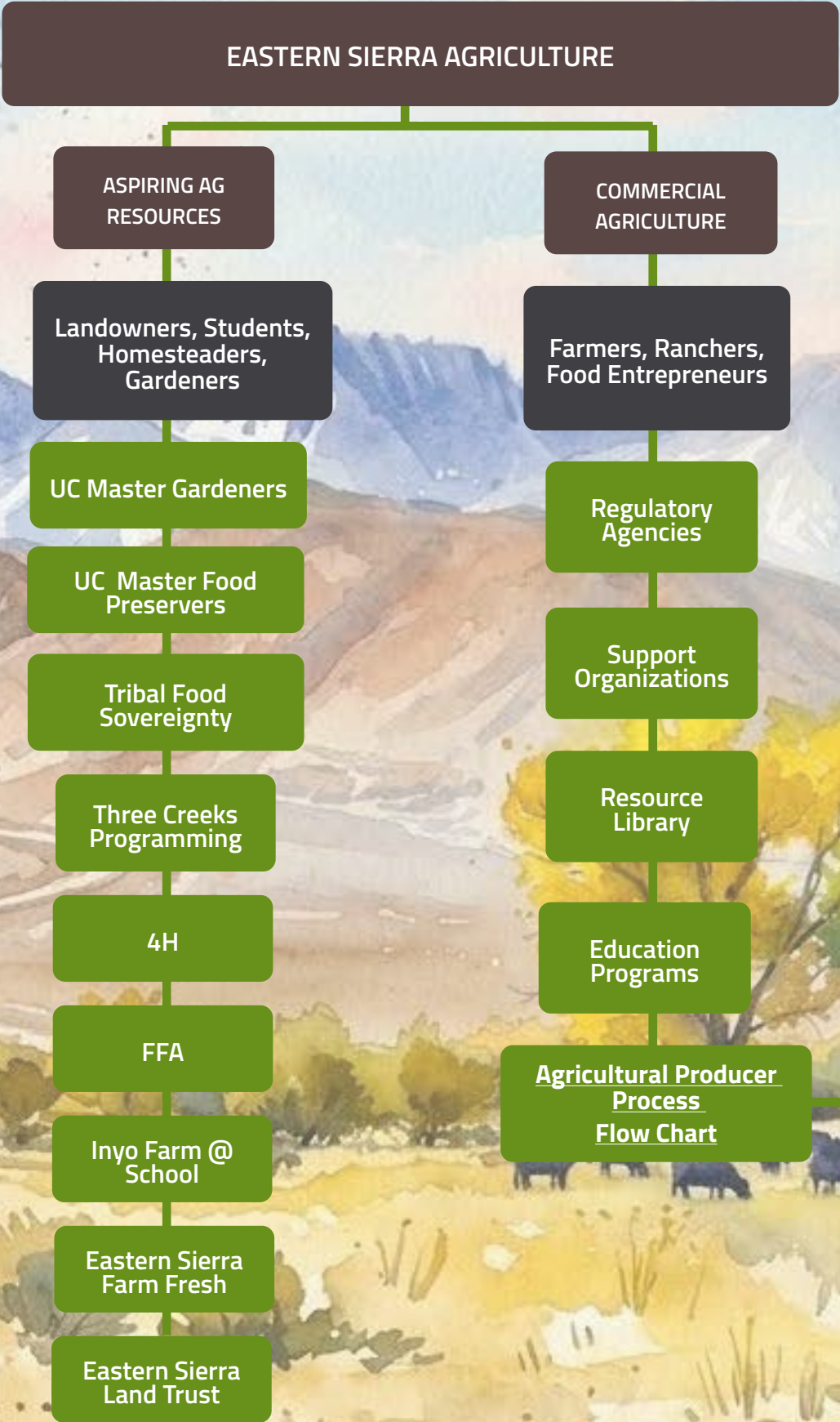
LINK

Content Structure

Category

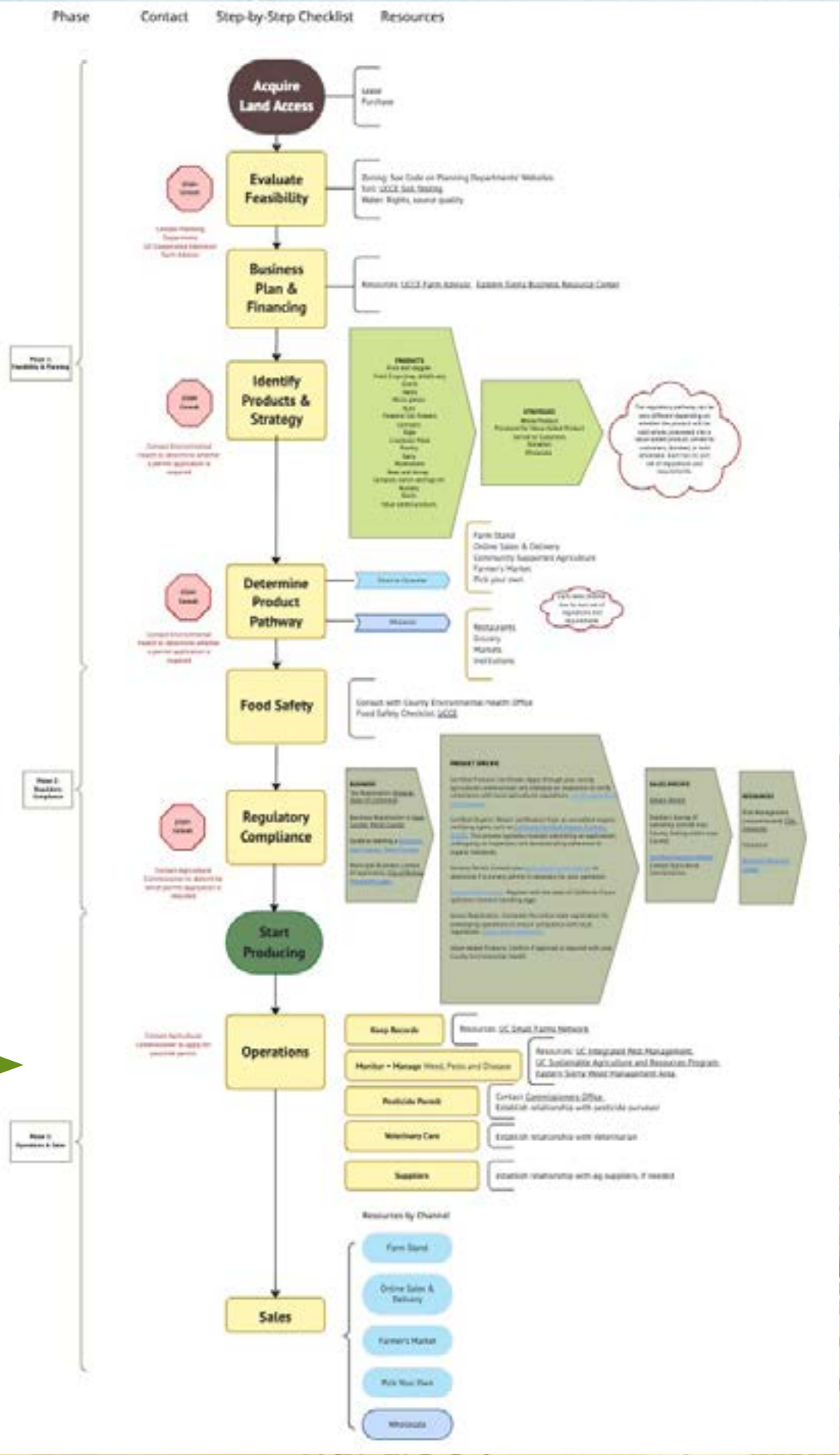
Audience

Resources



Agricultural Producer Process Flow Chart

[Link](#)



Strategy Implementation + Partners

This strategy was developed in direct response to challenges expressed by agricultural producers in the region. The strategy implementation will be successful if producers can easily understand the process for starting a new agricultural enterprise or expanding on an existing operation. An added benefit is reduced enforcement burden on regulatory agencies for non-compliant producers, supported by pre-emptive education and clear resources.

The information presented in the guide should be clearly laid out with accessible links to the pertinent information and contact information to access direct guidance available from the regulatory agencies and support organizations. It is intended to be a multi-layered resource that is linked to from all partner websites and links back to the resources available from all partners.

Option to combine strategies 1A and 1B into a multi-audience website serving aspiring producers, local consumers and commercial agriculture producers.

Compiled Resources

Development of this strategy was conducted in collaboration with regulatory agencies and support organizations. A full list of resources to be included in the resource library can be found in Appendix B.

Appendix B

Investment

The implementation of this strategy will require two investments:

- 1) Website design, development and launch
- 2) Ongoing maintenance
- Estimated at 1x per quarter review of all linked resources to check functionality and update as needed
- As needed updates for calendar to include upcoming events, and program offerings

Strategy Partners + Contributors

- Eastern Sierra Council of Governments
- Inyo- Mono Agricultural Commissioner
- Inyo County Environmental Health
- Mono County Environmental Health
- Inyo County Planning Department
- Mono County Community Development
- City of Bishop Planning Department
- University of California Cooperative Extension Farm Advisor
- Eastern Sierra Business Resource Center
- Natural Resources Conservation Service
- Farm Service Agency
- Inyo - Mono Resource Conservation District

TIER 1: FOUNDATION

RETURN TO STRATEGY NAVIGATION TOOL

1B. Local Producer Directory + Market Capture

- A local producer directory is a marketing bridge between producers and consumers that offers a current, comprehensive source of information. It highlights producers, product availability, purchasing locations or agritourism experiences. It is a collective marketing effort to position agriculture as a core regional offering for local and visiting consumers alike.

Markets + Marketing

AUDIENCE + OBJECTIVE

Target Audiences: Local residents, visiting tourists, local restaurants
In Support of: Local producers to enhance their market reach
Challenge: 1. Consumers (local residents + business owners) expressed the need for a reliable source of information on where to access local products and agricultural experiences. **2.** Producers desire market access that serves both local residents and visiting tourists to expand their market and volume of sales
Goals:
1. Bolster the local food system
2. Drive and meet demand for local food and agriculture products
3. Increase access to local products for residents and visitors

Strategy Implementation + Partners

As a part of larger regional initiatives to encourage community economic development, this strategy sits as a ready to enact tool in the toolkit. The Eastern Sierra Region is renowned for its unparalleled access to an array outdoor recreation and tourism activities. As the second largest economic driver in the region, agriculture is well positioned for cross-sector collaboration with tourism and recreation. In addition to adding value to guest experiences through local products, agritourism can anchor the region as a destination not only for recreation but also for meaningful and memorable experiences in agriculture. What has been a backdrop for many visitors can come alive through agritourism and first hand experiences on farms and ranches. Promoting and making accessible the locally produced offerings in the region can add to the allure for visitors and enhance their experiences in the Eastern Sierra.

For local consumers, this strategy will be successful if residents and business owner have a reliable, single source for information on where to acquire agriculture products, experience agriculture offerings. Leveraging this resource will allow more people to access local producers and foster a stronger local food system.

This strategy will require willing participation from producers. Interest from a subset of the producers in the region has already been proven by Blue Heron Farm’s initiative to create a [local producer directory](#). The goal here is not to compete with that guide but rather to relieve the burden of maintaining that resource from a small business owner, and invest support and resources to expand it.

Strategy Partners

Local Producers, Destination Marketing Organizations, Chambers of Commerce, Farm to Crag

Items to highlight

Farmers Markets, Local Businesses Sourcing Locally Agritourism Events and Experiences

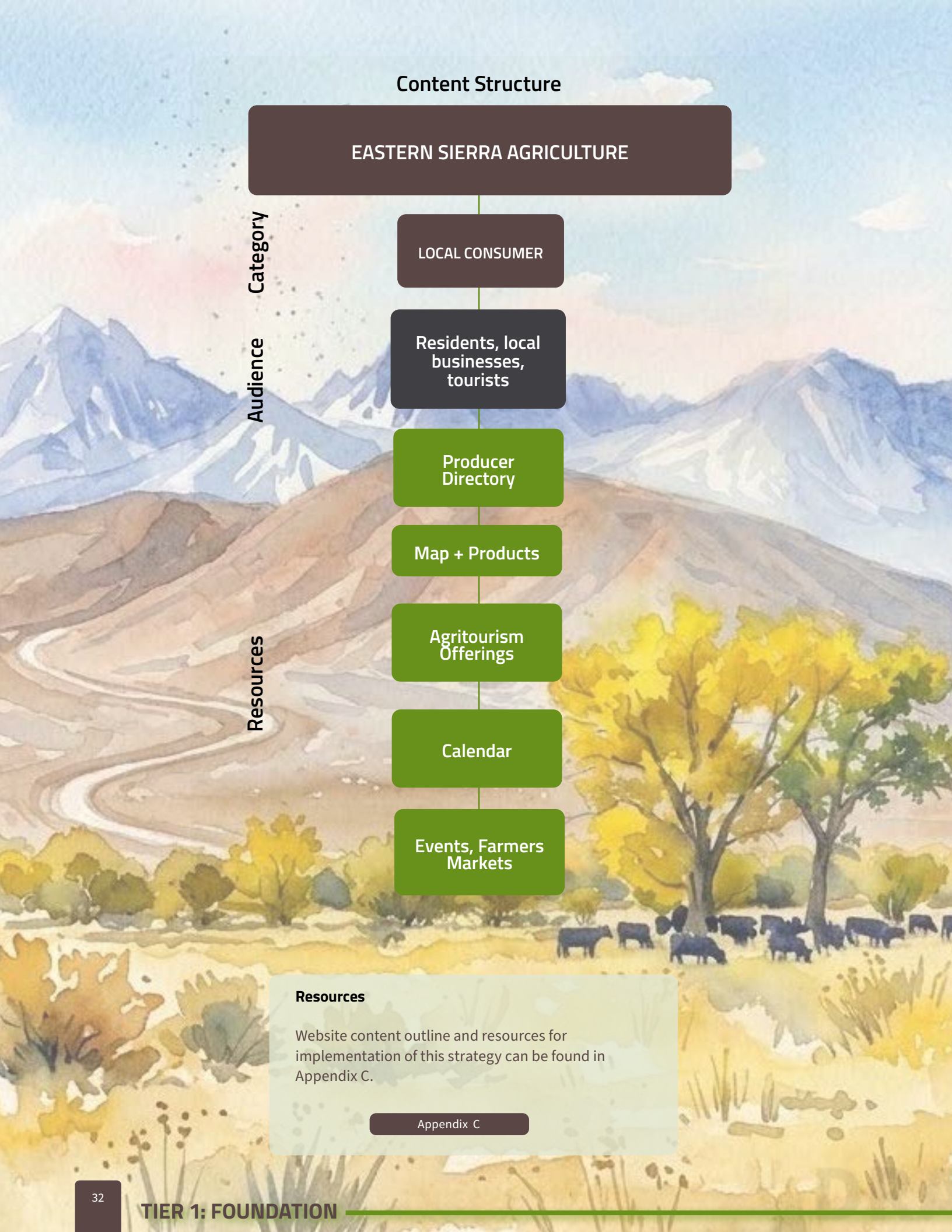
This is a nascent sector with a few long standing, representative producers that have operated in this space. As more producers expand services to include agritourism, combining these enterprises into the director will help amplify their success.

Case Study

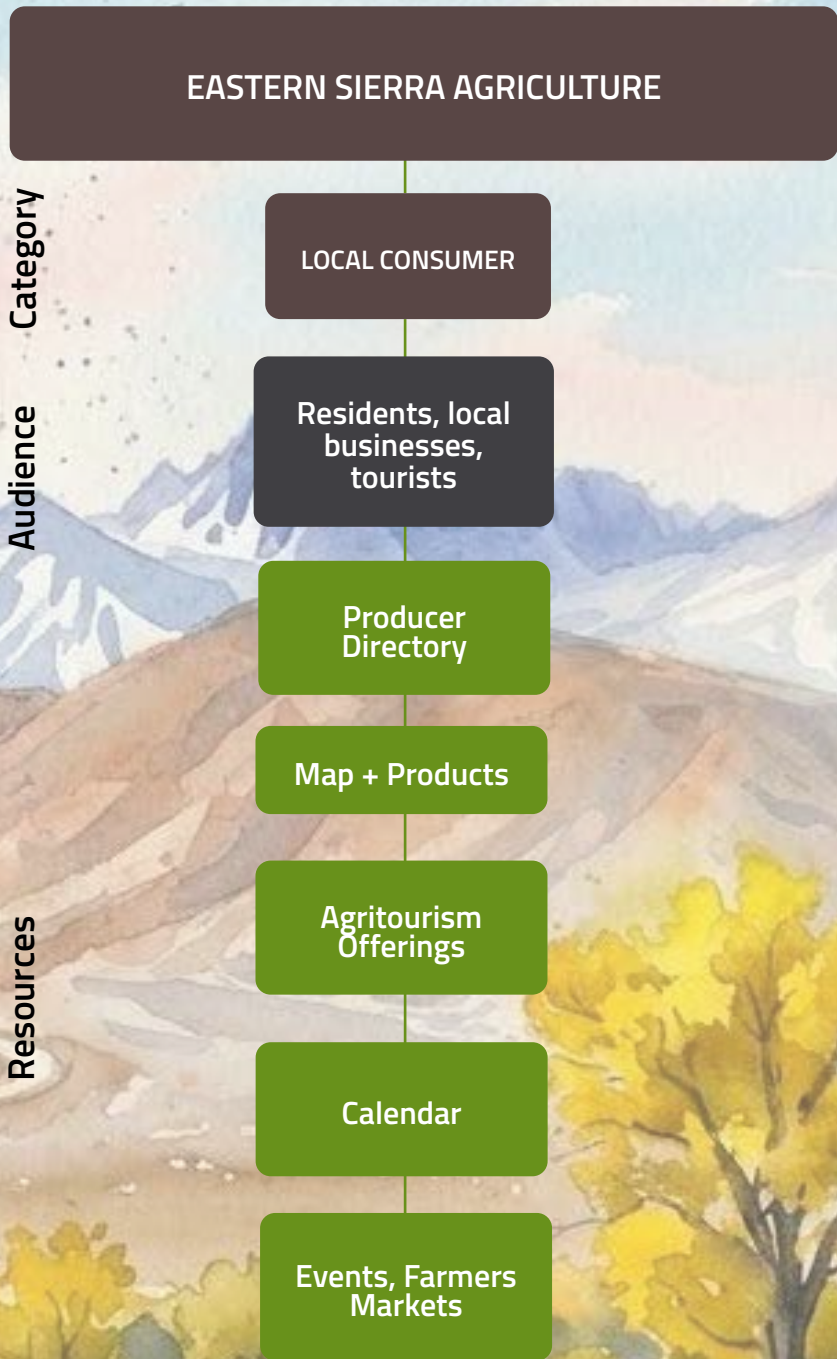
Genuine Skagit Valley provides a beautiful precedent for the promotion regional economic development in the agriculture sector through compelling opportunities to interact with, taste, and participate in local agriculture.



LINK



Content Structure



Resources

Website content outline and resources for implementation of this strategy can be found in Appendix C.

Appendix C

1C. Lease Amendment Recommendations

- This strategy recommends opening a constructive dialogue with Los Angeles Department of Water and Power by proposing goals for water security, agricultural diversification, agritourism, and lease inheritance to enhance the long-term viability of agricultural producers on leased lands.

Land Access + Tenure

AUDIENCE + OBJECTIVE

Target Audience: Los Angeles Department of Power and Water

In Support of: Agricultural Producers in Inyo and Mono Counties with land leases from Los Angeles Department of Power and Water

Challenge: Lessees face a rigid lease system that creates uncertainty for producers.

Goal: The goal of this strategy is to open a constructive dialogue by proposing flexible amendments that enhance the long-term viability and sustainability of agricultural operations.

Recommendations for Los Angeles Department of Water and Power (LADWP) Lease Amendments

To better support the viability and sustainability of agricultural producers operating with leases on Los Angeles Department of Water and Power owned lands, the following are recommendations that arose from interviews with producers. Understanding that each individual agricultural operation with a leased land base has its unique needs, opportunities, and constraints, the following recommendations are framed not as rigid demands but as flexible, high-level goals to better support the viability and sustainability of agricultural producers operating on lands owned by the Los Angeles Department of Water and Power. This strategy is designed to open a constructive dialogue with DWP, allowing for future negotiation on the specific details and implementation of each point.

Key Recommendations Based on what we heard from lessees, these recommendations represent a forward-thinking approach to amending current lease agreements.



1. Develop a Water Agreement for Mono County Operations

To ensure operational stability, it is crucial to establish a reliable water agreement for lessees in Mono County. The request is founded on the need for consistency, and the ability for agricultural businesses to effectively plan around water availability as they face climate variability and drought conditions. The absence of a water agreement between the City of Los Angeles and Mono County generates significant uncertainty for agricultural operations, particularly for commercial cattle enterprises dependent on irrigated rangeland leases. Approximately 6,000 acres of ranch leases in Mono County’s Long Valley lack guaranteed water rights, hindering ranch operations from effectively planning their annual production cycles and maintaining land management standards. This uncertainty jeopardizes the welfare of livestock and threatens the economic viability of these operations, ultimately impacting the local agricultural economy.



2. Establish a Process for Agricultural Diversification:

The current designated uses for LADWP leased land align with the established Classification of Lands and a defined system for scheduled rent payments that is designed to accommodate a narrow range of highly specific agricultural production options. To further the regional goal of agricultural diversification, a transparent and formalized process is proposed, allowing lessees to request permission to cultivate alternative crops or engage in varied livestock operations. While diversification may not be suitable for all leases, establishing a pathway for it where appropriate is essential. This could include rotational

crops or diversified livestock strategies, supported by a rental rate system akin to that used for alfalfa or cattle. Recognizing the constraints of fixed water allocations, crops with compatible water demands can be selected to align with specific leases and water allotments.

Establishing a clear and transparent process for agricultural diversification on DWP-leased lands offers significant mutual benefits. For producers, it provides the flexibility to adapt to changing market demands and environmental conditions, enhancing their economic resilience by allowing them to explore new revenue streams through alternative crops and livestock. This diversification, particularly through practices like crop rotation, directly contributes to improved soil health and increased biodiversity. Strategically, this presents a key advantage for DWP, as these sustainable land use practices can help the department meet its own environmental commitments, such as the green space acreage requirements under the Long-Term Water Agreement. By creating a defined process for approval of diversification, this approach moves away from a rigid, restrictive system and fosters a more collaborative relationship between lessees and DWP. This ensures the efficient use of water resources and stimulates local economic growth, with the understanding that any new venture would require appropriate crop selection and stocking rates carefully tailored to the specific land’s capacity and the established water allotment.



3. Create “Agritourism Zones” within Leases

A strategic approach to enabling lessees to add agritourism offerings to their agriculture operations involves advocating for the creation of designated “agritourism zones” within leaseholds. This targeted method is designed to proactively address concerns regarding liability, resource impact, and land management. By defining and containing activities such as educational workshops, farm-to-table dinners, or low-impact, short-term camping to a specific, manageable area, it minimizes potential overuse and simplifies oversight. To further align with LADWP’s existing administrative framework, exploring the use of their “special use permit” system as a regulatory pathway for these uses is recommended.

Leveraging a familiar process could streamline approvals and provide a clear, established structure for both the lessee and LADWP, presenting a practical solution that allows producers to diversify their income while giving LADWP a controlled, low-risk framework for managing these new uses.



4. Ensure Family Continuity and Lease Inheritance

The long-term viability of the region’s agricultural heritage is deeply connected to the ability of family-run operations to endure across generations. To support this, the primary goal is to secure a clear and stable process for passing these businesses down. The current lease structure, if to a single individual, creates significant uncertainty and risk for multi-generational succession planning.

The central recommendation is to allow for more flexibility in the legal structure of the lease-holding entity. Specifically, enabling the use of family trusts or other resilient business structures would decouple the lease from the life of any single person. This change would prevent a lease from being automatically jeopardized upon the death of a named leaseholder, thereby supporting the long-term continuity of these family businesses. By

providing this stability, vital agricultural operations can continue and the immense cultural and economic contributions that family farms and ranches make to the region can be safeguarded.



4. Provide Security for Cross-County Operations

The economic and operational landscape of agriculture in the Eastern Sierra is not defined by county lines. Many of the region’s most established agricultural businesses are inherently cross-county, relying on an interdependent system of leases that span both Inyo and Mono counties, often for seasonal livestock movement. The viability of their entire operation depends on the stability and security of their leases in both jurisdictions.

Any policy that disrupts one part of these integrated operations threatens the whole, undermining a vital component of the regional economy. Therefore, it is imperative that lease agreements and land management policies explicitly acknowledge and protect this interdependent structure.

1D. Zoning & Land Use Updates

- The existence of agriculture in Inyo and Mono Counties is predicated on appropriate zoning and land use designations that permit agriculture as a primary or secondary use. This strategy provides recommendations for how special (conditional) use permit language in specific zoning and land use designations can be updated to better support agriculture, while retaining alignment with the general plans for each county.

Product Diversification

Service Diversification

AUDIENCE + OBJECTIVE

Target Audience: Inyo County Planning Department, Mono County Community Development

In Support of: Agricultural Producers in Inyo and Mono Counties

Challenges: The current regulatory framework may lack the flexibility needed to adapt to modern agricultural practices and community needs, limiting economic opportunities.

- Goals:**
1. Enhance the economic viability of agricultural producers by supporting diversified practices and expanded service offerings, such as agritourism, through streamlined regulatory processes.
 2. Accommodate modern agricultural practices including season extension and crop protection structures in selected land use designations to promote diversified crop production and resiliency.

Objective

The primary objective of the recommended amendments zoning and land use designation language is to clarify and explicitly accommodate agricultural land uses that support the present day and future needs of the agriculture sector and residents of each County. The recommendations are informed by the Eastern Sierra Agriculture Activation Plan’s extensive stakeholder engagement, including input from local farmers, ranchers, agricultural organizations, and community members, in an effort to align the proposed amendments with the needs and aspirations of agricultural community. The intent is to support diversified agricultural practices and increased economic viability for agricultural producers within the county with an amended regulatory framework. For example, Accommodating specific small-scale agricultural structures in residentially zoned areas can meaningfully contribute to regional food security and promote self-sufficiency among residents. Accommodating expanded service offerings on agricultural land can support a robust agricultural sector that benefits the local economy while meeting the needs of the community.



Farm to Crag - Farm to Table Event and Farm Tour at Inyo Farm @ School High Tunnel . Images Courtesy of Ken Etzel

[Mono County General Plan](#) has an objective (Objective 1.G.) to protect open space and agricultural lands from conversion to and encroachment of developed community uses.

Mono County’s planning system is unique because it integrates land use zoning standards directly into its General Plan, rather than using a separate zoning ordinance. This means that each parcel of land is assigned a specific land use designation within the General Plan itself.



The following proposed revision explicitly integrates agritourism-related uses and structures into the AG land use designation, supporting the intent of preserving agricultural viability while accommodating tourism-related activities.

Proposed Updated Language: Mono County Land Use Designation for Agriculture (AG)

(Italic Blue = Proposed Updates)

INTENT:

The “AG” designation is intended to preserve and encourage agricultural uses, to protect agricultural uses from encroachment from urban uses, to provide for the orderly growth of activities related to agriculture, *and to support agritourism activities that enhance the viability of agricultural operations.*

PERMITTED USES:

Agricultural uses, provided that such uses are proposed in conjunction with a bona fide agricultural operation.

Agritourism Activities: Including but not limited to on-site educational tours, farm-to-table events, and workshops.

Stands for sale of agricultural products grown on the premises, including seasonal markets and events.

Single-family dwelling.

Manufactured home used as a single-family dwelling.

Accessory buildings and uses.

Farm labor housing.

Animals and pets.

Home occupations.

Fisheries and game preserves.

Accessory Dwelling Unit.

Uses Permitted Subject to Director Review:

Small-scale Agritourism Events: Such as weddings, gatherings, and festivals directly related to agricultural themes and activities.

Uses Permitted Subject to Use Permit:

Expanded Agritourism Lodging: Including guest ranches, small inns, bed-and-breakfast establishments, cabins, and camping grounds.

Commercial hog and poultry raising.

Farm labor trailer parks.

Public utility buildings and structures.

Airports, heliports, taxiways, and landing strips.

Stock feeding yards, animal sales yards, agricultural processing plants, and slaughterhouses.

Animal hospitals large and small, veterinary clinics, and animal boarding.

Kennel.

Mineral exploration activities.

Equestrian facilities.

Commercial hunting and fishing.

Rural recreation, parks, and golf courses.

Sports facilities and outdoor public assembly.

Plant nurseries.

Commercial composting facilities.

Exotic animals.

Development Standards:

Minimum Parcel Size: 2.5 acres, varies by area.

Minimum Lot Dimensions: Width – 60’, Depth – 100’.

Maximum Lot Coverage: 40%.

Minimum Setbacks: Front – 50’, Rear – 50’, Side – 50’.

Additional Standards for Agritourism Structures: subject to specific design and operational guidelines to minimize impact on agricultural operations and rural character.

Mono County Map of Scenic Byway in Agriculture Land Use Designation



Hunewell Ranch, Guest Ranch in Mono County. Images Courtesy of Hunewill Ranch

Within the Inyo County General Plan, Chapter 8.3.4, the goals for agriculture aim to sustain and expand Inyo County’s agricultural industry by identifying important lands, supporting continued production, discouraging urban conversion, minimizing land conflicts, promoting agronomic education, utilizing public and LADWP lands, and encouraging sustainable practices. (Inyo County Planning Department. Accessed July 14, 2026. [Inyo County General Plan.](#))

Inyo County does not include a specific agriculture designation within the zoning. Agriculture is however included as a land use designation in the General Plan. Commercial agriculture enterprises are allowed in Open-Space (OS-40) zoning and agricultural land uses are allowed to varying extents in other residential and commercial zones.



Agritourism

The following proposed revision explicitly integrates agritourism-related uses and structures into the Open-Space (OS-40), supporting the intent of preserving agricultural viability while accommodating tourism-related activities.

Proposed Updated Language: Inyo County Open-Space (OS-40)

(Italic Blue = Proposed Updates)

Proposed Language§ 18.12.010 Purpose:

Protect mountainous, hilly upland, valley, agricultural, and fragile desert areas from intensive land use activities.

Establish standards to preserve environmental resources, scenic and natural features, and open space character, while allowing for agricultural development.

Preserve open space around urban areas and provide for compatible multiple-use of nonagricultural lands held by public agencies.

Allow sustainable agritourism that complements open space preservation and agricultural operations.

§ 18.12.020 Principal Permitted Uses:

Single-family dwellings, including mobile homes.

Farms, ranches, livestock ranches.

Animal hospitals (except adjacent to residential zones).

Wildlife refuges, hunting and fishing preserves.

Include Agritourism Activities such as educational tours, farm stays, and small-scale events that are associated with a bone fide agricultural operation.

§ 18.12.030 Accessory Uses:

Dwellings for employees.

Private garages, storage structures.

Home occupations, guest houses, signs.

Roadside stands for agricultural produce.

Noncommercial agriculture.

Allow Agritourism-Related Structures as accessory uses, including visitor lodging facilities like cabins or camping areas, provided they align with environmental and scenic preservation goals.

§ 18.12.040 Conditional Uses:

Public stables, parks, campgrounds, recreational clubs, resorts.

Feed lots, dairies, commercial ranches.

Public and quasi-public buildings and uses.

Golf courses.

Airports, landing fields.

Mining and processing of natural resources.

Cannabis cultivation and micro businesses.

Expand to include Agritourism Events like weddings, farm-to-table dinners, and festivals, subject to conditions that mitigate environmental and community impacts.

§ 18.12.050 Development Standards:

Maintain existing standards for building height, parcel size, and yard requirements, with *potential flexibility for agritourism structures under specific conditions.*

Introduce guidelines for Agritourism Developments, ensuring they adhere to open space character and environmental protection measures.

The proposed revisions aim to integrate agritourism into Inyo County’s Open Space zone, supporting agricultural operations while preserving the county’s environmental and scenic resources.



Accessory buildings: Agricultural Growing Structures Amendment

The following proposed amendment to the zoning code for agricultural growing structures aims to accommodate modern agricultural needs within R-1 districts. By allowing structures like greenhouses, hoop houses, and shade houses to utilize transparent or semi-transparent materials, the amendment addresses the necessity for effective growing environments that can withstand the region’s challenging climate conditions. These structures enhance local food production, support modern agricultural practices, and ensure economic viability for small farms, all while complying with setback and design regulations to minimize glare and maintain the residential area’s character. This change aligns with broader policy goals to support local agriculture and improve food security.

Proposed Updated Language: Inyo County Single Family Residential (R-1)

(Italic Blue = Proposed Updates)

Current language: Accessory Structures § 18.78.150 Accessory buildings. Accessory buildings, including, but not limited to, sheds, barns, detached garages, shipping containers, metal freight boxes, and greenhouses shall comply with the requirements set forth below.

I. Accessory buildings shall be painted to similarly match the primary structure or the surrounding landscape;

Amended language: I. Accessory buildings shall be painted to similarly match the primary structure or the surrounding landscape; agricultural growing structures such as greenhouses, hoop houses, high tunnels, propagation houses, shade houses, and general season-extension structures may utilize transparent or semi-transparent materials that enhance light penetration and agricultural productivity, and shade houses may incorporate materials designed to provide adequate shading for sensitive plants. Materials and finishes for such structures shall be designed and maintained to minimize glare and reflective impacts on adjacent properties, roadways, scenic viewsheds, and surrounding natural landscapes.

Current language:

R-1 DISTRICTS—ONE FAMILY RESIDENCES:

§ 18.30.030 Permitted uses. The following principal uses are permitted in an R-1 district:

B. Garden, orchard field crop, where no building is involved;

Amended language: B. Garden, orchard, field crop, and structures for agricultural production (i.e. greenhouses, hoop houses, high tunnels, propagation houses, shade houses, and general season-extension structures) , provided that they comply with applicable setback and design regulations. Materials and finishes for such structures shall be designed and maintained or mitigated to eliminate glare and reflective impacts on adjacent properties, roadways, scenic viewsheds, and surrounding natural landscapes.

1E. Processing & Storage Capacity

- Develop local food processing and storage infrastructure to diversify product lines and support a regional food system.

Product Diversification

Markets + Marketing

AUDIENCE + OBJECTIVE

- Target Audience:** Local agricultural producers, community organizations, potential infrastructure partners.
- In Support of:** Local consumers, agricultural producers & food entrepreneurs in Inyo and Mono Counties
- Challenges:** Producers face limited access to facilities for efficient processing and storage of food products, hindering product diversification and market reach.
- Goals:** 1) Support the growth of diverse product lines and value-added goods.
2) Fill a regional gap in food processing and storage infrastructure

Food Infrastructure: Needs Assessment Outline



1. Processing Infrastructure

Meat Processing Capacity

Currently meat producers selling to the local market travel long distances to the nearest USDA slaughter and processing facilities. As demand surpasses thresholds, appropriately scaled, accessible regional processing facilities are needed.

Value-Added Processing

Provide certified commercial kitchen spaces to support producers and food entrepreneurs to expand product diversity and achieve regulatory compliance.



3. Market Linkages

Retail & Institutional Access

Leverage collaboration and coordination among producers and local retail businesses to meet the demand of local markets by supplying retail locations with diverse, reliable locally sourced products.

Institutional Access

Create systems for local producers to markets institutional buyers (Hospitals, Schools etc.)

Underserved Markets

Support SNAP/EBT acceptance at farmers' markets and secure placement in senior meal initiatives.

Coordinate with waste prevention efforts.



2. Storage & Logistics

Cold Storage Hub

Create on-demand, shared cold storage at various temperatures. Convert existing assets or develop new facilities to meet the demand and plan for seasonal fluctuations.

Food Web Logistics

Establish collaborative transit networks to distribute food from local producers to markets.

Waste Prevention

Create systems for salvaging locally produced surplus food, applying preservation techniques as needed such as canning or freezing and redirecting to local food banks.



4. Institutional Support

Technical Assistance

Use existing technical expertise from successful case studies.

Feasibility Assessment

Position a regional collaborative to receive grant funding for a comprehensive feasibility assessment for specific infrastructure needs.

Strategic Coordination

Transition from fragmented efforts to a unified model leveraging collaboration among dedicated roles (e.g., UC ANR for technical expertise, food system design professionals, local non-profits, regulatory agencies for ongoing support.

Nuanced Needs & Scalable Infrastructure

The needs outlined in this strategy arise from an analysis of the barriers to local agricultural product diversification. A key challenge in meeting the demand for locally produced food and farm products is limited processing and storage capacity. Addressing this challenge requires investment in **1) a specific feasibility study, 2) planning and design aligned with feasibility, 3) Right-sized and scalable infrastructure.** Even without more in-dept assessment, it is clear from stakeholder input that by developing access to processing and storage facilities, producers can better serve local markets and diversify their product offerings.



Each type of agricultural product—produce, grain, dairy, meat etc.—has unique processing requirements and associated food safety regulations. Specific infrastructure, inspection, and training are required for each category of processing. Cold storage for agricultural products extends beyond mere refrigeration. While initial cooling is crucial, long-term storage often requires managing factors like respiration and ethylene. Controlled Atmosphere (CA) Storage can significantly enhance shelf life, especially for specialty crops, as demonstrated by regions with advanced facilities like Washington and Oregon. Unlike the straightforward nature of deep freezing for meats, the nuanced storage needs for plants demand careful consideration in any agricultural plan. The physical infrastructure and equipment needs are myriad and highly regulated, making this a particularly complex challenge to address. A “build it and they will come” approach may not be effective due to the varied needs within the agricultural community; thus, a comprehensive study and commitment from potential users are essential.

The recommended method is to conduct a specific and detailed survey of producers to identify their specific processing and storage needs. This information will help determine if there are overlapping needs that justify the establishment of shared facilities. In addition to the specific infrastructure and equipment needs, **key items to identify include: appropriate location, business model, funding source, managing entity, cost to producers to use and anticipated use and output volumes.**

In a 2009 A Feasibility Study for Inyo and Mono County Livestock evaluated the potential for developing alternative livestock markets for beef and lamb in Inyo and Mono counties with an unfavorable feasibility determination.

“III. Infrastructure needs assessment

The development of alternative markets for livestock has been hampered by the lack of adequate processing facilities. Indeed, this is perhaps the single greatest barrier to the development of alternative markets for livestock products nationwide. Inyo and Mono counties do not have existing facilities adequate for processing significant numbers of livestock. In addition, there are no larger-scale feedlots available in the area that could be used to feed-out significant numbers of yearling beef to slaughter weights. This is a serious handicap in developing an alternative market.”

Schahczenski (2009)



Meat Processing Capacity

Current State

The barriers expressed in the 2009 infrastructure needs assessment statement remain true today. However, with 17 years elapsed, it is worth considering the recommendations, implications, and resources for this topic again. What has changed is that a select few producers have successfully operated direct to consumer beef enterprises from locally raised and grazed cattle, proving that despite the barriers caused by a derth of infrastructure, it a viable business option in the region.

Demand

While a more specific and in-depth study on this topic is necessary, data from the 2026 community surveys on local food reported that locally produced meat is in high demand (second most requested category), with 69% of respondents indicating a willingness to pay more for local food.

Based on conversations with local agriculture authorities and producers, *the question is not whether a local processing facility is needed, but rather what throughput would be required to meet financial and operational viability thresholds.* In order to legally sell meat to local markets; slaughter, processing and packaging must take place in a certified and USDA inspected facility. Inyo and Mono counties lack a USDA facility, forcing producers to transport livestock out of the region to the nearest services.

Planning Thresholds

A workable benchmark for a USDA-inspected facility is that a stationary plant generally needs on the order of 450 head of cattle per year, or the revenue-equivalent mix of other livestock, spread fairly evenly through the year to be profitable at a very basic service level. A mobile USDA-inspected unit usually needs materially higher and steadier commitment density per route because it carries similar inspection and labor burdens but has fewer opportunities to spread fixed costs; one real-world example projected about 500 beef in year 1, 700 in year 2, and 1,000 in year 3, while another mobile unit processed only 5–7 animals per week, which is usually a service model rather than a strong standalone profit model (Gwin et al., 2013, MSU Business 2022, Thistlethwaite 2020).

Stationary facility: Thresholds for Minimum Financial and Operational Viability			
SPECIES / MIX	MINIMUM THROUGHPUT	CADENCE	NOTES
Cattle-only equivalent	~ 450 head/year	~ 9 head/week, year-round	USDA's own summary of small-plant economics says a very basic small plant needs roughly 450 cattle-equivalent head per year to be profitable. (Gwin et al., 2013)
Mixed livestock equivalent	about 450 cattle-equivalent head/year	steady weekly bookings, not seasonal spikes	The same source says combinations of other livestock can substitute if they generate revenue equivalent to 450 cattle-head annually (Gwin et al., 2013).
Small multi-species plant	roughly 25–32 beef/week plus similar hog and lamb/goat volume at maturity	2 harvest days/week plus cut-and-wrap later in the week	A standard small-plant business plan modeled this as the target operating scale for a new USDA-inspected plant (Food & Livestock Planning Inc. 2011).
Very small local plant	<1,000 animals/year is usually too small for “regional” scale	intermittent, often appointment-constrained	A county planning guide classed <1,000 animals/year as very small and 1,000–3,000 as small, suggesting that sub-1,000 volumes often need subsidy, niche pricing, or custom-exempt positioning to work (Washtenaw County Food Policy Council, 2020).

Mobile facility: Thresholds for Minimum Financial and Operational Viability			
SPECIES / MIX	MINIMUM THROUGHPUT	CADENCE	NOTES
Cattle-only service	~ 500 beef in year 1, rising to 700 in year 2 and 1,000 in year 3	typically 1–2 days/week	A mobile-slaughter business plan treated this ramp as necessary for breakeven or near-breakeven performance (MSU Business 2022).
Multi-species route	enough committed animals to keep the unit booked most weeks of the year	regular route days with clustered ranch sites	Mobile units are especially sensitive to underutilization because travel time, sanitation, inspection, and labor costs are harder to spread (University of Hawaii Livestock Extension, 2021).
Low-volume service	5–7 animals/week	usually part-time, grant-supported, or cooperative	One USDA-inspected mobile unit on the Central Coast operated at this volume, which shows feasibility as a service but not necessarily as a standalone profit center (Thistlethwaite, 2020).
Cooperative mobile ownership	enough annual volume to cover depreciation and inspection across multiple producers	multi-county routing with member scheduling	The BAR-C model was created specifically to concentrate enough producer demand to justify a mobile slaughter unit (Flynn, 2011) .

Implications

For a stationary USDA-inspected plant, the clearest published breakeven benchmark in the material reviewed is about 450 cattle-equivalent head per year, with profitability improving when volume is distributed evenly across the year instead of arriving in seasonal bursts (Gwin et al., 2013).

For a small full-service plant, published business planning examples point to a higher working target than the bare-minimum breakeven level: roughly 25–32 beef per week, plus comparable hog and lamb/goat throughput, to support harvest, cut-and-wrap, and further processing (Food & Livestock Planning Inc. 2011).

For a mobile unit, there is no single universal breakeven headcount because route density, travel time, local fees, species mix, and whether cut-and-wrap is included change the economics materially. The evidence here suggests that a mobile unit usually needs committed, recurring bookings across multiple producers, and a low-volume schedule like 5–7 animals per week is possible but often dependent on cooperative structure, grants, or a broader business portfolio (University of Hawaii Livestock Extension, 2021, MSU Business, 2022, Thistlethwaite, 2020).

Important caveat

These are planning thresholds, not legal minimums. Actual viability depends on labor cost, inspector availability, whether the plant does slaughter only or also cut-and-wrap, species mix, waste handling, whether the plan includes a finishing lot, refrigeration load, local price points, and how steadily animals can be scheduled through the year. USDA and extension sources repeatedly emphasize that throughput, not just physical capacity, is the main constraint on long-term viability (Gwin et al., 2013, (Johnson, Marti, & Gwin, 2012).

For reference the most recent (2024) Livestock and Livestock products reports for Inyo and Mono Counties. Notably, the livestock herein are by vast majority not raised to slaughter weight or age within the region but are sold to markets and feedlots outside the region for finishing.

INYO COUNTY



LIVESTOCK & LIVESTOCK PRODUCTS						
	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2024	Head	8,260	\$1,637	\$13,522,000	
	2023		7,160	\$1,634	\$11,700,000	
Sheep & Lambs*	2024	Head	3,840	\$256	\$983,000	
	2023		3,900	\$253	\$987,000	
Eggs	2024	Dozen	2,300	\$8.50	\$19,600	
	2023		2,480	\$6.15	\$15,300	
Wool	2024	Lbs	28,000	\$1.68	\$47,000	
	2023		28,300	\$1.77	\$50,100	
Miscellaneous**	2024				\$278,000	
	2023				\$112,000	
Total Value	2024			\$14,850,000		
	2023			\$12,864,000		

* Includes feeder lamb gain.

** Includes beef stocker gains, goats, hogs, and poultry.

* Includes feeder lamb gain.
**Includes beef stocker gain, goats, hogs, and poultry.

MONO COUNTY



LIVESTOCK & LIVESTOCK PRODUCTS						
	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2024	Head	9,330	\$1,637	\$15,273,000	
	2023		8,090	\$1,634	\$13,218,000	
Sheep & Lambs*	2024	Head	15,100	\$256	\$3,866,000	
	2023		15,150	\$253	\$3,833,000	
Wool	2024	Lbs	67,950	\$1.68	\$114,000	
	2023		62,660	\$1.77	\$102,000	
Miscellaneous**	2024				\$2,428,000	
	2023				\$1,813,000	
Total Value	2024				\$21,681,000	
	2023				\$18,966,000	

*Includes feeder lamb gain.

**Includes beef stocker gain, goats, hogs, and poultry.

*Includes feeder lamb gain.
**Includes beef stocker gain, goats, hogs, and poultry.

Local FFA and 4-H Annual Livestock Auction with Mobile Processing Unit

An exemplary success story in bringing mobile processing to the area can be seen in the annual livestock auction hosted by local chapters of Future Farmers of America (FFA) and 4-H. This significant event for young farmers and the community provides FFA and 4-H members the opportunity to showcase and sell the livestock they have raised throughout the year. To enhance the auction experience and add value for buyers, a USDA-inspected mobile processing unit was introduced on-site in June 2026. This unit is part of the [University of Nevada, Reno Extension’s Mobile Harvest Unit](#) initiative, which facilitates on-site meat processing at accessible rates, while ensuring compliance with USDA standards.

Additionally, the [Extension’s Meat Workforce Development Program](#) offers educational opportunities for FFA and 4-H members. Through this program, young farmers gain valuable insights into the meat processing industry, learning about best practices, safety standards, and the importance of USDA certification. This integration not only enriches the auction experience but also prepares participants for future careers in agriculture and meat production.



A rendering shows the USDA and CDFA certified meat processing facility under development at the Colusa Industrial Park in Colusa, with first-phase completion expected in February 2026. Photo courtesy of Community Development Services.

Stationary USDA facility comparable:

Colusa County, California

The Colusa Meat Processing Facility is a community-led USDA/CDFA-certified slaughter and processing plant for cattle, hogs, sheep, and goats, with phase one (3,600 sq ft slaughter facility plus 1,000 sq ft cold storage) anticipated for completion in January 2026. This is a strong stationary analogue because it is rural, producer-serving, multi-species, and designed to solve local processing bottlenecks in a California county with a livestock base, similar to Inyo and Mono Counties.



Mobile USDA facility comparable:

Central Coast (CA) Mobile Harvest Unit

This USDA-inspected mobile unit was back in operation slaughtering at least 2 days/week and was processing about 5–7 beef per week at two ranch sites, with hanging, cutting, and packaging handled by a partner butcher shop. This is a strong mobile analogue because it shows how a California producer network can use a mobile slaughter model to serve dispersed ranches without building a full stationary plant first.

Central Coast Mobile Processing Unit: Inside and Out. Photo courtesy of nichemeatprocessing.org



Art by Kristen Lynn Zimmerman, 2025. Courtesy of Saba Food Hub

Community Owned Food Hub: Saba Food Hub

The Saba Food Hub is a community-owned, values-driven food supply chain located at Oakland's historic Produce Market Terminal. It connects small BIPOC farmers in California to institutions and corner stores in neighborhoods lacking fresh food access. The hub aggregates produce from these farms, utilizing cold storage and packing facilities to efficiently distribute seasonal produce via temperature-controlled routes. Revenue from institutional sales helps subsidize deliveries, making produce affordable at corner stores. Saba emphasizes shared ownership and governance, with 51% nonprofit ownership and the remaining 49% distributed among farmers, store owners, and community leaders. This model fosters equitable access to fresh food, engages stakeholders in decision-making, and reinvests in community leadership, highlighting Saba's commitment to equity and sustainable local food systems.



Tuscarora Organic Growers' warehouse facility. (Barham, Jim, and Fidel Delgado, 2015)

Produce Delivery to local Shop from Tuscarora Organic Growers'. (USDA Media by Lance Cheung, 2016)

Building A Food Hub From the Ground Up: A Facility Design Case Study of Tuscarora Organic Growers

"In an effort to provide food hub stakeholders with on-the-ground examples of how food hubs manage distribution infrastructure, USDA worked with Tuscarora Organic Growers, an established producer cooperative in Pennsylvania, to document the stages of development of its aggregation and distribution warehouse. This document describes the cooperative's solutions to warehouse layout, design, and function, and the associated costs of equipment and labor to gain the space capacity for handling certain amounts and types of product, with the hope that these insights will assist both new and expanding food hubs in making decisions about infrastructure investments" (Barham, Jim, and Fidel Delgado, 2015).

Resources

USDA Local Food Infrastructure Guide

Provides definitions and outlines key infrastructure needs, including aggregation warehouses, cold storage, and processing plants. This is particularly useful for developing facilities for transforming raw products into value-added goods like jams or flour. [USDA Local Food Infrastructure Guide](#)

Shared Kitchen Toolkit (The Food Corridor)

A comprehensive guide for planning, launching, and managing shared-use commercial kitchens, aimed at aiding in the development of food processing infrastructure. [Shared Kitchen Toolkit - The Food Corridor](#)

Community-Driven Food Hub Models

Focuses on pooling resources for establishing packing houses, acquiring aggregation equipment, and providing regulatory support, with an emphasis on supporting under-resourced farmers. [Community-Driven Food Hub Models](#)

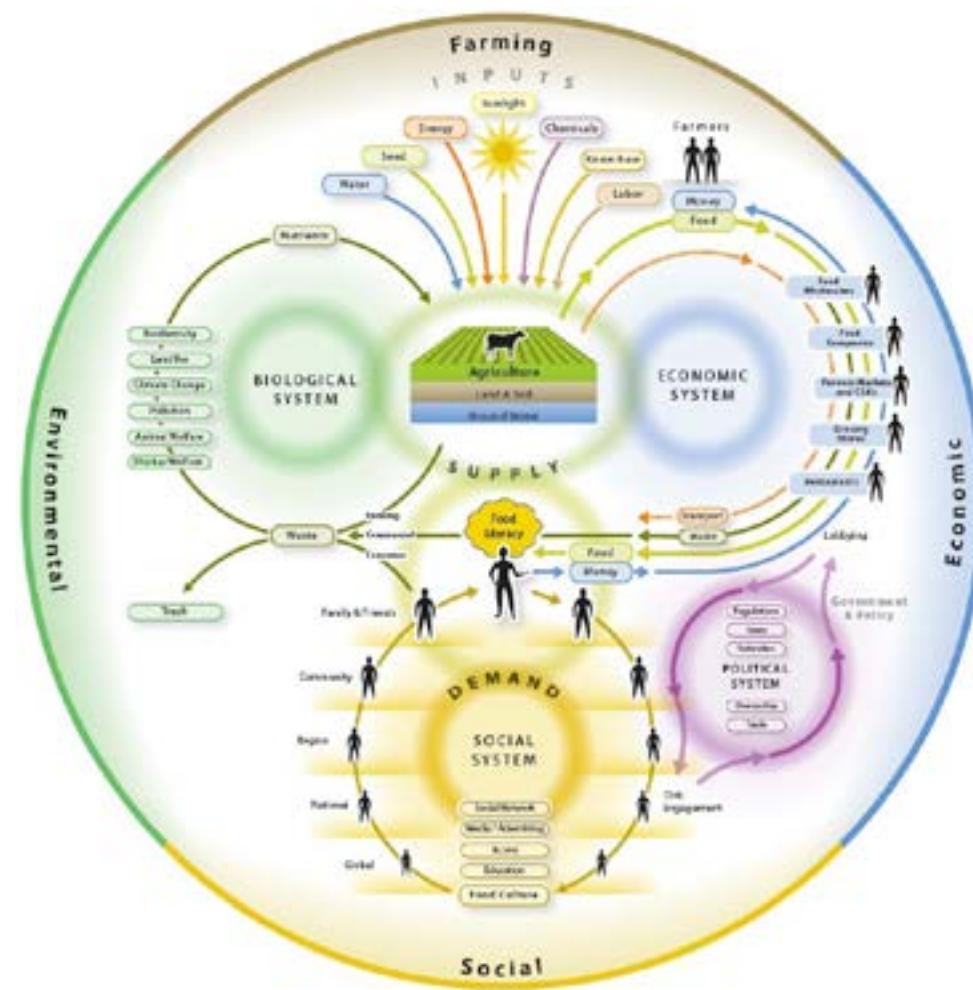
Small-Scale Cold Storage (MSU Study)

A study that provides guidance on designing efficient, small-scale, and low-cost cold storage systems for farms, highlighting the use of CoolBot controllers for enhanced energy efficiency. [MSU Study on Small-Scale Cold Storage](#)

Food Hubs and Rebuilding Missing Middle Market Structure in Agriculture: The Social in Supply Chain Development (The Plan Journal)

Discusses innovative infrastructure development using modular building blocks, like shipping containers, to create low-cost and DIY-friendly processing systems in rural areas. [Rural Food Hub Structure - The Plan Journal](#)

Food System Map



Food System Map. Courtesy of Nourish Life. Accessed: <https://www.nourishlife.org/teach/food-system-tools/>

1F. Improving Local Market Access

- A locally tailored approach to improving local food access for underserved communities and the local resident population as a whole.

Markets + Marketing

AUDIENCE + OBJECTIVE

- Target Audience:** Local Government, Community Non-profit Organizations, Local agricultural producers
- In Support of:** Underserved communities, Local consumers, agricultural producers
- Challenges:** Overcoming barriers that prevent underserved populations and the general population from accessing fresh and affordable local food, such as geographic isolation, transportation limitations, and cost.
- Goals:** 1) Improve equitable access (time, place, price, availability) to fresh, locally produced agricultural goods for all residents.
2) Ensure that traditionally underserved groups facing food insecurity can benefit from improved local food production and distribution systems.

Eastern Sierra Agriculture + Markets: A stakeholder engagement informed overview

External Markets

Producers selling to markets outside Inyo or Mono County find themselves at the mercy of price-driving factors beyond their control.

A notable example for local producers is the decline in alfalfa hay prices, reportedly linked to changes in nutritional guidelines for dairy cows that now include a reduced percentage of alfalfa in their feed, causing diminished demand for this commodity. Additionally, local markets are influenced by global production fluctuations and geopolitical dynamics that significantly impact the prices producers can acquire.

Cattle markets, on the other hand, are experiencing a positive trend, as evidenced by a sense of cautious optimism among local producers. However, seasoned ranchers understand the temporary nature of such bullish periods. Interviewees, including federal agency representatives and producers, speculate that current presidential administration policies might support grazing and maintain favorable cattle prices in the near term. Still, among producers and agriculture leaders there is concern about the deficiencies in our agricultural policies and the potentially irreversible damage to the United States agriculture sector, as highlighted in a letter, dated February 3, 2026, and addressed to the Chairmen and Ranking Members of the House and Senate Agriculture Committees, signed by bipartisan former leaders of agricultural commodity and biofuels associations, farm leaders, and former USDA officials (Wolle et al., 2026).

Local Markets

An additional market outlet for regional agriculture producers is the burgeoning local market. This market exhibits characteristics of emerging markets and enjoys considerable local support, as evidenced by responses to the community local food survey. Within this market, several segments exist, including local food businesses, institutions, tribal community members, and underserved communities, as highlighted in survey responses and interviews with local business owners and chefs.

Local market opportunities remain largely untapped, with survey data indicating a significant demand for product and service diversification. Key challenges—or opportunities for growth—include the need for consistent supply and clear, accessible marketing, distribution, and sales networks. Both residents and food business owners have expressed a

willingness to pay premium prices and accept inconveniences to support the local food economy. Strengthening market channels is crucial to bolstering the local agriculture movement.

Underserved Markets

Additionally, there is a significant gap between those with access to local products and those without. It is necessary to expand the local market to customers and businesses willing to pay premium prices required for profitable local agriculture businesses while simultaneously reaching underserved populations by involving non-profits or government programs that can help reduce the barriers to access (Feeding America, 2023). Beyond providing broader access to fresh, local food, there's a need for education on its use.

Matching Production to Demand

A significant majority of community members express a strong preference for purchasing local food. Their motivations are diverse, including supporting local farmers, enjoying better taste and quality, and caring for health and environmental sustainability. This preference is clearly demonstrated by high agreement levels on the benefits associated with local food.



Consumer Demand: desired local products

Produce (Fruits and Vegetables): The most frequent request is for a greater variety and year-round availability of fruits and vegetables, including specific types like Asian vegetables, greens, herbs, staple vegetables (potatoes, onions, carrots), native/heirloom varieties, and salad items.

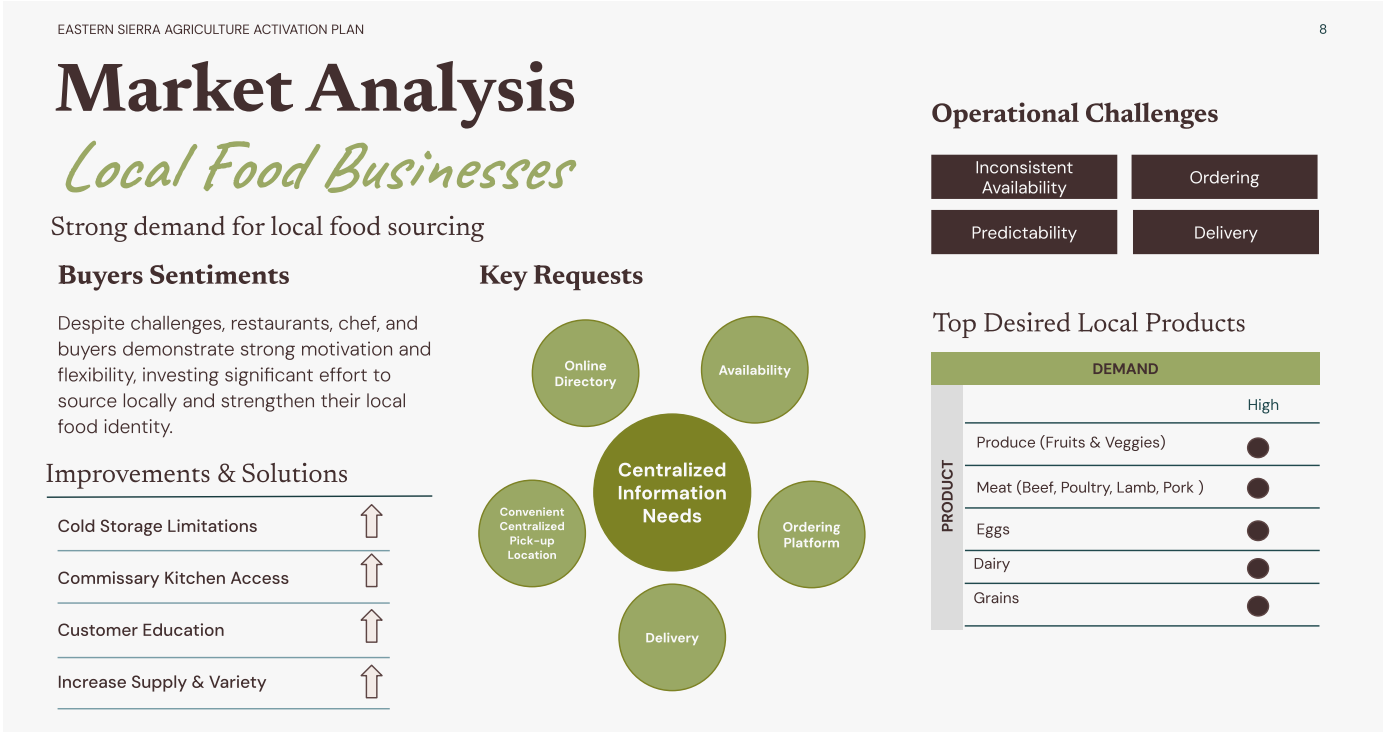
Meats and Proteins: Respondents commonly desire more options for local meats, particularly poultry (chicken, duck) and beef, as well as pork, lamb, and fish, with some noting barriers to selling local meat.

Dairy and Eggs: There is a high demand for more local dairy products (milk, cheese, goat dairy) and eggs, with a number of responses specifically requesting better or more convenient sources for eggs.

Grains and Baked Goods: Many respondents would like to see more local grains, flour (especially locally grown and milled), whole-grain breads, and baked goods (including sourdough and various cottage food producers).

Organic and Affordable: A significant theme is the desire for more organic options for all product types and an interest in making local food products more affordable.

Off-Season and Specialty Products: Respondents expressed interest in winter options, canned/jarred/shelf-stable, and dried foods for the non-growing season, as well as specialty items like honey, jams, wellness products, and fermented foods.



Barriers to Access Locally Produced Food and Products

Most respondents shop at one or more major grocery store chains in the region. **These chains are contractually obligated to buy from distributors outside the area, preventing them from sourcing locally.** As a result, access to local produce is largely restricted to independently owned markets.

Respondents identified several challenges in accessing local food, including inconsistent availability, limited selection, and price concerns. Seasonality also poses a significant challenge. While cost is a concern for some, **many respondents are willing to pay more for quality and locally sourced products**, as reflected in the consumer demand willingness-to-pay pie chart. When asked what makes accessing local food difficult, responses included:

- **Availability and Seasonality:** The most frequent difficulty cited is the limited and inconsistent availability of local food, especially outside of the summer months or growing season, with specific mentions of a lack of options in the winter and spring.
- **Location and Access:** Many respondents, particularly those in Mammoth, find it difficult due to the long distance to farms or markets (like in Bishop), the inconvenience of making a separate trip, and a general lack of centralized locations or retailers carrying local products outside of Manor Market or seasonal farmers’ markets.
- **Price/Cost:** A significant number of responses indicate that the price of local food, especially meat, is often too high or cost-prohibitive.
- **Limited Options and Variety:** Respondents noted a lack of variety, with limited selections of products (like dairy, meat, grains, or organic/vegan options) and low volume of supply.
- **Time and Schedule Conflicts:** The limited hours or timing of farmers’ markets (often during work hours) and the necessity of making extra trips make it difficult for people with busy work schedules or those who prefer one-stop grocery shopping.
- **Lack of Information:** A number of people expressed they are unsure where or how to find local food options and what products are actually considered “local.”

By addressing these obstacles, such as by improving availability, selection, and convenience, and improving information access through marketing or a cohesive producer directory, access to local food can be significantly enhanced for local consumers.

Preferred Solutions

To enhance the local food system, respondents suggest several solutions:

- **Increased Availability:** There is a demand for year-round options, a more consistent supply, and a wider variety of products.
- **Improved Accessibility:** Ideas include local options in more mainstream grocery stores, centralized markets or food hubs, and more flexible pick-up times for CSA programs.
- **Enhanced Information and Marketing:** Respondents desire clearer information on purchasing local food, suggesting Newsletters, better online listings, and improved marketing of local markets.
- **Support for Producers:** There is interest in supporting local farmers and expanding agriculture, with some highlighting regulatory barriers for small-scale producers.
- **Interest in Local Agriculture Services**
The community shows considerable interest in various agricultural services, especially farm tours, workshops, and on-farm events. This indicates a desire for greater engagement with and understanding of local agriculture.



Key Sentiments

The survey open ended responses highlight a broad community interest and support for strengthening agriculture in the Eastern Sierra. Key sentiments include:

- **Community and Cultural Value:** There is significant appreciation for local food production and its integral role in community well-being and culture. Respondents emphasize the historical and personal significance of agriculture and the need to preserve this heritage through education and generational involvement.
- **Infrastructure and Access:** Many participants advocate for consolidated farmers’ markets and improved infrastructure to facilitate easier access to local food products for consumers. Suggestions include year-round markets, more local CSA options, and a focus on making fresh, local produce more affordable and accessible to all income levels.
- **Regulatory and Resource Challenges:** Several responses point to regulatory barriers and resource constraints, such as land and water availability, as impediments to local agricultural expansion. There is a call for more supportive policies and grants to encourage organic farming and sustainable practices.

- **Local Economy and Resilience:** Respondents recognize the potential for agriculture to boost the local economy, create jobs, and enhance regional resilience. Encouraging local production can drive community stainability and reduce dependence on external markets.
- **Community Engagement and Education:** There is enthusiasm for more community-focused events, educational workshops, and producer spotlights. Such initiatives could strengthen the connection between producers and consumers, fostering a supportive and informed local network.
- **Environmental Considerations:** Many advocate for sustainable and climate-conscious agricultural practices, emphasizing the importance of protecting natural resources while supporting local food systems.

Overall, the survey responses reflect a collective commitment to enhancing local agriculture, with a strong desire for Structural improvements, increased accessibility, and continued community engagement to support this vision.

Underserved Markets Needs Assessment

External Markets

To incorporate and address the needs of food-insecure populations in Inyo and Mono Counties, a comprehensive strategy focused on local food production and access is essential. While the overarching objective of local markets and marketing strategies within this plan serves as a foundation, there is a risk of inadvertently excluding vulnerable groups. This strategy aims to enhance equitable access to local food resources and improve access for traditionally underserved populations facing food insecurity.

Relevance of Food Insecurity to Agricultural Activation Study

Understanding food insecurity in Inyo and Mono Counties is a precursor to developing the underserved market strategy. In order to tailor the strategy to the specific needs, a preliminary food insecurity assessment, based on existing data includes:

Magnitude of need

Food insecurity in Inyo and Mono Counties is significant, driven by rural geography, high living costs, and limited service density. Based on USDA food insecurity factors and definitions, food insecurity rates in Inyo County are estimated to be between 4.9% and 10.2%, depending on the measure used, while Mono County has an estimated rate of 15.9% (California Department of Aging, n.d.; Feeding America, 2023).

In both counties, the presence of multiple food access programs indicates ongoing demand, including monthly food distributions, pantries, senior meal programs, WIC, and emergency assistance (California Department of Public Health, n.d.; Feeding America, 2023). Inyo County’s public health and social service materials also suggest that food insecurity intersects with broader economic hardship and health needs, reinforcing the need for access strategies that reach households beyond traditional emergency food channels (California Association of Food Banks, n.d.; USDA, 2024).

Risk factors

The strongest risk factors for food insecurity include low income, unemployment, disability, lower educational attainment, and housing instability (California Association of Food Banks, n.d.; Feeding America, 2023). Rural residents are especially vulnerable when these factors combine with long distances to food sources and limited transportation options (King County Department of Public Health, 2023; USDA, 2024). The counties’ existing use of CalFresh, WIC, CalWORKs, and food distribution programs suggests that a meaningful share of residents are already navigating these risk factors (California Department of Aging, n.d.; Feeding America, 2023).

Access barriers

The main barriers are geographic isolation, transportation limitations, limited store and market options, and timing mismatches between food distribution schedules and work or caregiving schedules (California Association of Food Banks, n.d.; USDA, 2024). Cost is another barrier: even when local food is available, it may be unaffordable without subsidy or benefit matching, and market timing or location may make participation difficult for low-income residents (California Department of Aging, n.d.; Feeding America, 2023). Language access, internet access, and awareness of program eligibility can also limit participation in CalFresh, WIC, and other assistance programs (California Association of Food Banks, n.d.;

Feeding America, 2023). For Mono County specifically, the need for updated food resource guides across multiple dispersed communities suggests that access depends heavily on coordinated outreach and mobile or rotating distribution models (California Association of Food Banks, n.d.; Feeding America, 2023).

The access barriers revealed in the community survey echoed the challenges listed above. Based on community survey data, the primary barriers to local food access in Inyo and Mono Counties are centered around availability, cost, and convenience.

Key Barriers to Local Food Access

Inconsistent Availability and Seasonality: The most cited challenge is the lack of consistent supply (201 mentions). Because local food is often tied to the growing season, many residents find it difficult to source products year-round, with 113 respondents specifically highlighting seasonality as a major hurdle.

High Cost and Limited Selection: Price is a significant barrier for 136 respondents, while 135 noted a lack of variety in the types of local products available. Qualitative feedback suggests a particular desire for more local dairy, meat, and organic options.

Convenience and Information Gaps:

- **Effort to Find:** 86 respondents to the Local Food Survey stated it takes “too much effort” to find local food.
- **Operating Hours:** Many noted that farmers’ market hours often conflict with standard work shifts (e.g., needing options after 5:00 PM or 7:00 PM).
- **Geographic Access:** Residents in certain areas, such as Mammoth, often have to travel to Bishop to find a meaningful selection of local goods.
- **Awareness:** Some respondents mentioned that local food sources are often shared via “word of mouth,” making it difficult for others to know what is available or where to go.

Program targeting

This strategy prioritizes households most likely to face food insecurity in the two-county region: low-income families, seniors on fixed incomes, households with children, people with disabilities, seasonal workers, and residents in outlying communities with the least access to retail food options (California Department of Aging, n.d.; Feeding America, 2023). Program targeting should also focus on households already connected to CalFresh, WIC, senior nutrition programs, school meals, and county social services, since these channels can be used to identify eligible participants and reduce enrollment barriers. Because access barriers are spatial as well as financial, services should be targeted to communities with fewer food retail options and to locations already used for food distribution or public service contact points (California Association of Food Banks, n.d.; Feeding America, 2023). A practical targeting model would combine benefit promotion, subsidized pricing, mobile or pop-up market locations, and referral pathways through county social services, schools, and nonprofit food programs (California Department of Aging, n.d.; Feeding America, 2023).

Existing Community Assets and Resources

Bishop Paiute Tribe Food Sovereignty Program ([website](#))

Bishop Paiute Tribe Food Sovereignty: Nutrition Education Program [website](#)

IMACA Food Distribution

The Inyo Mono Advocates for Community Action (IMACA) operates a monthly drive-thru food distribution program at 11 locations, serving residents of both Inyo and Mono Counties. This program provides essential food assistance, including fresh produce, shelf-stable items, and other staples. Residents can find details on intake forms, pickup options, and the types of food provided through IMACA’s outreach (IMACA, 2026).

INYO COUNTY

Inyo County Aging and Social Services

This department administers several public assistance programs, including CalFresh, temporary cash aid, food assistance, and health insurance. Their website offers comprehensive resources, including application support, office locations, and hours for residents seeking assistance (Inyo County Aging and Social Services, n.d.).

Local Food Banks

Food Pantry: Eastern Sierra Shared Ministry

- Location: Bishop United Methodist Church, 205 North Fowler Street, Bishop, CA. his food pantry offers a variety of food available 24/7, with a box of food placed near the church for anyone to take as needed.
- Food Pantry: Salvation Army Bishop Corps
- Location: Main Office, 137 South Main Street, Bishop, CA
- This pantry provides access to fresh produce and canned goods. It also offers grab-and-go breakfast and lunch on certain days of the week.

Emergency Assistance: Salvation Army Bishop Corps

- Location: Main Office, 137 South Main Street, Bishop, CA
- The Salvation Army provides emergency assistance to individuals and families experiencing unexpected hardships, including temporary emergency shelter.

Food Banks in Inyo County

14 Total Locations
1 Food Banks
13 SNAP Retailers
3 Cities

Food Banks in Mono County

6 Total Locations
0 Food Banks
6 SNAP Retailers
3 Cities



MONO COUNTY

Mono County Program Data

Mono County Local Food Assistance Resources

- The Mono County Local Food Assistance Resources guide serves as a comprehensive resource for residents, detailing the county’s food distributions, pantries, senior meal programs, WIC services, and energy assistance options. The November 2025 Food Resource Guide includes essential food drop locations in Mammoth Lakes, Benton, Chalfant, Lee Vining, June Lake, Walker, and Bridgeport (Mono County, 2025). <https://monocounty.ca.gov/cao/page/local-food-assistance-resources-available-mono-county>

Regional and Network-Level Sources

Community Services Solutions Food Security Outreach Program

- This regional service model connects families to a variety of supportive services, including CalFresh, Medi-Cal, CalWORKs, and Behavioral Health services. It aims to enhance food security and access to essential resources for families in need (CSS, n.d.).

California Association of Food Banks

- As a vital network, the California Association of Food Banks links local organizations to a broader food bank system across the state. This network facilitates collaboration and resource sharing among food assistance providers, enhancing the overall capacity to address food insecurity (California Association of Food Banks, n.d.).



Enhancing Local Food Access

Philanthropic Support

Subsidized Food Programs

Local Food Delivery

Food Recovery Initiatives

Direct Donation to Food Banks

Farm-to-School Programs

Tribal Food Sovereignty Initiatives

Nutrition Incentive

Culinary Training Programs

Partnerships with Local Chefs and Restaurants

Educational Workshops on Food Preservation

Food Security Programs

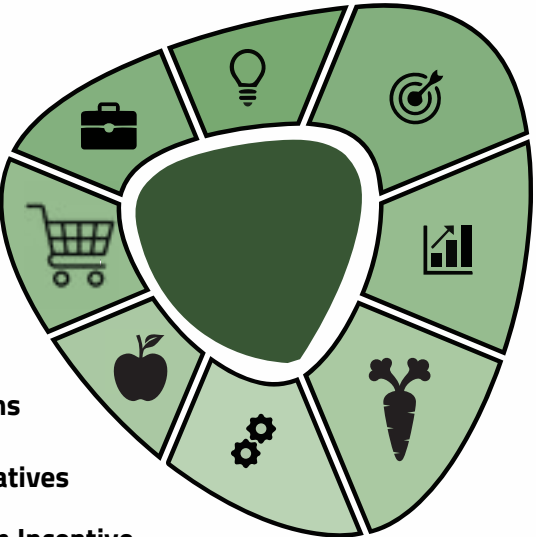
Policy Advocacy

Funding Opportunities

Monitoring and Evaluation

Public Awareness Campaigns

Share Success Stories



Gaps to fill: Encing Local Food Access

Philanthropic Support for Local Food Purchasing Enable programs that facilitate local food purchasing for underserved community members. Successful models like “Buy-One, Give-One” can alleviate the burden on producers while ensuring food is available to those in need through farmers’ markets and community-supported agriculture (CSA) programs.

Subsidized Food Programs Introduce subsidies for local farmers selling to low-income families, allowing them to offer fresh produce at reduced prices. This can be done through partnerships with local governments or non-profits.

Local Food Delivery Implement local food delivery that brings fresh produce and products directly to underserved community members. This can address transportation barriers and ensure access to healthy food.

Food Recovery Initiatives Establish partnerships with local farms and grocery stores to recover surplus food and redirect it to food banks and pantries. This reduces waste while providing more food options for those in need.

Direct Donation to Food Banks and Pantries Partner with local food banks and pantries to donate gleaned produce. This ensures that food goes directly to individuals and families in need, helping to alleviate food insecurity in the community.

Farm-to-School Programs Collaborate with local schools to source produce from nearby farms, ensuring students have access to fresh, healthy meals while supporting local agriculture. Inyo Farm @ School is a wonderful case study. [California Department of Education Funding Resources](#)

Food Sovereignty Initiatives Support community gardens and community agriculture education projects that enable residents to grow their own food. This fosters self-sufficiency and enhances access to fresh produce.

Nutrition Incentive Implement programs that provide incentives for low-income individuals to purchase fruits and vegetables, such as doubling SNAP benefits when spent at local farmers’ markets or grocery stores.

Culinary Training Programs Offer training programs that teach residents how to cook with local ingredients, focusing on healthy meal preparation and budgeting skills, making them more likely to purchase and use local produce.

Partnerships with Local Chefs and Restaurants Encourage local chefs to collaborate with farmers and food banks to create meals using surplus or donated food, which can be distributed to underserved populations.

Educational Workshops on Food Preservation Provide workshops on food preservation techniques, such as canning and freezing, to help families make the most of seasonal produce and reduce food waste. Refer to the UC Master Food Preserver Program.

Food Assistance Programs: Strengthen programs like SNAP (Supplemental Nutrition Assistance Program) and WIC (Women, Infants, and Children) to ensure eligible populations are enrolled and aware of benefits. Blue Heron Farm and Mammoth Farmers Market Accepts SNAP.

Emergency Food Services: Ensure that emergency food services are available and well-publicized for those in immediate need.

Policy Advocacy Advocate for Local Policies to create policies that support food access, such as zoning changes for agriculture or funding for food assistance programs.

Funding Opportunities Identify and apply for grants to support food access initiatives and local food systems.

Monitoring and Evaluation

- **Track Progress:** Establish metrics to evaluate the effectiveness of food access initiatives and adjust strategies as necessary.
- **Feedback Loops:** Continuously gather community feedback to improve programs and services.

Public Awareness Campaigns Promote Local Food Initiatives: Use social media, local events, and community boards to raise awareness about local food resources and programs.

Share Success Stories Share success stories of individuals and families who have benefited from local food initiatives to inspire others.

Case Studies + Resources

Programs that improved local food access for underserved populations

Market Match Program

Market Match offers matching funds to CalFresh (California’s SNAP program) recipients when they use benefits at participating farmers’ markets. This program increases the purchasing power for fresh fruits and vegetables, making it more accessible for low-income families. [Market Match](#)

- Partners: Local farmers’ markets, NGOs, state agencies.

Farm to Community Food Hubs Grant Program (CDFA)

Funds food hubs in underserved rural and urban areas, including Native American Tribes, to aggregate and distribute local produce, improving access through community-based distribution. [Farm to Community Grant Program](#)

Philly Food Bucks (Philadelphia, PA)

This program encourages SNAP recipients to purchase fresh produce by providing 2inFoodBucksforevery2 in Food Bucks for every 2inFoodBucksforevery5 spent using SNAP benefits at participating farmers’ markets. This initiative increases both access and affordability. Partners: Local non-profits, city health department, farmers’ markets. [Philly Food Bucks](#)

Double Up Food Bucks (National, USA)

Operated by the Fair Food Network, this program matches SNAP benefits dollar-for-dollar when spent on fruits and vegetables at participating locations. It expands purchasing power for low-income families and supports local farmers. Nonprofits, local markets, government agencies. [Double Up Food Bucks](#)

The Stop Community Food Centre (Toronto, Canada)

Integrates a food bank with a community garden and affordable markets, providing fresh local produce to low-income families. The Stop also offers cooking and nutritional classes to enhance food literacy. Local farms, health services, community volunteers. [The Stop Community Food Centre](#)

New Roots Fresh Stops (Louisville, KY)

Fresh Stops are bi-weekly, pop-up farm stands operated by community members in neighborhoods with limited access to fresh food. The food is pre-paid and sold at a sliding scale, ensuring affordability for all. Local farms, neighborhood organizations, volunteers. [New Roots Fresh Stops](#)

Tier 2 Strategies

Collaborative Strategies - Empowering Strategy Partners for Partner-Driven Agricultural Training and Support

Tiered Strategies		
	DESCRIPTION	PARTNERS
Agricultural Business Management Training	Develop comprehensive training and consulting programs to equip agricultural businesses with essential business management skills.	Eastern Sierra Business Resource Center UC Cooperative Extension Farm Advisor Local Agricultural Producers Expert Consultants
Succession: Support Generational Transitions	Provide Informational workshops and consulting services to support succession planning and generational transitions tailored specifically to agricultural context	Eastern Sierra Business Resource Center UC Cooperative Extension Farm Advisor Local Agricultural Producers Expert Consultants
Business Marketing	Offer marketing wokrshops and consulting tailored specifically to agricultural businesses	Eastern Sierra Business Resource Center UC Cooperative Extension Farm Advisor Expert Consultants

2A. Agricultural Business Management Training

2B. Succession: Support Generational Transitions

2C. Business Marketing

- Program offerings and consulting to support local agricultural business with business management, succession planning, and agricultural business marketing.

Education + Workforce

Markets + Marketing

Land Access + Tenure

AUDIENCE + OBJECTIVE

Target Audience: Local agricultural producers

In Support of: Local agricultural producers

Challenges:

- Producers expressed needs for accessible agricultural business management resources and specialized experts with the necessary skills to inform, educate and consult with agricultural business owners.
- The main challenge for succession planning in farms and ranches is ensuring a smooth transition of ownership and management across generations while maintaining family harmony and business viability.
- The main challenge for business marketing in this context is effectively reaching and engaging target audiences with limited resources and time.

Goal: Connect producers with resources, trainings and one-on-one consulting on the requested topics to support healthy viable agricultural businesses.

Strategy Partners



The University of California Agriculture and Natural Resources Cooperative Extension with a local office, Farm advisor, and Economic Development Advisor can play an important role both offering and orchestrating the program offerings. For topics within their specific areas of expertise they can offer informational presentations to raise awareness on a topic or conduct skill building workshops. For topics beyond their expertise, they can leverage the esteemed network of University of California Agriculture and Natural Resources experts to fill in the gaps.



The Eastern Sierra Business Resource Center (BRC) can serve as conveneing and promoting entity to advertise the offerings as well as provide a host site for such presentations and workshops. The BRC also functions as an ongoing resource for local agricultural businesses with their year roun programming and business services.

Agriculture Business Support Programs		
TOPIC	SUBTOPIC	CATEGORY
Business Management	Aspiring new producer - how to get started farming in the Eastern Sierra	Informational Presentation
Business Management Link to Program	Business Launch Pad: Food, Farm & Ranch Businesses Record Keeping, Access to Capital, Marketing and Branding, Food Safety	Informational Presentation (Virtual) 1:1 Support In-person Regional Resource Fair Fall 2026
Business Management	Topic of choice for new producer cohort, voted on in aspiring new producer Informational Presentation	Skill Building Workshop
Business Management	Cattle ranching economics (narrow this down to a specific desired topic within Cattle Economics)	Informational Presentation Professional Referral Consulting
Business Management	Agriculture Business Bookkeeping, Accounting and Tax Strategy	Informational Presentation Professional Referral Consulting
Business Management	New business enterprise planning	Informational Presentation
Business Management	Agritourism	Informational Presentation
Business Management	Organic Transition	Informational Presentation
Succession	Informational Presentation on the support resources available for generational transitions	Informational Presentation
Marketing Link to Program	General Business Marketing Strategy workshops	Informational Presentation Professional Referral Consulting In Progress
Marketing Link to Program	Online marketing- tools, strategies and resources	Informational Presentation Professional Referral Consulting In Progress
Marketing	Direct to consumer marketing, consulting support	Professional Referral Consulting

Implementation Recommendations

1. Establish a Subject Matter Expert Referral Network

Recommendation: Develop a robust referral network of subject matter experts to address specialized topics where in-house expertise is limited, such as Cattle Ranching Economics, Succession Planning, and specialized Accounting/Tax Strategy.

Create a vetted directory of consultants and industry experts, facilitating targeted “Consulting Hours” or “Office Hours” to provide producers with specific, actionable advice. Partner with entities such as UC ANR and California FarmLink to identify neutral, third-party consultants who can offer objective advice on sensitive matters like family succession planning.

2. Implement a “Train-the-Trainer” and Resource Curation Model

Recommendation: Leverage local staff to facilitate general awareness while engaging external partners for in-depth skill-building workshops.

Focus local staff efforts on delivering “Informational Presentations” and distributing curated resource toolkits. Collaborate with local marketing organizations to provide specialized, high-quality workshops, allowing strategy partner staff to concentrate on logistics and coordination.

3. Develop Cohort-Based Learning Tracks

Recommendation: If attendance is strong, transition from standalone presentations to structured, multi-session cohort-based learning models to enhance participant engagement and accountability.

Pilot the cohort model with the “Aspiring New Producer” group. Begin with a broad informational session to assess interest and needs, then allow the cohort to vote on priority “Skill Building” topics. Engage a partner or facilitator specifically for the selected topics, ensuring the training is demand-driven and maximizes participation.

4. Create Neutral Ground for Sensitive Topics

Recommendation: For issues involving family dynamics or business transitions, such as Succession Planning, prioritize the use of neutral, external facilitators to create a productive environment.

Establish a curated list of outside experts to provide professional referrals for family consulting. This approach minimizes conflicts of interest and offers a neutral perspective essential for navigating complex family business discussions.

5. Standardize the “Resource-First” Approach

Recommendation: Ensure that every training session is accompanied by a comprehensive digital or physical resource library to extend the impact of learning.

Institutionalize the requirement for facilitators to provide a “Resource Sheet” for each workshop, including links to established tools. This strategy ensures participants receive ongoing support and resources beyond the training events.

Resources

Aspiring New Producers

[How to start a farm: Beginning Farmers and Ranchers](#)

Business Management

[Building a Sustainable Business: A Guide to Developing a Business Plan for Farms and Rural Businesses](#)

[Californai Farm Link : Business Management Resources](#)

[UC Small Farms Network: Business & Planning](#)

[UC Small Farms Network: Risk Management Tools](#)

Succession

[Workbook: Farm Succession Planning: Where do I Start?](#)

Marketing

[UC Small Farmer Network: Marketing & Sales](#)

Tier 3 Strategies

Existing Platform Strategies - Leveraging existing platforms and models to support producers and landowners

Tiered Strategies		
	DESCRIPTION	PARTNERS
Land Sharing Platform	Connects agricultural producers with private landowners to overcome access barriers through innovative land use agreements and regional platforms.	FarmRoots California Farmlink Private Land Owners in Inyo and Mono Counties
Forever Farms Model	Secures agricultural land in perpetuity by partnering with land trusts to implement conservation easements and buy-protect-sell strategies, safeguarding it from development.	Eastern Sierra Land Trust Inyo Mono Resource Conservation District
Land Back	Returns land to indigenous tribes, promoting sustainable stewardship and cultural preservation	Tribal Partners Three Creeks & Owens Valley Indian Water Commission Private Land Owners in Inyo and Mono Counties

- 3A. Land Sharing Platform
- 2B. Forever Farms Model
- 2C. Land Back

Connecting agricultural producers and indigenous land stewards to land access

Land Access + Tenure

AUDIENCE + OBJECTIVE

Target Audience: Local agricultural producers, Local land owners

In Support of: Local agricultural producers, Local land owners, Tribes

Challenges:

- Limited private land availability for agriculture (less than 2% in Inyo County, 6% in Mono County)
- Barriers to accessing affordable, long-term land accesss
- Historical dispossession of indigenous lands

Goals: Connect agricultural producers, including tribal members, with access to land for agriculture through three avenues: Land Sharing, Forever Farms Model, Land Back.

3A. Land Sharing Platform

Overview

Access to land remains a significant barrier for agricultural producers in the Eastern Sierra region, where private land is scarce and public land leases are limited and challenging to acquire, often requiring private ownership of a primary land base as a precursor. A Land Sharing Platform can facilitate connections between agricultural producers and private landowners, offering innovative solutions to these challenges. This can be achieved through existing platforms that formalize rental agreements and provide access to available private land.

How Land Sharing Platforms Work

Land Sharing Platforms are digital or community-based solutions that connect landowners with agricultural producers who need access to land. These platforms typically operate through the following mechanisms:

- Listings and Searchability:** Landowners list available land with details such as size, location, existing infrastructure, water rights, and lease terms. Farmers can search for land that meets their specific requirements.
- Matching and Negotiation:** The platform facilitates matches between landowners and farmers, enabling them to negotiate lease terms or rental agreements that suit both parties.
- Support and Resources:** Many platforms offer resources such as templates for lease agreements, advice on sustainable farming practices, and legal guidance to ensure successful partnerships.
- Community Building:** Platforms often foster a community of users who can share experiences, resources, and support, enhancing the overall agricultural network.

Applying This Strategy to the Eastern Sierra

- Identify Stakeholders:** Engage with private landowners, local farmers, tribal communities, and organizations like the Eastern Sierra Land Trust to understand their needs and interests.
- Leverage Existing Platforms:** Utilize established platforms such as FarmRoots, California Farmlink, and New England Farmland Finder to connect landowners and farmers. These platforms already provide the necessary infrastructure for listing and searching for available land and succession planning.

- Promote Participation:** Introduce these existing platforms to stakeholders through outreach efforts, workshops, and partnerships with local organizations and government agencies to encourage their use.
- Facilitate Agreements:** Use the tools and templates available on these platforms to help landowners and farmers create fair and transparent rental agreements, ensuring both parties understand their rights and responsibilities.
- Monitor and Support:** Offer ongoing support and guidance to ensure successful matches between landowners and farmers, addressing any issues that arise to maintain the platform’s value to the community.

Existing Platforms



California FarmLink: Focused on helping beginning farmers secure land tenure, this platform provides support through lease agreements, financial expertise, and succession planning. It is particularly beneficial for those in California looking to transition farms. [California FarmLink Website](#)

Land for Good: This organization offers resources and



direct assistance to farmers and landowners, focusing on land agreements and long-term land access. It provides customized guidance on land tenure strategies. [Land for Good Website](#)

FarmRoots: This platform connects retiring farmers with



new stewards through mentorship, land access, and succession pathways. It offers options for both farmers looking to pass on their farms and those seeking to take over existing operations. [FarmRoots Website](#)

3B. Forever Farms Model

Overview

The Forever Farms Model aims to secure agricultural land for current and future generations by partnering with land trusts. This model protects farmland from development and ensures its availability at affordable rates, overcoming the barriers to accessing long-term, affordable land.

How the Forever Farms Model Works

- **Conservation Easements:** Land trusts work with landowners to place conservation easements on farmland, permanently restricting non-agricultural development and protecting the land’s agricultural value.
- **Buy-Protect-Sell Strategy:** Land trusts purchase threatened farmland, protect it with conservation easements, and then sell it back to farmers at reduced prices, making it accessible and affordable for agricultural use.
- **Long-Term Affordability:** By removing development rights and securing land with easements, the model ensures long-term affordability, allowing future generations of farmers to access the land.

Applying This Strategy to the Eastern Sierra

- **Utilize Existing Resources:** Leverage resources and expertise from the Bear Yuba Land Trust and California Farmland Trust to implement conservation easements and buy-protect-sell strategies effectively.
- **Establish a Forever Farms program within the Eastern Sierra Land Trust** and collaborate with the **Inyo-Mono Resource Conservation District**.
- **Engage Stakeholders:** Work with private landowners, farmers, and local land trust to identify lands suitable for the Forever Farms Model and prioritize high-value agricultural lands for protection.
- **Promote Awareness:** Conduct outreach and educational workshops to inform landowners and farmers about the benefits and processes involved in the Forever Farms Model, emphasizing its role in preserving agricultural heritage and land conservation.
- **Secure Funding and Support:** Explore funding opportunities through private donations, government grants, and partnerships with agricultural organizations to support land acquisition and conservation efforts

Case Studies

Bear Yuba Land Trust: Demonstrates successful implementation of the Forever Farms Model, providing a blueprint for preserving agricultural land through conservation easements. The Bear Yuba Land Trust has formed partnerships with Sierra Harvest, a local agriculture education non-profit, Briar Patch Food Co-Op and the Tahoe Food Hub to support this initiative. [Bear Yuba Land Trust Forever Farmers Program Website](#)



The East Multnomah Soil and Water Conservation District (EMSWCD): “Forever Farm” program achieves preservation of farmland through strategic partnerships and innovative financial mechanisms. It uses conservation easements to legally ensure land remains in agricultural use, which protects it from non-farm development. By integrating affordability protections, the model also addresses the financial barriers that new farmers face, ensuring that land remains accessible and viable for agricultural use. This approach supports farm succession and long-term agricultural productivity without relying on public ownership. The model’s success with projects like Good Rain Farm in Troutdale demonstrates that such frameworks can maintain local agricultural economies while achieving conservation goals. Key to success if the collaborations between conservation districts, land trusts, and farmers, using flexible easement tools to align economic and environmental objectives. [EMSWCD Forever Farms Projects](#)



3C. Land Back

Overview

Land Back initiatives focus on returning ancestral lands to Indigenous tribes through collaborations with Indigenous tribes, the state, land trusts, and private organizations. This process involves grants, direct donations, and co-management agreements. By restoring these lands, Indigenous tribes can reclaim cultural stewardship and exercise self-determination over areas that are both sacred and ecologically important (Merenlender 2024).

California Policies

- **California Law SB-18 (2004):** This law acknowledges the rights of tribes to hold conservation easements on lands, aiming to protect cultural resources and promote stewardship. It mandates that state agencies develop tribal consultation policies, ensuring that tribes are involved in decisions affecting their lands.
- **Native American Ancestral Lands Policy (2020):** This policy enhances tribal access and use of state-owned or controlled natural lands. It focuses on facilitating co-management agreements, prioritizing tribal purchase or transfer of excess lands, and providing grants to support land procurement and conservation efforts (Merenlender 2024).

Applying This Strategy to the Eastern Sierra

Objective: Facilitate the return of ancestral lands to Indigenous tribes in the Eastern Sierra region to support sustainable land stewardship and agricultural practices, promoting cultural heritage and ecological balance.

Strategy Components

Identify and Prioritize Lands:

- Collaborate with tribes to identify and prioritize lands for return based on cultural significance, ecological value, and agricultural potential.
- Use mapping and historical data to guide the identification process.

Establish Partnerships:

- Form partnerships with state agencies, land trusts, and private entities to facilitate land transfers.
- Engage with local and state governments to secure support and resources for land return initiatives.

Utilize Existing Policies:

- Leverage California’s SB-18 and the Native American Ancestral Lands Policy to facilitate land transfers and co-management agreements.
- Encourage tribal involvement in land use planning and decision-making processes.

Create Funding Mechanisms:

- Develop grant programs and funding opportunities to support land acquisition and conservation efforts.
- Seek contributions from philanthropic organizations and government grants to finance land return initiatives.

Support Cultural Stewardship and Sustainable Agriculture:

- Encourage the development of cultural programs that integrate agricultural practices with traditional stewardship.
- Promote educational initiatives that highlight the importance of Indigenous land management.
- Facilitate training and capacity-building programs for tribal members in sustainable farming methods.

Potential Partners

Tribal Governments and Organizations: Work directly with tribes to understand their needs and priorities.

Eastern Sierra Land Trust: Collaborate on identifying and securing lands for return.

Philanthropic Foundations and Nonprofits: Seek financial support and advocacy for land back initiatives.

Case Study

Owens Valley Indian Water Commission: Three Creeks Land and Water Return Back to Indigenous Care. “Three Creeks is an extension of the Owens Valley Indian Water Commission’s mission to restore and grow healthy homelands, protect water, and create spaces where community, culture, and healing can thrive. It brings our water justice and land return work to life through direct stewardship, community offerings, ecological restoration, and shared healing space.” [OVIWC Three Creeks Website](#)



Photo Courtesy of Owens Valley Indian Water Commission

Tier 4 Strategies

Cross Sector Leadership - Collaborating across sectors to acheive coordinated land management goals.

Tiered Strategies		
	DESCRIPTION	PARTNERS
Irrigation Efficiency	Improve the efficiency and reliability of irrigation systems, manage water supply inconsistencies and sediment issues.	National Resource Conservation Service (NRCS) Inyo-Mono Resource Conservation District (RCD) Local Agricultural Producers
Compost at Scale	Enhance access to high-quality compost for producers, addressing soil health and desire to reduce reliance on chemical inputs	California Alliance for Community Composting Local Agricultural Producers
Fire Mitigation	Coordinate with and participate in fire mitigation strategies, in particular fuels reduction efforts by implementing appropriate targeted grazing	Eastern Sierra Wildfire Alliance Local Agricultural Producers
Invasive Weed Management	Support an integrated invasive weed management program to support producers' sustainable agricul- tural practices. Build on the Eastern Sierra Weed Management Area Strategic Plan (2019).	National Resource Conservation Service (NRCS) Inyo-Mono Resource Conservation District (RCD) Local Agricultural Producers

- A. Irrigation Efficiency
- B. Compost at Scale
- C. Fire Mitigation
- D. Invasive Weed Management

Enhancing the stewardship of agricultural lands in the Eastern Sierra through collaboration by addressing envi- ronmental challenges, improving resource access, and supporting producers in adopting sustainable practices.

AUDIENCE + OBJECTIVE

Target Audience: Local agricultural producers, Resource Conservation District, Eastern Sierra Wildfire Alliance, Cali- fornia Alliance for Community Compost, National Resource Conservation Service

In Support of: Local agricultural producers

Challenges:

- Inefficient or aging irrigation infrastructure hinders optimal water management and productivity.
- Lack of access to large quantities with assurances of quality and source traceability
- Vegetation management and fuel reduction require sustainable and scalable solutions.
- Effective weed management is limited by a lack of resources, workforce, and comprehensive strategies.

Goals: Goal: To enhance the stewardship of agricultural lands in the Eastern Sierra by addressing environmental chal- lenges, improving resource access, and supporting producers in adopting sustainable practices.

Cross-Sector Collaboration

Cross-sector collaboration is essential for executing multifaceted strategies that span various industries and demand cooperation from diverse stakeholders. By engaging leadership beyond the agricultural sector and fostering active participation within it, we can effectively pool resources, expertise, and innovative solutions. This unified approach strengthens our capacity to tackle complex issues—from enhancing water management and expanding composting initiatives to formulating fire mitigation plans and addressing invasive weed challenges. Such collaborative efforts ensure that strategies are tailored to regional needs and priorities, advancing sustainable practices and resilience in the Eastern Sierra. Through this concerted effort, stakeholders can amplify their impact, access financial and technical support, and facilitate significant advancements in environmental stewardship and agricultural productivity.

4A. Irrigation Efficiency

Land Management

Strategy Components

Producer Participation: Before implementing the strategy, it's crucial to acquire active participation from willing agricultural producers.

- By first engaging those already seeking assitance with irrigation practices, specific needs can identified and paired with appropriate solutions and funding programs
- For others, engaging them in dialogue and demonstrating the benefits of improved irrigation practices can expand participation.

Typical Process Steps:

- Assessment and Planning
 - Conduct a comprehensive assessment of existing irrigation infrastructure to identify inefficiencies and areas in need of upgrades.
 - Develop a strategic plan prioritizing projects based on urgency, potential impact, and alignment with available funding sources.
- Leverage Financial Support:
 - Utilize the USDA's NRCS Environmental Quality Incentives Program (EQIP) as a foundational funding source for eligible projects.
 - Identify and apply for additional grants and financial support through programs like the State Water Efficiency & Enhancement Program (SWEET) and the Ag Modernization Fund.
 - Collaborate with partners such as the RCD to fill funding gaps for projects not covered by EQIP.
- Implemen Improved Technologies:
 - Upgrade irrigation systems with modern technologies such as automated controls, drip irrigation, and remote sensing to improve water-use efficiency.

- Integrate real-time monitoring systems to optimize water distribution and reduce waste.
- Collaborate with Partners:
 - Partner with the NRCS, Resource Conservation Districts (RCD), and local water agencies to coordinate efforts and share resources.
 - Engage with organizations like The Freshwater Trust for co-funding opportunities and technical expertise.
 - Education and Capacity Building:
 - Provide training and technical assistance to farmers and landowners on implementing and maintaining efficient irrigation systems.
 - Promote best practices for water conservation and sediment management.
 - Monitor and Evaluate:
 - Establish a monitoring framework to assess the effectiveness of implemented projects and identify areas for further improvement.
 - Collect data on water savings and productivity gains to demonstrate the value of efficient irrigation systems.

Potential Partners

NRCS and Resource Conservation Districts (RCDs): Provide technical support and access to federal programs like EQIP.

California Department of Food and Agriculture (CDFA): Offer financial assistance through SWEET for on-farm improvements.

The Freshwater Trust: Collaborate for co-funding and expertise in irrigation upgrades.

California Department of Water Resources: Access additional grants and loans for integrated watershed management.

Netafim and Ambrook: Provide information on funding opportunities and assist in applying for grants and loans.

4B. Composting at Scale

Land Management

Objective: Improve access to high-quality compost for producers in the Eastern Sierra by establishing both on-farm and collective composting systems, thus enhancing soil health and reducing reliance on chemical inputs.

Pathway 1: On- Farm Composting

1. Education Training and Setup Support:
Develop training programs to educate producers on setting up and managing on-farm composting systems.
Provide technical support and resources for designing efficient composting operations tailored to individual farm needs.
Provide networking support to source any input not produced on-farm to support a well-balanced system and quality product.
2. Incentives for Adoption:
Offer financial incentives, such as grants or tax credits, to encourage producers to establish on-farm composting systems.
Collaborate with local agricultural agencies such as RCD to provide shared equipment or subsidies for composting infrastructure.
3. Quality Assurance:
Implement guidelines and best practices to ensure that on-farm composting maintains high quality and is free from chemical residues and weed seed.



Courtesy of BioCycle

Pathway 2: Collective Composting Locations

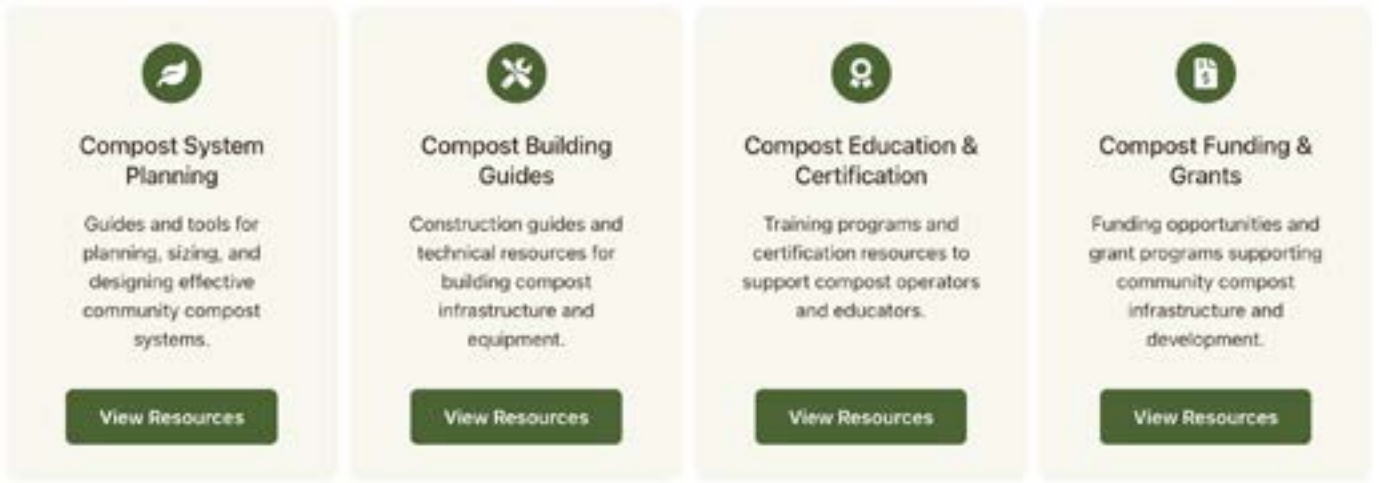
Sierra Compost, with technical support from California Alliance for Community Composting and funding from California Jobs First Catalyst grant funding have conducted a collaborative planing effort “to build community resilience around compost — keeping our nutrients at home to build healthy Sierra soils” (Sierra Compost, 2026). This local initiative includes a feasibility study for developing composting facilities. Sierra Compost is focused on developing decentralized, local composting programs that provide an affordable alternative to landfills, and create jobs, economic opportunities, and community.

Resources

Extensive resources have been collected and organized into a resource library curated by **Sierra Compost**.

[Resource Library](#)

Guides, tools, and training resources supporting community compost planning, education, and infrastructure development.



Sierra Compost Resource Library

4C. Fire Mitigation: Prescribed Grazing

Land Management

Objective

Implement targeted grazing as a sustainable and scalable solution for vegetation management and fuel reduction, enhancing fire mitigation efforts in the Eastern Sierra.



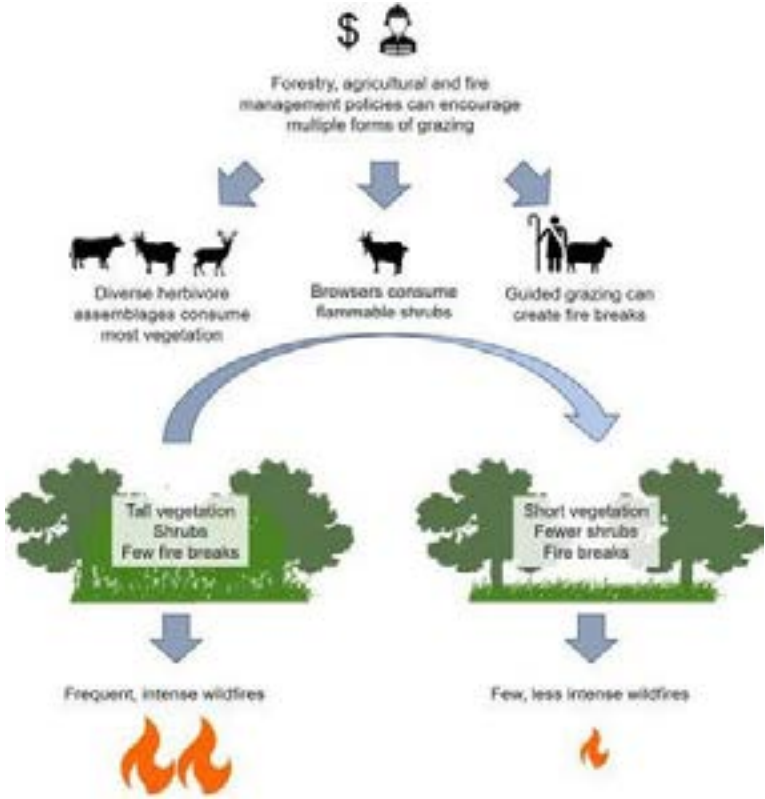
Prescribed Grazing

“Prescribed grazing is a versatile and ecologically-based wildfire mitigation strategy with well-documented co-benefits including carbon sequestration, native plant and habitat restoration, and the production of local food and fiber. By converting vegetation into food, fiber, and manure, prescribed grazing also naturally cycles nutrients and removes fine fuels more effectively than the two most common vegetation management alternatives: fossil fuel powered mechanical equipment and chemical herbicide treatments. Finally, prescribed grazing complements prescribed and cultural fire by reducing fuel loads before controlled burns, maintaining fuel loads in between controlled burns, and/or being implemented in areas where prescribed fire is considered too risky (e.g. near communities or critical infrastructure) or not appropriate for the ecosystem (e.g. areas that have burned too frequently).” Shobe, 2023

Strategy Components

1. Collaboration with Fire Planners:
Partner with community wildfire protection planners to integrate grazing into broader regional fire mitigation strategie. Assess appropriate applications for integrating grazing into existing fire management plans and objectives.
2. Engage Key Partners:
Collaborate with organizations such as the Eastern Sierra Wildfire Alliance, Whitebark Institute, and Inyo and Mono Wildfire Coordinators to leverage expertise and resources. Explore synergies with workforce development programs to support fire fuels management and seasonal positions related to grazing and fire mitigation.
3. Engage Agricultural producers and grazing contractors:
Early in the planning process, it is crucial to acquire active participation from willing agricultural producers or grazing contractors to understand feasible applications of grazing for fuels reduction and fire mitigation. For example determining the following will have important impacts on the strategy planning:
 - Appropriate species
 - Grazing plan - herd size, seasonality, rotation, fencing, transport
 - Oversight - animal health and safety
4. Assessment and Planning:
Conduct a detailed assessment of high-risk areas to identify where targeted grazing can be most effective in reducing fuel loads.
Develop a strategic plan that outlines specific grazing practices and schedules tailored to the unique vegetation and fire risk of each area.
5. Integrate Grazing Practices:
Implement grazing strategies using livestock as a natural method for reducing vegetation and fuel loads in designated areas.
Utilize best practices in grazing management to ensure ecological balance and stainability.
6. Monitoring and Evaluation:
Establish a monitoring framework to assess the effectiveness of grazing in reducing fuel loads and mitigating fire risk.
Collect data on vegetation reduction and fire incidents to evaluate the success of targeted grazing efforts.
7. Community Engagement and Education:
Educate local communities and stakeholders on the benefits of targeted grazing for fire mitigation.
Conduct workshops and field demonstrations to showcase successful grazing practices and outcomes.

Effects of large herbivores on fire regimes and wildfire mitigation.
Rouet-Leduc, 2021



Case Studies and Resources

Using Grazing Animals to Reduce the Risk of Wildfires: Provides insights into effective grazing practices for fire risk reduction. Shobe, 2023. [Link](#)

USDA Climate Hubs: Targeted Grazing for Wildfire Fuel Breaks: Offers resources and guidance on implementing grazing as a fire mitigation tool. Climate Hubs, USDA. [Link](#)

Grazing Management in Sagebrush Communities: Demonstrates the use of grazing to reduce wildfire risk in invasive annual grass prone sagebrush communities. Davies, et al., 2022. [Link](#)

4D. Invasive Weed Management

Objective

Build on the 2019 Eastern Sierra Weed Management Area Strategic Plan with a complementary producer-centered support layer to combat invasive weeds.

Context

The purpose of this strategy is to reinforce the existing Eastern Sierra Weed Management Area (ESWMA) framework by enhancing producer capacity to manage invasive weeds. This plan focuses on augmenting the current strategic plan without duplicating efforts, addressing the expressed needs for additional resources and support among local producers.

Challenges facing Producers

Producers face challenges in managing invasive weeds due to several factors. The following were expressed in producer interviews:

1. Lack of capacity and labor hours for weed management practices including: prevention (exclusion, detection, and eradication).

Eastern Sierra Weed Management Area Strategic Plan

“Mission Statement:

Eastern Sierra Weed Management Area (ESWMA) members will cooperate and coordinate activities to prevent and control noxious and invasive weeds within the boundaries of the ESWMA, which encompasses the entirety of Inyo and Mono Counties. The emphasis of these activities shall be focused on prevention, detection, control, and eradication of noxious and invasive weeds, through education and integrated pest management.” Eastern Sierra Weed Management Area Strategic Plan

2. Lack of funding support to address invasive weeds
3. Unidentified weed species, causing uncertainty in how to appropriately manage the species.

Objectives

Strengthen Producer Support:

Establish a producer support network within the existing ESWMA working group to provide rapid assistance in identification, prioritization, and treatment planning.

Develop shared resources, including rapid-response teams and call-down lists, to support producers in first-pass treatment and mapping.

Enhance Early Detection and Rapid Response:

Prioritize early detection and containment of small outlier infestations to prevent costly control measures.

Expand shared mapping and reporting systems to ensure all stakeholders work from a unified infestation picture.

Implement Weed-Free Operations:

Introduce preventive measures for roads, ditches, equipment movement, and disturbed ground to avoid new infestations.

Encourage the adoption of “weed-free” certifications for materials like hay and aggregate.

Focus on Control and Restoration:

Pair control efforts with revegetation and monitoring to prevent reinfestation, particularly in critical areas such as riparian zones and roadsides.

Develop a shared equipment and contractor access model to support producers lacking sufficient resources.

Workforce Development and Education:

Launch student internship programs focused on hands-on experience in invasive weed management, including mapping, monitoring, and treatment activities.

Partner with educational institutions to integrate weed management topics into curricula and provide field-based learning opportunities.

Engage volunteers and students in mapping and monitoring efforts to extend capacity and provide educational experiences.

Host seasonal field days and trainings focused on locally prevalent weeds, utilizing simple decision guides and technical expertise.

Monitoring and Evaluation:

Implement a consistent reporting pathway through mapping tools to log sightings and treatments, facilitating

ongoing evaluation and adaptation of strategies.

Coordination and Governance:

Utilize the existing ESWMA working group as the central coordination hub, aligning with regional priorities and governance structures.

Frame this enhancement as a complement to the current strategic plan, reinforcing existing principles of prevention, detection, mapping, control, and restoration.

Resource Allocation:

Introduce small-grant or cost-share programs to support labor, equipment rental, herbicide, and contractor time.

Establish shared seasonal crews to rotate among priority sites, offering direct support to producers.

Case Studies

Student and Emerging Professional Programs in Weed Management:

University of Nevada, Reno Extension - Invasive Plants Program offers a comprehensive Invasive Plants Program that focuses on educating and training individuals in effective weed management strategies. This program provides resources and support for those looking to enhance their skills in managing invasive species within the region. [Website](#)

Cal-IPC Student and Emerging Professionals Program

offers a Student and Emerging Professionals Program designed to support the next generation of invasive plant managers. This initiative provides networking opportunities, educational resources, and professional development activities to help students and early-career professionals advance in the field of ecological management. [Website](#).

[Cal IPC Job & Internship Board](#)



Common Invasive plants in the Eastern Sierra: (Left to Right) Perennial Pepperweed, Scotch Thistle, Canada Thistle, Puncturevine.

Tier 5 Strategies

Further Development - Recommended strategies for further development

- Markets + Marketing
- Education + Workforce

Tiered Strategies		
	DESCRIPTION	PARTNERS
Agritourism Promotion	Increase awareness and demand for agritourism opportunities in the region by promoting existing and new offerings.	Chambers of Commerce Destination Marketing Organizations
Collaborative Producer Network	Build a strong network for producers to share resources, knowledge, and market opportunities. The network could include physical resource expansion in the form of a tool library for shared use by small scale producers or a plant nursery for edible and native plant starts to supply producers and backyard gardeners.	Local Agricultural Producers
Youth Engagement & Education Pipeline	Create educational pathways that engage youth and encourage careers in agriculture	Local Agricultural Producers County Departments of Education 4H FFA
Community Food Education	Enhance community knowledge of local food availability, preparation, and preservation through education initiatives.	Local Agricultural Producers Local Non-Profits Local Chefs

Strategies for Further Development

The following strategies have been identified through stakeholder engagement as aligned with the study’s goals. While these strategies lie outside of the scope of this planning phase, they are valuable components and warrant further development in future scopes of work. We encourage potential partners to leverage the collected insights and drive these initiatives to fruition.

5A. Agritourism Promotion

Markets + Marketing

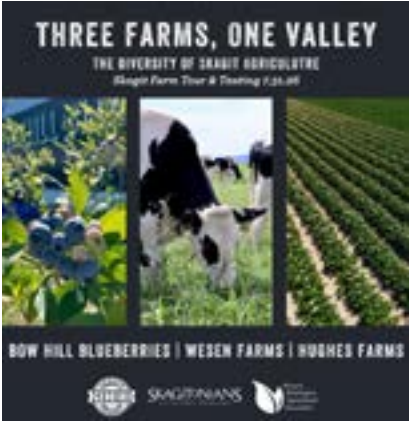
Introduction

Agritourism offers a unique opportunity to combine agriculture and tourism, providing visitors with an authentic experience of rural life while supporting local economies. By promoting agritourism, the Eastern Sierra can capitalize on its rich agricultural heritage and stunning landscapes, attracting tourists eager for unique experiences. Agritourism can add memorable and delicious offerings alongside the robust tourism activities and experience that have made this an iconic destination for visitors. The region can leverage its unique geographical features and existing agricultural practices to develop a robust agritourism sector, fostering partnerships with destination marketing organization, local tourism boards, and businesses to create compelling marketing campaigns.

Challenge
Limited awareness of agritourism opportunities can restrict potential visitor engagement and revenue.

Need
Develop marketing initiatives and promotional activities to highlight agritourism attractions.

Opportunity
Collaborate with tourism boards and local businesses to create targeted marketing campaign.



THREE FARMS, ONE VALLEY
THE DIVERSITY OF SNOHOMO COUNTY AGRICULTURE
Single Farm Tour & Tasting 7.23.21

BOW HILL BLUEBERRIES | WESER FARMS | HUGHES FARMS



Case Studies

Loggia, Farmhouse, Tasting, Tools, Local, Homegrown



VERMONT FRESH NETWORK
FARM & CHEF PARTNERSHIP

[Genuine Skagit Valley](#)[Sonoma County Farm Trails](#)[Vermont Fresh Network](#)



5B. Collaborative Producer Network

Education + Workforce

Introduction

A collaborative producer network is a tool worth developing to strengthening the agricultural community in the Eastern Sierra, where geographical isolation often limits access to input, resources, and knowledge. This strategy focuses on building a **producer-led** supportive network for producers, facilitating shared resources, and enhancing market opportunities. While informal networks exist, by establishing cooperative models like tool libraries, knowledge sharing, and mentorship, small-scale producers can access necessary materials and knowledge, fostering innovation and sustainability. The region’s unique agricultural landscape presents an opportunity to enhance collaboration among producers, leading to more resilient and efficient agricultural practices.

Partners: Local Agricultural Producers, Bishop Paiute Food Sovereignty Program

Challenge

Geographical isolation can limit access to materials, knowledge, and collaborative opportunities.

Need

Facilitate efficient sourcing, collective ordering, and networking among local producers.

Opportunity

Develop cooperative models to streamline supply processes and enhance collaboration and skill building.

Case Studies + Resources



Credit: Melissa Fery



Center for Integrated Agricultural Systems



[Creating a Farmer Network: Toolkit](#)

[Farmer-to-farmer networks](#)

[Guide: How to Start a Tool Library](#)



Extracted from: Collaborative Aggregation & Marketing of Local Farm Food : A qualitative analysis of farmers’ collaboration strategies

UNH Food Systems Lab

5C. Youth Engagement & Education Pipeline

Education + Workforce

Introduction

Engaging youth in agriculture is crucial for the long-term stainability of the agricultural sector in the Eastern Sierra. This strategy aims to inspire and prepare young individuals for careers in agriculture through educational pathways and hands-on experiences. With a growing need for new agricultural entrepreneurs, this initiative addresses the challenge by integrating agriculture into educational programs, using the region’s rich agricultural resources as a living classroom. Opportunities exist to collaborate with local educational institutions and farms, creating a pipeline that nurtures future agricultural leaders from elementary through high school and into higher education.

Partners: Local Agricultural Producers, Bishop Paiute Food Sovereignty Program, County Offices of Education, FFA, 4H, Cerro Coso, Non-Profits

Challenge

Tacit knowledge is at risk of being lost if it is not passed down to the next generation of agriculture entrepreneurs.

Need

Implement well-rounded educational programs and experiences that inspire and prepare young individuals for agricultural careers.

Opportunity

Use hands-on experiences, such as farm trips and comprehensive curricula, to build interest and skills in agriculture.

Case Studies + Resources



[California Agricultural Teachers’ Association](#)

[STEM: Food & Ag Council](#)

California Agricultural Teachers’ Association (CATA) CATA supports professional growth for educators by providing training and resources to teach agriculture in California schools, emphasizing experiential learning and collaboration with local farms. The organization’s efforts have led to enhanced agricultural education programs across California, fostering student interest in the agricultural field. California Agricultural Teachers’ Association

The STEM Food & Ag Council is a unique public-private partnership founded in 2013 and dedicated to driving education and career opportunities for the next generation of the food and agricultural workforce.

Introduction

Community food education is essential to enhance awareness and appreciation of local food systems in the Eastern Sierra. This strategy focuses on increasing community knowledge of local food availability, preparation, and preservation, promoting healthier eating habits and sustainable practices. By organizing educational workshops and peer learning sessions, residents can develop culinary skills and a deeper appreciation for local foods. The region’s diverse food offerings and community spirit provide an excellent backdrop for these initiatives, fostering a culture of stainability and local food appreciation that benefits both individuals and the broader community.

Partners: Master Food Preservers, Local Chefs, Local Agricultural Producers, Bishop Paiute Food Sovereignty Program

Challenge

Limited understanding of local food options and how to prepare and preserve them.

Need

Provide educational resources and workshops to deepen community connection to and appreciation of local food.

Opportunity

Organize chef-led cooking workshops, shared kitchen projects, and peer learning sessions.

Case Studies + Resources



Slow Food Chapters



Slow Food USA

Slow Food USA’s Community Outreach Programs Slow Food USA hosts events and workshops that focus on teaching communities about local food sources, preparation, and preservation techniques, often in collaboration with local chefs and preservation experts. The programs have raised awareness and appreciation for local foods, fostering a culture of sustainable eating practices.

Common Threads

Common Threads (National, USA) Common Threads offers nutrition and cooking education, focusing on underserved communities. It provides chef-led cooking classes, helping students and families learn how to prepare and preserve local foods.

7. Conclusion & Next Steps

- The Eastern Sierra Agriculture Activation Plan defines a strategic path forward, identifying actionable steps to support agriculture in Inyo and Mono Counties. By embracing collaborative initiatives and strengthening community partnerships, the region is poised to embrace and steward its agricultural landscape into the next phase of resilient, diverse, and economically prosperous agriculture.



The Eastern Sierra Agriculture Activation Plan represents a powerful step forward for the region’s agricultural future. By synthesizing stakeholder insights, historical context, and data-driven analysis, this roadmap provides a cohesive framework to move from planning to implementation. The strategies outlined—ranging from foundational regulatory updates and infrastructure development to collaborative training and cross-sector collaboration—are designed to build a more resilient, diverse, and community-connected agricultural system in Inyo and Mono Counties.

As the California Jobs First Catalyst Grant funding concludes, the region is now positioned to transition from strategy to action. Success will depend on the continued collaboration between local government, agricultural producers, and community partners. Moving forward, the following next steps are recommended to ensure the plan’s objectives are realized:

1. Establish a Coordinating Entity

To maintain momentum, it is essential to identify or form a central organization or steering committee. This entity will serve as the primary hub for:

- Strategy Oversight: Monitoring the progress of the five-tier strategy matrix.
- Funding Acquisition: Aggressively pursuing grant opportunities to support infrastructure projects, such as processing facilities and cold storage.

- Stakeholder Coordination: Ensuring ongoing communication between producers, county planning departments, and regional partners to align efforts and resolve implementation hurdles.

2. Prioritize Foundational Implementation

Immediate efforts should focus on the “Tier 1” foundational strategies, as these provide the necessary regulatory and resource infrastructure for long-term growth:

- Regulatory Alignment: Initiate the adoption of the proposed Agricultural Enterprise Ordinance (AEO) and zoning amendments in both Inyo and Mono Counties to streamline agritourism and diversified production.
- Resource Development: Launch the “Producer Resource Guide” and the “Local Producer Directory” to immediately lower barriers to entry for new farmers and improve market access for existing operations.

3. Strengthen Cross-Sector Partnerships

Agriculture in the Eastern Sierra is inherently interdisciplinary. Future efforts must continue to integrate agricultural goals with broader regional priorities, including:

- Wildfire Resilience: Partnering with the Eastern Sierra Wildfire Alliance and other organizations to utilize managed grazing as a tool for fuel mitigation.
- Food Security: Working with non-profits and social service

agencies to bridge the gap between local production and underserved communities, ensuring that the benefits of a robust local food system are shared equitably.

4. Food System Specialist Role

To further enhance the plan’s success, establishing a Food System Specialist position within the **University of California Cooperative Extension** office could be instrumental. This role could be responsible for key initiatives such as maintaining 1A, supporting 1B and 1F, and implementing the strategies for further development in Tier 5. By integrating the management of Master Gardeners, Master Food Preservers, and 4-H Garden projects, the specialist could leverage volunteer resources to enhance various programs. This position would be instrumental in driving local food system projects and fostering community engagement.

5. Continuous Evaluation and Feedback

The agricultural landscape is dynamic. The steering committee should implement a regular review cycle—at least annually—to evaluate the effectiveness of these strategies. This includes gathering ongoing feedback from producers to ensure that the plan remains responsive to changing market conditions, environmental realities, and community needs. The Eastern Sierra Agriculture Activation Plan is more than a document; it is a catalyst for economic and community vitality. By maintaining the spirit of cooperation that defined this planning process, the region can ensure that agriculture remains a thriving, resilient, and essential pillar of the Eastern Sierra for generations to come.

Thank You

Thank you for your participation.

We extend our heartfelt gratitude to all the stakeholders who participated in the engagement process, that formed the foundation for this plan. This effort would not be possible without your generous commitment of time; entrusting us with your experience and shared vision for what is possible in the Eastern Sierra agricultural landscape. Your insights and dedication have been invaluable in shaping a plan that reflects the community’s aspirations and potential.

Strengths of Eastern Sierra Agriculture as expressed by producers paraphrased:

Natural Abundance and Diversity: “Our region boasts abundant, relatively unpolluted land and water, with diverse habitats and environmental conditions perfect for a variety of crops, coupled with a globally unique indigenous agricultural heritage.”

Commitment to Stainability: “The Eastern Sierra’s focus on stainability shines through, driven by limited markets and a deep appreciation for the region’s incredible natural resources.”

Resilience and Passion: “Resilience defines us, with those who continue ranching driven by a love that transcends financial considerations.”

Environmental and Community Strengths: “Abundant water, sunshine, and well-drained soil, coupled with a central location, position our region favorably for diverse agricultural products.”

Community Unity and Support: “As a small community, cooperation and mutual support are our cornerstones, fostering a spirit of collective progress.”

Historical and Cultural Foundations: “A strong ranching and packing culture, along with long-standing family-owned land and livestock traditions, reinforce our community’s stability and legacy.”



Draft

Eastern Sierra Agriculture Activation Plan
August 2026



PLENA Planning + Design
Mammoth Lakes, CA
Plenapanning.com

Photo Courtesy of Sarah Attar

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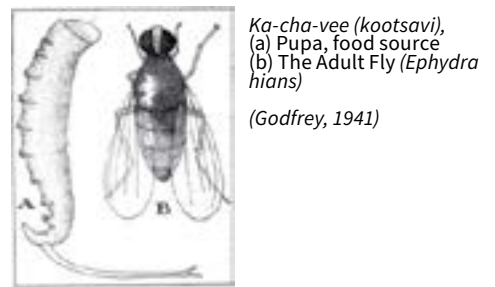
Appendix A



Kootzaduka'a Homelands
Mono Lake Kootzadukaa Tribe. (n.d.)

A note on boundary line maps

“We as Kootzaduka’a people see boundary lines as impossible demarcations of a landscape, but understand their importance in today’s world. Land is a continuum; to try to divide landscapes is like trying to divide the air we breath or the water we drink.”
(Mono Lake Kootzadukaa Tribe. (n.d.)



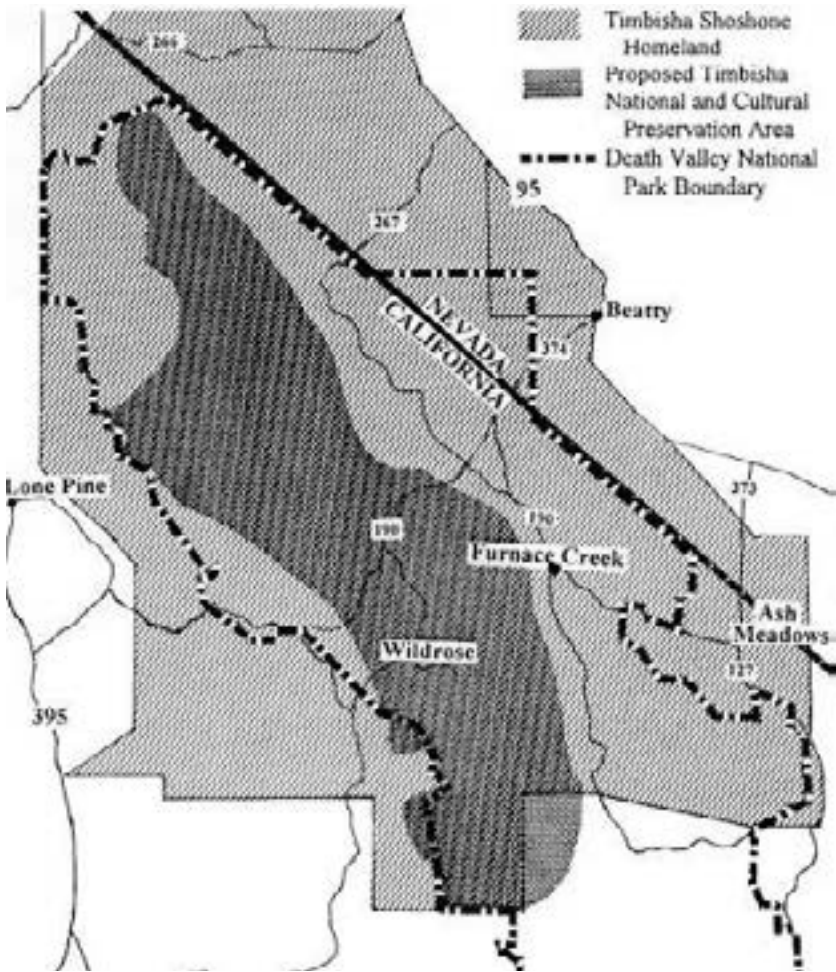
The **Timbisha Shoshone**, translating to “red rock paint,” have lived in relation with the Death Valley region for over 1,000 years. Their ancestral homelands span an 11-million-acre area that relies on seasonal cycles to gather pine nuts, harvest mesquite beans, and hunt game (Calpoly, 2026).

Tribal Homelands

Tribal groups throughout the region have cultivated cultures deeply connected to place. The agricultural practices correspond to the relations: trees, plants, animals, rocks etc. which inhabit each homeland ecosystem.

By no means comprehensively representative but as examples, the **Kootzaduka’a** are the southernmost band of the Numu (Northern Paiute). The Kootzaduka’a homeland resides within California and Nevada. Traditionally, the Kootzaduka’a hunted and gathered and derive thier name from “kootsavi-eaters,” in reference to the tribe’s traditional harvesting and consumption of kootsavi (alkali fly pupae, *Ephydra hians*) from Mono Lake’s shoreline.

Today, they are active stewards of the Mono Lake basin. They have maintained traditional practices, including harvesting kootsavi and pinyon pine nuts as well as traveling the long-established trade routes (Mono Lake Committee, 2025).



Timbisha Homelands, Fowler (2019)

Appendix B

Strategy 1A. Producer Resource Guide - Full Text

HOME PAGE

Welcome to your local source for all things agriculture

Your go-to resource for empowering producers and entrepreneurs in the agricultural sector of the Eastern Sierra.

Our mission is to provide essential business resources that support the growth and development of agricultural enterprises while connecting visitors and residents with local products.

Whether you’re a seasoned producer seeking new opportunities or a budding entrepreneur looking to start your journey, we offer a wealth of information to help you thrive. Explore our platform to discover valuable tools, resources, and connections that will enhance your business endeavors and promote the rich bounty of local agriculture in your community. Join us in growing and supporting our agriculture community!

- FARMER / RANCHER FOOD/ ENTREPRENEUR // I am a farmer, rancher or entrepreneur**
- SHOPPER // I am looking for local products and experiences**
- HOMEOWNER // I am a gardener, land or homeowner**

View Calendar

Join List to Stay Informed

Inbound Links Directing to the resource Guide

- Eastern Sierra Council of Governments
- Ag Commissioner’s Website
- Business Resource Center
- UCCE Farm Advisor
- Environmental Health
- Inyo County - How to Start a Business
- Mono County - How to Start a Business
- Environmental Health Website - Inyo & Mono

FARMER / RANCHER FOOD/ ENTREPRENEUR

Producer’s Guide: Farm and Ranch Resources

This guide is a resource designed to support and empower agricultural producers in navigating the complexities of establishing and managing their operations. This guide offers a process roadmap for starting or expanding an agricultural enterprise and a unified source for local resources available to assist you. Whether you are a seasoned producer or just starting, this guide aims to provide practical information and tools to help you succeed in your endeavors. We encourage you to explore and utilize the resources provided to enhance your knowledge and ensure compliance with local regulations.

Together, let’s cultivate a thriving agricultural community!

New to Agriculture or Want to Expand Your Enterprise?

Starting a new agricultural venture or expanding an existing one can be both exciting and challenging. To help you navigate this journey successfully, follow this step-by-step process to avoid common pitfalls and set your enterprise up for success.

Flow Chart Contents

Agricultural Producer Process

Step-by-Step Checklist

PRODUCTS Fruit and veggies Field Crops (Hay, Alfalfa etc) Grains Herbs Micro greens Nuts Flowers/ Cut Flowers Cannabis Eggs Livestock/ Meat Poultry Dairy Mushrooms Bees and Honey Compost, worm castings etc Nursery Starts Value added products

Phase 1: Feasibility & Planning

STOP! Consult

STRATEGIES Whole Product Processed for Value-Added Product Served to Customers Donation Wholesale

The regulatory pathway can be very different depending on whether the product will be sold whole, processed into a value-added product, served to customers, donated, or sold wholesale. Each has its own set of regulations and requirements.

Contact Environmental Health to determine whether a permit application is required

Direct to Consumer

STOP! Consult

Each sales channel has its own set of regulations and requirements

Wholesale

Contact Environmental Health to determine whether a permit application is required

PRODUCT SPECIFIC Certified Producer Certificate, Apply through your county agricultural commissioner and schedule an inspection to verify compliance with local agricultural regulations. county agricultural commissioner Certified Organic: Obtain certification from an accredited organic certifying agent, such as California Certified Organic Farmers (CCOF). This process typically involves submitting an application, undergoing an inspection, and demonstrating adherence to organic standards. Nursery Permit, Consult your agricultural commissioner to determine if a nursery permit is necessary for your operation. Egg Handler License : Register with the state of California if your operation involves handling eggs. Apiary Registration -Complete the online state registration for beekeeping operations to ensure compliance with local regulations: online state registration Value-Added Products: Confirm if approval is required with your County Environmental Health

BUSINESS Tax Registration (Federal, State of California) Business Registration in Inyo County, Mono County Guide to starting a Business- Inyo County , Mono County Municipal Business License (if applicable), City of Bishop, Mammoth Lakes

SALES SPECIFIC Sellers Permit Peddlers license (if operating outside Inyo County, Selling within Inyo County) Certified Farmers Market - Contact Agriculture Commissioner

Phase 2: Regulatory Compliance

RESOURCES Risk Management (recommended): FSA resources Insurance Business Resource Center

STOP! Consult

Contact Agricultural Commissioner to determine which permit application is required

Contact Agricultural Commissioner to apply for pesticide permit

Phase 3: Operations & Sales

Resources by Sales Channel

Business Resources - Resource Library

Grant Opportunities

Link to Fee schedules for Regulatory Steps

Certified Farmers Markets

The page is a California Department of Food and Agriculture resource hub for Certified Farmers’ Markets, centered on direct-marketing information. It includes the CFM program contact details plus links/resources for laws and regulations, certified producer information, market-related guidance, and a market locator.

If you are interested in opening a Certified Farmers Market, or in becoming a Certified Producer, please contact the County Agricultural Commissioner’s Office in which you produce your commodity.

https://www.cdfa.ca.gov/is/i_&_c/cfm.html

Farm Stands and Shops

The page provides resources for starting and managing farm stands and shops in California. It includes information on regulations, marketing strategies, business planning, and links to relevant publications and organizations.

<https://ucanr.edu/site/california-agritourism/farm-stands-shops>

[California Farm Stand Fact Sheet](#)

[Tips for Selling at: Roadside Stands](#)

Community Supported Agriculture

Community Supported Agriculture (CSA) is a model of food production and distribution that directly connects farmers and consumers. Consumers subscribe to the harvest of a specific farm or group of farms, receiving regular shares of produce or other farm products throughout the growing season.

Resources on the Page: https://www.cdfa.ca.gov/is/i_&_c/cfm.html

- CSA Producer Registration and Remittance Form: A form for CSA producers to register with the Department as required by regulations.
- Registered CSA Producers: A list or database of CSA producers who have completed the registration process.
- Small Farm Food Safety Guidelines: Guidelines on the safe production, processing, and handling of foods, both non-potentially and potentially hazardous, for small farms.

Additionally, the page provides links for more information on CSA producer responsibilities and general information, with further details available on the California Department of Public Health’s website regarding processed products.

Agritourism Start Up Guide

<https://ucanr.edu/site/california-agritourism/resources-farmers-ranchers>

Environmental Health Resources- Inyo County

Selling food in Inyo County , a quick guide: <https://www.inyocounty.us/sites/default/files/202605/New%20Food%20Facilities%20Permit%20Guidance%20Document.pdf>

Opening a brick and mortar food facility: <https://www.inyocounty.us/sites/default/files/202605/Food%20facility%20guidance%20document%202%20pages.pdf>

Application for a retail food facility: <https://www.inyocounty.us/sites/default/files/2025-09/Application%20for%20Retail%20Food%20Facility%20Permit%202023.pdf>

Guidance for a mobile food facility (Food truck): <https://www.inyocounty.us/sites/default/files/2026-05/Mobile%20Food%20Facility%20Guidance%202.pdf>

Mobile food facility application: <https://www.inyocounty.us/sites/default/files/2024-02/Mobile%20Food%20Facility%20Application.pdf>

Guidance doc for Compact Mobile Food Facilities (CMFO, non-motorized push-style carts): <https://www.inyocounty.us/sites/default/files/2026-05/CMFO%20Guidance%20English%202023%2001%2009.pdf>

App for CMFO: <https://www.inyocounty.us/sites/default/files/2026-05/Application%20Compact%20Mobile%20Food%20Operation.pdf>

Cottage Food Application: <https://www.inyocounty.us/sites/default/files/2025-03/Cottage%20Food%20Application%202024%2007%2003.pdf>

Cottage Food Labeling Requirements: <https://www.inyocounty.us/sites/default/files/2024-07/CFLabelingReq.pdf>

CDPH Approved Cottage Food List: <https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/Cottage-Food/ApprovedCottageFoodsList.pdf>

Community Development Resources - Mono County

Mono County General Plan Maps: <https://monomammoth.maps.arcgis.com/apps/instant/lookup/index.html?appid=e905579f7f3a40e5a731c397a4987d62>

Mono County Planning Permit Process: <https://monocounty.ca.gov/planning/page/planning-permit-process>

Education and Support Programs (For Producers)

Business Resource Center Programs: <https://easternsierrabrc.org/>

Beginning Farmers

Building a Sustainable Business: A Guide to Developing a Business Plan for Farms and Rural Businesses: <https://www.sare.org/wp-content/uploads/Building-a-Sustainable-Business.pdf>

How to Start a Farm: Beginning Farmers and Ranchers: <https://www.farmers.gov/your-business/beginning-farmers>

Business Management Resources

California Farm Link: <https://www.californiafarmlink.org/resource-library>

WORKBOOK: Farm Succession Planning: Where Do I Start? : <https://landforgood.org/wp-content/uploads/LFG-Farm-Succession-Planning-Where-Do-I-Start-Workbook.pdf>

Education and Support Programs

Eastern Sierra Business Resource Center: <https://easternsierrabrc.org/>

Land Sharing Platforms for Farmers and Ranchers

For farmers and ranchers seeking land, land sharing platforms present a valuable opportunity to access arable land without the burdens of ownership. These platforms connect you with landowners eager to find reliable individuals to cultivate their fields or manage their ranches. Whether you’re looking to expand your operations, start a new venture, or simply find a temporary space to grow your crops or raise livestock, these resources offer a diverse range of options. You can explore various land sizes, locations, and conditions, allowing you to find the perfect match for your farming needs. Additionally, these partnerships often foster a sense of community and collaboration, supporting sustainable practices while helping to revitalize local agriculture.

[California Farm Link](#), [FarmRoots](#)

Land Stewardship

Eastern Sierra Land Trust works with willing landowners to protect vital lands in the Eastern Sierra region for their scenic, agricultural, natural, recreational, historical, and watershed values. Visit <https://eslt.org/> to learn more.

Introduction to Regulatory Agencies

In the realm of agricultural production, understanding and adhering to regulatory frameworks is crucial for stainability and compliance. This guide aims to familiarize producers with key regulatory agencies that play a vital role in promoting environmental health, agricultural practices, and farm and ranch management. These agencies are here to help you navigate compliance at every stage of your operation. Below are brief descriptions of important agencies entities:

1. Counties of Inyo and Mono Agricultural Commissioner’s Office

The mission of the Inyo and Mono Counties Agricultural Commissioner’s Office is to promote and protect the agricultural industry of the counties, protect the environment, and ensure the health and safety of all its citizens. The department is also responsible for fostering confidence and equity in the marketplace. Examples of activities that may involve Agriculture and Weight & Measures for a new business include:

Human Safety and Environmental Protection: The County Agricultural Commissioner’s Office protects the health and safety of all Inyo/Mono residents, its agricultural industries and its environment with a series of comprehensive regulatory programs designed to prevent the introduction of exotic pests and to ensure the safe use of pesticides. The five programs to achieve these goals include:

- Pest Exclusion
- Pest Detection
- Pest Eradication
- Pest Management
- Pesticide Enforcement

Consumer Protection and Product Quality: Product quality programs are designed to ensure the production and sales of quality eggs, honey, fruits, vegetables, and nursery and seed products. Quality standards that these programs ensure include maturity, grade, size, and weight. Packaging and labeling are also examined to ensure consumer expectations are met. This includes:

- Fruit and Vegetable Quality Control
- Organic Food Production
- Egg Quality Control
- Certified Farmers’ Markets and Certified Producers
- Nursery Inspection
- Seed Inspection

The Agriculture Department also provides other mandated services, including:

- Apiary Inspection
- Crop Statistics
- Sustainable Agriculture

Weights and Measures: A gallon of gasoline, a cord of firewood, a loaf of bread, or a pound of fruit or vegetables...any item purchased is sold by weight, measure, or count. We protect the public from purchasing goods that are short weight or measure, and we protect businesses from giving their products and profits away when they use devices that could be inaccurate. Examples of these functions include:

- Weight Verification
- Measurement Verification
- Transaction Verification
- Weighmaster

Contact the Agricultural Commissioner’s Office if you have questions about requirements and permitting on these topics.

[Inyo and Mono County Agricultural Commissioner’s office](#)

2. Environmental Health Agency

Environmental Health generally becomes involved when agricultural products are processed, prepared, packaged, served, or sold through food facilities. Requirements vary depending on the product and how it will be sold. If you are considering producing value-added foods, operating a cottage food business, serving food to the public, or selling food products through restaurants, markets, or other retail food facilities, contact Environmental Health early in the planning process. We can help determine whether permits, approvals, or other requirements may apply to your specific operation.

Examples of activities that may involve Environmental Health include:

- Cottage food products
- Prepared foods
- Food processing
- Food sampling
- Agritourism food service
- Farmers Markets

- Farm Stands
- Selling food through restaurants or retail food facilities
- Temporary food events

Contact Environmental Health to determine whether permits, approvals, or other requirements may apply.

[Inyo County Environmental Health](#)

[Mono County Environmental Health](#)

3. Planning Department/ Community Development

In the realm of agricultural production, understanding and adhering to zoning regulations is vital for stainability and compliance. Zoning regulations define how land can be utilized, ensuring that production operations align with local planning goals and community standards. Key aspects include:

Land Use Designation: Zoning specifies the types of activities permitted on a property, such as agricultural, industrial, commercial, or residential uses. This ensures that production operations are appropriately located, minimizing conflicts with incompatible land uses.

Permitted Uses: Each zoning district has specific ordinances that outline what production, livestock, and site use activities are allowed.

Development Standards: Zoning regulations often include requirements related to building heights, setbacks, lot coverage, and parking.

Environmental Considerations: Many zoning regulations incorporate environmental protections, requiring assessments or permits for operations that could affect local ecosystems, water sources, or air quality.

Community Compatibility: Zoning helps maintain the character of neighborhoods by controlling the scale and type of production operations aimed at fostering a harmonious relationship between businesses and local residents.

Compliance and Enforcement: Zoning regulations provide a framework for compliance, allowing local authorities to monitor operations and ensure adherence to established rules.

Understanding and complying with zoning regulations is essential for producers to successfully establish and operate their enterprises while contributing positively to their communities. For specific zoning inquiries, producers should contact their local planning departments early in the planning process to ensure all requirements are met.

[Inyo County Planning Department](#)

[Mono County Community Development](#)

Resources for zoning classifications and land use designations.

[City of Bishop](#)

[Town of Mammoth Lakes](#)

Introduction to Support Agencies and Organizations

In addition to the regulatory agencies, several other resources are available to producers to support their operations. This guide aims to familiarize producers with key support agencies and organizations that play a vital role in promoting effective business management, financial assistance, promoting resource management, agricultural practices, and filling knowledge gaps. These agencies provide invaluable resources, expertise, and assistance to help producers navigate the complexities of agricultural operations. Below are brief descriptions of these important entities and how they can support agricultural producers in achieving their goals.

1. Natural Resources Conservation Service
2. Business Resource Center
3. University of California Cooperative Extension Farm Advisor
4. Resource Conservation District Local Working Group
5. Farm Service Agency
6. Additional Support Organizations (Local, Regional and National)
7. Cattlemen’s Association
8. Cattlewomen’s Association
9. Eastern Sierra Land Trust
10. Bishop Paiute Food Sovereignty Program
11. Farm to Crag
12. Community Alliance with Family Farmers
13. California Certified Organic Farmers
14. Join List to Stay Informed
15. Home Page: Eastern Sierra Agriculture
16. Eastern Sierra Agriculture
17. Business Resources
18. Find Local Products

1. Natural Resources Conservation Service

The USDA Natural Resources Conservation Service (NRCS) is a federal agency dedicated to helping agricultural producers improve, protect, and conserve natural resources on their lands. NRCS provides both technical and financial assistance to farmers, ranchers, and forest landowners, enabling them to voluntarily implement conservation practices that benefit both the environment and their operations.

Key Programs and Services

Environmental Quality Incentives Program (EQIP)

EQIP is NRCS’s flagship conservation program, offering financial assistance to producers who address natural resource concerns and deliver environmental benefits. Practices supported by EQIP include:

- High tunnels (hoop houses)
- Hedgerows and wildlife structures
- Irrigation systems
- Soil and water conservation measures
- Organic farming transitions
- Energy efficiency improvements on farms

EQIP also offers higher funding rates for self-identified Historically Underutilized Farmers and Ranchers (HUFR).

Conservation Stewardship Program (CSP): CSP supports producers who maintain and enhance higher levels of environmental stewardship. It helps build on existing conservation efforts and strengthens operations at regional or watershed scales.

Agricultural Conservation Easement Program (ACEP): ACEP provides technical and financial assistance to protect, restore, and enhance wetlands or safeguard working farms and ranches through conservation easements. It includes:

- Agricultural Land Easements to protect croplands and grasslands
- Wetland Reserve Easements to restore and protect wetlands
- Disaster Recovery Assistance

NRCS offers support to farmers and ranchers affected by natural disasters such as floods, droughts, fires, and hurricanes. This includes emergency recovery work and funding for conservation practices that mitigate future risks.

Additional Initiatives

NRCS administers several other programs and initiatives, including:

- National Air Quality Initiative: Helps producers meet air quality compliance through technical and financial assistance.
- Conservation Innovation Grants (CIG): Supports development of new conservation tools and technologies.
- National Organic Initiative: Provides assistance for organic farmers or those transitioning to organic practices.
- Emergency Watershed Protection (EWP) Program: Focuses on emergency recovery, including floodplain buyouts.

[NRCS Website: Search for Inyo or Mono County](#)

2. Business Resource Center

The Eastern Sierra Business Resource Center (BRC) is a one-stop location dedicated to supporting small businesses, entrepreneurs, and agricultural producers in the Eastern Sierra region. Located at 269 N. Main St., Bishop, California, the BRC provides confidential, one-to-one advising services and technical assistance to help businesses realize success.

Key Services for Agricultural Producers

Business Development Services

The BRC offers personalized support to help agricultural producers develop and grow their enterprises.

Services include:

- Business plan development assistance: Crafting comprehensive plans to guide your operation.
- Marketing and sales advice: Strategies to promote your products and reach customers.
- Financial management assistance: Tools to manage budgets, track expenses, and improve profitability.
- Technical Assistance
- The BRC provides technical guidance to help producers optimize their operations and address specific challenges. This may include:
- Best practices for sustainable agriculture
- Guidance on regulatory compliance
- Support for transitioning to organic or specialty farming
- Convening Services and Networking

The BRC fosters collaboration by:

- Hosting community events and meetings
- Providing networking opportunities with local producers, suppliers, and partners
- Creating a collaboration space for businesses to connect and share ideas
- Small Business Innovation and Incubation

The BRC supports innovation and growth through:

- Incubation services: Helping new agricultural ventures launch and scale
- Innovation programming: Encouraging creative solutions to agricultural challenges
- Community Development Programming

The BRC engages the community to strengthen local food systems and economic resilience. Programs may include:

- Workshops on local food production and distribution
- Initiatives to connect producers with consumers
- Efforts to enhance the region’s entrepreneurship ecosystem

[Eastern Sierra Business Resource Center](#)

3. University of California Cooperative Extension Farm Advisor

The Farm Advisor serves the people of Inyo and Mono counties in matters related to agricultural production by providing research-based production advisement.

Our Farm Advisor, Dustin Blakey, has a background in Horticulture. His emphasis is on improving the productivity and stainability of local food producers growing in the challenging Eastern Sierra climate. The office conducts research and offers advisement in the following areas:

- Season extension
- Appropriate varieties
- Planning and budgeting
- Pest control
- Best management practices for small-scale horticultural crops

Our goal is to help producers of all sizes fill in the gaps in knowledge that may hinder the viability of their enterprise. We can do this by cooperating on research projects, providing unbiased advice, and connecting you with other resources. We’re your connection to the University of California’s division of Agriculture and Natural Resources.

In addition to advising food production, we can provide advisement in Environmental Horticulture issues. Nurseries, arborists, landscapers and agencies should contact the Farm Advisor for more information.

If you are a producer of livestock, alfalfa, forages, or another crop and you need assistance, please contact us, as we can provide help though our state-wide connections.

[Inyo and Mono County Farm Advisor](#)

[UC Master Gardener Program](#)

[UC Master Food Preserver Program](#)

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 - EQIP also offers higher funding rates for self-identified Historically Underutilized Farmers and Ranchers (HUFR).
2. Conservation Stewardship Program (CSP): CSP supports producers who maintain and enhance higher levels of environmental stewardship. It helps build on existing conservation efforts and strengthens operations at regional or watershed scales.
3. Agricultural Conservation Easement Program (ACEP): ACEP provides technical and financial assistance to protect, restore, and enhance wetlands or safeguard working farms and ranches through conservation easements. It includes:
 - Agricultural Land Easements to protect croplands and grasslands
 - Wetland Reserve Easements to restore and protect wetlands
4. Disaster Recovery Assistance: NRCS offers support to farmers and ranchers affected by natural disasters such as floods, droughts, fires, and hurricanes. This includes emergency recovery work and funding for conservation practices that mitigate future risks.
5. Additional Initiatives: NRCS administers several other programs and initiatives, including:
 - National Air Quality Initiative: Helps producers meet air quality compliance through technical and financial assistance.
 - Conservation Innovation Grants (CIG): Supports development of new conservation tools and technologies.
 - National Organic Initiative: Provides assistance for organic farmers or those transitioning to organic practices.
 - Emergency Watershed Protection (EWP) Program: Focuses on emergency recovery, including floodplain buyouts.

5. Farm Service Agency

The Farm Service Agency (FSA) plays a crucial role in supporting America’s agricultural producers by providing a wide range of programs and services designed to enhance farm operations, ensure financial stability, and promote sustainable agricultural practices. As a part of the U.S. Department of Agriculture (USDA), the FSA works closely with farmers and ranchers to help them navigate the complexities of agriculture, from obtaining financial assistance to accessing valuable resources.

The FSA office serving Inyo and Mono county is the Yerington Service Center. The office is equipped to assist producers with various programs, including commodity support, disaster assistance, conservation programs, and farm loan services. We understand the unique challenges faced by agricultural producers in our region and are committed to providing personalized support to help you succeed.

Contact Information:
Address: Farm Service Agency, Yerington Service Center, 513 West Bridge Street, Yerington, NV 89447
Phone: 775-463-2265
Fax: 855-816-0894
Email: Lyon County Farm Service Agency
Website: [FSA USDA](#)

Whether you are a seasoned producer or just starting, the Yerington Service Center is here to help you access the resources and support you need to thrive in the agricultural industry. We invite you to reach out to our office to learn more about the programs available and how we can assist you in achieving your agricultural goals.

6. The Inyo Mono Resource Conservation District

The Inyo Mono Resource Conservation District (IMRCD) is dedicated to promoting sustainable land and resource management practices in Inyo and Mono Counties, California. As a local agency, IMRCD works collaboratively with landowners, agricultural producers, and community members to address environmental challenges and enhance the health of our natural resources.

IMRCD provides a variety of services aimed at supporting agricultural producers, including technical assistance, conservation planning, and educational resources. By focusing on practices that conserve soil, water, and biodiversity, the IMRCD helps producers implement sustainable practices that not only benefit their operations but also contribute to the overall health of the local ecosystem.

- Key services offered by the IMRCD include:
- Conservation Planning and Technical Assistance: Personalized support to help agricultural producers develop effective conservation strategies tailored to their specific needs.
 - Educational Workshops: Programs designed to provide knowledge and skills related to sustainable agriculture, soil health, water conservation, and more.
 - Grant Assistance: Guidance in identifying and applying for funding opportunities to support conservation projects and enhance agricultural operations.
 - Community Engagement: Initiatives to involve local stakeholders in discussions and projects that promote sustainable resource management and environmental Stewardship.

By partnering with the IMRCD, agricultural producers can access valuable resources and expertise that empower them to enhance their operations while protecting the natural resources that sustain their livelihoods.

[Inyo Mono Resource Conservation District](#)

Additional Support Organizations (Local, Regional and National):

- Cattlemen’s Association
- Cattlegwomen’s Association
- Eastern Sierra Land Trust
- Bishop Paiute Food Sovereignty Program
- Farm to Crag
- Community Alliance with Family Farmers
- California Certified Organic Farmers

GARDENER/ LAND OR HOMEOWNER

Education

Eastern Sierra Gardening : UC Extension Resources for Gardening in the Eastern Sierra

<https://ucanr.edu/site/uc-master-gardeners-inyo-and-mono-counties/eastern-sierra-gardening>.

- Getting Started — Things to know about gardening in our climate Owens Valley Growing Guide — Our popular resource on what grows here, and when to plant it.
- New to the Area? — A quick round-up of ideas to get started.

See also, UC Master Gardeners and UC Master Food Preservers Programs

Bishop Paiute Tribe’s Food Sovereignty Program

A branch of the Bishop Paiute Tribe, the goal of this program is to apply community self-determination to the local food system, increasing availability of and access to healthy food. We host free garden & traditional food activities, and share resources and knowledge. <https://www.facebook.com/bishoppaiutefoodsovereigntyprogram/>

Owens Valley Indian Water Commission

Owens Valley Indian Water Commission’s Mission is to work together closely and cooperatively with Payahuunadü Tribes to advance self- sufficiency and sovereignty, protect and promote culture and traditions, increase stainability and food security, preserve and restore land and habitat, improve water quality and increase water supply, increase Indigenous farming and ranching, improve environmental and human health conditions in the Owens Valley and Eastern Sierra, and to assist Tribes with securing water rights settlements that include land acquisition. They offer community education programming Three Creeks in Big Pine. <https://oviwc.org/three-creeks/>

Inyo- Mono 4-H

Inyo-Mono 4-H is a place where young people grow into leaders, learn by doing, and contribute to their communities. Whether you’re looking to explore new skills, meet new friends, or make a difference locally, there’s a place for you here!

Learn more here: <https://ucanr.edu/county/inyo-and-mono-counties/4h>

Bishop FFA

Youth Agriculture Program - The FFA farm is the largest school farm in California. Includes beef, sheep, swine, and goat breeding enterprises as well as a garden, greenhouse and 45 tree orchard.

<https://www.facebook.com/p/Bishop-FFA-100064255976828/>

Inyo Farm @ School

Inyo Farm@School is an ecological farm at Bishop Elementary School growing food for the cafeteria and educating students. <https://www.facebook.com/p/Inyo-Farm-at-School-61578064370395/>

Gleaning

Producing more than you need?

The Eastern Sierra Farm Fresh gleaning program is a community-driven initiative aimed at reducing food waste and supporting local food security. By connecting volunteers with gardeners and farmers, the program facilitates the harvesting of excess produce that would otherwise go unpicked. This surplus food is then distributed to those in need within the community, ensuring that fresh, nutritious fruits and vegetables reach families facing food insecurity. <https://www.esfarmfresh.org/>

Land Sharing Platforms

Landowners: Land sharing platforms are innovative online resources designed to connect landowners with individuals or groups seeking farming opportunities. Theseplatforms facilitate the partnership between those who own land and those looking to cultivate it, creating a mutually beneficial arrangement. By utilizing these platforms, landowners can maximize the use of their property while fostering sustainable agricultural practices. Whether you have a small plot or a larger tract of land, these resources provide the tools to find experienced farmers, negotiate terms, and establish fruitful collaborations. Embrace the potential of your land and contribute to the local food system by exploring the various land sharing options available.

Appendix C

Strategy 1B. Local Producer Directory + Market Capture - Full

HOME PAGE

Welcome to your local source for all things agriculture

Your go-to resource for finding the freshest local food and products in the Eastern Sierra.

Our mission is to connect visitors and residents with local agriculture products.

Join us in growing and supporting our agriculture community!

- SHOPPER // I am looking for local products and experiences

View Calendar

Join List to Stay Informed

Inbound Links Directing to the resource Guide

- Eastern Sierra Council of Governments
 - Ag Commissioner’s Website
 - Business Resource Center
 - UCCE Farm Advisor
 - Environmental Health
 - Inyo County - How to Start a Business
 - Mono County - How to Start a Business
 - Environmental Health Website - Inyo & Mono
-
- Destination Marketing Organizations

SHOPPER

Find Local Products

Experience the Eastern Sierra through local food, flowers, products and experiences. Discovering local products is an enriching way to connect with your community while supporting local businesses. Find fresh, high-quality goods produced right in the Eastern Sierra. Whether you’re looking for seasonal produce, locally raised beef, artisanal goods, or unique local experiences, we’ve got you covered!

- Explore Producers, Carousel of Producers
- SHOP LOCAL

Farmers Markets, Local Businesses Selling Local Goods, Locations, Websites , Schedule, Carousel of Local Businesses (Location, Website)

These local businesses prioritize stocking products from local producers. By shopping at these establishments, you can find everything from fresh produce to handmade crafts and specialty items. Our directory includes local grocery stores, markets, restaurants, and cafes that support local agriculture. These businesses play a vital role in creating a sustainable local food system, and your patronage helps them thrive.

Farmers markets are vibrant community hubs where you can find a variety of fresh, locally sourced products. These markets provide an opportunity to meet farmers directly, learn about their practices, and purchase seasonal fruits, vegetables, dairy, meats, and more. Whether you’re a regular shopper or a first-time visitor, farmers markets offer a unique shopping experience that fosters community connections.

- MAP
- CAROUSEL OF PRODUCERS

To make finding local products even easier, use the interactive map feature that allows you to locate nearby producers, farmers markets, and local businesses. Simply zoom in on your area to see the various options available to you. The map provides detailed information about each location, including contact details, hours of operation, and what products you can expect to find. This tool is designed to help you plan your shopping trips and discover the rich variety of local offerings in your community.

Farm and Ranch Experiences

Agritourism is a fantastic way to experience the unique Eastern Sierra Landscape while supporting local agriculture. Farms and producers offer tours, workshops, and hands-on experiences that allow visitors to learn about farming practices and enjoy the bounty of the land. Whether it’s picking your own fruits and vegetables, participating in farm tours, attending workshops on sustainable practices, or dinners on the farm, agritourism provides a unique opportunity to engage with local agriculture. Check the calendar for upcoming events.



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

August 11, 2026

Reference ID:
2026-497

Adoption of Resolution Authorizing Implementation of Recorder Notification Program Pursuant to Government Code § 27297.7 (SB 255)

Clerk-Recorder

ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

Approve Resolution No. 2026-29, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Implementation of a Recorder Notification Program Pursuant to Government Code Section 27297.7," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Senate Bill 255 (Chapter 351, Statutes of 2025) added Government Code § 27297.7, requiring all counties to establish a Recorder Notification Program by January 1, 2027. The purpose of this program is to enhance property owner awareness and reduce fraudulent property transfers by notifying parties who execute certain recorded real estate documents. Under the statute, following adoption of an authorizing resolution, the County Recorder:

- **Mail Notification:** Must, within 30 days of recording a deed, quitclaim deed, mortgage, or deed of trust, mail a notice to the party or parties executing the document at the address used for property tax bills prior to recording.
- **Assessor's Parcel Number Requirement:** May require that all applicable assessor's parcel numbers (APNs) be listed on the first page of the recorded document.
- **Optional Electronic Notification:** May establish an electronic notification system in addition to mailed notices.

The law also provides exemptions for governmental grantees, limits liability for the County and Recorder, and requires competitive bidding for any contracted mailing services. Additionally, the Board may authorize a fee to recover reasonable program costs, subject to a 120-day public notice period before implementation.

Specifications regarding Recorder Notification Program options and process:

The Inyo County Clerk-Recorder's Notification Program is being developed to be administered in-house by existing staff and software programs. The County Assessor's Office is assisting the Recorder

Notification Program with providing addresses for mailing requirements. As this program relies on obtaining mailing data from the Assessor's Office, the Clerk-Recorder will establish the requirement of an APN on all applicable documents covered by the Program to be recorded.

The Clerk-Recorder does not anticipate the need for outsourcing any portion of the Program or engaging third-party services beyond enhancements to existing current recording software. To further keep costs down and retain in-house processing, the Recorder's Office is not enacting the optional electronic notification system within Inyo County.

The Recorder Notification Program will serve as a consumer protection measure, helping property owners detect unauthorized or fraudulent transfers promptly. The program will require:

- Administrative setup and staff training for mailing notices.
- Updates to recording procedures to include APN requirements.
- Public outreach regarding the program and any associated fees.
- Printing, mailing, and postage expenses.
- Data management and periodic review.

The Clerk-Recorder anticipates minimal fiscal impact during initial implementation, with costs offset by a nominal fee authorized by the Board. Upon development and implementation of this program, the Recorder's Office will conduct a fee study evaluation and request an appropriate fee that does not exceed the cost for providing the services of this program.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010300
Budgeted?	Yes	Object Code	5311
Recurrence	One-Time Expenditure / Ongoing Expenditure	Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact
Implementation costs will be minimal. Expenses include staff time and supplies. As this is a mandated program, potential software implementation costs from our existing vendors are expected to be provided at no cost. Once the Program is established, direct costs of Program operation will be recovered through a cost-recovery fee for services provided, pending Board authorization and public notice period. Direct expense and recovery costs studies will be performed once Program is established.
Future Fiscal Year Impacts
Ongoing direct costs of Program operation will be recovered through a cost-recovery fee for services provided, pending Board authorization and public notice period.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

- The Board could choose not to adopt the proposed resolution, which would result in noncompliance with state law.
- The Board could choose to delay action, which is not recommended as early adoption ensures timely compliance and program readiness before the January 1, 2027, deadline.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Assessor, Information Services

STRATEGIC PLAN ALIGNMENT:

High-Quality Services | High-Quality County Government Services

APPROVALS:

Danielle Sexton	Created/Initiated - 06/07/2026
Darcy Israel	Approved - 06/08/2026
Danielle Sexton	Approved - 06/08/2026
Amy Shepherd	Approved - 06/08/2026
Keri Oney	Approved - 06/15/2026
John Vallejo	Approved - 07/14/2026
David Fraser	Final Approval - 07/14/2026

ATTACHMENTS:

1. Resolution - Inyo Notification Program
2. Inyo County Recorder Notification Program

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE IMPLEMENTATION OF A RECORDER NOTIFICATION PROGRAM PURSUANT TO GOVERNMENT CODE SECTION 27297.7

WHEREAS, Senate Bill 255 (Chapter 351, Statutes of 2025) added Section 27297.7 to the California Government Code, which requires each county to establish a Recorder Notification Program on or before January 1, 2027, and mandates that the Board adopt an authorizing resolution; and

WHEREAS, the statute provides that, following adoption of an authorizing resolution, the County Recorder shall, within 30 days of recording any deed, quitclaim deed, mortgage, or deed of trust, notify by mail the party or parties executing the document, addressed to the tax-bill address; and

WHEREAS, the law authorizes the Recorder to require, as a condition of recording, the listing of all applicable assessor's parcel numbers on the first page of each such instrument; and

WHEREAS, the statute further permits the County Recorder to implement an optional electronic notification program in addition to the required mailed notice; and

WHEREAS, Government Code § 27297.7 exempts recording executed by a governmental grantee; limits liability for the Recorder and County for any failure to notify or return mail; requires competitive bid processes for any third-party notification contract; and allows the Board to authorize a fee to recover reasonable costs, with a 120-day public notice delay before charging.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo as follows:

1. SECTION 1. Authorization of Recorder Notification Program

Pursuant to Government Code § 27297.7, the County Recorder is hereby authorized to develop and implement a Recorder Notification Program ("Program") to provide mailed and, optionally, electronic notifications to parties executing recorded deeds, quitclaim deeds, mortgages, or deeds of trust. The Program must be implemented by or before January 1, 2027.

2. SECTION 2. Mail Notification Requirement

Once the Program is implemented, within 30 days of recordation of a deed, quitclaim deed, mortgage, or deed of trust, the County Recorder (or designee) shall mail notification to the party or parties executing the document, at the address used for mailing property tax bills at the time of recording.

3. SECTION 3. Assessor's Parcel Number Requirement

Effective immediately, as a condition of acceptance for recording, the County Recorder is authorized to require that deeds, quitclaim deeds, mortgages, and deeds of trust indicate all applicable assessor's parcel numbers (APNs) on the first page, in substantially the following format:

Assessor's Parcel Number __-__-__.

4. SECTION 4. Electronic Notification Program (Optional)

The County Recorder may develop, implement, and operate an optional electronic notification system, in addition to the required mail notifications.

5. **SECTION 5. Exemptions and Limitations**

This Program does not apply to recordings where the grantee is the federal government, State of California, County of Inyo, any city, or other public subdivision. Liability for the Recorder or County shall not arise from failure to provide notice or for returned mail.

6. **SECTION 6. Contracting and Procurement**

If the County engages third-party services for preparing or mailing notices, the Recorder shall solicit written bids published in a newspaper of general circulation and award the contract to the lowest responsible bidder, with the County reserving the right to reject all bids if deemed in the public interest.

7. **SECTION 7. Fee Authorization**

Authorization is granted for the County Recorder to establish a fee for parties filing covered documents to cover the reasonable cost of administering the Program. Any such fee shall not exceed actual reasonable costs and shall take effect no sooner than 120 days after its public notification alongside the fee's effective date.

8. **SECTION 8. Effective Date**

This Resolution shall become effective immediately upon adoption, and notice of the establishment of the fee, if any, shall be publicly disseminated in compliance with applicable law.

9. **SECTION 9. Severability**

If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the remainder of the Resolution, and the application of such provision to other persons or circumstances, shall not be affected.

Passed and adopted this _____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Trina Orrill, Chairperson
Inyo County Board of Supervisors

ATTEST: David Fraser
Interim Clerk of the Board of Supervisors

BY: _____
Darcy Israel
Assistant Clerk of the Board

Inyo County Recorder Notification Program

► *Protecting Property Owners &
Meeting State Mandates of SB 255*

Presented by: Danielle Sexton, Inyo County Clerk-Recorder
Date: August 11, 2026

Purpose of Program

Senate Bill 255 (2025-2026): Added Government Code § 27297.7, which legally mandates all California counties to establish a Recorder Notification Program by **January 1, 2027**.

The Purpose: Serve as a vital consumer protection measure. It enhances property owner awareness and helps local property owners promptly detect unauthorized, forged, or fraudulent transfers.

Recommended Action: Adopt the Resolution authorizing the County Recorder to develop and implement the Recorder Notification Program pursuant to Government Code § 27297.7.

Community Benefits of Program



Protects residents by identifying fraud, unauthorized transfers, and title misuse.



Alerts property owners shortly after a document is recorded.



Improves public transparency and supports consumer protection.



Ensures statutory compliance and strengthens local government trust.

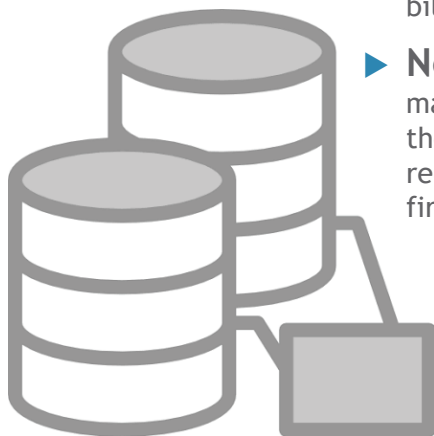
Mandated Requirements

- ▶ **Mandatory Mail Notification:** The Recorder must mail a notice to the executing parties within 30 days of recording specific real estate documents (Deeds, Quitclaim Deeds, Mortgages, or Deeds of Trust).
- ▶ **Targeted Mailing Address:** Notices must be sent to the address on file for property tax bills *prior* to the new recording.
- ▶ **Exemptions & Protections:** The statute provides clear exemptions for governmental grantees and explicitly limits liability for both Inyo County and the Clerk-Recorder's Office.
- ▶ **Law Provides for Local Discretionary Options:** Allows counties to require Assessor's Parcel Numbers (APNs) on documents and gives the option to establish supplemental electronic notification systems.

Tailoring the Program to Our Community

- ▶ **Core Strategy:** To increase public service, maximize efficiency, keep operational costs down, and retain strict oversight.
- ▶ **No Outsourcing:** Inyo County's program will be administered entirely in-house by existing staff and software.
- ▶ **Software Enhancements:** We will rely entirely on minor, internal enhancements to our existing current recording software in-house.
- ▶ **Opting Out of Electronic System:** To prevent unnecessary system complexity and further reduce operational costs, Inyo County is not enacting the optional electronic notification system, at this time but may consider expansion in the future if the need exists.
- ▶ **APN Requirement:** The Program will establish that the Assessor's Parcel Number (APN) must be provided on the first page of each deed, quitclaim deed, deed of trust, or mortgage submitted for recordation.

Bridging Systems for Data Accuracy



- ▶ **Assessor Partnership:** The program relies heavily on obtaining precise mailing data from the County Assessor's Office to track previous property tax bill addresses.
- ▶ **New APN Requirement:** To ensure flawless data matching between the Recorder and Assessor systems, the Inyo Clerk-Recorder will establish a mandatory requirement that all applicable APNs be listed on the first page of covered documents to be recorded.

Operational Requirements & Implementation

- ▶ *To successfully launch the program by the January 1, 2027 deadline, the Clerk-Recorder's office will manage the following:*
 - ▶ **System Setup:** Administrative configuration and software adjustments with existing vendors.
 - ▶ **Staff Training:** Updating all written procedures and educating staff team members on rules and notice-mailing workflows.
 - ▶ **Logistics Management:** Handling on-going printing, stuffing, mailing, and postage tracking.
 - ▶ **Data & Compliance:** Consistent data management and periodic reviews to ensure compliance with the 30-day statutory mailing window.
 - ▶ **Public Outreach:** Working directly with our local title company, real estate professionals, e-Recording partners, and residents regarding new APN requirements and program details.



Fiscal Impact & Cost Recovery

- ▶ **Minimal Initial Impact:** Implementation costs will be exceptionally low. Potential software updates from our existing vendors are being provided at **no cost**.
- ▶ **Initial Expenses:** Startup costs are limited strictly to internal staff time and standard office supplies.
- ▶ **Full Cost Recovery:** Per state law, the Board may authorize a nominal fee to fully recover reasonable operational costs (printing, postage, and processing).
- ▶ **Next Steps for Pricing:**
 - ▶ Establish and stabilize the program framework.
 - ▶ Conduct an internal **time and fee study evaluation** to determine actual operational costs.
 - ▶ Return to the Board to request a nominal fee that **does not exceed** the actual cost of providing the service.
 - ▶ Implement a legally mandated **120-day public notice period** before the fee takes effect.

Questions & Discussion





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

August 11, 2026

Reference ID:
2026-569

Resolution and Consideration of Approval of the Owens River Water Trail Project

Water Department

ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

- A. Approve the Owens River Water Trail Project as described in the certified Final Environmental Impact Report (SCH No. 2018051049);
- B. Adopt Resolution No. 2026-30, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving the Owens River Water Trail Project," and authorize the Chairperson to sign;
- C. Authorize and direct staff to file a Notice of Determination with the Inyo County Clerk and the State Clearinghouse within five working days of this approval; and
- D. Direct staff to continue negotiations with the Los Angeles Department of Water and Power toward a lease of the project premises and to return to the Board with a proposed lease for consideration.

BACKGROUND / SUMMARY / JUSTIFICATION:

EXECUTIVE SUMMARY

The Board of Supervisors is asked to approve the Owens River Water Trail (ORWT) Project. Approval is the final discretionary action the Board takes as Lead Agency under the California Environmental Quality Act (CEQA) and completes the environmental review process the Board began on May 26, 2026.

On that date, following a public hearing, the Board certified the Final Environmental Impact Report (FEIR), adopted the CEQA Findings of Fact, and adopted the Mitigation Monitoring and Reporting Program (MMRP). The Board deferred project approval at that time because the County had not yet obtained a lease from the Los Angeles Department of Water and Power (LADWP) for the land on which the project would be built and operated.

Lease negotiations with LADWP are ongoing and are not yet concluded. Staff is nevertheless recommending approval now. Approval establishes the Board's intent to proceed with the project, completes the CEQA process, and allows staff to file a Notice of Determination — which starts the 30-day statute of limitations for legal challenges and gives the County a settled environmental record to carry into the lease negotiation, permitting, and construction phases. Approval does not commit the County to construction. Implementation remains dependent on execution of a lease with LADWP and on

the availability of funding.

PROJECT INFORMATION

Supervisory District	Fifth
Applicant	Inyo County
Landowner	Los Angeles Department of Water and Power (LADWP) and Inyo County
Location	Open space along the Lower Owens River between Lone Pine Narrow Gauge Road and State Route 136, including adjacent floodplain areas
Community	Lone Pine / Lower Owens River
Project Area	Approximately 402 acres; 6.1 river miles
Project Manager	Larry Freilich, Mitigation Manager
CEQA Document	Final Environmental Impact Report, SCH No. 2018051049 (certified May 26, 2026)

PROJECT DESCRIPTION

The ORWT is a non-motorized recreation corridor providing managed public access for kayaks, canoes, stand-up paddleboards, and similar watercraft along approximately 6.1 miles of the Lower Owens River — roughly 10 percent of the 62-mile rewatered reach.

The project consists of a launch site off Lone Pine Narrow Gauge Road, a take-out site off State Route 136, and the navigable channel between them. Improvements at the two sites include access roads and parking, ADA-accessible docks and launch structures, vault restrooms, interpretive and safety kiosks, fencing and cattle guards, bank stabilization, and signage. In-channel work removes localized vegetation obstructions to establish a continuous navigable channel maintained to a 15-foot width, with reflective mileage markers every half-mile. Construction is anticipated in two phases, with in-channel work preceding construction of the access facilities.

Project objectives are to provide safe and all-abilities access; offer recreational and educational opportunities; prioritize ecological restoration over recreation; minimize conflicts with ranching and LADWP operational uses; protect cultural resources in coordination with local Tribes; and guide users through signage and site design. The project is consistent with the goals of the Lower Owens River Project (LORP) and the preferred Lower Owens River Draft Recreation Use Plan.

PRIOR ACTIONS

February 9, 2026 — Water Commission. Acting as the County's designated CEQA review body for Water Department projects pursuant to Inyo County Code Section 15.12.040(B), the Water Commission conducted a duly noticed public meeting, found the FEIR adequate for decision-making, and voted unanimously to recommend that the Board certify the document.

May 26, 2026 — Board of Supervisors. Following a public hearing, the Board:

- Certified the Final Environmental Impact Report as complete and in compliance with CEQA and the CEQA Guidelines, and as reflecting the independent judgment of the County as Lead Agency;
- Adopted the CEQA Findings of Fact pursuant to CEQA Guidelines Section 15091; and
- Adopted the Mitigation Monitoring and Reporting Program pursuant to Public Resources Code Section 21081.6.

Consistent with Section 2.6 of the Draft EIR, the Board expressly deferred project approval pending a lease or similar authorization from LADWP. Certification of an EIR and approval of a project are separate actions under CEQA; certification determines that the environmental document is legally adequate, while approval is the discretionary commitment to carry the project out. Because no approval occurred on May 26, no Notice of Determination was filed.

NOTICE OF DETERMINATION

Under Public Resources Code Section 21152 and CEQA Guidelines Section 15094, a Notice of Determination (NOD) is filed by the Lead Agency after it approves a project for which an EIR has been certified. Filing is required within five working days of approval. Because the Board deferred approval on May 26, 2026, the NOD could not be filed at that time.

Upon the Board's approval of the project, staff will file the NOD with the Inyo County Clerk and with the State Clearinghouse. Posting of the NOD by the County Clerk begins a 30-day period within which any legal challenge to the project under CEQA must be filed. If no NOD is filed, the limitations period is 180 days. Filing the NOD therefore materially shortens the County's exposure and provides certainty before the County commits construction funds and enters into a long-term lease.

STAFF RECOMMENDATION

The environmental review for the Owens River Water Trail is complete. The Water Commission found the FEIR adequate for decision-making and unanimously recommended certification. The Board certified the FEIR, adopted the findings, and adopted the MMRP. No new information or changed circumstances have emerged that would require further environmental review.

Staff recommends that the Board approve the project, adopt the companion Resolution, authorize the filing of a Notice of Determination, and direct staff to continue lease negotiations with LADWP and return with a proposed lease for the Board's consideration.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	024102
Budgeted?	Yes	Object Code	5001
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact

The current fiscal year impact is the staff time required to present the project approval to the Board and to file the Notice of Determination. Approval of the project does not by itself authorize expenditure of construction funds.

Future Fiscal Year Impacts

Construction funding is anticipated to be a combination of grant funds and Water Department funds. Long-term operations and maintenance costs would be borne by the County under the terms of the lease with LADWP. Approval is expressly subject to the availability of funding and future appropriations by the Board.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to approve the project or could continue the item and defer approval further pending execution of a lease with LADWP. Deferring approval leaves the CEQA process incomplete, prevents the filing of a Notice of Determination, and leaves the project exposed to an 180-day limitations period rather than 30 days. It also leaves the County negotiating a lease and pursuing time-limited grant funding without a Board decision demonstrating commitment to the project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Water Commission; Inyo County Parks and Recreation; Inyo County Public Works; Los Angeles Department of Water and Power.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Holly Alpert	Created/Initiated - 07/20/2026
Darcy Israel	Approved - 07/20/2026
Holly Alpert	Approved - 08/03/2026
Amy Shepherd	Approved - 08/04/2026
Keri Oney	Approved - 08/04/2026
John Vallejo	Approved - 08/04/2026
David Fraser	Final Approval - 08/04/2026

ATTACHMENTS:

1. Owens River Water Trail Project Approval Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING THE OWENS RIVER WATER TRAIL PROJECT.

WHEREAS, on May 26, 2026, following a duly noticed public hearing, the Board of Supervisors certified the Final EIR as complete and in compliance with CEQA and the CEQA Guidelines and reflecting the independent judgment of Inyo County as Lead Agency, adopted Findings of Fact pursuant to CEQA Guidelines Section 15091, and adopted a Mitigation Monitoring and Reporting Program (MMRP) pursuant to Public Resources Code Section 21081.6; and

WHEREAS, the Final EIR identifies no significant and unavoidable impacts, all potentially significant impacts having been reduced to a less-than-significant level through mitigation measures incorporated into the Project as conditions of approval, and adoption of a Statement of Overriding Considerations is therefore not required; and

WHEREAS, no changes to the Project, no changes in the circumstances under which the Project is undertaken, and no new information of substantial importance have arisen that would require preparation of a subsequent or supplemental EIR under CEQA Guidelines Section 15162, and the certified Final EIR remains the operative document for the Project; and

WHEREAS, the Project would provide safe, all-abilities access to the Lower Owens River, including for wounded veterans and other persons with disabilities, through ADA-accessible launch and take-out facilities, docks, parking, and restrooms, allowing residents and visitors of all physical abilities to experience the rewatered river; and

WHEREAS, the Project responds to the long-standing desire of the citizens of Inyo County to access and enjoy the Lower Owens River, which was rewatered pursuant to the Lower Owens River Project, and formalizes and improves public access that the community has sought for many years; and

WHEREAS, the Project supports the recreation-based economy of Inyo County and the community of Lone Pine by enhancing a distinctive outdoor recreation asset that draws visitors, supports local businesses, and diversifies the region's visitor-serving offerings; and

WHEREAS, the Board of Supervisors has reviewed and considered the certified Final EIR, the adopted Findings and MMRP, the staff report, and the entire administrative record for the Project, and desires to approve the Project, subject to the availability of funding and future appropriations by the Board;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Board of Supervisors reaffirms its certification of the Final Environmental Impact Report for the Owens River Water Trail Project and its adoption of the Findings of Fact and the Mitigation Monitoring and Reporting Program, which remain in full force and effect.
3. The Owens River Water Trail Project is hereby approved, subject to the availability of funding and future appropriations by the Board of Supervisors, and subject to the County obtaining a lease or similar authorization from LADWP for the Project premises.
4. County staff is authorized and directed to take such actions as are necessary to implement the Project in compliance with the Final EIR, the adopted Findings, and the Mitigation Monitoring and Reporting Program, and to continue negotiations with LADWP toward a lease of the Project premises and to return to the Board with any proposed lease for its consideration.
5. County staff is authorized and directed to file a Notice of Determination for the Project with the Inyo County Clerk and the State Clearinghouse in accordance with CEQA.
6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Trina Orrill, Chairperson, Inyo County Board of Supervisors

ATTEST: _____
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

August 11, 2026

Reference ID:
2026-494

Public Hearing on the County's Vacancies in Accordance with California Government Code §3502.3

County Administrator - Personnel

NO ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

A) Conduct a public hearing on the status of the County's vacancies, recruitment and retention efforts pursuant to California Government Code §3502.3 - formerly known as Assembly Bill 2561; and
B) Receive the 2026 County of Inyo Vacancy, Recruitment and Retention presentation.

BACKGROUND / SUMMARY / JUSTIFICATION:

Assembly Bill 2561, now codified in Government Code §3502.3, establishes new requirements for public agencies related to workforce transparency and accountability. The legislation directs counties to hold at least one public hearing each fiscal year to provide an update on workforce vacancies by bargaining unit and to outline recruitment and retention strategies.

The statute also expands the role of employee organizations by requiring agencies to give bargaining units the opportunity to present information at the hearing regarding positions represented within their units. In cases where vacancy levels in a bargaining unit exceed 20%, agencies must present additional detail, including:

- The average number of days to complete the hiring process, from job posting to filling a position.
- Any identified barriers that may contribute to delays in recruitment.
- Potential adjustments to policies or practices that could improve hiring outcomes.

This is the second year the County is implementing these requirements. The County's overall vacancy rate as of July 27, 2026 is 11.7%, with the following breakdown per bargaining unit:

Deputy Sheriff's Association (DSA) — 2.9%
Inyo County Correctional Officer's Association (ICCOA) — 13.6%
Inyo County Employee's Association (ICEA) — 13.3%
Law Enforcement Administrator's Association (LEAA) — 0.0%
Probation Peace Officer's Association (PPOA) — 14.3%

The intent of AB 2561 is to increase transparency in the hiring process, ensure public accountability for staffing levels, and strengthen collaboration with bargaining units on strategies to improve recruitment

and retention. By creating a formal venue for these discussions, the legislation emphasizes the importance of addressing workforce shortages as a matter of both service delivery and public trust.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to hold a Public Hearing or receive a presentation on the County's vacancies and recruitment efforts. This is not recommended as doing so would place the County out of compliance with Government Code §3502.3.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services - Quality County Employees

High Quality Services - High-Quality County Government Services

High Quality Services - Improved Access to Government

APPROVALS:

Keri Oney	Created/Initiated - 08/02/2026
Darcy Israel	Approved - 08/03/2026
Amy Shepherd	Approved - 08/04/2026
John Vallejo	Approved - 08/04/2026
David Fraser	Final Approval - 08/04/2026

ATTACHMENTS:



COUNTY OF INYO

OFFICE OF THE AUDITOR-CONTROLLER

P.O. Drawer R, Independence, California 93526
(760) 878-0343 • Fax (760) 878-0391

AMY SHEPHERD
Auditor-Controller

July 29, 2026

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your
orders of February 5, 1950 and January 3, 1956, an actual count of money in the
hands of the Treasurer was made on this date. The count showed the funds to be
in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: , Deputy
Marisa Carrington

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX
inyottc@inyocounty.us



CHRISTIE MARTINDALE
TREASURER-TAX COLLECTOR
cmartindale@inyocounty.us

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Christie Martindale, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: 06-30-2026
DATE: 07-21-2026

The following status report of the County Treasury as of 06-30-2026 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 655 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of: 06-30-2026 was \$17,915,443.34 (Principal: \$17,370,398.82 plus Contributions: \$559,000.00 plus Interest: (\$7,156.93) less Fees: (\$6,798.55)).

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION For the Business Day of: 6/30/2026			
AUDITOR BALANCES:			
Beginning "Claim on Cash in Treasury"		\$266,577,128.91	
Deposit Authorizations		\$286,501.03	
Checks Paid on:	6/29/2026	(\$1,059,370.33)	
Journal Entry:		\$0.00	
Outgoing Debits:		(\$3,652,622.28)	06-30-2026 SEE ATTACHED EXHIBIT "A" FOR OUTGOING DEBIT DETAILS
Ending "Claim on Cash in Treasury"		\$262,151,637.33	
TREASURER BALANCES:			
CASH ON HAND:			
	Drawer	\$9.83	
	Vault	\$200.00	
CHECKS ON HAND:			
	Date:		
	Date:		
	Date:		
	Date:		
	Date:		
BANK ACCOUNTS:			
BMO DDA #0407 - General Account		\$6,474,659.91	
Eastern Sierra CB #6463 - General Account		\$1,317,849.90	
Eastern Sierra CB #9764		\$10,001.22	
El Dorado Savings Bank #2107		\$20,718.54	
INVESTMENTS:			
			Agency Limit
Local Agency Investment Fund	\$ 60,000,000.00		75,000,000
BMO Money Market	\$ 2,879,555.72	1.10%	of 10.00%
UBS Money Market	\$ 5,000,000.00	1.91%	of 10.00%
CDs	\$ 992,000.00	0.38%	of 30.00%
Commercial Paper	\$ 26,358,131.12	10.05%	of 15.00%
Corporate Obligation	\$ 24,950,950.00	9.52%	of 30.00%
Federal Agencies	\$ 137,129,820.00	52.31%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$ -	0.00%	of 100.00%
Local Agencies	\$ 511,096.26	0.19%	of 10.00%
Grand TTL Investments	\$257,821,553.10		
NOTES			
Maturities > 1 Year	\$ 157,103,677.50	59.93%	of 60.00%
GRAND TOTAL TREASURY BALANCE:		\$265,644,992.50	
RECONCILIATION			
Treasury Over/Short:	\$3,493,355.17		
Explanation:	\$2,501,171.10	06-30-2026 ICOE PY: PAYROLL	
	\$645,994.77	06-30-2026 ICOE PY: PAYROLL TAXES-FEDERAL	
	\$48,848.17	06-30-2026 AUD PY: PERS RTRMT-CLASSIC; 21	
	\$24,395.06	06-30-2026 AUD PY: PERS RTRMT-PEPRA; 25015	
	\$67,628.91	06-30-2026 AUD PY: PERS RTRMT-CLASSIC; 20	
	\$179,033.32	06-30-2026 AUD PY: PERS RTRMT-PEPRA; 26010	
	\$24,079.65	06-30-2026 AUD PY: PERS SIP	
	\$2,637.92	06-30-2026 AUD PY: PIONEER PERS-CLASSIC; 969	
	\$1,280.27	06-30-2026 AUD PY: PIONEER PERS-PEPRA; 27459	
	(\$1,714.00)	06-29-2026 BRINKS DEPOSIT: BMO 0407	
	\$3,493,355.17		

Prepared By: Lorena Levine

EXHIBIT "A"	
OUTGOING DEBIT DETAILS	
ICOE PY - PAYROLL	(\$2,501,171.10)
ICOE PY - Federal Taxes	(\$645,994.77)
Aud PY - Payroll, Special District	(\$69.26)
Aud PY - Payroll, Special District	(\$112,977.55)
Aud PY - Federal Taxes, Special District	(\$959.73)
Aud PY - Federal Taxes, Special District	(\$581.40)
Aud PY - Federal Taxes, Special District	(\$12,747.23)
Aud PY - Federal Taxes, Special District	(\$938.68)
Aud PY - Federal Taxes, Special District	(\$1,152.40)
Aud PY - Federal Taxes, Special District	(\$2,174.94)
Aud PY - Federal Taxes, Special District	(\$13,743.15)
Aud PY - Federal Taxes, Special District	(\$790.50)
Aud PY - Federal Taxes, Special District	(\$1,712.98)
Aud PY - Federal Taxes, Special District	(\$5,880.80)
Aud PY - Federal Taxes, Special District	(\$3,236.80)
Aud PY - Federal Taxes, Special District	(\$587.69)
Aud PY - PERS	(\$48,848.17)
Aud PY - PERS	(\$24,395.06)
Aud PY - PERS	(\$67,628.91)
Aud PY - PERS	(\$179,033.32)
Aud PY - PERS	(\$24,079.65)
Aud PY - PERS Pioneer	(\$2,637.92)
Aud PY - PERS Pioneer	(\$1,280.27)
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	(\$3,652,622.28)

For the Business Day of

Prepared and attached by: Lorena Levine

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 6/30/2026

Description	CUSIP	Settlement Date	YTM	Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 %								
CAPITAL ONE BANK USA NA 1.1 11/17/2026	14042TDW4	11/17/2021	1.100	248,000.00	248,000.00	245,247.20	11/17/2026	140
CAPITAL ONE NA 1.1 11/17/2026	14042RQB0	11/17/2021	1.100	248,000.00	248,000.00	245,247.20	11/17/2026	140
GOLDMAN SACHS BANK USA 1.1 11/17/2026	38149MK51	11/17/2021	1.100	248,000.00	248,000.00	245,247.20	11/17/2026	140
UBS BANK NA 1.1 11/17/2026	90348JW97	11/17/2021	1.100	248,000.00	248,000.00	245,314.16	11/17/2026	140
Sub Total / Average Certificate of Deposit - 30 %			1.100	992,000.00	992,000.00	981,055.76		140
Commercial Paper - 15 %								
CREDIT AGRI CIB 0 3/22/2027	22533UQN6	6/26/2026	4.176	3,000,000.00	2,909,212.50	2,910,000.00	3/22/2027	265
CREDIT AGRICOLE CIB NY 0 8/18/2026	22533UJH5	1/13/2026	3.753	5,000,000.00	4,889,390.28	4,975,250.00	8/18/2026	49
MUFG BANK LTD 0 10/23/2026	62479MKP7	3/25/2026	3.992	5,000,000.00	4,885,166.67	4,937,600.00	10/23/2026	115
MUFG BANK LTD 0 7/13/2026	62479MGD9	1/13/2026	3.729	5,000,000.00	4,907,991.67	4,993,450.00	7/13/2026	13
NATIXIS NY 0 7/7/2026	63873KG76	11/5/2025	3.932	9,000,000.00	8,766,370.00	9,000,000.00	7/7/2026	7
Sub Total / Average Commercial Paper - 15 %			3.899	27,000,000.00	26,358,131.12	26,816,300.00		65
Coporate Obligation - 30 %								
BANK OF AMERICA CORP 3.248 10/21/2027-26	06051GGA1	11/24/2025	3.784	5,000,000.00	4,950,950.00	4,941,400.00	10/21/2027	478
GOLDMAN SACHS BANK 3.8 11/21/2028	38151G6H9	11/21/2025	3.800	5,000,000.00	5,000,000.00	4,927,550.00	11/21/2028	875
GOLDMAN SACHS BANK 4.33 4/30/2029	38151FZ63	4/30/2026	4.330	5,000,000.00	5,000,000.00	4,960,950.00	4/30/2029	1,035
JP MORGAN CHASE 3.9 1/12/2029-27	46632FXQ3	1/15/2026	3.900	5,000,000.00	5,000,000.00	4,938,000.00	1/12/2029	927
WELLS FARGO BANK NA 4.35 10/22/2029-27	95004HBQ0	4/27/2026	4.350	5,000,000.00	5,000,000.00	4,962,450.00	10/22/2029	1,210
Sub Total / Average Coporate Obligation - 30 %			4.033	25,000,000.00	24,950,950.00	24,730,350.00		905
Federal Agencies - 100 %								
FFCB 3.875 4/26/2027	3133EPGT6	4/26/2023	3.875	2,000,000.00	2,000,000.00	1,997,140.00	4/26/2027	300
FFCB 4 10/21/2027-26	3133ERXY2	10/21/2024	4.000	5,000,000.00	5,000,000.00	4,989,850.00	10/21/2027	478

Description	CUSIP	Settlement Date	YTM	Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
FFCB 4.25 1/28/2028	3133ERZ46	1/28/2025	4.250	5,000,000.00	5,000,000.00	5,004,900.00	1/28/2028	577
FFCB 4.3 6/30/2028-26	3133ETMX2	6/30/2025	4.300	3,000,000.00	3,000,000.00	2,990,610.00	6/30/2028	731
FFCB 4.5 8/14/2026	3133EPSW6	8/14/2023	4.500	3,000,000.00	3,000,000.00	3,001,920.00	8/14/2026	45
FFCB 4.625 10/23/2028	3133ERCF6	4/25/2024	4.672	5,000,000.00	4,990,500.00	5,041,700.00	10/23/2028	846
FHLB 3.78 2/4/2030-28	3130B9EG1	2/6/2026	3.780	10,000,000.00	10,000,000.00	9,845,200.00	2/4/2030	1,315
FHLB 4 11/1/2028-26	3130B8H54	11/5/2025	4.000	5,000,000.00	5,000,000.00	4,973,150.00	11/1/2028	855
FHLB 4.15 10/23/2028-26	3130B3DP5	10/23/2024	4.150	5,000,000.00	5,000,000.00	4,979,950.00	10/23/2028	846
FHLB 4.2 3/23/2029-27	3130BA2M8	3/30/2026	4.200	10,000,000.00	10,000,000.00	9,968,100.00	3/23/2029	997
FHLB 4.375 6/9/2028	3130AWMN7	8/14/2023	4.260	2,000,000.00	2,009,920.00	2,008,740.00	6/9/2028	710
FHLB 4.5 3/9/2029	3130AVBD3	4/25/2024	4.680	5,000,000.00	4,960,900.00	5,037,500.00	3/9/2029	983
FHLB 4.5 7/27/2029-27	3130B4RC7	1/30/2025	4.500	5,000,000.00	5,000,000.00	5,015,700.00	7/27/2029	1,123
FHLB 4.625 1/28/2030-27	3130B4TE1	1/30/2025	4.625	5,000,000.00	5,000,000.00	4,999,300.00	1/28/2030	1,308
FHLMC 3.7 11/22/2030-26	3134HCCE7	11/25/2025	3.840	5,000,000.00	4,968,500.00	4,985,550.00	11/22/2030	1,606
FHLMC 3.9 11/5/2027-26	3134HB3Y5	11/5/2025	3.900	5,000,000.00	5,000,000.00	4,989,100.00	11/5/2027	493
FHLMC 4.15 10/26/2029-27	3134HAM67	12/10/2024	4.150	10,000,000.00	10,000,000.00	9,914,600.00	10/26/2029	1,214
FHLMC 4.35 4/8/2030-26	3134HBHP9	4/8/2025	4.350	10,785,000.00	10,785,000.00	10,750,703.70	4/8/2030	1,378
FHLMC 4.41 1/28/2030-28	3134HA4V2	1/28/2025	4.410	10,000,000.00	10,000,000.00	9,899,700.00	1/28/2030	1,308
FNMA 3.73 1/5/2029-27	3136GCCX1	1/5/2026	3.730	5,000,000.00	5,000,000.00	4,945,350.00	1/5/2029	920
FNMA 4 11/6/2028-26	3136GC4G7	11/6/2025	4.000	5,000,000.00	5,000,000.00	4,981,400.00	11/6/2028	860
FNMA 4.4 3/25/2030-27	3136GAED7	3/28/2025	4.400	16,415,000.00	16,415,000.00	16,311,913.80	3/25/2030	1,364
Sub Total / Average Federal Agencies - 100 %			4.220	137,200,000.00	137,129,820.00	136,632,077.50		1,053
Local Agency Investment Fund - \$ 75M								
LAIF LGIP	LAIF4000	9/30/2018	3.816	60,000,000.00	60,000,000.00	60,000,000.00	N/A	1
Sub Total / Average Local Agency Investment Fund - \$ 75M			3.816	60,000,000.00	60,000,000.00	60,000,000.00		1
Money Market BMO - 5%								
BMO HARRIS BANKMM	BMOMM0670	5/23/2023	2.428	2,885,302.21	2,885,302.21	2,885,302.21	N/A	1
Sub Total / Average Money Market BMO - 5%			2.428	2,885,302.21	2,885,302.21	2,885,302.21		1
Money Market UBS - 5 %								
UBS Financial MM	UBSMM9591	6/30/2018	3.510	5,000,000.00	5,000,000.00	5,000,000.00	N/A	1
Sub Total / Average Money Market UBS - 5 %			3.510	5,000,000.00	5,000,000.00	5,000,000.00		1
Total / Average			4.028	258,077,302.21	257,316,203.33	257,045,085.47		655

COUNTY OF INYO
PARS Post-Employment Benefits Trust

Account Report for the Period
6/1/2026 to 6/30/2026

Denelle Carrington
Interim County Administrative Officer
County of Inyo
P.O. Box Drawer N
Independence, CA 93526

Account Summary

Source	Balance as of 6/1/2026	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 6/30/2026
OPEB	\$14,846,453.91	\$150,000.00	-\$7,853.36	\$5,810.83	\$0.00	\$0.00	\$14,982,789.72
PENSION	\$2,523,944.91	\$409,000.00	\$696.43	\$987.72	\$0.00	\$0.00	\$2,932,653.62
Totals	\$17,370,398.82	\$559,000.00	-\$7,156.93	\$6,798.55	\$0.00	\$0.00	\$17,915,443.34

Investment Selection

Source	
OPEB	County of Inyo - OPEB
PENSION	County of Inyo - PEN

Investment Objective

Source	
OPEB	Individual account based on Moderate - Strategic Blend. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.
PENSION	Individual account based on Moderate - Strategic Blend. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-0.05%	7.24%	13.11%	11.49%	5.36%	7.66%	6/16/2010
PENSION	0.03%	7.33%	13.18%	-	-	-	2/7/2025

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

Commissioners

Eric Sklar, President
Saint Helena

Darius Anderson, Vice President
Kenwood

Jacque Hostler-Carmesin, Member
McKinleyville

Samantha Murray, Member
La Jolla

Erika Zavaleta, Member
Santa Cruz

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission



*Wildlife Heritage and Conservation
Since 1870*

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Revised* Meeting Agenda August 12-13, 2026

**California Natural Resources Headquarters Building
715 P Street, Second Floor
Sacramento, CA 95814**

Join us in person in Sacramento to provide public comment or observe the meeting.

Options for Remote Public Comment via Zoom or Phone

To join the meeting remotely via Zoom (video and audio), click directly on the meeting link at <https://us02web.zoom.us/j/86301569171>. You may access detailed instructions for joining by phone or Zoom by clicking [here](#) or visiting the Commission meetings webpage at fgc.ca.gov/meetings; for instructions on how to join by phone (audio only), refer to Option 3.

The Commission will make a reasonable effort to provide the public additional opportunities to observe or provide comment in the meeting through the Zoom webinar platform by computer, mobile device, or telephone connections. However, the Commission cannot guarantee the accessibility or functionality of the remote connection options. Should technical issues affect remote attendee access or webinar quality, an attempt will be made to resolve them; however, the meeting will continue with in-person attendees.

Option for Remote Observation Without Public Comment

To watch or listen only on the day of the meeting visit <http://www.fgc.ca.gov> (link is on the right side of the page). The Commission will make a reasonable effort to live-stream the meeting to allow the public to observe the meeting from a remote location without providing comments. However, the Commission cannot guarantee the accessibility or functionality of the webcast.

*** This agenda has been revised to:**

- **Clarify under which agenda item public comment will be heard for bin 2 marine protected area (MPA) petitions;**
- **specify when item 7 is expected to be heard;**
- **add items 8D and 21A (non-regulatory requests from previous meetings);**

- provide updates under item 9C (Department Marine Region) on recent actions taken by the Department director related to the recreational razor clam fishery;
- update the title of the fifth item listed under “Public Receipt of Documents”; and
- add an additional license and permit item under “Executive Session.”

Notes: (1) See important meeting deadlines and procedures, including written public comment deadlines, starting on page 12.

(2) Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.

(3) All section and subsection references are to Title 14 of the California Code of Regulations (CCR), unless otherwise noted.

August 12, 2026; 9:00 AM

Call to Order and Roll Call to Establish a Quorum

1. Consider Approving Agenda and Order of Items

General Public Comment

2. General Public Comment for Items Not on the Agenda

Receive public comment regarding topics within the Commission’s authority that are not included on the agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

Comments on MPA petitions will be heard under agenda item 7 (Bin 2 MPA Petitions: Evaluations and Recommendations for MPA Regulation Change Petitions).

Discussion and Action Items

3. Commission Executive Director and Department Reports

Receive updates on items of note since the previous Commission meeting.

(A) ***Commission executive director***

(B) ***Department director and Law Enforcement Division***

4. Process to Conform State Recreational Fishing Regulations to Federal Regulations, Including Federal Groundfish

Consider authorizing publication of notice of intent to amend regulations related to the process to conform state ocean salmon and Pacific halibut recreational fishing regulations to federal regulations and to add federal groundfish to the list of species for which the automatic conformance process may be used.

(Amend sections 1.95 and 27.80)

5. **Harpoons and Flying Gaffs for Recreational Tuna Fishery and Gear Marking in Commercial Harpoon Swordfish Fishery**
Discuss proposed amendments to regulations related to allowing the use of harpoons and flying gaffs in the recreational tuna fishery and gear marking requirements in the commercial harpoon swordfish fishery.
(Amend sections 28.38, 28.40, 28.90, 28.95 and 107)
6. **Statewide Marine Aquaculture Action Plan**
Receive an overview from California Ocean Protection Council (OPC) staff regarding the recently approved *Statewide Marine Aquaculture Action Plan*.
7. **Bin 2 Marine Protected Area (MPA) Petitions: Evaluations and Recommendations for MPA Regulation Change Petitions**
Receive new evaluations and recommendations related to the 15 pending [bin 2 MPA petitions](#). (Pursuant to Section 662)

This agenda item is expected to begin immediately after lunch.

- (A) ***Department evaluation of the five tribally led or co-led MPA petitions***
Receive Department presentation, evaluation and recommendations for the five tribally led or co-led MPA petitions (petitions 2023-19MPA_AM1, 2023-20MPA_AM1, 2023-21MPA_AM1, 2023-28MPA_AM2, and 2023-29MPA_AM2).
- (B) ***Department and California Ocean Protection Council (OPC) initial assessment of question 14 (equitable access) and question 16 (Commission Justice, Equity, Diversity and Inclusion (JEDI) Policy) of the 2025 MPA petition evaluation framework***
Receive Department and OPC staff presentation and initial assessment addressing questions 14 and 16 related to equitable access and advancing the Commission's JEDI Policy.
- (C) ***OPC policy evaluation and recommendations***
Receive OPC staff presentation and policy evaluation with recommendations related to the bin 2 MPA petitions.

Comments on individual MPA petitions will be received under this agenda item.

Discussion and potential action on the bin 2 MPA petitions is scheduled for the Commission's October 13-16, 2026 meeting.

8. **Regulation Change Petitions and Non-Regulatory Requests (Marine)**
(Pursuant to Section 662)
 - (A) ***Petitions for action today***
Consider whether to grant, deny, or refer for review and recommendation petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.
 - I. *Petition 2026-07: Request to revise servicing recreational hoop net gear north of Point Arguello from intervals of every 2 hours to intervals of every 5 hours*

- II. *Petition 2026-08: Request to exempt commercial passenger fishing vessels departing north of Point Arguello from the requirement to hold a sport-caught fish processing permit*
- (B) ***New petitions***
Receive new petitions for regulation change.
Consideration of new petitions (whether to grant, deny, or refer petitions for additional review) is expected to be scheduled for the October 13-16, 2026 Commission meeting.
- (C) ***Referred petitions***
Receive public comments on petitions previously referred by the Commission to staff, legal counsel, a Commission committee, and/or the Department for review and consideration, except for MPA petitions.
Commission action on any referred petition will be scheduled for consideration once a recommendation is received.
Comments on MPA petitions will be heard under Agenda Item 7 (Bin 2 MPA Petitions: Evaluations and Recommendations for MPA Regulation Change Petitions).
- (D) ***Non-regulatory requests for action today***
Consider and potentially act on non-regulatory requests (requests that do not require a regulation change) received from members of the public at previous meetings.
 - I. Request that the Commission form a committee to investigate glyphosate spraying in San Juan Creek (which flows into Doheny Beach at Dana Point), its associated toxic and pollution impacts on the nearshore marine environment and nearby marine protected areas, and concerns regarding insufficient response by the permitting agency
 - II. Request from City of Morro Bay City Council to be formally recognized as a stakeholder for MPA petitions in its region

9. **Committee and Department Reports**

- (A) ***Tribal Committee***
Receive summary and consider approving recommendations from the August 11, 2026 committee meeting. Discuss referred topics and consider revisions to topics and timing.
- (B) ***Marine Resources Committee***
Receive summary and consider approving recommendations from the July 16, 2026 committee meeting. Discuss referred topics and consider revisions to topics and timing.
- (C) ***Department Marine Region***
Receive updates on items of note since the previous Commission meeting.
 - I. Update on actions taken by the Department director to close the recreational razor clam fishery due to public health hazard from domoic acid in waters of Del Norte County.
(Pursuant to California Fish and Game Code Section 5523)

Recess

August 13, 2026; 8:30 AM

Call to Order and Roll Call to Establish a Quorum

Consent Items

Note: Items on the consent calendar are expected to be routine and non-controversial. After any public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

10. Sport Fishing 2026 (Inland and Marine) (consent)

Consider adopting proposed amendments to sport fishing regulations and taking final action under the California Environmental Quality Act.

(Amend sections 1.62, 1.73, 1.74, 2.10, 2.11, 4.20, 5.00, 5.65, 5.85, 5.88, 6.34, 6.35, 7.00, 7.40, 7.50, 8.00, 8.10, 28.25, 28.30, 28.32, 28.35, 230 and 701)

11. Swainson's Hawk (consent)

Consider approving the Department's request for a 30-day extension to review the petition to remove Swainson's hawk (*Buteo swainsona*) from the list of threatened species under the California Endangered Species Act.

(Pursuant to Section 2073.5, California Fish and Game Code)

12. Gerry's Curly Leaved Monardella (consent)

Consider approving the Department's request for a six-month extension to deliver the status review report on the petition to list Gerry's curly-leaved monardella (*Monardella sinuata* subsp. *Gerryi*) as endangered under the California Endangered Species Act.

(Pursuant to Section 2074.6, California Fish and Game Code)

Discussion and Action Items

13. Morro Manzanita

Consider and potentially act on the petition, the Department's status review report, and comments received to determine whether listing Morro manzanita (*Arctostaphylos morroensis*) as endangered under the California Endangered Species Act is warranted.

(Pursuant to sections 2075 and 2075.5, California Fish and Game Code)

14. Western Spadefoot

Consider and potentially act on the petition, the Department's evaluation report, and comments received to determine whether listing the northern and southern populations of western spadefoot (*Spea hammondi*) as threatened and endangered species, respectively, under CESA may be warranted.

(Pursuant to sections 2074 and 2074.2, California Fish and Game Code)

At its April 15-16, 2026 meeting, the Commission closed the public hearing and continued the agenda item to a future meeting for the purpose of deliberation and decision on the

petition. At its June 17-18, 2026 meeting, the Commission continued the item to this meeting. Unless the Commission reopens the record, no public comment will be taken.

15. Regulation Change Petitions (Wildlife and Inland Fisheries)

(Pursuant to Section 662)

(A) *Petitions for action today*

Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the rulemaking calendar for development and future consideration.

- I. *Petition 2023-01*: Request to create a “night use stamp” for night hunting and fishing with a valid license in Department Region 2 (North Central Region) Type C Wildlife Areas
- II. *Petition 2026-06*: Request to allow for the possession of certain primate species for use as companion animals without requiring a restricted species permit
- III. *Petition 2026-09*: Request to allow a limited exception to the 150-yard trapping restriction for urban coyote conflict
- IV. *Petition 2026-11*: Request to amend regulations to allow for "Junior Handler" or "Supervised Student" status at wildlife rehabilitation centers
- V. *Petition 2026-12*: Request to allow take of western spadefoot for certain qualifying solar projects, under an emergency action

(B) *New petitions*

Receive new petitions for regulation change.

Consideration of new petitions (whether to grant, deny, or refer for additional review) is currently scheduled for the October 13-16, 2026 Commission meeting.

(C) *Referred petitions*

Receive comments on petitions previously referred by the Commission to staff, legal counsel, a Commission committee, or the Department for review and recommendation.

Commission action on any referred petition will be scheduled for consideration once a recommendation is received.

16. Conditional Take of Western Spadefoot

If the Commission determines that listing the northern and/or southern populations of western spadefoot (*Spea hammondi*) under CESA may be warranted, consider regulatory action to allow take of western spadefoot under certain circumstances by authorizing a notice of intent to adopt a regulation at a future meeting, or by adopting an emergency regulation at this meeting and taking final action under the California Environmental Quality Act.

(Pursuant to sections 399 and 2084, California Fish and Game Code)

17. Mammal Trapping Consistency with Statute

Consider authorizing publication of notice of intent to amend regulations related to mammal trapping to align regulations with California Fish and Game Code, and to clarify existing mammal trapping provisions.

(Amend sections 251.5, 465.5, 467, 474, 478 and 479, and repeal Section 696)

18. Commercial Use and Possession of Native Rattlesnakes for Exhibition

Consider authorizing a publication of notice to amend regulations regarding commercial use and possession of native rattlesnakes.

(Add Section 42.1 and amend sections 43 and 703)

19. Western Joshua Tree Conservation Plan

Receive a presentation from the Department and discuss updates to the Western Joshua Tree Conservation Plan.

(Pursuant to subdivision 1927.6(a), California Fish and Game Code)

20. Committee and Department Reports

(A) *Wildlife Resources Committee*

Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting to be held September 10, 2026.

(B) *Department Wildlife and Fisheries Division, and Department Ecosystem Conservation Division*

Receive updates from Department divisions on items of note since the previous Commission meeting.

21. Non-Regulatory Requests from Previous Meetings (Wildlife and Inland Fisheries)

Consider and potentially act on non-regulatory requests (requests for action that do not require a regulation change) received from members of the public at previous meetings.

- (A)** Request that the Commission assess whether its public trust obligations are being met and whether the Department's position on the KR3 Project aligns with its strategic plan

22. Commission Administrative Items

(A) *Legislative report*

Receive updates on state and federal legislation and regulatory activity, and consider providing direction to staff.

(B) *Rulemaking timetable updates*

Review and consider approving changes to the perpetual timetable for anticipated regulatory actions.

(C) *Future meetings and new business*

Review logistics and approve draft agenda items for the next regularly scheduled Commission meeting (October 13-16), including selecting which days to discuss MPA petitions. Consider any changes to previously approved meeting dates or locations, potentially approve Sacramento as the meetings location from January through June 2027, and introduce any new business for inclusion on a future meeting agenda.

(D) **Proposed meeting dates for 2028**

Consider and potentially approve meeting dates for 2028 as proposed by staff; staff will suggest potential locations at a future meeting.

23. General Public Comment for Items Not on the Agenda

Receive public comment regarding topics within the Commission's authority that are not included on either day of the August 12-13, 2026 agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (Section 11125 and subdivision 11125.7(a), California Government Code).

Adjourn

Public Receipt of Documents

This section of the agenda highlights reports or other significant documents received by the Commission since the previous meeting. Any Commission discussion or action on these documents will be noticed and placed on the agenda of a future meeting.

Since June 18, 2026, the Commission has received 24 documents to highlight for the public.

1. A restricted species permit amendment request from Stanford University - Hopkins Marine Station to possess transgenic tunicates (*Botryllus schlosseri* and *Ciona robusta*), transgenic painted urchins (*Lytechinus pictus*), and transgenic bat stars (*Patiria miniata*), and the Department's recommendation. These documents are available at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=246935&inline>. (Pursuant to subdivision 15007(e), California Fish and Game Code, and subsection 671.1(a)(8)(H), Title 14, CCR)
2. Department report titled "Status of Endangered, Threatened, and Candidate Species Listed Under the California Endangered Species Act," a summary of the California Endangered Species Act (CESA), the Department's recent CESA activities, changes to CESA listings since the last summary report in 2005, a list of threats and stressors that may harm species, the schedule for reviewing the status of CESA-listed species, and an appendix with all species listed under CESA and the Native Plant Protection Act. Received June 8, 2026. The report can be viewed at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=243935&inline>.
3. A petition from the California Building Industry Association to delist Swainson's hawk (*Buteo swainsona*) from the list of threatened species under CESA. Received July 15, 2026. Additional information about the petition is available on the Commission's CESA webpage under "Active Petitions" at <https://fgc.ca.gov/CESA>.
4. Department petition evaluation for the petition to list Mount Pinos sooty grouse (*Dendragapus fuliginosus howardi*) as a threatened or endangered species under CESA. Received July 16, 2026. Consideration of whether the petitioned actions may be warranted is scheduled for October 2026. Additional information about the petition is available on the Commission's CESA webpage under "Active Petitions" at <https://fgc.ca.gov/CESA>.

5. Department five-year species review report and recommendation to list as endangered for Calistoga popcornflower (*Plagiobothrys strictus*), which is listed as a threatened species under CESA. Received July 16, 2026. The status review can be viewed at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=246882&inline>.
6. Department petition evaluations for 19 petitions to list plant species as threatened or endangered species under CESA. Received July 9, 2026.
 - i. Abbot's Bushmallow (*Malacothamnus abbotii*)
 - ii. Alkali-Sink Goldfields (*Lasthenia chrysantha*)
 - iii. Bearded Popcornflower (*Plagiobothrys hystriculus*)
 - iv. California Beaked-Rush (*Rhynchospora californica*)
 - v. Carquinez Goldenbush (*Isocoma arguta*)
 - vi. Diamond-Petaled CA Poppy (*Eschscholzia rhombipetala*)
 - vii. Ferris' Milkvetch (*Astragalus tener* var. *ferrisiae*)
 - viii. Guggolz's Harmonia (*Harmonia guggolziorum*)
 - ix. Legenere (*Legenere limosa*)
 - x. Lesser saltscale (*Atriplex minuscula*)
 - xi. Lime Ridge Navarretia (*Navarretia gowenii*)
 - xii. Mt. Burdell Jewelflower (*Streptanthus anomalus*)
 - xiii. Pajaro Manzanita (*Arctostaphylos pajaroensis*)
 - xiv. Red Bluff Dwarf Rush (*Juncus leiospermus* var. *leiospermus*)
 - xv. Rincon Ridge Ceanothus (*Ceanothus confusus*)
 - xvi. Shasta Orthocarpus (*Orthocarpus pachystachyus*)
 - xvii. Slough Thistle (*Cirsium crassicaule*)
 - xviii. Small Pincushion Navarretia (*Navarretia myersii* ssp. *deminuta*)
 - xix. Veiny Monardella (*Monardella venosa*)

The schedule for consideration of whether the petitioned actions may be warranted is under development. Additional information about the petitions is available on the Commission's CESA webpage under "Active Petitions" at <https://fgc.ca.gov/CESA>

Executive Session

(Not open to the public)

At a convenient time during the regular agenda of its August 12-13, 2026 meeting, the Commission will recess from the public portion of the agenda and conduct a closed session on the agenda items below. The Commission is authorized to discuss these matters in a closed session pursuant to Government Code Section 11126, subdivisions (a)(1), (c)(3), and (e)(1), and Fish and Game Code Section 309. After closed session, the Commission will reconvene in public session, which may include announcements about actions taken during closed session.

- (A) Pending litigation to which the Commission is a party
 - I. Wright v. California Fish and Game Commission and California Dept. of Fish and Wildlife (challenge related to public records request and rulemaking petition).
 - II. Bitts v. California Fish and Game Commission (challenge to suspension of Dungeness crab vessel permit).
 - III. United Water Conservation District v. California Fish and Game Commission (challenge to final Southern California steelhead CESA listing decision).
 - IV. The Ballona Wetlands Land Trust v. California Fish and Game Commission and California Dept. of Fish and Wildlife (challenge to decisions related to public uses on an ecological reserve)
 - V. Borba et al. v. Merced Co, Merced Irrigation Dist., California Dept. of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)
 - VI. Perez-Ramirez et al. v. County of Merced, City of Merced, Merced Irrigation Dist., California Dept. of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)
 - VII. Glenn et al. v. County of Merced, City of Merced, Merced Irrigation Dist., California Dept. of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)
- (B) Possible litigation involving the Commission
- (C) Staffing
- (D) Deliberation and action on license and permit items
 - I. Consider the accusation in Agency Case No. 26ALJ10-FGC regarding the suspension of a commercial fishing license and a Dungeness crab vessel permit of Terry Groat.
 - II. Consider the accusation in Agency Case No. 26ALJ17-FGC regarding the suspension of a commercial fishing license and a Dungeness crab vessel permit of Darryl Donovan.

California Fish and Game Commission Meeting Schedule

Note: As meeting dates and locations can change, please visit www.fgc.ca.gov for the most current list of meeting dates and locations. All Commission meetings will include a webinar/teleconference option for attendance, and every effort will be made to ensure that committee meetings include the same.

Meeting Date	Commission Meeting	Committee Meeting
September 10, 2026		Wildlife Resources Natural Resources Headquarters Building 715 P Street, 2 nd Floor Sacramento, CA 95814
October 13-16, 2026	Natural Resources Headquarters Building 715 P Street, 2 nd Floor Sacramento, CA 95814	
November 12, 2026		Marine Resources Natural Resources Headquarters Building 715 P Street, 2 nd Floor Sacramento, CA 95814
December 14, 2026		Tribal Natural Resources Headquarters Building 715 P Street, 2 nd Floor Sacramento, CA 95814
December 15-16, 2026	East End Complex Auditorium 1500 Capitol Avenue Sacramento, CA 95814	
January 13, 2027		Wildlife Resources Sacramento area
February 10-11, 2027	Sacramento area	
March 18, 2027		Marine Resources Sacramento area
April 13, 2027		Tribal Sacramento area
April 14-15, 2027	Sacramento area	
May 6, 2027	Teleconference	
May 13, 2027		Wildlife Resources Sacramento area
June 9-10, 2027	Sacramento area	

Meeting Date	Commission Meeting	Committee Meeting
July 15, 2027		Marine Resources Sacramento area
August 17, 2027		Tribal Sacramento area
August 18-19, 2027	Sacramento area	

Other Meetings of Interest

Meetings listed here are organizations for which the Commission: (1) is a member, or (2) takes action based upon regulations developed by that organization.

Association of Fish and Wildlife Agencies

- September 14-18, 2026 – Lancaster, PA
- September 26-30, 2027 - Boise, Idaho

Pacific Fishery Management Council

- September 17-21, 2026 – Vancouver, WA
- November 12-18, 2026 – Garden Grove, CA
- March 3-9, 2027 - Portland, OR
- April 7-12, 2027 - Sacramento, CA
- June 17-22, 2027 - Rohnert Park, CA
- September 18-23, 2027 – Portland, OR
- November 13-19, 2027 - Costa Mesa, CA

Pacific Flyway Council

- September 18, 2026 – Reno, NV

Wildlife Conservation Board

- August 27, 2026 – Sacramento, CA
- November 19, 2026 – Sacramento, CA
- February 2027 - Sacramento, CA
- May 2027 - Sacramento, CA
- August 2027 - Sacramento, CA
- November 2027 - Sacramento, CA

Important Commission Meeting Procedures Information

Welcome to a Meeting of the California Fish and Game Commission

This year marks the 157th year of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Civil Rights Office (CRO) at civilrights@wildlife.ca.gov. Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the CRO immediately.

Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, www.fgc.ca.gov, to sign up on our electronic mailing lists.

Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to fgc@fgc.ca.gov; mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, CA 95814 (you must call at least one business day in advance to arrange delivery). Materials provided to the Commission may be made available to the general public.

Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on July 30, 2026**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on August 7, 2026**. Comments received by this deadline will be made available to Commissioners at the meeting.

After these deadlines, written comments may be delivered in person to the meeting. Please bring 12 copies of written comments to the meeting and give them to the designated staff member just prior to speaking.

Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662, Title 14, CCR), available at <https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change>. To be received by the

Commission at this meeting, petition forms must be received by the **Supplemental Comment Deadline** or delivered in person at the meeting during the regulation change petitions agenda item. Petitions received at this meeting will be scheduled for consideration at the next regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

Non-Regulatory Requests

All non-regulatory requests follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by the **Supplemental Comment Deadline** (or heard during general public comment at the meeting) will be scheduled for receipt at this meeting and scheduled for consideration at the next regularly scheduled business meeting.

Speaking at the Meeting

To speak on an agenda item in-person, please complete a “speaker card” and provide it to the designated staff member before the agenda item is announced. Please complete one speaker card per item. Cards will be available near the entrance of the meeting room.

To speak on an agenda item via Zoom or phone, please “raise” your hand either through the Zoom function or by pressing *9 once on your phone when prompted at the beginning of the agenda item.

1. In-person speakers will be identified in groups; please line up when your name is called. Speakers on Zoom or phone will be identified by your Zoom display name or the last three digits of your phone number; listen closely for when your name or number is called.
2. When addressing the Commission, please give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, you are encouraged to appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to several exceptions:
 - a. The presiding commissioner may allow up to five minutes for an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
 - b. In-person participants ceding their time shall complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time. Persons participating via Zoom or phone and ceding their time to another speaker must notify the Commission at fgc@fgc.ca.gov prior to the start of the agenda item, including to whom they are ceding their time, and must be present during the agenda item.
 - c. Individuals may receive advance approval for additional time to speak if such requests are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.
 - d. An individual requiring an interpreter is entitled to at least twice the allotted speaking time pursuant to Government Code Section 11125.7(c).

- e. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

Agenda items may be heard in any order and on either day pursuant to the discretion of the presiding commissioner.

Visual Presentations/Materials

All electronic presentations must be submitted by the ***Supplemental Comment Deadline*** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to fgc@fgc.ca.gov. If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at the in-person meeting location, it is recommended that you bring a print copy of your presentation in case of technical difficulties.